City of Woodland

Meeting Agenda

Planning Commission

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

August 17, 2023
6:30 PM

***Please Note**: The numerical order of items on this agenda is for the convenience of reference; items may be taken out of order. No new items shall begin after 10:30 pm unless unanimous consent exists to continue.*

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

E. SUBCOMMITTEE REPORTS

F. COMMUNICATIONS FROM THE PUBLIC

This is an opportunity for the public to speak to the Planning Commission on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Commission and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Chair may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to planningcommissionmeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the Planning Commission meeting will be provided to the Commissioners and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the Planning Commission meeting and during the meeting will be provided to the Commissioners the day following the Commission meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

G. APPROVAL OF MINUTES

1. SUBJECT: Planning Commission Meeting Minutes of December 1, 2022, January 19, 2023, March 2, 2023 and March 16, 2023

   RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission receive, approve and adopt Planning Commission Meeting Minutes of December 1, 2022, January 19, 2023, March 2, 2023 and March 16, 2023

H. PUBLIC HEARING

2. SUBJECT: Woodland Research and Technology Park Specific Plan

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission hold a Public Hearing and Adopt Resolution No. PC23- _____ (Attachment 1), recommending City Council take the following actions regarding the Woodland Research and Technology Park Specific Plan project:

- Certify an Environmental Impact Report and adopt CEQA Findings, Facts, Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Woodland Research and Technology Park Specific Plan project.
- Amend the City of Woodland 2035 General Plan to incorporate the Woodland Research and Technology Park Specific Plan.
- Adopt the Woodland Research and Technology Park Specific Plan.
- Adopt an ordinance prezoning for the Woodland Research and Technology Park Specific Plan Annexation area.
- Waive the first reading and introduce and ordinance adoption Prezoning for the Woodland Research and Technology Park Specific Plan, and adding Chapter 17.04.070, Woodland Research and Technology Park Specific Plan, to the City of Woodland Municipal Code and amending the City of Woodland Zoning Map to be consistent with the Woodland Research and Technology Park Specific Plan zoning.
- Initiate annexation of approximately 350 acres into the City of Woodland.
- Approve the Woodland Research and Technology Park Specific Plan Public Infrastructure Financing Plan and Nexus Study.
- Adopt ordinances approving a Development Agreement by and between the City and each of the property owners within the Woodland Research and Technology Park Specific Plan, which include the following: Bullseye Land Company, LLC; Costalotta Partners, LLC; Sewmawpaw Woodland LLC; Spencer Rev. Living Trust; and Thomas C. Heaton and Olga Chengaeva.

I. BUSINESS ITEMS

3. SUBJECT: Planning Commission Communication

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission participate in a discussion regarding future communications with the Commission.

J. STAFF OR COMMISSIONER COMMENTS

K. ADJOURNMENT

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.

CITY OF WOODLAND CALIFORNIA

TO:	THE MEMBERS OF THE PLANNING COMMISSION
AGENDA:	Planning Commission Meeting
DATE:	August 17, 2023
ITEM #:	G.1
SUBJECT:	Planning Commission Meeting Minutes of December 1, 2022, January 19, 2023, March 2, 2023 and March 16, 2023

Recommendation for Action: Staff recommends that the Planning Commission receive, approve and adopt Planning Commission Meeting Minutes of December 1, 2022, January 19, 2023, March 2, 2023 and March 16, 2023

Prepared by: Debbie Flemmer, Administrative Supervisor

Attachments:

1. December 1, 2022 PC Meeting Minutes DRAFT
2. January 19, 2023 PC Meeting Minutes DRAFT
3. March 2 2023 PC Meeting Minutes DRAFT
4. March 16, 2023 PC Meeting Minutes DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Planning Commission Meeting –

Thursday, December 1, 2022

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:30 PM
Staff Present: Erika Bumgardner,Principal Planner/Business Development Liaison and Megan Meier, Associate Planner

Meeting suspended by Erika Bumgardner to hold nominations, vote of a Chair Pro Tem for this meeting:
On a motion by Planning Commission Member Steve Harris, seconded by Planning Commissioner Member Smith to appoint Chris Holt Chair Pro Tem for this meeting and carried unanimously on a roll call vote, Council Members
Ayes: Planning Commission Member Fred Lopez, Planning Commission Vice-Chairperson Marco Lizarraga
Noes: None
Absent: None
Meeting resumed after the appointment was accepted by Planning Commissioner Member Chris Holt.

B. ROLL CALL

Planning Commission Members Present: Members Steve Harris, Valerie Hurst, Michael McLaughlin, Jim Smith and, Chair Pro Tem Chris Holt
Absent: Member Fred Lopez, Chair Marco Lizarraga
Excused:

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Chair Pro Tem Chris Holt

D. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

E. SUBCOMMITTEE REPORTS

Verbal updates provided by Planning Commision Members/Staff.

F. COMMUNICATIONS FROM THE PUBLIC

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G. APPROVAL OF MINUTES

None

H. PUBLIC HEARING

1. SUBJECT: Cross Court Commons (PLNG 22 -00054) – Request to approve a Tentative Subdivision Map (TSM #5233), Planned Development Overlay, Conditional Use Permit, Site Plan, and Design Review, for the development of 32 multifamily units in the Multi-Family Residential (R-M) Zone, located at the northwest corner of California and Elizabeth Way (APN 065-221-005, 006, 007,008, 009, 010, 011, 012, 013).

   RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission: 1. Receive the staff report; 2. Conduct a public hearing; 3. Adopt the attached Resolution No. PC# 22-09, recommending that the City Council: a) approve and confirm the use of a categorical exemption as the appropriate environmental clearance in accordance with CEQA; b) approve a Planned Development Overlay and Conditional Use Permit; c) approve Tentative Subdivision Map # 5233; d) and approve Site Plan and Design Review, for the development of 32 multifamily units on five contiguous parcels located at the northwest corner of California and Elizabeth Way under the Multi-Family Residential (R-M) Zone subject to conditions of approval.

On a motion by Member Jim Smith, seconded by Member Michael McLaughlin and carried unanimously on a roll call vote, to approve a Tentative Subdivision Map (TSM #5233), Planned Development Overlay, Conditional Use Permit, Site Plan, and Design Review, for the development of 32 multifamily units in the Multi-Family Residential (R-M) Zone, located at the northwest corner of California and Elizabeth Way (APN 065-221-005, 006, 007,008, 009, 010, 011, 012, 013).

Ayes: Members Steve Harris, Valerie Hurst, Jim Smith, Michael McLaughlin and Chair Pro Tem Chris Holt
Noes: None
Absent: Members: Fred Lopez, Vice-Chairperson Marco Lizarraga

I. BUSINESS ITEMS

J. STAFF OR COMMISSIONER COMMENTS

Agenda wrap up comments provided by Planning Commission Members/Staff.

K. ADJOURNMENT

Meeting adjourned at 7:20 PM.

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Planning Commission Meeting –

Thursday, January 19, 2023

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:30 PM

Staff Present: Erika Bumgardner, Principal Planner/Business Development Liaison and Joshua Valdez, Management Analyst

B. ROLL CALL

Planning Commission Members Present: Members Holt, Hurst, Smith, McLaughlin and Vice-Chair Lopez

Absent: Planning Commission Chairperson Marco Lizarraga, Planning Commission Member Steve Harris
Excused:

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Vice-Chair Lopez

D. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

Verbal updates provided by Commission Members/Staff.

E. SUBCOMMITTEE REPORTS

None

F. COMMUNICATIONS FROM THE PUBLIC

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None

G. APPROVAL OF MINUTES

1. SUBJECT: Planning Commission Meeting Minutes of November 17, 2022

   RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission receive, approve and adopt Planning Commission Meeting Minutes of November 17, 2022.

On a motion by Planning Commission Member Smith, and seconded by Member Holt was carried unanimously by Members to approve the Planning Commission Meeting Minutes of November 17, 2022.

Ayes: Planning Commission Members Hurst, Holt, Smith, McLaughlin and Vice-Chair Lopez

Noes: None

Absent: Planning Commission Chairperson Marco Lizarraga, Planning Commission Member Steve Harris

H. PUBLIC HEARING

2. SUBJECT: Tentative Parcel Map No. 5236

RECOMMENDATION FOR ACTION: Staff recommends that the City Planning Commission: (1) Receive the staff report; (2) hold a public hearing; (3) adopt Planning Commission Resolution No. PC 23-01 in support of Tentative Parcel Map No. 5236 for the division of property located at (APN 027-450-095) into two separate parcels consisting of 2.857 acres and 2.854 acres respectively in the City Industrial with Light Industrial Flex Overlay (LIO) Zone District.

On a motion by Member Hurst, seconded by Member McLaughlin and carried unanimously by Members to receive the staff report; hold a public hearing; (3) adopt Planning Commission Resolution No. PC 23-01 in support of Tentative Parcel Map No. 5236 for the division of property located at (APN 027-450-095) into two separate parcels consisting of 2.857 acres and 2.854 acres respectively in the City Industrial with Light Industrial Flex Overlay (LIO) Zone District.Tentative Parcel Map No. 5236

Ayes: Planning Commission Members Hurst, Holt, Smith, McLaughlin and Vice-Chair Lopez

Noes: None

Absent: Planning Commission Chairperson Marco Lizarraga, Planning Commission Member Steve Harris

I. BUSINESS ITEMS

None

J. STAFF OR COMMISSIONER COMMENTS

Verbal updates provided by Members/Staff.

K. ADJOURNMENT

Meeting adjourned at 7:00 PM.

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Planning Commission Meeting –

Thursday, March 2, 2023

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:31 PM
Staff Present: Cindy Norris, Principal Planner

B. ROLL CALL

Planning Commission Members Present: Members Harris, Holt, Chairperson Marco Lizarraga, Vice-Chair Fred Lopez, Members Hurst, Smith and McLaughlin
Absent: None
Excused:

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Member Holt

D. STAFF AND COMMISSIONER COMMENTS

This is an opportunity for the Planning Commission members and staff to make comments and announcements to express concerns, or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

Verbal updates provided by Planning Commission Members/Staff.

E. SUBCOMMITTEE REPORTS

Verbal updates provided by Planning Commission Members.

F. COMMUNICATIONS FROM THE PUBLIC

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None

G. APPROVAL OF MINUTES

None

H. PUBLIC HEARING

1. SUBJECT: 6th Cycle Housing Element - Version 2

   RECOMMENDATION FOR ACTION:Staff recommends that the Planning Commission: (1) Receive a staff report; (2) Hold a public hearing; and (3) Adopt Planning Commission Resolution PC 23- 03 recommending that the City Council:
   (a) Certify that the Housing Element- Version 2 is consistent with the General Plan EIR pursuant to Section 15183 of the California Environmental Quality Act (CEQA);

(b) Approve a Resolution Amending the existing General Plan to replace the existing Housing Element Version 1 with the 6th Cycle 2021-2019 Housing Element Version 2; and

(c) Direct staff to transmit the final document to the State Department of Housing and Community Development (HCD) pursuant to Government Code Section 65585(g).

On a motion by Vice-Chair Fred Lopez, seconded by Member Holt and carried unanimously to receive a staff report; hold a public hearing; and adopt Planning Commission Resolution PC 23- 03 recommending that the City Council:
(a) Certify that the Housing Element- Version 2 is consistent with the General Plan EIR pursuant to Section 15183 of the California Environmental Quality Act (CEQA);
(b) Approve a Resolution Amending the existing General Plan to replace the existing Housing Element Version 1 with the 6th Cycle 2021-2019 Housing Element Version 2; and
(c) Direct staff to transmit the final document to the State Department of Housing and Community Development (HCD) pursuant to Government Code Section 65585(g).

Ayes: Planning Commission Members Hurst, Harris, Chairperson Lizarraga, Holt, Smith, McLaughlin, and Vice-Chair Fred Lopez

Noes: None

I. BUSINESS ITEMS

Verbal updates provided by Planning Commission Members/Staff.

J. STAFF OR COMMISSIONER COMMENTS

None

K. ADJOURNMENT

Meeting adjourned at 7:32 PM

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Planning Commission Meeting –

Thursday, March 16, 2023

6:30 PM

A. CALL TO ORDER

Meeting called to order at 6:30 PM
Staff Present: Erika Bumgardner, Principal Planner/Business Development Liaison and Megan Meier, Associate Planner

B. ROLL CALL

Planning Commission Members Present: Members Harris, Chairperson Lizarraga, Members Holt, Hurst, Smith

Absent: Commission Member Michael McLaughlin, Planning Commission Vice-Chair Fred Lopez
Excused:

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Member Hurst

D. STAFF AND COMMISSIONER COMMENTS

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Verbal updates provided by Planning Commission Members/Staff.

E. SUBCOMMITTEE REPORTS

None

F. COMMUNICATIONS FROM THE PUBLIC

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None

G. APPROVAL OF MINUTES

None

H. PUBLIC HEARING

1. SUBJECT: 523 Main Street - Facade Restoration and Minor Storefront Rehabilitation within the Historic Downtown District

   RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission take action to approve the proposed facade restoration and storefront rehabilitation for 523 Main Street.

On a motion by Member Jim Smith, seconded by Member Valerie Hurst and carried unanimously, to approve the proposed facade restoration and storefront rehabilitation for 523 Main Street with the condition hat if feasible, and subject to Historic Building Code exemptions, the front be replaced with ADA accessible front door; and a front door frame to match new store front window system.

Ayes: Planning Commission Members Hurst, Harris, Chairperson Lizarraga, Members Chris Holt and Smith

Noes: None

Absent: Commission Member Michael McLaughlin, Planning Commission Vice-Chair Fred Lopez

2. SUBJECT: Storefront Addition to an Existing Building in the Historic Downtown District

   RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission take action to approve the proposed storefront addition at 507 Bush Street, commonly known as the Meier Building.

On a motion by Member Hurst, seconded by Member Holt and carried unanimously, to approve the proposed storefront addition at 507 Bush Street, commonly known as the Meier Building.

Ayes: Planning Commission Members Hurst, Harris, Holt, Smith and Chairperson Lizarraga

Noes: None

Absent: Commission Member Michael McLaughlin, Planning Commission Vice-Chair Fred Lopez

3. SUBJECT: 514-518 Main Street (Diggs Building) - Minor Front Facade Restoration and Rear Alley Facing Facade Upgrade within the Historic Downtown District

   RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission take action to approve the proposed minor front facade restoration and rear alley-facing facade upgrade within the Historic Downtown District at 514-518 Main Street.

On a motion by Member Harris, seconded by Member Smith and carried unanimously, to continue this item to a date uncertain

Ayes: Planning Commission Member Valerie Hurst, Planning Commission Member Steve Harris, Planning Commission Vice-Chairperson Marco Lizarraga, Planning Commission Member Chris Holt, Planning Commission Member Jim Smith

Noes: None

Absent: Commission Member Michael McLaughlin, Planning Commission Vice-Chair Fred Lopez

I. BUSINESS ITEMS

None

J. STAFF OR COMMISSIONER COMMENTS

Verbal updates provided by Planning CommissionMembers/Staff.

K. ADJOURNMENT

Meeting adjourned at 7:40 PM

CITY OF WOODLAND CALIFORNIA

TO:	THE MEMBERS OF THE PLANNING COMMISSION
AGENDA:	Planning Commission Meeting
DATE:	August 17, 2023
ITEM #:	H.2
SUBJECT:	Woodland Research and Technology Park Specific Plan

Recommendation for Action: Staff recommends that the Planning Commission hold a Public Hearing and Adopt Resolution No. PC23- _____ (Attachment 1), recommending City Council take the following actions regarding the Woodland Research and Technology Park Specific Plan project:

- Certify an Environmental Impact Report and adopt CEQA Findings, Facts, Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Woodland Research and Technology Park Specific Plan project.
- Amend the City of Woodland 2035 General Plan to incorporate the Woodland Research and Technology Park Specific Plan.
- Adopt the Woodland Research and Technology Park Specific Plan.
- Adopt an ordinance prezoning for the Woodland Research and Technology Park Specific Plan Annexation area.
- Waive the first reading and introduce and ordinance adoption Prezoning for the Woodland Research and Technology Park Specific Plan, and adding Chapter 17.04.070, Woodland Research and Technology Park Specific Plan, to the City of Woodland Municipal Code and amending the City of Woodland Zoning Map to be consistent with the Woodland Research and Technology Park Specific Plan zoning.
- Initiate annexation of approximately 350 acres into the City of Woodland.
- Approve the Woodland Research and Technology Park Specific Plan Public Infrastructure Financing Plan and Nexus Study.
- Adopt ordinances approving a Development Agreement by and between the City and each of the property owners within the Woodland Research and Technology Park Specific Plan, which include the following: Bullseye Land Company, LLC; Costalotta Partners, LLC; Sewmawpaw Woodland LLC; Spencer Rev. Living Trust; and Thomas C. Heaton and Olga Chengaeva.

Staff Contact:
Erika Bumgardner, Principal Planner/Business Development Liaison, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Report in Brief:
On August 17, 2023, the Woodland Planning Commission will be asked to make a recommendation to the City Council on the proposed adoption of the Woodland Research and Technology Park (WRTP) Specific Plan and several related actions including certification of the project Environmental Impact Report, directing and authorizing the City Manager to submit to the Yolo Local Agency Formation Commission an application for annexation of the approximately 350-acre project area ("Plan Area"), and entering into development agreements with each of the owners of property within the proposed WRTP Specific Plan area. Adoption of the WRTP Specific Plan (Attachment 3) and the related actions substantially furthers a longstanding Priority Goal of the City Council, to grow and "diversify Woodland's economic base, offering a range of employment opportunities and business services." Further, the plan implements the 2035 General Plan Land Use Policy 2.L.2, which directs the annexation and development of a "mixed-residential district anchored by a research and

technology business park in the southern gateway at County Road 25A and SR 113." The following report provides a detailed overview of the proposed Specific Plan; the development framework, vision and design standards that will guide development within the Plan Area over an anticipated 15 to 25 year time horizon. This report additionally summarizes the anticipated fiscal impacts and economic benefits of the project, the costs and funding mechanisms associated with Plan Area buildout, and the key terms and obligations of the project developers to ensure the city's goals and expectations for the project are achieved.

The report is organized as follows:

- Fiscal Impact Summary
- Background
- Discussion
    1. Project Entitlements
    2. Project Location
    3. Description and Purpose
    4. General Plan Conformity
    5. Climate Action Plan Consistency
    6. Public Facilities Financing Plan
    7. Development Agreement
        - Term of Agreement
        - Promoting Jobs
        - Affordable Housing Obligation
        - Food & Ag-Tech / Life Science Incubator
        - School Site Reservation
        - Community Facilities District Obligations
        - Built to Rent limitations
    8. Modifications to the Public Review Draft Specific Plan since Initial Release
    9. Fiscal Impact Detailed Summary
    10. Relationship to Spring Lake Specific Plan Buildout
- Annexation, Prezoning and General Plan Amendment
- Environmental Consideration
    1. Project Impacts and Mitigation Measures
    2. Alternatives Analyzed within the Draft Environmental Impact Report
    3. Significant Unavoidable Impacts
    4. Statement of Overriding Considerations
    5. Certification
- Legal / Public Notification
- Conclusion

Fiscal Impact Summary:

Application and Processing of Specific Plan – As directed by City Council, the City entered into an Agreement for Advance of Funds with the project applicant in August 2017. The project applicant covered staff time, city attorney fees, and consultant costs associated with processing the application and Specific Plan through the funding agreement.

Fiscal Impact Analysis – As part of the project evaluation, a Fiscal Impact Analysis was prepared by consulting firm, BAE Urban Economics, to identify the net fiscal impact of the project on the city. The analysis includes an evaluation of both anticipated City expenditures to provide ongoing services

to the residents and employees of the WRTP Plan Area, and expected revenues anticipated if development occurs in line with the Specific Plan development projections. A detailed summary of anticipated revenue, expenditures, and net fiscal impact is provided in the Fiscal Impact Detailed Summary section of this report, as well as in the attached Fiscal Impact Analysis Memorandum (Attachment 9).

In brief, the total General Fund expenditures to support the full buildout of the WRTP amounts to nearly $4.5 million annually. The largest share of these costs is associated with police and fire services. Annual revenues to the City of Woodland General Fund by project buildout are projected at roughly $5.2 million. A majority of these revenues are associated with property-related taxes, including direct property tax and In Lieu of Vehicle License Fee (ILVLF) revenues, as well as sales tax.

At full build out of the Plan Area, the development is projected to generate an annual General Fund surplus of nearly $740,000.

Background:

On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park Specific Plan ("Specific Plan"). The project, initiated by the majority landowner within the Plan Area boundary and in communication with the remaining three property owners, encompasses approximately 350 acres and is located in the southern-central portion of the City's Planning Area, south of Farmers Central Road, east of SR 113, west of Harry Lorenzo Avenue, and north of the Urban Limit Line (ULL). The planning application provides the following project description:

"The Woodland Research & Technology Park Specific Plan is envisioned as a new technology hub for the City of Woodland, intended to serve an array of research and technology companies interested in locating and growing near UC Davis, and other research and technology institutions within the Sacramento region. …The Specific Plan will offer a unique business environment, supporting research and development, technology, and science and engineering-based companies, as well as training and workforce development for local students and graduates of the Woodland Community College.

In addition to its role as an employment center, the Specific Plan is envisioned as an attractive place to live, recreate, shop and gather for neighborhood events. The Specific Plan will be highly connected to and is intended to complement the mix of land uses in the adjacent Spring Lake development."

On June 7, 2017, the City Council voted unanimously to authorize the preparation of the Specific Plan based on a finding of consistency with the policies of the City of Woodland 2035 General Plan for the southern "new growth" area (SP1A). Since City Council's authorization to proceed, the applicant team has worked in partnership with the City to prepare the necessary entitlement package to bring the Specific Plan forward for consideration and adoption.

Major milestones reached and city and community outreach efforts in preparation of the WRTP Specific Plan since June 2017 include the following:

- **2017-2020**| Efforts bearing direct relationship with adoption/implementation of the WRTP Specific Plan:
    1. **February 2018** | Execution of Tax Exchange Agreement between the City and County for the WRTP Plan Area

2. **April 2018** | City Council adopts Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) Ordinance
3. **January 2019** | Local Agency Formation Commission (LAFCo) ratification and adoption of the 2018 Municipal Services Review and Sphere of Influence (SOI) Update to incorporate the WRTP Plan Area into the city's SOI boundary
4. **March 2019** | City Council adoption of Agricultural Mitigation Ordinance
5. **April 2020** | City Council adopts updates to Affordable Housing Ordinance

- **2017-2022**| Engagement with Technical Advisory Group, community stakeholders, and City commissions and committees* including:
    1. City of Woodland Community Services, Finance, Police, Fire, Public Works and Community and Economic Development Departments
    2. Woodland Joint Unified School District, Woodland Community College, UC Davis
    3. Agricultural and food industry leaders
    4. Woodland Chamber of Commerce Public Policy Committee, Woodland Technology Alliance, Yolo County Association of Realtors, Woodland and Davis Rotary and Woodland Kiwanis clubs, Greater Sacramento Economic Council's Food and Ag Innovation Council
    5. City Council Economic Development Subcommittee and Planning Commission WRTP Advisory Subcommittee; Parks and Recreation Commission and Sustainability Advisory Committee

** Summary of stakeholder and commission/committee comments provided in Attachment 5.*

- **November 2020** | Release of Public Review Draft Woodland Research and Technology Park Specific Plan
- **February 2021** | Two virtual community meetings held to present the draft Specific Plan in detail (approximately 100 attendees present at each meeting).

** Summary of community comments and response to Frequently Asked Questions provided in Attachment 5.*

- **May 2021** | Release of Draft Environmental Impact Report (EIR)
- **June 2021** | Planning Commission Public Hearing to present Draft Environmental Impact Report (Close of Public Comment Period July 2, 2021)
- **July 2021** | Presentation of stakeholder and community comments on Draft Specific Plan and Draft EIR to City Council. Presentation of Fiscal Impact Analysis. City Council directs staff to prepare final plan documents.

Upon receiving direction from City Council in July 2021 to prepare final Specific Plan documents for formal consideration and action, the applicant team, working with city staff, has been diligently working to finalize the Specific Plan, Final Environmental Impact Report and Response to Comments, and the project Development Agreements for each of the individual land owners, Capital Improvement Program (CIP), Financing Plan and Nexus Study as described in the following *Discussion* section of this report.

Discussion:

Project Entitlements

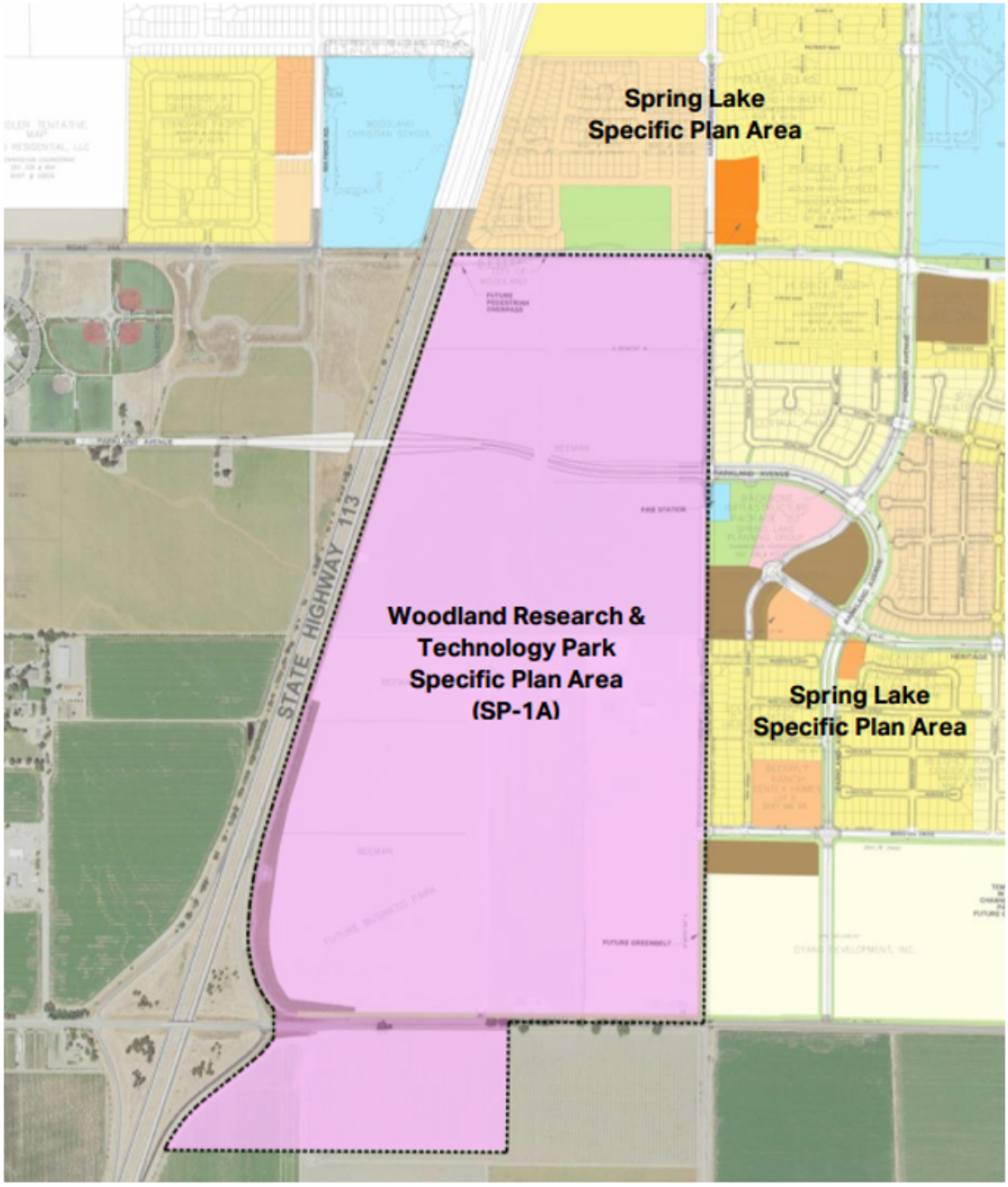
Prior to implementation of a Specific Plan, various entitlements are required and entail approval

action by the City Council as the lead agency and/or other responsible agencies such as the Yolo Local Agency Formation Commission (LAFCo). The following entitlements (typical of specific plans generally) apply to the proposed Woodland Research and Technology Park project:

1. **Certification of the Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Plan (MMRP)** City Council recommended to take action to approve and certify the project EIR and Mitigation Monitoring Program for the Specific Plan.
2. **Specific Plan Approval and General Plan Amendment** City Council recommended to approve the Specific Plan and amend the General Plan to create a new City of Woodland land use designation of SP1A-Woodland Research and Technology Park Specific Plan and amend the Woodland City Limit boundary.
3. **Prezoning** City Council recommended to approve the "prezoning" of the land within the specific plan boundary based on the approved land plan in preparation of subsequent annexation of the project site into the Woodland City Limit.
4. **Public Facilities Financing Plan, Impact Fee Nexus Study and Capital Improvement Plan (CIP)** City Council recommended to approve a project Public Facilities Financing Plan which presents a strategy to finance backbone infrastructure and other public facilities required to serve the proposed land uses in the Plan Area. City Council is also recommended to approve an Impact Fee Nexus Study which provides a basis and justification for collecting the fees required to fund the backbone infrastructure, and approve a Capital Improvement Plan which identifies the costs of the required backbone infrastructure.
5. **Development Agreements** City Council recommended to approve Development Agreements with respective property owners to provide certainty and mutual assurances to the City and the property owners/future development partners regarding plan implementation and buildout.
6. **Annexation** City Council recommended to authorize and direct staff to pursue annexation of the project area into the city limit, which will go before LAFCo for review and approval.

Project Location

The proposed Woodland Research and Technology Park (WRTP) Specific Plan Area is comprised of all or portions of six (6) individual parcels of land encompassing approximately 350 acres and is located adjacent to the Spring Lake Specific Plan area to the north and east, Road 25A and the Urban Limit Line to the south, and is bound by SR 113 to the west. The proposed Specific Plan is located in one of the three subareas designated within the 2035 General Plan as Specific Plan 1 (SP-1), specifically "SP-1A." West of SR 113 are "SP-1B" and "SP-1C," the other two subareas of the south new growth area to be developed under future specific plan proposals. Northwest of the specific Plan Area, across SR 113, is a private (K-12) school, residential development, and the City of Woodland Community and Senior Center. The southern boundary of the Specific Plan, at the SR 113 / 25A interchange, is about 7 miles from the heart of the UC Davis campus (at the SR 113 / Hutchison Drive interchange).



WRTP Plan Area Immediate Context Map

Description and Purpose The WRTP is envisioned as a dynamic innovation and technology hub where leading-edge companies can connect with start-ups and business incubators in a physically compact, walkable, bike-able and connected setting. As described in the introductory chapter of the plan, *"The Woodland Research and Technology Park will serve as a gateway to connect Woodland, a community that has shaped the future of food and agriculture for over a century, with UC Davis, one of the leading agricultural research universities in the world, through the creation of an enterprising mixed-use community."*

The Specific Plan proposes a mix of uses including business/technology park, office, retail and housing of varying densities, providing a long-term economic base for Woodland's future generations and new housing opportunities. Outlined in Chapter 2 of the plan, the project consists of "*350 acres poised for development of 2.2 million square feet of office, commercial and research/technology space, approximately 1,600 residential housing units and 17.6 acres of parks and open space, network trails and greenbelts. Approximately 5,000 jobs are anticipated at build-out. The Plan Area*

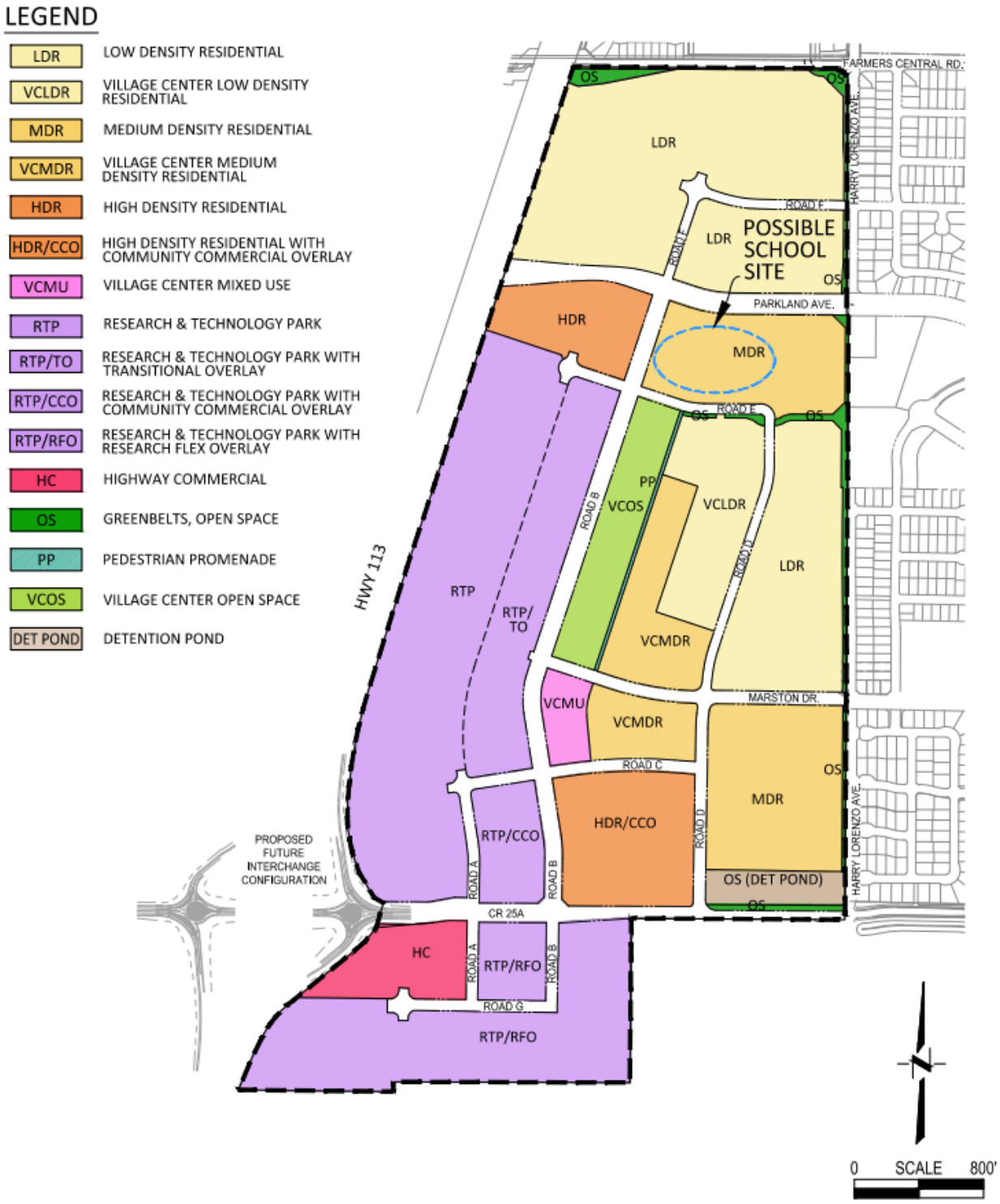
will bring new jobs to the City while reducing vehicle use and resultant emissions by providing an employment center and daily amenities within steps of attractive and diverse housing options."

The proposed land plan (copied below) is intended to provide for a seamless transition between the predominately low-density Spring Lake neighborhood to the east and the higher intensity uses identified in the Specific Plan. Higher intensity uses and housing densities are located along the SR 113 corridor and transition gradually to low- and medium-density housing compatible with the Spring Lake neighborhood.

The Research and Technology Park will accommodate office, research and light industrial "flex" space for a variety of users in a range of sizes and scale. The North Campus, located north of CR25A, serves as the core business hub for both established and large-scale companies as well as enterprising start-ups and incubator spaces. The South Campus, located south of CR25A, will carry forward this collaborative environment while offering additional opportunity for light manufacturing/industrial flex space and immediate proximity to real-time, field research sites.

The Yard, an 11-acre linear park, is the physical center and social "heart" of the Village Center and the broader Plan Area. Envisioned as a largely passive green space, The Yard will serve as a shared "front porch" and lawn for the broader Tech Park community, providing a transition zone as well as place of connectivity and interaction between the Technology Park uses to the west and the residential "Villages" to the east. A 3.5-acre "Village Center" allows for smaller format commercial spaces and mixed-use buildings envisioned to house retail/food venues and co-working space on the ground floor with residential and office uses permitted on the second and third floors. A key feature of the Village Center is the shared mobility hub, The Union, located along Road B just north of the primary gateway to the WRTP Plan Area. As described in the Specific Plan, "*The Union will provide an engaging point of arrival or departure from the Tech Park for employees and residents traveling to, from and within the Plan Area. The Union will serve as the point of convergence, seamlessly integrating traditional and innovative modes of travel.*"

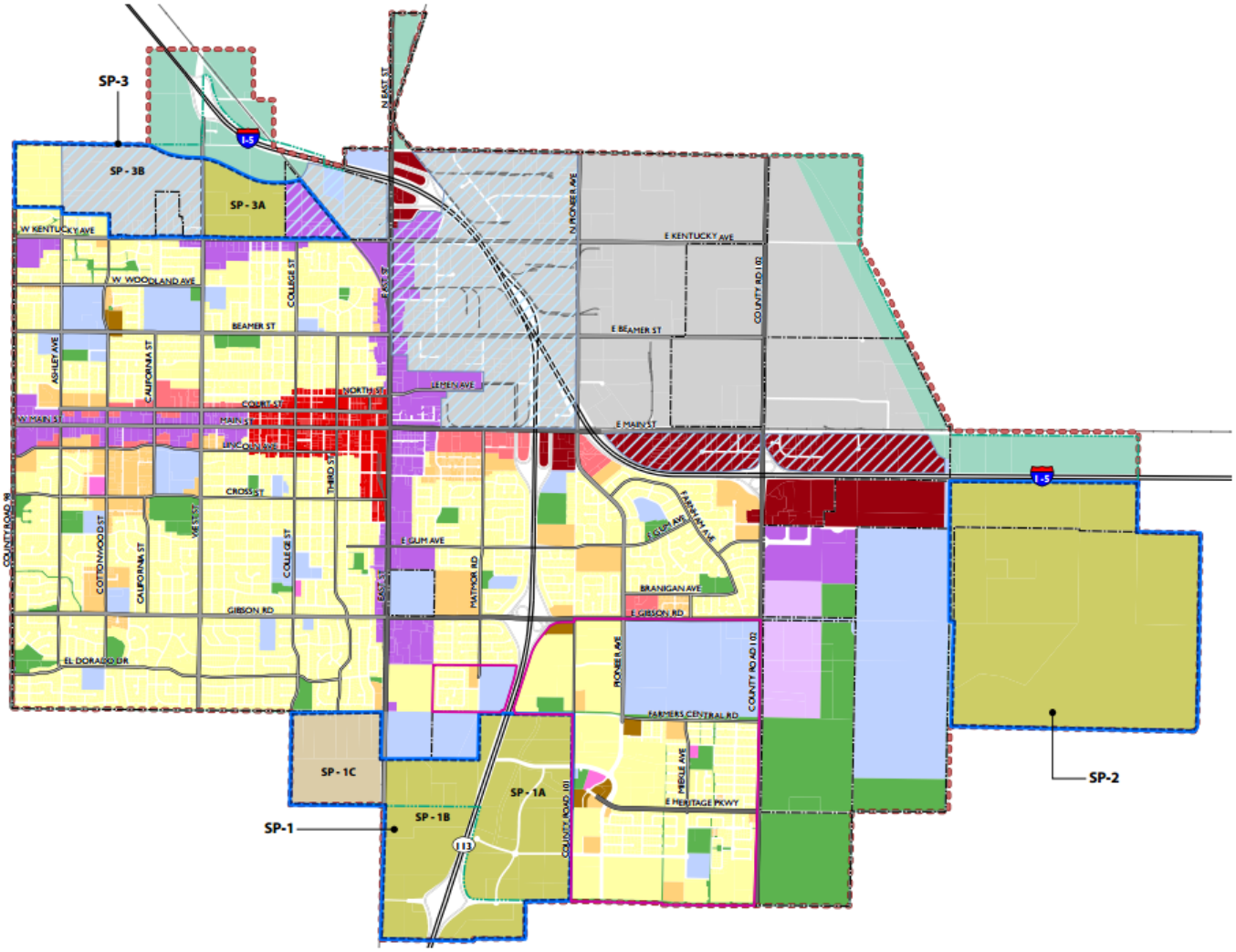
(See Attachment 3, WRTP Specific Plan, Chapter 2, *Land Use Framework*, and Chapter 3, *Land Use Regulations, Development Standards and Guidelines*, for additional detail on the land plan and development framework, including development standards and design guidelines.)



WRTP Land Plan and Zoning Map

General Plan Conformity

The 2035 General Plan envisions SP-1A (and SP-1B) to develop as "*mixed-use neighborhoods anchored by a research and technology business park in the 'Southern Gateway'…The highest intensity of development will occur within the business park area, providing a prime opportunity for job creation within Woodland. The remainder of these sub-areas will be largely residential within some open space and recreation areas.*"



2035 General Plan Land Use Map

General Plan Land Use Policy 2.L.2 directs the development of SP-1A as a mixed-residential district anchored by a research and technology business park in the South Gateway area at County Road 25A and SR 113. Policy 2.L.2 further specifies that the highest intensity development shall be concentrated "*within and in close proximity to the business park area, with lower density, largely residential uses to the north*."

Based on the direction provided by the 2035 General Plan, the following WRTP Specific Plan Guiding Principles provide the overarching vision for development within the Plan Area over a 15 to 25 year development horizon. Development, infrastructure, financing and implementation standards covered and described throughout the Specific Plan ensure the envisioned outcome is achieved through all phases of development. The General Plan assumes just over 2 million square feet of nonresidential building space and approximately 1,600 new housing units within new growth area SP-1A. The proposed WRTP land use plan is consistent with these assumptions.

Specific Plan Guiding Principles:

1. *INNOVATION*

The Plan Area will develop as a state-of-the-art innovation center campus for technology, research and development, and office uses. Flexibility in design and implementation is supported, allowing

businesses to respond to market demand through phasing of construction and the ability to offer a variety of building types and sizes. Complementary uses within immediate proximity to the business park, including hotel, commercial, employee-serving retail and recreational opportunities will support day–to-day needs of businesses, their clients and their employees.

2. *TECHNOLOGY CAPTURE/ TALENT RETENTION*

Collaboration with UC Davis, Woodland Community College and others will bolster start-up businesses and growing mid-to-large size companies through technology transfer and IP sourcing. The Plan will accommodate advanced technology-related jobs and training that allow a greater number of Woodland residents and college graduates from the Woodland Community College and throughout the region to live and work in the community, generating an infusion of intellectual capital.

3. BUSINESS PARTNERSHIPS

Companies locating in the Tech Campus will have the opportunity to take positive advantage of the existing and thriving seed, food, and agricultural-based industries currently located and doing business in and around Woodland. Access to additional resources and new markets, new ideas, materials and expertise will grow through strategic partnerships with new and existing businesses in Woodland.

4. *SUSTAINABLE AND RESILIENT*

The Plan Area will lead in energy efficiency and sustainable design. Development within the Plan Area will incorporate cutting edge green building practices. Land use strategies and transportation demand management will reduce vehicle miles traveled and facilitate the use of alternative fuel vehicles. The city's urban forest canopy will be increased and projects will incorporate naturalized stormwater management. These and other measures will contribute to meeting City goals for greenhouse gas reduction by 2035 contained in its 2035 Climate Action Plan.

5. *GATHERING PLACE*

A successful Village Center and featured 11-acre linear park will provide a mix of social gathering spaces for employees, residents, and visitors to connect, recreate, and relax. These informal networking opportunities will foster greater innovation and engagement among the workforce and allow for the balanced integration of work and life that the next generation of professionals seek.

6. *CONNECTIVITY/MOBILITY*

A combination of well-designed complete streets, protected bicycle lanes, and pedestrian / bicycle greenways will prioritize the pedestrian experience throughout the Plan Area. Well-connected parks, open spaces and greenbelts will encourage residents and employees to walk, bike, or scooter rather than drive to work, home and play. Existing bike trails and greenbelts will extend from and connect to the adjacent community including nearby schools, community center and shopping center. A shared mobility hub will serve as a point of connection for those arriving and departing the Tech Campus by various forms of alternative transportation – including micro transit stops and fixed bus routes with frequent service to Downtown Woodland and UC Davis. Amenities to support last mile active transportation alternatives are featured, including bike and scooter share services.

7. *HEALTHY COMMUNITY*

Connected streets with bicycle and pedestrian facilities, trails, accessible parks and open spaces with passive and programmed recreation will facilitate and encourage active, healthy living. Access to healthy foods through community gardens, a farmer's market and/or fresh produce market in the Village Center will be promoted. A mix of social gathering places will enable employees and residents to come together for fun and relaxation, boosting emotional wellness.

8. *NEW NEIGHBORHOODS/SEAMLESS TRANSITIONS*

Diverse, high quality and attractive new neighborhoods and housing options, including single and multi-family residential units and mixed-used projects will allow Tech Park employees to live and work close by and "move up" within the same neighborhood as families grow or nests are emptied. Land use and circulation planning, coupled with design and development standards will

ensure a thoughtful transition between the Plan Area and the adjacent Spring Lake neighborhood, complementing the established community.

Climate Action Plan Consistency

Buildout of the WRTP Plan Area, through development policies and standards, will play an important role in furthering the city's greenhouse gas (GHG) reduction goals. It is the goal of the Plan to strive for zero net energy consumption as outlined in the City's 2035 Climate Action Plan. The City's Climate Action Plan provides strategies and tools for addressing GHG emissions from development and aim to reduce Woodland's GHGs by 2020 and 2035 consistent with the State of California's own targets.

The following Specific Plan Policies found in Chapter 2 as well as the development standards outlined in Chapter 3 address sustainability requirements and implementation in the Plan Area. Several Policies closely mirror those adopted in May 2017 as part of the General Plan 2035 update (as indicated in parentheses below), while others are specifically crafted to implement the vision of the Plan Area.

1. **Consistency with the Climate Action Plan.** Ensure new development is consistent with the objective and targets of the City's Climate Action Plan with the goal of striving to achieve zero net energy at the building and neighborhood level. (Policy 2.C.2/2.L.2)
2. **Resource Efficiency.** Encourage and incentivize building construction that consumes less energy, water, and other resources; allows natural ventilation; uses daylight effectively; reduces stormwater runoff; and facilitates the use of clean energy whenever possible. Use trees for cooling, energy conservation and to improve air quality. (Policy 2.C.4)
3. **Electric/Alternative Fuel Vehicle Parking**. Parking facilities in non-residential zones shall provide for alternative fueling and electric vehicle charging. Residential development shall provide EV-capable facilities in all garages and parking lots. (Policy 3.H.7)
4. **Agricultural Interface.** Where development within the Plan Area occurs at the edge of the Urban Limit Line adjacent to agricultural land, a buffer of 150-feet shall be incorporated, where feasible, to minimize potential incompatibilities of the adjoining uses. (Policy 7.C.4/7.C.5)
5. A**gricultural Uses**. Where agricultural activity exists within the Plan Area boundary, the agricultural uses shall be permitted to continue until urban development occurs on the active agricultural properties. (Policy 7.C.2)

Overarching design and layout of the WRTP Specific Plan, including the live work/mixed-use nature of the community, the bike-pedestrian trail systems, and the proposed mobility hub with an emphasis on alternative transportation methods, provide important foundational elements of a sustainable and resilient project. Additionally, each project within the Plan Area is subject to those strategies outlined in the city's CAP to achieve GHG reduction targets. Each project will be required to complete a CAP Consistency Checklist as part of any development application/entitlement proposal, as follows:

A. *All new development projects and major expansion projects shall provide a summary of incorporated conservation measures, consistent with the City's 2035 Climate Action Plan (CAP), adopted with the General Plan in 2017. For each CAP strategy and related "action" relevant to new development projects, the City will determine: (a) the project is consistent; (b) the project with conditions or when modified would be consistent; (c) the strategy is relevant for new development, but not the subject project; or (d) the project includes one or more replacement strategies that would be equally or more effective in reducing GHG emissions and such replacement strategy or strategies are not included in the CAP or required by any other regulation, standard, design criteria, or other existing requirement.*

B. *All projects shall complete and submit the city's Climate Action Plan Consistency Checklist for review and approval by the city prior to project approval. The CAP Checklist allows proposed development projects to demonstrate consistency with the Climate Action Plan.*

C. *Consistent with General Plan Policy 2.L.2, all projects shall strive to meet net zero energy consumption through the incorporation of conservation measures above Title 24 standards and shall, at minimum, demonstrate consistency with Cal Green Tier One standards.*

D. *Additional GHG reductions strategies and sustainability measures shall be considered in major expansion projects and in the ongoing operations and use of all commercial and residential projects within the Plan Area including, but not limited to Energy Conservation, Water Conservation/Quality and Low Water Landscape measures as outlined in Sustainability Guidelines Sections 3.5.3.B for commercial uses and Section 3.5.12.B for residential.*

Additional detail regarding efficient and sustainable development standards and guidelines can be found in Chapter 3 of the Specific Plan, Sections 3.5.3.B and 3.5.12.D. Since the release of the Public Review Draft Specific Plan, additional guidelines have been added pertaining to the use of Sustainable Materials and Construction Practices. Additionally, the City's Climate Action Plan Consistency Checklist has been enhanced for the WRTP to align with plan guidelines around energy efficiency and sustainable design and site planning goals (Attachment ##).

Public Facilities Financing Plan

The WRTP Public Facilities Financing Plan ("Financing Plan") completed in July 2023, outlines a strategy to fund public facilities and project infrastructure through Plan Area buildout (Attachment 6). The Financing Plan describes the proposed funding mechanisms to construct the $255.5 million in identified public improvements needed to implement the Specific Plan. The plan relies on the following documents prepared in conjunction with the analysis:

- WRTP Specific Plan
- Development Agreements
- WRTP Development Impact Fee Nexus Study ("Nexus Study")
- WRTP Capital Improvement Program ("CIP")

The Nexus Study (Attachment 7) establishes the legally required "reasonable relationship" between the proposed development project and the capital/public facilities that are required to serve new development.

The WRTP CIP prepared by Cunningham Engineering Corporation (Attachment 8), identifies approximately $156.9 million in backbone infrastructure cost obligation for parks, streets, storm drainage, water and sewer improvements.

Completion of backbone infrastructure and other public facilities will be phased to serve logical increments of development, based on the demand for such facilities as the WRTP builds out. The timing and amount of development in each increment will depend on many factors, such as market demand.

Additionally, The WRTP will have an obligation to contribute to the construction of other infrastructure and public facilities not included in the CIP. For these public improvements, the developers will pay applicable City, County and WJUSD development impact fees. The cost obligation for these facilities is estimated at approximately $98.6 million for parks and open space, schools, libraries, fire,

police, general government, public transit, affordable housing, habitat and agricultural mitigation and County facilities.

In the normal course of the development approval process, the City will condition the WRTP's tentative maps with backbone infrastructure and other public facility requirements.

The developers of the WRTP will be responsible for advance funding and constructing all of the backbone infrastructure and public facilities needed to serve the WRTP, unless the City and WRTP proponents agree otherwise to City construction of specific improvements.

The project includes the adoption of a new Plan Area development impact fee program, the Woodland Research and Technology Park Infrastructure Fee Program ("RTIF Program") to fund backbone infrastructure and public facilities as described above to accommodate new residents and employees of the project area that are not funded by existing fee programs or other funding sources. Facilities included in the RTIF Program include those facilities with plan-wide benefits (i.e., serve multiple individual subdivisions), the costs of which should be distributed among RTIF land uses and ownership interests. Additionally, the financing strategy includes formation of one or more land secured bond financing districts (e.g., Mello-Roos CFD or Assessment District), which may be used to fund a portion of the total backbone infrastructure and public facilities needed at the outset of development. A detailed breakdown of funding sources and RTIF obligations is included in Attachment 6, Financing Plan. The table below summaries estimated development fees based on project type.

	Low Density Residential (per unit)	Medium Density Residential (per unit)	High Density Residential (per unit)	Commercial Development (per sq ft)	Business Park (per sq ft)
City Permit/Impact Fees	$50,117	$47,589	$25,151	$20.59	$13.94
Specific Plan RTIF Fees	$65,854	$45,004	$33,663	$11.89	$6.73
Other: (County, School, Ag, Habitat)	$17,702	$13,266	$7,651	$2.81	$3.12
Total	$133,673	$105,859	$66,465	$35.29	$23.79

The residential fees assume a 2,300 sq ft LDR unit, 1,850 MDR unit and a 990 sq ft HDR unit.
The commercial development includes the Village Center/Community Commercial categories.

Subject to the City's fee credit and reimbursement policies and the terms of the Development Agreement, some portion of the private funding will be repaid to the landowners/developers over time as the City is able to issue public debt on behalf of the project through the establishment of a Community Facilities District (CFD).

To pay for services and ongoing maintenance of public improvements, development in the WRTP is anticipated to participate in two services CFD's. The first will be a new WRTP maintenance CFD that would pay for maintenance of parks, greenbelts, street lighting, storm drainage, transportation demand management and other public improvements within the public right of way. The storm drainage payments will include proportionate cost sharing for existing storm drainage facilities constructed as part of the Spring Lake development. Sharing the maintenance of these facilities will help to reduce future cost increases for the Spring Lake L&L. Development in the WRTP is also

planned to annex into the existing Sports Park maintenance CFD. This too will spread the maintenance costs across additional parcels, reducing future increase for Spring Lake and other parcels that are part of the Sports Park maintenance CFD.

As noted in the project Financing Plan, the combined infrastructure and public facilities cost burden associated with Plan Area build out accounts for between approximately 19.2 and 19.8 percent of the estimated sales price of future residential units in the WRTP. Analysis provided by Economic & Planning Systems, Inc. (EPS), notes that cost burdens of this magnitude are at the upper end of the range typically used to assess the financial feasibly of development.

While the fee burdens for development within the Plan Area are high, they are generally in line with fees burdens in the adjacent Spring Lake community where the City generally has experienced strong building permit activity with the exception of the years immediately following the Great Recession. However, staff is concerned about the significant infrastructure burden that the fee program places on the single family homes and the speculative reimbursement timeframe.

As such, the City recognizes the need to continue to explore ways in which to manage project costs and limit the total fee burden placed on both residential and commercial development without compromising the vision and integrity of the plan. Any modifications to the Financial Plan will be subject to future Council approval.

Development Agreement

A Development Agreement is a contract between the developer and a city that identifies the development standards and conditions that will apply for the life of the project. Such Agreements provide two primary benefits: For the benefit of the applicant/owner, they allow a project with multiple phases and a several-year build out to “vest” to the standards identified in the Agreement. This reduces the risk that unexpected regulations will be enacted before completion of the project. For the benefit of the city, the Agreement allows for improvements, programs and financial obligations of the project applicant/owner resulting in greater community benefit than would otherwise be achieved through the land use regulatory process.

In order to specify the manner in which the necessary infrastructure, public facilities, and other programs or services as provided in the Specific Plan will be constructed and/or operated and financed, among other matters, the City and the project applicant/ownership group have entered into Development Agreements (Attachments 11-15). The terms and conditions of the Development Agreements are consistent with the goals and policies of the Specific Plan. Key provisions of the WRTP Development Agreement are summarized below including: Term of Agreement; Promoting Jobs; Food & Ag-Tech / Life Science Incubator; Affordable Housing Obligation; School Site Reservation; Community Facilities District Obligation; Build-to-Rent Limitations.

Term of Agreement – The city will enter into a separate Development Agreement with each of the four property owners, representing six property segments within the Plan Area. The term of each agreement begins upon full execution of the agreement immediately following City Council approval, and shall continue for an initial period of twenty-five (25) years thereafter. Extension and/or amendments to the Development Agreements require approval by the City Council.

Promoting Jobs – It is of significant importance to the City Council and community that the Research and Technology Park component (jobs component) of the Specific Plan Area build out concurrent with, if not ahead of, future residential housing units. As such, the project finance plan and individual Development Agreements have taken the following steps to ensure shovel ready and regionally competitive development sites within the Research and Technology Park zones:

- ***Ensure Fee Burden for Non-Residential Development is Competitive.*** Recognizing the high-cost burden of development within new growth areas and the importance of remaining regionally cost competitive to attract new companies and commercial builders, the Plan Area development impact fees ("RTIF" fees, also described in Finance Plan section above) are structured in a manner to ensure the total fee burden for non-residential development is within the range of other similar industrial opportunity sites within the region. To achieve this, the property owners have agreed through the terms of the development agreements that some land uses in the plan area, including certain residential uses, will pay fees in excess of their proportionate "fair share." The commercial cost allocation factor is adjusted to be 25 percent of the original factors established for the proportional demand generated by each nonresidential development type. In turn, this structure reduces the per square foot Plan Area impact fee for non-residential construction as a necessary means to be able to attract new companies. Staff and the applicant team analyzed at great length the appropriate allocation of the infrastructure fee burden so as to keep non-residential development competitive in this market, while not overburdening future residential development. The resulting low density residential RTIF fees, approximately $64,854 per unit ($133,673/per unit including all fees charged at building permit), are comparable to current Spring Lake project fees (this is based on an assumed 2,300 square foot home). As such, it is anticipated that residential development will remain feasible and attract high quality home builders to the Plan Area. The resulting non-residential RTIF fees (based on Business Park fee category), approximately $6.73 per square foot ($23.78/sf including all fees charged at building permit), remain high for the region even with constraining the fee burden; however, given the proposed Plan Area amenities and proximity to UC Davis, it is believed that the fee burden is competitive overall and will allow for the concurrent build out of the Research and Technology Park campus with future residential homes in the Plan Area. (See also Financial Feasibility analysis above.) It should be noted that citywide development impacts fees are not reduced and will be charged consistent with current allocation methodology.
- ***Extension of Infrastructure to Serve Research and Technology Park Campus*.** Commercial builders as well as the new or expanding businesses they serve, typically require process expediency from acquisition through construction. Commercial interests therefore seek out "shovel ready" opportunity sites with proximate and existing utility and roadway infrastructure to serve the project. It is uncommon for non-residential development to participate in significant off-site infrastructure development due to challenges obtaining financing and/or bonding capacity exceeding direct project costs as compared to residential development. However, the Specific Plan intentionally locates the Research and Technology Park campus along the west side of the plan area along the Highway 113 freeway, approximately .34 miles from existing roadway and utility infrastructure stubbed at the western boundary of Spring Lake. As such, to facilitate non-residential development in the Research and Technology Park campus, WRTP low- density residential development will construct 150 percent (150%) of its off-site improvement obligation at final map to expedite and advance the extension of roadways, utility and other public improvements otherwise required of non-residential development. WRTP medium-density residential development will construct 130 percent (130%) of its off-site improvement obligation at final map. Off-site improvements that extend infrastructure to the RTP campus will be prioritized to create shovel ready sites for new companies looking to locate in the Plan Area. Residential builders will be reimbursed for their excess infrastructure construction as non-residential and high-density residential projects build out and pay RTIF fees.
- ***By-Right and Expedited Permitting***. While not directly tied to the project Development Agreement(s), a third key incentive built directly in to the Specific Plan to assist in attracting

quality science and technology-based companies is “by-right” land use through zoning. Specifically, desired businesses and uses as outlined in the Specific Plan are permitted by-right, reducing project review times and providing certainty for incoming businesses. Further, the environmental document prepared for the Specific Plan adequately covers a range of future desired uses in the plan area. This again provides greater certainty and reduces entitlement timeframes substantially and provides advanced understanding of development obligations including habitat and agricultural mitigation requirements early in the process, minimizing unknown project variables.

Affordable Housing Obligation – The Specific Plan provides for a variety of housing types and densities from detached single-family homes to mid-rise urban style lofts and apartments. Three residential zones (Low-, Medium- and High-Density) are included in the plan as follows:

Land Use Designations	Zones	Gross Acres	Density Range	Estimated Dwelling Units
Low Density Residential	LDR	74.8	1.0-8.0	500
Village Center Low Density Residential	VCLDR	13.1	1.0-8.0	
Medium Density Residential	MDR	35.5	8.1-19.9	600
Village Center Medium Density Residential	VCMDR	16.7	8.1-19.9	
High Density Residential	HDR	9.7	20.0-40.0	500
High Density Residential/Community Commercial Overlay	HDR-CCO	15.9	20.0-40.0	
Subtotal Residential		165.7		1,600

Approximately 1,100 units will be developed at medium and high density ranges (8.1 – 40.0 dwelling units per acre). These generally smaller lots and smaller unit development types create relative “affordable by design” housing options for buyers and renters. In addition, the Specific Plan is subject to the City’s adopted Affordable Housing Ordinance. The ordinance requires that ten percent (10%) of all residential units be made available to low income tenants or home buyers or that an in-lieu fee be paid to support affordable housing outside of the immediate residential development project. The in-lieu fees are established in the Development Agreement at the following rates:

1. $3.00/sf on all market rate single family units or LDR units
2. $2.50/sf on all market rate MDR units
3. $2.00/sf on all market rate rental units or HDR

Rates are adjusted for Construction Cost Index (CCI) annually. At the stated rate, it is anticipated that Plan Area will generate over $6 million in in-lieu fees. In-lieu fees collected in the Plan Area will be prioritized for reallocation to affordable housing development within the Plan Area and secondarily to other affordable housing goals within the city.

While in-lieu fees may be collected for for-sale and rental development projects, the Development Agreement stipulates that a minimum of 160 affordable units must be developed within the Plan Area, which is equivalent to ten percent of the 1,600 total units anticipated at build out. To guarantee this requirement is achieved, the Development Agreement also stipulates the dedication of two, 2.5-acre land dedication sites in the High Density residential zones for the development of 160 affordable units. Land dedicated for housing will be fully improved with infrastructure, frontage

improvements, paved street access, utility service connections and other off-site improvements as may be necessary for development of the required affordable units.

In addition to the 160 restricted income units, an additional 120 units will be constructed at or above 30 dwelling units per acre in compliance with the city's Housing Element assumptions for WRTP build out, creating much needed housing for "missing middle" income households.

Food & Ag-Tech / Life Science Incubator – The applicant/ownership group recognizes the importance of a facility that supports the growth of new science and technology based companies to future innovation in the region and the ability to attract serious food, ag and life science companies to the project area. The Lab@Agstart, Woodland's existing ag/tech incubator, maximized capacity less than a year after opening. The research and innovation occurring at The Lab and ideally its future expansion within the Technology Park will gain the attention of established food, ag, and health related companies looking to locate in the region. These companies will in turn bring higher paying career opportunities for Woodland residents and will ideally serve and compliment Woodland's existing food and agricultural economy.

To further this objective, the Development Agreement stipulates that prior to the first 500,000 square feet of non-residential construction in the Plan Area, the owner of the RTP zoned property has agreed to construct, or cause to be constructed, no less than 30,000 square feet of research and technology space dedicated to the support of new technology-based companies, such as a start-up/business incubator space or academic-industry collaboration space. The City and property owner will work together to determine an appropriate operator for such space.

School Site Reservation – The WRTP Plan Area is currently served by the following elementary, middle and high schools within the Woodland Joint Unified School District (WJUSD, or "District") based on attendance boundaries:

- Spring Lake Elementary School
- Tafoya Elementary School
- Woodland Prairie Elementary School
- Douglass Middle School
- Pioneer High School
-

It is anticipated that residential development within the WRTP Plan Area will result in additional student generation and that a new elementary school, in particular, would greatly benefit the Specific Plan Area should additional capacity be needed.

As requested by WJUSD, a site of up to 12-acres is identified in the WRTP Specific Plan for a possible future elementary school. A transitional kindergarten through 12th grade school is permitted, by right, in the plan area Medium Density Residential zone. However, at present, WJUSD is not in a position to acquire the property and has not completed a full assessment as to whether an additional school campus in needed in this location. The District has requested additional time to complete its assessment and determine the need, timing, and funding for future school facilities.

The WJUSD Board of Trustees established a subcommittee to work with the City on appropriate language to include in the WRTP project Development Agreement. Through this consultation with the District subcommittee, language has been incorporated into the Specific Plan and Development Agreement that would reserve 12-acres within the Medium Density Residential (MDR) zone located at the southeast corner of Parkland Avenue and Road B, for purchase by WJUSD for the

development of an elementary school campus. Specifically, the 12-acre site shall be reserved for purchase by the District until issuance of the 350th residential building permit within the Plan Area, or until such time as the school fees paid by the WRTP developers are sufficient to cover the District's land purchase costs, whichever occurs sooner.

The Development Agreement with the project developer/owner (of the MDR site) further stipulates that no later than 60 days after execution of the agreement, the project developer/owner shall enter into good faith negotiations with WJUSD on a School Site Purchase and Sale Option Agreement. Additionally, all the individual property owners will enter into good faith negotiations involving the payment of a supplemental school fee to fund the construction of educational facilities that provide capacity for students generated by the Specific Plan. The option agreement will establish a holding account for any supplemental school fee (above the District's established Level 1 school impact fees) agreed to by the developer/owner and paid at residential building permit issuance.

In the event the District does not proceed with construction of an elementary school campus within the Plan Area, or other project(s) specified in the Option Agreement by the 800th residential building permit, the supplemental fees collected may be used to offset costs associated with public improvements in the plan area pursuant to the terms within the Development Agreement. Should the District elect not to purchase the 12-acre school site, the property will be allowed to be developed consistent with the designated MDR zoning.

Community Facilities District Obligations – As described above in the Public Facilities Financing Plan section of this report, prior to the recordation of each small lot final subdivision map or large lot map in the Plan Area, developers will annex into two or more Community Facilities Districts (CFD). CFDs will include the Woodland Sports Park CFD established for the purpose of funding ongoing operation of the Sports Park facility, and a project Maintenance CFD established for the purpose of funding public services and maintenance costs associated with build out of the WRTP Plan Area.

As outlined in the Development Agreement, the maximum effective tax rate for properties within the Plan Area from all applicable financing districts, including the Sports Park CFD, the Maintenance CFD and any additional CFD or Assessment District established for the purpose of financing public infrastructure may not exceed one and 8/10 percent (1.8%) of the anticipated fair market value of each improved parcel. The tax rate cap is intended to ensure future property owners are not overburdened by debt repayment as a result of development financing. The total tax burden calculation includes projected ad valorem taxes and all overlapping assessments and special taxes.

Build to Rent Limitations – "Build to rent" single family development is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes. It is the intention of the WRTP Specific Plan that a diversity of housing types, densities and affordability levels are achieved through Plan Area build out, and that in particular, ownership and equity building opportunities are available at different price points and product types. Therefore the Development Agreement limits the Build to Rent development to only that portion of the Medium Density Residential Zone south of the future Marston Drive extension.

Modifications to the Public Review Draft Specific Plan

Since the initial release of the Public Review Draft Specific Plan, minor text edits and content amendments were made to improve clarity around implementation expectations and/or in response to public comments and suggestions. A summary of Specific Plan amendments is provided in Attachment ##. Redline chapters edits were also made available on the project webpage for public

review on August 1, 2023, along with the Final Draft Specific Plan chapters.

Fiscal Impact Detailed Summary

As part of the project evaluation, a Fiscal Impact Analysis was prepared by consulting firm, BAE Urban Economics, to identify the net fiscal impact of the project on the city. A summary of anticipated revenue, expenditures, and net fiscal impact is provided below. For further detail, please refer to the Fiscal Impact Analysis Memorandum provided in Attachment 9.

Revenue

Property Related Revenue - By full buildout, the WRTP project will have an assessed value of nearly $1.2 billion, based on assumptions regarding average value per residential unit and average value per non-residential square foot. The total projected assessed value drives direct property tax and property transfer tax revenue to the City. Based on the allocation of property tax to the City of Woodland, at 16.58 percent of the ad-valorem tax amount, the City is expected to receive roughly $2.0 million in annual property tax from the WRTP project by full buildout. In addition to secured and unsecured property tax, the City is also projected to receive approximately $986,000 per year of In-Lieu of Vehicle License Fee (ILVLF) revenue at full buildout.

In addition to property tax and ILVLF revenue, the City will also receive a tax upon transfer of the real estate in the WRTP. Based on assumed turnover rates, it is projected that roughly $62,000 of additional annual revenue generated by the property transfer tax allocated to the City at full buildout of the WRTP.

Sales Tax Revenue - Based on average annual per-resident and per-employee taxable sales assumptions, the WRTP is projected to generate approximately $118 million of additional retail sales within the City of Woodland yearly. Based on the increase in taxable sales, the City is projected to receive nearly $1.3 million annually in additional sales tax revenue by project buildout. This includes $1.2 million in the base Bradley Burns sales tax amount, plus an additional $172,000 annually from the pooled base sales tax revenue, and $14,150 annually from the Proposition 172 public safety sales tax. This excludes both revenues and expenditures of Measure F and J sales tax revenues. However, this analysis does take into account the City-County revenue sharing agreement, which states that Yolo County will receive 15 percent of any annual sales tax generated above $155,000 within the WRTP. This amounts to roughly $110,000 annually allocated to the County at full buildout of the WRTP.

Other revenue - At full buildout, the WRTP is projected to generate an additional $750,000 of other annual revenue to the City. The majority of this revenue is associated with permits and charges for service, followed by Transient Occupancy Tax revenue.

Expenditures

Total Annual Cost - The total General Fund expenditures to support the full buildout of the WRTP is estimated at $4.5 million annually by WRTP buildout. The largest share of these costs is associated with police and fire services estimated at $2 million and $1.1 million respectively and based on service population anticipated at project build out. Other costs include roadway maintenance, transit, community services, library, etc. Similar to nearby developments in the City of Woodland, costs to maintain the parks, greenbelts, and street lighting will be covered through a supplemental levy (e.g., Community Facilities District) and therefore are not included in the General Fund fiscal impact analysis.

Net Fiscal Impact

At full buildout of the WRTP, the development is projected to generate an annual surplus of nearly $740,000 to the City's General Fund. Based on the absorption schedule, the City would realize a significant fiscal surplus by Year 15, estimated at nearly $720,000 per year. This is driven by the delivery of all residential units and nearly two-thirds of the non-residential space by Year 15.

Relationship to Spring Lake Specific Plan Build Out
General Plan Policy 2.B.1, Existing Specific Plan Areas, states that "new Specific Plans shall examine impacts on the completion of infrastructure and amenities within existing Specific Plan areas that are still developing." As such, the WRTP Specific Plan analyzed potential impacts to the completion of the Spring Lake Specific Plan area, located immediately east of the project. An analysis completed by BAE Urban Economics in July 2020 concluded that, *based on the current status and projected build out of Spring Lake, the Woodland Research and Technology Park project is not anticipated to delay the timing of completion of remaining infrastructure or amenities to be built as part of the Spring Lake Specific Plan. Infrastructure and amenities to be constructed by the WRTP, or fees paid by the development, will actually help complete improvements and services planned with build out of the southeast area including; … fire station #3 relocation, additional police beat, additional sports fields at the Community Center, and the new aquatic facility…."*

The Spring Lake Specific Plan was originally adopted in 2001, anticipating 4,053 residential units at Plan Area build out. Today, the residential component of the Plan Area is expected to build out at or near 4,162 units and is nearing 80 percent built out with 3,210 units completed or under construction. All low density residential sites are completed or actively under construction or in process. One 7-acre medium density developed site is mapped and entitled for development, but a builder has not yet been identified. Two medium density sites are currently under construction. Three high density multi-family development sites totaling approximately 18 acres are shovel ready for future development. The rate of build out of the remaining high-density sites is not anticipated to be significantly impacted by the WRTP Specific Plan, however multi-family housing tends to take longer to develop as a result of market demand and financial feasibility. To try and help improve the feasibility of constructing multifamily units, the City recently modified the development impact fees for multifamily and smaller units, including those within Spring Lake.

All Spring Lake parks are completed or advancing toward completion with the exception of the smallest, 4-acre park site located within the Spring Lake Central area, southeast of Harry Lorenzo and Parkland Avenues. This 4-acre site is anticipated to be completed as the remaining medium and high-density development sites proximate to the park site are constructed.

Two commercially zoned sites totaling 7 acres remain undeveloped in Spring Lake. Commercial development in these locations is challenging for many reasons, however, the additional rooftops and the employment generating uses in the WRTP Plan Area could make commercial development in Spring Lake more economically viable.

As noted in the BAE memo, a Fire Department Standards of Coverage and Staffing study completed by the city confirmed that the relocation of Station #3 to the Willow Springs School site would improve coverage to the east part of Woodland including Spring Lake and also result in more efficient station deployment through the build out of the General Plan. The City acquired the Willow Spring School site in June of 2019 and has initiated analysis of financing options for construction of the station. The primary funding sources for construction of the station will be development fees. Feasibility of financing and timing of construction of this facility is largely dependent on the continued rate of development in Woodland. The fees from the WRTP and/or other development beyond Spring Lake will be needed to fully fund construction of the new fire station.

Annexation, Prezoning and General Plan Amendment:
The State of California enacted legislation in the 1960s to provide regulation on the reorganization of municipal boundaries. These laws have since been refined and are now referred to as the Cortese-Knox-Hertzberg Local Government Reorganization Act. This law establishes rules and policies for incorporating land into local jurisdictions (cities). One major component of the law is the creation of

Local Agency Formation Commissions (LAFCo). LAFCos represent each county in the State and are the final decision-makers on annexations. They serve the important role in evaluating local government boundaries while guiding the efficient, cost-effective, and reliable delivery of municipal services to California's citizenry.

Following the August 17 Planning Commission public hearing, the City Council will be asked to take action to approve a Resolution requesting that the Yolo Local Agency Formation Commission process an annexation application for the WRTP Plan Area / General Plan Area SP-1A. The resolution specifically directs the City Manager to file an annexation application with Yolo LAFCo to initiate this process. Assuming this Resolution passes, the City Manager will file the application and the Yolo LAFCo Commission will consider the annexation request at a regularly scheduled meeting. Following Yolo LAFCo approval, the city boundary will be amended to incorporate the Specific Plan Area in to the city limit and the adopted Prezoning will become the established zoning for this newly annexed area.

A "Prezone" is a zoning designation, formally adopted by a city, that applies to property outside city limits. Prezoning is a requirement of the LAFCo process and has no regulatory effect until the property is annexed. The applicant is proposing zoning designations that are compatible with the proposed WRTP commercial, residential, and parks and open space development. The proposed zoning designations are depicted in the WRTP Land Plan and Zoning Map embedded in this report.

The WRTP Specific Plan requires amendments to the 2035 General Plan to change the land use designation from SP-1A to "SP-1A – Woodland Research and Technology Park," and to adjust the city boundary to incorporate the Plan Area into the city limit, as shown in exhibits to Attachment 1.

Environmental Consideration:

The Draft EIR (State Clearinghouse Number 2017062042) was received by the State Clearinghouse and circulated for a 45-day public review period from May 17 through July 2, 2021. A video presentation by staff, introducing the Project and outlining the CEQA process, was provided via teleconferencing in compliance with Governor's Executive Orders N-29-20 and N-35-20. A recording of the presentation was made available for review at https://woodlandca.portal.civicclerk.com/event/1498/media. Comments were accepted during the meeting and in advance of the meeting via voice messages and email, as well as throughout the public comment period via mail and email.

The comments on the Draft EIR and responses to those comments are contained within the Final EIR document, together with edits to the Draft EIR resulting from public comments and staff-identified corrections. The Draft EIR and Final EIR combined constitute the complete Woodland Research and Technology Park Specific Plan EIR. The City Council is the approval body for certification of the EIR.

Project Impacts and Mitigation Measures

The EIR presents an analysis of the environmental impacts of adoption and implementation of the WRTP Specific Plan. Specifically, it evaluates the physical and land use changes from potential development that could occur with adoption and implementation of the WRTP Specific Plan. The EIR evaluates eleven (11) areas of potential environmental impact in detail, including those issues and concerns identified in the Notice of Preparation distributed at the start of the EIR process to solicit study topic suggestions. The potential impacts of the Proposed Project and recommended mitigation measures are summarized in the Draft EIR Executive Summary, Table ES-1, and updated in Appendix A of the Final EIR. The Draft EIR concluded that nearly all the Proposed Project's potential impacts could be mitigated. However, the Draft EIR identified a total of ten (10) impacts, outlined below, that are significant and unavoidable for the Proposed Project.

Alternatives Analyzed within the Draft Environmental Impact Report
The alternatives represent a range of reasonable alternative land use plans to the proposed project that would attain most of the basic objectives but would avoid or substantially lessen one or more of the significant effects of the Proposed Project. Based on the alternatives analysis, an environmentally superior alternative is defined. CEQA mandates consideration and analysis of alternatives to the proposed project. According to CEQA Guidelines, the range of alternatives "shall include those that could feasibly accomplish most of the basic purposes of the project and could avoid or substantially lessen one or more of the significant impacts." Chapter 4 of the Draft EIR analyzes four alternatives the City considered during preparation of the proposed Specific Plan and Draft EIR: (1) No Project (No Development) Alternative, (2) No Project (Development) Alternative, (3) Reduced Mobile Source Emissions and Proximity Between Emissions Sources and Sensitive Land Uses Alternative, and (4) Utilize Open Space as an Environmental Buffer Alternative. The Draft EIR presents key features and projected buildout of each of the alternatives and compares their potential environmental impacts to the Proposed Project. The environmentally superior alternative is the alternative that would generate the fewest or least severe adverse impacts. As shown in Table 4-1 of the Draft EIR, Alternative 1 would have the greatest number of reduced impacts. Therefore, Alternative 1 would be the Environmentally Superior Alternative. This alternative provides the greatest reduction in potential environmental effects of the proposed project. Other than this No-Project Alternative, Alternative 4 would provide the most benefit relative to reducing environmental effects compared to the proposed WRTP Specific Plan. The Draft EIR is available online at: https://www.cityofwoodland.org/DocumentCenter/View/6935/Draft-Environmental-Impact-Report-Woodland-Research-and-Technology-Park-Specific-Plan.

Significant Unavoidable Impacts
CEQA is intended to inform decision makers and the public and to prevent avoidable environmental damage. The CEQA Guidelines require a process to identify the environmental impacts, but the specific outcome is a local decision. The EIR process includes technical terms that are defined by the Guidelines and the case law that has developed over the years. Additionally, the project's CEQA analysis conservatively assesses potential development outcomes to ensure the environment is protected in a variety of development scenarios and discloses those results. Therefore, actual development may at times result in reduced environmental impacts than the analysis anticipates.

The Final EIR concluded that even with implementation of all feasible mitigation measures and consideration of project alternatives, the project, consistent with the findings of the 2035 General Plan and Climate Action Plan EIR, would have the following significant and unavoidable impacts:

- Impact 3.1-1. Substantially Degrade the Existing Visual Character or Quality of Public Views of the Site and its Surroundings
- Impact 3.1-2. Create a New Source of Substantial Light or Glare Which Would Adversely Affect Day or Nighttime Views in the Area
- Impact 3.2-1. Loss of Important Farmland and Conversion of Agricultural Land to Nonagricultural Urban Uses
- Impact 3.2-3. Conflict with Existing On-Site and Off-Site Agricultural Operations
- Impact 3.3-1. Conflict with or Obstruct Implementation of the Applicable Air Quality Plan
- Impact 3.3-2. Result in a Cumulatively Considerable Net Increase of Criteria Air Pollutant and Precursor Emissions
- Impact 3.6-1. Cause a Substantial Adverse Change in the Significance of Archaeological Resources as defined in CEQA Guidelines Section 15064.5
- Impact 3.11-1. Generation of a Substantial Temporary (Construction-related) Increase in Ambient Noise Levels in the Vicinity of the Project in Excess of Standards Established in the Local General Plan or Noise Ordinance, or Applicable Standards of Other Agencies

- Impact 3.11-2. Generation of a Substantial Permanent (Long-term Operations) Increase in Ambient Noise Levels in the Vicinity of the Project in Excess of Standards Established in the Local General Plan or Noise Ordinance, or Applicable Standards of Other Agencies
- Impact 3.11-3. Generation of Vibration

Statement of Overriding Considerations
The City has adopted all feasible mitigation measures with respect to these impacts, which further lessen the impacts, but would not reduce them below a level of significance. In order to approve the proposed project with significant and unavoidable impacts, the City Council must adopt a Statement of Overriding Considerations. This is a specific finding required by CEQA that the Project includes substantial benefits that outweigh its adverse environmental impact and is adapted to fit local conditions and priorities. It is very common for cities to approve a project with significant and unavoidable impacts for a plan of this size when the plan has significant benefits. In this case, the Specific Plan benefits include economic investment, opportunities for new housing, funding for affordable housing, proximity of work opportunities to housing opportunities, proximity of work opportunities to public transit, creation of a walkable district and enhanced public realm, generation of revenue, encouraging environmental sustainability practices, and various other community benefits. The Statement of Overriding Considerations is included as part of the CEQA Findings (Attachment 1, Exhibit B). The City Council will be the final decision-making body on all documents associated with the certification of the Final EIR.

Certification
In order to complete the EIR process and certify the document, CEQA requires the adoption of CEQA Findings of Fact and Statement of Overriding Considerations (Attachment 1, Exhibit B) and a Mitigation Monitoring and Reporting Program (Attachment 2 – Appendix A). The CEQA Findings state that the City has met all procedural requirements of CEQA, that the reviewing body has reviewed the EIR, and that the EIR reflects the City's independent judgment. The MMRP establishes responsibility and timing for implementation of all required mitigation measures.

Legal / Public Notification:
Notice of Public Hearing was distributed to the following parties on August 4, 2023:

- Property owners within the Specific Plan Area boundary
- Property owners and tenants/occupants within 600 feet of the project area boundary
- All agencies, organizations and individuals that commented on the Draft EIR

Advertisement was published in the Woodland Daily Democrat on August 6, 2023.

Email notification was distributed to the WRTP Project and Spring Lake Neighborhood Listservs on August 2, 2023. Project information was additionally posted on the City's social media channels.

All project materials have been made available on the project webpage since August 11, or earlier: https://www.cityofwoodland.org/ResearchPark. Hard copies of project materials are available upon request at City Hall.

Conclusion:
Staff recommends that the Planning Commission hold a Public Hearing and Adopt Resolution No. PC23- _____ (Attachment 1), recommending City Council take the following actions regarding the Woodland Research and Technology Park Specific Plan project:

- Certify an Environmental Impact Report and adopt CEQA Findings, Facts, Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Woodland Research and Technology Park Specific Plan project.
- Amend the City of Woodland 2035 General Plan to incorporate the Woodland Research and Technology Park Specific Plan.
- Adopt the Woodland Research and Technology Park Specific Plan.
- Adopt an ordinance prezoning for the Woodland Research and Technology Park Specific Plan Annexation area.
- Waive the first reading and introduce and ordinance adoption Prezoning for the Woodland Research and Technology Park Specific Plan, and adding Chapter 17.04.070, Woodland Research and Technology Park Specific Plan, to the City of Woodland Municipal Code and amending the City of Woodland Zoning Map to be consistent with the Woodland Research and Technology Park Specific Plan zoning.
- Initiate annexation of approximately 350 acres into the City of Woodland.
- Approve the Woodland Research and Technology Park Specific Plan Public Infrastructure Financing Plan and Nexus Study.
- Adopt ordinances approving a Development Agreement by and between the City and each of the property owners within the Woodland Research and Technology Park Specific Plan, which include the following: Bullseye Land Company, LLC; Costalotta Partners, LLC; Sewmawpaw Woodland LLC; Spencer Rev. Living Trust; and Thomas C. Heaton and Olga Chengaeva.

Prepared by: Erika Bumgardner, Principal Planner/Business Development Liaison

Reviewed by: Brent Meyer, Community Development Director/City Engineer

Attachments:

1. Resolution
2. WRTP Specific Plan Final EIR
3. FINAL DRAFT Woodland Research and Technology Park Specific Plan
4. Amendments to Specific Plan Post Public Review Draft Release
5. Summary of Community and Stakeholder Outreach and FAQs
6. WRTP Public Facilities Financing Plan
7. WRTP Development Impact Fee Nexus Study
8. WRTP Capital Improvement Program
9. WRTP Fiscal Impact Analysis
10. WRTP Climate Action Plan Consistency Checklist
11. WRTP Development Agreement Template - Bullseye Land Company LLC
12. WRTP Development Agreement - Costalotta Partners, LLC
13. WRTP Development Agreement - Sewmawpaw Woodland LLC
14. WRTP Development Agreement - Spencer Rev. Living Trust
15. WRTP Development Agreement - Thomas C. Heaton and Olga Chengaeva

RESOLUTION NO. PC23-_____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING CITY COUNCIL TAKE THE FOLLOWING ACTIONS: CERTIFY THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN EIR; ADOPT THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN; APPROVE AMENDMENTS TO THE CITY OF WOODLAND GENERAL PLAN; APPROVE PREZONING FOR THE SPECIFIC PLAN AREA AND AMENDMENTS TO THE CITY OF WOODLAND ZONING CODE AND ZONING MAPS; APPROVE THE PUBLIC INFRASTRUCTURE FINANCING PLAN AND NEXUS STUDY FOR THE PROJECT; REQUEST THE YOLO LOCAL AGENCY FORMATION COMMISSION PROCESS AN ANNEXATION APPLICATION FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN PURSUANT TO THE CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000 AND AUTHORIZE AND DIRECT THE CITY MANAGER TO FILE AN ANNEXATION APPLICATION WITH THE YOLO LOCAL AGENCY FORMATION COMMISSION; APPROVE AND AUTHORIZE EXECUTION OF DEVELOPMENT AGREEMENTS BY AND BETWEEN THE CITY OF WOODLAND AND EACH OF THE PROPERTY OWNERS WITHIN THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN AREA

APN: 041-080-022; 041-020-010, -017, -030, -031, -042, -043

WHEREAS, On March 6, 2017, the City received Planning Application PLNG170017 for the Woodland Research and Technology Park ("WRTP") Specific Plan ("Specific Plan"). The project, initiated by the majority landowner within the Specific Plan area boundary and in communication with the remaining three property owners, encompasses 351 acres southwest of Farmer's Central Road and Harry Lorenzo Avenue; and

WHEREAS, the Project Area is located outside of but adjoins the current corporate boundary of the City; and

WHEREAS, the City adopted an extensive General Plan update in May 2017, which designated the 351 acre project site as Specific Plan Area 1A (SP-1A); and

WHEREAS, the 2035 General Plan envisions SP-1A (and SP-1B) to develop as "*mixed-use neighborhoods anchored by a research and technology business park in the 'Southern Gateway;'* and

WHEREAS, General Plan Land Use Policy 2.L.2 directs the development of SP-1A as a mixed-residential district anchored by a research and technology business park in the South Gateway area at County Road 25A and SR 113 and assumes 2.16 million square feet of nonresidential building space and 1,600 housing units within the new growth area; and

WHEREAS, the proposed Woodland Research and Technology Park Specific Plan is consistent with these assumptions, and provides the development framework for a mix of land uses including a business/technology park, office, retail and housing of varying densities; and

WHEREAS, the proposed Prezoning of the Project Area is consistent with the 2035 General Plan policies, vision and development assumptions for the SP-1A Specific Plan area; and

WHEREAS, the City determined that the Project is subject to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq.; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), City conducted environmental review of the WRTP Specific Plan, prepared and duly processed an Environmental Impact Report ("Specific Plan EIR"), consisting of a Draft EIR and a Final EIR Response to Comments, and prepared a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the EIR ("Specific Plan MMRP") (the Specific Plan EIR and Specific Plan MMRP together, the "Specific Plan CEQA Documentation"); and

WHEREAS, the proposed amendment to the General Plan will allow for consistency with the proposed land use designations for the Project Area in order to facilitate the orderly development of a mixed-use project in the WRTP Specific Plan area including a business/technology park, office, retail and housing of varying densities; and

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the WRTP Specific Plan Area and to other parties on August 4, 2023, and duly published in the Woodland Daily Democrat on August 6, 2023, providing notice of the Planning Commission's August 17, 2023, public hearing regarding the WRTP Specific Plan including consideration of the WRTP EIR, General Plan Amendment, Prezoning, Public Infrastructure Financing Plan, Nexus Study and Capital Improvement Program, proposed Annexation, and Development Agreements (together, the "WRTP Approvals"); and

WHEREAS, the Planning Commission held a duly-noticed public hearing on August 17, 2023, as required by law to consider all of the information presented by staff, information presented by the Owners/Applicants, and public testimony presented in writing and at the meeting.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on facts in the staff reports, written and oral testimony, and exhibits presented, makes the following findings of fact and adopts the following recommendations to the City Council:

A. CEQA

1. The Planning Commission has reviewed and considered the information contained in the WRTP Specific Plan EIR, and written and oral comments regarding environmental effects, prior to acting on the WRTP project approvals. Each of the following Commission findings is supported by and elaborated in the attached CEQA Findings.

2. Based on all written and oral evidence and testimony in the record, the Specific Plan EIR (a) complies with the requirements of CEQA and adequately identifies and considers all potential significant environmental effects of the proposed General Plan Amendment, and (b) reflects the City'ss independent judgment and analysis.

3. The Specific Plan EIR identified certain environmental effects of the WRTP Specific Plan that may remain significant and unavoidable despite recommended mitigation measures. However, certain considerations and public benefits of the WRTP Approvals outweigh these unavoidable adverse effects and justify and support accepting those effects and approving the WRTP Approvals, as described in the Statement of Overriding Considerations included in the CEQA Findings (Exhibit B).

4. The Planning Commission has considered additional mitigation measures that might reduce or avoid such significant impacts, and the Commission has determined that they are either not available or not feasible. The Specific Plan EIR evaluated alternatives to the WRTP Specific Plan that might reduce or avoid such significant impacts, which the Planning Commission has considered, and the Commission has determined that there are no feasible alternatives that accomplish all or most of the objectives for the WRTP Specific Plan, and the WRTP Specific Plan is the best alternative that can be feasibly implemented taking into consideration the relevant economic, legal, social, technological and other reasons and public benefits of the WRTP Specific Plan Project.

5. The WRTP Specific Plan MMRP describes the mitigation measures recommended by the Specific Plan EIR to reduce and avoid potential significant effects of the WRTP Specific Plan and adequately identifies the appropriate timing and enforcement details for each to ensure each mitigation measure is implemented.

6. The Planning Commission recommends that the City Council (a) adopt and make the CEQA Findings and certify the Specific Plan EIR as legally adequate under CEQA as to each and all of the WRTP Approvals, (b) determine that identified considerations and public benefits outweigh significant unavoidable adverse environmental effects and that mitigation measures and alternatives which might reduce or avoid such effects are not feasible, and adopt the Statement of Overriding Considerations to support its approval of each of the WRTP Approvals, and (c) adopt the Specific Plan MMRP and incorporate its provisions as conditions of approval for each of the WRTP Approvals to the extent appropriate.

B. GENERAL PLAN AMENDMENTS

1. The WRTP General Plan Amendment (Exhibit A) appropriately amends the Woodland General Plan Land Use Diagram to reflect the intentions of the WRTP Specific Plan and ensure consistency between the General Plan and the proposed WRTP Specific Plan, including consistency between the General Plan Land Use Diagram and the Specific Plan Land Use Designation.

2. The Planning Commission recommends that the City Council adopt the WRTP General Plan Amendment to amend the Woodland General Plan to ensure consistency between the proposed WRTP Specific Plan and the General Plan.

C. SPECIFIC PLAN

1. The objectives of the WRTP Specific Plan, its concepts, policies and design guidelines are consistent with the Woodland General Plan as amended by the WRTP General Plan Amendment.

2. The Planning Commission recommends that the City Council adopt the WRTP Specific Plan in substantially the form provided with the agenda materials accompanying this Resolution.

D. PREZONING

1. The Specific Plan Prezoning, including amendments to the Zoning Map (Exhibit C), are in general conformance with the Woodland General Plan as amended by the WRTP General Plan Amendment, and the public convenience and general welfare require adoption of the proposed amendments.

2. The WRTP Specific Plan Prezoning implements the policies, concepts and design guidelines of the WRTP Specific Plan, through new zoning district classifications and regulations, and the amendments to the Woodland Zoning Map are consistent with the Specific Plan Land Use Designations.

3. The Planning Commission recommends that the City Council adopt the WRTP Prezoning Ordinance.

E. PUBLIC INFRASTRUCTURE FINANCING PLAN AND NEXUS STUDY

1. The findings, conclusions, and methodologies set forth in the Finance Plan are consistent with the 2035 General Plan.

2. The Woodland Research and Technology Park Specific Plan Public Facilities Finance Plan and Development Impact Fee Nexus Study (the "Finance Plan") sets forth a rational, fair, and equitable method by which the cost of necessary public infrastructure and facilities in the Woodland Research and Technology Park Specific Plan Area (the "Plan Area") is to be allocated to the various land uses in the Plan Area.

3. The Finance Plan properly and reasonably allocates the burden of financing Plan Area public infrastructure and facilities among development projects within the Plan Area. The burden is allocated in a manner that achieves proper proportionality in light of the impacts that may reasonably be anticipated from those projects taking into account the terms of the Development Agreements as agreed to between the City and each of the property owners that will pay the RTIF.

4. The Finance Plan: (1) properly and reasonably identifies the purpose of the fee and its intended use; (2) establishes a reasonable relationship between the fee's use and the type of development project on which the fee is imposed consistent with the terms of the Development Agreements; (3) establishes a reasonable relationship between the need for the public infrastructure and facilities and the type of development project on which the fee is imposed; and (4) forms the basis for the finding that the imposition of the fee described therein is necessary in order to protect the public health, safety, and welfare within the Plan Area and the city.

5. The Planning Commission recommends that the City Council approve the WRTP Finance Plan in substantially the form provided with the agenda materials accompanying this Resolution.

F. DEVELOPMENT AGREEMENTS

1. Each of the proposed Development Agreements are consistent with the General Plan and will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area of the development nor will any of the Agreements be detrimental or injurious to the general welfare of the residents of the City as a whole.

2. The Development Agreements will not adversely affect the orderly development of property or the preservation of property values.

3. Each of the Development Agreements are consistent with the provisions of Government Code sections 65864 through 65869.5.

3. The Planning Commission recommends that the City Council approve each of the Development Agreements in substantially the form provided with the agenda materials accompanying this Resolution with the following property owners within the WRTP Specific Plan Area: Anne-Elizabeth Beeman and Bullseye Land Company; Costalotta Partners, LLC; Sewmawpaw Woodland LLC; Spencer Rev. Living Trust; and Thomas C. Heaton and Olga Chengaeva.

G. ANNEXATION

1. The WRTP Specific Plan, General Plan Amendment, Prezoning and proposed Annexation (Exhibit D) are consistent with the General Plan policies and growth assumptions which include development outside of the current municipal boundary but within the 2006 voter approved Urban Limit Line along the west side of State Route 113, including the development of SP-1A as a mixed-residential district anchored by a research and technology business park in the South Gateway area at County Road 25A and SR 113 and assumes 2.16 million square feet of nonresidential building space and 1,600 housing units.

2. The Planning Commission recommends that the City Council request Yolo LAFCo process an annexation application for the WRTP Specific Plan pursuant to the Cortese-Knox-Hertzberg local government reorganization action of 2000 and authorize and direct the City Manager to file an annexation application with the Yolo LAFCo.

PASSED AND ADOPTED, by the Planning Commission of the City of Woodland at a regular meeting of the Planning Commission held on the 17th day of August 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Marco C. Lizarraga, Chairperson

ATTEST:

_____

Erika Bumgardner, Principal Planner

Exhibit A – General Plan Amendment – Update to Land Use Diagram

Exhibit B – CEQA Findings and Statement of Overriding Considerations

Exhibit C – Prezoning

Exhibit D – Annexation Area

Exhibit A

General Plan Amendment – Update to Land Use Diagram

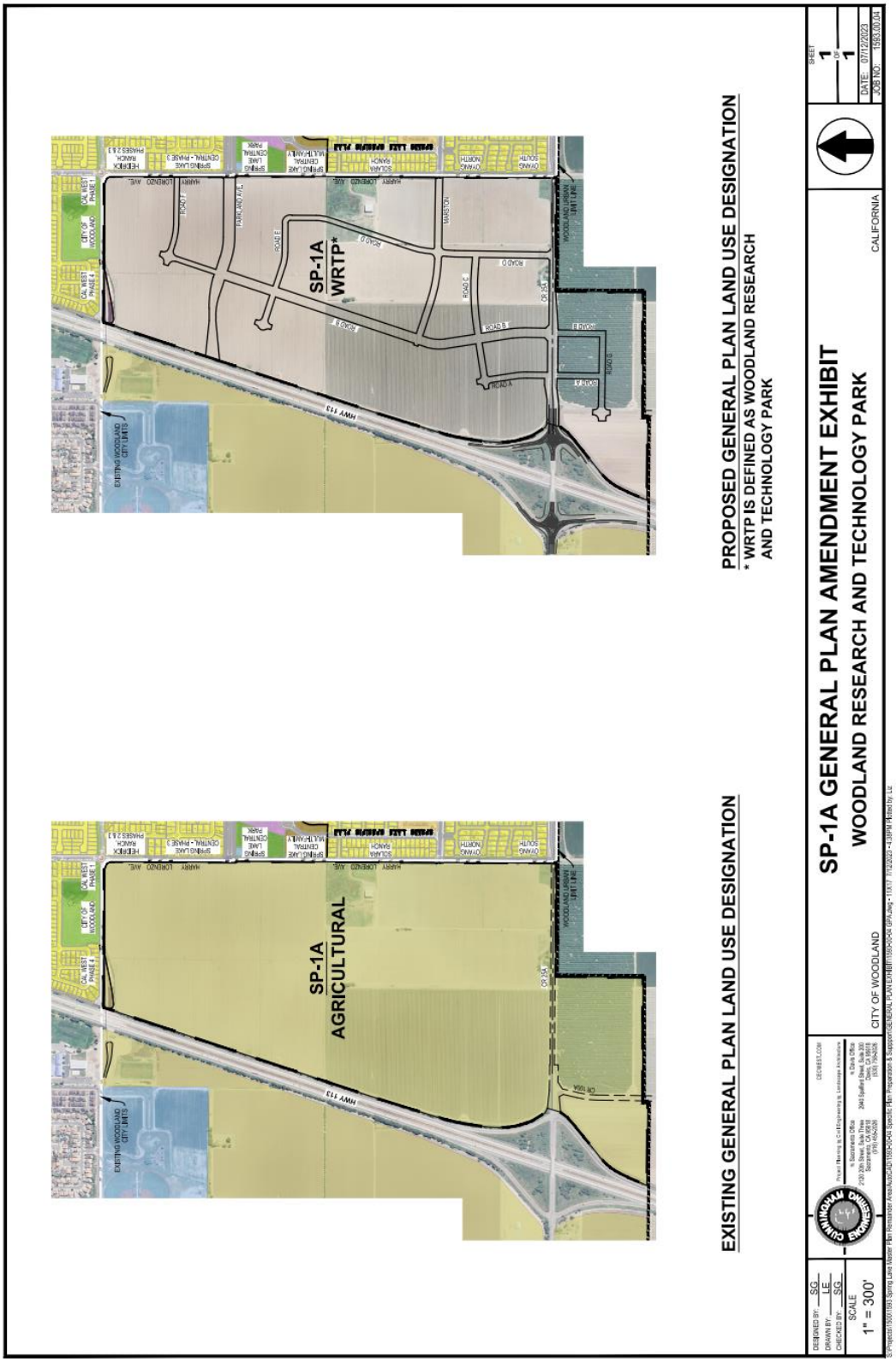


Exhibit B

CEQA Findings and Statement of Overriding Considerations

EXHIBIT B

CEQA Findings of Fact and Statement of Overriding Considerations for Woodland Research and Technology Park Specific Plan

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Acronyms

AMM	avoidance and minimization measures
ARB	California Air Resources Board
BMPs	Best Management Practices
CAAQS	California ambient air quality standards
CalGreen	California Green Building Standards
Cal-OSHA	California Occupational Safety and Health Administration
CAP	Climate Action Plan
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
City	City of Woodland
CO	carbon monoxide
CWA	Clean Water Act
dB	decibels
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
EMD	Environmental Management Department
EPA	Environmental Protection Agency
EV	electric vehicle
g/L	grams per liter
Handbook	California Air Resources Board Air Quality and Land Use Handbook: A Community Health Perspective
HCP	Habitat Conservation Plan
HEPA	High Efficiency Particle Arresting
LAFCo	Local Agency Formation Commission
LOS	Level of Service
MERV	Minimum Efficiency Reporting Value
MMRP	Mitigation Monitoring and Reporting Program
MTP	Metropolitan Transportation Plan
NAAQS	national ambient air quality standards
NCCP	Natural Community Conservation Planning
NOP	notice of preparation
NO_X	nitrogen oxide
OS	Open Space
PM	particulate matter

PM_{10}	particulate matter with aerodynamic diameter less than 10 microns
PPV	peak particle velocity
proposed project	*Woodland Research and Technology Park Specific Plan*
ROG	reactive organic gas
SACOG	Sacramento Area Council of Governments
SCS	Sustainable Communities Strategy
SEIR	Supplemental Environmental Impact Report
SMAQMD	Sacramento Metropolitan Air Quality District
SP	Specific Plan
SP-1A	Specific Plan Area is planned for development
SR	State Route
SVAB	Sacramento Valley Air Basin
TAC	toxic air contaminant
TRUs	transport refrigeration units
UC Davis	University of California, Davis
ULL	Urban Limit Line
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service
VdB	vibration decibels
VELB	Valley Elderberry Longhorn Beetle
VMT	vehicle miles travelled
VOC	volatile organic compound
WRTP Specific Plan	*Woodland Research and Technology Park Specific Plan*
YCTD	Yolo County Transportation District
YSAQMD	Yolo-Solano Air Quality Management District

I. INTRODUCTION

The California Environmental Quality Act ("CEQA") (Public Resources Code §§ 21000 et seq.) requires the City of Woodland (City), as the lead agency, to make certain written findings and to identify overriding considerations for significant and unavoidable impacts identified in the Environmental Impact Report ("EIR") for the *Woodland Research and Technology Park Specific Plan* (referred to as the "WRTP Specific Plan" or "proposed project"). CEQA Guidelines (Title 14 of the California Code of Regulations) sections 15091, 15092, and 15093 set forth the specific requirements for these findings.

CEQA requires an EIR to be prepared when the lead agency has determined that a project may or will have significant impacts on the environment. Prior to project approval, the EIR must be certified pursuant to Section 15090 of the CEQA Guidelines. When an EIR has been certified that identifies one or more significant environmental impacts, the approving agency must make one or more of the following findings, accompanied by a brief explanation of the rationale, pursuant to Section 15091 of the CEQA Guidelines, for each identified significant impact:

a) Changes or alterations have been required in, or incorporated into, such project which avoid or substantially lessen the significant environmental effect as identified in the final environmental impact report.

b) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency, or can and should be adopted by such other agency.

c) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the environmental impact report.

CEQA Guidelines Section 15092 states that after consideration of an EIR, and in conjunction with making the Section 15091 findings identified above, the lead agency may decide whether or how to approve or carry out the project. A project that would result in a significant environmental impact cannot be approved if feasible mitigation measures or feasible alternatives can avoid or substantially lessen the impact.

However, in the absence of feasible mitigation, an agency may approve a project with significant and unavoidable impacts if there are specific economic, legal, social, technological, or other considerations that outweigh the unavoidable adverse environmental effects. Section 15093 requires the lead agency to document and substantiate any such determination in "statements of overriding considerations" as a part of the record.

The requirements of Guidelines Sections 15091, 15092, and 15093 as summarized above are all addressed herein. This document is intended to serve as the findings of fact and statement of overriding considerations authorized by those provisions of the CEQA Guidelines. The findings provide the written analysis and conclusions of the City Council regarding the proposed project's environmental impacts, mitigation measures, alternatives to the proposed project, and the overriding considerations that justify approval of the proposed project despite its environmental effects.

II. GENERAL FINDINGS AND OVERVIEW: PROJECT DESCRIPTION

A. PROPOSED PROJECT

The proposed project is adoption of WRTP Specific Plan. The WRTP Specific Plan Area is an approximately 350-acre area located in the southern-central portion of the City of Woodland's Planning Area, south of Farmers Central Road, east of State Route (SR) 113, west of Harry Lorenzo Avenue, and north of the Urban Limit Line (ULL).

1. RELATIONSHIP WITH THE GENERAL PLAN

The City's General Plan requires that substantial new residential development on "greenfield" or previously undeveloped land be planned through the specific plan process, as has been done in the past with Spring Lake, the Southeast area, and others. Addressed in Government Code Section 65450, a specific plan is a comprehensive planning and zoning document for a defined geographic region. It implements the general plan by providing a special set of development policies and standards that are applied to the specific plan area, and by specifying zoning, needed infrastructure, and an infrastructure financing plan to facilitate implementation.

Per the City of Woodland 2035 General Plan, adopted May 16, 2017,[1] Woodland has designated three new growth areas for future specific plan development: Specific Plan (SP)-1 in the south, SP-2 in the east, and SP-3 in the north. SP-1 is further separated into three sub-areas. SP-1A, which is the area covered by the WRTP Specific Plan, encompasses approximately 350 acres and is located on the eastern portion of SP-1 between SR 113 and the Spring Lake Specific Plan Area. SP-1B is located between East Street and SR 113, covering 248 acres. SP-1C is the smallest of the three at 151 acres and is located west of East Street. The City's Planning Area and the designated Specific Plan areas and subareas are shown in Exhibit 2-2.

SP-1A and SP-1B are envisioned to develop as mixed-use neighborhoods anchored by a research and technology business park in the "Southern Gateway" located at CR 25 and SR 113. SP-1C will be entirely residential, with a lower-density residential profile containing executive homes and rural estates on larger lots. Referred to as "SP-1A" in the General Plan, the City "envisions the [WRTP] Specific Plan Area to develop as a mixed-use neighborhood anchored by a research and technology business park in the 'Southern Gateway' [to the city] located at CR 25A and SR 113" (City of Woodland 2017, page LU 2-55). According to direction in the 2035 General Plan, for SP-1A (the WRTP Specific Plan Area):

> "The highest intensity of development will occur within the business park area, providing a prime opportunity for job creation within Woodland. The remainder of SP-1A will be largely residential with some open space and recreation areas."

As directed by the General Plan (Policy 2.L.2, page LU 2-77), the City will:

> Promote development of SP-1A as a mixed-use residential district anchored by a research and technology business park in the Southern Gateway area at CR 25 and SR 113. Concentrate the highest intensity of development within and in close proximity to the business park area, with

1 The City's 1996 General Plan (amended in 2002) also included 316 acres of the WRTP Specific Plan Area in City's Planning Area and Urban Limit Line (ULL).

lower-density, largely residential uses to the north. Encourage sustainable development through the use of renewable energy sources and water conservation tools with the goal of striving to achieve zero net energy at the building and neighborhood level to the extent feasible.

Appendix B to the General Plan identifies assumed growth of 2.16 million square feet of nonresidential building space and 1,600 housing units will be developed within the WRTP Specific Plan (SP-1A) Area (City of Woodland 2017, Table B-1, page B-2). These assumptions serve to inform related planning efforts and the analysis of environmental impact of the General Plan – these assumptions were not adopted as a part of the 2035 General Plan. The City Council will consider consistency of the WRTP Specific Plan with the 2035 General Plan as a part of its actions on the WRTP Specific Plan.

2. PROJECT OBJECTIVES

An early step in the WRTP Specific Plan process was the development of a vision for the future and guiding principles to inform the method to achieve that vision. The vision statement is an aspirational description of what the WRTP Specific Plan would be like in the future. Guiding principles are shared values that will be used to develop the WRTP Specific Plan that would, once implemented, achieve the vision. The vision statement and guiding principles are outlined below. The guiding principles serve as the Project Objectives for the EIR.

VISION STATEMENT

The WRTP Specific Plan is envisioned as a new technology hub for the City of Woodland, intended to serve an array of research and technology companies interested in locating and growing near U.C. Davis, and other research and technology institutions within the Sacramento region. The WRTP Specific Plan will offer a unique business environment, supporting research and development, technology, and science and engineering-based companies. The WRTP Specific Plan is proposed as a new type of employment center that also includes a range of housing options, and a commercial mixed-use town center focused around a central green and connected by a multi-modal street network and trail system. Although the City anticipates that agricultural-related research will be a major focus at the WRTP Specific Plan, the plan will also support an environment of innovation in flexible formats for a wide variety of businesses in medical and veterinary, bio-tech, engineering, and other fields. The WRTP Specific Plan will also provide incubation spaces for small start-up firms, facilities for established mid-size or large size companies that require larger floorplates, flexible building spaces for high-tech research and light manufacturing/flex space for product testing and development. Employee-support services and retail will create an active landscape for collaboration and innovation.

GUIDING PRINCIPLES

The following principles provide the envisioned outcome and overarching vision for development within the WRTP Specific Plan Area:

- **Innovation** – The Specific Plan Area will develop as a state-of-the-art innovation center campus for technology, research and development, and office uses. Flexibility in design and implementation is supported, allowing businesses to respond to market demand through phasing of construction and the ability to offer a variety of building types and sizes. Complementary uses within immediate proximity to the business park, including hotel, commercial, employee-serving retail and recreational opportunities will support day-to-day needs of businesses, their clients, and their employees.

- **Technology Capture / Talent Retention** – Collaboration with University of California, Davis (UC Davis), Woodland Community College and others will bolster start-up businesses and growing mid-to-large size companies through technology transfer and IP sourcing. The Specific Plan will accommodate advanced technology-related jobs and training that allow a greater number of Woodland residents and college graduates from the Woodland Community College and throughout the region to live and work in the community, generating an infusion of intellectual capital.

- **Business Partnerships** – Companies locating in the Tech Campus will have the opportunity to take positive advantage of the existing and thriving seed, food, and agricultural-based industries currently located and doing business in and around Woodland. Access to additional resources and new markets, new ideas, materials, and expertise will grow through strategic partnerships with new and existing businesses in Woodland.

- **Sustainable and Resilient** – The Specific Plan Area will lead in energy efficiency and sustainable design. Development within the Specific Plan Area will incorporate cutting edge green building practices. Land use strategies and transportation demand management will reduce vehicle miles traveled and facilitate the use of alternative fuel vehicles. The city's urban forest canopy will be increased and projects will incorporate naturalized stormwater management. These and other measures will contribute to meeting City goals for greenhouse gas reduction by 2035 contained in its 2035 Climate Action Plan.

- **Gathering Place** – A successful Village Center and featured 11-acre linear park will provide a mix of social gathering spaces for employees, residents, and visitors to connect, recreate, and relax. These informal networking opportunities will foster greater innovation and engagement among the workforce and allow for the balanced integration of work and life that the next generation of professionals seek.

- **Connectivity / Mobility** – A combination of well-designed complete streets, protected bicycle lanes, and pedestrian / bicycle greenways will prioritize the pedestrian experience throughout the Specific Plan Area. Well-connected parks, open spaces and greenbelts will encourage residents and employees to walk, bike, or scooter rather than drive to work, home and play. Existing bike trails and greenbelts will extend from and connect to the adjacent community including nearby schools, community center and shopping center. A shared mobility hub will serve as a point of connection for those arriving and departing the Tech Campus by various forms of alternative transportation – including micro transit stops and fixed bus routes with frequent service to Downtown Woodland and UC Davis. Amenities to support last mile active transportation alternatives are featured, including bike and scooter share services.

- **Healthy Community** – Connected streets with bicycle and pedestrian facilities, trails, accessible parks and open spaces with passive and programmed recreation will facilitate and encourage active, healthy living. Access to healthy foods through community gardens, a farmer's market and/or fresh produce market in the Village Center will be promoted. A mix of social gathering places will enable employees and residents to come together for fun and relaxation, boosting emotional wellness.

- **New Neighborhoods / Seamless Transitions** – Diverse, high quality and attractive new neighborhoods and housing options, including single and multi-family residential units and mixed-used projects will allow Tech Park employees to live and work close by and "move up" within the same neighborhood as families grow or nests are emptied. Land use and circulation planning, coupled with design and development standards will

ensure a thoughtful transition between the Specific Plan Area and the adjacent Spring Lake neighborhood, complementing the established community.

3. WRTP SPECIFIC PLAN SUMMARY

The WRTP Specific Plan is the overarching policy and planning document for the City's designated new growth area for future specific plan development, SP-1A, as identified in the 2035 General Plan. The WRTP Specific Plan is comprehensive in scope, addressing land use, transportation, community design, housing, conservation of resources, economic development, public facilities and infrastructure, public safety, and open space, among many other subjects.

The Specific Plan chapters include:

- Chapter 1, "Introduction and Vision"
- Chapter 2, "Land Use Framework"
- Chapter 3, "Land Use Regulations, Development Standards & Guidelines"
- Chapter 4, "Circulation and Mobility"
- Chapter 5, "Public Utilities and Services"
- Chapter 6, "Implementation"
- Chapter 7, "Administration"

The WRTP Specific Plan would provide for a variety of housing types and non-residential land uses, as well as parks and open space and supportive public facilities and infrastructure. As described in Section 2.3 of the WRTP Specific Plan, "Land Use Plan," and for the purpose of analysis in the EIR, at build out, the land use plan is estimated result in the development of approximately 1,600 new dwelling units, 2.2 million square feet of non-residential building space, the opportunity for up to 5,000 employees, and 17.6 acres of parks and other types of open space. The total number of dwelling units, the number of units shown for each land use designation, total square footage, and number of employees that could be accommodated are all *assumptions* used for the purposes of informing related planning efforts and the analysis of environmental impact of the WRTP Specific Plan.

In addition to the land use designations and zones, the WRTP Specific Plan delineates the Planning Area into three Planning Districts, each of which have sub-districts. The three Planning Districts are: (1) Technology Park, which contains two sub-districts of North Campus and South Campus, (2) the Village Center, which contains the sub-districts of the Village Center Mixed Use, The Yard, and the Village Center Residential, and (3) the Villages, which contains the sub-districts of the North Villages, East Villages, and Urban Villages. The Planning Districts are used to identify the geographic and form types within the Land Use Plan. The WRTP Specific Plan contains design standards and guidelines that are defined in the WRTP Specific Plan and organized by Planning District, with special character guidelines for selected zones within each District. The design standards are a prescribed set of threshold requirements for development, while the design guidelines are a set of discretionary recommendations for preferred outcomes of development. Together, the design standards and guidelines address the desirable features of the land uses identified in the WRTP Specific Plan within each Planning District, while informing development in ways that reduce environmental impacts and provide economic benefits.

MOBILITY AND CIRCULATION

A multi-modal street network and bike-pedestrian trail system in the WRTP Specific Plan have been designed to balance the circulation and flow of vehicular traffic with the provision of safe and accessible facilities for walking, biking, public transit, and ride share drop-off/pick-up. A modified grid street network provides circulation and access within the WRTP Specific Plan Area, to the Spring Lake Specific Plan Area, and adjacent areas of the city.

A network of bike/pedestrian trails connecting from a linear open space system throughout the WRTP Specific Plan Area provide access between businesses, commercial centers, and residential areas throughout the WRTP Specific Plan Area as well as to the adjoining Spring Lake residential community. The WRTP Specific Plan provides for pedestrian and bicycle circulation, both in-street (sidewalks and bike lanes) and off-street (pedestrian/bicycle trails and paths). The WRTP Specific Plan provides for bicycle and pedestrian facilities on all streets, consistent with guidance from the General Plan and the function of each street (Principal or Minor Arterial, Collector, Local).

Bus service to the WRTP Specific Plan Area, including local, express, and intercity bus service, shuttle, and/or other potential future circulator for the WRTP Specific Plan Area and Spring Lake Specific Plan Area, will be coordinated with the Yolo County Transportation District (YCTD) and UC Davis Transportation and Parking Services/Unitrans to support the transit demands of the WRTP Specific Plan Area as it builds out.

To address both inter-city and intra-city public transit needs, the WRTP Specific Plan proposes development of a shared mobility hub along within the Village Center Planning District, with passenger drop-off and pick-up locations for bus and other transportation forms, such as carshare, local shuttle, and ride hailing services, as well as car and vanpool parking, electric vehicle charging stations, and bicycle and scooter share docking stations. The shared mobility hub will be the primary point of connection to fixed route bus service as part of the City's planned pulse route system

PARKS/OPEN SPACE

The City's 2035 General Plan establishes a parkland requirement of 6.0 acres of parks for every 1,000 residents and encourages the distribution of parks such that every residence is within one-quarter mile of a neighborhood park. The City will require the WRTP Specific Plan to meet these 2035 General Plan requirements.

The WRTP Specific Plan proposes the following:

- Mini/Pocket Parks and Plazas are proposed within the WRTP Specific Plan Area neighborhoods and multi-family developments, as well as the Research and Technology Park and commercial zones. A 0.5-acre pocket park is planned east of Road E along the Harry Lorenzo Avenue greenbelt.

- An 11.8-acre central linear green space, "The Yard," is planned as the neighborhood park to serve the WRTP Specific Plan Area, inclusive of a pedestrian promenade.

- Greenways proposed for the WRTP Specific Plan Area also provide stormwater management, including drainage and connections to open space areas used for stormwater detention/retention.

B. OFF-SITE IMPROVEMENT AREAS

While not a part of the WRTP Specific Plan Area, the EIR also addresses potential impacts associated with off-site improvement areas. Off-site improvement areas include a proposed approximately four-acre detention pond (i.e., South Regional Pond) that was not considered as part of the 2035 General Plan and Climate Action Plan (CAP) EIR and would be immediately south of the WRTP Specific Plan Area and adjacent to CR 25A, and the Caltrans Off-site Improvement Area, at which improvements would be made to the SR 113/CR 25A interchange adjacent to the southwest corner of the WRTP Specific Plan Area.

C. CONSIDERATION OF THE EIR

In adopting these Findings, the City Council finds that the Final EIR was presented to the City Council, the lead agency's decision-making body, and that the City Council reviewed and considered the information in the Final EIR prior to approving the proposed project. The City Council finds that the Final EIR reflects the independent judgment and analysis of the City.

Adoption and implementation of the WRTP Specific Plan will require (but not be limited to) the following discretionary actions by the City of Woodland:

- Adopt a resolution certifying the Final Environmental Impact Report for the WRTP Specific Plan, adopting Findings of Fact, and adopting a Statement of Overriding Considerations;
- Adopt a resolution adopting the WRTP Specific Plan;
- Approve an amendment to the City's General Plan to reflect the new City limits following annexation of the WRTP Specific Plan Area and the Open Space (OS) land use designation for the South Regional Pond area; and
- Adopt Chapter 3, "Land Use Regulations, Development Standards and Guidelines, of the WRTP Specific Plan by ordinance, as Section 17.58 of the Zoning Ordinance (Chapter 17 of the Woodland Municipal Code).

D. SUBSEQUENT PROJECT REVIEW

Further actions or decisions required to support implementation of the WRTP Specific Plan may include project-level approvals such as site plan reviews, tentative maps, building permits, grading permits, and other actions.

The WRTP Specific Plan permitted land use and design and development standards will be adopted by ordinance as part of the WRTP Specific Plan. The design and development standards supersede the City of Woodland Zoning Ordinance (Chapter 17 of the Municipal Code). Where a standard is not provided in the WRTP Specific Plan, the standards of the City's Zoning Ordinance and/or Standards and Specifications will apply.

The on-site and off-site public improvements necessary to serve the WRTP Specific Plan Area will be designed in adherence with applicable provisions of the City's Zoning and Subdivision Ordinances and the Design Standards and Design Guidelines provided in Section 3 of the WRTP Specific Plan, as applicable. Plans will include an infrastructure sequencing program that coordinates with and allows for orderly development. Building permits will not be issued until the City Engineer determines that proposed improvement plans are complete (engineered and approved) and found to be consistent with the WRTP Specific Plan and Financing Plan.

One of the City's goals in preparing the WRTP Specific Plan and EIR is to minimize the amount of new information that would be required to approve future projects that are consistent with the WRTP Specific Plan. Accordingly, the WRTP Specific Plan and the EIR anticipate the effects of subsequent projects proposed within the WRTP Specific Plan Area, as well as off-site infrastructure required to serve future development within the WRTP Specific Plan Area. The City will make full use of existing streamlining provided by CEQA, and will make use of streamlining techniques, as appropriate. Future projects that are consistent with the WRTP Specific Plan would either require no further environmental analysis or only focused, supplemental environmental analysis pursuant to CEQA and the CEQA Guidelines. The City will examine projects proposed under the WRTP Specific Plan to determine whether or not additional CEQA analysis will be necessary.

III. GENERAL FINDINGS: CEQA PROCESS

Pursuant to Section 15082 of the CEQA Guidelines, the City prepared a CEQA notice of preparation (NOP) and provided copies directly by mail and through the Governor's Office of Planning and Research (State Clearinghouse) to CEQA responsible and natural resource trustee agencies, local municipalities, interested persons, organizations, agencies, and landowners. The City issued the NOP for the Specific Plan EIR and comments were accepted between June 16, 2017 and July 17, 2017.

The City held a public scoping meeting for the project on June 26, 2017 at the Woodland Community & Senior Center, 2001 East Street, Woodland, CA 95776. The NOP for the WRTP Specific Plan EIR, introducing the project and outlining the CEQA process, Notice of Special Meeting for the scoping meeting, and a Scoping Comment Form for directly providing comments were made available for review at https://www.cityofwoodland.org/584/Community-Outreach-Public-Hearing-Inform.

The Draft EIR (State Clearinghouse Number 2017062042) was received by the State Clearinghouse and circulated for a 45-day public review period from May 17 through July 2, 2021. A video presentation by staff, introducing the Project and outlining the CEQA process, was provided via teleconferencing.[2] A recording of the presentation was made available for review at https://woodlandca.portal.civicclerk.com/event/1498/media. Comments were accepted in during the meeting and in advance of the meeting via voice messages and email, as well as throughout the public comment period via mail to the City of Woodland Economic Development Department at 300 First Street, Woodland, CA, 95695, and via email to Erika.Bumgardner@cityofwoodland.org.

2 Public meetings that occur through virtual means are held in compliance with both the Ralph M. Brown Act and the Governor's Executive Orders, specifically Executive Orders N-29-20 and N-35-20. Those orders modified Brown Act requirements to allow public meetings to occur through teleconferencing means with limited person-to-person physical contact.

IV. GENERAL FINDINGS: RECORD OF PROCEEDINGS

A. FINAL EIR

The Final EIR for the Specific Plan includes the following items:

1. The Draft EIR (State Clearinghouse Number 2017062042) dated May 14, 2021;
2. Response to Comments on the Draft EIR dated August 10, 2023;
3. Errata to the Draft EIR dated August 10, 2023; and
4. Mitigation Monitoring and Reporting Program dated August 10, 2023.

As explained in Chapters 1 and 3 of the Draft EIR for the Specific Plan, the City's General Plan update explicitly considered development of the Specific Plan Area. The City's 2035 General Plan and CAP EIR addresses impacts of development of the City's Planning Area, including the WRTP Specific Plan Area. As such, the City's General Plan, Climate Action Plan, and 2035 General Plan and CAP EIR were extensively used in development of the Specific Plan and the Specific Plan EIR and these documents are a part of the administrative record for the Specific Plan EIR, along with technical reports prepared to support the General Plan and General Plan EIR.

B. THE ADMINISTRATIVE RECORD

Public Resources Code section 21167.6(e) sets forth the contents of the administrative record for CEQA purposes and these findings. Pursuant to CEQA Guidelines Section 15091(e), the location and custodian of the documents and other materials which constitute the record of proceedings upon which these decisions are based is as follows:

Woodland Community Development Department
300 First Street
Woodland, CA 95695
(530) 661-5820
www.cityofwoodland.org

V. FINDINGS REQUIRED UNDER CEQA

Public Resources Code Section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" It also states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects." And it states that "in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

The mandate and principles of Section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required. For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that changes or alterations have been required or incorporated into the project to avoid or substantially lessen the significant environmental effect. Inclusion of mitigating General Plan policies and implementation programs are among the "changes or alterations" referenced in this finding. Other "changes and alterations" are discussed herein. For purposes of these findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less than significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less-than-significant level.

The second permissible finding is that such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding, and that such changes have been adopted by such other agency or can and should be adopted by such other agency.

The third potential finding is that specific economic, legal, social, technological, or other considerations make infeasible the mitigation measures or project alternatives identified in the Final EIR (CEQA Guidelines Section 15091). "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors. The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project. Moreover, "feasibility" under CEQA encompasses "desirability" to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

In the process of adopting mitigation, the City Council has made a determination regarding whether the mitigation proposed in the EIR is "feasible." In some cases, modifications may have been made to the mitigating policies and implementation programs to update, clarify, streamline, correct, or make other revisions. These are discussed herein.

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons in support of the finding that the project benefits outweigh its unavoidable adverse environmental effects. In the process of considering the EIR for certification, the City Council has recognized that impact avoidance is not possible in all instances. To the extent that significant

adverse environmental impacts will not be reduced to a less-than-significant level with mitigating policies and implementation programs, the City Council has found that specific economic, social, and other considerations support approval of the proposed project. Those findings are reflected herein in Section V.B.4 (Findings Regarding Environmental Impacts not Fully Mitigated to a Level of Less than Significant) below and in Section VII (Statement of Overriding Considerations).

A. FINDINGS REGARDING EIR ERRATA AND EIR RECIRCULATION

1. STANDARD FOR RECIRCULATION UNDER CEQA

CEQA Guidelines Section 15088.5 requires a lead agency to recirculate an EIR when "significant new information" is added to the EIR after the lead agency gives public notice of the availability of the Draft EIR but before certification. "Information" may include project changes, changes to the environmental setting, or additional data or other information. The Guidelines do not consider new information to be significant unless the lead agency changes the EIR in a way that deprives the public of a meaningful opportunity to comment on a substantial adverse environmental effect or a feasible way to mitigate the impact that the agency or project proponent has declined to implement.

Section 15088.5 states "significant new information" requiring recirculation may include:

(1) A new significant environmental impact that had not previously been disclosed in the Draft EIR would result from the project or from a new mitigation measure;

(2) A substantial increase in the severity of an environmental impact that had already been identified unless mitigation measures would be adopted to reduce the impact to a level of insignificance;

(3) A feasible project alternative or mitigation measure would considerably lessen the significant environmental impacts of the project, but the proponents will not adopt it; or

(4) The Draft EIR was so inadequate and conclusory that meaningful public review and comment were precluded.

Recirculation is not required if new information added to the EIR just clarifies or makes minor modifications to an otherwise adequate EIR.

2. CHANGES TO THE PROPOSED PROJECT

Since the City released the Draft EIR, and as a result of public input and meetings, the City made various changes to the WRTP Specific Plan. The City made numerous non-substantive text changes to the proposed project to clarify terms, correct grammatical errors, correct figures, and place headers and other identifying information in the correct places. These changes did not substantively change the text of the WRTP Specific Plan. Rather, the changes corrected errors and provided additional clarity.

Within Exhibit 2-1, Land Use Plan, and Table 2.1, Land Use Summary, the proposed detention pond in the southeast corner of the WRTP Specific Plan Area was differentiated from the other open space land uses of the WRTP Specific Plan. Similarly, the general area available to serve a potential school was identified in Exhibit 2-1, Land Use Plan.

The definitions of Open Space/Park Zones in Section 3.2.4, Description of Zoning Categories, was refined for clarity.

A performance standard limiting truck trips serving any individual use was added as Performance Standard E to Section 3.3.2 to support the intent of the WRTP Specific Plan permitted land uses.

Table 3.1, Permitted Uses, was updated to clarify that greenhouses are allowed indefinitely when associated with Research and Development; to remove Warehouse, Storage and Distribution / Logistics as a permitted or ancillary use identified in the table; and to identify the permitted school as a Transitional Kindergarten/Kindergarten through 12th grade facility.

Additional design standards and design guidelines were added pertaining to sustainable materials and construction practices, and, consistent with the City's Climate Action Plan Consistency Checklist, to require all commercial and multifamily residential parking lots and/or structures provide electric vehicle charging pursuant to the California Green Building Standards Code Tier 1 requirements, and all single-family townhomes and duplexes be electric vehicle capable.

Additional detail regarding design features such as bicycle facilities, landscaping, walkways, car-share/vanpool spaces and EV charging in the parking areas of the shared mobility hub, *The Union*, were added to Section 4.2.2.

Street classifications in Exhibit 4.3, Road Circulation Diagram, were refined and clarified to be consistent with the City's General Plan, and detailed descriptions were refined throughout Section 4.5 for clarity.

Edits were made throughout Chapter 5, Public Utilities and Services, to reflect more current conditions and plans, such as reference to the more recently adopted 2020 Urban Water Management Plan, notation to the planned expansion of the recycled water utility into the Spring Lake and WRTP areas in 2024, and clarifications regarding proposed stormwater management systems. Additionally, changes to the green belt cross sections were made to accommodate the future recycled water line and provide at least 22 feet of clear distance between the underground utility and the western green belt property line in order to allow for a significant amount of tree coverage in the green belt.

Chapter 6, Implementation, was updated to acknowledge that implementation of the Specific Plan would also occur in accordance with the terms and conditions of the Nexus Study and Master Reimbursement Agreement, among the other plans and documents previously identified. In addition, the subsequent implementation documents and analysis, as listed in Section 6.2.3, was revised to more clearly describe the supplemental plans that must be prepared either prior to approval of the first development application or residential tentative map or as otherwise required by the conditions of approval and/or Environmental Impact Report and associated Mitigation Monitoring Program, or by the Community Development Director, as appropriate. Detailed assumptions and provisions pertaining to density transfer, as well as density requirements for each residential development zone, were also added to ensure future project consistency with the environmental analysis for the Specific Plan and with the General Plan development assumptions and project financing objectives.

Finding: None of the changes to the proposed project necessitated a change to the EIR. The changes did not create a new significant effect or worsen a previously identified one. The changes to the proposed project do not require any changes to the EIR; thus, recirculation is not necessary as the changes do not constitute significant new information under CEQA.

3. REVISIONS TO THE EIR AND ERRATA TO FINAL EIR

In response to comments from the public and public agencies on the Draft EIR, the City has incorporated minor revisions to the text of the Draft EIR into the Final EIR, which are described in Chapter 3, Errata, of the Final EIR. As discussed in the Final EIR, the revisions to the text of the Draft EIR outlined below present minor corrections, additions, and revisions initiated by the Lead Agency (City of Woodland) based on comments received during the public review period by reviewing agencies and/or the public, as well as minor corrections added by the City during preparation of the Mitigation Monitoring and Reporting Program (MMRP). None of the information added to the Draft EIR altered the significance conclusions. Rather, the new information amplified and clarified the information provided in the Draft EIR. None of the revisions or updates to the Draft EIR's analyses represents "significant new information" as that term is defined by the CEQA Guidelines Section 15088.5(a).

The City finds that recirculation of the Draft EIR is not required: (1) because the new information added to the EIR merely clarifies, amplifies, or makes insignificant modifications in an adequate EIR (CEQA Guidelines Section 15088.5(b); and (2) because no "substantial adverse" impact would result from any of the revisions to the portions of the Draft EIR that were not recirculated (CEQA Guidelines Section 15088.5(e)).

Changes are limited to Draft EIR Chapter 2, Project Description; and Sections 3.3, Air Quality; 3.4, Biological Resources; 3.9, Hydrology, Flooding, and Water Quality; 3.11, Noise and Vibration; and 3.12, Public Services and Recreation, as well as the Executive Summary.

Changes to Section 3.4 include updating the current listing status of the tricolored blackbird in Table 3.4-4 of the Draft EIR due to a change in this status since the drafting of the Draft EIR. Changes to Section 3.9 were to update the citation to Storm Drainage Facilities Master Plan South Urban Growth Area from the 2017 to the 2018 document, as the most current version of the plan and intended citation. The analysis throughout the section was reviewed for accuracy in the context of this 2018 plan. This revision does not change the findings, conclusions, or recommendations of the Draft EIR. Changes to Section 3.12 were to edit a typo from "design capacity" to "District capacity" when referencing the school capacity contained within Table 3.12-2 of the Draft EIR, and to update the grades at the elementary schools to include transitional kindergarten and update the enrollment and capacity data to reflect a more recent Woodland Joint Unified School District Annual Enrollment Project Report. Changes to the Project Description and Section 3.12 also include a change in the amount of park acreage to be included as a part of the Specific Plan. These changes were minor and did not substantively change the analysis presented in the EIR or any of the conclusions described in the EIR.

Changes to Section 3.2 include expanding the Draft EIR Mitigation Measure 3.3-2b to clearly distinguish the requirement for the use of equipment greater than 50 horsepower to be powered with engines that meet Tier 4 Final emissions standards and to incorporate additional feasibly mitigation to further reduce construction-related emissions. Changes to Section 3.11 include revising Mitigation Measure 3.11-1 to include additional feasible actions to reduce potential construction-related noise associated with future construction activities associated with implementation of the WRTP Specific Plan. One edit has also been included to clarify that the intent of the mitigation measure already included in the Draft EIR requiring written notice to all known occupied noise-sensitive uses would occur for activities within 445 feet (not 400, as inadvertently stated in the Draft EIR as a typo) of the edge of the project site boundary. Since the City released the Draft EIR, the City made also amended two mitigation measures and Table ES-1 of the Draft EIR Executive Summary to take into account these changes. That errata is included as **Exhibit A** to the City Council's Resolution Certifying the EIR for the proposed project. The

amendments to the two mitigation measures are set forth as follows (new text shown in underline, deleted text shown in strikethrough):

Mitigation Measure 3.3-2b: Construction-Related Mobile Emissions Reductions for NO_X and PM_{10} Emissions.

Construction contractors shall adhere to the following requirements:

[bullets 'a.' and 'b.' are not revised from the Draft EIR]

…

c. ~~Comply with the State On-Road Regulation by using on-road~~ For all off-road heavy-duty equipment greater than 50 horsepower, utilize equipment that meet or exceed CARB's Tier 4 Final standards for ~~on~~ off-road heavy-duty diesel engines.

d. Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier 4 Final engines, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

e. Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.

f. Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.

g. Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.

h. Limiting the amount of daily grading disturbance area. Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.

i. Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.

j. Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.

k. Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.

l. Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

Finding: The City Council finds that this modified Mitigation Measure ensures that potential construction-related emissions are minimized to the extent feasible. This modified Mitigation Measure will not create a new, or worsen an existing, environmental impact.

Mitigation Measure 3.11-1– Implement Construction Noise Reduction Strategies

a. Demolition, construction, site preparation, and related activities that would generate noise perceptible at the property line of the subject property are limited to the hours between 7:00 A.M. and 6:00 P.M. on Monday through Saturday and between 9:00 A.M. and 6:00 P.M. on Sunday and federal holidays. The building inspector may issue an exception to this limitation on hours in cases of urgent necessity where the public health and safety will not be substantially impaired.

b. Idling times for noise-generating equipment used in demolition, construction, site preparation, and related activities shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two (2)~~5~~ minutes.

c. Where construction work is within 445 feet of properties with existing, occupied noise-sensitive uses, construction shall be prohibited on weekends and holidays and construction should start no earlier than 8 a.m.

d. Where non-residential construction work is within 445-feet of an existing off-site residence, installation of continuous noise curtains shall be required between the construction site and those residences.

e. Demolition, construction, site preparation, and related activities that do not involve pile driving proposed within 445 feet from the edge of properties with existing, occupied noise-sensitive uses shall incorporate all feasible strategies to reduce noise exposure for noise-sensitive uses, including:

   - Provide written notice to all known occupied noise-sensitive uses within 445~~00~~ feet of the edge of the project site boundary at least 2 weeks prior to the start of each construction phase of the construction schedule;
   - Ensure that construction equipment is properly maintained and equipped with noise control components, such as mufflers, in accordance with manufacturers' specifications;
   - Re-route construction equipment away from adjacent noise-sensitive uses;
   - Locate noisy construction equipment away from surrounding noise-sensitive uses;
   - Use sound aprons or temporary noise enclosures around noise-generating equipment;
   - Position storage of waste materials, earth, and other supplies in a manner that will function as a noise barrier for surrounding noise-sensitive uses;
   - Use the quietest practical type of equipment;
   - Use electric powered equipment instead of diesel or gasoline engine powered equipment;

- Use shrouding or shielding and intake and exhaust silencers/mufflers; and
- Other effective and feasible strategies to reduce construction noise exposure for surrounding noise-sensitive uses.

f. For construction of buildings that require the installation of piles, an alternative to installation of piles by hammering shall be used. This could include the use of augured holes for cast-in-place piles, installation through vibration or hydraulic insertion, or another low-noise technique.

Finding: The City Council finds that this modified Mitigation Measure ensures that potential construction-related noise is minimized to the extent feasible. This modified Mitigation Measure will not create a new, or worsen an existing, environmental impact.

Changes to the EIR that reflect a reduction in the amount of parkland acreage to be provided within the Specific Plan Area does not change the analysis provided in Section 3.12. As explained on page 3.12-4 of the Draft EIR, the City currently exceeds its parkland standard of 6 acres per thousand residents, and as explained on pages 3.12-17 through 3.12-19, the WRTP Specific Plan will meet its park obligation through a combination of park land development and through project impact fees – the WRTP Specific Plan will be required to meet the City's requirements for new residential development to provide its fair-share of park acreage.

Because no new unmitigated environmental effects have been identified or created by the revised mitigation, and because no new significant information has been added to either the proposed project or the EIR, the EIR has not been changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental impact of the proposed project. The revisions to the EIR are improvements to the environmental analysis. No impacts identified in the EIR would be substantially increased as a result of changes to the proposed project or the EIR. There are no new feasible alternatives or mitigation measures that are considerably different from those considered in the EIR that the City Council has declined to adopt. Therefore, recirculation of the EIR pursuant to CEQA Guidelines Section 15088.5 is not required.

B. FINDINGS REGARDING SPECIFIC ENVIRONMENTAL IMPACTS

The Draft EIR identified a number of less than significant impacts associated with the WRTP Specific Plan that do not require mitigation. The Draft EIR also identified a number of significant and potentially significant environmental effects (or impacts) that may be caused in whole or in part by the Proposed WRTP Specific Plan. Some of these significant effects can be fully avoided or substantially lessened through the adoption of feasible mitigation measures. Other effects cannot be, and thus may be significant and unavoidable. For reasons set forth in Section VII (Statement of Overriding Considerations), however, the City Council has determined that overriding economic, social, and other considerations outweigh the significant, unavoidable effects of the WRTP Specific Plan.

The City Council's findings with respect to the WRTP Specific Plan's significant effects and mitigation measures are set forth in the Final EIR and these Findings of Fact. The Summary of Findings does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Please refer to the Draft EIR and the Final EIR for more detail. Each of these documents is incorporated into these findings in their entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigating policies and implementation programs, the basis for determining the significance of impacts, the comparative analysis of alternatives, and the

reasons for approving the WRTP Specific Plan project in spite of the potential for associated significant and unavoidable adverse impacts.

The Summary of Findings provides a summary description of each potentially significant and significant impact, describes the applicable mitigation measures identified in the Final EIR and adopted by the City Council, and states the findings of the City Council regarding the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR and associated record (described herein), both of which are incorporated by reference. The City Council hereby ratifies, adopts, and incorporates the analysis and explanation in the record into these findings, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The following general findings are made by the City Council:

- For all impacts identified as less-than-significant in the EIR, the less-than-significant impact determination is hereby confirmed by the City Council based on the evidence and analysis provided in the record.

- For all adopted mitigation measures, the City Council finds that each such measure is appropriate and feasible and will lessen the impact to some degree.

Some of the measures identified in these Findings may also be within the jurisdiction and control of other agencies. To the extent any of the mitigation measures are within the jurisdiction of other agencies, the City Council finds those agencies can and should implement those measures within their jurisdiction and control (CEQA Guidelines Section 15091[a][2]).

1. Findings Regarding Impacts Not Discussed Further

The 2035 General Plan and CAP EIR addresses impacts of development of the City's Planning Area, including the WRTP Specific Plan Area. Consistent with Section 15183(b) of the CEQA Guidelines, the analysis contained within the Specific Plan EIR focuses on project-specific significant effects of the WRTP Specific Plan that: (a) are peculiar to the WRTP Specific Plan or the site; (b) were not addressed in the 2035 General Plan and CAP EIR (including off-site or cumulative impacts); or (c) would be more severe than previously described based on substantial new information. Pursuant to CEQA Guidelines Section 15150, relevant information from the 2035 General Plan and CAP EIR (State Clearinghouse Number 2013032015) has been incorporated by reference into the EIR. The 2035 General Plan, Climate Action Plan, and 2035 General Plan and CAP EIR are available for public review on the City of Woodland Planning Division website at: https://www.cityofwoodland.org/1000/Documents, or in person at the City's Community Development Department at 300 First Street, Woodland, CA 95695.

The City Council agrees with the characterization in the Draft EIR of all project impacts identified as "not discussed further" and finds that a) there is no impact, or b) none of the factors triggering additional environmental review (as found in Section 15183(b)) exist because an impact was either addressed as a part of the 2035 General Plan and CAP EIR and/or substantially mitigated by uniformly applied development standards (CEQA Guidelines Section 15183[f][7]), as described in the Draft EIR. The following bulleted list summarizes the impacts of the WRTP Specific Plan that are not discussed further based on Section 15183(b) of the CEQA Guidelines.

AESTHETICS

- Substantial Adverse Effect on a Scenic Vista: Woodland's relatively flat topography results in few scenic vistas. Views consist mainly of the farmland surrounding the built environment seen from some adjacent properties at the urban edge. The 2035 General Plan and CAP EIR concluded that although views may be obstructed in localized areas due to proposed new development, views would not be affected on an area-wide basis. Furthermore, since there are no new growth areas proposed along the western edge of the City's Planning Area, where views of the Coastal Ranges are more dominant, new development, including that of the WRTP Specific Plan Area, was not expected to affect views of the Coast Ranges. As noted, development of the WRTP Specific Plan Area was planned for in the 2035 General Plan and CAP EIR and determined to result in a less-than-significant impact on scenic vistas. And, while the proposed South Regional Pond was not considered in the 2035 General Plan and CAP EIR, the row crops and nut tree orchard, including the areas south of CR 25A that include the southern portion of the WRTP Specific Plan Area and the proposed South Regional Pond, are typical of farmland throughout Yolo County and northern California as a whole. Furthermore, only a small portion of the Coast Ranges is visible in background views to the west, and only from a portion of the houses along the western margin of the Spring Lake development. The WRTP Specific Plan Area and the off-site improvement areas are of moderate visual quality and do not represent scenic vistas. There are no impacts that are peculiar to the WRTP Specific Plan that were not addressed in the 2035 General Plan and CAP EIR. As provided by CEQA Guidelines Section 15183(b), no additional CEQA review is required. (Draft EIR, pp. 3.1-12 through 3.1-13.)

- Damage to Scenic Resources in a State Scenic Highway: There are no State designated scenic highways in Yolo County (California Department of Transportation 2017). Old River Road, locally designated as a scenic highway by Yolo County, parallels the west side of the Sacramento River from the southern end of the Sacramento Bypass north to the Fremont Weir and is approximately 6.75 miles east of the WRTP Specific Plan Area (Yolo County 2009). Because of the flat topography in the region, Old River Road is not visible from the WRTP Specific Plan Area of the off-site improvement areas. Since there are no designated scenic highways in the vicinity from which the WRTP Specific Plan Area or off-site improvement areas would be visible, there would be no impact. (Draft EIR, p. 3.1-13.)

AGRICULTURAL AND FORESTRY RESOURCES

- Conflict with Existing Williamson Act Contract: No lands are under Williamson Act contract on the WRTP Specific Plan Area. Therefore, implementing the WRTP Specific Plan would not conflict with an existing Williamson Act contract. (Draft EIR, p. 3.2-16.)

- Conflict with Existing Zoning for, or Cause Rezoning of, Forest Land, Timberland, or Timberland Zoned Timberland Production: The WRTP Specific Plan Area and off-site improvement areas are not zoned as forestland, timberland, or a Timberland Production Zone. Thus, the WRTP Specific Plan would not conflict with existing zoning for, or cause rezoning of, forestry resources. (Draft EIR, p. 3.2-16.)

- Result in the Loss of Forest Land or Conversion of Forest Land to Non-Forest Use: The WRTP Specific Plan Area and off-site improvement areas do not contain timberland as defined by Public Resources Code Section 4526 or contain 10 percent native tree cover that would be classified as forestland under Public Resources Code Section 12220(g). Thus, the WRTP Specific Plan would not result in conversion of forest land to non-forest use. (Draft EIR, p. 3.2-16.)

BIOLOGICAL RESOURCES

- Substantial Adverse Effects on Special-Status Plant Species: The WRTP Specific Plan Area and off-site improvement areas do not provide habitat for special-status plant species. Because the WRTP Specific Plan and off-site improvements would not affect special-status plants, this issue is not discussed further. (Draft EIR, p. 3.4-23.)

- Substantial Adverse Effects on Riparian Habitat, or Other Sensitive Natural Community: The WRTP Specific Plan Area and off-site improvement areas do not contain any riparian habitat or other sensitive natural communities (alkali prairie habitat) identified in the 2035 General Plan and CAP EIR or other local or regional plans. Because the WRTP Specific Plan and off-site improvements would not affect sensitive habitats, this issue is not discussed further. (Draft EIR, p. 3.4-23.)

CLIMATE CHANGE, GREENHOUSE GAS EMISSIONS, AND ENERGY

- Generation of Greenhouse Gas Emissions or Conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purpose of Reducing the Emissions of Greenhouse Gases: The WRTP Specific Plan is consistent with the City's 2035 CAP, and the CAP identifies reduction measures that would achieve reductions that would, based on substantial evidence, avoid a cumulatively considerable contribution to the significant cumulative impact of global climate change. Therefore, as provided by CEQA Guidelines Section 15183.5(b), the WRTP Specific Plan would not result in an incremental contribution to a cumulative effect and no additional CEQA review is required. (Draft EIR, p. 3.5-26.)

CULTURAL AND TRIBAL CULTURAL RESOURCES

- Cause a Substantial Adverse Change in the Significance of Historical Resources as defined in CEQA Guidelines Section 15064.5. Based on review of background research, combined with cultural resources pedestrian surveys, and Native American correspondence, two previously unrecorded cultural resources were identified in the WRTP Specific Plan Area that may be potentially affected by the proposed project: a historic-age site with house foundations and associated refuse deposit, and two historic-age buildings consisting of a barn and residence on a single parcel. These resources are not considered significant under CRHR criteria or as City of Woodland historical resources. None of the cultural resources were identified as meeting the eligibility requirements to be considered historical resources for the purposes of CEQA. Therefore, further discussion of impacts to historical resources as defined in CEQA Guidelines Section 15064.5 is not discussed further. (Draft EIR, p. 3.6-11.)

- Cause a Substantial Adverse Change in the Significance of a Tribal Cultural Resources as defined in Public Resources Code Section 21074: There are no known tribal cultural resources that would be impacted resulting from implementation of WRTP Specific Plan or off-site improvement areas. Per AB 52 consultation for the WRTP Specific Plan and the EIR, the Yocha Dehe tribe sent a letter to the City indicating that they are not aware of any tribal cultural resources near the WRTP Specific Plan Area. Therefore, further discussion of impacts to tribal cultural resources as defined in Public Resources Code Section 21074 is not discussed further. (Draft EIR, p. 3.6-11.)

GEOLOGY, SOILS, MINERALS, AND PALEONTOLOGICAL RESOURCES

- Surface Fault Rupture. The WRTP Specific Plan Area and the off-site improvement areas are not located within or adjacent to an Alquist-Priolo Earthquake Fault Hazard Zone, and there is no evidence of any known fault. Therefore, surface fault rupture would not pose a hazard for implementation of the WRTP Specific Plan, and this impact is not addressed further in the EIR. (Draft EIR, p. 3.7-10.)

- Landslide Hazards. Slopes within and immediately adjacent to the WRTP Specific Plan Area and off-site improvement areas are nearly flat, ranging from 0–4 percent. Therefore, landslides would not pose a hazard for the proposed project, and this impact is not addressed further in the EIR. (Draft EIR, p. 3.7-10.)

- Soil Suitability for Septic Systems. Wastewater treatment for the WRTP SpecificPlan Area would be provided through connections with the City's existing wastewater conveyance pipelines for treatment at the City's Water Pollution Control Facility. Because septic systems or other forms of on-site wastewater treatment would not be employed under the WRTP Specific Plan, there would be no impact. Therefore, this impact is not addressed further in the EIR. (Draft EIR, p. 3.7-10.)

- Loss of Availability of Mineral Resources. There are no areas of known mineral resources within or immediately adjacent to the WRTP Specific Plan Area (i.e., areas that have been classified as MRZ-2 by CGS), and the WRTP Specific Plan Area and off-site improvement areas are more than 5 miles southeast of the designated Cache Creek mineral resource sector. Therefore, implementation of the WRTP Specific Plan would have no impact related to the loss of availability of mineral resources, and this impact is not addressed further in the EIR. (Draft EIR, p. 3.7-10.)

- Seismic Hazards Related to Strong Seismic Ground Shaking and Liquefaction. Although there are no faults present within the city of Woodland, people and structures within the Planning Area could experience seismic shaking or liquefaction as a result of earthquakes in the Sacramento Valley. However, the CBC regulates all aspects of building and foundation design and construction, including regulations that are specifically designed to reduce the risks from seismic hazards to the maximum extent practicable. Compliance with the CBC is required by law. General Plan Policies 8.A.1 and 8.A.2 are also designed to reduce the potential for adverse impacts to people or structures from seismic shaking and liquefaction. The 2035 General Plan and CAP EIR determined that this impact was less than significant. Crawford & Associates (2020) estimated that the projected PGA at the proposed Caltrans Off-site Improvement Area would be 0.36g. This calculation indicates that the proposed off-site interchange may be subject to moderate level of ground shaking during a large magnitude earthquake. They also determined that although active seismic sources are relatively close and most of the project site consists of Holocene-age deposits, these deposits are composed of stiff/dense soil layers, and given that groundwater is present at depths of 28.5 to 37.2 feet below the ground surface, Crawford & Associates (2020) determined that liquefaction likely does not represent a hazard. Because the Caltrans Off-site Improvement Area is located in the same geologic formations and is the same distance from active seismic sources as compared to the WRTP Specific Plan Area and the proposed off-site South Regional Pond location, the WRTP Specific Plan Area and the proposed off-site South Regional Pond would likely experience a similar level of seismic ground shaking and a similar susceptibility to liquefaction as the Caltrans Offsite Improvement Area. Design and construction of buildings, foundations, and retaining walls throughout the WRTP Specific Plan Area are subject to the requirements of the CBC. Design and construction of infrastructure in the WRTP Specific Plan Area are regulated by the City's Engineering Standards: Design Standards, Standard Details and

Construction Specifications (City of Woodland 2016a). Similarly, design and construction of the off-site South Regional Pond is an allowed use under Chapter 2 of Title 8 of the Yolo County Code, and would be subject to the Yolo County permit and ordinance requirements, including Title 7, Building Regulations, of the Yolo County Code. These standards apply to transportation, storm drainage, sewer, wastewater pumping, water distribution, graywater distribution, underground pipelines, and other improvements, and are designed, in part to avoid impacts related to geologic and seismic constraints. Existing seismic safety standards are enforced by the City through requirements that development to be designed to minimize risk related to earthquakes, and that site-specific geotechnical reports be prepared to identify methods to reduce hazards. Design and construction of the off-site SR 113/County Road 25A intersection improvements are regulated by Caltrans, and would comply with requirements contained in the Standard Plans and Specifications (Caltrans 2018) and the Highway Design Manual (Caltrans 2020). Therefore, impacts related to seismic hazards from implementation of the WRTP Specific Plan and related off-site infrastructure improvements were addressed in the 2035 General Plan and CAP EIR and are substantially mitigated by City-administered uniformly applied development standards, as provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, p. 3.7-11.)

- Impacts Related to Soil Erosion. As discussed in the 2035 General Plan and CAP EIR Impact 4.7-2 (pages 4.7-27 through 4.7-29) (City of Woodland 2016b), construction projects have the potential to cause an increase in soil erosion due to increased grading, excavation, movement of construction vehicles, and other development-related construction activities. As presented above in Table 3.7-2, most soils within the WRTP Specific Plan Area and the off-site improvement areas have a moderate erosion potential and a high stormwater runoff potential. In addition, the Reiff soil type has a high wind erosion potential. Chapter 15.12 of the City of Woodland Municipal Code addresses erosion and sediment control under the City's Grading Ordinance. Project applicants for future projects proposed under the WRTP Specific Plan, including the off-site South Regional Pond if this feature is constructed by a private entity rather than the City, must obtain a grading permit that includes submittal of a soils engineering report and an engineering geology report specific to the project site, as required by Appendix Chapter 33 of the CBC, Section 3309. Chapter 8.08 of the City's Municipal Code regulates discharges into the municipal storm drain system including compliance with applicable provisions of construction NPDES permit requirements, including design of and discharge from the proposed off-site South Regional Pond. Furthermore, projects with the WRTP Specific Plan Area and the South Regional Pond, because they would disturb more than 1 acre of land, must comply with the requirements in the SWRCB General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ). The SWRCB general permit contains a numeric, two-part, risk-based analysis process and requires development of a SWPPP and implementation of BMPs. The SWPPP must include a site map and a description of construction activities, and must identify the BMPs that will be employed to prevent soil erosion and discharge of other construction-related pollutants. Project applicants for future projects proposed under the WRTP Specific Plan must comply with the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a). These standards apply to transportation, storm drainage, sewer, wastewater pumping, water distribution, graywater distribution, underground pipelines, and other improvements, and are designed, in part, to avoid impacts related to geologic and seismic constraints. Design and construction of the off-site South Regional Pond is an allowed use under Chapter 2 of Title 8 of the Yolo County Code, and would be subject to the Yolo County permit and ordinance requirements, including Title 7, Building Regulations, of the Yolo County Code. Design and construction of the off-site SR 113/County Road 25A intersection improvements is regulated by Caltrans, and

would comply with requirements contained in the Standard Plans and Specifications (Caltrans 2018) and the Highway Design Manual (Caltrans 2020). Furthermore, Caltrans has its own NPDES permit issued by SWRCB (Order No. 2012-0011-DWQ, NPDES No. CAS000003), with which all Caltrans projects are required to comply. This NPDES permit regulates construction-related erosion and operational discharge on all Caltrans projects throughout the state. Therefore, implementation of the WRTP Specific Plan and related off-site improvements would be consistent with the 2035 General Plan and CAP EIR, which determined that this impact was less than significant. Project applicants for future projects proposed under the WRTP Specific Plan, including the off-site South Regional Pond if this feature is constructed by a private entity rather than the City, must implement BMPs and develop and implement SWPPPs, as required by CVRWQCB, and obtain grading permits from the City, all of which are specifically designed to minimize constructed-related soil erosion to the maximum extent feasible. Caltrans also must implement BMPs and develop and implement a SWPPP as required by its agency-specific NPDES permit. Therefore, the soil erosion impact from construction of the WRTP Specific Plan and related off-site infrastructure improvements was addressed by the 2035 General Plan and CAP EIR and is substantially mitigated by City administered uniformly applied development standards, as provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, pp. 3.7-11 through 3.7-12.)

- Geologic Hazards Related to Unstable and Expansive Soils. A review of NRCS (2020) soil data (see Table 3.7-2) indicates that most of the soils within the WRTP Specific Plan Area and off-site improvement areas have been rated with severe limitations for construction of buildings and roads because of high shrink-swell potential, low soil strength, and ponding and soil saturation. As discussed in the 2035 General Plan and CAP EIR Impact 4.7-3 (pages 4.7-30 and 4.7-31) (City of Woodland 2016b), construction in unstable and expansive soils could result in structural damage to buildings, roads, and bridges. Expansive soils shrink and swell as a result of moisture change. These volume changes can result in damage over time to building foundations, underground utilities, and other subsurface facilities and infrastructure if they are not designed and constructed appropriately to resist the damage associated with changing soil conditions. Low soil bearing strength and long periods of soil saturation can result in subsidence from the weight of overlying structures. However, the CBC regulates all aspects of building and foundation design and construction, including regulations that are specifically designed to reduce or eliminate hazards from construction in expansive soil. Compliance with the CBC, which is required by law, ensures appropriate design and construction of building foundations to resist soil movement. In addition, the CBC also contains drainage-related requirements to reduce seasonal fluctuations in soil moisture content. Construction in soils of low strength is also addressed in the CBC through implementation of soil engineering tests and amending and compacting soils. General Plan Policies such as 8.A.1, 8.A.2, and 8.A.3 are designed to reduce hazards from construction in unstable soils by requiring preparation of a site-specific geotechnical report and incorporating special design requirements in areas of differential settlement. The 2035 General Plan and CAP EIR determined that this impact was less than significant. Project applicants for future projects proposed under the WRTP Specific Plan are required to comply with design and construction requirements contained in the CBC and the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a). Similarly, design and construction of the off-site South Regional Pond would be subject to the CBC and Yolo County permit and ordinance requirements including Title 7, Building Regulations, of the Yolo County Code. Project applicants must prepare site-specific geotechnical reports to identify soil constraints such as settlement and shrink-swell potential and implement design specifications to prevent damage associated with these limitations. Design and construction of the off-site SR 113/County Road 25A intersection improvements is regulated by Caltrans, and would comply with

requirements contained in the Standard Plans and Specifications (Caltrans 2018), which contain provisions to address unstable and expansive soils. Therefore, impacts from WRTP Specific Plan construction and related off-site infrastructure improvements in unstable and expansive soils are addressed by the 2035 General Plan and CAP EIR and are substantially mitigated by City-administered uniformly applied development standards, as provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, pp. 3.7-12 through 3.7-13.)

HAZARDS AND HAZARDOUS MATERIALS

- Disposal of Hazardous Materials. As discussed in the 2035 General Plan and CAP EIR Impact 4.8-1 (pages 4.8-29 through 4.8-32) (City of Woodland 2016b), new land uses would require the routine use, transport, and disposal of hazardous material and waste and may increase exposure to risk of hazards. Construction activities may also generate hazardous materials and waste, such as fuels and oils from construction equipment and vehicles. Federal and State regulations require adherence to specific guidelines regarding the use, transportation, disposal, and accidental release of hazardous materials, as described in the Regulatory Framework section above. The U.S. EPA is responsible for administering the Federal Toxic Substances Control Act and RCRA, which regulate the generation, transportation, treatment, storage, and disposal of hazardous waste. The Yolo County Department of Community Services Environmental Health Services Division is the CUPA for the County and responsible for implementing hazardous waste and materials State standards, including HMBP, California Accidental Release Prevention Program, and managing fuel storage tanks. The U.S. Department of Transportation, Caltrans, and the California Highway Patrol regulate and manage routine transport of hazardous materials on I-5 and SR 113. The Yolo County Environmental Health HazMat Unit and Multi-Agency Emergency Response Team, which includes the City of Woodland, respond to local hazardous materials emergencies. Furthermore, implementation of General Plan Policies 3.I.1, 3.I.2, 8.E.1, 8.E.2, 8.E.3, and 8.E.4 are also designed to reduce the potential for adverse impacts from routine transport and use of hazardous materials. The 2035 General Plan and CAP EIR determined that this impact was less than significant. As emphasized by WRTP Specific Plan Performance Standard C, in Section 3.3.2 of the WRTP Specific Plan, all permitted land uses under the WRTP Specific Plan, including industrial and commercial tenants in the WRTP Specific Plan Area, shall comply with the provisions of the California Hazardous Materials Regulations and other federal, State, and local regulations and requirements discussed in the "Regulatory Framework" section above, including preparation of a Hazardous Material Business Plan. Design and construction of the SR 113/CR 25A interchange improvements would be regulated by Caltrans, and hazardous materials at Caltrans projects are address in the Standard Specifications (Caltrans 2018). Impacts from implementation of the WRTP Specific Plan and off-site improvements related to the routine use, transport, and disposal of hazardous materials were addressed as a part of the City's General Plan and CAP EIR and are substantially mitigated by uniformly applied development standards administered at the local, state, and federal level and, as provided by CEQA Guidelines Section 15183(f), no additional CEQA review is required. (Draft EIR, p. 3.8-15.)

- Be Located on a Hazardous Materials Site Compiled Pursuant to Government Code Section 65962.5 (the Cortese List). The results of records searches of federal, State, local, and tribal databases indicate that the WRTP Specific Plan Area and the off-site improvement areas are not located on a known hazardous materials site on the Cortese List. Thus, there would be no impact and this issue is not evaluated further in the EIR. (Draft EIR, p. 3.8-15.)

- Safety Hazards Related to Public Use Airports. The WRTP Specific Plan Area and the off-site improvement areas are located 6.2 miles northeast of the nearest public use airport (Yolo County Airport). The WRTP Specific Plan Area and the off-site improvement areas are not located within an Airport Land Use Compatibility Plan area. Thus, there would be no impact related to safety hazards from a public use airport, and this issue is not evaluated further in the EIR. (See Impact 3.8-3 for safety hazards related to the Medlock Field private-use airport.) Airport noise hazards are addressed in Section 3.11, "Noise and Vibration," of the EIR. (Draft EIR, p. 3.8-15.)

- Impair Implementation of or Physically Interfere with an Adopted Emergency Response Plan or Emergency Evacuation Plan. As discussed in the 2035 General Plan and CAP EIR Impact 4.8- 6 (pages 4.8-41 through 4.8-43) (City of Woodland 2016b), new development and population growth would result in an increased population that may require evacuation. The adopted Yolo County Emergency Operations Plan (of which the City is a participant) addresses the County and incorporated Cities' planned response to extraordinary emergency situations associated with any type of natural disaster, technological incident, or state of war emergency. General Plan Policy 8.F.2 supports the continued coordination between the City and relevant agencies in preparing for and operating during an emergency. The 2035 General Plan and CAP EIR determined that this impact was less than significant. The WRTP Specific Plan and proposed off-site South Regional Pond are subject to design review by the City, and are required to comply with City standards relating to appropriate street design to accommodate emergency vehicles and emergency evacuation thoroughfares. Construction equipment would be staged on site, and therefore would not impede emergency access or emergency evacuation roues on the surrounding local roadways. Design and construction of the SR 113/CR 25A interchange improvements would be regulated by Caltrans, and would be designed for appropriate emergency vehicle access as per the Highway Design Manual (Caltrans 2020). Impacts from implementation of the WRTP Specific Plan and off-site improvements related to interference with an emergency response to evacuation plan were addressed as a part of the City's General Plan and CAP EIR and are substantially mitigated by uniformly applied development standards and, as provided by CEQA Guidelines Section 15183 (f), no additional CEQA review is required. (Draft EIR, pp. 3.8-15 through 3.8-16.)

- Exposure to Wildland Fire Hazards. As shown on General Plan Figure 8- 7, "Fire Hazards," and Exhibit 4.8-4 in the 2035 General Plan CAP EIR (City of Woodland 2016b:4.8-15), the WRTP Specific Plan Area and the off-site improvement areas are not located in or near a State Responsibility Area, but are located in a Local Responsibility Area. Furthermore, the WRTP Specific Plan Area and the off-site improvement areas are not located in a high or very high fire hazard severity zone and are not located in a wildlandurban interface fire area. As a result, the wildland fire threat is considered low by the local agency responsible for fire protection services (i.e., the City of Woodland). Furthermore, as discussed in the EIR in the "Regulatory Framework" of Section 3.8, "Hazards and Hazardous Materials," and in Section 3.12, "Public Services and Recreation," the WRTP Specific Plan Area and the off-site improvement areas would be provided with adequate fire suppression services by the City of Woodland, and design of the WRTP Specific Plan Area and the off-site South Regional Pond is required to comply with fire flow requirements contained in the City of Woodland Engineering Standards. Thus, there would be no impact related to wildland fire hazards, and this issue is not evaluated further in the EIR. (Draft EIR, p. 3.8-16.)

- Impede or Redirect Flood Flows. General Plan Policy 2.B.2 was not intended to constrain development that is not located in a 200-year floodplain. The WRTP Specific Plan Area and the off-site improvement areas are classified by FEMA (2012) as unshaded Zone X, which is an area of minimal flood hazard that is located outside the 100-year (0.01 AEP) floodplain and is higher than the elevation of the 500-year (0.2 AEP) floodplain. Since the WRTP Specific Plan Area and the off-site improvement areas are not located in a floodplain, there would be no impact and this topic is not evaluated further in the EIR. (Draft EIR, p. 3.9-14.)

- Risk Release of Pollutants in a Flood Hazard, Seiche, or Tsunami Zone. — General Plan Policy 2.B.2 was intended to provide general guidance, and was not intended to constrain development that is not located in a 200-year floodplain. The WRTP Specific Plan Area and the off-site improvement areas are classified by FEMA (2012) as unshaded Zone X, which is an area of minimal flood hazard that is located outside the 100- year (0.01 AEP) floodplain and is higher than the elevation of the 500-year (0.2 AEP) floodplain. Furthermore, there are levees on both the east and west sides of the Yolo Bypass (which is located between the city and the Sacramento River), as well as levees on the west side of the Sacramento River, that were designed and engineered to meet U.S. Army Corps of Engineers standards for levee stability (see Exhibit 4.9-2 on page 4.9-9 of the 2035 General Plan and CAP EIR [City of Woodland 2016b]). Because of the WRTP Specific Plan Area's distance from the Pacific Ocean, tsunamis would not represent a hazard. Seismic seiches have not been recorded in the Sacramento River north of the Delta; furthermore, levees on both sides of the Sacramento River have been designed and engineered to withstand seismic hazards such as seiches. Therefore, because the WRTP Specific Plan Area and the off-site improvement areas are not located in a flood hazard, seiche, or tsunami hazard zone, the WRTP Specific Plan and the off-site improvements would not result in increased risk of release of pollutants, and this impact is not addressed further in the EIR. (Draft EIR, p. 3.9-14.)

- Violation of Water Quality Standards. As discussed in the 2035 General Plan and CAP EIR Impact 4.9-1 (pages 4.9-33 through 4.9-38) (City of Woodland 2016b), land use changes have the potential to alter the types, quantities, and timing of contaminant discharges in stormwater runoff. Sediment, trash, organic contaminants, nutrients, trace metals, pathogens (e.g., bacteria and viruses), and oil and grease compounds are common urban runoff pollutants that can affect receiving water quality. In addition, agricultural runoff commonly contains elevated levels of nutrients, pesticides, and herbicides. However, before new urban development can proceed, a grading and drainage plan must be submitted to the City Department of Public Works that must incorporate stormwater pollution control as well as storm drainage design features to control increased runoff from the implementation of the WRTP Specific Plan, as required by Municipal Code Chapter 16. The City's Urban Stormwater Quality Management and Discharge Control Ordinance requires implementation of BMPs where a discharge has the potential to cause or contribute to pollution or contamination of stormwater, the City's storm drainage system, or receiving waters. Urban development projects are also required to comply with the City's Post-Construction Standards Plan (2015) to reduce post-construction runoff through the incorporation of BMPs, LID, and hydromodification management techniques. Industrial and commercial facilities require appropriate NPDES permits/WDRs, and implementation of BMPs consistent with the CASQA Industrial/Commercial BMP Handbook (2019b) or its equivalent, including annual reporting of any structural control measures and treatment systems. Urban development projects must also comply with the requirements in the SWRCB's General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) with requires preparation of a SWPPP and implementation of BMPs designed to reduce erosion and pollutant transport. Furthermore,

implementation of General Plan Policies 5.I.5, 5.I.7, and 7.A.4 are also designed to reduce the potential for violation of water quality standards and waste discharge requirements. The 2035 General Plan and CAP EIR included Mitigation Measure 4.9-1 (pages 4.9-38 and 4.9-39), which recommended adoption of General Plan Policy 5.I.4 related to implementation of LID features to improve stormwater quality. The 2035 General Plan and CAP EIR determined that after incorporation of General Plan Policy 5.I.4, the impact would be less than significant. Since the WRTP Specific Plan Area has been in use for cultivation of row crops for decades, existing stormwater runoff from the WRTP Specific Plan Area, which flows into Willow Slough, likely contains elevated levels of nutrients, pesticides, and herbicides. Project implementation would reduce these agricultural pollutants. However, long-term operational discharges of contaminants into the City's stormwater drainage system and ultimate receiving waters would still occur with development of the WRTP Specific Plan, because conversion to urban land uses would increase the amount of impervious surfaces. Therefore, stormwater runoff that transports pollutants from parking lots, driveways, streets, rooftops, and sidewalks would increase. In addition, the presence of additional industrial, commercial, and other urban land uses that utilize potential pollutants (e.g., cleaning agents, pesticides, oil) could result in discharges if proper storage, application, and/or disposal does not occur. However, project applicants for future projects proposed under the WRTP Specific Plan, as well as the off-site South Regional Pond are required to comply with the stormwater, grading, and erosion control regulations described above and with General Plan Policies 5.I.4, 5.I.5, 5.I.7, 5.I.8, and 7.A.4; all of which are designed to reduce stormwater runoff, improve water quality, and prevent violations of water quality standards and waste discharge requirements as set forth in the Water Quality Control Plan for the Sacramento and San Joaquin River Basins (CVRWQCB 2018). Design and construction of the off-site SR 113/County Road 25A intersection improvements are regulated by Caltrans, and would comply with requirements contained in the Standard Plans and Specifications (Caltrans 2018) and the Highway Design Manual (Caltrans 2020). Furthermore, Caltrans has its own NPDES permit issued by SWRCB (Order No. 2012-0011-DWQ, NPDES No. CAS000003), with which all Caltrans projects are required to comply. This NPDES permit regulates construction-related erosion and operational discharge on all Caltrans projects throughout the state (SWRCB 2015). Therefore, impacts from WRTP Specific Plan construction and related infrastructure improvements related to violation of water quality standards are substantially mitigated by uniformly applied development standards, as provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, pp. 3.9-14 through 3.9-15.)

- Substantial Depletion of Groundwater Supplies or Substantial Interference with Groundwater Recharge such that Sustainable Groundwater Management of the Basin would be Impeded. As discussed in the 2035 General Plan and CAP EIR Impact 4.9-4 (page 4.9-48) (City of Woodland 2016b), an increase in water demands and associated depletion of groundwater supplies could result from the land use changes throughout the City's Planning Area. In a partnership with the City of Davis, Woodland has secured water rights on the Sacramento River and the Woodland-Davis Clean Water Agency Regional Water Treatment Facility was designed to provide up to 18 million gallons per day (55 acre-feet per day) of surface water to Woodland. As part of the Woodland-Davis Regional Water Supply Project (which was completed in 2016), Woodland now has direct use of surface water, as well as the ability to store some of the treated surface water in the aquifer during low water demand months to be recovered and distributed to customers during high water demand months, under the City's aquifer storage and recovery program. The City also maintains wells for emergency use and for landscape irrigation in City parks. A limited amount of groundwater from three existing City wells is blended with the surface water; by adding surface water as well as recycled water (for industrial use) to the water supply that has previously been entirely dependent on groundwater, the potential for groundwater depletion is

decreased even though implementation of the 2035 General Plan would involve projects that could increase water demand. The 2015 Urban Water Management Plan projects zero retail water to come from groundwater sources between 2020 and 2040; 100 percent of water supplies would come from surface water and recycled water supplies. Thus, the addition of surface water to Woodland's water supply portfolio will substantially reduce groundwater extractions, reduce reliance on groundwater resources, as well as improved water quality. The 2035 General Plan and CAP EIR determined that this impact would be less than significant. The Sacramento Valley Groundwater Basin – Yolo Subbasin is a high priority basin as designated by DWR, but is not in a state of critical overdraft (DWR 2019). The Yolo Subbasin Groundwater Agency is the GSA responsible for preparation of the required GSP. The Yolo Subbasin GSP is in process and will be completed by January 1, 2022, as required by DWR (Yolo Subbasin Groundwater Agency 2020). As discussed in the 2035 General Plan and CAP EIR Impact 4.9-4 (pages 4.9-47 through 4.9-50) (City of Woodland 2016b), the primary areas of groundwater recharge in the Woodland area are the Sacramento River and other active stream channels. There are no major groundwater recharge areas in the City. Groundwater recharge also occurs as rainfall infiltrating through the soil to the aquifer, particularly in agricultural and open space areas. When impervious surfaces associated with new urban development are constructed on soils with a high water infiltration rate, a localized reduction in groundwater recharge can occur. However, most soils in the City are composed of loams and clays, which typically have low infiltration rates. Furthermore, new urban development projects in the City are required to comply with the City's Technical Guidance Manual for Stormwater Quality Control Measures (2006b) and Post Construction Standard Plan (2015) and incorporate BMPs, such as conserving natural areas and minimizing impervious area, which would reduce potential project interference with groundwater recharge. In addition, new development is required to comply with General Plan Policy 5.I.4 requiring the implementation of LID features, which could have the potential to locally, and likely minimally, increase groundwater recharge through the construction of infiltrative storm drainage facilities. The 2035 General Plan and CAP EIR determined that this impact would be less than significant. Implementation of the WRTP Specific Plan would convert a large agricultural area (approximately 350 acres, plus approximately 4 acres for the off-site South Regional Pond) to urban development with new impervious surfaces including streets, parking lots, and commercial, light industrial, and residential buildings. As discussed above, most of the WRTP Specific Plan Area and the off-site improvement areas are composed of hydrologic Group C soils (i.e., the Brentwood, Capay, and Sycamore soil types), which have a slow infiltration rate when thoroughly wet and therefore have a high runoff potential (NRCS 2020). However, a limited amount of groundwater recharge does occur in the WRTP Specific Plan Area through the Reiff Group A soil and the Yolo Group B soil. As shown in Exhibit 2-8 (Chapter 2, "Project Description") and discussed in the Woodland Research and Technology Park Specific Plan, Draft (City of Woodland 2020b), the proposed site design includes approximately 20 acres of landscaped open space. Some of the water applied to landscaping in the open space and in other landscaped areas throughout the WRTP Specific Plan Area (particularly to lawn grass in the residential housing areas), the on-site detention basin, and the on-site conveyance channel along the east side of SR 113 and the north side of County Road 25A, as well as the proposed off-site South Regional Pond would percolate through the soil and reach the groundwater aquifer as recharge. There are no active stream channels or other substantial sources of groundwater recharge in the WRTP Specific Plan Area or the off-site improvement areas. As stated above, the WRTP Specific Plan is required to comply with the City's Technical Guidance Manual for Stormwater Quality Control Measures (2006b) and Post Construction Standard Plan (2015) and incorporate BMPs, such as conserving natural areas and minimizing impervious area, which would reduce potential project interference with groundwater recharge. The proposed off-site improvements to the existing SR 113/County Road 25A would occur in hydrologic Group C soils and would involve only a minor increase in impervious surfaces. The WRTP Specific Plan is also

required to comply with General Plan Policy 5.I.4 requiring the implementation of LID features, could have the potential to locally, and likely minimally, increase groundwater recharge through the construction of infiltrative storm drainage facilities. Because development of the WRTP Specific Plan Area with urban land uses and the SR 113/County Road 25A interchange are planned as part of the City's General Plan, they will be included as part of regional planning efforts for the Sacramento Valley Groundwater Basin – Yolo Subbasin. Therefore, WRTP Specific Plan and associated off-site impacts from substantial depletion of groundwater supplies or substantial interference with groundwater recharge that would impede sustainable groundwater management of the basin are substantially mitigated by City-administered uniformly applied development standards, as provided by CEQA Guidelines Section 15183 (f), and no additional CEQA review is required. (Draft EIR, pp. 3.9-16 through 3.9-17.)

- On- and Off-site Erosion Impacts. As discussed in the 2035 General Plan and CAP EIR Impact 4.9-2 (pages 4.9-40 through 4.9-43) (City of Woodland 2016b), earth-moving activities associated with construction of new urban development would result in increased erosion and sedimentation, that could in turn result in degradation of waterways and conflict with beneficial uses, water quality objectives, and standards established in the as set forth in the Water Quality Control Plan for the Sacramento and San Joaquin River Basins (CVRWQCB 2018). In addition, accidental spills of construction-related contaminants (e.g., fuels, oils, paints, solvents, cleaners, concrete) could also occur during construction, thereby degrading water quality. Construction dewatering also has the potential to degrade water quality if proper dewatering procedures are not followed and water is not properly stored and disposed of. Chapter 15.12 of the City of Woodland Municipal Code addresses erosion and sediment control under the City's Grading Ordinance. Project applicants for future projects proposed under the WRTP Specific Plan and supportive infrastructure improvements must obtain grading permits that include submittal of a soils engineering report and an engineering geology report specific to the project site, as required by Appendix Chapter 33 of the CBC, Section 3309. Chapter 8.08 of the City's Municipal Code regulates discharges into the municipal storm drain system including compliance with applicable provisions of construction NPDES permit requirements. Furthermore, projects that disturb more than 1 acre of land must comply with the requirements in the SWRCB General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ). The SWRCB general permit contains a numeric, two-part, risk-based analysis process and requires development of a SWPPP and implementation of BMPs. The SWPPP must include a site map and a description of construction activities, and must identify the BMPs that will be employed to prevent soil erosion and discharge of other construction-related pollutants. Finally, project applicants for future projects proposed under the WRTP Specific Plan and supportive infrastructure improvements must comply with the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a). These standards apply to transportation, storm drainage, sewer, wastewater pumping, water distribution, graywater distribution, underground pipelines, and other improvements, and are designed, in part to avoid impacts related to geologic and seismic constraints. Furthermore, implementation of General Plan Policies 5.I.3, 5.I.5, and 5.I.7 are also designed to reduce the potential for violation of water quality standards and waste discharge requirements. The 2035 General Plan and CAP EIR included Mitigation Measure 4.9-2 (page 4.9-43), which recommended adoption of General Plan Policy 5.I.4 related to implementation of LID features to improve stormwater quality. The 2035 General Plan and CAP EIR determined that after incorporation of General Plan Policy 5.I.4, the impact would be less than significant. As presented in Table 3.7-2 of the EIR (see Section 3.7, "Geology, Soils, Minerals, and Paleontological Resources"), most soils in the WRTP Specific Plan Area and the off-site improvement areas have a moderate erosion potential and a high stormwater runoff

potential. In addition, the Reiff soil type has a high wind erosion potential. Development of the WRTP Specific Plan must occur in compliance with the existing land use, stormwater, grading, and erosion control regulations described above and must implement applicable General Plan Policies such as 5.I.3, 5.I.4, 5.I.5, and 7.A.4. Project applicants for future projects proposed under the WRTP Specific Plan and the offsite South Regional Pond are required to implement BMPs and develop and implement SWPPPs as required by CVRWQCB, and obtain grading permits from the City, all of which are specifically designed to minimize degradation of water quality to the maximum extent feasible. Design and construction of the off-site SR 113/County Road 25A intersection improvements is regulated by Caltrans, and would comply with requirements contained in the Standard Plans and Specifications (Caltrans 2018) and the Highway Design Manual (Caltrans 2020). Furthermore, Caltrans has its own NPDES permit issued by SWRCB (Order No. 2012-0011-DWQ, NPDES No. CAS000003), with which all Caltrans projects are required to comply. This NPDES permit regulates constructionrelated erosion and operational discharge on all Caltrans projects throughout the state (SWRCB 2015). Therefore, impacts from WRTP Specific Plan construction and related off-site infrastructure improvements from construction-related degradation of water quality are substantially mitigated by uniformly applied development standards, as provided by CEQA Guidelines Section 15183 (f), and no additional CEQA review is required. (Draft EIR, pp. 3.9-17 through 3.9-18.)

LAND USE PLANNING, POPULATION, AND HOUSING

- Physically Divide an Established Community. The WRTP Specific Plan would not physically divide an established community. Only one rural residence is within the WRTP Specific Plan Area and no residents are within the off-site improvement areas. This residence is not formally or informally known as a community. Implementing the WRTP Specific Plan would not physically divide an established community. Therefore, this issue is not evaluated further in the EIR. (Draft EIR, p. 3.10-15.)

- Conflict with an Airport Land Use Compatibility Plan. The WRTP Specific Plan Area and off-site improvement areas are outside of the Yolo County Airport and Sacramento International Airport Influence Areas1. Issues relating to potential conflicts with an Airport Land Use Compatibility Plan are discussed in Section 3.8, "Hazards and Hazardous Materials," of the EIR. (Draft EIR, p. 3.10-15.)

- Conflict with the Yolo County General Plan and Planning Regulations. As discussed in the 2035 General Plan and CAP EIR Impact 4.10-2 (pages 4.10-24 through 4.10-26) (City of Woodland 2016), the 2035 General Plan proposes land use designations for all parcels within the City's Planning Area, including on unincorporated county land. Yolo County has jurisdiction over unincorporated land in the County, including the WRTP Specific Plan Area, but approval and implementation of the WRTP Specific Plan requires no discretionary review by the County once the WRTP Specific Plan Area is annexed into the City's jurisdictional boundary, so the County's policies and standards do not apply. The South Regional Pond would not be annexed to the City. Land use inconsistencies resulting from development of the South Regional Pond and the Yolo County General Plan policies are not physical effects on the environment under CEQA unless it relates to a physical impact on the environment. Each technical section of the EIR provides a detailed analysis of other relevant physical environmental effects that could result from development of the South Regional Pond, as appropriate. The proposed WRTP Specific Plan would not conflict with the land use designation or zoning for the area proposed for the South Regional Pond in a way that would generate any adverse physical impacts beyond those addressed in detail in the environmental sections of the EIR (air quality, agricultural resources, biological resources, cultural resources, etc.). The WRTP Specific Plan Area is located outside the current City limits and will require

annexation into the City prior to development. The WRTP Specific Plan Area is within the City's Sphere of Influence and Urban Limit Line. The 2035 General Plan requires annexation before provision of City services to the area. Policy 2.B.6 Other Development in Unincorporated Areas within the Urban Limit Line. Prior to the provision of City services to unincorporated areas within the Urban Limit Line, require those unincorporated properties to be annexed into the City, or that a conditional service agreement be executed agreeing to annex when deemed appropriate by the City. There are no adverse physical environmental impacts related to Yolo County policies or standards that are not addressed in the General Plan and CAP EIR. Conflicts the Yolo County General Plan are addressed through the City's review and processing of the WRTP Specific Plan, which includes prezoning and annexation. As provided by CEQA Guidelines Section 15183(f), no additional CEQA review is required. (Draft EIR, p. 3.10-15.)

- Induce Substantial Unplanned Population Growth in an Area, either Directly (for example, by proposing new homes and businesses) or Indirectly (for example, through extension of roads or other infrastructure). As discussed in the 2035 General Plan and CAP EIR Impact 4.10-1 (pages 4.10- 26 through 4.10-30) (City of Woodland 2016), the 2035 General Plan anticipates development of currently undeveloped areas, which would result in infrastructure being extended into areas that are currently undeveloped and could result in pressure to plan for and entitle development beyond that anticipated under the 2035 General Plan. General Plan Policy 2.L.2 promotes development of SP-1A (the WRTP Specific Plan Area) as a mixed-use residential district, indicating that population growth in this area was considered. The WRTP Specific Plan Area had been subject to planning prior to the City's General Plan update, as well, as a part of broader planning for the Spring Lake Specific Plan Area and associated infrastructure master planning. More information on consistency with the 2035 General Plan is found below in Impact 3.10-1. The 2035 General Plan includes specific policies for both infill and new development that would avoid unplanned development that could be induced through infrastructure expansions into new growth areas (Policy 8.C.2 and Policy 8.C.5). This reduces the potential for unplanned, induced growth. In addition, the City's ultimate boundaries are circumscribed by a permanent Urban Limit Line established by a vote of the people in 2006 (Policy 2.A.1). The Urban Limit Line may only be modified by another vote by the people, and the initiative measure also places restrictions on the provision of services outside of the Urban Limit Line. The WRTP Specific Plan Area is within the Urban Limit Line. This provides an effective constraint to induced growth outside of the boundary. As stated in the 2035 General Plan and CAP EIR, growth inducement may indirectly lead to environmental effects. Such environmental effects may include increased traffic, degradation of air quality, conversion of agricultural land to urban uses directly from population and employment growth and indirectly from development associated with goods and services needed by such growth. Physical impacts associated with development of residential and nonresidential land uses, such as traffic, air quality degradation, noise generation, greenhouse gas emissions, and increased demand for public services and utilities, are evaluated in the respective specific resource areas throughout the EIR. The actual level of buildout and the timing of construction and development activities is subject to market conditions, economic trends, and other factors beyond the City's control. The 2035 General Plan and CAP EIR determined that this impact was less than significant. There are no impacts that are peculiar to the WRTP Specific Plan Area that were not addressed in the 2035 General Plan and CAP EIR. As provided by CEQA Guidelines Section 15183(b), no additional CEQA review is required. (Draft EIR, p. 3.10-16.)

- Displace Substantial Numbers of Existing People or Housing. As previously stated, only one rural residence is within the WRTP Specific Plan Area. Implementation of the WRTP Specific Plan could potentially result in the demolition of the one residence that is currently located within the WRTP Specific Plan Area. However, the demolition of one residence when compared to the number of existing residences currently located in Woodland

and in the unincorporated county is very minimal. Due to the low number of homes that could potentially be demolished with development of WRTP Specific Plan and because numerous homes are available, the City does not consider this level of displacement to be substantial. The WRTP Specific Plan would not displace substantial numbers of existing people or housing. Therefore, this issue is not evaluated further in the EIR. (Draft EIR, p. 3.10-16.)

NOISE AND VIBRATION

- Expose People to Excessive Airport Noise. The 2035 General Plan and CAP EIR (pages 3.11-63 to 3.11-64) discusses noise impacts from aircraft noise exposure. The EIR determines that the closest airport to the City's Planning Area is the Watts Woodland Airport, which is located 3.7 miles from the western city limits. The Sacramento International Airport is located approximately five miles northeast and Yolo County Airport approximately five miles southwest of the City limits. Based upon the most recent noise contours for the Watts Woodland and Yolo County Airports contained within the Yolo County 2030 General Plan EIR (April 2009) and recent noise contours obtained from Sacramento International Airport Land Use Compatibility Plan (SACOG 2013), areas within the City's Urban Limit Line are located outside of the 60 dB CNEL contours. The WRTP Specific Plan Area is within the City's Urban Limit Line; the only proposed development outside of the Urban Limit Line is the off-site South Regional Pond, which is not considered a sensitive noise receptor. Implementation of the WRTP Specific Plan would result in no different impact conclusion than disclosed in the 2035 General Plan and CAP EIR. This impact is less than significant. (Draft EIR, p. 3.11-20.)

PUBLIC SERVICES AND RECREATION

- Impacts Related to Fire Protection Services. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-1 (pages 4.12-29 through 4.12-32) (City of Woodland 2016), Goal 5.B establishes a comprehensive program of fire protection services as a priority in the 2035 General Plan. Service standards for fire protection are addressed in Policies 5.B.1, which states the City should maintain a response time of 4 minutes or less for fire suppression calls, at least 90 percent of the time. Policy 5.B.4 requires development projects to develop and/or fund fire protection facilities, equipment, personnel, and operations and maintenance that maintain the City's standards. Policies 5.B.2 and 5.B.6 ensure high-quality staff and equipment, including adequate fire suppression throughout the city; Policy 5.B.7 reduces the need for new facilities through enforcement of safe building standards; and Policy 5.B.8 requires review of development applications by the fire department. Policy 5.B.10 of the 2035 General Plan specifically addresses the location of new fire stationsin relation to planned growth. The environmental effects from construction and operation of new or expansion of existing fire stations were evaluated programmatically in the 2035 General Plan and CAP EIR throughout the individual environmental topic sections. Individual development projects would be required to conduct environmental review pursuant to CEQA prior to approval. Additionally, any new construction of fire facilities would be subject to construction permitting and Fire and Building Code standards. The 2035 General Plan and CAP EIR concluded that impacts related to fire protection services would be less than significant. Fire protection services for the WRTP Specific Plan Area would be provided by Station Three currently located at 1550 Springlake Court. As discussed in Section 3.12.1, "Environmental Setting," of the EIR, the City plans to relocate Station Three to improve service to existing and proposed development within the southeast portion of the City, including the WRTP Specific Plan Area. The City would conduct project-level CEQA analysis, if necessary, to analyze specific impacts and identify any required mitigation measures for construction and operation of Station Three. To the extent feasible, the environmental impacts associated with the construction of Station Three would be mitigated to

below a level of significance, consistent with CEQA. As concluded in the 2035 General Plan and CAP EIR, if siting and construction practices are consistent with the General Plan's policies and other existing regulatory standards, environmental impacts related to construction and operation of fire protection facilities should be minimal (2035 General Plan and CAP EIR page 3.12-32). Project applicants for future projects proposed under the WRTP Specific Plan would be required to submit project design plans to the Woodland Fire Department for review and implement recommended conditions (General Plan Policy 5.B.8). The proposed WRTP Specific Plan would not affect Woodland Fire Department response times because project applicants for future projects proposed under the WRTP Specific Plan would provide funding to ensure fire protection personnel and equipment is provided to meet increased demand for fire protection services (General Plan Policy 5.B.4). Incorporation of all California Fire Code, City development standards, and Woodland Fire Department requirements into project designs would reduce the dependence on fire department equipment and personnel by reducing fire hazards. Therefore, impacts from WRTP Specific Plan construction and related infrastructure improvements related to fire protection services are substantially mitigated by City-administered uniformly applied development standards, as provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, pp. 3.12-13 through 3.12-14.)

- Impacts Related to Police Protection Services. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-2 (pages 4.12-32 through 4.12-35) (City of Woodland 2016), future development consistent with the General Plan is not expected to require new Woodland Police Department facilities, but may require additional staff and policing resources to account for workload and to meet response time standards. Goal 5.A provides for sufficient law enforcement services that will adequately meet the needs of increasing population and non-residential development. Policies 5.A.1 and 5.A.2 require efficient and high-quality service standards. Development projects are required to fund police facilities according to Policy 5.A.3. Policies 5.A.4, 5A.5, 5.A.6, and 5.A.7 reduce the need for additional police services through public safety programs and Crime Prevention through Environmental Design strategies, and development application review by the Police Department. In the event that new police facilities would be needed, they would be located within the development footprint analyzed in the 2035 General Plan and CAP EIR. The environmental effects from construction and operation of new police stations were evaluated programmatically in the 2035 General Plan and CAP EIR throughout the individual environmental topic sections. Individual development projects would be required to conduct environmental review pursuant to CEQA prior to approval. The 2035 General Plan and CAP EIR concluded that impacts related to police protection services would be less than significant. Police protection for future development in the WRTP Specific Plan Area would be provided by the Woodland Police Department. Project applicants for future projects proposed under the WRTP Specific Plan would be required to submit project design plans to the Woodland Police Department for review and implement recommended conditions of approval (General Plan Policy 5.A.7). The proposed WRTP Specific Plan would not affect Woodland Police Department response times or other performance objectives because project applicants for future projects proposed under the WRTP Specific Plan would provide funding to ensure police protection personnel and equipment is provided to meet increased demand for police protection services (General Plan Policy 5.A.3). Therefore, impacts from WRTP Specific Plan construction and related infrastructure improvements related to police protection services are substantially mitigated by City-administered uniformly applied development standards, as provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, pp. 3.12-14 through 3.12-15.)

- Impacts Related to School Services. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-3 (pages 4.12-35 through 4.12-39) (City of Woodland 2016), future development consistent with the General Plan, based

on the State's classroom loading factors, would require new schools. Implementation of the 2035 General Plan will reduce the impacts related to school services. Specifically, Goal 5.E and Policy 5.E.2 encourages coordination with WJUSD and other educational institutions regarding future school sites. However, the siting of new schools is regulated by the California Department of Education, not the City of Woodland. As a result, the potential impacts associated with the construction of new schools could not be fully predicted at the time of analysis for the 2035 General Plan; the 2035 General Plan and CAP EIR found this impact to be potentially significant. Funding for new school construction is provided through State and local revenue sources. Senate Bill 50 (Chapter 407, Statutes of 1998) governs the amount of fees that can be levied against new development. Payment of fees authorized by the statute is deemed "full and complete mitigation."3,4 The 2035 General Plan and CAP EIR concluded that pursuant to State law the impact is considered less than significant after mitigation. The WRTP Specific Plan Area is located within the WJUSD boundaries and could result in the construction and occupation of approximately 1,600 residential dwelling units. WJUSD uses student generation factors (students per new dwelling units) for single- and multi-family development in order to project student enrollment as shown in Table 3.12-5. Based on student-yield generation rates from WJUSD, implementation of the WRTP Specific Plan would generate approximately 376 new elementary school students (grades K–6), 104 middle school students (grades 7–8), and 222 high school students (grades 9–12). This yield is a general estimate. Actual student generation could be different for different housing types and would vary according to demographic and other influences. The WRTP Specific Plan Land Use Plan provides for a new elementary school in the area zoned for medium density residential, south of Parkland Avenue and east of Road B, should it be determined necessary by the WUJSD to support the anticipated student yield from development within the WRTP Specific Plan Area. Should residential development occur within the WRTP Specific Plan Area prior to the construction of this school, students within the WRTP Specific Plan Area would attend Spring Lake Elementary School, Tafoya Elementary School, Woodland Prairie Elementary School, Douglass Middle School, and Pioneer High School. As shown in Table 3.12-2 (as revised in Chapter 3, "Errata," of this Final EIR, these schools are below capacity. Furthermore, projections through 2030 indicate that, with 2,800 new residential units becoming occupied and generating growth in the number of students districtwide, Tafoya Elementary School, Douglass Middle School, and Pioneer High School all maintain capacity, indicating that the nearby existing schools could accommodate all anticipated elementary school, middle school, and high school students at build out of the WRTP Specific Plan Area (DecisionInsight 2021). Therefore, a shortfall of elementary school, middle school, or high school services and facilities would not occur. Depending on the timing of future development within the WRTP Specific Plan Area, future students could potentially be bused or driven to schools within the WJUSD boundaries, resulting in indirect impacts related to transportation, such as air pollutant emissions, greenhouse gas emissions, and transportation noise. These potential impacts were considered in the 2035 General Plan and CAP EIR analysis for the relevant resource areas, and are addressed as part of the impact analyses in each of the environmental topic-specific sections of the EIR. As noted, in the case that additional students resulting from new residential development within the WRTP Specific Plan Area would exceed the elementary school capacity or an additional school is otherwise determined by the WJUSD and the California Department of Education to be necessary, the WRTP Specific Plan provides for a new elementary school within the Planning Area. The proposed development in the WRTP Specific Plan is consistent with that assumed for analysis in the 2035 General Plan and CAP EIR, including increased students within the school district due to residential development, and planning for additional schools. Funding for new school construction, as provided through fees authorized by SB 50 and identified as mitigation under the 2035 General Plan and CAP EIR would be applicable to development within the WRTP Specific Plan Area. Project applicants for future projects proposed under the WRTP Specific Plan would pay the State-mandated school

impact fees to the WJUSD that are being levied at the time of development. The City would determine the assessable square footage that would be subject to the fee at the time of development. The California Legislature has declared that payment of the applicable school impact fee is deemed to be full and adequate mitigation under CEQA for impacts on school facilities (California Government Code Section 65996). Direct effects associated with the construction and operation of a new elementary school within the WRTP Specific Plan Area are addressed in specific resource area analyses, as appropriate, throughout the EIR. The indirect effects associated with transporting students were addressed in the General Plan and CAP EIR and are addressed, as appropriate, in the respective sections throughout the EIR. No additional CEQA review is required. (Draft EIR, pp. 3.12-15 through 3.12-16.)

- Impacts Related to Parks and Recreation Services. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-4 (pages 4.12-39 through 4.12-43) (City of Woodland 2016), 2035 General Plan Policy 5.C.3 states the City will "strive to achieve" 6.0 acres of parkland per 1,000 residents. The Quimby Act authorizes cities and counties to pass ordinances requiring that developers set aside land, donate conservation easements, or pay fees for park improvements. General Plan Policy 5.C.3 requires that the development of parks and recreation facilities keeps pace with development according to the City's parkland standard. Policy 5.C.4 requires that new residential development meet its fair share of the park acreage goal by either dedicating land for new parks, paying a fair share of the costs for new parks and recreation facilities, and/or renovating existing parks and facilities. Policy 5.C.12 requires that the City's parks, open space, and recreational resources and facilities include a variety of amenities and features to meet the needs of the community, and that factors such as water conservation, urban forest canopy, drinking fountains, restrooms, lighting, and parking be considered in the design of new parks and recreation facilities. The 2035 General Plan and CAP EIR states that for any new future master or specific plan area, parkland would be required to support residential development according to the 2035 General Plan standard, which is 6.0 acres of parkland per 1,000 residents. The amount, type, and location of the new parks and recreational facilities are determined during the planning process. The environmental effects from construction and operation of new parkland were evaluated in the 2035 General Plan and CAP EIR throughout the individual environmental topic area sections. The 2035 General Plan and CAP EIR concluded that impacts related to parks and recreation services would be less than significant. Table 3.12-6 shows the parkland acreage calculations based on the projected new residential population in the WRTP Specific Plan Area. For the purpose of this analysis, it is assumed that the planned residential land use will support a total projected population of approximately 4,386 people. Therefore, assuming 6 acres per thousand residents, 26.3 acres of parkland would be required. As explained in Chapter 5 of the WRTP Specific Plan, additional parks, open space, mini parks and public or private plazas may be identified within individual developments and with Tentative Subdivision Maps. The WRTP Specific Plan will meet its park obligation through a combination of park land development and through project impact fees. Therefore, the WRTP Specific Plan would meet or exceed the City's requirements for new residential development to provide its fair-share of park acreage. As stated above, General Plan Policy 5.C.12 requires that the City's parks, open space, and recreational resources and facilities include a variety of amenities and features to meet the needs of the community, and that factors such as water conservation, urban forest canopy, drinking fountains, restrooms, lighting, and parking be considered in the design of new parks and recreation facilities. The WRTP Specific Plan includes a central park, "The Yard", of 11.6 acres that would serve as the primary park/open space feature; smaller parks, open spaces, and greenways are proposed throughout the WRTP Specific Plan Area. The Yard would include one or more areas for field and court sports, playgrounds/tot lots, restrooms, picnic tables, shade structures and shaded seating areas, passive recreation areas, and improvements at the southern end to provide a central gathering

place for outdoor socializing and events (such as a weekly farmers market). Smaller parks and open spaces would be designed for a variety of passive and active uses, depending on the size and configuration of the park/open space. The interconnected open space, and thee active and passive recreation facilities will be required to provide ample places for physical activity and recreation. The Design Standards and Design Guidelines in Chapter 3 of the WRTP Specific Plan contain criteria for parkland design related to water conservation, urban forest canopy, drinking fountains, restrooms, lighting, and parking. The environmental effects from construction and operation of the WRTP Specific Plan, including proposed recreational facilities, are evaluated throughout the individual environmental topic area sections in the EIR. There are no other known environmental effects associated with park facilities or services that are beyond the impacts disclosed in the relevant environmental topic area sections of the EIR. Therefore, impacts from WRTP Specific Plan implementation related to parks and recreation services are substantially mitigated by City-administered uniformly applied development standards, as provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, pp. 3.12-16 through 3.12-18.)

- Impacts Related to Increased Use of Existing Parks and Recreational Facilities. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-6 (pages 4.12-46 through 4.12-48) (City of Woodland 2016), additional population growth would place added physical demands on existing park facilities by increasing the number of people using the parks, lengthening the periods of time during which the parks would be in active use, and/or increasing the intensity of use over the course of a typical day. However, the City also anticipated that new parkland would be created to serve new residential growth areas. Therefore, as additional parkland was added over time with new development, impacts related to use overall would be spread over more facilities, and thus the increased use of existing parks and recreational facilities would not result in substantial physical deterioration of existing facilities. Furthermore, General Plan Policy 5.C.3 requires that the development of parks and recreation facilities keeps pace with development and growth within the city according to the City's parkland standard. General Plan Policy 5.C.4 requires that new residential development meet its fair share of the park acreage goal by either dedicating land for new parks, paying a fair share of the costs for new parks and recreation facilities, and/or renovating existing parks and facilities. Therefore, the 2035 General Plan and CAP EIR concluded that impacts related to increased use of existing parks and recreational facilities would be less than significant. The WRTP Specific Plan would provide a total of 17.6 acres of parks and open space for the use of new residents, visitors, and employees in the WRTP Specific Plan Area. Parkland created in the WRTP Specific Plan Area would be located in proximity to proposed and existing nearby housing, promoting use of new parkland. In addition, new residents, visitors, and employees may also use existing City park facilities such as the 28-acre Woodland Sports Park approximately 0.35 mile west of the WRTP Specific Plan Area, the 10-acre Rick Gonzales Sr. Park approximately 0.6 mile east of the WRTP Specific Plan Area, and the Woodland Regional Park approximately 1 mile east of the WRTP Specific Plan Area. As the Spring Lake Specific Plan continues to be implemented, additional parks would also be developed north and east of the WRTP Specific Plan Area. Additionally, although it cannot be fully ascertained with any degree of certainty exactly how many residents and with what frequency they would choose to use off-site recreational facilities, General Plan Policy 5.C.11 promotes mechanisms to adequately fund the ongoing maintenance and repair of the City's open space, parks, and recreational resources and facilities. In addition, General Plan Implementation Program 5.2 calls for the production and regular update of the Parks, Recreation, and Community Services Master Plan that would, among other items, identify funding sources for the development and maintenance of parks, recreation centers and open space resources. Therefore, impacts related to increased use of existing parks and recreational facilities from implementation of the WRTP Specific Plan are substantially mitigated by City-administered uniformly

applied development standards, as provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, p. 3.12-19.)

- Impacts Related to New Parks and Recreational Facilities. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-7 (pages 4.12-48 through 4.12-52) (City of Woodland 2016), new recreational facilities would be created to serve new growth. For any new future master or specific plan area, parkland is required to support residential development, and there may be new recreational facilities associated with new parkland. The precise amount, type, and location of the new parks and recreational facilities would be determined during the planning process for individual development projects or Specific Plans, and must be consistent with the requirements of the 2035 General Plan. Any new construction or expansion of recreation facilities would be subject to construction permitting and Fire and Building Code standards. Additionally, General Plan Policy 5.C.3 requires that development of recreation facilities keeps pace with development and growth within the city and Policy 5.C.5 supports the placement of parks and recreational facilities in proximity of housing. New development is required to meet its fair share of the park acreage goal, including greenbelt parks, according to Policies 5.C.4 and 5.C.9. Appropriate funding mechanisms for parks and recreational facilities must be identified according to Policy 5.C.11. Policy 5.C.12 requires that a variety of factors are considered in the design of new and renovated parks and recreational facilities, including flexibility for programming activities, travel distance of users, and citizen input. The 2035 General Plan and CAP EIR concluded that impacts related to creation of new parks and recreational facilities would be less than significant. The WRTP Specific Plan includes the creation of new on-site parks and recreational facilities, as well as payment of in-lieu fees towards expansion of the Woodland Sports Park, as required by the City. Parkland created in the WRTP Specific Plan Area would be located in proximity to proposed and existing nearby housing. The WRTP Specific Plan Design Standards contained in Chapter 3 of the WRTP Specific Plan require that a variety of factors are considered and incorporated into the new parks, including safety, security, water conservation, urban forest canopy, accessibility, restroom facilities, drinking fountains, and bike access and accommodations. The environmental effects from construction and operation of the WRTP Specific Plan, including proposed recreational facilities, are evaluated throughout the individual environmental topic area sections in the EIR. There are no other known environmental effects associated with park facilities or services that are beyond the impacts disclosed in the relevant environmental topic area sections of the EIR. Thus, no additional CEQA review is required. (Draft EIR, p. 3.12-19.)

TRANSPORTATION AND CIRCULATION

- Conflict or Be Inconsistent with CEQA Guidelines Section 15064.3(b). The proposed land use types and density and the proposed transportation network for the WRTP Specific Plan are consistent with that anticipated under the 2035 General Plan. The transportation network described in the WRTP Specific Plan is consistent with the planned Citywide Circulation Diagram (Figure 3-2) in the General Plan Transportation and Circulation Element as follows. The General Plan Citywide Circulation Diagram shows planned arterial and collector streets for the South Growth Area (SP-1) in which the WRTP is located. This includes Parkland Avenue (a new east-west principal arterial between East Street and Pioneer Avenue), a new north-south road designated as Road B in the WRTP Specific Plan (a new north-south minor arterial between CR 25A and Parkland Avenue), an extension of Marston Road (east-west collector street, new segment between Parkland Avenue and Road B), and widening of CR 25A (east-west minor arterial, widening between Road B and SR 113). Planned bikeways shown on Figure 3-3 in the General Plan Transportation and Circulation Element include Class I and II facilities on portions of Parkland Avenue, CR 25A, and Road B as well as a Class I bicycle facility on Marston Road. All

of these streets and bicycle facilities are included in the WRTP Specific Plan, as shown on the network alignment and street crosssections. The WRTP Specific Plan includes a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (TDM/VMT Program) that requires the project "achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035," as required by the 2035 General Plan Policy 3.A.4 (Reduce Vehicle Miles Traveled [VMT]) for new development, as well as "financing strategies, sources, and mechanisms to ensure short-term and long-term funding for implementation and monitoring of the TDM/VMT Program." As detailed in Section 6.2.3, "Subsequent Implementation Documents/Analysis," of the WRTP Specific Plan, the Master TDM/VMT Program shall: 1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction that are financed by and consistent with the strategies and requirements of the Development Agreement2 ; and 2) provide project-specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual project-level TDM Plans consistent with the Master TDM Program. These measures are consistent with Policy 3.A.4 of the 2035 General Plan, and shall, in combination, achieve a 10 percent reduction in VMT per capita for the WRTP Specific Plan Area compared to baseline conditions by 2035. The Master TDM/VMT Program will include a monitoring plan for collecting VMT data in the interim years to 2035, every five years as input to citywide GHG monitoring, so that the effectiveness of the VMT reduction strategies can be confirmed and any required strategy adjustments made to reach VMT reduction targets. Monitoring reports shall be reviewed by the City, which may make adjustments to reach project VMT reduction targets, as necessary. CEQA Guidelines Section 15064.3 establishes VMT as the most appropriate measure of transportation impacts, shifting away from the level of service (LOS) analysis that evaluated a project's impacts on traffic conditions on nearby roadways and intersections. Although the State's Office of Planning and Research (OPR) provides recommendations for adopting new VMT analysis guidelines, lead agencies have discretion in selecting and development a methodology to evaluate VMT. Lead agencies must demonstrate that their selected analysis methodology aligns with SB 743's goals to promote infill development, reduce GHGs, and reduce VMT. OPR Tech Advisory is guidance and not a program, plan, ordinance, or policy. The 2035 General Plan and CAP EIR demonstrated that the mix of actions and policies to reduce emissions, inclusive of a 10 percent reduction in VMT across the City's Planning Area, would achieve the necessary GHG reductions for the City's Planning Area. The City's CAP provides for interim monitoring and reevaluation over time to ensure that reduction targets are being met and to allow for adjustments in reduction strategies and policies if they are not being met. As the WRTP Specific Plan is consistent with the 2035 General Plan transportation network and land use program, including residential density and population estimates and non-residential building square footage, and includes a TDM/VMT Program and funding to achieve the 10 percent VMT reduction required for new projects per General Plan Policy 3.A.4, there are no impacts that are peculiar to the WRTP Specific Plan that were not addressed in the 2035 General Plan and CAP EIR, and potential impacts are substantially mitigated by uniformly applied development standards, being the WRTP Specific Plan's TDM/VMT Program and funding mechanism. As provided by CEQA Guidelines Section 15183(f), no additional CEQA review is required. (Draft EIR, pp. 3.13-15 through 3.13-16.)

UTILITIES

- Impacts Related to Increased Demand for Water Supplies. As discussed in the 2035 General Plan and CAP EIR Impact 4.14-2 (pages 4.14-37 through 4.14-42) (City of Woodland 2016), additional residential, commercial, and industrial uses would increase demand for water supplies and water treatment facilities. General Plan goals and policies call for reductions in water use and ensure water system facilities are provided. General Plan Goal 5.G is to provide adequate potable water supply and delivery system to meet the needs of the city. General Plan

Policy 5.G.1 directs the City to provide an adequate water supply, while Policy 5.G.3 requires connection to the City's water system. Policy 5.G.2 requires preparation of a Water Supply Assessment for significant projects (those larger than a 500-dwelling unit project or 250,000 square foot commercial development), pursuant to Sections 10910 through 10915 of the California Water Code. Policies 5.G.5, 5.G.7, 5.G.9, and 7.A.5 reduce the demand on potable water production and delivery systems by requiring the expansion of the recycled water system, maintenance of existing facilities, coordination with regional partners to improve water efficiency and conservation, and updated landscaping regulations. Policy 7.A.5 encourages efficient use of water in landscaping. CAP Water and Solid Waste Objective 1 promotes reduced water demand, which is supported by a number of Actions outlined in Chapter 4 the CAP. The 2035 General Plan and CAP EIR determined that, based on the supply of surface water and groundwater, the City is expected to successfully meet water demand through 2035 (Table 4.14-3 of the 2035 General Plan and CAP EIR). The environmental effects from placement of infrastructure were evaluated in the 2035 General Plan and CAP EIR throughout the individual environmental topic area sections. The 2035 General Plan and CAP EIR concluded that impacts related to increased demand for water supplies and water treatment facilities would be less than significant. Development of the proposed WRTP Specific Plan would increase the demand for municipal water supplies. The City of Woodland Engineering Standards water-demand factors were applied to the acreage for each land use designation that generates municipal water use within the city. As shown in Table 3.14-2, the estimated potable water demand would be approximately 1.14 million gallons per day, which is approximately 1,278 afy at build-out nof the WRTP Specific Plan Table 3.14-1 identifies water supplies and demand within the City over the UWMP's planning period in normal, single-dry, and multiple-dry years. In all year types, if demand cannot be met from surface water alone, the City plans to meet any additional demand through reclaimed water and groundwater pumping. As stated above and shown in the Table 3.14-1, water supply is projected to be sufficient to meet demand through 2035 in all water years. The future water demands accounted for within the City's UWMP are based upon the population growth rate developed in the City's 2035 General Plan for the anticipated development within the City's Urban Limit Line, which included projections for the WRTP Specific Plan Area (West Yost Associates 2016); for the purposes of analysis, the EIR assumes the mix of land uses and overall amount of development in this WRTP Specific Plan Area of approximately 1,600 dwelling units and 2.2 million square feet of nonresidential building space, consistent with the 2035 General Plan. Therefore, the water demands for the WRTP Specific Plan Area were accounted for in water demand projections contained in the City's UWMP and evaluated in the 2035 General Plan and CAP EIR, and sufficient water supplies would be available to meet the demands of the WRTP Specific Plan. The WRTP Specific Plan provides guidelines and recommendations to reduce water demands through the use highperformance, low-flow water fixtures; minimizing use of lawn and turf grass; the use of native plants and non-living groundcovers; and installation of climate sensitive irrigation systems. A reclaimed water system would be installed to meet landscape irrigation demands for medians, parks, and greenways to further reduce potable water demands. The City Public Works Department completed a Water Supply Assessment for the proposed land use plan contained within the WRTP Specific Plan. As documented in the Water Supply Assessment and Certification Form, the City has sufficient water supplies for the proposed project during normal, single dry, and multiple dry years over a 20- year period (City of Woodland 2019b). Therefore, as with the 2035 General Plan and CAP EIR, the impact related to additional water demand is less than significant. (Draft EIR pp. 3.14-12 through 3.14-13.)

- Impacts Related to Exceedance of Wastewater Treatment Requirements and Increased Demand for Wastewater Treatment Facilities. As discussed in the 2035 General Plan and CAP EIR Impact 4.14-1 (pages 4.14-32 through 4.14-36), Impact 4.14-2 (pages 4.14-37 through 4.14-42), and Impact 4.14-5 (pages 4.14-49 through 4.14-51)

(City of Woodland 2016), additional residential, commercial, and industrial uses anticipated under the General Plan would generate greater amounts of wastewater effluent compared to existing conditions. General Plan Goal 5.H ensures that wastewater treatment facilities are provided in a timely fashion to serve existing and future needs. General Plan Policy 5.H.6 requires all sewage generators within the Planning Area to connect to the City's system. General Plan Policies 5.F.1 ensures that there would be sufficient public services, including wastewater treatment facility capacity, to serve existing and new development in Woodland. Policies 5.F.2, 5.F.3, 5.F.4, and 5.F.5 address fiscal and funding impacts of new development to ensure there is funding available to support public facilities and services. Policies 5.H.2, 5.H.3, 5.H.4, and 5.H.5 address the need to plan for wastewater needs by requiring updates to the Sanitary Sewer Management Plan, consideration of the wastewater needs in amendments to the adopted General Plan, active planning for maintenance and repairs, and evaluation and updates to the Capital Improvement Program. Policy 5.H.9 requires a reduction in wastewater system demand. The WPCF was permitted and meeting facility specific permitted conditions under the State Water Resource Control Board National Pollution Discharge Elimination System permit requirements at the time of adoption of the 2035 General Plan, and the permit has been renewed and conditions continue to be met. Implementation of policies in the 2035 General Plan, along with existing local, State, and federal requirements would ensure that the wastewater treatment requirements of the Central Valley Regional Water Quality Control Board would continue to be met for amount of wastewater effluent. In terms of wastewater treatment, the hydraulic capacity of the City's WPCF is expected to meet the city's projected needs through 2035. The environmental effects from placement of infrastructure were evaluated in the 2035 General Plan and CAP EIR throughout the individual environmental topic area sections. The 2035 General Plan and CAP EIR concluded that impacts related to increased demand for wastewater treatment facilities would be less than significant. Wastewater flows generated by development of the WRTP Specific Plan Area were accounted for in wastewater flow projections contained in the 2035 General Plan and CAP EIR. Land use proposed in the WRTP Specific Plan is consistent with that contemplated for SP-1A in the 2035 General Plan, and therefore anticipated wastewater flows analyzed as part of the General Plan and CAP EIR would be the same, if not less due to recent regulatory changes and conservation measures, as that analyzed in the 2035 General Plan and CAP EIR. As described in the WRTP Wastewater Collection System Technical Memorandum, due to recent regulatory changes and implementation of the Model Calibration and Master Plan Update Recommendations prepared by Water Works Engineers in 2012, the City has reduced residential and commercial wastewater design sanitary sewer flow rate assumptions for the WRTP Specific Plan Area (Cunningham Engineering 2020c). As analyzed in support of the 2035 General Plan and CAP EIR, future average hydraulic flow to the WPCF would increase to about 8.3 mgd in 2035 with buildout of the General Plan, which is within the capacity of the WPCF (City of Woodland 2015). Similarly, the WPCF organic capacity would not be exceeded with buildout of the 2035 General Plan (City of Woodland 2015). As stated above and confirmed by the City's Wastewater Treatment Capacity Verification, the capacity of the City's WPCF is expected to exceed the city's projected needs through 2035, including the needs of the WRTP Specific Plan (City of Woodland 2019a). Thus, the WPCF would have adequate capacity to treat wastewater flows generated by the WRTP Specific Plan, as well as future development within the WPCF service area. Therefore, impacts from the WRTP Specific Plan related to exceedances of wastewater treatment requirements and increased demands that would be placed upon existing wastewater treatment facilities were addressed for the proposed WRTP Specific Plan as part of the 2035 General Plan and CAP EIR and are substantially mitigated by City-administered uniformly applied development standards. The 2035 General Plan and CAP EIR determined that this impact was less than significant. There are no impacts that are peculiar to the WRTP Specific Plan Area that were not addressed in the 2035 General

Plan and CAP EIR. As provided by CEQA Guidelines Section 15183(f), no additional CEQA review is required. (Draft EIR, pp. 3.14-13 through 3.14-14.)

- Impacts Related to Increased Generation of Solid Waste and Compliance with Solid Waste Regulations. As discussed in the 2035 General Plan and CAP EIR Impacts 4.14-6 and 4.14-7 (pages 4.14-51 through 4.14-56) (City of Woodland 2016), future residential, commercial, and industrial land uses anticipated under the General Plan would increase solid waste generation compared to existing conditions. General Plan Policies 5.J.1 and 5.J.2 require adequate solid waste services and compliance of solid waste collection in new development with local regulations, and Policy 5.J.4 requires compliance with State regulations. The 2035 General Plan and CAP EIR determined that existing State laws and regulations would reduce the potential environmental impact associated with solid waste generation (AB 341's solid waste diversion requirements and AB 1826's mandatory commercial organics recycling requirements). Furthermore, the City of Woodland Municipal Code reduces the potential environmental impact by regulating solid waste receptacles and disposal services, recyclable materials, and construction and demolition debris. The 2035 General Plan and CAP determined existing landfills have sufficient capacity to accommodate the solid waste disposal needs from anticipated future growth. The 2035 General Plan and CAP EIR concluded that impacts related to increased generation of solid waste and compliance with solid waste regulations would be less than significant. Construction activities for future projects under the WRTP Specific Plan would require site clearing and generate various construction-period wastes, including scrap lumber, scrap finishing materials, various scrap metals, and other recyclable and nonrecyclable construction-related wastes. The 2019 CALGreen Code (Title 24, Part 11 of the California Code of Regulations) requires all construction contractors to reduce construction waste and demolition debris by 65 percent. Code requirements include preparing a construction waste management plan that identifies the materials to be diverted from disposal by efficient usage, recycling, reuse on the project, or salvage for future use or sale; determining whether materials will be sorted on-site or mixed; and identifying diversion facilities where the materials collected will be taken. The code also specifies that the amount of materials diverted should be calculated by weight or volume, but not by both (California Building Standards Commission 2019). In addition, the 2019 CALGreen Code requires that 100 percent of trees, stumps, rocks, and associated vegetation and soils resulting primarily from land clearing be reused or recycled. In addition, the City requires contractors to comply with the Construction and Demolition Debris Recycling and Diversion Ordinance (Title 13, Chapter 13.40 of the City of Woodland Municipal Code) by reducing project waste entering landfill facilities by 65 percent as recycling 100 percent of excavated soil and land-clearing debris. Contractors are required to prepare a waste management plan that must be submitted to and approved by City's Community Development Department before issuance of a building permit and waste management logs must be submitted to the City's Community Development Department before final inspections (see Section 3.14.2, "Regulatory Framework," above). It is estimated the total population and employees resulting from implementation of the WRTP Specific Plan would generate 13.1 tpd and 32.25 tpd of solid waste, respectively. 5,6 These totals do not account for recycling programs required by AB 1826 or other City recycling programs. Therefore, the actual amount of solid waste generated by the proposed WRTP Specific Plan would be less than this estimate. Solid waste collected from the WRTP Specific Plan Area would be hauled to the Yolo County Central Landfill. The Yolo County Central Landfill has a maximum permitted throughput of 1,800 tpd, a remaining capacity of approximately 35 million cubic yards, and an expected closure date of 2081 (CalRecycle 2019a). The estimated 45.4 tpd of solid waste generated by the proposed project would be approximately two percent of the maximum tpd that could be received at the landfill. Therefore, sufficient landfill capacity would be available to accommodate solid-waste disposal needs for the WRTP Specific Plan. Development of the WRTP Specific

Plan would result in increased long-term generation of solid waste during operation. The City provides recycling programs, such as curbside recycling of paper, plastics, bottles, and organics, to reduce the volume of solid waste transported to landfills. In addition, the Recyclable Materials Ordinance (City Municipal Code Title 13, Chapter 13.36) reduces wastes further by requiring businesses and multi-family residential uses to provide integrated collection areas with recycling components. Furthermore, AB 1826 requires businesses to recycle organic wastes. Future projects developed under the WRTP Specific Plan will be required to comply with all statutes and regulations related to solid waste. Compliance with the CalGreen Code, the City's Construction and Demolition Debris Recycling and Diversion Ordinance, AB 1826, the City's Recyclable Materials Ordinance, and other City recycling programs would ensure that sufficient landfill capacity would be available to accommodate solid-waste disposal needs for future development. The anticipated increase in solid waste generation of time is based on an increase in population in the county. Per resident and per employee generation rates in the WRTP Specific Plan Area are likely to be less than existing rates as the City continues to implement waste diversion programs to comply with State regulations (AB 341 and AB 1826) and support State goals. Development assumptions and related population growth within the WRTP Specific Plan Area are within the envelope assumed in the 2035 General Plan. Therefore, impacts from WRTP Specific Plan and related infrastructure improvements related to increased generation of solid waste and compliance with solid waste regulations were addressed for the proposed WRTP Specific Plan as part of the 2035 General Plan and CAP EIR and are substantially mitigated by City-administered uniformly applied development standards in the form of 2035 General Plan and CAP EIR policies and implementation programs, or in the form of existing City standards or code requirements. The 2035 General Plan and CAP EIR determined that this impact was less than significant. There are no impacts that are peculiar to the WRTP Specific Plan Area that were not addressed in the 2035 General Plan and CAP EIR. As provided by CEQA Guidelines Section 15183(f), and no additional CEQA review is required. (Draft EIR, pp. 3.14-14 through 3.14-16.)

2. FINDINGS REGARDING LESS THAN SIGNIFICANT IMPACTS NOT REQUIRING MITIGATION

The City Council agrees with the characterization in the Draft EIR of all project impacts identified as "less than significant" and finds that those impacts have been described accurately and are either less than significant or have no impact, as described in the Draft EIR.

CEQA Guidelines Section 15091 does not require specific findings to address environmental effects that an EIR identifies as "no impact" or a "less than significant" impact. However, the impacts where the project would result in either no impact or a less-than-significant impact, and which require no mitigation, are detailed below. The less-than-significant conclusions and findings for these impacts are consistent with the findings of the EIR. Please refer to the Draft EIR and the Final EIR for more detail.

AGRICULTURE AND FORESTRY RESOURCES

- Impact 3.2-2. Conflict with Existing Zoning for Agricultural Use.

  Finding: Less than significant. (Draft EIR, p. 3.2-19.)

  Explanation: The WRTP Specific Plan and off-site improvement areas are zoned by Yolo County as Agricultural Intensive (AN). The A-N zoning designation is intended to promote intensive agricultural uses while preventing the encroachment of nonagricultural uses. The Yolo County Zoning Regulations (Chapter 2

of Title 8 of the Yolo County Code) state that privately-owned ponds for agricultural-related use are an allowable use in the A-N zoning designation (Yolo County 2020). Development of the WRTP Specific Plan Area will require annexation into the City and pre-zoning prior to development. The WRTP Specific Plan will also require amending the City's Zoning Ordinance to reference the WRTP Specific Plan for allowable land use, development standards, performance standards, and design guidelines. With approval of the WRTP Specific Plan, annexation of the WRTP Specific Plan Area into the City of Woodland, and associated zoning changes, development of the WRTP Specific Plan Area would not conflict with zoning for agricultural use. Land for the proposed South Regional Pond would not be annexed to the City and would remain within Yolo County jurisdiction in land designated as A-N. The balance of the parcel on which the South Regional Pond would be located is in agricultural use and the WRTP Specific Plan would not propose to change that. While this proposed land use could conflict with existing zoning, any potential adverse physical impacts associated with construction and operation of the South Regional Pond, such as loss of farmland, changes to the visual character, and other potential physical impacts, have been comprehensively analyzed throughout the EIR. Potential impacts associated with development of the South Regional Pond would be mitigated through implementation of mitigation measures presented in the EIR and through uniformly applied City administered development standards. There is no impact beyond those comprehensively considered throughout the other sections of the EIR. This impact is considered less than significant.

BIOLOGICAL RESOURCES

- Impact 3.4-6. Impacts on Migratory Corridors and Nursery Sites: Interference with Wildlife Movement Corridors and Nursery Sites.

  Finding: Less than significant. (Draft EIR, p. 3.4-37)

  Explanation: The city of Woodland is located within the Pacific flyway, which is a major north-south route for migratory birds along western North America. Large numbers of waterfowl and shorebirds may move through the area seasonally and may congregate and forage in wetlands, grasslands, and agricultural fields during winter or use them as resting grounds during longer migrations from the Arctic to Central or South America. Land use changes would allow development to occur in the agricultural habitats within the WRTP Specific Plan Area and off-site improvement areas within the Pacific flyway, but this development would not create a barrier to movement of migratory species or alter the character of existing habitat available to migrating birds such that it would no longer function as a migratory corridor because there still would be abundant agricultural habitat of equal or better value to migrating birds surrounding the WRTP Specific Plan Area and off-site improvement areas and this agricultural habitat, along with Cache Creek, Willow Slough, and the Yolo Bypass would continue to support the needs of migratory birds and provide wildlife movement opportunities for other native resident or migratory wildlife species in the area. Development of the WRTP Specific Plan Area and off-site improvement areas would not cause any areas of natural habitat to become isolated. Waterways consist of agricultural and roadside ditches that do not support riparian vegetation that would provide cover for wildlife movement. The WRTP Specific Plan Area and off-site improvement areas do not currently provide an important connection between any areas of natural habitat that would otherwise be isolated, and the WRTP Specific Plan Area and offsite improvement areas are not located within any of the ecological corridors identified in the Yolo Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP) as important to maintaining connectivity between communities, habitat patches, species populations, or the Yolo HCP/NCCP proposed reserve system. No native wildlife nursery sites have been identified in the WRTP Specific Plan Area or off-

site improvement areas. Therefore, implementing the WRTP Specific Plan would not interfere substantially with the movement of any native resident or migratory species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. The impact is less than significant.

- Impact 3.4-7. Consistency with Local Policies and Ordinances: Conflict with Local Ordinances Protecting Biological Resources.

  Finding: Less than significant. (Draft EIR, p. 3.4-37.)

  Explanation: Although a tree inventory has not been completed for the WRTP Specific Plan Area, the reconnaissance surveys confirmed several trees are present in the WRTP Specific Plan Area and off-site improvement areas. Implementing the proposed WRTP Specific Plan would allow development in the WRTP Specific Plan Area and off-site improvement areas, and several of these trees could be potential, heritage trees or other trees protected under the City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48). However, the City will require compliance with the Tree Ordinance as a part of WRTP Specific Plan implementation. The impact is less than significant.

- Impact 3.4-8. Conflict with an Adopted Habitat Conservation Plan: Conflict with an Adopted Habitat Conservation Plan / Natural Community Conservation Plan.

  Finding: Less than significant. (Draft EIR, p. 3.4-38.)

  Explanation: The avoidance, minimization, and mitigation measures included in the EIR are consistent with the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018). In addition, the WRTP Specific Plan would comply with the 2035 General Plan policies and implementation programs, and these maintain consistency with the Yolo HCP/NCCP. The proposed WRTP Specific Plan and 2035 General Plan were designed for consistency with the Yolo HCP/NCCP. Goal 7.B of the 2035 General Plan is to maintain and protect natural habitats throughout the Planning Area, especially types that are considered sensitive by the Yolo HCP/NCCP, and Policy 7.B.1 of the 2035 General Plan requires full implementation of the Yolo HCP/NCCP, once adopted, to mitigate the impacts of growth projected under the General Plan on plant and wildlife habitats in the Woodland area (City of Woodland 2017). There are no sensitive habitats or other lands in the WRTP Specific Plan Area or off-site improvement areas that are identified in the Yolo HCP/NCCP as a part of the future reserves system. Therefore, implementing the WRTP Specific Plan would not reduce the effectiveness of the Yolo HCP/NCCP conservation strategy and would not interfere with attaining the overall biological goals and objectives of the Yolo HCP/NCCP. The City of Woodland is a permittee and participant of the Yolo HCP/NCCP, and will avoid, minimize, and mitigate impacts on covered species and habitats consistent with the Yolo HCP/NCCP conservation strategy, as described above. The impact is less than significant.

CLIMATE CHANGE, GREENHOUSE GAS EMISSIONS, AND ENERGY

- Impact 3.5-1. Result in Potentially Significant Environmental Impact Due to Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources during Project Construction or Operations.

  Finding: Less than significant. (Draft EIR, pp. 3.5-26 through 2.5-31.)

Explanation: The 2035 General Plan and CAP EIR (pages 4.5-43 to 4.5-63) discusses potential impacts related to the consumption of energy from implementation of the 2035 General Plan and CAP. The EIR estimated the maximum annual energy demand in the form of natural gas, electricity, and fuel associated with future operations within the City's Planning Area with implementation of the 2035 General Plan. The 2035 General Plan and CAP EIR also discussed the anticipated construction-related energy demand associated with development with implementation of the General Plan. With regard to construction-related energy consumption, the 2035 General Plan and CAP determined that the Planning Area and anticipated development do not have any unusual characteristics that would necessitate the use of construction equipment or methods that would be less energy-efficient than at comparable construction sites in the City. With regard to operational transportation and building energy consumption, the General Plan contains several policies that promote mixed-use and infill development and site residents, jobs, and retail amenities in proximity of each other to reduce the need for motor vehicle travel. Many policies through various mechanisms also support development of pedestrian and bicycle facilities and encourage alternative transportation and transit that would promote non-vehicular modes of travel. General Plan policies also encourage minimizing energy and water demand and wastewater generation and encourage methods to minimize solid waste generation and increase waste diversion systems. Policy 2.C.2 also requires new development to be consistent with the objectives and targets of the City's CAP, which specifically provides objectives, strategies, and implementation measures to reduce energy demand associated with the City's Planning Area. The 2035 General Plan and CAP EIR determined that implementation of the General Plan, for either alternative, would improve overall energy efficiency on a per-service population bases compared to existing conditions. The 2035 General Plan and CAP EIR found this impact to be less than significant.

Energy would be consumed through all phases of project construction and operations. Energy-requiring activities range from equipment operation during construction, to building operations, to transportation during all phases of the WRTP Specific Plan implementation. Table 3.5-5 summarizes total energy requirements for development under the WRTP Specific Plan. For comparison purposes, Table 3.5-5 shows conversion of all energy requirements to a common energy unit of British thermal units (Btu) per year. Operational transportation would be the greatest energy consuming factor associated with implementation of the WRTP Specific Plan. The WRTP Specific Plan provides for employment-generating land uses as well as a range of housing options, and implements land use and transportation planning strategies that would reduce the demand for motor vehicle travel, and thereby minimize overall transportation energy (fuel) demands. Building operations would account for approximately 30 percent of the energy consumption for the WRTP Specific Plan Area. Compliance with existing regulations would ensure that the proposed facilities would be more energy efficient than existing, average, similar-use buildings, as energy efficiency requirements have become more stringent over time. In addition, the implementation of the WRTP Specific Plan would be consistent with the City's 2035 General Plan and, as described above in Table 3.5-1 and further detailed in Section 3.10, "Land Use Planning, Population, and Housing," of the EIR. As detailed in the Design Standards and Design Guidelines in Chapter 3 of the WRTP Specific Plan, building design and construction of development under the WRTP Specific Plan will incorporate features that achieve energy and resource efficiencies. Considering this information, the WRTP Specific Plan would not be expected to cause inefficient, wasteful, or unnecessary consumption of energy and this impact is considered less than significant. No mitigation is required. Energy efficiency is a possible indicator of environmental impacts. The actual adverse physical environmental effects associated with energy use and the efficiency of energy use are detailed throughout the EIR in the environmental topic–specific sections. For example, the use of energy for transportation leads to air pollutant emissions, the impacts of which are addressed

in Section 3.3 of the EIR. There is no physical environmental effect associated with energy use that is not addressed in the environmental topic–specific sections of the EIR.

- Impact 3.5-2. Conflict with or Obstruct a State or Local Plan for Renewable Energy or Energy Efficiency

  Finding: Less than significant. (Draft EIR, p. 3.5-32.)

  Explanation: As described above in the discussion of Impact 3.5-1, implementation of the WRTP Specific Plan would result in the development of new land uses that would induce new demand for electricity and natural gas, as well as induce additional VMT that would result in the consumption of fossil fuels. However, design and construction of buildings would comply with the most recently adopted California Building Energy Efficiency Standards Code and California Green Building Standards Code (CalGreen), and the City's CAP. This would ensure that future development would consume energy efficiently through the incorporation of such features as efficient water heating systems, high performance attics and walls, and high efficacy lighting. The Design Standards and Design Guidelines in Chapter 3 of the WRTP Specific Plan also promote energy efficient design standards and transportation systems, promote energy efficiency in new construction that meet or exceed State Building Energy Efficiency Standards, promote energy efficiency and conservation programs associated with utilities, and require compliance with federal, State, and local energy-related regulations. Therefore, implementation of the WRTP Specific Plan would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. This impact is less than significant.

HAZARDS AND HAZARDOUS MATERIALS

- Impact 3.8-3. Result in a Safety Hazard for People Residing or Working in a Project Area Located in the Vicinity of a Private Airstrip.

  Finding: Less than significant. (Draft EIR, pp. 3.8-22 through 3.8-23.)

  Explanation: The 2035 General Plan and CAP EIR (page 4.8-29) (City of Woodland 2016b) stated that since there are no private airstrips within the General Plan Planning Area, implementation of 2035 General Plan land use changes and policies would have no impact related to the safety hazard for people residing or working in the vicinity of a private airstrip, and this impact was not addressed further in the 2035 General Plan and CAP EIR. Medlock Field is a privately owned and operated airport located approximately 1.3 miles south of the WRTP Specific Plan Area on CR 101. The north end of the runway is approximately 1.4 miles south of the WRTP Specific Plan and the proposed off-site South Regional Pond. Approximately 15 single-engine airplanes are based at the airport, which includes an administration building, aircraft hangers, maintenance sheds, a fueling station, and parking areas (AirNav 2020). As discussed above in the "Regulatory Framework," the Caltrans Division of Aeronautics applies the FAA Part 77 height regulations and notice requirements to private use airports. However, the height of buildings within the WRTP Specific Plan Area would have to exceed a slope of 25:1 at the imaginary surface extending outward and upward from the airport runway to the WRTP Specific Plan Area. As detailed in Section 3.4, "Site Development Standards," of the WRTP Specific Plan, buildings constructed within the WRTP Specific Plan Area would not exceed a height of 70 feet, and land within the WRTP Specific Plan Area is flat. Therefore, construction of buildings within the WRTP Specific Plan Area would not result in a height above the ground surface that would be tall enough to result in a flight hazard at Medlock Field (i.e., would not exceed the 25:1 slope limitation). The WRTP Specific Plan Area would include an approximately 4-acre water quality/hydromodifcation basin the southeastern corner. However, this

basin would be used only for detention of stormwater flows, which would be released over a 48-hour period. Therefore, this proposed on-site basin would not result in a large open area of water that would be retained for long periods of time that could attract waterfowl and thereby result in wildlife strike hazards. Proposed land uses in the WRTP Specific Plan Area include Village Center (retail or mixed use); Commercial–Business Park, Office, Research, High-Tech, or Light Industrial Flex; and Commercial–Highway. These facilities may handle hazardous substances, although they would not be expected to handle large quantities of acutely hazardous substances since the WRTP Specific Plan Area does not include zoning for heavy industrial land uses. Therefore, the potential for explosion hazard is minimal. As discussed in detail in Section 3.1, "Aesthetics," of the EIR, the WRTP Specific Plan would not be implemented in a "dark sky" area; rather, existing nighttime lighting is already generated by the Woodland Sports Park west of SR 113, from street lighting along the east and west sides of SR 113 on the west side of the project site, and from street and residential lighting in the adjacent Spring Lake development to the east. General Plan Policies 2.F.4 and 2.F.5 require that artificial lighting be controlled to avoid spill-over lighting, preserve the night sky, and prevent glare. The proposed land uses in the WRTP Specific Plan Area would not include high mast, high foot-candle-power lighting towers such as those used at the Woodland Sports Park. Rather, standard City street lights would be constructed along the arterial, collector, and residential streets at heights of 31, 28, and 25 feet, respectively, as required by Section 9 of the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a). The Engineering Standards also direct the maximum allowable amount of foot-candle illumination that may be used for arterial, collector, and residential streets (200, 100, and 70 watts, respectively). Furthermore, the WRTP Specific Plan Performance Standards and Design Standards and Design Guidelines, contained in Sections 3.3.2 and 3.5.2, respectively, of the WRTP Specific Plan also state that proposed land uses may not create new sources of glare, and that sign illumination must be confined to the area of the sign and may not cast a glare that is visible from any street or adjacent lot. The off-site South Regional Pond would not require nighttime lighting. The existing SR 113/CR 25A interchange is lighted with high-mast light standards that are shielded and direct the lighting downward; the proposed interchange improvements would include the continued use of shielded, directional high-mast light standards, but would not substantially change the amount of skyglow that is already emitted as compared to the existing interchange. Therefore, the WRTP Specific Plan and the off-site improvements would not include lighting that could be mistaken for airport lighting and/or cause glare in the eyes of pilots of aircraft using Medlock Field. For the reasons stated above, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact would be less than significant.

LAND USE PLANNING, POPULATION, AND HOUSING

- Impact 3.10-1 Conflict with the Woodland 2035 General Plan and Municipal Code.

  Finding: Less than significant. (Draft EIR, pp. 3.10-17 through 3.10-33.)

  Explanation: Specific plans, under State law, are required to be consistent with the relevant jurisdiction's general plan. The environmental topic-specific sections of the EIR include a discussion of relevant General Plan policies and implementation programs, which are used to frame mitigation measures presented throughout the EIR. The WRTP Specific Plan is one of three subareas designated by the City of Woodland General Plan 2035 within the Specific Plan 1 (SP-1) new growth area. Referred to as "SP-1A" in the General Plan, the City "envisions the Specific Plan to develop as a mixed-use neighborhood anchored by a research and technology

business park in the 'Southern Gateway' [to the city] located at CR 25A and SR 113" (City of Woodland 2017, page LU 2-55). According to direction in the General Plan, for the WRTP Specific Plan Area:

> "The highest intensity of development will occur within the business park area, providing a prime opportunity for job creation within Woodland. The remainder of SP-1A will be largely residential with some open space and recreation areas."

As directed by the General Plan (Policy 2.L.2, page LU 2-77), the City will:

> Promote development of SP-1A as a mixed-use residential district anchored by a research and technology business park in the Southern Gateway area at CR 25 and SR 113. Concentrate the highest intensity of development within and in close proximity to the business park area, with lower-density, largely residential uses to the north. Encourage sustainable development through the use of renewable energy sources and water conservation tools with the goal of striving to achieve zero net energy at the building and neighborhood level to the extent feasible.

The WRTP Specific Plan Area is identified "New Growth (Planned Development)" and designated as SP-1A in the General Plan, but does not currently have specific City land use zoning designations. Because the WRTP Specific Plan Area is outside of the current City limits, development of the WRTP Specific Plan will require annexation into the City and pre-zoning prior to development. The WRTP Specific Plan will also require amendment of the City's Zoning Ordinance. Table 3.10-4 provides a discussion of the WRTP Specific Plan's consistency with the General Plan. Tables 3.5-1 and 3.5-2 in Section 3.5, "Climate Change, Greenhouse Gas and Energy," of the EIR, lists the 2035 General Plan policies relevant to greenhouse gas emissions and the relevant policies of the City's Climate Action Plan, respectively, and briefly explains the WRTP Specific Plan consistency with these policies. As shown in Table 3.10-1, implementation of the WRTP Specific Plan would be consistent with the 2035 General Plan policies. As noted in Section 3.10.2 and shown in Table 3.10-3 of the EIR, the current Housing Element and Land Use Plan was developed with consideration for the City of Woodland's RHNA for the planning period of 2013 through 2021 (as shown in Table 3.10-3), which projected a need for the construction of an additional 1,877 housing units, allocated as follows: 195 extremely low income units, 195 very low income units, 274 low income units, 349 moderate income units, and 864 above moderate income units. The City met the rezoning requirement for the 2013-2021 planning period in May 2018 through the adoption of the Interim Zoning Ordinance. SACOG's RHNA for the planning years 2021 through 2029 projected a need for the City of Woodland for the construction of an additional 3,087 housing units, allocated as follows: very low income (663 units), low income (399 units), moderate income (601 units), and above moderate income (1,424 units) (Table 3.10-2). The WRTP Specific Plan, once fully developed, could provide opportunities for approximately 1,673 new dwelling units, helping the City meet the RHNA. The WRTP Specific Plan includes a Housing Mix land use policy (Section 2.2 of the WRTP Specific Plan) to provide a mix of housing types at a range of densities and affordability levels that accommodate residents at all states of life. With densities ranging from less than 8 units per acre to 40 units per acre, a variety of housing types, sizes, and densities are planned, including conventional and small-lot single family homes, accessory dwellings (or secondary units), townhomes, multi-story apartments and condominiums, and livework units. WRTP Specific Plan consistency related to environmental topics is addressed in each technical section of the EIR, as appropriate. These technical sections provide a detailed analysis of other relevant physical environmental effects that could result from implementation of the WRTP Specific Plan and identify mitigation measures, as necessary, to reduce impacts. Implementation of the proposed WRTP Specific Plan would not conflict with

adopted City General Plan policies, land use designations, or zoning in a way that would generate any adverse physical impacts beyond those addressed in detail in the environmental sections of the EIR (air quality, biological resources, cultural resources, etc.). Therefore, and consistent with the finding in the 2035 General Plan and CAP EIR, this impact is considered less than significant.

- Impact 3.10-2 Potential conflicts with the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan (MTP)/Sustainable Communities Strategy (SCS).

  Finding: Less than significant. (Draft EIR, pp. 3.10-33 through 3.10-34.)

  Explanation: The SACOG MTP/SCS showed the WRTP Specific Plan Area as a Developing Community. According to the MTP/SCS, this community type is "typically, though not always, situated on vacant land at the edge of existing urban or suburban development; they are the next increment of urban expansion. Areas are identified in local plans as special plan areas, specific plans, or master plans and may be residential-only, employment-only, or a mix of residential and employment uses." Although the WRTP Specific Plan Area was identified as a new growth area, only a portion of the WRTP Specific Plan Area is assumed for development within the MTP/SCS horizon of the year 2040. However, the methodology and purpose of the City's estimate of development capacity under the 2035 General Plan is different from the methodology and purpose of SACOG's forecast for the purposes of the MTP/SCS. The SACOG projections are market-based growth estimates that project the amount and location of likely growth in the region based on a variety of socio-economic factors that are updated every four years. The City's general plan and this WRTP Specific Plan serve as long range planning tools that seek to create opportunities for growth and provides a range of land use options to encourage economic investment and promote other City policy objectives. In addition, the MTP/SCS is updated every four years, and new growth areas, as well as other regulatory and market factors not previously considered, can be considered when creating the land use forecasts for the ensuing MTP/SCS. Given these different purposes, it is reasonable to expect variations in the growth forecasts between the two. Finally, the EIR analyzes full development of the WRTP Specific Plan Area and all direct and reasonably foreseeable effects of implementing the WRTP Specific Plan including impacts related to transportation and greenhouse gas emissions and other topics that are the focus of the MTP/SCS. There is no impact related to plan consistency that is not addressed in the environmental topic-specific sections of the EIR (e.g., air quality, greenhouse gas emissions, etc.). This impact is considered less than significant.

- Impact 3.10-3 Potential conflicts with the Local Agency Formation Commission (LAFCo) Policies, Standards, and Procedures Guidelines.

  Finding: Less than significant. (Draft EIR, pp. 3.10-33 through 3.10-34.)

  Explanation: LAFCo is charged with applying the policies and provisions of the Cortese-Knox Act (California Government Code Section 56000 et seq.) to its decisions regarding incorporations, reorganizations, and other changes in government organization. This act establishes the process through which a local agency boundary change is made, and associated planning authority is transferred from one local agency to another. Generally, LAFCo is responsible for determining whether any incorporations are consistent with the LAFCo objectives and policies of ensuring that services would be available to new development; avoiding premature conversion of farmland; and ensuring planned, logical, and orderly patterns of urban growth. California Government Code Section 56668 sets forth criteria for evaluation of annexation projects. This statute establishes factors that

LAFCo agencies must use in reviewing annexation proposals. Any future urban development within the WRTP Specific Plan Area would require annexation by the City of Woodland and would be subject to this statute. A Municipal Service Review and Sphere of Influence Amendment was conducted for Woodland in 2018. This Municipal Service Review covered the portion of the WRTP Specific Plan Area south of CR 25A and east of SR 113 (Yolo LAFCo 2019). The City created a framework of controlled growth by adopting its voterapproved Urban Limit Line. The General Plan 2035 included policies to ensure that the development of finite land resources will be carefully planned and managed. The WRTP Specific Plan provides controlled, yet flexible, land use planning for development within the WRTP Specific Plan Area, identified as SP-1A in the 2035 General Plan. The WRTP Specific Plan includes non-residential uses that will accommodate advanced technology-related jobs and training that allow a greater number of Woodland residents and college graduates from the Woodland Community College and throughout the region to live and work in the community. The WRTP Specific Plan, once fully developed, could provide opportunities for 1,600 new dwelling units at a range of densities and affordability levels that accommodate residents at all states of life, helping the City meet the RHNA. The WRTP Specific Plan also provides for adequate public facilities and services, and would not exceed the capacity of existing water support or other public resources. There are planned land uses within this portion of the WRTP Specific Plan Area that would create the need for an expanded service area and would result in the loss of prime agricultural land or open space. However, the City's Urban Limit Line preempts any uncontrolled sprawl. Section 3.2, "Agricultural and Forestry Resources," of the EIR discusses this loss and explains that development under the WRTP Specific Plan shall comply with applicable City and County regulations, including mitigation requirements to address the conversion of farmland to urban uses. The WRTP Specific Plan also includes policy (Section 2.2) requiring a 150- foot buffer from adjacent agricultural land at the Urban Limit Line, where feasible. Detailed discussion of impacts and mitigation measures associated with implementation of the WRTP Specific Plan that would require expansion of the WRTP Specific Plan Area are evaluated throughout other sections of the EIR, including Agricultural Resources; Hydrology, Flooding, and Water Quality; Public Services and Recreation; and Utilities. As described above implementation of the WRTP Specific Plan, is consistent with LAFCo policies. Thus, this impact is considered less than significant.

TRANSPORTATION AND CIRCULATION

- Impact 3.13-3. Result in Inadequate Emergency Access.

  Finding: Less than significant. (Draft EIR, p. 3.13-22.)

  Explanation: The WRTP Specific Plan will modify the existing transportation network generally to expand existing facilities or to construct new facilities to accommodate planned population and employment growth. Construction of the WTP Specific Plan Area would not require temporary lane or street closures or detours, therefore, would not affect emergency access. In addition, there are no pedestrian and bicycle facilities currently around the site. Construction-related vehicular movements may not need to be restricted or redirected to accommodate material hauling, construction, staging, and modifications to existing infrastructure. This impact would be less than significant. The plan for operations under the WRTP Specific Plan must meet City's standards for turning radii, drive aisle width, and other road geometry and must comply with City landscaping standards requiring that vegetation be set back to maintain the line of sight. Maintaining adequate safety and operation at internal intersections and drive aisles and trimming the shrubbery and landscaping near the internal intersections and site access points would ensure adequate emergency access. Therefore, operational impacts would be less than significant.

3. FINDINGS REGARDING IMPACTS MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED

In accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091, subdivision (a), this section provides a specific finding for each potentially significant environmental impact and its associated mitigation measures.

The City Council hereby finds that feasible mitigation measures have been identified in the EIR and these Findings of Fact that will avoid or substantially lessen the following potentially significant environmental impacts to a less-than-significant level. The potentially significant impacts and the mitigation measures that will reduce them to a less-than-significant level are summarized below and herein incorporated by reference. Please refer to the Draft EIR and the Final EIR for more detail.

AIR QUALITY

Impact 3.3-3. Expose Sensitive Receptors to Substantial Pollutant Concentrations.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.3-31 through 3.3-43.)

Explanation: Construction activities and the operational phase of the WRTP Specific Plan could involve activities that could expose sensitive receptors to substantial pollutant concentrations. The WRTP Specific Plan Area is bordered by the Spring Lake Specific Plan development area to the north and east, which includes residential development and open space immediately adjacent to the WRTP Specific Plan Area. To the west is SR 113, with open space and agricultural land uses to the south and opposite SR 113. As the WRTP Specific Plan buildout occurs, sensitive land uses would be developed within the WRTP Specific Plan Area, including residential uses and parks and recreational facilities. These land uses could be built within proximity to other future construction sites, as well as operations of emissions generating activities from surrounding existing and future land uses.

Emissions and ambient concentrations of carbon monoxide (CO) have decreased substantially throughout California in the past three decades. The national statewide CO standard is attained statewide in California, and an exceedance of NAAQS or CAAQS in the region was last recorded in 1993. This is primarily attributable to requirements for cleaner vehicle emissions. The Federal Motor Vehicle Control Program has mandated increasingly lower emission levels for vehicles manufactured since 1973. Between 2000 and 2019, national average CO concentrations, as well as regional average CO concentrations in the California and Nevada region, have decreased by approximately 65 percent.

While ambient CO concentrations in the region have not exceeded NAAQS or CAAQS in many years, localized CO concentrations could still occur, particularly at intersections of high-volume roadways. Relevant screening metrics that serve as indicators of potential CO hotspots include whether a project would contribute to substantial traffic delays at or along high-volume intersections and roadways or contribute additional traffic to a unique setting in which mixing of air, and therefore pollutant dispersion, would be substantially limited, such as within a tunnel, underpass, urban street canyon, below-grade roadway, or other similar setting. Several air districts, including the surrounding Bay Area Air Quality Management District, San Joaquin Valley Unified Air Pollution Control District, and Placer County Air Pollution Control District provide recommended screening methodologies as a conservative indication of whether implementation of a proposed project would result in localized CO emissions that would generate a hotspot and potentially significant impact. Traffic volumes at roads and streets affected by Specific Plan

traffic would be substantially less than the historical Sacramento Metropolitan Air Quality Management Distict (SMAQMD) second-tier screening criterion of 31,600 vehicles per hour, as well as the above noted BAAQMD screening criterion of 44,000 vehicles per hour. In addition, the future development within the WRTP Specific Plan Area would not contribute to a tunnel, parking garage, bridge underpass, urban street canyon, below-grade roadway, or other locations where horizontal or vertical mixing of air would be substantially limited, and the mix of vehicle types at the intersections is not anticipated to be substantially different from the County average. Therefore, emissions of CO from local mobile sources generated by operations with future development of the WRTP Specific Plan Area would not result in, or substantially contribute to, emissions concentrations that exceed the ambient air quality standards for CO. Therefore, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact from potential CO hotspots would be less than significant.

Heavy-duty construction equipment, haul trucks, on-site generators, and construction worker vehicles associated with construction could generate diesel PM (DPM), which the CARB has identified as a TAC. Implementation of the WRTP Specific Plan and off-site improvement areas would result in the construction of new buildings, structures, paved areas, roadways, utilities, and other improvements. Generation of DPM from construction projects typically occurs in a single area (e.g., at the project site) for a short period of time, but could also include linear infrastructure projects to support new land uses. Concentrations of mobile-source DPM emissions are typically reduced by 70 percent at a distance of approximately 500 feet. Therefore, even in intensive phases of construction, any potential substantial DPM concentrations would be limited to the immediate vicinity of the construction site.

For buildout of the WRTP Specific Plan Area and off-site improvement areas, construction activities and related emissions would vary depending on the phase of construction (e.g., grading, building construction), and therefore, the construction-related emissions to which nearby receptors are exposed would also vary throughout the construction period. Existing off-site residents and other sensitive receptors would only be within close proximity to construction activities associated with development near the perimeter of the WRTP Specific Plan Area. Potential future on-site receptors are unknown at this time, but it is reasonable to assume future sensitive receptors may at some time be located in close proximity to future construction activities associated with buildout of the WRTP Specific Plan Area. Therefore, it is conservatively assumed that certain construction activities would result in the exposure of sensitive receptors to substantial TAC concentrations. This impact from construction-related TACs is considered potentially significant.

Certain land uses are more likely than others to generate substantial TAC emissions due to allowable activities within those land use designations. Residential land uses do not typically generate substantial TAC emissions. Commercial land uses may potentially include stationary sources of TACs, such as dry-cleaning establishments and diesel-fueled back-up generators. Land uses that are more likely to generate substantial TAC emissions include industrial land uses that involve stationary sources and manufacturing processes. In addition, heavily trafficked roadways can serve as a TAC source due to the vehicle emissions, particularly DPM.

Future development within the WRTP Specific Plan Area is anticipated to include mixed-use, residential, retail, commercial and industrial uses, as well as parks and open space. Commercial land uses may potentially include stationary sources of TACs, such as dry-cleaning establishments and diesel-fueled back-up generators. Land uses that are more likely to generate substantial TAC emissions include industrial land uses that involve stationary sources and manufacturing processes. Existing sources of DPM emissions within the WRTP Specific Plan Area include diesel-fueled agricultural vehicles and equipment and backup generators that serve agricultural wells. While these vehicles and equipment may continue as part of existing and ongoing agricultural operations until the land is

developed, these sources are limited and would, at the most, generate intermittent emissions proximate to future development. These uses are not considered a substantial TAC emissions source.

Mobile sources of TACs from future development within the WRTP Specific Plan Area could include operational activities associated with planned land uses could require the use of diesel-fueled vehicles for extended periods, such as commercial trucking facilities or delivery/distribution areas, and thereby generate emissions that could expose sensitive receptors to DPM emissions. The DPM emissions generated by these uses could be produced primarily at single locations on a regular basis (e.g., loading dock areas). Occupants of nearby existing and proposed residences or other sensitive land uses could be exposed to DPM emissions on a recurring basis. Although commercial and industrial uses that would be developed under the WRTP Specific Plan have not been specifically identified, it is possible that uses developed under the WRTP Specific Plan could have tenants that would emit TACs during operations, such as through the operations of gasoline-dispensing facilities or diesel-fueled backup generators.

Exposure of existing or future sensitive receptors to operational TACs could occur due to proximity to operational sources of TACs associated with specific future land uses. Although land use designations within the WRTP Specific Plan Area are defined in Chapter 2 of the WRTP Specific Plan, specific proposed uses have not been determined at the time of this analysis. The Land Use Plan Layout for the WRTP Specific Plan generally separates incompatible land uses and applies permitting conditions to those that could have external effects. In addition, as detailed in Table 3.1 of the WRTP Specific Plan, specific land uses have been identified as permitted, subject to conditions, allowed as ancillary use, and not allowed within the WRTP Specific Plan Area. Adherence to these allowed uses during siting and permitting of future development within the WRTP Specific Plan Area would reduce potential impacts to sensitive receptors that could otherwise reside or spend other time in proximity to operational sources of TACs. In addition, Section 3.3.2 of the WRTP Specific Plan contains performance standards, including Performance Standard D, with regard to odor, particulate matter, and air contaminants. This performance standard restricts the emissions of dust and particulate matter to the property lines from which it is generated, and requires that exhaust air ducts be located or directed away from abutting residentially-zoned properties. In addition, as described in Chapter 3 of the WRTP Specific Plan, large canopy shade trees will be provided along all major arterial and collector streets, to shade road surfaces and reduce the urban heat island effect. The design and location of trees and landscaping for homes shall consider opportunities for solar access and solar panels, as well as address shading and ventilation needs during hot summer months. Adjacent to SR-113, a landscaped buffer (20-foot when adjacent to commercial zones and 30-foot when adjacent to residential zones) shall be maintained, consisting of a mix of trees, low groundcover and vine training on all sound walls or highway adjacent perimeter fencing, further reducing the potential for exposure by sensitive land uses to substantial pollutant concentrations.

Due to uncertainty associated with specific development within each land use type identified within the WRTP Specific Plan, it is possible that development within the WRTP Specific Plan Area could general substantial TAC emissions as a result of long-term operations. It is possible that sensitive receptors could be located at distances from stationary sources that would expose them to substantial TAC concentrations. This TAC impact is considered potentially significant.

Mitigation Measure 3.3-3a: Implement Mitigation Measure 3.3-2b - Construction-Related Mobile Emissions Reductions for NO_X and PM_{10} emissions.

Mitigation Measure 3.3-3b: Implement Guidelines in the California Air Resources Board's Air Quality and Land Use Handbook: A Community Health Perspective, and subsequent Technical Advisory.

New development that would result in substantial TAC emissions directly or indirectly (e.g., industrial sources) or that would expose sensitive receptors to substantial TAC concentrations (e.g., residential land uses located near existing TAC sources) shall implement California Air Resources Board's (CARB's) Air Quality and Land Use Handbook: A Community Health Perspective (Handbook) guidance concerning land use compatibility with regard to sources of TAC emissions, or CARB guidance as it may be updated in the future.

Mitigation Measure 3.3-3c: Conduct Project-Level Analysis and Implement Mitigation for Sources of TACs.

For projects with the potential to generate substantial TAC emissions or expose sensitive receptors to substantial TAC pollutant concentrations, the City will require a site-specific analysis for construction and/or operational activities, and appropriate mitigation, as necessary, to ensure that sensitive receptors are not exposed to substantial pollutant concentrations. In communication with the Yolo-Solano Air Quality Management District (YSAQMD), the City will require, if necessary, a site-specific analysis for operational activities to determine whether health risks attributable to future proposed projects in relation to proposed, planned, and/or existing sensitive receptors would exceed applicable thresholds of significance. Site-specific analysis may include screen level analysis, dispersion modeling, and/or a health risk assessment, consistent with applicable guidance from the YSAQMD. Analyses shall take into account regulatory requirements for proposed uses.

The City will require the project applicant(s) to identify and implement feasible mitigation measures to reduce any potentially significant effect and communicate with the YSAQMD to identify measures to reduce exposure of sensitive receptors to substantial pollutant concentrations to levels consistent with thresholds recommended by the YSAQMD applicable at the time the project is proposed. If the YSAQMD does not have applicable thresholds at the time of this analysis, the thresholds will be a probability of contracting cancer for the Maximally Exposed Individual equal to 10.0 in a million or more attributable to the project, or a non-cancer risk of 1.0 Hazard Index (chronic or acute) or more attributable to the project. If the project would exceed applicable thresholds recommended by the YSAQMD or the substitute thresholds outlined above, mitigation will be required to reduce the impact to a less-than-significant level. Agreed upon feasible mitigation actions shall be documented as a project condition of approval.

If the results of analysis for the operational activities of any future development project within the WRTP Specific Plan Area determine that the performance standard for this mitigation would be exceeded, actions shall be taken to reduce potential operational impacts which may include, but not necessarily be limited to:

- locating air intakes and designing windows to reduce particulate matter exposure by, for example, not allowing windows facing the source to open;
- providing electrification hook-ups for TRUs to avoid diesel-fueled transport refrigeration units (TRUs) continuing to operate at loading docks during loading and unloading operations;

- requiring the TAC-generating activity (e.g., loading docks) be located away from sensitive receptors;
- incorporating exhaust emission controls on mobile and/or stationary sources (e.g., filters, oxidizers);
- develop and implement a dock management system at the time of occupancy to minimize on-site idling below regulatory limits;
- require all on-site user owned and operated trucks with transportation refrigeration units to be capable of plugging into power at loading docks and require plug-in when at the loading dock;
- utilize on-site cargo and material handling equipment that is the lowest emitting equipment available at the time of occupancy;
- evaluate the potential to electrify a portion of entirety of an on-site user-owned and operated truck fleet;
- evaluate the potential to consolidate delivery or haul truck trips to increase the load and decrease vehicle trips;
- provide building air filtration units with a Minimum Efficiency Reporting Value (MERV) that is adequate to address adjacent sensitive land uses according to performance standards of this mitigation measure;
- ensure adequate distance between existing and planned sensitive receptors and gasoline dispensing facilities, based on the proposed size and design of any gasoline-dispensing facilities;
- utilize vegetated buffers between substantial TAC-generating source locations and sensitive receptors.

If analysis demonstrates that construction activities associated with development of on-site WRTP Specific Plan land uses or off-site improvement components would exceed the performance standards identified in this mitigation measure, actions shall be taken to reduce potential construction-related impacts which may include, but not necessarily be limited to:

- installing diesel particulate filters or implementing other CARB-verified diesel emission control strategies on all construction equipment to reduce diesel particulate matter (PM) emissions;
- using equipment during time when receptors are not present (e.g., when school is not in session or during non-school hours, or when office buildings are unoccupied);
- establishing staging areas for the construction equipment that are as far as possible from sensitive receptors;
- rerouting construction trucks away from congested streets or sensitive receptor areas;
- communicating requirements through daily kick-off meetings and signage that off-road diesel equipment operators shut down their engines rather than idle for more than five minutes;
- documenting that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation;

- establishing an electrical supply to the construction site and use electric-powered equipment instead of diesel-powered equipment or generators, where feasible;
- using haul trucks with on-road engines instead of off-road engines;
- equipping nearby buildings with High Efficiency Particle Arresting (HEPA) filters systems at all mechanical air intake points to the building to reduce the levels of diesel PM that enter buildings;
- planning construction phasing so that future construction activities continue to move further away from occupied land uses; and
- planning construction phasing to complete mass site grading, which typically generates the largest portion of diesel PM emissions, prior to occupancy of the project site.

Significance after Mitigation: Mitigation Measures 3.3-3a and 3.3-3b would reduce impacts associated with construction-related mobile emissions from construction equipment and heavy-duty trucks, and operational TAC sources, respectively. The WRTP Specific Plan would be compliant with General Plan Policy 7.F.3 that would discourage development in locations that would conflict with the buffer recommendations in the CARB Air Quality and Land Use Handbook. The buffer distances incorporated into Mitigation Measure 3.3-3b are consistent with guidance from CARB.

Implementation of Mitigation Measure 3.3-3c would ensure that future development that could generate TAC emissions during operations would evaluate and mitigate TAC emissions to ensure that sensitive receptors are not exposed to substantial TAC concentrations. This evaluation and mitigation design is only possible once project-specific details for the TAC-generating use and the sensitive receptors are known. With the feasible actions outlined that have been demonstrated to substantially reduce exposure to TAC emissions and the clear performance standards included in this mitigation, with implementation of mitigation, this impact would be reduced to a less-than-significant level. (Draft EIR, pp. 3.3-43.)

Impact 3.3-4. Generation of Other Emissions (Such as Those Leading to Odors) Adversely Affecting a Substantial Number of People.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.3-43 through 3.3-45.)

Explanation: Future development in the WRTP Specific Plan Area could result in short-term odorous emissions from diesel exhaust generated by on-site construction equipment or from asphalt paving and architectural coating activities; this would be temporary and intermittent in nature and dissipate rapidly from the source. Operational activities of future land uses within the WRTP Specific Plan Area could involve odor sources. The WRTP Specific Plan would implement measures that would avoid exposure of a substantial number of people to objectionable odors. This impact is considered potentially significant.

Mitigation Measure 3.3-4: Reduce Exposure of Sensitive Receptors to Odorous Emissions.

The City of Woodland shall require, as part of plans for development within the WRTP Specific Plan Area, the implementation of strategies to avoid exposure of sensitive receptors to objectionable odors:

a. Project applicant(s) for residential development in areas adjacent to ongoing agricultural operations shall include a disclosure clause advising buyers and tenants of the potential adverse odor impacts in the deeds to all residential properties. Residential subdivisions shall provide notification to buyers in writing of odors associated with existing dairies, agricultural burning, and decay of agricultural waste.

b. For existing odor-producing sources, sensitive receptors shall be sited as far away as possible from the existing sources.

c. For new project-generated odor-producing sources, sensitive receptors shall be sited as far away as possible from the new sources.

d. Apply Sacramento Metropolitan Air Quality District (SMAQMD) Recommended Odor Screening Distances in the siting of land uses.

e. As an alternative to these buffer distances, indoor air filtration systems could be implemented to reduce exposure to odors. For odor-producing sources, activities would be maintained within and enclosed space and appropriate air filtration systems would be implemented to reduce odors expelled from the building. For developments that would host sensitive receptors, design would include air site layout, landscaping, and indoor air filtration systems to minimize exposure to odors.

Significance after Mitigation: Implementation of Mitigation Measure 3.3-4 would reduce impacts related to other emissions, such as those leading to odors, because siting measures imposed would avoid conflicts between odor emissions and sensitive receptors. Therefore, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact would be less than significant.

BIOLOGICAL RESOURCES

Impact 3.4-1. Swainson's Hawk, White-tailed Kite, and Burrowing Owl.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.4-24 through 3.4-26.)

Explanation: WRTP Specific Plan implementation would result in loss of suitable nesting and foraging habitat for Swainson's hawk, white-tailed kite, and burrowing owl. Construction could disturb active nests on or near the construction area, potentially resulting in nest abandonment by the adults and mortality of chicks and eggs. This impact is considered potentially significant.

Implementing the WRTP Specific Plan and off-site improvement areas would result in removal of up to approximately 310 acres of cultivated land under Caltrans Off-site Improvement Area Alternative 1 (i.e., 306 acres from the WRTP Specific Plan Area, plus up to 4.1 acres of impact related to the Caltrans Off-site Improvement Area Alternative 1), or up to 307 acres under Caltrans Off-site Improvement Area Alternative 2 (i.e., 306 acres from the WRTP Specific Plan Area, plus up to 1.1 acre of impact related to the Caltrans Off-site Improvement Area Alternative 2) that may provide suitable foraging habitat for Swainson's hawk, white-tailed kite, and burrowing owl, which are covered under the Yolo HCP/NCCP. This habitat type is classified under the Cultivated Lands Seminatural Community under the Yolo HCP/NCCP, and includes lands that are cultivated for alfalfa, field crops, truck/berry crops, and grain/hay crops. Trees that provide potential nest sites for Swainson's hawk, white-tailed kite, and other raptors (discussed under Impact 3.4-2) would also be removed. All raptors and their nests are protected under Section 3503.5 of the California Fish and Game Code. Common raptors that could nest on or near

the WRTP Specific Plan Area include red-tailed hawk, great horned owl, and barn owl. Impacts to and mitigation measures for common raptors are provided under Impact 3.4-2. No burrowing owl were observed during the reconnaissance visits; however, ground squirrel burrows were observed along the southern slope of the Farmers Central Ditch near the western boundary of the Caltrans off-site improvement area, and under valley oak trees in the traffic median immediately southeast of the CR 25A overpass. Burrowing owl could also use a debris pile observed in the vicinity of a warehouse within the WRTP Specific Plan Area, and a pile of broken concrete in the southwest traffic median in the Caltrans off-site improvement area, as nesting and cover habitat. Furthermore, small mammal burrows (gopher/vole sized) were found in friable soils along the slopes of a ditch immediately adjacent to, but outside of the WRTP Specific Plan Area, within the dry roadside ditches along CR 25A and along the interior slopes of the SR 113/CR 25A traffic medians that could be used by burrowing owls in the future. Burrowing owls need burrows at all times to survive, and displacing individuals from their burrows can result in indirect impacts such as predation, increased energetic costs, increased stress, and risks associated with having to find and compete for burrows, all of which can lead to take or reduced reproduction. Vegetation removal, grading, and other construction activities could result in mortality of burrowing owl individuals and nest abandonment. If trees are to be removed during the breeding season for Swainson's hawk and white-tailed kite, mortality of eggs and chicks could result if an active nest were present. In addition, project construction could disturb active nests near the construction area, potentially resulting in nest abandonment by the adults and mortality of chicks and eggs. Swainson's hawks generally nest within two miles of suitable foraging habitat, which consists of alfalfa, disked fields, fallow fields, dry-land pasture, beets, tomatoes, irrigated pasture, grains, other row crops, and uncultivated grasslands (Estep 1989, Estep pers. comm. 2007, Estep 2009). The most important foraging habitat lies within a one-mile radius of each nest (City of Sacramento et. al 2003: Appendix H, page 5-29). However, Swainson's hawks have been recorded foraging up to 18.6 miles from nest sites (Estep 1989) and foraging habitat within 10 miles of an active nest is generally considered to be important to supporting the reproductive success of that pair. According to the Yolo HCP/NCCP, the WRTP Specific Plan Area is within modeled agricultural foraging and nesting habitat for Swainson's hawk, and secondary foraging habitat for white-tailed kite (Yolo Habitat Conservancy 2018). There are 17 nesting Swainson's hawk records within 2 miles of the study area. There is one occurrence of an active nest (within the last 5 years) within 1 mile of the WRTP Specific Plan Area. The loss of up to 307 to 310 acres (the greater of which is due to Caltrans Off-site Improvement Area Alternative 1 resulting in 4.1 acres of impact as opposed to Alternative 2 resulting in 1.1 acres of impact) of foraging habitat (i.e., cultivated fields) from the WRTP Specific Plan Area and off-site improvement areas could affect nesting success, survival rates, and availability of prey for the local population, or result in displacement of nesting pairs of Swainson's hawk or white-tailed kite. Therefore, the loss of foraging habitat resulting from development of the WRTP Specific Plan Area is considered a potentially significant impact. Project construction could result in direct destruction of an active Swainson's hawk, white-tailed kite, burrowing owl, or other raptor nest or disturb nesting raptors located on or near the WRTP Specific Plan and off-site improvement areas, resulting in nest abandonment by adult birds and abandonment of chicks and eggs, causing mortality. Direct and indirect impacts on active raptor nests or burrows are considered potentially significant. Mitigation for impacts to nesting common raptors is included under Mitigation Measure 3.4-2a (Avoid Direct Loss of Protected Bird Nests).

Mitigation Measure 3.4-1a: Minimize Take and Adverse Effects on Habitat of Swainson's Hawk and WhiteTailed Kite

a. In accordance with AMM 16 of the Yolo HCP/NCCP, the City will require project proponent/s to retain a qualified biologist to conduct species-specific surveys and identify any nesting habitat present within 1,320 feet of the footprint of a proposed project prior to any ground disturbing activities necessary to

implement proposed development and infrastructure projects. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas.

b. If a construction project cannot avoid potential nest trees (as determined by the qualified biologist) by 1,320 feet, the City will require project proponent/s to retain a qualified biologist to conduct preconstruction surveys for active nests consistent with guidelines provided by the Swainson's Hawk Technical Advisory Committee (2000), between March 1 and August 30, within 15 days prior to the beginning of the construction activity. The results of the survey will be submitted to the Yolo Habitat Conservancy and CDFW. If active nests are found during preconstruction surveys, a 1,320-foot initial temporary nest disturbance buffer shall be established. If project-related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, then the qualified biologist will monitor the nest and will, along with the City, consult with CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be allowed only to proceed within the temporary nest disturbance buffer if Swainson's hawk or white-tailed kite are not exhibiting agitated behavior, such as defensive flights at intruders, getting up from a brooding position, or flying off the nest, and only with the agreement of CDFW. The designated on-site biologist/monitor shall be on-site daily while constructionrelated activities are taking place within the 1,320-foot buffer and shall have the authority to stop work if raptors are exhibiting agitated behavior. Up to 20 Swainson's hawk nest trees (documented nesting within the last 5 years) may be removed during the permit term, but they must be removed when not occupied by Swainson's hawks.

c. For covered activities that involve pruning or removal of a potential Swainson's hawk or whitetailed kite nest tree, the City will require project proponent/s to conduct preconstruction surveys that are consistent with the guidelines provided by the Swainson's Hawk Technical Advisory Committee (2000). If active nests are found during preconstruction surveys, no tree pruning or removal of the nest tree will occur during the period between March 1 and August 30 within 1,320 feet of an active nest, unless a qualified biologist determines that the young have fledged and the nest is no longer active.

Mitigation Measure 3.4-1b: Comply with Yolo HCP/NCCP Requirements for Compensation for Loss of Swainson's Hawk Foraging Habitat

Before any ground-disturbing activities, the City will require project proponent/s to identify and quantify (in acres) Swainson's hawk habitat (as defined in the Yolo County HCP/NCCP Appendix A, Covered Species Accounts [Yolo HCP/NCCP 2018]) in and within 1,320 feet of a project footprint. The City will require project proponent/s to submit the Yolo HCP/NCCP Application Form for non-member agency projects and Member Agency Reporting Form for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form.

Mitigation Measure 3.4-1c: Minimize Take and Adverse Effects on Western Burrowing Owl

Suitable habitat for the western burrowing owl is present within the WRTP Specific Plan Area and the Caltrans off-site improvement area. There is no suitable habitat for burrowing owl in the South Regional Pond off-site improvement area. In accordance with avoidance and minimization measures (AMM) 18 of the Yolo Habitat Conservation Plan (HCP)/Natural Community Conservation Planning (NCCP), the City will require project proponent/s to retain a qualified biologist to conduct species-specific surveys and within

30-days but no less than 14 days prior to any ground disturbing activities necessary to implement proposed development and infrastructure projects, consistent with Appendix L of the Yolo HCP/NCCP, which follows California Department of Fish and Wildlife (CDFW) guidelines.

If burrowing owls are identified during the species-specific pre-project survey, the City will require project proponent/s to minimize activities that will affect occupied habitat, as follows. Occupied habitat is considered fully avoided if the project footprint does not impinge on a non-disturbance buffer around the suitable burrow. For occupied burrowing owl nest burrows, this non-disturbance buffer could range from 150 to 1,500 feet (Table 4-2 of the Yolo HCP/NCCP, Recommended Restricted Activity Dates and Setback Distances by Level of Disturbance for Burrowing Owls), depending on the time of year and the level of disturbance, based on current guidelines. A copy of this table is provided below as Table 3.4-8.

Table 3.4-8. Recommended Restricted Activity Dates and Setback Distances by Level of Disturbance for Burrowing Owls (Yolo HCP/NCCP 2018)

Time of Year	Low (Feet)	Medium (Feet)	High (Feet)
April 1 – April 15	600	1,500	1,500
August 16 – October 15	600	600	1,500
October 16 – March 31	150	300	1,500

Source: Yolo Habitat Conservancy 2018

The Yolo HCP/NCCP generally defines low, medium, and high levels of disturbances of burrowing owls as follows.

- Low: Typically 71–80 decibels (dB), generally characterized by the presence of passenger vehicles, small gas-powered engines (e.g., lawn mowers, small chain saws, portable generators), and high tension power lines. Includes electric hand tools (except circular saws, impact wrenches and similar). Management and enhancement activities would typically fall under this category. Human activity in the immediate vicinity of burrowing owls would also constitute a low level of disturbance, regardless of the noise levels.

- Moderate: Typically 81–90 dB, and would include medium- and large-sized construction equipment, such as backhoes, front end loaders, large pumps and generators, road graders, dozers, dump trucks, drill rigs, and other moderate to large diesel engines. Also includes power saws, large chainsaws, pneumatic drills and impact wrenches, and large gasoline-powered tools. Construction activities would normally fall under this category.

- High: Typically 91–100 dB, and is generally characterized by impacting devices, jackhammers, compression ("jake") brakes on large trucks, and trains. This category includes both vibratory and impact pile drivers (smaller steel or wood piles) such as used to install piles and guard rails, and large pneumatic tools such as chipping machines. It may also include large diesel and gasoline engines, especially if in concert with other impacting devices. Felling of large trees (defined as dominant or subdominant trees in mature forests), truck horns, yarding tower whistles, and muffled or underground explosives are also included. Very few covered activities are expected to fall under this category, but some construction activities may result in this level of disturbance.

In accordance with AMM 18 of the Yolo HCP/NCCP, the project proponent may qualify for a reduced buffer size, based on existing vegetation, human development, and land use, if agreed upon by CDFW and U.S. Fish and Wildlife Service (USFWS) (Yolo Habitat Conservancy 2018).

If the project does not fully avoid direct and indirect effects on nesting sites (i.e., if the project cannot adhere to the buffers described above), the City will require the project proponent/s to retain a qualified biologist to conduct preconstruction surveys and document the presence or absence of western burrowing owls that could be affected by the covered activity. Prior to any ground disturbance related to covered activities, the qualified biologist will conduct the preconstruction surveys within three days prior to ground disturbance in areas identified in the planning-level surveys carried out in preparation of the EIR as having suitable burrowing owl burrows, consistent with CDFW preconstruction survey guidelines (Appendix L of the Yolo HCP/NCCP, Take Avoidance Surveys) (Yolo Habitat Conservancy 2018). The qualified biologist will conduct the preconstruction surveys three days prior to ground disturbance. Time lapses between ground disturbing activities will trigger subsequent surveys prior to ground disturbance. If the biologist finds the site to be occupied[3] by western burrowing owls during the breeding season (February 1 to August 31), the City will require project proponent/s to avoid all nest sites, based on the buffer distances described above, during the remainder of the breeding season or while the nest is occupied by adults or young (occupation includes individuals or family groups that forage on or near the site following fledging). Construction may occur inside of the disturbance buffer during the breeding season if the nest is not disturbed and the project proponent develops an AMM plan that is approved by the Conservancy, CDFW, and USFWS prior to project construction, based on the following criteria:

- The Conservancy, CDFW, and USFWS approves the AMM plan provided by the project proponent.
- A qualified biologist monitors the owls for at least three days prior to construction to determine baseline nesting and foraging behavior (i.e., behavior without construction).
- The same qualified biologist monitors the owls during construction and finds no change in owl nesting and foraging behavior in response to construction activities.
- If the qualified biologist identifies a change in owl nesting and foraging behavior as a result of construction activities, the qualified biologist will have the authority to stop all construction-related activities within the non-disturbance buffers described above. The qualified biologist will report this information to the Conservancy, CDFW, and USFWS within 24 hours, and the Conservancy will require that these activities immediately cease within the non-disturbance buffer. Construction cannot resume within the buffer until the adults and juveniles from the occupied burrows have moved out of the project site, and the Conservancy, CDFW, and USFWS agree. If monitoring indicates that the nest is abandoned prior to the end of nesting season and the burrow is no longer in use by owls, the project proponent may remove the nondisturbance buffer, only with concurrence from CDFW and USFWS. If the burrow cannot be avoided by construction activity, the biologist will excavate and collapse the burrow in accordance with CDFW's 2012 guidelines to prevent reoccupation after receiving approval from the wildlife agencies. If evidence of western burrowing owl is detected outside the breeding season (December 1 to January 31), the City will require the project proponent/s to establish a non-disturbance

3 Occupancy of burrowing owl habitat during preconstruction surveys is confirmed at a site when at least one burrowing owl or sign (fresh whitewash, fresh pellets, feathers, or nest ornamentation) is observed at or near a burrow entrance.

buffer around occupied burrows, consistent with Table 4-2 of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018), as determined by a qualified biologist. Construction activities within the disturbance buffer are allowed if the following criteria are met to prevent owls from abandoning important overwintering sites: A qualified biologist monitors the owls for at least three days prior to construction to determine baseline foraging behavior (i.e., behavior without construction). The same qualified biologist monitors the owls during construction and finds no change in owl foraging behavior in response to construction activities.

- If there is any change in owl roosting and foraging behavior as a result of construction activities, these activities will cease within the buffer. If the owls are gone for at least one week, the project proponent may request approval from the Conservancy, CDFW, and USFWS for a qualified biologist to excavate and collapse usable burrows to prevent owls from reoccupying the site if the burrow cannot be avoided by construction activities. The qualified biologist will install one-way doors for a 48-hour period prior to collapsing any potentially occupied burrows. After all usable burrows are excavated, the buffer will be removed and construction may continue.

Monitoring must continue as described above for the nonbreeding season as long as the burrow remains active. A qualified biologist will monitor the site, consistent with the requirements described above, to ensure that buffers are enforced and owls are not disturbed.

If burrowing owls are detected during the nonbreeding season, instead of establishing buffers and monitoring for behavior, the qualified biologist in consultation with the Conservancy may determine that passive relocation (i.e., exclusion) of owls is necessary, in which case the project proponent will develop a burrowing owl exclusion plan in consultation with CDFW biologists. Exclusion and burrow closure will not be conducted during the breeding season for any occupied burrow. The methods will be designed, as described in the species monitoring guidelines (California Department of Fish and Game 2012) and consistent with the most up-to-date checklist of passive relocation techniques maintained by the Yolo Habitat Conservancy. This may include the installation of one-way doors in burrow entrances by a qualified biologist during the nonbreeding season. These doors will be in place for 48 hours and monitored twice daily to ensure that the owls have left the burrow, after which time the biologist will collapse the burrow to prevent reoccupation. Burrows will be excavated using hand tools. During excavation, an escape route will be maintained at all times. This may include inserting an artificial structure, such as piping, into the burrow to prevent collapsing until the entire burrow can be excavated and it can be determined that no owls are trapped inside the burrow. The Yolo Habitat Conservancy may allow other methods of passive or active relocation, based on best available science, if approved by the wildlife agencies. Artificial burrows will be constructed prior to exclusion and will be created less than 300 feet from the existing burrows on lands that are protected as part of the reserve system.

Significance after Mitigation: Implementing Mitigation Measures 3.4-1a through 3.4-1c would reduce significant impacts on Swainson's hawk, white-tailed kite, and burrowing owl to a less-than-significant level because it would ensure that these species are not disturbed during nesting so that project construction would not result in nest abandonment and loss of eggs or young and implementation of the WRTP Specific Plan would not result in decreased reproductive success of Swainson's hawks. These measures would also ensure that Swainson's hawk foraging habitat would be preserved at the appropriate ratio of habitat value lost, consistent with the conservation strategy of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018). The in-lieu fees paid by the City for loss of

Swainson's hawk foraging habitat would help achieve the Yolo HCP/NCCP Goal SH1 to provide for the conservation of Swainson's hawk in the Plan Area. The WRTP Specific Plan will be implemented in accordance with the Yolo HCP/NCCP avoidance and minimization measures. Through payment of HCP/NCCP fees or equivalent mitigation, the WRTP Specific Plan will contribute to the HCP/NCCP's conservation strategy, thereby benefiting the above-listed covered species. Therefore, with incorporation of HCP/NCCP fees or equivalent mitigation and adherence to other HCP/NCCP avoidance and minimization measures, the WRTP Specific Plan's individual impacts and its contribution to cumulative impacts to covered species are less than significant.

Impact 3.4-2. Special-Status and Migratory Nesting Birds and Raptors.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.4-30 through 3.4-32.)

Explanation: WRTP Specific Plan implementation would result in potential loss of wintering habitat for mountain plover and loss of potential foraging habitat for tricolored blackbird and loss of potential nesting and foraging habitat for common migratory birds and raptors. Construction could disturb active nests on or near the construction area, potentially resulting in nest abandonment by the adults and mortality of chicks and eggs. This impact is considered potentially significant.

Mountain plover may winter in mowed ruderal areas (i.e., urban ruderal and semiagricultural/incidental to agriculture land cover types under the Yolo HCP/NCCP) and cultivated lands in the WRTP Specific Plan Area and off-site improvement areas. Tricolored blackbirds nest colonially in marshes, riparian scrub, and other areas that support cattails or dense thickets of shrubs or herbs, such as blackberry. Ideal breeding habitats consist of a suitable nesting substrate surrounded by foraging habitats in annual grasslands, shrublands, or agricultural fields that produce large numbers of grasshoppers, dragonflies, and other large insects, with a source of surface water nearby (Beedy and Hamilton 1999, Meese 2014, cited in Beedy and Meese 2015). Tricolored blackbirds are known to forage up to 3 miles from active breeding colonies (Beedy and Meese 2015). No suitable nesting habitat for tricolored blackbird was observed within the study area or in a 1,300-foot buffer the study area during biological surveys. According to the Yolo HCP/NCCP tricolored blackbird modeled habitat, there is no nesting habitat within the WRTP Specific Plan Area, but suitable foraging habitat is present (Yolo Habitat Conservancy 2018). The closest known active breeding colony is located approximately 2 miles east of the WRTP Specific Plan Area and was estimated to contain a breeding colony of 7,000 tricolored blackbirds in 2014 (CNDDB 2017). Implementing the WRTP Specific Plan would result in removal of up to approximately 310 acres of cultivated lands that may provide potential suitable foraging habitat for tricolored blackbird and wintering habitat for mountain plover. Loss of this cultivated land would not substantially affect nesting success or survival rates of tricolored blackbird and survival rates of mountain plover because approximately 5 miles south and at least 7 miles east and west of the WRTP Specific Plan Area consists of agricultural land that provides many times the acres of potential foraging habitat for tricolored blackbird and wintering habitat for mountain plover than that provided in the WRTP Specific Plan Area. Therefore, the loss of foraging habitat resulting from development of the WRTP Specific Plan Area is considered a less-than-significant impact. All raptors and their nests are protected under Section 3503.5 of the California Fish and Game Code. Common raptors that could nest on or near the WRTP Specific Plan Area and off-site improvement areas include red-tailed hawk, great horned owl, and barn owl. If trees are to be removed during the raptor breeding season (February – August), mortality of eggs and chicks of tree-nesting raptors could result if an active next were present. In addition, project construction could disturb active nests near the construction area, potentially resulting in nest abandonment by the adults and mortality of chicks and eggs. Construction resulting from implementation of the WRTP Specific Plan could disturb active bird nests in and near the construction area, potentially resulting in

nest abandonment by the adults and mortality of chicks and eggs. Tree and vegetation removal and structure removal could result in the direct destruction of active nests of birds protected under the MBTA and California Fish and Game Code. Loss of common migratory birds and raptors (those not meeting the definition of special-status as provided above) would not be a significant impact under CEQA, but mitigation to avoid the loss of active nests of these species is required for compliance with the MBTA and California Fish and Game Code.

Mitigation Measure 3.4-2a: Avoid Direct Loss of Protected Bird Nests

While not required as mitigation for a significant impact under CEQA, the following would be required for compliance with the MBTA and California Fish and Game Code:

- To the extent feasible, the City will require that construction activities be carried out during the nonbreeding season (between September 1 and January 31) for protected bird species in this region to avoid and minimize impacts to common migratory nesting birds.

- For any ground disturbance activity necessary to implement proposed development and infrastructure projects that would occur during the nesting season (between February 1 and August 31), the City will require the project applicant to conduct a preconstruction survey. The preconstruction survey shall be conducted by a qualified biologist before any activity occurring within 500 feet of suitable nesting habitat for any protected bird species. The survey shall be timed to maximize the potential to detect nesting birds, and should be repeated within 10 days of the start of project-related activity.

- If an active common bird species protected by the Migratory Bird Treaty Act or California Fish and Game Code nest is found, the qualified biologist shall establish a buffer around the nest. No project activity shall commence within the buffer area until a qualified biologist confirms that the nest is no longer active. The size of the buffer shall be determined in consultation with CDFW. Buffer size is anticipated to range from 50 to 500 feet, depending on the nature of the project activity, the extent of existing disturbance in the area, and other relevant circumstances as determined by a qualified biologist in consultation with CDFW.

- Monitoring of all protected nests by a qualified biologist during construction activities will be required if the activity has potential to adversely affect the nest. If construction activities cause the nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest, then the no-disturbance buffer shall be increased until the agitated behavior ceases. The exclusionary buffer will remain in place until the chicks have fledged or as otherwise determined by a qualified biologist.

Mitigation Measure 3.4-2b: Implement Mitigation Measure 3.4-1b

Significance after Mitigation: Implementing Mitigation Measure 3.4-2 would avoid disturbing birds during nesting so that project construction would not result in nest abandonment and loss of eggs or young and would ensure compliance with the MBTA and California Fish and Game Code. Loss of common migratory birds and raptors (those not meeting the definition of special status as provided above) would not be a significant impact under CEQA, but mitigation would avoid the loss of active nests of these species, consistent with the requirements of the MBTA and California Fish and Game Code. Mitigation Measure 3.4-2b would require developers for each individual project within the WRTP Specific Plan Area are responsible for applying for the HCP/NCCP coverage

and payment of development-based fees to fund mitigation that will offset losses of land cover types, covered species habitat, and other biological values.

These one-time fees pay for the full cost of mitigating project effects on the covered species and natural communities. Implementing Mitigation Measure 3.4-2b would reduce significant impacts on foraging habitat for tricolored blackbird and wintering habitat for mountain plover to a less-than-significant level because it would ensure that foraging habitat (i.e., 310 acres of cultivated lands) would be preserved at the appropriate ratio of habitat value lost, consistent with the conservation strategy of the Yolo HCP/NCCP.

Impact 3.4-3. Loss of Valley Elderberry Longhorn Beetle (VELB) Larvae and Habitat.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.4-32 through 3.4-34.)

Explanation: WRTP Specific Plan implementation could result in the loss of elderberry found in the WRTP Specific Plan Area. The elderberry shrub is potential habitat for valley elderberry longhorn beetle and removal of the shrub could result in direct loss of Valley Elderberry Longhorn Beetle (VELB) larvae and habitat. This impact is considered potentially significant.

A single elderberry shrub was identified along the western boundary of the WRTP Specific Plan Area during the 2017 reconnaissance survey that has the potential to support valley elderberry longhorn beetle (Desmocerus californicus dimorphus). Additional elderberry shrubs could become established in the WRTP Specific Plan Area by the time future construction projects are implemented. This species is entirely dependent on its host plant, the elderberry shrub (Sambucus spp.), during its life cycle. The majority of the species' life is spent in larval form within the stem of an elderberry plant. If an elderberry shrub is removed as part of the WRTP Specific Plan implementation – either the existing shrub or one that becomes established in the future, loss of valley elderberry longhorn beetle larvae and loss of habitat could occur. Indirect impacts from ground-disturbing activities or use of herbicides could also result if the health of elderberry shrubs containing valley elderberry longhorn beetle larvae is adversely affected. This impact is considered potentially significant. The U.S. Fish and Wildlife Service's Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle (Desmocerus californicus dimorphus) (2017b), recommends conducting a habitat assessment and appropriate surveys to determine VELB occupancy of elderberry shrubs(s) in a project site. This includes assessing potential habitat within the range of VELB to determine if the habitat is riparian or non-riparian habitat and conducting exit hole surveys to further determine potential occupancy. The elderberry shrub in the WRTP Specific Plan Area is in non-riparian habitat. Mitigation Measure 3.4-3 is consistent with the VELB AMM described in the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018).

Mitigation Measure 3.4-3: Minimize Take and Adverse Effects on Habitat of Valley Elderberry Longhorn Beetle

- In accordance with AMM 12 of the Yolo HCP/NCCP, the City will require project proponent/s to retain a qualified biologist who is familiar with valley elderberry longhorn beetle and evidence of its presence (i.e., exit holes in elderberry shrubs) to map all elderberry shrubs in and within 100 feet of a proposed project footprint with stems that are greater than one inch in diameter at ground level during the project design phase. To avoid take of valley elderberry longhorn beetle fully, the City will require project proponent/s to design projects to avoid mapped elderberry shrubs, if feasible. To avoid effects on shrubs, the City will require that project proponent/s maintain a buffer of at least 100 feet from any elderberry shrubs with stems greater than one inch in diameter at ground level. AMM 1 of the Yolo

HCP/NCCP, Establish Buffers, describes that a lesser buffer may be approved by the Conservancy, USFWS, and CDFW if they determine that the covered species is avoided to an extent that is consistent with the project purpose.

- For elderberry shrubs that cannot be avoided with a designated buffer distance as described above, the qualified biologist will quantify the number of stems one inch or greater in diameter to be affected, and the presence or absence of exit holes. The Conservancy will use this information to determine the number of plants or cuttings to plant on a riparian restoration site to help offset the loss, consistent with Section 6.4.2.4.1 Valley Elderberry Longhorn Beetle, of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018). Additionally, prior to construction, the City will require that the project proponent/s transplant elderberry shrubs identified within the project footprint that cannot be avoided.

- Transplantation will only occur if a shrub cannot be avoided and, if indirectly affected, the indirect effects would otherwise result in the death of stems or the entire shrub. If the project proponent/s choose/s, in coordination with a qualified biologist and the City, not to transplant the shrub because the activity would not likely result in death of stems of the shrub, then the qualified biologist will monitor the shrub annually for a five-year monitoring period. The monitoring period may be reduced with concurrence from the wildlife agencies if the latest research and best available information at the time indicates that a shorter monitoring period is warranted. If death of stems at least one inch in diameter occurs within the monitoring period, and the qualified biologist determines that the shrub is sufficiently healthy to transplant, the City will require the project proponent/s to transplant the shrub as described in the following paragraph, in coordination with the qualified biologist. If the shrub dies during the monitoring period, or the qualified biologist determines that the shrub is no longer healthy enough to survive transplanting, then the Conservancy will offset the shrub loss consistent with the preceding paragraph.

- The City will require project proponent/s to transplant the shrubs into a location in the HCP/NCCP reserve system that has been approved by the Conservancy. Elderberry shrubs outside the project footprint but within the 100-foot buffer will not be transplanted. Transplanting will follow the following measures:

    1. Monitor: A qualified biologist will be on-site for the duration of the transplanting of the elderberry shrubs to ensure the effects on elderberry shrubs are minimized.

    2. Timing: The project proponent will transplant elderberry plants when the plants are dormant, approximately November through the first two weeks of February, after they have lost their leaves. Transplanting during the non-growing season will reduce shock to the plant and increase transplantation success.

    3. Transplantation procedure:

        a. Cut the plant back three to six feet from the ground or to 50 percent of its height (whichever is taller) by removing branches and stems above this height. Replant the trunk and stems measuring one inch or greater in diameter. Remove leaves that remain on the plants.

b. Relocate plant to approved location in the reserve system, and replant as described in Section 6.4.2.4.1, Valley Elderberry Longhorn Beetle of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018).

Significance after Mitigation: Implementing Mitigation Measure 3.4-3 would reduce potentially significant impacts on VELB to a less-than-significant level because all elderberry shrubs would be mapped and impacts would be avoided and if impacts cannot be avoided, compensatory mitigation will be required. The WRTP Specific Plan will be implemented in accordance with the Yolo HCP/NCCP avoidance and minimization measures. Therefore, with incorporation of HCP/NCCP equivalent mitigation and adherence to other HCP/NCCP avoidance and minimization measures, WRTP Specific Plan's individual impacts and its contribution to cumulative impacts to covered species would be less than significant.

Impact 3.4-4. Loss of Bat Roosts, and Special-status Bats.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.34 through 3.4-35.)

Explanation: WRTP Specific Plan implementation would allow development that could result in the removal of human-made structures and trees that may support bat roosts. If these structures or trees are used by bats as a day roost, hibernation roost, or maternity colony roost, implementation of the WRTP Specific Plan could result in loss of a roost, or injury and mortality of pallid bat or western red bat. This impact is considered potentially significant.

The almond orchard (i.e., the deciduous fruits/nuts land cover type under the Yolo HCP/NCCP) and other trees in the WRTP Specific Plan Area and off-site improvement areas could provide day, hibernation, or maternity roosting habitat for western red bat and other common foliage roosting bat species. Several structures in the WRTP Specific Plan Area, including an old barn and trailer, could also provide day, hibernation, or maternity roosting habitat for pallid bat or other common bat species. Both the western red bat and pallid bat are CDFW species of special concern. Direct adverse effects on these special-status bat species may occur during construction, when tree removal and road improvements occur. The bat maternity season is from May 1 to August 31 and the overwintering season from November 1 to March 15. Loss of a maternity roost, regardless of species, could adversely affect a regional population of a species that reproduces very slowly. This impact is considered potentially significant.

Mitigation Measure 3.4-4: Avoid Direct Loss of Bat Roosts and Special-status Bats

For any project activity necessary to implement proposed development and infrastructure projects that would require removal of roost habitat (i.e., trees or structures) and would occur during the maternity season (between May 1 and August 31), the City will require the project applicant to conduct a preconstruction survey for special-status bats. Camera inspection as well as an emergence (exit survey with night optics) and/or acoustic survey shall be conducted in the summer prior to construction/land disturbance, which provides the best opportunity to determine if roosting bats are present.

If bats are found during the preconstruction survey(s), then removal of roost habitat will be delayed until the end of maternity season (August 31) or until the young are capable of flights, as determined by a qualified bat biologist and in consultation with CDFW. Any removal of highly suitable roost habitat should be conducted during the shoulder season, September 1 to October 31, to avoid harm to the species. If a highly suitable roost tree or structure is to be removed, trees and/or structures surrounding the roost habitat

should be removed first, allowing any bats that may be present time to leave the area. A qualified monitor shall be present during removal of the habitat tree or structure.

Significance after Mitigation: Implementing Mitigation Measure 3.4-4 would reduce potentially significant impacts on bat roosts and special-status bat species, including pallid bat and western red bat, to a less-than-significant level because appropriate avoidance and minimization measures will be implemented.

Impact 3.4-5. Loss and Degradation of State or Federally Protected Wetlands.

Finding: Less than significant with mitigation. (Draft EIR, PP. 3.4-35 through 3.4-37.)

Explanation: Implementing the WRTP Specific Plan could result in conversion of land that currently supports waterways to developed land. These waters may be subject to U.S. Army Corps of Engineers (USACE) jurisdiction under the Clean Water Act (CWA) and/or may be considered waters of the state by the Central Valley RWQCB. This impact is considered potentially significant.

Implementing the WRTP Specific Plan would allow development in areas that currently support agricultural and roadside ditches. Impacts on waters could occur through habitat conversion, encroachment, routine maintenance, or other activities in the immediate vicinity of waterways. Land conversion could result in direct fill of waters. Indirect impacts could result from adjacent development that leads to habitat modifications, such as changes in hydrology and reduction in water quality caused by urban runoff, erosion, and siltation. It is possible that some waterways in the WRTP Specific Plan Area and off-site improvement areas would qualify as waters of the United States due to hydrological connectivity to navigable waters (e.g., the Sacramento River via Willow Slough) or adjacency to other waters of the United States; however, some waters may be disclaimed by the USACE as isolated waters or may be excluded from regulation under the Clean Water Act. Ditches, including agricultural ditches that were not constructed in streams, are not modified streams, do not drain wetlands, and have only ephemeral or intermittent flows are generally excluded from the Clean Water Act according to the Clean Water Rule issued July 13, 2015 (80 Federal Register [FR] 37053). The Navigable Waters Protection Rule: Definition of "Waters of the United States" (2020 Final Rule) (85 Federal Register [FR] 22250) outlines four clear jurisdictional categories of waters considered "waters of the United States." These four categories are defined as follows:

- Territorial Seas and Traditional Navigable Waters (TNWs)—all waters subject to the ebb and flow of the tide, or waters that are presently used, have been used in the past, or may be used in the future to transport interstate or foreign commerce, and all waters that are navigable in fact under federal law for any purpose;

- Tributaries— rivers, streams, or similar naturally occurring surface water channels that contribute surface water flow in a typical year either directly or indirectly through another water, including an impoundment or adjacent wetlands, to a TNW, interstate waters or wetlands, or a territorial sea. A tributary must be perennial or intermittent in a typical year;

- Lakes and Ponds, and impoundments of jurisdictional waters - standing bodies of open water that contribute surface water flow in a typical year either directly or indirectly through another water to a TNW, interstate waters or wetlands, or a territorial sea.

- Adjacent Wetlands—waters bordering, contiguous with, or neighboring jurisdictional waters, including waters separated by natural river berms, banks, dunes or similar natural feature, or constructed dikes or

barriers or the like, so long as that structure allows for a direct hydrologic surface connection between the wetlands and the waters in a typical year, such as through a culvert, flood or tide gate, pump, or similar artificial feature. An adjacent wetland is jurisdictional in its entirety when a road or similar artificial structure divides the wetland, as long as the structure allows for a direct hydrologic surface connection through or over that structure in a typical year.

Any waters disclaimed by the USACE would still be subject to regulation by Central Valley RWQCB as waters of the state, and impacts to waters of the state would require mitigation. For work in the Caltrans right-of-way at the Caltrans off-site improvement area, standard BMPs will be implemented as required under the Construction General Permit and Caltrans MS4 Permit. Compliance with the requirements of these permits and adherence to the conditions would reduce or avoid potentially significant construction-related impacts in this off-site improvement area (Caltrans 2013). For other portions of the study area where implementation of the WRTP Specific Plan could result in development of land that currently supports waterways the impact is potentially significant.

Mitigation Measure 3.4-5: Avoid Loss of and Degradation of Federally Protected Waters

- If the implementation of the WRTP Specific Plan would result in ground disturbance on the agricultural or roadside ditches, the City will require project proponent/s to conduct a delineation of waters of the United States according to U.S. Army Corps of Engineers' methods, and to submit the completed delineation to the U.S. Army Corps of Engineers for jurisdictional determination.

- If implementation of the WRTP Specific Plan would result in fill of waters of the United States, the City will require that project proponent/s obtain a Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act.

- If implementation of the WRTP Specific Plan involves work in areas containing waters disclaimed by the USACE, the City will require that the applicant obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act.

- The City will require that the applicant obtain all needed permits prior to project implementation, to abide by the conditions of the permits, including all mitigation requirements, and to implement all requirements of the permits in the timeframes required therein.

Significance after Mitigation: Implementing Mitigation Measure 3.4-5 would reduce potentially significant impacts on potentially jurisdictional water features, to a less-than-significant level because implementation of the Best Management Practices (BMPs), and permit conditions, and mitigation requirements will avoid, minimize and mitigate for impacts on jurisdictional waters.

CULTURAL AND TRIBAL CULTURAL RESOURCES

Impact 3.6-2. Disturb Human Remains, including those Interred Outside of Formal Cemeteries.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.6-14 through 3.6-15.)

Explanation: The WRTP Specific Plan would result in development and infrastructure improvement projects throughout the WRTP Specific Plan Area and off-site improvement areas that would involve earthmoving activities

that could impact human remains. There is the potential for discovery of human remains during construction. This impact is considered potentially significant.

The 2035 General Plan and CAP EIR (pages 4.6-29 to 4.6-32) discusses potential impacts related to the disturbance of human remains from implementation of the General Plan. The 2035 General Plan EIR identifies existing regulations and includes 2035 General Plan Goal 7.E and Policies 7.E.1 and 7.E.2 that would reduce impacts. However, the 2035 General Plan and CAP EIR determined that potential impacts related to the discovery of human remains during implementation of the General Plan, even with implementation of Mitigation Measure 4.6-2, would be significant and unavoidable. The WRTP Specific Plan plans for development and infrastructure improvement projects throughout the WRTP Specific Plan Area and off-site improvement areas that would involve grading, trenching, excavation, soil stockpiling, and other earthmoving activities that could impact human remains. Although there is presently no indication that any particular area in the WRTP Specific Plan Area or off-site improvement areas has been used for human burial purposes outside of designated cemeteries in the recent or distant past, there is nonetheless the potential for discovery during construction of development and infrastructure under the WRTP Specific Plan. As described, these existing regulations will reduce potential impacts associated with implementation of the WRTP Specific Plan by requiring a stop to potentially damaging excavation. However, human remains can occur below ground with little or no surface manifestation. Therefore, the potential for the WRTP Specific Plan to result in the disturbance of human remains is considered potentially significant.

Mitigation Measure 3.6-2: Treatment of Human Remains

Consistent with Health and Safety Code, Section 7050 through 7052 and Health and Safety Code Section 8010 through 8030, in the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery during construction, the City and contractor/s shall take the following steps:

(1) No further excavation or disturbance of the project site or any nearby area reasonably suspected to overlie adjacent human remains will occur until:

(A) the coroner of Yolo County has been contacted to determine that no investigation of the cause of death is required, and

(B) if the coroner determines the remains to be Native American:

1. the coroner shall contact the Native American Heritage Commission within 24 hours;

2. the Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendant from the deceased Native American; and

3. the most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods, as provided in Section 5097.98 of the Public Resources Code; or

(2) Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance:

(A) the Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant fails to make a recommendation within 24 hours after being notified by the commission;

(B) the most likely descendant identified fails to make a recommendation; or

(C) the landowner or his or her authorized representative rejects the recommendation of the most likely descendant, and mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

Significance after Mitigation: Mitigation Measure 3.6-2 would reduce the potential impacts in the event of the accidental discovery or recognition of any human remains. In addition, records searches, Native American consultation, and intensive pedestrian field survey did not indicate that the WRTP Specific Plan Area or off-site improvement areas are sensitive for buried human remains. Therefore, although human remains can occur below ground with little or no surface manifestation, encountering such during buildout of the WRTP Specific Plan is considered unlikely. If buried human remains are encountered during construction without prior discovery, implementation of Mitigation Measure 3.6-2 and compliance with regulatory requirements reduce this impact to a less-than-significant level

GEOLOGY, SOILS, MINERALS RESOURCES, AND PALEONTOLOGICAL RESOURCES

Impact 3.7-1. Possible Damage to or Destruction of Unique Paleontological Resources.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.7-13 through 3.7-15.)

Explanation: Most of the WRTP Specific Plan Area and all of the proposed SR 113/County Road 25A interchange area are underlain by Holocene-age rock formations, which are not paleontologically sensitive. However, the southern portion of the WRTP Specific Plan Area and the proposed South Regional Pond would be constructed in paleontologically sensitive rock formations. This impact is considered potentially significant.

Most of the WRTP Specific Plan Area is underlain by Holocene-age Levee, Channel, and Basin Deposits. Furthermore, the geotechnical report prepared by Crawford & Associates (2020) demonstrated, based on the results of site-specific soil borings, that only Holocene-age deposits are present at the proposed SR 113/County Road 25A interchange improvements. As a common industry threshold, a fossil is typically considered a unique paleontological resource if it is more than 11,700 years old (i.e., the generally accepted end of the last glacial period of the Pleistocene Epoch). Holocene deposits contain only the remains of extant, modern taxa (if any resources are present), which are not considered "unique" paleontological resources. Therefore, earth-moving activities in the Levee, Channel, and Basin Deposits throughout most of the WRTP Specific Plan Area, and the entirety of the proposed Caltrans Off-site Improvement Area, would have no impact on unique paleontological resources. However, a mixture of the Riverbank and Modesto Formations is present in the southern portion of the WRTP Specific Plan Area and at the proposed South Regional Pond. As presented above in Table 3.7-1 and discussed in the 2035 General Plan and CAP EIR Impact 4.7-4 (pages 4.7-33 and 4.7-34) (City of Woodland 2016b), due to the

large number of vertebrate fossils recovered from these formations throughout the Sacramento and San Joaquin Valleys, including the vicinity of Woodland, these formations are considered paleontologically sensitive. General Plan Policies 7.E.1 and 7.E.2 are designed to help avoid impacts to paleontological resources. Earth-moving activities in the Riverbank and Modesto formations have the potential to accidentally damage or destroy unique paleontological resources, and the 2035 General Plan and CAP EIR determined that this impact was significant. For the same reasons discussed herein, WRTP Specific Plan and proposed South Regional Pond impacts to unique paleontological resources from earth-moving activities in the Riverbank and Modesto Formations are considered potentially significant.

Mitigation Measure 3.7-1: Conduct Construction Personnel Education, Stop Work if Paleontological Resources are Discovered, Assess the Significance of the Find, and Prepare and Implement a Recovery Plan, as Required.

To minimize the potential for destruction of, or damage to potentially unique, scientifically important paleontological resources during earth-moving activities, the measures described below shall be implemented by project applicants and contractors for future projects proposed under the WRTP Specific Plan within the Riverbank or Modesto Formations (in the southern portion of the WRTP Specific Plan Area and the proposed South Regional Pond area) before and during construction activities.

- Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations (in the southern portion of the WRTP Specific Plan Area and the proposed South Regional Pond area), inform all construction personnel involved with earthmoving activities regarding the possibility of encountering fossils, the appearance and types of fossils likely to be seen during construction, and proper notification procedures should fossils be encountered. This worker training may either be prepared and presented by an experienced field archaeologist at the same time as construction worker education on cultural resources or prepared and presented separately by a qualified paleontologist.

- If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work in the vicinity of the find and notify the City of Woodland Community Development Department. Retain a qualified paleontologist to evaluate the resource and prepare a recovery plan. The recovery plan may include, but is not limited to, a field survey, construction monitoring, sampling and data recovery procedures, museum curation for any specimen recovered, and a report of findings. Recommendations in the recovery plan that are determined by the City to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.

Significance after Mitigation: This mitigation measure is consistent with the 2035 General Plan and CAP EIR Mitigation Measure 4.7-4 (pages 4.7-34 and 4.7-35). Consistent with the findings of the 2035 General Plan and CAP EIR, implementation of Mitigation Measure 3.7-1 would reduce the impacts of WRTP Specific Plan and associated offsite infrastructure implementation on unique paleontological resources to a less-than-significant level because construction workers would be alerted to the possibility of encountering paleontological resources and, in the event that resources were discovered, fossil specimens would be recovered and recorded and would undergo appropriate curation.

HAZARDS AND HAZARDOUS MATERIALS

Impact 3.8-1. Create a Significant Hazard to the Public or the Environment through Reasonably Foreseeable Upset and Accident Conditions Involving the Release of Hazardous Materials into the Environment.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.8-16 through 3.8-20.)

Explanation: The WRTP Specific Plan Area includes above-ground storage tanks containing fuels and chemicals; several small sheds; a large building where equipment is stored and maintained; water wells and associated equipment; residual pesticides from agricultural activities in soils; and a residence with an on-site septic system and the potential for asbestos and lead-based paint. Construction of the off-site improvements could result in exposure to lead-based paint, aerially-deposited lead in soils, chemically-treated wood residue, and residual pesticides from agricultural activities in soils. Therefore, workers and members of the public could be exposed to hazards during construction activities from accidental releases of hazardous materials. This impact is considered potentially significant.

Federal, State, and local regulations and City of Woodland General Plan Policies 3.I.1, 3.I.2, 8.E.1, 8.E.2, 8.E.3, and 8.E.4 (many of which are described in detail in Section 3.8.3, "Regulatory Framework" of the EIR) are designed to reduce the potential for adverse impacts from accidental release of hazardous materials, including risks associated with future operation of the various types of land uses that are proposed as part of the WRTP Specific Plan. The 2035 General Plan and CAP EIR determined that this impact was less than significant. As described in detail in the "Environmental Setting" above, a search of State and federal hazardous materials databases indicated there are no known hazardous materials sites within 0.5 mile of the WRTP Specific Plan Area, proposed off-site South Regional Pond, or the proposed off-site SR 113/CR 25A interchange improvements (DTSC 2020, SWRCB 2020, EPA 2020). Caltrans has entered into an agreement with DTSC to ensure the safe reuse of soils contaminated with aeriallydeposited lead during construction of highway projects. The agreement requires Caltrans to sample and test soils for lead content, place a certain volume of cover material on top of the soils when the lead content is above specified levels, place the soils only in areas that are at least 5 feet above the maximum water table elevation, cover leadcontaining soil stockpiles with plastic until the soil is reused, and properly dispose of excavated soils that are not reused (DTSC 2016a). Because Caltrans is required to implement the conditions of the Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils (DTSC 2016b) per California Health and Safety Code 25187(b)(5), impacts from human health and environmental exposure to aerially-deposited lead at the off-site Caltrans SR 113/CR 25A interchange are considered less than significant. Geocon (2020) noted that concrete, asphalt, and expansion joint fill material at the Caltrans SR 113/CR 25A interchange bridge structure may contain asbestos; asbestos-containing pipe may be also present within the bridge structure; roadway traffic striping at the interchange may contain lead and chromium; and treated-wood guardrail posts are present at the interchange. Asbestos, lead in traffic striping, and treated-wood waste require proper handling and disposal in accordance with State and federal regulatory requirements. Design and construction of the off-site SR 113/CR 25A intersection improvements are regulated by Caltrans, and would comply with requirements related to the proper handling and disposal of hazardous materials contained in the Standard Plans and Specifications (Caltrans 2018). Therefore, impacts from human health and environmental exposure to asbestos, lead-based paint, and treated wood at the off-site Caltrans SR 113/CR 25A interchange are considered less than significant. As described in detail in the "Environmental Setting" above, based on the results of a site-specific Phase I ESA (Geocon 2018:12–13), the WRTP Specific Plan Area includes several above-ground storage tanks containing fuels and fertilizers; a large building where equipment is stored and maintained; several small sheds; numerous agricultural water wells and

associated equipment; an older existing residence and barn (with a domestic water well); and a former residence that has been demolished. Although the current property owner indicated that the large storage building is not used to store agricultural chemicals, Geocon was not provided with access to the interior of the 1,500-square-foot storage building or any of the smaller storage sheds. Since the WRTP Specific Plan Area and the off-site South Regional Pond site, as well as the areas that would be acquired for improvements adjacent to the existing SR 113/CR25A interchange, have been in agricultural use for decades, the potential exists for elevated levels of residual agricultural chemicals to be present in the soil. This is particularly true for the southern portion of the WRTP Specific Plan Area and the off-site South Regional Pond site, which consist of an almond orchard. Orchards and orchard-cultivated soils generally require the repeated application of higher levels of agricultural chemicals to fruit or nut trees. Geocon conducted a limited Phase II screening-level pesticide assessment for soils in the WRTP Specific Plan Area. Geocon obtained 20 soils samples from locations throughout the WRTP Specific Plan Area, including two soil samples from the southeastern parcel where the almond orchard is located. The results indicated that trace amounts of 4,4′-DDT (dichlorodiphenyltrichloroethane), 4,4′-DDE (dichlorodiphenyldichloroethylene), and dieldrin were present in WRTP Specific Plan Area soils. Because the proposed South Regional Pond and the areas that would be acquired for improvements adjacent to the existing SR 113/CR 25A interchange have also been in agricultural use for decades, it is likely that similar residual pesticides are present in those locations as well. DDT was used as an insecticide prior to 1972, when it was banned by EPA. DDE is a byproduct of the breakdown of DDT. Dieldrin was used as an insecticide on crops until 1974, when it was also banned by EPA. The amounts of DDT, DDE, and dieldrin detected at the WRTP Specific Plan Area do not exceed EPA screening levels for residential land uses, and the same is likely the case for the adjacent South Regional Pond site. The Phase II pesticide assessment also found arsenic in all of the 20 WRTP Specific Plan Area soil samples at concentrations that exceed DTSC's Health and Ecological Risk screening level. However, because arsenic is widely found in soil as a result of the natural geologic weathering cycle, arsenic levels are generally compared to standardized "background" concentration levels as part of a risk assessment. The amount of arsenic in the soil in the WRTP Specific Plan Area does not exceed DTSC's arsenic background screening levels, and the same is likely the case for the off-site improvement areas. Therefore, Geocon determined there is no evidence that a hazard exists to human health or the environment from on-site agricultural chemicals, and further testing in the WRTP Specific Plan Area is not necessary (Geocon 2018:13–15). Based on the similar nature of crops and the time period of agricultural use at the off-site improvement areas, residual metal and pesticide levels are likely similar to those found in the WRTP Specific Plan Area, and thus residual metal (arsenic) and agricultural pesticides in the off-site improvement areas would not represent a human health or environmental hazard. Geocon noted that any unused agricultural and domestic wells, along with septic systems in the WRTP Specific Plan Area should be properly abandoned per Yolo County permit requirements, which are designed to reduce adverse impacts to the environment such as leaks and spills of hazardous materials during the decommissioning process. Due to the age of the on-site residence and barn, asbestos and lead-based paint could be encountered during demolition activities. Therefore, Geocon recommended that an asbestos-containing materials and lead-based paint survey be completed prior to demolition. Finally, Geocon determined that one REC is present at the project site: the diesel above-ground storage tank associated with the agricultural well on the East Central Parcel in the WRTP Specific Plan Area. Geocon recommended that this tank be removed, replaced with a double-walled tank, or placed within secondary containment to prevent further releases. Because soil staining was observed, soils around the tank should be tested, and if the soil has been contaminated with petroleum hydrocarbons, it should be removed and properly disposed of (Geocon 2018:15). Furthermore, the on-site agricultural residence may have septic system which, if not cleaned and closed properly, could result in exposure of construction workers and future residents to hazardous materials. Therefore, for the reasons stated above, this impact is considered potentially significant.

Mitigation Measure 3.8-1: Prepare a Remedial Action Plan, and Conduct Phase I and/or II Environmental Site Assessments and Implement Required Measures if Stained or Odiferous Soil is Discovered.

To reduce health hazards associated with potential exposure to hazardous substances in the WRTP Specific Plan Area and the off-site South Regional Pond, implement the following measures before the start of ground-disturbing activities in areas of debris piles, pole-mounted transformers, where demolition will occur, and other areas where evidence of hazardous materials contamination is observed or suspected through either obvious or implied evidence (i.e., stained or odorous soil):

- Prepare a remedial action plan that identifies any necessary remediation activities including excavation and removal of contaminated soils and redistribution of clean fill material at the diesel above-ground storage tank associated with the agricultural well on the East Central Parcel, and other areas within the WRTP Specific Plan Area, if necessary. All above-ground storage tanks shall be removed in accordance with State and local regulations. The remedial action plan shall include measures for the safe transport, use, and disposal of contaminated soil and building debris removed from the project site. During construction, project applicants for future projects proposed under the WRTP Specific Plan and the offsite South Regional Pond shall be required to comply with the remedial action plan and all applicable federal, State, and local laws. The remedial action plan shall outline measures for specific handling and reporting procedures for hazardous materials and disposal of hazardous materials removed from the project site at an appropriate off-site disposal facility.

- In the event that contaminated groundwater is encountered during site excavation activities, the contractor shall report the contamination to the appropriate regulatory agencies, dewater the excavated area, and treat the contaminated groundwater to remove contaminants before discharge into the sanitary sewer system.

- If stained or odiferous soil is discovered during project-related construction activities, project applicants for future projects proposed under the WRTP Specific Plan and the off-site South Regional Pond shall retain a registered environmental assessor to conduct a Phase I ESA, and if necessary, Phase II ESAs and/or other appropriate testing. Recommendations in the Phase I and II ESAs to address any contamination that is found shall be implemented before initiating ground-disturbing activities in these areas.

- Notify the appropriate federal, State, and local agencies if evidence of previously undiscovered soil or groundwater contamination (e.g., stained soil, odorous groundwater) or if known or previously undiscovered underground storage tanks are encountered during construction activities. Any contaminated areas shall be remediated in accordance with recommendations made by the Environmental Management Department (EMD), Central Valley RWQCB, Department of Toxic Substances Control (DTSC), and/or other appropriate federal, State, or local regulatory agencies.

- Retain a licensed contractor to remove all septic systems in accordance with local, State, and federal regulations.

- Retain a California Occupational Safety and Health Administration (Cal-OSHA) certified Asbestos Consultant before demolition of any buildings in the WRTP Specific Plan Area to investigate whether any asbestos-containing materials or lead-based paints are present, and could become friable or mobile

during demolition activities. Provide a copy of the report to YSAQMD. If any materials containing asbestos or lead-based paints are found, they shall be removed by an accredited contractor in accordance with Environmental Protection Agency (EPA) and Cal-OSHA standards as required by YSAQMD. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with Cal-OSHA asbestos and lead worker construction standards. The materials containing asbestos and lead shall be disposed of properly at an appropriate off-site disposal facility.

- Properly close and abandon all on-site groundwater wells in accordance with Yolo County requirements.

Significance after Mitigation: Implementing Mitigation Measure 3.8-1 would reduce the potentially significant impact from accidental release of hazardous materials to a less-than-significant level, consistent with the findings of the 2035 General Plan and CAP EIR, because potentially hazardous materials would be identified; a site management plan that specifies remediation activities and procedures to appropriately identify, stockpile, handle, reuse, and/or remove and dispose of hazardous materials would be prepared and implemented; and hazardous materials that are encountered would be removed and properly disposed of or otherwise remediated by licensed contractors in accordance with federal, State, and local laws and regulations.

Impact 3.8-2. Emit Hazardous Emissions or Handle Hazardous or Acutely Hazardous Materials, Substances, or Waste within One-Quarter Mile of an Existing or Proposed School.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.8-20 through 3.8-22.)

Explanation: Existing schools are located approximately 300 feet and 0.3 mile from the WRTP Specific Plan boundary. The WRTP Specific Plan accommodates up to 10 acres for a future school in the medium density residential zone at the southwestern corner of Parkland Avenue and Harry Lorenzo Avenue. The WRTP Specific Plan also includes retail, commercial, and light industrial land uses that may use and store hazardous materials. Because the exact types of businesses and the exact types and quantities of hazardous materials that may be used by these businesses in the future cannot be known at this time, this impact is considered potentially significant.

The privately owned and operated Woodland Christian School (grades K–12), located at 1787 Matmor Road, is approximately 300 feet northwest of the WRTP Specific Plan Area, on the west side of SR 113. Pioneer High School (part of the Woodland Joint Unified Public School District), located at 1400 Pioneer Avenue, is approximately 0.3-mile northeast of the WRTP Specific Plan Area. The WRTP Specific Plan accommodates up to 10 acres for a future school in the medium density residential zone at the southwestern corner of Parkland Avenue and Harry Lorenzo Avenue. The relevant school district (or the private entity responsible for operating the school if it is privately owned) would be responsible for conducting the appropriate site-specific analysis required by the California Department of Education to determine the suitability of the potential school site, before moving forward with improvement plans. Under Public Resources Code Section 21151.4, unless certain conditions are first met, an EIR or mitigated negative declaration may not be certified or adopted for a project within one-quarter mile of a school if a project would involve constructing or altering facilities that meet any of the following criteria:

- might reasonably be anticipated to emit hazardous air emissions (i.e., toxic air contaminants);

- would handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the State threshold quantity specified in Section 25532(j) of the California Health and Safety Code; or

- may pose a health or safety hazard to persons who would attend or would be employed at the school.

For an EIR to be certified or mitigated negative declaration to be adopted for such a project, both of the following must have already occurred:

1. The lead agency preparing the EIR must have consulted with the school district with jurisdiction about the potential impact of the project on the school.

2. The school district must have been notified about the project in writing at least 30 days before the proposed certification of the EIR or adoption of the mitigated negative declaration.

Proposed land uses in the WRTP Specific Plan Area include Village Center (retail or mixed use); Commercial–Business Park, Office, Research, High-Tech, or Light Industrial Flex; and Commercial–Highway. These facilities may handle hazardous substances, although they would not be expected to handle large quantities of acutely hazardous substances since the WRTP Specific Plan Area does not include zoning for heavy industrial land uses. However, because the exact businesses that would be operating in the WRTP Specific Plan Area and the types and quantities of hazardous materials that may be used by those businesses cannot be known at this time, in order to be conservative, this impact is considered potentially significant.

Mitigation Measure 3.8-2: Notify and Consult with Affected Schools, and Implement a Hazardous Materials Business Plan (if Required).

Project applicants for future retail, commercial, or industrial projects proposed under the WRTP Specific Plan and supportive infrastructure improvements that would involve the long-term use of hazardous materials for project operation shall notify the Woodland Christian School, the Pioneer High School, and the Woodland Joint Unified School District, as appropriate based upon project location relative to school locations, in writing, and shall consult with appropriate school or district personnel about the types of activities that would occur and their estimated timing. Examples of the types of hazardous materials that could be used during proposed operational activities shall be provided. The written notification shall be provided at least 30 days before the commencement of any construction activities.

Future businesses within the WRTP Specific Plan Area that handle and/or store a hazardous material or a mixture containing a hazardous material in amounts greater than the specified threshold quantities in Chapter 6.95, Section 25505 of the California Health & Safety Code shall prepare a Hazardous Materials Business Plan. The plan shall provide emergency plans and procedures that the businesses will follow in the event of a release or threatened release of a hazardous material, along with the other requirements of Section 25505 including an inventory of hazardous materials, site plan showing material storage areas and ingress and egress points for emergency vehicles, and employee safety training.

Significance after Mitigation: Implementing Mitigation Measure 3.8-2, along with compliance with other regulations, guidelines, and laws related to hazardous materials use, handling, transport, and disposal (discussed in the "Regulatory Framework" section above) would reduce the impact related to handling of hazardous materials

within one-quarter mile of a school to a less-than-significant level, consistent with the findings of the 2035 General Plan and CAP EIR, because affected schools would be notified prior to the start of construction activities, and proper hazardous materials spill prevention techniques would be implemented during construction and operational activities. Furthermore, the relevant school district (or the private entity responsible for operating the school if it is privately owned) would be responsible for conducting the appropriate site-specific analysis required by the California Department of Education to determine the suitability of the potential school site, before moving forward with improvement plans.

HYDROLOGY, FLOODING, AND WATER QUALITY

Impact 3.9-1. Substantially Increase the Rate or Amount of Surface Runoff Resulting in Flooding, Create or Contribute Runoff Water which would Exceed the Capacity of Existing or Planned Stormwater Drainage Systems, Provide Substantial Additional Sources of Polluted Runoff.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.9-18 through 3.9-22.)

Explanation: Implementation of the WRTP Specific Plan and the off-site supporting infrastructure would increase the rate and amount of surface water runoff (primarily from construction of new impervious surfaces), which could exceed the capacity of stormwater conveyance systems, result in on-site or off-site flooding, and result in additional sources of polluted runoff. This impact is considered potentially significant.

As discussed in the 2035 General Plan and CAP EIR Impact 4.9-3 (pages 4.9-43 through 4.9-47) (City of Woodland 2016b), new urban development on currently undeveloped land would result in alteration of site-specific drainage patterns, which in turn could result in erosion, sedimentation, and on-site or downstream flooding. Increased peak flow rates may exceed drainage system capacities, exacerbate erosion in overland flow and drainage swales and creeks, and result in downstream sedimentation. Sedimentation, in turn, could increase the rate of deposition in natural receiving waters and reduce conveyance capacities, resulting in an increased risk of flooding. Erosion of upstream areas and related downstream sedimentation typically leads to adverse changes to water quality and hydrology.

The addition of impervious surfaces and drainage infrastructure from urbanization results in increased runoff volumes and dry weather flows, increased frequency and number of runoff events, and increased long-term cumulative duration of flows, as well as increased peak flows. However, the City of Woodland's Storm Drainage Facilities Master Plan Update and Preliminary Engineering (2006a) includes requirements for development to preserve water quality and minimize localized flooding during storm events. It outlines floodplains, design criteria, storm drainage water quality monitoring, and implementation of future facilities. The City's Drainage Master Plan was updated in 2017, and revised in 2018, to address issues specific to the South Urban Growth Area, particularly as related to additional urban development projected in the City's updated General Plan, in the Storm Drainage Facilities Master Plan South Urban Growth Area (City of Woodland 2018). Design Standards include drainage facility capacity criteria designed to ensure the containment and/or conveyance of the design storm. The City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a) include design capacities for storm drains, open channels, bridges, culverts, regional storage facilities, and drains, as well as requirements to ensure access for maintenance and operation of drainage systems. All development projects in the City are required to comply with City's Post Construction Standard Plan (2015) to reduce post-construction runoff and control urban runoff pollution in compliance with of the City's Phase II MS4 permit through

the incorporation of BMPs, LID, and hydromodification management techniques. This includes the requirement to treat stormwater runoff through evapotranspiration, infiltration, stormwater harvesting and reuse, or biotreatment. Hydromodification management requires regulated projects to slow and minimize the amount of runoff so that there is no net-increase in post-construction runoff flow rate as compared to the pre-construction value for a 2-year, 24-hour storm event (City of Woodland 2015:24). Furthermore, a SWPPP would be required in compliance with the NPDES Construction General Permit and would include BMPs to avoid construction-related erosion and sedimentation on- or off-site. Furthermore, implementation of General Plan Goal 5.I and Policies 5.I.1, 5.I.3, 5.I.4, 5.I.5, 5.I.7, and 7.A.4 are also designed to reduce on-site and downstream erosion and sedimentation and alteration of drainage patterns. The 2035 General Plan and CAP EIR included Mitigation Measure 4.9-3 (page 4.9-47), which recommended adoption of General Plan Policy 5.I.4 related to implementation of LID features to improve stormwater quality. The 2035 General Plan and CAP EIR determined that after incorporation of General Plan Policy 5.I.4, the impact would be less than significant (City of Woodland 2001:Section 6).

The City has determined that a new off-site regional detention basin, called the South Regional Pond, is necessary to detain a portion of the stormwater flows from the WRTP Specific Plan Area as well as future planned growth. The proposed South Regional Pond would detain stormwater flows from a portion of the WRTP Specific Plan Area. The South Regional Pond would be constructed to a size of approximately 4 acres, and would be located adjacent to and east of the southern portion of the WRTP Specific Plan Area, south of County Road 25A (Cunningham Engineering 2020). Because the South Regional Pond is outside of (but adjacent to) the City's Planning Area boundary, it was not included as part of the 2035 General Plan and CAP EIR. Construction of the proposed South Regional Pond would include clearing, excavating, and grading of the basin, and installing inflow and outflow structures. The City would perform periodic maintenance activities once the basin is operational. The potential environmental impacts of constructing and operating the South Regional Pond are evaluated in all of the topic area sections throughout the EIR. Preliminary stormwater engineering, in the form of a Stormwater Management Technical Memorandum, has been performed for the WRTP Specific Plan Area and surrounding areas that drain to the WRTP Specific Plan Area (Cunningham Engineering 2020). Stormwater in the northern portion of the WRTP Specific Plan Area drains to the east. As part of the Spring Lake Specific Plan, stormwater from the northerly portion of the WRTP Specific Plan Area was planned for future drainage to and detention in the existing off-site East Regional Pond, which was sized at the time of construction to accommodate flows from this portion of the WRTP Specific Plan Area with proposed development. The East Regional Pond functions as a water quality treatment basin and serves to attenuate postdevelopment peak flows for a 100-year storm/10-day event (as required by the City). Furthermore, underground drainage pipelines adjacent to the WRTP Specific Plan Area to the east, in the Spring Lake development, were sized to accommodate projected future stormwater drainage outflows from development in the northern portion of the WRTP Specific Plan Area. A small portion of the WRTP Specific Plan Area adjacent to SR 113 would be required to completely retain, detain, and treat all of the stormwater flows that are generated within this approximately 30- acre area using LID measures and distributed water quality BMPs (to allow the large central proposed park area to fully function as a park, rather than integrating a detention basin). An existing unlined, on-site drainage channel along the east side of SR 113 would be modified (to a wider and deeper trapezoidal channel) to carry a portion of the WRTP Specific Plan Area's stormwater flows southward to a new underground drainage pipe, that would cross underneath County Road 25A and discharge to the South Regional Pond. An approximately 4-acre on-site water quality and hydromodification basin would be constructed in the southeast corner of the WRTP Specific Plan Area; this basin would receive flows from the southeastern portion of the WRTP Specific Plan Area. A new on-site underground drainage pipeline would be installed south of County Road 25A to convey flows in this area eastward to the proposed South Regional Pond. A network of appropriately

sized underground drainage pipelines would be installed throughout the WRTP Specific Plan Area to convey stormwater flows to the on-site and off-site basins. Flows from the proposed on-site basin in the southeast corner and proposed South Regional Pond would be conveyed eastward along County Road 25A to the existing South Canal, where flows are conveyed northward to the City's storm drainage pumping facility at the intersection of County Road 103 and East Main Street. From the East Regional Pond (which would accept stormwater from the northern portion of the WRTP Specific Plan Area as described above), stormwater is conveyed from the pond to the Gibson Canal, then to the South Canal northward to the City's storm drainage pumping facility. From the pumping facility, all City flows are conveyed eastward to an outfall channel that discharges directly into the Yolo Bypass, approximately 4.5 miles northeast of the WRTP Specific Plan Area (City of Woodland 2006a: Map 14).

The City of Woodland Storm Drainage Facilities Master Plan South Urban Growth Area (City of Woodland 2018) estimates that 30 cubic feet per second of pumping and construction of the North Regional Pond will accommodate the buildout of the Spring Lake Specific Plan plus approximately 80 additional acres of currently unbuilt residential development, flowing to the existing Farmers Central Channel. It is assumed that non-residential development could alternatively be accommodated, as long as the development acreage is hydrologically equivalent to 80 acres of residential use. Based on the modeling conducted for the Storm Drainage Facilities Master Plan South Urban Growth Area, development of more than the equivalent of 80 acres within the WRTP Specific Plan Area would trigger further improvements to the new pump station constructed near the site of the existing South Canal Pump Station, the East Main Channel, and the Yolo Bypass Outfall. However, in support of the more recent ongoing update of the City's Citywide Storm Drainage Facility Master Plan, Wood Rodgers provided preliminary findings to the City for revised baseline conditions from the overall City modeling being performed for the City's North Area. The findings of this recent downstream analysis indicate that the amount of developable acreage is likely higher without implementation of these downstream improvements. With the full combination of the North and South Areas of the City and the incorporation of the 2009 Yolo County rainfall, the South Area conditions have changed along the High Line Ditch. In the revised simulation, the volume of water spilling over the High Line Ditch under baseline is greater than previously estimated. With the recently installed infrastructure and a higher allowable spill over the High Line Ditch, it is anticipated that more than 80 acres of development in the South Area can occur before triggering new improvements (Nick Ponticello, personal communication, February 22, 2021). To extend development in the WRTP Specific Plan Area beyond the 80-acre residential equivalent, additional study will be necessary, if downstream improvements are not yet operational.

Design and construction of the off-site SR 113/County Road 25A intersection improvements is regulated by Caltrans, and would comply with requirements contained in the Standard Plans and Specifications (Caltrans 2018) and the Highway Design Manual (Caltrans 2020), as well as the Caltrans NPDES permit issued by SWRCB (Order No. 2012-0011-DWQ, NPDES No. CAS000003). Although only a small amount of additional impervious surfaces would be created by the proposed interchange improvements, the stormwater runoff from these improvements would flow onto the surrounding areas including the WRTP Specific Plan Area, and therefore must be included in stormwater planning for the WRTP Specific Plan.

Operational water quality treatment design for the WRTP Specific Plan Area would be addressed by implementing a combination of LID measures, standard treatment control BMPs, and 'end-of-pipe' temporary water quality storage within existing and proposed detention basins (Cunningham Engineering 2020). The NPDES General Permit also contains requirements related to hydromodification, including matching the post-project 2-year/24-hour peak flows to pre-project levels. The hydromodification requirements would be accomplished via a combination of

upland LID-style runoff reduction measures and end-of-pipe detention storage within existing and/or proposed detention basins. As noted by Cunningham Engineering (2020) these measures could include the following:

- Small-scale distributed drainage management features such as shallow, decentralized surface detention areas and/or infiltration areas that are included in streetscapes and individual site landscapes as a design element (in addition to a functional requirement) throughout the WRTP Specific Plan Area;

- Reducing new impervious surfaces, which could be accomplished by using compact building footprints, alternative driveway layouts and/or materials, narrower roadway cross-sections (as appropriate), pervious pavement, and efficient parking to minimize the overall area of the lot on a per-parking-space basis;

- Disconnection of new impervious areas by placing pervious areas (e.g., landscaping and/or pervious pavement) downstream of a site's impervious surfaces (e.g., roofs and conventional pavement), with site grading/landscaping designs that provide for sheet flow from those impervious surfaces onto the pervious surface areas;

- Treatment control BMPs, which could include vegetated swales, stormwater planters, rain gardens, pervious pavement, and inclusion of a water quality treatment component as part of the detention basins.

In accordance with General Plan Policies 5.I.3 and 5.I.7, the Technical Guidance Manual for Stormwater Quality Control Measures (City of Woodland 2006b), and the Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a), project applicants for future projects proposed under the WRTP Specific Plan are required to design site-specific on-site stormwater systems and submit the proposed designs to the City for approval prior to the start of any construction activities. The WRTP Specific Plan identifies BMPs, LID, and hydromodification management techniques that will be incorporated into the site-specific stormwater system designs and operation as required by the City's Post Construction Standard Plan (2015) to reduce post-construction runoff and control urban runoff pollution in compliance with of the City's Phase II MS4 permit. The proposed development in the WRTP Specific Plan Area would substantially increase the rate or amount of surface runoff, primarily as a result of new impervious surfaces. Because detailed drainage and stormwater flooding calculations and designs for the WRTP Specific Plan Area and the off-site SR 113/County Road 25A interchange improvements have not yet been performed, stormwater generated from implementation of the WRTP Specific Plan and the off-site interchange improvements could result in on- or off-site flooding, create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems, and/or provide substantial additional sources of polluted runoff. Therefore, this impact is considered potentially significant.

Mitigation Measure 3.9-1a: Prepare Additional Storm Drainage Analysis for determining Amount of New Development Acreage Beyond the Previously Identified 80 Residential Acres Allowable in the South Urban Growth Area and Submit to the City for Review and Approval.

The WRTP shall be required to fund an additional stormwater drainage analysis that utilizes the revised baseline conditions modeling and includes detailed information defining the operational capacity of the newly-installed infrastructure. A model will then be created that incorporates the pump station, detention, and conveyance improvements that have already been constructed, and then incorporates the full buildout of the Spring Lake Specific Plan Development. At that point, the fully developed acreage of the WRTP Specific Plan will be added to determine the new developable acreage (in terms of stormwater drainage)

that can be accommodated with current infrastructure. This additional drainage analysis will also be required to determine what additional storm drainage infrastructure is needed to support full buildout of the WRTP Specific Plan. Building permits for development beyond the identified currently developable acreage will only be approved with confirmation that the required storm drainage and water quality treatment infrastructure is in place.

Significance after Mitigation: Implementation of Mitigation Measure 3.9-1 would reduce the WRTP Specific Plan's impacts from increased stormwater runoff resulting in an increased need for stormwater conveyance, stormwater-related flooding, and stormwater pollutants to a less-than-significant level because appropriately sized pipelines and detention basins, along with the appropriate LID features and water quality BMPs, that are specifically engineered to ensure that WRTP Specific Plan Area flows are conveyed such that flooding does not occur and to provide appropriate water quality treatment, would be integrated as part of the design and implementation of the WRTP Specific Plan Area.

TRANSPORTATION AND CIRCULATION

Impact 3.13-1. Conflict with A Program, Plan, Ordinance, or Policy Addressing the Circulation System, including Transit, Roadway, Bicycle, and Pedestrian Facilities.

Finding: Less than significant. (Draft EIR, pp. 3.13-16 through 3.13-20.)

Explanation: The WRTP Specific Plan does not conflict with adopted policies, plans, or programs for bicycle, transit, or pedestrian facilities, nor would it adversely affect performance or safety of such facilities. The WRTP Specific Plan contains provisions that will enhance these modes to encourage greater use of transit and more walking and bicycling in the future. All new facilities, as proposed in Chapter 4 of the WRTP Specific Plan, "Circulation and Mobility," would be constructed to applicable design standards that have been created to minimize the potential for conflicts or collisions. The impact is considered less than significant.

Mitigation Measure 3.13-1a: The Draft WRTP Specific Plan Finance Plan shall incorporate a Transit Contribution.

While not required as mitigation for a significant impact under CEQA, the following would be required for planning purposes to ensure transit equipment, infrastructure, and service is adequately funded to provide necessary service to the WRTP Specific Plan Area:

The project applicant shall contribute its fair-share of the cost associated with providing transit service to the WRTP Specific Plan Area. It is anticipated that new transit vehicles may be required to provide additional service to the WRTP Specific Plan Area. However, the final determination of additional capital equipment or other costs shall be determined by the City of Woodland in coordination with YCTD and as identified in the Master TDM/VMT Program. The fair-share cost or a plan for providing the fair-share cost over time shall demonstrate funding is adequate to provide the necessary transit service or range of services required to meet the demand in the WRTP Specific Plan Area, as determined through the WRTP Specific Plan's required coordination with YCTD and UC Davis. The funding mechanism(s) for transit and other TDM measures shall be outlined in the WRTP Specific Plan Finance Plan, and development projects shall be required to commit to contributing fair-share costs prior to the issuance of respective building permits by the City of Woodland.

Mitigation Measure 3.13-1b: On-site Transit Stops.

While not required as mitigation for a significant impact under CEQA, the following would be required for planning purposes to ensure proposed transit infrastructure provides for adequate service to the WRTP Specific Plan Area:

The WRTP Specific Plan calls for development of a shared mobility hub in the Village Center. The project applicant shall develop detailed plans, to be reviewed and approved by the City of Woodland and YCTD and construct the shared mobility hub improvements in the Village Center and identify the specific locations of sheltered transit stops with bus turnouts at other locations. It is anticipated that other stops would be located near the business park uses north and west of the Village Center. The City of Woodland and YCTD shall approve the location, design, and implementation timing of the sheltered transit stops and bus turnouts prior to the approval of the first final map or as otherwise required by the City. If transit stops are located on-street for segments of roadways that do not have designated curbside on-street parking that can be designated for a bus stop (i.e., only travel lanes, bike lanes), the street cross-sections shall be modified to provide for a curbside bus stop, or multiple stops if needed for bus operations.

Significance after Mitigation: The WRTP Specific Plan does not conflict with adopted policies, plans, or programs for bicycle, transit or pedestrian facilities, nor would it adversely affect performance or safety of such facilities. This impact is less than significant. Mitigation Measures 3.13-1a and 3.13-1b are not required to address a significant impact under CEQA, but serve as conditions of approval for planning purposes to ensure that adequate funding is contributed by future development within the WRTP Specific Plan Area, as well as provides for a transit infrastructure plan for the WRTP Specific Plan Area.

Impact 3.13-2. Substantially Increase Hazards Due to a Design Feature or Incompatible Uses.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.13-20 through 3.13-21.)

Explanation: Construction vehicles and equipment associated with development of the WRTP Specific Plan Area and off-site improvement areas would result in utilize local roadways, which could cause disruptions to the transportation network and degradation to the roadways. Also, the use of large trucks to transport equipment and materials to and from the worksite could also affect roadway conditions on the access routes by increasing the rate of roadway wear. The degree to which this impact would occur would depend on the design (pavement type and thickness) and the existing condition of the roadway. Implementation of the WRTP Specific Plan will modify the existing transportation network to accommodate existing and future users that could change existing travel patterns or traveler expectations. This impact is considered potentially significant.

The WRTP Specific Plan will modify the existing transportation network generally to expand existing facilities or to construct new facilities to accommodate planned population and employment growth. Construction vehicles and equipment associated with development in the WRTP Specific Plan Area and off-site improvement areas would maneuver among the general-purpose vehicles on local roads, which could cause safety hazards. The presence of haul trucks and other on-road construction vehicles could increase hazard risks on existing roadways. Construction activities could result in disruptions to the transportation network near project sites, including the possibility of temporary lane closures, street closures, sidewalk closures, and bikeway closures. Also, the use of large trucks to transport equipment and materials to and from the worksite could also affect roadway conditions on the access routes by increasing the rate of roadway wear. The degree to which this impact would occur would depend on the

design (pavement type and thickness) and the existing condition of the roadway. This impact is considered potentially significant. The WRTP Specific Plan would not increase hazards due to design features of transportation facilities. Implementation of the Specific Plan will adhere to applicable design standards. All existing facility modifications and new facilities resulting from the circulation diagram proposed improvements would be constructed to the City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications (2016), which have been developed to minimize the potential for conflicts or collisions. In addition, the Caltrans off-site improvements would be regulated by Caltrans, and would be designed and constructed in accordance with Caltrans standards and guidelines developed to promote safety. This anticipated increase in traffic during operations and expansion of the transportation network with implementation of the Specific Plan has no potential to substantially increase traffic safety hazards on area roadways, and no impact would result from operations under the WRTP Specific Plan.

Mitigation Measure 3.13-2: Implement a Construction Traffic Control Plan

Prior to any construction activities for the WRTP Specific Plan, the applicant shall prepare a detailed Construction Traffic Control Plan and submit it for review and approval by the City Department of Public Works. The applicant and the City shall consult with Caltrans, Yolobus, and local emergency service providers for their input prior to approving the Plan. The plan shall ensure that acceptable operating conditions on local roadways and freeway facilities are maintained during construction. A copy of the construction traffic control plan shall be submitted to local emergency response agencies and these agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct roadways. At a minimum, the plan shall include:

- The number of truck trips, time, and day of street closures
- Time of day of arrival and departure of trucks
- Limitations on the size and type of trucks, provision of a staging area with a limitation on the number of trucks that can be waiting
- Provision of a truck circulation pattern
- Provision of a driveway access plan so that safe vehicular, pedestrian, and bicycle movements are maintained (e.g., steel plates, minimum distances of open trenches, and private vehicle pick up and drop off areas)
- Maintain safe and efficient access routes for emergency vehicles
- Maintain safe and efficient access routes for farming equipment and vehicles
- Manual traffic control when necessary
- Proper advance warning and posted signage concerning street closures
- Provisions for pedestrian safety

Significance after Mitigation: Mitigation Measures 3.13-2 would reduce the construction-related impacts to the transportation network and roadways to a less-than-significant level because the plan shall ensure that acceptable operating conditions on local roadways facilities are maintained during construction.

UTILITIES

Impact 3.14-1. Increased Demand for Water Supply Conveyance Facilities.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.14-16 through 3.14-17.)

Explanation: Implementation of the WRTP Specific Plan would require construction of on-site water supply conveyance facilities. Water transmission pipelines to distribute the water to individual residences would be constructed and would be required to be sufficiently sized to provide fire flows. The preliminary network leading from these connections was designed in accordance with the City of Woodland Engineering Standards.

Reclaimed water would be conveyed to the WRTP Specific Plan Area via a pressure system and routed to serve areas with irrigation demands. The reclaimed water network within the WRTP Specific Plan Area is designed to provide service to typical areas with commercial and public irrigation demands such as medians, parks, and greenways. The public reclaimed water supply pipelines would be within the right-of-way of public streets and greenways.

Physical impacts associated with construction and operation of utilities is evaluated throughout the EIR, such as Air Quality, Biological Resources, and Greenhouse Gas Emissions, which specifically analyze the potential for project construction and implementation. Impacts of the WRTP Specific Plan would be mitigated through implementation of mitigation measures presented in the EIR and through uniformly applied City-administered development standards. There is no impact beyond those comprehensively considered throughout the other sections of the EIR. This impact is considered less than significant.

However, the City requires project applicants to demonstrate necessary public facilities are available or adequately financed before approval of proposed development (General Plan Policy 5.F.1). The City will only approve new development that connects to the City's public water supply system (General Plan Policy 5.G.3) and requires project applicants to demonstrate adequate water supply conveyance facilities are in place prior to occupancy and that an adequate funding source is in place to finance system development and maintenance (City General Plan Policy 5.G.6). The following mitigation measure is provided for planning purposes to ensure water supply infrastructure is designed and sized to provide adequate service to the WRTP Specific Plan.

> **Mitigation Measure 3.14-1: Prepare and Submit A Water Supply Conveyance Improvement Plan in Compliance with Applicable Standards and Construct Water Supply Conveyance Infrastructure Prior to Occupancy.**
>
> While not required as mitigation for a significant impact under CEQA, the following would be required for planning purposes to ensure the water supply infrastructure is designed and sized to provide adequate service to the WRTP Specific Plan:
>
> Before approval of the final subdivision map and issuance of building permits, project applicants for projects proposed under the WRTP Specific Plan shall prepare a detailed water conveyance infrastructure improvement plan that depicts the locations and appropriate sizes of all required conveyance infrastructure,

in conjunction with other site-specific improvement plans. Proposed on-site water facilities shall be designed and sized to provide adequate service to the project site for the amount of development identified in the tentative subdivision map, based on City of Woodland Engineering Standards. A final water conveyance infrastructure improvement plan shall be approved by the City of Woodland Engineering Division before approval of the final subdivision map by the City of Woodland Planning Division and issuance of building permits from the City of Woodland Building Division. All required infrastructure shall be in place prior to occupancy of development anticipated under the proposed project.

Significance after Mitigation: This impact is less than significant. There are no additional significant impacts beyond those comprehensively considered throughout the other sections of the EIR. Mitigation Measure 3.14-1 would ensure adequate water supply conveyance facilities would be documented before approval of the final subdivision map and issuance of building permits.

Impact 3.14-2. Increased Demand for Wastewater Collection and Conveyance Facilities.

Finding: Less than significant with mitigation. (Draft EIR, pp. 3.14-17 through 3.14-19.)

Explanation: There are currently no wastewater mains or services located within the WRTP Specific Plan Area. A combination of on-site gravity and pressure sewers would be required to convey new wastewater flows from the WRTP Specific Plan Area to the SLSP Pump Station located at Farmers Central Road and Miekle Avenue. A 7.5-acre area within the WRTP Specific Plan Area would require a lift station to convey wastewater runoff to the existing gravity main in SLSP.

Physical impacts associated with construction and operation of utilities is evaluated throughout other sections of the EIR, such as Air Quality, Biological Resources, and Greenhouse Gas Emissions, which specifically analyze the potential for project construction and implementation. Impacts of the WRTP Specific Plan would be mitigated through implementation of mitigation measures presented in the EIR and through uniformly applied City-administered development standards. There is no impact beyond those comprehensively considered throughout the other sections of this EIR. The impact is considered less than significant.

The City will only approve new development that connects to the City's sewer system (General Plan Policy 5.H.6) In addition, the City requires project applicants demonstrate necessary public facilities are available or adequately financed to serve new development (General Plan Policy 5.F.1). The following mitigation measure is provided for planning purposes to ensure wastewater conveyance infrastructure is designed and sized to provide adequate service to the WRTP Specific Plan Area.

Mitigation Measure 3.14-2: Prepare Additional Analysis to Verify the Spring Lake Specific Plan Pump Station Capacity Prior to Development Beyond 87 Percent of the WRTP Specific Plan Area.

While not required as mitigation for a significant impact under CEQA, the following would be required for planning purposes to ensure the existing wastewater conveyance infrastructure has the capacity to provide adequate service to the WRTP Specific Plan Area:

Prior to any development beyond 87 percent of the WRTP Specific Plan, the WRTP shall fund additional analysis to verify that the Spring Lake Specific Plan Pump Station has adequate capacity to provide for sewer flows from full buildout of the WRTP Specific Plan. If additional capacity is required, it may be

provided by upsizing the pumps as part of the City's regular maintenance work of replacing the pumps. If the increased capacity is not provided by the City's maintenance work, then the WRTP Specific Plan will be responsible for funding improvements at the pump station to provide the additional required capacity.

Significance after Mitigation: This impact is less than significant. There are no additional significant impacts beyond those comprehensively considered throughout the other sections of this EIR. Implementation of Mitigation Measure 3.14-2 requires evaluation of the Spring Lake Specific Plan Pump Station Capacity prior to development and prior to development beyond 87 percent of the WRTP Specific Plan, and specific improvements or funding of improvements to address any capacity shortfall.

4. FINDINGS REGARDING ENVIRONMENTAL IMPACTS THAT CANNOT BE FULLY MITIGATED TO A LESS THAN SIGNIFICANT LEVEL

The following significant environmental impacts of the proposed project are significant and unavoidable and cannot be mitigated in a manner that would substantially lessen the environmental impact despite the incorporation of Mitigation Measures identified in the EIR and in these Findings. The City Council finds that the project's environmental, economic, social, and other benefits outweigh and override the significant adverse impact related to change in the environment." (see Section VII, "Statement of Overriding Considerations")

AESTHETICS AND VISUAL RESOURCES

Impact 3.1-1. Substantially Degrade the Existing Visual Character or Quality of Public Views of the Site and its Surroundings.

Finding: Implementation of the WRTP Specific Plan and the off-site South Regional Pond would substantially change the existing visual character from agricultural cropland to a mix of urban land uses and supporting infrastructure. The proposed WRTP Specific Plan and off-site improvement areas would be visually incompatible with surrounding agricultural land to the west, south, and southeast. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant.

All feasible mitigation in the form of policies and programs in the 2035 General Plan, as well as the WRTP Specific Plan (Chapter 2, "Specific Plan Concepts" and Chapter 3, "Land Use, Development Standards, and Design Guidelines"), are presented herein. No additional feasible mitigation measures are available that would avoid this impact without fundamentally changing the purpose of the WRTP Specific Plan. Therefore, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact would be significant and unavoidable.

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts. (Draft EIR, pp. 3.1-13 through 3.1-16.)

Impact 3.1-2: Create a New Source of Substantial Light or Glare Which Would Adversely Affect Day or Nighttime Views in the Area.

Finding: The WRTP Specific Plan would require nighttime lighting of new streets and buildings for security purposes near existing and proposed sensitive receptors, which could cause increased light and glare that could

adversely affect day or nighttime views in the area effects. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact would be significant.

As discussed in the 2035 General Plan and CAP EIR Impact 4.1-4 (pages 4.1-32 through 4.1-33) (City of Woodland 2016b), development in new growth areas would produce light and glare in areas that currently do not experience these effects. Parking lots, commercial buildings, and signs often emit light 24 hours per day. In contrast, most residential buildings produce limited light during the night. In addition, new buildings with reflective surfaces, such as office buildings with glazed windows, may add daytime glare in new development areas. General Plan Policy 3.E.7 requires that adequate pedestrian-scale lighting be provided near sidewalks, trails, and parking lots to improve visibility of pedestrians and provide a safe walking environment. General Plan Policy 2.B.1 requires that new Specific Plans must examine impacts on the completion of infrastructure and amenities within existing Specific Plan Areas that are still developing. Policy 2.E.2 encourages high-quality new development that enhances and blends with the established fabric of the natural, social, and built environment, while allowing for innovative architectural styles. However, since new development would add to the overall amount of lighting and glare in the City, the 2035 General Plan and CAP EIR concluded that impacts from new sources of light and glare would be significant. Mitigation measures recommending new General Plan Policies 2.F.4 and 2.F.5 (requiring that artificial lighting be controlled to avoid spill-over lighting, preserve the night sky, and prevent glare) were adopted as part of the 2035 General Plan. Because additional nighttime lighting would still occur and no other feasible mitigation measures were available, the 2035 General Plan and CAP EIR concluded that impacts from new sources of light and glare would be significant and unavoidable.

The WRTP Specific Plan would not be implemented in a "dark sky" area; rather, existing nighttime lighting is already generated by the Woodland Sports Park west of SR 113 (see Viewpoint 3, above), from street lighting along the east and west sides of SR 113 on the west side of the WRTP Specific Plan Area, and from street and residential lighting in the adjacent Spring Lake development to the east. Additional nighttime lighting will be present in the future in the planned Spring Lake development to the north and east. Because the WRTP Specific Plan Area would be developed with a mix of urban uses, this would create new sources of additional nighttime lighting that would be visible to adjacent residents in the Spring Lake development, as well as motorists traveling on SR 113 and County Roads 25A and 101. WRTP Specific Plan implementation could also create new sources of daytime glare from new buildings. As discussed above, General Plan policies 2.F.4 and 2.F.5 require that artificial lighting be controlled to avoid spill-over lighting, preserve the night sky, and prevent glare. The WRTP Specific Plan Performance Standards and Design Standards and Design Guidelines, contained in Sections 3.3.2 and 3.5.2, respectively, of the WRTP Specific Plan, state that lighting would include of a variety of types and styles designed to illuminate the intended surfaces or spaces, avoid light spillover and glare into surrounding areas, reduce night sky pollution, and contribute to the City's Climate Action Plan objectives for reducing energy use. A common overall theme, material, and color palette would be considered for the entire WRTP Specific Plan Area, except that the Research and Technology Park may have different but complementary lighting and street furnishings, to create a unified identity throughout the WRTP Specific Plan Area.

Pedestrian-scaled pathway lighting would be provided in both residential and non-residential zoning districts. Exterior lighting on individual lots, particularly with the Research and Technology Park campus, would emphasize lighting entries, walkways, parking and loading, and service areas. Lighting on buildings would be designed to reinforce the architectural design of the building, including lighting of building entries, landscape elements, and major architectural features, and would contribute to enhancing the safety and security within the Research and Technology Park, as well as the remainder of the community. A comprehensive signage plan would be implemented

for the entire Research and Technology Park that governs the location, size, height, color, lighting, orientation, and type of signs to be permitted. Energy-efficient exterior lighting fixtures, such as LED or other energy-efficient lighting technologies, would be used throughout the WRTP Specific Plan Area. Furthermore, the Design Standards and Design Guidelines provided in Section 3.5.2 of the WRTP Specific Plan also state that proposed land uses may not create new sources of glare, and that signs shall be spot illuminated from the front or consist of letters, numbers, or graphics that are halo backlit and may not cast a glare that is visible from any street or adjacent lot. (The potential for nighttime lighting within the WRTP Specific Plan Area to result in airport safety hazards is discussed in Section 3.8, "Hazardous Materials and Toxics," of the EIR).

The proposed off-site South Regional Pond would not require nighttime lighting and would not represent a new source of daytime or nighttime glare. The existing SR 113/CR 25A interchange is currently lighted with high-mast light standards that are shielded and direct the lighting downward; the proposed interchange improvements would include the continued use of shielded, directional high-mast light standards, but would not substantially change the amount of skyglow that is already emitted as compared to the existing interchange. Where direction is not otherwise provided in the WRTP Specific Plan, development in the WRTP Specific Plan Area must be designed in accordance with City of Woodland regulations and requirements, including the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a). Section 9 of the Engineering Standards describes typical design practices for new or modified street lighting systems within the City. The Engineering Standards include requirements for lighting values for each type of street; street light locations, types, and spacing; poles; mast arm lengths; service connections; pull boxes; and conductors. The Engineering Standards require that all street lights be equipped with light-emitting diode (LED) lights. Furthermore, the developer must prepare and submit improvement plans to the City for review that show existing and proposed street lighting locations, along with the following details:

- existing City-owned electrical facilities and electrical conduits;
- proposed street light types, locations, conduit sizes and locations, service locations, pull boxes, mast arm lengths, and light pattern to be installed;
- rights-of-way and easements;
- subdivision and lot details; and
- amount and type of luminaires on each new or existing service, the service location and voltage, the number of lights removed or added from an existing service, and any other pertinent information affecting the service load.

Finally, the Engineering Standards require that master planning be employed in the determination of street light locations so that an overall uniform street light system meeting minimum City requirements is achieved. If an elementary school were to be developed in the WRTP Specific Plan Area, it would not include nighttime outdoor sports events and therefore would not include lighted outdoor sports fields. Minor nighttime security lighting for school buildings and parking lots would be provided. This lighting would be shielded and directed downward to avoid light spillover and nighttime glare effects, as required by CDE school facility design standards and the Division of the State Architect. Therefore, as discussed above, the WRTP Specific Plan would employ all feasible measures to avoid light spillover and glare into surrounding areas, and reduce night sky pollution. However, WRTP Specific Plan implementation would still add to the overall amount of lighting and glare in the City; therefore, this impact is considered significant.

All feasible mitigation in the form of policies and programs in the 2035 General Plan and the WRTP Specific Plan Design Standards, are presented herein. No additional feasible mitigation measures are available that would avoid this impact without fundamentally changing the purpose of the WRTP Specific Plan. Therefore, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact would be significant and unavoidable.

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts. (Draft EIR, pp. 3.1-16 through 3.1-18.)

AGRICULTURE AND FORESTRY RESOURCES

Impact 3.2-1. Loss of Important Farmland and Conversion of Agricultural Land to Nonagricultural Urban Uses.

Finding: Implementation of the WRTP Specific Plan and off-site improvements would result in the permanent conversion agricultural land, including Important Farmland, to urban uses. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant.

As discussed in the 2035 General Plan and CAP EIR Impact 4.2-1 (pages 4.2-28 through 4.1-36) (City of Woodland 2016), development in new growth areas would convert farmland, including Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, to urban land uses. General Plan Policy 2.A.1 establishes an ULL that permanently circumscribes urban development and complies with provisions for protection of agricultural lands. The WRTP Specific Plan Area is located in an area planned for development that is inside the ULL. The 2035 General Plan and CAP EIR concluded that, despite proposed policies, implementation of the 2035 General Plan would still accommodate development in new growth areas that would convert farmland, including Important Farmland, defined as Prime Farmland, Farmland of Statewide Importance, Unique Farmland, and Farmland of Local Importance, to urban uses. Mitigation Measure 4.2-1 recommending new General Plan Policy 2.A.3 (requiring for every acre of farmland that is converted, an acre of that same type (or better) of farmland will be conserved) was adopted as part of the 2035 General Plan. However, the 2035 General Plan and CAP EIR concluded that there is no additional feasible mitigation available that would mitigate the loss of Important Farmland and conversion of agricultural land to nonagricultural urban uses, and the impact was significant and unavoidable. Yolo LAFCo prepared a municipal service review and sphere of influence study for the City of Woodland (Yolo LAFCo 2019b). The Yolo LAFCo determined that:

> "Development of the proposed SOI would result in the loss of prime agricultural land. However, most of Yolo County is fertile agricultural soils and it is difficult to expand the City's footprint without impacting agricultural land and the City's Urban Limit Line preempts any uncontrolled sprawl. The City's General Plan Environmental Impact Report mitigates for this loss consistent with LAFCo policies and concludes that this loss is significant and unavoidable."

Chapter 15.33 of the City of Woodland Municipal Code implements Policy 2.A.3 of the 2035 General Plan. As described above, the Chapter 15.33 requires that for every acre converted to urban development, one acre of mitigation will be required (1:1 ratio); agricultural mitigation land must be of same quality of land or higher than the land being converted; and specified agricultural mitigation lands must be located wholly within Yolo County. 3 General Plan Policy 2.A.1 establishes the ULL that permanently circumscribes urban development and complies with provisions for protection of agricultural lands. The WRTP Specific Plan Area is located in an area planned for development that is inside the ULL. The 2035 General Plan included site-specific conversion of this farmland to

urban land uses asshown in Figure 2-5, "Land Use Diagram" (page LU 2-33 of the 2035 General Plan). As discussed in Chapter 2, "Project Description," the City promotes development of SP-1A [the WRTP Specific Plan Area] as a mixed-use residential district anchored by a research and technology business park in the Southern Gateway area at CR 25 and SR 113 (page LU 2-77 of the 2035 General Plan). The proposed South Regional Pond would be adjacent to, but south of, the Specific Plan Area, and existing agricultural lands in this off-site improvement area were not considered in the 2035 General Plan and CAP EIR. Agricultural uses within the WRTP Specific Plan Area would be converted to urban land uses from implementation of the WRTP Specific Plan and the proposed 4-acre South Regional Pond. Based on analysis of the Yolo County Important Farmland map (DOC 2016), approximately 346 acres of Prime Farmland and 3 acres of Farmland of Local Potential within the WRTP Specific Plan Area would be directly and permanently converted to urban uses. 4 Off-site improvements, specifically the proposed South Regional Pond, would directly and permanently convert approximately 4 acres of Prime Farmland to a detention pond for stormwater management. There is no Farmland of Statewide Importance or Unique Farmland identified within the WRTP Specific Plan Area or off-site improvement areas. In 2016, approximately 250,588 acres of Prime Farmland existed in Yolo County, of which 1,545 acres were located in the City's Planning Area (Tables 3.2-1 and 3.2-2). A conversion of approximately 350 acres of Prime Farmland would account for less than one percent of the total Prime Farmland in Yolo County as a whole, but approximately 23 percent of total Prime Farmland in the City's Planning Area. Project applicants for future projects proposed within the WRTP Specific Plan Area are required to comply with Municipal Code Chapter 15.33, which requires replacement of Prime Farmland at a 1:1 ratio. In addition, the South Regional Pond development area would not be annexed to the City. Therefore, this use would require compliance with the County's agricultural conservation ordinance (Section 8-2.404 and Section 8.2-405 of the Yolo County Code), which requires replacement of Prime Farmland at a ratio of three acres of conserved farmland to one acre of converted land and replacement of other types of farmland at a ratio of two acres to one; small projects of less than 20 acres may pay an in-lieu fee rather than conserve farmland directly. While the WRTP Specific Plan would comply with City and County municipal code requirements for the loss of farmland that require permanent protection of agricultural land proportional to that proposed for conversion to urban use, 1:1 for the City and 3:1 for the County, as detailed, above, no new farmland would be made available, and a net loss of Important Farmland would occur as a result of development under the WRTP Specific Plan. This impact is considered significant.

All feasible mitigation in the form of policies in the 2035 General Plan, as well as the City's Municipal Code Chapter 15.33 and Yolo County Code Section 8-2.404 and 8-2.405, are presented herein. No additional feasible mitigation measures are available that would avoid this impact without fundamentally changing the purpose of the WRTP Specific Plan. Therefore, and consistent with the findings in the 2035 General Plan and CAP EIR, impacts related to the conversion of Important Farmland to urban uses would be significant and unavoidable.

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts. (Draft EIR, pp. 3.2-16 through 3.2-18.)

Impact 3.2-3. Conflict with Existing On-Site and Off-Site Agricultural Operations.

Finding: Implementation of the WRTP Specific Plan would locate residential land uses adjacent to existing on-site and off-site agricultural lands, resulting in potential conflicts with adjacent agricultural operations. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant.

As discussed in the 2035 General Plan and CAP EIR Impact 4.2-1 (pages 4.2-38 through 4.2-41) (City of Woodland 2016), urban development can result in direct and indirect impacts on agricultural. Urban development has the potential to divide large tracts of agricultural land leaving smaller, less viable tracts of land for farming. Urban development can result in conflicts at the urban edge with adjacent agricultural practices, and lead to restrictions on the use of agricultural chemicals, complaints regarding noise, dust and odors, trespassing, and vandalism. The Yolo County Agricultural Commissioner requires a buffer between pesticide application and environmentally sensitive areas, including residential developments, as explained in the Regulatory Framework. Unless otherwise provided, the farmer has responsibility for providing this buffer, and therefore the buffer potentially limits the amount of land that can be used for agriculture. These conflicts may increase costs of agricultural operations and, together with other factors, encourage the conversion of additional farmland to urban uses. In addition, urban growth may increasingly compete with agriculture for the use of water resources and may conflict with farm-to-market use and/or operational use of area roadways.

The 2035 General Plan and CAP EIR concluded that impacts related to conflicts with existing agricultural operations and urban land uses would be significant. The 2035 General Plan includes policies to support agriculture in Woodland and minimize conflicts between urban and agricultural uses. 2035 General Plan Policy 7.C.4 requires the City to ensure that urban development within the ULL does not affect the economic viability of adjacent farms outside of the ULL. 2035 General Plan Policies 4.G.2 and 4.C.9 help strengthen specific segments of the agricultural industry and explicitly supports the continuation and development of the agricultural industry in Woodland, and Policy 8.G.10 requires the City's support for both the City's and the County's right to farm ordinances. Policy 7.C.2 helps protect existing agriculture within the ULL. Although proposed policies will reduce the impact that development and other changes to the existing environment would have on existing agricultural uses and support the continued viability of the agricultural industry in Woodland, it cannot be guaranteed that farmland would not be indirectly impacted by development envisioned in the 2035 General Plan. Mitigation Measure 4.2-3 recommending new General Plan Policy 7.C.5 (requiring new development that occurs at the edge of the ULL to be set back a minimum of 150 feet from adjacent agricultural land where possible) was adopted as part of the 2035 General Plan. However, the 2035 General Plan and CAP EIR concluded that there is no additional feasible mitigation available that would mitigate the potential conflicts of future development with existing agricultural uses, and the impact was significant and unavoidable. The WRTP Specific Plan is consistent with 2035 General Plan Policies 7.C.2, 7.C.4, 4.C.9 and 4.G.2, which support existing agricultural uses and the development of agricultural-related industries.

As noted in Impact 3.2-1, development of the WRTP Specific Plan Area is envisioned as part of the 2035 General Plan and would occur in phases; Chapter 3 of the WRTP Specific Plan states that "existing agricultural uses may be permitted to continue until the area is required for the development of infrastructure or other allowed uses. Agricultural operations shall comply with applicable local, state, and federal laws and regulations." As discussed in Chapter 2 of the EIR, the City anticipates that agricultural-related research will be a major focus at the WRTP Specific Plan. In addition, one of the WRTP Specific Plan's Guiding Principles would be to take positive advantage of the existing and thriving seed, food, and agricultural-based industries currently located and doing business in and around Woodland. Chapter 9.52, "Right to Farm," of the Woodland Municipal Code protects the rights of agricultural property owners and farmers to continue agricultural operations on their land, even if it is adjacent to other land uses. The ordinance requires a right-to-farm deed restriction on any transfer of property within 500 feet of agricultural land or agricultural operations. The deed restriction notifies prospective purchasers and users of property near or adjacent to agricultural operations of the sounds, odors, dust and chemicals that may accompany agricultural operations. The Right to Farm ordinance also establishes a procedure for settling disputes regarding

agricultural operations. Residential land uses would be developed in phases on the WRTP Specific Plan Area and agricultural production could potentially continue within the WRTP Specific Plan Area until these lands are ready to be developed, resulting in potential conflicts when the development edge is adjacent to ongoing agricultural operations on undeveloped portions of the WRTP Specific Plan Area. No buffers or other features are proposed, other than those encouraged by the WRTP Specific Plan, that would separate urban land uses from ongoing agricultural operations on undeveloped portions of the WRTP Specific Plan Area, resulting in potential agricultural-urban interface conflicts. However, these conflicts would be resolved as the WRTP Specific Plan Area is developed to urban uses. In addition, land use conflicts could occur where the development edge within the WRTP Specific Plan Area is adjacent to off-site agricultural operations south of the WRTP Specific Plan Area along the ULL.

In order to be consistent with 2035 General Plan Policy 7.C.5, which implements the 2035 General Plan and CAP EIR Mitigation Measure 4.2-3, the WRTP Specific Plan policy encourages a minimum 150-foot buffer, where feasible, along the southern edge of the Plan Area, adjacent to agricultural lands along the ULL, as stated in the WRTP Specific Plan Policies in section 2.2.3 of the WRTP Specific Plan as well as in the Site Development Standards detailed in Section 3.4 of the WRTP Specific Plan. Buffers may include parking, streets, bike/pedestrian multi-use trails, shipping/receiving yards, stormwater management uses/facilities, or uses. Additionally, uses consistent and compatible with agricultural uses, such as agricultural field research or similar (i.e. greenhouses, field research offices, community gardens or agricultural uses/structures), are permitted within the agricultural buffer. Areas identified for medium density residential development in the southeastern corner of the WRTP Specific Plan Area along the border of the ULL would be buffered from on-going agricultural operations by an on-site detention pond and the 4-acre South Regional Pond south of the WRTP Specific Plan Area. These buffers would reduce the conflicts associated with on-going offsite agricultural operations within the ULL. Prospective residents within 500 feet of agricultural uses would be notified of potential land use conflicts associated with agricultural activities as required by the Chapter 9.52, "Right to Farm," of the Woodland Municipal Code and a buffer zone would be established between the edge of development and adjacent off-site agricultural land. Conflicts could still occur between agricultural and urban land uses, particularly in areas where the development edge is adjacent to ongoing agricultural operations on undeveloped portions of the WRTP Specific Plan Area. This impact is considered significant.

All feasible mitigation in the form of policies and programs in the 2035 General Plan are presented herein. No additional feasible mitigation measures are available that would avoid this impact without fundamentally changing the purpose of the WRTP Specific Plan. Therefore, and consistent with the findings in the 2035 General Plan and CAP EIR, this impact would be significant and unavoidable.

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts. (Draft EIR, pp. 3.2-19 through 3.2-21.)

AIR QUALITY

Impact 3.3-1. Conflict with or Obstruct Implementation of the Applicable Air Quality Plan.

Finding: YSAQMD and other air districts in the Sacramento Valley Air Basin (SVAB) developed air quality plans to enable the region to achieve attainment of the national ambient air quality standards (NAAQS) and California ambient air quality standards (CAAQS) for ozone and PM. These air quality plans are based on an inventory of

existing emission sources, as well as projections about the future level of land use development in the SVAB. Because the levels of growth associated with the construction and operation of future land uses anticipated under the WRTP Specific Plan were not accounted for in these projections of emissions-generating activity, and emissions could exceed the YSAQMD quantitative thresholds for short-term and long-term emissions, the WRTP Specific Plan could conflict with or obstruct the applicable air quality plan. Consistent with the findings of the 2035 General Plan and CAP EIR, the impact is considered significant.

A project is non-conforming with an air quality plan if it conflicts with or delays implementation of any applicable attainment or maintenance plan. YSAQMD recommends that an evaluation for consistency with AQAP and SIP consider consistency with the AQAP and SIP population and vehicle use projections and AQAP and SIP transportation control measures, as well as a consideration of buffer zones around sources of odors and toxics (YSAQMD 2007). The most current update for YSAQMD AQAP to address the regional nonattainment status for CAAQS was adopted in July 2016. The most current plan for the Sacramento Federal Nonattainment Area, within which the WRTP Specific Plan Area is located and YSAQMD is included, is the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan updated in 2017. The AQAP specifically addresses the area's nonattainment status for ozone and, to a lesser extent, CO and PM10. The AQAP stresses attainment of ozone standards and focuses on strategies to reduce emissions of ozone precursors (ROG and NOX). The AQAP promotes active public involvement, enforcement of compliance with district rules and regulations, and public education in both the public and private sectors. It also urges development and promotion of transportation and land use programs designed to reduce vehicle miles traveled within the region and implementation of stationary- and mobile-source control measures. Emissions inventory forecasts for both the YSAQMD AQAP and the Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan incorporate population and VMT projections, in part, based on data from the SACOG Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) for the region. SACOG developed population and employment projections that inform transportation planning throughout the region and that are based, in part, on land use information from General Plans. According to the projections available to inform development of the most recently adopted air quality plans, the city's population was expected to increase to 66,041 people in 2035, the number of housing units to increase to 24,452, and employment in the city to increase to 33,368 jobs (City of Woodland 2013). As indicated in Table 4.10-4 of the 2035 General Plan and CAP EIR, the population, housing, and employment projections under the 2035 General Plan are higher than the SACOG projections for 2035. Although the WRTP Specific Plan Area was identified as a new growth area, SACOG growth projections at the time of development of the relevant air quality plans did not assume full development of the WRTP Specific Plan Area within the MTP planning horizon. The methodology and purpose of the City's estimate of development capacity under the 2035 General Plan is different from the methodology and purpose of SACOG's forecast for the purposes of the MTP/SCS. The SACOG projections are market-based growth estimates that project the amount and location of likely growth in the region based on a variety of socio-economic factors that are updated every four years. The City's General Plan and this WRTP Specific Plan serve as long-range planning tools that seek to create opportunities for growth and provide a range of land use options to encourage economic investment and promote other City policy objectives. Given these different purposes, it is expected that there would be variations in the growth forecasts between the two.

Future development and operations under the WRTP Specific Plan would be required to comply with all applicable rules and regulations, including YSAMD Rules and Regulations and permitting requirements for any stationary sources, adopted for the purposes of reducing air pollutant emissions and supporting regional attainment of the CAAQS and NAAQS pursuant to the AQAP and SIP. As detailed in Section 6.2.3 of the WRTP Specific Plan, a Comprehensive Transportation Demand Management strategy, in conjunction with key stakeholders that identifies

check-in points to demonstrate consistency, as well as a Mobility Hub Master Plan, shall be prepared no later than prior to the approval of the first development application or tentative map or as otherwise required by the City's Community Development Director. Similarly, coordination with the Yolo County Transportation District, Yolobus, and University of California, Davis, on policies of the WRTP Specific Plan will be required to ensure timely provision of transit service and appropriate funding mechanisms in place. As shown in Exhibit 4-2 of the WRTP Specific Plan, a network of bike/pedestrian trails connecting from a linear open space system throughout the WRTP Specific Plan Area provides access to planned businesses, commercial centers, and residential areas, as well as to the adjoining Spring Lake residential community. The detailed planning and policies of the WRTP Specific Plan are consistent with the intent of the transportation control measures of the AQAP and SIP to reduce regional mobilesource emissions of criteria air pollutants and ozone precursors. Adopted YSAQMD rules and regulations, as well as the YSAQMD-recommended thresholds of significance, have been developed with the intent to ensure continued attainment, or work toward attainment, of the NAAQS and CAAQS, consistent with the air quality plans. By exceeding the YSAQMD's mass emission thresholds, a project may be considered to conflict with or obstruct implementation of the YSAQMD air quality planning efforts. As detailed in Impact 3.3-2 below, construction and operation of future development under the WRTP Specific Plan could exceed the YSAQMD mass emissions thresholds of significance for criteria air pollutants and ozone precursors.

Although the WRTP Specific Plan is designed and includes polices to minimize air pollutant emissions, implementation of the WRTP Specific Plan would result in population growth beyond that contemplated under the current AQAP and SIP planning efforts, and short-term and long-term emissions generated by future development under the WRTP Specific Plan could exceed YSAQMD thresholds of significance. Therefore, implementation of the WRTP Specific Plan is considered to potentially conflict with the applicable air quality plans and, consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant.

Mitigation Measures Mitigation Measure 3.3-1a – Implement Mitigation Measures 3.3-2a through 3.3-2d

Significance after Mitigation: Mitigation Measure 3.3-2a would reduce emissions of fugitive dust PM and exhaust emissions that would be generated during construction of future development in the WRTP Specific Plan Area and off-site improvement areas. Implementation of Mitigation Measure 3.3-2b, would require the use of heavy-duty equipment powered with engines that meet CARB Tier 4 emissions standards, and thereby further reduce construction-related exhaust emissions, particularly NO_X. Mitigation Measure 3.3-2c would require the use of ultra-low volatile organic compound (VOC) architectural coatings in all possible applications during construction, thereby further reducing reactive organic gas (ROG) emissions from this construction-related source. Mitigation Measure 3.3-2d would reduce operational emissions of ROG and PM associated with wood burning stoves and fireplaces.

However, emissions of criteria air pollutants and precursors could still exceed significance thresholds. In addition, although the regional planning efforts and relevant air quality plans are updated on a regular basis and it is, therefore, reasonable to assume that future air quality plans will account for development of the WRTP Specific Plan Area, growth projections used for the purposes of the relevant air quality plans do not currently account for development of the WRTP Specific Plan Area. As such, implementation of the WRTP Specific Plan could conflict with or obstruct implementation of the applicable air quality plan. There are no additional feasible mitigation measures available to address this impact. This impact is significant and unavoidable. (Draft EIR, pp. 3.3-18 through 3.2-20.)

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts.

Impact 3.3-2. Result in a Cumulatively Considerable Net Increase of Criteria Air Pollutant and Precursor Emissions.

Finding (Construction): The WRTP Specific Plan Area was assumed as part of the land use development anticipated under the 2035 General Plan. However, the General Plan EIR assessed emissions for all proposed development within the City's Planning Area and not individually for the specific proposed land uses and implementation timeline of the WRTP Specific Plan. Due to the size of the WRTP Specific Plan Area and variability of land uses, as well as the uncertainty of the construction timing, it was assumed that different types of construction activities (i.e. site grading, trenching, asphalt paving, building construction, and application of architectural coatings) could occur simultaneously at various locations within the WRTP Specific Plan Area. Modeling of construction emissions was conducted for the year 2021, as this is assumed to be the earliest year during which construction would occur for the future development of the WRTP Specific Plan Area. For purposes of modeling emissions associated with construction of future development of the WRTP Specific Plan, it is conservatively assumed that up to 25 percent of all land uses within the WRTP Specific Plan Area could be developed within the earliest possible construction year (2021).

Based on the conservative assumptions made for the purpose of this analysis, emissions associated with construction for implementation of the WRTP Specific Plan and off-site South Regional Pond could exceed YSAQMD thresholds of significance. The Caltrans Off-site Improvement Area is not anticipated to be constructed in the first year of construction, but was conservatively modeled using emissions factor for this earliest year. While it would not on its own exceed the YSAQMD thresholds of significance, in conjunction with other development within the WRTP Specific Plan Area, it could result in an exceedance of YSAQMD PM_{10} threshold. IThus, construction of future development within the WRTP Specific Plan Area and off-site improvement areas could exceed or contribute substantially to an existing or projected air quality violation due to incremental contribution to PM and ozone precursor emissions. The YSAQMD thresholds of significance are considered the allowable amount of emissions each project can generate without resulting in a cumulatively considerable net increase of criteria air pollutants and precursor emissions. Consequently, because implementation of the WRTP Specific Plan, including the construction of off-site improvement areas, could generate construction-related emissions that exceed the YSAQMD thresholds, this impact is considered significant. (Draft EIR, pp. 3.3-20 through 3.2-31.)

Mitigation Measure 3.3-2a – Implement Construction Best Management Practices.

New development shall incorporate the following construction best management practices, those included in an updated set of mitigation recommendations prepared by the YSAQMD, or those determined by the City to be as effective:

a. Water all active construction areas at least twice daily.

b. Haul trucks shall maintain at least two feet of freeboard.

c. Cover all trucks hauling soil, sand, and other loose materials.

d. Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut-and-fill operations and hydroseed area.

e. Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).

f. Plant vegetative ground cover in disturbed areas as soon as possible.

g. Cover inactive storage piles.

h. Sweep streets if visible soil material is carried out from the construction site.

i. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel.

j. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum.

k. Use alternative power source, such as electricity, for construction equipment or use reformulated and emulsified fuels, incorporate catalyst and filtration technologies, and generally modernize the equipment fleet with cleaner and newer engines.

Mitigation Measure 3.3-2b: Construction-Related Mobile Emissions Reductions for NO_X and PM_{10} Emissions (as revised in Chapter 3, "Errata," of the Final EIR).

a. Construction contractors shall adhere to the following requirements: a. Maintain all construction equipment properly according to manufacturer's specifications.

b. Fuel all off-road and portable diesel-powered equipment with CARB-certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).

c. For all off-road heavy-duty equipment greater than 50 horsepower, utilize equipment that meet or exceed CARB's Tier 4 Final standards for off-road heavy-duty diesel engines.

d. Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier 4 Final engines, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

e. Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.

f. Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.

g. Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.

h. Limiting the amount of daily grading disturbance area. Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.

i. Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.

j. Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.

k. Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.

l. Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

Mitigation Measure 3.3-2c: Require the Use of Ultra-Low VOC (10 grams per liter [g/L] or less) Architectural Coatings for Construction-related Application

Construction contractors shall be required to use architectural coatings that are ultra-low VOC (10 g/L or less) in all possible applications. These products are identified by manufacturers as "super-compliant." For construction-related applications, the product manufacturer, product name, product code, and intended use shall be identified on the construction design drawings for approval prior to the issuance of a building permit.

Significance after Mitigation (Construction): As proposed within the 2035 General Plan and CAP EIR, Mitigation Measures 3.3-2a is consistent with General Plan Policy 7.F.2 and would reduce potentially significant impacts related to fugitive dust PM and exhaust emissions that would be generated during construction of future development in the WRTP Specific Plan Area and off-site improvement areas. Mitigation Measure 3.3-2a will reduce construction-related emissions impacts. These dust control BMPs are identified by YSAQMD and the effectiveness of such practices is estimated to range from 4 up to 99 percent effective, depending on the details of the site and project at hand (YSAQMD 2007). When multiple measures are applied to the same source of particulates, the effectiveness of a second measure would be based on the amount of dust that remains after implementing the first measure. Implementation of Mitigation Measure 3.3-2b, would require the use of heavy-duty equipment powered with engines that meet CARB Tier 4 emissions standards, and thereby further reduce construction-related exhaust emissions generated from use of heavy-duty construction equipment. Mitigation Measure 3.3-2c would require the use of ultra-low VOC architectural coatings in all possible applications during construction, thereby further reducing ROG emissions from this construction-related source. All construction contractors would comply with the California Code of Regulations Title 14, Sections 2449(d) and 2485, which would limit heavy-duty construction truck and equipment idling time to five minutes or less. In addition, according to the YSAQMD Air Quality Handbook, all incremental emission sources must be mitigated to the greatest extent possible in order to achieve and maintain ambient air quality standards. Implementation of Mitigation Measures 3.3-2a, 3.3-2b and 3.3-2c would substantially reduce PM and ozone precursor emissions. Annual emissions of ROG and NO_X are anticipated to be less than YSAQMD thresholds of significance, which is a result of Mitigation Measure 3.3-2b (use of Tier 4 equipment) and Mitigation Measure 3.3-2c (use of ultra-low VOC architectural coatings). However, PM_{10} emissions would still exceed YSAQMD thresholds. In addition, although ROG emissions would be reduced substantially as a result of implementation of Mitigation Measure 3.3-2c to use ultra-low VOC architectural coatings wherever possible, there may be instances in which the necessary application is not available as an ultra-low VOC product, and emissions could be higher than modeled. However, even without the use of ultra-low VOC architectural coatings, implementation of Mitigation Measures 3.3-2 a and 3.3-2b, alone, reduces emissions to just over 10 tons per year, so use of ultra-low VOC architectural coatings for the majority of

applications, with some required use of higher VOC architectural coatings, would still substantially reduce ROG emissions from construction to below the YSAQMD annual threshold for ROG. Because the assumptions used to estimate potential construction-related emissions are conservative, it is possible that construction related to implementation of the WRTP Specific Plan would not exceed YSAQMD thresholds of significance. However, since the timing and level of construction activities each year is unknown, it is not possible to refine these assumptions and determine the extent to which additional reduction strategies are feasible or would result in emission reductions. Therefore, it is conservatively assumed that construction-related emissions could exceed significance thresholds and, consistent with the findings of the 2035 General Plan and CAP EIR, this impact is significant and unavoidable.

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts.

Finding (Operation): Development of the WRTP Specific Plan Area was assumed as part of the development anticipated under the 2035 General Plan. However, the General Plan EIR assessed emissions for all proposed development within the City's Planning Area and not individually for the anticipated land uses and implementation timeline of the WRTP Specific Plan. Buildout of the WRTP Specific Plan is anticipated to occur in phases over approximately two decades. For purposes of modeling emissions associated with operation of future development of the WRTP Specific Plan, full operations are modeled for the year 2035, consistent with the City's planning horizon of the 2035 General Plan; this is considered a conservative assumption, as it is unlikely that the entire Specific Plan will be built out in 2035 and emissions from building operations and mobile sources would likely be reduced in future years due to increasingly stringent regulatory requirements and technological advances to reduce emissions.

Operations of proposed development under the WRTP Specific Plan would generate long-term emissions that would exceed YSAQMD thresholds of significance. Area emissions and related threshold exceedances of ROG and PM_{10} are primarily driven by the assumed use of wood burning fireplaces in new residential developments. The NO_X threshold exceedance is driven by mobile source emissions. As detailed in Section 3.5.4 of the Climate Change, Greenhouse Gas Emissions & Energy section of the EIR, implementation of the WRTP Specific Plan would achieve a 10 percent reduction in VMT; this would be achieved through a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (TDM/VMT Program) to be prepared prior to approval of the first development application of tentative map. As the TDM/VMT Program may include a range of transportation strategies, programs, facilities, or services for the purpose of VMT reduction, it is speculative at this time to attempt to quantify the reduction in criteria air pollutant emissions that would be achieved.

The YSAQMD thresholds of significance are considered the allowable amount of emissions each project can generate without resulting in a cumulatively considerable net increase of criteria air pollutants and precursor emissions. Consequently, because operational activities associated with buildout of the WRTP Specific Plan could generate emissions that exceed the YSAQMD thresholds, this impact is considered significant.

In addition to the emissions from mobile, energy, and area sources, it is possible that operational activities within the WRTP Specific Plan Area could include new stationary sources, which also generate long-term operational emissions. For example, agricultural processing and manufacturing uses, which are a conditionally allowed use, could potentially include stationary emissions sources. Any such stationary sources would be required to obtain permits from YSAQMD, which are issued with the intent of reducing air pollution and attaining (or maintaining) the ambient air quality standards. Permitted stationary-source facilities are required to implement BACT, which

may include the installation of emissions control equipment or implementation of administrative practices to reduce emissions. Stationary-source facilities may also be required to offset their emissions of criteria air pollutants in order to be permitted. Information on operations of stationary sources within the WRTP Specific Plan Area is not available at this time and associated emissions have not been estimated.

While compliance with YSAQMD and WRTP Specific Plan policies and implementation of land use planning strategies to reduce VMT would reduce overall operational emissions, emissions associated with operations of future development of the WRTP Specific Plan could exceed or contribute substantially to an existing or projected air quality violation. This impact is considered significant.

Health effects associated with ozone include respiratory symptoms, worsening of lung disease, and damage to lung tissue. In 2020, SMAQMD published Guidance to Address the Friant Ranch Ruling for CEQA Projects in the Sac Metro Air District, which provides a screening level analysis estimating the health effects of criteria ai pollutants and their precursors, as well as provides guidance for conducting a health effects analysis of a project that satisfies the requirements of the Friant Ranch court decision. Modeling results using this guidance support a conclusion that the WRTP Specific Plan does not, on its own, lead to sizeable regional health effects from the emissions of criteria air pollutants and precursors. However, as the ROG emissions are well above the screening tool maximum limits, and emissions overall exceed the YSAQMD thresholds of significance set with consideration of attaining the CAAQS and NAAQS for the region, implementation of the WRTP Specific Plan could result in a cumulatively considerable net increase of emissions of criteria air pollutants for the region and this impact is considered potentially significant. (Draft EIR, pp. 3.3-20 through 3.2-31.)

Mitigation Measure 3.3-2d: Ban Wood-burning Stoves and Fireplaces in New Development

Wood burning or pellet stoves and fireplaces shall not be permitted. Natural gas or propane fired fireplaces shall be clearly delineated on plans submitted to obtain building permits.

Significance after Mitigation (Operation): Implementation of Mitigation Measure 3.3-2d would reduce area source emission, particularly ROG and PM. Mitigated emissions are substantially reduced compared to unmitigated. The mobile source emissions estimates would likely be lower than as estimated due to the WRTP Specific Plan's TDM/VMT Program. However, because the specific development projects within the WRTP Specific Plan Area cannot be defined at the time of this analysis, precise effectiveness and feasibility of these measures cannot be determined for individual future projects, and operational emissions of criteria air pollutants and precursors could still exceed significance thresholds. As such, operational emissions could exceed or contribute substantially to an existing or projected air quality violation and thereby could conflict with or obstruct implementation of the applicable air quality plan. There are no additional feasible mitigation measures available to address this impact. Therefore, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact is significant and unavoidable.

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts.

Criteria air pollutantant emissions would be substantially reduced as a result of implementation of Mitigation Measures 3.3-2a through 3.3-2d. In particular, long-term maximum daily ROG emissions would be reduced to 202 pounds per day, NO_X to 383 pounds per day, and $PM_{2.5}$ to 126 pounds per day. These emissions would fall within the SMAQMD Strategic Area Project Health Screening Tool limits. When applying these maximum daily emissions

estimates for the strategic growth area location of Woodland, the screening tool estimates that an increase of 0.65 premature deaths per year or a 0.0015-percent increase from background health incidences across the five-area-district region due to the increase in PM concentrations, and 0.082 premature deaths per year or a 0.00027-percent increase from background health incidences across the five-area-district region due an increase in ozone. Criteria air pollutants generated as a result of the proposed WRTP Specific Plan would not result in the exposure of sensitive receptors to substantial criteria air pollutant concentrations and this impact would be less than significant with mitigation.

CULTURAL AND TRIBAL CULTURAL RESOURCES

Impact 3.6-1. Cause a Substantial Adverse Change in the Significance of Archaeological Resources as defined in CEQA Guidelines Section 15064.5.

Finding: The WRTP Specific Plan plans for the construction of new buildings and structures. Although there are no previously recorded archaeological resources within the WRTP Specific Plan Area or off-site improvement areas, implementation of the WRTP Specific Plan has the potential to damage or destroy subsurface archaeological resources that may qualify as archaeological resources under CEQA. The significance of such resources could be materially impaired because their ability to convey significance could be destroyed or diminished. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant.

The 2035 General Plan and CAP EIR (pages 4.6-21 to 4.6-23) discusses potential impacts related to the discovery of archaeological resources from implementation of the General Plan. The 2035 General Plan EIR identifies existing regulations and includes 2035 General Plan Goal 7.E and Policies 7.E.1, 7.E.2, and 7.E.3 that would reduce impacts to unanticipated finds. However, the 2035 General Plan and CAP EIR determined that potential impacts to previously undiscovered archaeological resources could be significant and, even with implementation of Mitigation Measure 4.6-1d, the impact would be significant and unavoidable. Implementation of the WRTP Specific Plan, inclusive of off-site improvement areas, could result in significant impacts to archaeological resources through either direct physical impacts or by changes to the setting. Direct physical impacts would result from activity such as excavation, demolition, grading, or ground compaction required for construction of new land uses. For resources that qualify as archaeological resources, such damage would be significant if it diminished the qualities that contribute to the significance of these resources. Changes to the setting would occur where new land uses and built environment features are placed on rural, undeveloped land. Changes to the setting could result in significant impacts where the natural or undeveloped setting forms part of the significance or integrity of a resource. Though record searches did not identify known archaeological resources in the WRTP Specific Plan Area or off-site improvement areas, the broader area does have an elevated sensitivity for archaeological resources, due to the long-standing Native American inhabitation and past historical agricultural and settlement uses. It is reasonable to assume that the area may contain resources not yet identified but that would qualify as archaeological resources under CEQA. Ground-disturbing construction would result from buildout in the WRTP Specific Plan Area and off-site improvement areas. These areas have historically been used for, and are currently utilized primarily for, agricultural purposes consisting of relatively large, rural, open, and minimally developed parcels and agricultural fields. In these areas, implementation of the WRTP Specific Plan would involve development of a mix of uses, including research and technology facilities, light industrial, commercial, retail and residential uses, public facilities (e.g., schools and parks), supporting infrastructure (e.g. roadways, utilities), and preserved open space that may also include some habitat restoration activities. Off-site improvements include the proposed South Regional Pond (a stormwater detention pond) within an agricultural field adjacent to, but south of, the WRTP Specific Plan Area, which was not

considered in the 2035 General Plan and CAP EIR, and the Caltrans Off-site Improvement Area. There is a moderate to low likelihood that archaeological resources may be present in the WRTP Specific Plan Area and South Regional Pond off-site area and implementation of the WRTP Specific Plan has the potential to affect such unidentified archaeological resources through ground-disturbing activities. The Caltrans Intersection Off-site Improvement Area is assumed to be imported fill with no archaeological sensitivity. With implementation of policies in the 2035 General Plan and CAP EIR, combined with current laws, regulations, and policies, including Public Resources Code 5097, the impact on cultural resources would be reduced. However, implementation of the WRTP Specific Plan would involve grading, trenching, excavation, soil stockpiling, and other earthmoving activities that could impact previously unknown archaeological resources. Potential impacts to previously undiscovered archaeological resources are considered potentially significant.

Mitigation Measure 3.6-1: Treatment of Unanticipated Archaeological Discoveries

Project applicants for future projects proposed under the WRTP Specific Plan would be required to implement the following procedures during and ground-disturbing activities:

a. Prior to ground-disturbing activities necessary to implement proposed development and infrastructure projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric cultural resources that may be discovered during project implementation.

b. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 150 feet of the resources shall be halted and a qualified archaeologist shall be consulted within 24 hours to assess the significance of the find, according to CEQA Guidelines Section 15064.5, and implement, as applicable, CEQA Guidelines Sections 15064.5(d), (e), and (f).

c. If any find is determined to be a unique archaeological resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist shall meet to determine the appropriate avoidance measures or other appropriate mitigation. Cultural resources shall be recorded on appropriate Department of Parks and Recreation forms, and all significant cultural materials recovered shall be, as necessary and at the discretion of the qualified archaeologist and in consultation with the local Native American community if the discovery is prehistoric in age, subject to scientific analysis, professional curation, and documentation according to professional standards. If it is determined that the proposed development or infrastructure project could damage a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines), mitigation shall be implemented in accordance with Section 21083.2 of the California Public Resources Code and CEQA Guidelines Section 15126.4, with a preference for preservation in place. Work may proceed on other parts of the project site while mitigation for historical resources or unique archaeological resources is being carried out. Preservation in place may be accomplished by planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement.

d. If avoidance is not feasible, the qualified archaeologist shall develop and oversee the execution of a treatment plan. The treatment plan shall include, but shall not be limited to, data recovery procedures

based on location and type of archaeological resources discovered and a preparation and submittal of report of findings to the Northwest Information Center of the California Historical Resources Information System. Data recovery shall be designed to recover the significant information the archaeological resource is expected to contain, based on the scientific/historical research questions that are applicable to the resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable resource questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by project proponents' actions. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical.

Significance after Mitigation: Implementation of Mitigation Measure 3.6-1 provides for the identification and evaluation in the case that a potential archaeological resource is discovered during ground disturbing activities associated with construction of future projects under the WRTP Specific Plan, as well as for the assessment of potential impacts to such resources and the development of mitigation strategies.

Although Mitigation Measure 3.6-1 will help to avoid impacts to archaeological resources and minimize the severity of potentially significant impacts associated with implementation of the WRTP Specific Plan, impacts may occur that cannot be reduced to a less-than-significant level through mitigation. Beyond existing regulations that protect cultural resources and the proposed mitigation, no further mitigation is available. Consistent with findings of the 2035 General Plan and CAP EIR, this impact is considered significant and unavoidable. (Draft EIR, pp. 3.6-11 through 3.6-14.)

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts.

NOISE AND VIBRATION

Impact 3.11-1. Generation of a Substantial Temporary (Construction-related) Increase in Ambient Noise Levels in the Vicinity of the Project in Excess of Standards Established in the Local General Plan or Noise Ordinance, or Applicable Standards of Other Agencies.

Finding: Future development and implementation of the WRTP Specific Plan would result in exposure of existing and anticipated noise sensitive land uses (if occupied during construction of the remaining properties within the WRTP Specific Plan Area) to noticeable increases from construction activities. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant**.**

The 2035 General Plan and CAP EIR (pages 4.11-47 to 4.11-51) discusses construction noise impacts resulting from construction activities that occur during noise-sensitive times of the day (early morning, evening, or nighttime hours), and when the construction occurs in areas immediately adjoining noise sensitive land uses, or when construction durations last over extended periods of time, and when construction noise occurs in new growth areas, including the City's Specific Plan Areas. The EIR noted that, while most portions of the WRTP Specific Plan Areas are not directly adjacent to existing noise-sensitive uses, they have the ability to accommodate planned noisesensitive uses, and depending on the timing and location of development, the Specific Plans, including SP-1, could have construction noise occurring near locations that have been developed with noise-sensitive land uses. As

discussed in the 2035 General Plan and CAP EIR, without noise control, typical noise levels generated by large pieces of earth-moving equipment, such as graders, excavators, and dozers, range from approximately 80 dB Leq to 90 dB Leq, measured at a distance of 50 feet, as shown in Table 3.11-6 (assuming no pile driving is required, which would be atypical) (EPA 1971); should the installation of piles for foundations be required, this type of construction activity could produce noise levels of approximately 105 dB Leq at 50 feet. Noise from localized point sources (such as construction sites) typically decrease at a rate of approximately 6 dB with each doubling of distance between the noise source and receptor. Intervening structures would provide shielding from the noise source, resulting in lower noise levels; however, these reductions would vary and are not quantifiable at the plan level. Therefore, the 2035 General Plan and CAP EIR determined that construction within the City's Planning Area could result in the temporary exposure of sensitive receptors to noise levels that would exceed the City's then-existing standards of 45 dB Leq nighttime, 50 dB Leq daytime, 65 dB Lmax nighttime, 70 dB Lmax daytime (as shown in Table 3.11-5, the 2035 General Plan increased daytime standards to 60dB Leq and 75 dB Lmax). Even with implementation of noisemitigating practices incorporated into construction of future development within the City's Planning Area (now Implementation Program 8.13 of the 2035 General Plan), the 2035 General Plan and CAP EIR determined that that there could still be a noticeable temporary increase in noise levels for noise-sensitive uses that are adjacent to construction sites, and the impact was determined to be significant and unavoidable.

Construction activities anticipated within the WRTP Specific Plan Area are consistent with those analyzed in the 2035 General Plan and CAP EIR, but also took into consideration construction of the off-site improvements and sensitive land uses that have been constructed or are planned for construction within the Spring Lake Specific Plan Area. With respect to increase above existing ambient noise levels, as shown in Table 3.11-2 measurement LT-01 represents the WRTP Specific Plan Area south of CR 25A, and Measurement LT-02 represents the WRTP Specific Plan Area north of CR 25A. The measured daytime average ambient noise levels at LT-01 and LT-02 are 48 dB Leq (70 dB Lmax) and 55 dB Leq (93 dB Lmax), respectively. The measured nighttime average ambient noise levels at LT01 and LT-02 are 49 dB Leq (66 dB Lmax) and 54 dB Leq (71 dB Lmax), respectively. Construction activities associated with development of the WRTP Specific Plan Area and off-site improvement areas would substantially increase noise-levels above existing ambient conditions. Construction activities within the WRTP Specific Plan Area are anticipated along the eastern and northern boundaries adjacent to existing and potential future residences associated with the Spring Lake development. In addition, as development of the WRTP Specific Plan Area proceeds, construction activities could take place in proximity to future sensitive land uses within the WRTP Specific Plan Area. With respect to the Caltrans Off-site Improvement Area, the nearest construction would occur within approximately 120 feet of the residence southwest of the SR 113/CR 25A interchange. At this distance, assuming an approximately 6dB decrease in noise from construction equipment with each doubling of distance, the estimated average 80 to 90 dB generated by potential construction equipment at 50 feet could still exceed 75 dB. Therefore, construction activities within the WRTP Specific Plan Area and off-site improvement areas could result in exposure of existing and future noise-sensitive land uses to noticeable increases in noise levels. If construction activities were to occur during more noise-sensitive hours, construction source noise levels could also result in annoyance and/or sleep disruption to occupants of existing and proposed noise-sensitive land uses, and could create a substantial temporary increase in ambient noise levels. Section 9.28.090 of the City's Municipal Code limits noisy construction activities within or near residential areas to weekdays and Saturdays between 7:00 A.M. and 6:00 P.M. and Sundays between 9:00 A.M. and 6:00 P.M. Land use and development under the WRTP Specific Plan will comply with all applicable regulations, including the City's Municipal Code. Compliance with the City's Municipal Code and implementation of the performance standards of the WRTP Specific Plan, which are consistent with the 2035 General Plan policies and Implementation Programs, would reduce the potential for significant noise exposure

impacts from the implementation of the WRTP Specific Plan. However, there could still be a noticeable temporary increase above ambient noise levels for noisesensitive uses that are adjacent to future construction sites. This impact is considered significant.

Mitigation Measure 3.11-1– Implement Construction Noise Reduction Strategies (as revised in Chapter 3, "Errata," of the Final EIR)

a. Demolition, construction, site preparation, and related activities that would generate noise perceptible at the property line of the subject property are limited to the hours between 7:00 A.M. and 6:00 P.M. on Monday through Saturday and between 9:00 A.M. and 6:00 P.M. on Sunday and federal holidays. The building inspector may issue an exception to this limitation on hours in cases of urgent necessity where the public health and safety will not be substantially impaired.

b. Idling times for noise-generating equipment used in demolition, construction, site preparation, and related activities shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to <u>two (2)</u>~~5~~ minutes.

c. <u>Where construction work is within 445 feet of properties with existing, occupied noise-sensitive uses, construction shall be prohibited on weekends and holidays and construction should start no earlier than 8 a.m.</u>

d. <u>Where non-residential construction work is within 445-feet of an existing off-site residence, installation of continuous noise curtains shall be required between the construction site and those residences.</u>

e. Demolition, construction, site preparation, and related activities that do not involve pile driving proposed within 445 feet from the edge of properties with existing, occupied noise-sensitive uses shall incorporate all feasible strategies to reduce noise exposure for noise-sensitive uses, including:

    - Provide written notice to all known occupied noise-sensitive uses within 400 feet of the edge of the project site boundary at least 2 weeks prior to the start of each construction phase of the construction schedule;
    - Ensure that construction equipment is properly maintained and equipped with noise control components, such as mufflers, in accordance with manufacturers' specifications;
    - Re-route construction equipment away from adjacent noise-sensitive uses;
    - Locate noisy construction equipment away from surrounding noise-sensitive uses;
    - Use sound aprons or temporary noise enclosures around noise-generating equipment;
    - Position storage of waste materials, earth, and other supplies in a manner that will function as a noise barrier for surrounding noise-sensitive uses;
    - Use the quietest practical type of equipment;
    - Use electric powered equipment instead of diesel or gasoline engine powered equipment;

- Use shrouding or shielding and intake and exhaust silencers/mufflers; and
- Other effective and feasible strategies to reduce construction noise exposure for surrounding noise-sensitive uses.

f. For construction of buildings that require the installation of piles, an alternative to installation of piles by hammering shall be used. This could include the use of augured holes for cast-in-place piles, installation through vibration or hydraulic insertion, or another low-noise technique.

Significance after Mitigation: Mitigation Measure 3.11-1 would reduce construction-related noise exposure. However, since the timing and specific details with regard to equipment use and intensity of future construction activities is unknown, it is not possible to quantify the noise reductions achievable by implementation of this mitigation. Therefore, there could still be a substantial temporary increase in noise levels for existing and future noise-sensitive uses in proximity to construction activities within the WRTP Specific Plan Area and off-site improvement areas, which could lead to adverse noise-related impacts.

The City has accepted the potentially significant outcome of construction noise as a trade-off for promoting compact development. This is communicated in the 2035 General Plan, including Policy 2.C.1, that promotes compact development patterns, mixed land use, and higher-development intensities that conserve land resources, reduce vehicle trips, improve air quality, and facilitate walking, bicycling, and transit use, but may result in some less desirable impacts, such as increased traffic, greater noise, reduced private residential open space, and reduced privacy than in lower density areas. The City acknowledges that temporary construction noise is a necessary byproduct of meeting the City's objectives for development, resource conservation, air quality and greenhouse gas emission reduction, and related topics. General Plan Policy 8.G.11 considers construction noise to be an acceptable impact that is an expected byproduct of planned growth, so long as the land use is consistent with the General Plan, and noise levels are consistent with the General Plan and Construction Noise Ordinance. Where growth and increased density is allowed pursuant to the City's General Plan, including the WRTP Specific Plan Area, these issues are acknowledged and accepted (please refer to Page 4.11-51 of the 2035 General Plan and CAP EIR for details). There are no additional policies that would reduce the potential environmental impact beyond the analysis presented above. There is no additional feasible mitigation. Therefore, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact is significant and unavoidable. (Draft EIR, pp. 3.11-20 through 3.11-24.)

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts.As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts.

Impact 3.11-2. Generation of a Substantial Permanent (Long-term Operations) Increase in Ambient Noise Levels in the Vicinity of the Project in Excess of Standards Established in the Local General Plan or Noise Ordinance, or Applicable Standards of Other Agencies.

Finding: Land uses contemplated under the WRTP Specific Plan could potentially expose existing or anticipated noise-sensitive uses to noise levels that exceed standards. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant.

The 2035 General Plan and CAP EIR (pages 4.11-51 to 4.11-60) analyzed long-term operational noise impacts resulting from the future development, with assumed development within the City's new growth areas, including the WRTP Specific Plan Area. The analysis determined that future development of noise-sensitive uses within the WRTP Specific Plan Area could occur adjacent to areas that are exposed to noise from transportation sources and from non-transportation noise sources, as well as in areas that either are currently exposed to or would be exposed to ambient noise levels that exceed the existing ambient exterior noise levels at noise-sensitive uses. The analysis also determined that future development would include the creation of long-term sources of noise that could increase noise levels above existing ambient levels. Although the General Plan policies were designed to avoid substantial disturbances to noise-sensitive receptors, the City anticipated that, despite implementation of feasible noise reduction strategies, noise-sensitive uses could be exposed to noise in exceedance of the City's standards, including noise generated by new development within the WRTP Specific Plan Area, and concluded in the 2035 General Plan and CAP EIR that impacts related to the generation of a permanent increase in ambient noise levels would be significant and unavoidable. As a necessary outcome of development allowed under the WRTP Specific Plan, long-term sources of noise would be created. Also, future development of noise-sensitive uses would occur in areas that either are currently exposed to or would be exposed to ambient noise levels that exceed the existing ambient exterior noise levels at noisesensitive uses. Table 3.11-2 shows the long-term measured ambient noise levels in the vicinity of the WRTP Specific Plan Area. Sources of ambient noise in the vicinity of the WRTP Specific Plan Area are vehicular traffic noise, non-transportation noise sources, as well as noise generated by landscape and building maintenance activities, mechanical equipment, solid waste collection, parking lots, commercial, office, residential, school, and recreation activities and events. As noted, the WRTP Specific Plan Area was assumed as part of the development anticipated under the 2035 General Plan. Land use contemplated by the WRTP Specific Plan is consistent with the vision of the General Plan for SP-1A and the 2035 General Plan Policy 2.L.2, which describes the intended land use concept for SP-1A. Although the off-site South Regional Pond was not specifically analyzed in the 2035 General Plan and CAP EIR, the operational noise associated with this land use is negligible as a passive open-space detention pond. Potential increases in noise levels associated with traffic at the SR 113/CR 25A interchange, with implementation of the proposed Caltrans interchange improvements, are detailed below as part of the discussion of "Transportation Noise."

Transportation Noise: Development under the WRTP Specific Plan would generate and attract vehicular traffic, which would increase traffic noise levels along existing and future roadways. Analysis in support of the 2035 General Plan and CAP EIR evaluated future highway and roadway (arterials, collectors and local roadways) noise levels anticipated with implementation of the 2035 General Plan, which included assumed development of the WRTP Specific Plan Area. Future noise levels were modeled for buildout of the General Plan in the year 2035 and accounted for traffic volumes assuming full development of the City's Planning Area, including all new growth areas. Based on noise modeling for these conditions, the 2035 General Plan and CAP EIR identified up to 14 roadway segments for which the change in noise levels due to traffic would be perceptible, and up to four roadway segments for which the change would be clearly noticeable (6 dB change or more) (Tables 4.11-11 and 4.11-12 of the 2035 General Plan and CAP EIR, City of Woodland 2017). The analysis also determined that noise-sensitive uses could be developed in areas where transportation-related noise could exceed City's noise standards. One such location proximate to the WRTP Specific Plan Area is along SR 113, at which existing noise levels for modeled segments within the Planning Area were between 75 Ldn and 76 Ldn. The nearest modeled roadway segment to the WRTP Specific Plan Area was on SR 113 south of East Gibson Road; at this location, existing transportation-related noise was modeled to be 76 Ldn and the future condition with implementation of the General Plan, including development of the WRTP Specific Plan Area, was modeled to be 77 Ldn. In order to more specifically evaluate

the traffic noise associated with the proposed roadway network under the WRTP Specific Plan, traffic noise was modeled using traffic study conducted in support of the EIR (see Appendix E, Transportation Impact Study, Fehr & Peers 2020). As shown in Tables 3.11-8a,b, there are several roadway segments associated with the WRTP Specific Plan's proposed circulation network for which the addition of vehicular trips would increase noise levels so that they would be perceptible (by at least 3 dB) and some roadways where the increase over existing conditions is anticipated to be clearly noticeable (by at least 5 dB). The predicted traffic noise levels shown in Tables 3.11-8a,b represent conservative potential noise exposure associated with roadways within and at the perimeter of the WRTP Specific Plan Area. In reality, noise levels may vary from that represented, since the calculations do not assume natural or artificial shielding or reflection from existing or proposed structures or variations in attenuation rates resulting from changes in intervening surfaces. In addition, noise levels would vary from day to day depending on factors such as local traffic volumes, speed, and meteorological conditions. Tables 3.11-8a,b lists the predicted distances to the 60 dB, 65 dB, and 70 dB Ldn traffic noise contours, and compares projected future traffic noise levels at proposed and existing roadways within and adjacent to the WRTP Specific Plan Area under the buildout of the WRTP Specific Plan to those under existing conditions. These contour distances are used to identify portions of the WRTP Specific Plan Area that could be subject to noise impacts. Table 3.11-9 compares projected future traffic noise levels from approved projects and buildout of the WRTP Specific Plan with existing traffic noise levels. This table provides an evaluation of the changes in traffic noise levels that would result from development of the WRTP Specific Plan and other approved projects. As shown in Tables 3.11-8a,b, traffic associated with implementation of the WRTP Specific Plan is expected to increase noise levels by 3 to 10 dB from existing condition. The increase of 10 dB would only occur along CR 25A from SR 113 NB Ramps to the proposed Road A; the WRTP Specific Plan land use designations adjacent to this roadway segment are Highway Commercial and Research and Technology Park, in which permitted uses would primarily not accommodate noise sensitive uses, except Highway Commercial does allow for hotels and the Research and Technology Park could accommodate daycare facilities. Also, as shown, existing plus project condition traffic noise would range from 61 to 68 dB at 100 feet. Therefore, traffic noise levels would not exceed the City's noise standards of 70 dB, as shown in Table 3.11-5, for noise-sensitive uses. Although transportation-related noise would be less than the City's standards at existing and planned roadways within and adjacent to the WRTP Specific Plan Area, future development of new noisesensitive land uses could occur under the WRTP Specific Plan within areas that are currently exposed to noise from transportation sources (e.g., west of SR 113). This impact is significant. Traffic noise due to improvement at the SR 113 and CR 25A interchange was not modeled\evaluated in this analysis. Traffic noise was not computed along SR 113 as the traffic study did not evaluate freeway volume increase along SR 113 due to the project and future conditions. However, Project-related traffic increase along SR 113 would not even cause doubling of the traffic volumes, in which case it would have only caused a 3 dB (barely perceptible) increase in traffic noise. Improvements to the SR 113 and CR 25A interchange would slightly increase traffic noise at the nearest sensitive receiver located to the southwest of the interchange. However, the traffic noise along SR 113 would be the dominant noise source and would mask the slight noise increase due to the interchange movements. Therefore, implementation of the SR 113/CR 25A interchange improvements would result in noise related impacts that are less than significant.

Stationary and Area Source Noise: The WRTP Specific Plan would accommodate a variety of land uses, including residential, commercial, retail, light industrial, research facilities within office complexes, open space and recreation; and institutional and public facilities (e.g., electrical substations, wastewater conveyance facilities, and school facilities). The long-term operation of these uses could result in stationary and area source noise from, but not limited to:

- landscape and building maintenance activities (e.g., hand tools, power tools, lawn and garden equipment);
- whistles, amplified voices, and other sounds associated with sporting or other organized activities;
- amplified music;
- mechanical equipment (e.g., pumps, generators heating, ventilation, and cooling systems);
- loading dock activities;
- parking lots;
- safety and warning devices;
- garbage collection; and
- other noise sources.

The 2035 General Plan and CAP EIR determined that the proposed intensification of land uses within the City's Planning Area would result in somewhat greater ambient noise levels. The General Plan included noise performance standards and required feasible mitigation to reduce the potential for significant noise exposure impacts. Performance Standard F of the WRTP Specific Plan (Section 3.3.2.) requires application of the noise-related provisions in Chapter 8 of the General Plan and applicable sections of the City of Woodland Municipal Code that relate to noise and nuisance considerations to all proposed projects within the WRTP Specific Plan Area. The noise provisions in Chapter 8 of the General Plan are detailed in Section 3.11.3, "Regulatory Framework," of the EIR, limiting the maximum noise levels at property lines to not exceed 70 dB Ldn. Similarly, Chapter 3 of the WRTP Specific Plan contains Design Standards and Design Guidelines for ensuring compatibility between adjacent uses with regard to noise and nuisance impacts. For example, Table 3.1 of the WRTP Specific Plan identifies permitted uses within each land use designation, with consideration for, among other factors, noise sources and revievers. Specific commercial and retail uses within the medium-density and highdensity residential zones are permitted as part of a mixed-use project along the perimeter of a subdivision/development project, but may be subject to, at the discretion of the Community Development Director, conditions that limit noise, odor, or other potential impacts to adjoining residential uses and/or the Director may elevate review/approval to a Zoning Administrator Permit or Conditional Use Permit. Similarly, Design Guidelines and Special Character Guidelines throughout Chapter 3 provide for building orientation and separation guidelines, as well as consideration of placement and orientation of noise-generating equipment, such as vents/fans and regrigeration units, to minimize potential noise levels at futuer noise-sensitive recievers. Finally, the guidelines provide for set back distances, landscaping, and other noise attenuating recommendations, and standards with regard to solid masonry or block wall, should the be required as a last resort measure for noise attenuation to achieve noise standards; as noted Section 3.5, "Design Standards and Design Guidelines," in the WRTP Specific Plan, sound walls are not expected to be required within the WRTP Specific Plan Area, except where necessary along SR 113 in locations where residential development is planned. The policies referenced above would reduce long-term noise exposure impacts by establishing noise compatibility standards and requiring new development to include certain measures and strategies to achieve acceptable noise environments, wherever feasible. Although the policies are designed to avoid substantial disturbances to noisesensitive receptors, despite implementation of feasible noise reduction strategies contained in Chapter 8 of the

General Plan and Chapter 3 of the WRTP Specific Plan, noise-sensitive uses could be exposed to noise generated by new development anticipated under the WRTP Specific Plan. This impact is significant.

Mitigation Measure 3.11-2– Reduce Noise Exposure from Transportation and Non-Transportation Sources

Future development within the WRTP Specific Plan Area shall be required to meet allowable outdoor and indoor noise exposure standards. Noise mitigation measures that may be approved to achieve these noise level targets include but are not limited to the following:

- Construct facades with sound insulation to achieve acceptable interior noise;
- Use sound-rated windows for primary sleeping and activity areas;
- Use sound-rated doors for all exterior entries at primary sleeping and activity areas;
- Use setbacks and/or sound barriers where applicable, feasible, and reasonable; • Use acoustic baffling of vents for chimneys, attic and gable ends;
- Install a mechanical ventilation system that provides fresh air under closed window conditions; and
- Maximize site design so that buildings shelter outdoor areas

Significance after Mitigation: Land use and development within the WRTP Specific Plan Area is subject to conformance with the permitted uses, the site development regulations, development standards, and design guidelines, as outlined in Chapter 3 of the WRTP Specific Plan and inclusive of the General Plan noise mitigating provisions and the City's Municipal Code noise performance standards. Development of the land use plan for the WRTP Specific Plan Area took into consideration land use-noise compatibility, including the potential for noise source and noise sensitive land uses, of allowable land uses within each land use designation and zoning classification. The WRTP Specific Plan requires noise performance standards be met, as outlined in Section 3.3.2 of the WRTP Specific Plan. These standards are consistent with the 2035 General Plan policies described above, and would reduce the potential for significant noise exposure impacts from the implementation of the WRTP Specific Plan. Mitigation Measure 3.11-2 would further ensure implementation of all noise mitigation features and strategies with future development. Although the WRTP Specific Plan policies and Mitigation Measure 3.11-2 are designed to avoid substantial disturbances to noise-sensitive receptors, because the exact location and design of future noise generating sources and noise-sensitive uses is unknown at this time, it cannot be demonstrated at this time that policies in the WRTP Specific Plan and would reduce impacts of the WRTP Specific Plan related to exposure of noise-sensitive uses to transportation- and non-transportation noise sources to a less-than-significant level. There is no additional feasible mitigation available. Therefore, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant and unavoidable. (Draft EIR, pp. 3.11-24 through 3.11-28.)

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts.As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts.

Impact 3.11-3. Generation of Vibration.

Finding: Construction of projects under the WRTP Specific Plan could cause temporary, short-term disruptive vibration for locations near sensitive receptors within and adjacent to the WRTP Specific Plan Area. Under the WRTP Specific Plan, new vibration-sensitive uses could locate in areas exposed to vibration. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant.

The 2035 General Plan and CAP EIR (pages 4.11-60 to 4.11-63) discusses vibration impacts resulting from operation and construction activities that occur in areas immediately adjoining vibration-sensitive land uses, and when construction vibration occurs in new growth areas, including the WRTP Specific Plan Areas. The 2035 General Plan and CAP EIR anticipated that existing and future vibration-sensitive receptors could be located within close proximity to construction sites that could generate temporary, short-term vibration levels from construction sources that exceed FTA's maximum-acceptable vibration standard of 80 VdB with respect to human response for residential uses (i.e., annoyance) at vibration-sensitive land uses. Table 3.11-7 provides vibration levels for typical construction equipment. If construction activities were to occur during more noise-sensitive hours, vibration from construction sources could annoy and/or disrupt the sleep of occupants of existing and proposed residences and expose persons to excessive groundborne vibration or groundborne noise levels. The 2035 General Plan and CAP EIR also acknowledged that vibration levels from future vibration sources associated with planned development, including within the WRTP Specific Plan Area, could exceed FTA's maximum-acceptable vibration standard of 80 VdB with respect to human response for residential uses (i.e., annoyance) at vibration-sensitive land uses. Vibration from future sources could annoy and/or disrupt the sleep of occupants of existing and proposed residences and expose persons to excessive groundborne vibration or groundborne noise levels if vibration-generating activities were to occur during more noise-sensitive hours. The 2035 General Plan and CAP EIR found that, even with implementation of mitigation that would reduce the level of impact associated with temporary construction-related vibration exposure for sensitive uses, and the potential for vibration levels in areas of new vibration-sensitive land uses, impacts may not be avoidable in all instances, and the impact was determined to be significant and unavoidable. Implementation of the WRTP Specific Plan would include construction and operation of future land uses within the WRTP Specific Plan Area and off-site improvement areas. Construction activities associated with the off-site improvements would be consistent with other construction proposed throughout the WRTP Specific Plan Area and anticipated under the 2035 General Plan. Implementation of the WRTP Specific Plan would result in no additional or different impact than disclosed in the analysis presented in the General Plan EIR, summarized below. Construction and demolition activities associated with the WRTP Specific Plan have the potential to result in varying degrees of temporary groundborne vibration, depending on the specific construction equipment used, the location of construction activities relative to sensitive receptors, and operations/activities involved. The required construction equipment for future proposed projects under the WRTP Specific Plan is not known at this time, but could include maximum generation of vibration from pile drivers, trucks, and bulldozers. According to the FTA, vibration levels associated with the use of such equipment would be approximately 0.089 in/sec PPV and 87 VdB at 25 feet, as shown in Table 3.11-7. Using FTA's recommended procedure for applying a propagation adjustment to these reference levels, predicted worst-case vibration levels with respected to construction related to improvements of SR 113 and Road 25A interchange, would be 67 VdB (0.008 in/sec PPV) at the nearest vibrationsensitive use which is located at approximately 120 feet to the southwest of the interchange. Also, the vibration levels would not exceed 0.2 in/sec PPV (Caltrans's recommended standard with respect to the prevention of structural damage for normal buildings) within the WRTP Specific Plan Area, but would exceed 80 VdB (FTA's maximum-acceptable vibration standard with respect to human annoyance for residential uses) within 60 feet of vibration-sensitive receptors. The WRTP Specific Plan provides for multi-story development integrated into the

various land use designations, as detailed in Section 3 of the WRTP Specific Plan. Therefore, while unlikely, it is possible that pile-driving could occur at some development sites. This type of construction activity could produce very high vibration levels of approximately 112 VdB (1.518 PPV) at 25 feet, as shown in Table 3.11-7. These vibration levels drop off at a rate of about 9 VdB per doubling of distance between the noise source and receptor. Vibration levels from construction sources could exceed FTA's maximum-acceptable vibration standard of 80 VdB with respect to human response for residential uses (i.e., annoyance) at vibration-sensitive land uses. More importantly, vibration from construction sources could annoy and/or disrupt the sleep of occupants of existing and proposed residences and expose persons to excessive groundborne vibration or groundborne noise levels if vibration-generating activities were to occur during more noise-sensitive hours. Therefore, vibration levels would exceed the established standards. This impact is potentially significant.

Mitigation Measure 3.11-3a – Implement Vibration Reduction Measures

a. New development that proposes the use of piles for foundations shall include all feasible measures necessary with the goal to ensure that vibration exposure for adjacent buildings is less than 0.5 peak particle velocity (PPV) and less than 80 vibration decibels (VdB) for adjacent vibration-sensitive uses and less than 0.2 PPV for adjacent historic buildings. These performance standards shall take into account the reduction in vibration exposure that would occur through coupling loss provided by each affected building structure. If it is determined necessary to avoid damage, the project applicant shall coordinate with the Chief Building Official to implement corrective actions, which may include, but is not limited to building protection or stabilization.

b. New developments that would generate substantial long-term vibration shall provide analysis and mitigation, as feasible, to achieve velocity levels, as experienced at habitable structures of vibration-sensitive land uses, of less than 80 vibration decibels.

Mitigation Measure 3.11-3b – Implement Mitigation Measure 3.11-1

Significance after Mitigation: Mitigation Measure 3.11-3a requires use of project-specific vibration mitigation measures (preparation of vibration analysis and implementation of vibration abatement measures, as necessary and to the greatest extent feasible) and best practices during construction to mitigate vibration impacts to sensitive land uses. Mitigation Measure 3.11-1 requires noise mitigation measures be implemented during construction, which, in many cases, would also reduce vibration-generation associated with construction activities. Implementation would reduce the potential for vibration levels in areas of new vibration-sensitive land uses and the level of impact associated with temporary construction-related vibration exposure for sensitive uses. However, since the timing and specific details with regard to equipment use and intensity of future construction activities is unknown, it is not possible to quantify the noise reductions achievable by implementation of this mitigation. Therefore, there could still be a substantial temporary increase in noise levels for existing and future noise-sensitive uses in proximity to construction activities within the WRTP Specific Plan Area and off-site improvement areas, which could lead to adverse noise-related impacts. There is no additional feasible mitigation.

Land use and development within the WRTP Specific Plan Area is subject to conformance with the permitted uses, the site development regulations, development standards and design guidelines, as outlined in Chapter 3 of the WRTP Specific Plan. The WRTP Specific Plan requires performance standards be met, as outlined in Section 3.3.2 of the WRTP Specific Plan. These standards are consistent with the 2035 General Plan policies described above,

and would reduce the potential vibration levels associated with implementation of the WRTP Specific Plan. However, because the exact location of future vibration generating sources and sensitive uses is unknown at this time, construction associated with future development of the WRTP Specific Plan could cause temporary, shortterm disruptive vibration for locations near sensitive receptors and planned vibration-sensitive uses could located in areas exposed to future vibration. There is no additional feasible mitigation. Therefore, and consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant and unavoidable. (Draft EIR, pp. 3.11-28 through 3.11-30.)

The impact would remain **significant and unavoidable**. As described in Section VII, specific social, economic, and environmental benefits of the Project outweigh the identified potential unavoidable significant impacts. As described in Section VII, specific social, economic, and environmental benefits of the proposed project outweigh the identified potential unavoidable significant impacts.

C. MANDATORY FINDINGS OF SIGNIFICANCE

CEQA Guidelines Section 15065(a) states that a project may have a significant effect on the environment when one of the following four conditions occurs:

(1) The project has the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory.

(2) The project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.

(3) The project has possible environmental effects that are individually limited but cumulatively considerable, which means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.

(4) The environmental effects of a project will cause substantial adverse effects on human beings, either directly or indirectly.

Section 15061(a)(1) states that a lead agency shall find that a project may have a significant effect on the environment when there is substantial evidence that the project has the potential to (1) substantially reduce the habitat of a fish or wildlife species; (2) cause a fish or wildlife population to drop below self-sustaining levels; (3) substantially reduce the number or restrict the range of an endangered, rare, or threatened species; or (4) eliminate important examples of major periods of California history or prehistory. The EIR fully addresses any impacts that might relate to reduction of habitat and the effect on species. Impacts related to wildlife and plant species are addressed under Impacts 3.4-1, 3.4-2, 3.4-3, and 3.4-4, and as outlined above, impacts are less than significant with mitigation. Historic and prehistoric impacts are addressed under Impact 3.6-1, as outlined above, impacts are significant and unavoidable.

Section 15061(a)(2) states that a lead agency shall find that a project may have a significant effect on the environment when there is substantial evidence that the project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals. Chapter 5 of the EIR includes a section on Significant Irreversible Environmental Effects of the Proposed Project. In addition, Section 5.4 of the EIR identifies all significant and unavoidable impacts that could occur and create a long-term impact on the environment. Finally, Chapter 5 of the EIR also identifies any long-term environmental impacts caused by the proposed project.

Section 15061(a)(3) states that a lead agency shall find that a project may have a significant effect on the environment when there is substantial evidence that the project has potential environmental effects that are individually limited but cumulatively considerable. This means that the "incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probably future projects." Cumulative impacts are addressed for each of the environmental topics in the EIR and are discussed in each technical section of the EIR.

Section 15065(a)(4) requires a lead agency to find that a project will have a significant effect on the environment when there is substantial evidence that the project has the potential to cause substantial adverse effects on human beings, either directly or indirectly. This factor relates to effects to the environment on human beings generally but not to effects on specific individuals. Any of the environmental effects analyzed in the EIR could cause adverse impacts to human beings, but all impacts that could directly affect human beings (such as aesthetics, air quality, hazardous materials, hydrology, flooding, and water quality, noise and vibration, and transportation) were examined in Chapter 3 of the EIR.

The City Council finds that the EIR for the proposed project analyzed and reported on all four mandatory findings of significance.

D. MITIGATION MONITORING AND REPORTING PROGRAM

Pursuant to CEQA Guidelines Section 15091(d), the City has included all feasible mitigation measures that avoid or substantially lessen the potentially significant and significant effects of the proposed project. These mitigation measures are fully enforceable by the City Council.

The MMRP includes Table 2-1, which is a summary of the impacts and mitigation measures, and is simultaneously being adopted by the City Council with its Resolution Certifying the EIR for the proposed project.

E. GROWTH INDUCEMENT

Chapter 5, "Other CEQA Considerations," of the Draft EIR provides a discussion of the growth-inducing impacts of the 2035 General Plan pursuant to Section 15126.2(d) of the CEQA Guidelines. The WRTP Specific Plan Area is located outside the existing City limits; however, the WRTP Specific Plan Area would ultimately be annexed to the City and was considered as part of the City's 2035 General Plan, adopted in 2017.

The development framework for the WRTP Specific Plan area was guided by Policy 2.L.2 of the 2035 General Plan, which describes the WRTP Specific Plan Area as "a mixed-use residential district anchored by a research and technology business park in the Southern Gateway area at CR 25 and SR 113" and supports development that would "concentrate the highest intensity development within and in close proximity to the business park area, with lower density, largely residential uses to the north." The 2035 General Plan designated three subareas within the City's Planning Area for new growth (SP-1, 2, and 3); although specific land use designations were not identified for the WRTP Specific Plan Area, it is one of three subareas (SP-1A) within the designated SP-1 new growth area. As described in Chapter 2, "Project Description," of the EIR, the WRTP Specific Plan Area could accommodate a broad range of uses that could generate approximately 5,000 jobs and 4,823 residents. This is consistent with the general growth anticipated for this WRTP Specific Plan Area in the 2035 General Plan. Because implementation of the WRTP Specific Plan would not involve more employment 115enerateng land uses or residential development and population than anticipated under the City's 2035 General Plan, the WRTP Specific Plan would not induce unplanned population growth.

Construction activities associated with future development within the WRTP Specific Plan Area and off-site improvement areas would generate temporary employment, but these construction jobs are anticipated to be filled from the existing local and regional employment pool. In addition, if some nonlocal construction workers were employed for the project, due to the temporary nature of the work, these workers would not typically change residences when assigned to a new construction site. Therefore, construction of future development within the

WRTP Specific Plan Area and off-site improvement areas would not indirectly result in a population increase or induce growth by creating permanent new jobs. The additional population associated with the WRTP Specific Plan could spur an increase in demand for goods and services in the surrounding area, which could potentially result in additional development to satisfy this demand. In this respect, the WRTP Specific Plan would be growth inducing. It would be speculative to attempt to predict where and when any such new services would be developed, and whether or not existing and future planned industrial and commercial development would satisfy additional demand for goods and services created by the project. The WRTP Specific Plan will provide roadway and other multi-modal connections to surrounding existing and planned neighborhoods within the City's Planning Area, such as the Spring Lake Development to the north and east and future development within SP-1B west of State Route 113, which could be useful to future development, but these areas have been planned for eventual development as a part of the City's 2035 General Plan. In addition, the General Plan anticipated the highest intensity of development for new growth to occur within the SP-1A and SP1B within the business park area, and the remainder of these sub-areas to be largely residential with some open space and recreation areas (City of Woodland 2017, pages LU 2-55 and 2-56). The WRTP Specific Plan provides the additional job opportunities to support existing and future residential development within the City's Planning Area. With regard to other infrastructure improvements, in anticipation of future development of the WRTP Specific Plan Area, the backbone utility lines in the Spring Lake area were oversized and stubbed out at the border of the two planning areas, to ensure efficient service to the WRTP Specific Plan Area through extension of those backbone utility lines from Spring Lake. New stormwater facilities and on-site water and wastewater infrastructure required to serve the WRTP Specific Plan Area would be sized to accommodate WRTP Specific Plan Area -related demands. Although the 2035 General Plan anticipates additional development west of the WRTP Specific Plan Area in new growth areas identified as SP-1B and SP-1C, downstream stormwater infrastructure associated with implementation of the WRTP Specific Plan will be designed to accept pre-development flows generated by these areas; it is assumed that development within these areas would include implementation of stormwater management features to reduce future post-development flows to their respective pre-development flows. Infrastructure improvements will be phased with development. Because the infrastructure that would be provided for the WRTP Specific Plan Area would be consistent with that anticipated under the 2035 General Plan, the WRTP Specific Plan would not result in indirect growth-inducing effects by increasing infrastructure capacity that could serve additional development in excess of that anticipated under the City's 2035 General Plan.

In summary, the WRTP Specific Plan may indirectly induce population growth because the increased population and employment opportunities associated with the future development could increase demand for goods and services, thereby fostering population and economic growth in the City and surrounding unincorporated Yolo County and other nearby communities. It is possible that the WRTP Specific Plan could place pressure on adjacent areas to seek development entitlements or annexation applications. However, WRTP Specific Plan Area, along with other areas planned for development under the City's General Plan, would provide sufficient acreage to accommodate population and employment growth in alignment with the purpose and intent of the 2035 General Plan. Therefore, the WRTP Specific Plan would not induce substantial unplanned growth in the City of Woodland.

F. SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Chapter 5.0, "Other CEQA Considerations," of the Draft EIR examines "significant irreversible environmental changes" pursuant to Section 15126.2© of the CEQA Guidelines. Sections 15126(c) and 15126.2(c) of the CEQA Guidelines, require that an EIR address any significant irreversible environmental changes that would occur should

the project be implemented. Generally, a project would result in significant irreversible environmental changes if any of the following would occur:

- The project would involve a large commitment of non-renewable resources;
- The primary and secondary impacts of the project would generally commit future generations to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental accidents; or
- The proposed consumption of resources is not justified.

Development of the WRTP Specific Plan Area and off-site improvement areas would use both renewable and nonrenewable natural resources during both construction and operational phases—both within the WRTP Specific Plan Area and also to construct required off-site improvements. Nonrenewable fossil fuels would be used during construction and operation. Other nonrenewable and slowly-renewable resources consumed as a result of development under the WRTP Specific Plan would include, but not necessarily be limited to, lumber and other forest products, sand and gravel, asphalt, petrochemical construction materials, steel, copper, and water. Proposed development would consume energy for multiple purposes including, but not limited to, building heating and cooling, lighting, appliances, electronics, office equipment, and commercial machinery. Energy could also be consumed during each vehicle trip associated with these proposed uses. It is important to note that actual energy usage could vary substantially, depending upon factors such as the type of uses that would occupy the buildings, actual miles driven by future residents and employees, and the degree to which energy conservation measures are incorporated into the design of the various facilities. There are no unusual project characteristics that would necessitate the use of construction equipment that would be less energy-efficient than at comparable construction sites in other parts of the City. Therefore, it is not expected that construction fuel consumption associated with the proposed project would be more inefficient, wasteful, or unnecessary than at other construction sites in the region. In addition, the WRTP Specific Plan requires consistency with the City's Climate Action Plan and includes several policies, development standards, and design guidelines the require implementation of energy reducing and conserving measures in future development within the WRTP Specific Plan Area, thereby promoting reduced operational demand for non-renewable and slowly-renewable resources compared to existing City operations and compared to new development that could occur elsewhere within the region.

Irreversible changes would likely occur as a result of future excavation, grading, and construction activities. Proposed development would also generate additional transportation demand, construction, energy demand, and other activities that would increase emissions of greenhouse gases and other air pollutants, as well as generation of noise. Different air pollutants and different greenhouse gas emissions remain in the atmosphere for different amounts of time, ranging from a few years to thousands of years.

Implementation of the WRTP Specific Plan and off-site improvement areas would permanently convert agricultural land to nonagricultural uses. All agricultural uses within the WRTP Specific Plan Area would be converted to urban uses at buildout of the proposed project. This change in land use would represent a long-term commitment to new land uses, since the potential for developed land to be reverted back to undeveloped land uses is highly unlikely.

Operation of projects in the vicinity could include the use of hazardous materials, which could increase the risk of an accidental spill or release. During construction, equipment would be using various types of fuel and material

classified as hazardous. In California, the storage and use of hazardous substances are strictly regulated. The enforcement of these existing regulations would preclude credible significant impacts related to environmental accidents.

The 2035 General Plan and CAP EIR addresses impacts of development of the City's Planning Area, including the WRTP Specific Plan Area. Section 6.3 of the 2035 General Plan and CAP EIR addressed significant irreversible environmental changes that could occur as a result of implementation of the 2035 General Plan. The City acknowledges that there could be significant irreversible environmental changes as a result of implementation of the 2035 General Plan, and similarly, there could be significant irreversible environmental changes as a result of implementation of the WRTP Specific Plan. Detailed assessments, including cumulative impacts, for each of the above-mentioned topics are provided throughout Chapter 3 of the EIR. However, and as explained below in Section VII of these Findings, the City Council finds that the benefits of the proposed project outweigh the significant and unavoidable growth-inducing effects caused by the proposed project.

G. CUMULATIVE IMPACTS

Regarding the Project's potential to result in cumulative impacts, the City hereby finds as follows:

1. AESTHETICS

The 2035 General Plan and CAP EIR (pages 6-9 and 6-10) (City of Woodland 2016b) determined that new development throughout the region would result in substantial changes to the regional visual character, including views of agricultural land. As development occurs throughout the region, substantial changes in visual conditions would continue as open viewsheds are replaced by urban development, including both higher-density development and tall buildings that are visible from longer distances, as well as rural and lower-density development with oneand two-story buildings that are only visible from adjacent public viewing areas or transportation corridors. Many changes in the aesthetic environment are only experienced locally, and would not tend to combine with nearby development to create cumulative impacts that are more severe than the sum of individual plans and projects. However, cumulative development within the region also adds additional lighting, which combines together to create skyglow effects that obscure views of the night sky. Future development in nearby cities and the surrounding unincorporated County land would lead to a more intense nighttime glow, which would be perceptible throughout the region. Therefore, the changes in scenic vistas, visual character, and nighttime skyglow from projects considered in the cumulative impact analysis would be substantial, and were considered in the 2035 General Plan and CAP EIR to have significant cumulative impacts in and of themselves.

Adverse Effects On Scenic Vistas: Because there are few scenic vistas in the City of Woodland, and it was determined that new views would compensate for—and be very similar to—any lost views, the 2035 General Plan and CAP EIR found that a lessthan-cumulatively considerable impact to scenic vistas from new development would occur. As described in this aesthetics analysis, the WRTP Specific Plan viewshed, including the off-site South Regional Pond proposed location and the SR 113/CR 25A intersection, is of moderate visual quality and does not contain any scenic vistas. Because the WRTP Specific Plan Area and the off-site improvement areas are of moderate visual quality and do not represent scenic vistas, and because blockage of the limited background views of the Coast Ranges from the western edge of the Spring Lake development due to development of the proposed WRTP Specific Plan Area was planned for in the 2035 General Plan and CAP EIR (and determined to represent a less-thansignificant impact), the impacts of development of the WRTP Specific Plan Area and the off-site improvements

would not be cumulatively considerable, and would represent a less-than-cumulatively considerable impact. Therefore, implementing the WRTP Specific Plan in conjunction with development of related projects would result in a less-than-cumulatively considerable contribution to the significant cumulative impact related to changes in scenic vistas.

Degradation of Visual Character: New development envisioned by the 2035 General Plan would allow for greater density and development intensity in certain areas. However, new buildings do not necessarily constitute an adverse visual impact, and policies in the 2035 General Plan establish high standards for design and compatibility with a project's surroundings. In addition to adding uses and density, new investment in urban infill areas typically improves visual quality by developing vacant or underutilized properties and improving maintenance of existing structures and yards. However, implementing new development would change the visual character of the Planning Area, which would be perceived within the Planning Area, as well as from adjacent areas. The 2035 General Plan and CAP EIR found that even with implementation of all feasible measures in the form of policies and programs in the 2035 General Plan and the City's Community Design Standards, new development would make a cumulatively significant and unavoidable contribution to the significant cumulative impact related to degradation of visual character. The WRTP Specific Plan is designed in compliance with the 2035 General Plan, which includes numerous policies that promote high quality design to ensure that new urban development in the City is visually attractive and aesthetically pleasing (see Section 3.1.2, "Regulatory Framework," above). The Spring Lake development, which is immediately adjacent to the proposed WRTP Specific Plan Area to the north and east, envisioned urban development of the WRTP Specific Plan Area and planned for joint underground sewer, water, and storm drainage capacity for both specific plan areas. The WRTP Specific Plan Design Standards and Design Guidelines incorporate requirements similar to the Spring Lake Specific Plan Design Standards (City of Woodland 2003). The standards and guidelines for both Specific Plans promote attractive tree-lined streets with curbside planting strips, neighborhoods with homes facing the street, front-facing windows, and functioning porches. Residential subdivisions would include internal trails (landscaped linear open space connections separate from sidewalks, paths, and landscaping in street right-of-way) that allow for pedestrian and bicycle circulation within and between subdivisions, and that provide greater connectivity to the planned off-street pedestrian/bicycle loop pathway system including connectivity with the proposed WRTP Specific Plan Area. The WRTP Specific Plan Area would be consistent with General Plan Policy 2.E.2, which encourages high-quality new development that enhances and blends with the established fabric of the natural, social, and built environment, while allowing for innovative architectural styles. The Design Standards and Design Guidelines, in addition to the Land Use Plan and Mobility and Circulation Network, detailed in the WRTP Specific Plan require that streets in the WRTP Specific Plan Area be designed to connect to the Spring Lake development and provide direct access to parks, transit facilities, and commercial uses for pedestrians and bicyclists. The proposed off-site SR 113/CR 25A interchange improvements would be designed in accordance with Caltrans standards, and at the conclusion of construction activities, would appear visually similar to the existing interchange. The off-site South Regional Pond would be designed in accordance with the City's Engineering Standards: Design Standards, Standard Details, and Construction Specifications (City of Woodland 2016a) and standard engineering practices for design of detention basins, and at the conclusion of construction activities, would appear visually similar to other ponds and detention basins in the project region, and would not detract from the existing visual character. However, project implementation would still result in conversion of rural agricultural land to new urban development on approximately 350 acres, and the off-site South Regional Pond would convert 4 acres of orchard to a detention basin, which would inherently change the visual character in this portion of the City. Therefore, the WRTP Specific Plan and the off-site South Regional Pond would make a cumulatively considerable contribution to this

cumulatively significant impact. Because all feasible mitigation measures in the form of policies and programs in the 2035 General Plan and the WRTP Specific Plan Design Standards and Guidelines have already been incorporated, implementation of the WRTP Specific Plan in conjunction with development of related projects would result in a cumulatively significant and unavoidable contribution to the significant cumulative impact related to degradation of visual character.

Lighting and Glare Effects: The 2035 General Plan and CAP EIR found that new development envisioned under the General Plan would contribute nighttime light to the already increasing amount of light pollution in the region, and therefore would make a cumulatively significant and unavoidable contribution to this significant cumulative impact even after implementation of new General Plan Policies 2.F.4 and 2.F.5 (which were adopted as part of the 2035 General Plan). Because the WRTP Specific Plan Area would be developed with commercial, light industrial, and residential uses, implementation of the WRTP Specific Plan would create new sources of additional nighttime lighting that would be visible to adjacent residents in the Spring Lake development as well as motorists traveling on SR 113 and County Roads 25A and 101. As shown in Viewpoint 3, existing nighttime lighting for sporting events at the Woodland Sports Park is visible from the WRTP Specific Plan Area and from homes along the western edge of the Spring Lake development. Furthermore, existing nighttime lighting is already present adjacent to and west of the WRTP Specific Plan Area along SR 113, and adjacent to and east of the WRTP Specific Plan Area in the Spring Lake development. Street lighting in the WRTP Specific Plan Area must be designed in accordance with the lighting standards contained in Section 9 of the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a). The WRTP Specific Plan Design Guidelines state that development may not create new sources of glare, and include lighting design requirements that are designed to comply with 2035 General Plan Policies such as 2.F.4 and 2.F.5. Therefore, the WRTP Specific Plan would employ all feasible measures to avoid light spillover and glare into surrounding areas, and reduce night sky pollution. The off-site South Regional Pond would not require nighttime lighting. The existing SR 113/CR 25A interchange is lighted with high-mast light standards that are shielded and direct the lighting downward; the proposed interchange improvements would include the continued use of shielded, directional high-mast light standards, and would not substantially change the amount of lighting that is already emitted as compared to the existing interchange. However, WRTP Specific Plan implementation would still add to the overall amount of nighttime lighting and potential night sky pollution effects in the City and the region. Therefore, the WRTP Specific Plan would make a cumulatively considerable contribution to this significant cumulative impact. Because all feasible mitigation measures in the form of policies and programs in the 2035 General Plan and the WRTP Specific Plan Design Standards and Design Guidelines have already been incorporated, implementation of the WRTP Specific Plan in conjunction with development of related projects would result in a cumulatively significant and unavoidable contribution to the significant cumulative impact related to nighttime lighting and glare effects. (Draft EIR, pp. 3.1-18 through 3.1-21.)

2. AGRICULTURE AND FORESTRY RESOURCES

The 2035 General Plan and CAP EIR (pages 6-13 and 6-14) (City of Woodland 2016) determined that new development throughout the region would convert agricultural land, including Important Farmland, to nonagricultural uses resulting in a significant cumulative impact. New development envisioned by the 2035 General Plan would convert all of the farmland in the Planning Area to non-agricultural uses (see Table 6-5 of the 2035 General Plan and CAP EIR). The proposed South Regional Pond would be adjacent to, but south of, the WRTP Specific Plan Area, and was not considered in the 2035 General Plan and CAP EIR. Multiple policies are identified in the 2035 General Plan to manage agricultural land conversion, including an urban limit line that is designed to

protect agricultural land surrounding the city limits, which would reduce the potential impact associated with conversion of agricultural land. The 2035 General Plan also requires mitigation for lost farmland within the ULL at a rate of one acre of permanently conserved farmland for every acre converted to urban development or non-agricultural uses. The 2035 General Plan and CAP EIR found that even with implementation of all feasible measures in the form of policies and programs in the 2035 General Plan new development would make a cumulatively significant and unavoidable contribution to the significant cumulative impact related to the loss of farmland, including Important Farmland. As described in Section 3.2.4 of the EIR, future development under the WRTP Specific Plan would result in conversion of approximately 346 acres of Prime Farmland to new urban development, the off-site South Regional Pond would convert 4 acres of Prime Farmland to a detention basin. The proposed WRTP Specific Plan and the off-site SR 113/County Road 25A are within the City's Planning Area and therefore were included as part of the cumulative analysis contained in 2035 General Plan and CAP EIR, and there are no substantial changes to environmental conditions, regulatory updates, or the WRTP Specific Plan that require additional cumulative analysis or mitigation. Although the off-site South Regional Pond was not included within the 2035 General Plan and CAP EIR analysis, 2035 General Plan policies would be applicable to the South Regional Pond, similar to the WRTP Specific Plan Area. Therefore, implementation of the WRTP Specific Plan and off-site improvements, in conjunction with development of related projects, would result in a cumulatively considerable and unavoidable contribution to the significant cumulative impact related to conversion of farmland, including Important Farmland, to nonagricultural uses. (Draft EIR, pp. 3.2-21 through 3.-22.)

3. AIR QUALITY

The geographic scope for air quality consists of the Sacramento Valley Air Basin. The 2035 General Plan and CAP EIR (pages 6-14 through 6-18) (City of Woodland 2016) analyzed cumulative impacts to air quality. The proposed WRTP Specific Plan Area was included as part of the cumulative analysis contained in Chapter 6 of the 2035 General Plan and CAP EIR.

Generation of Short-Term Construction and Long-Term Operational Emissions of Criteria Air Pollutants and Precursors, or Conflict with or Obstruct an Air Quality Plan: By its nature, air pollution is largely a cumulative impact. The implementation of plans and projects within the Sacramento Valley Air Basin would contribute to this impact on a cumulative basis. The emissions of an individual project may be individually limited but cumulatively considerable when taken in combination with past, present, and future development projects. All new development that would result in an increase in air pollutant emissions would contribute to cumulative construction air quality impacts. The nonattainment status of regional pollutants is a result of past and present development within the air basin, and this regional impact is a significant cumulative impact. The 2035 General Plan and CAP EIR determined that short-term construction and long-term operational criteria pollutant and precursor emissions from implementation of the General Plan (under either alternative) would exceed YSAQMD's thresholds of significance for ROG, NOX, and PM10, and that the cumulative scenario of additional development within the Sacramento Valley Air Basin would also generate additional construction-related criteria air pollutant and ozone precursor emissions. This was considered a cumulatively considerable contribution to a significant cumulative impact. As shown in Tables 3.3-2 and 3.3-4 above, construction-related criteria pollutant and precursor emissions from development within the WRTP Specific Plan Area and off-site improvement areas would exceed YSAQMD's thresholds of significance for ROG, NOX, and PM10 without mitigation and for PM10 with mitigation. In addition, as shown in Tables 3.3-3 and 3.3-5 above, long-term operational emissions associated with future land uses in the WRTP Specific Plan Area would exceed YSAQMD thresholds of significance for ROG, NOX, and PM10. Mitigation Measures 3.3-2a and 3.3-2b would reduce PM and ozone precursor emissions from

construction-related activities. However, PM10 emissions from construction activities would still exceed YSAQMD thresholds. Mitigation Measure 3.3-2c would reduce operational emissions of ROG and PM. In addition, WRTP Specific Plan Policy 2.2.3, Sustainability, in Chapter 2 of the WRTP Specific Plan requires new development be consistent with the objectives and targets of the City's Climate Action Plan (consistent with the 2035 General Plan Policies 2.C.2 and 2.L.2); this policy, along with compliance with YSAQMD Rules and Regulations and State regulations, will help to reduce short-term and long-term emissions, but it is not possible to determine at this time whether mitigation, WRTP Specific Plan policies, and compliance with local rules and regulations would reduce emissions to a less-thansignificant level. As described in Impact 3.3-2 above, the nature of criteria pollutants is such that the emissions from an individual project cannot be directly identified as responsible for health impacts within any specific geographic location. As a result, attributing health risks at any specific geographic location to a single proposed project is not feasible. Nonetheless, the results of the Strategic Area Project Health Screening Tool have been presented for informational purposes and the modeling results support a conclusion that the proposed WRTP Specific Plan does not, on its own, lead to sizeable regional health effects from the emissions of criteria air pollutants and precursors. However, YSAQMD considers that if a project's impacts would be significant at the project-level, it could also be considered significant on a cumulative level. Even with all feasible mitigation, construction-related and operational emissions could still result in a net increase of ROG, NOX, and PM10 emissions. The implementation of regional and local development within the Sacramento Valley Air Basin would generate increased short-term construction and long-term operational emissions that may cumulatively exceed regional thresholds and conflict with or obstruct implementation of the applicable air quality plan. Even if emissions associated with implementation of the WRTP Specific Plan and off-site improvement areas are reduced to levels that are below YSAQMD thresholds, the WRTP Specific Plan would still contribute to increased overall emissions throughout the Sacramento Valley Air Basin. There is no additional feasible mitigation available that would avoid these impacts. The WRTP Specific Plan could make a cumulatively considerable contribution to significant cumulative air quality impacts.

Exposure of Sensitive Receptors to Substantial Pollutant Concentrations: Exposure of sensitive receptors to substantial pollutant concentrations, such as TACs and CO generally occurs on a localized rather than regional basis. As discussed in Impact 3.3-3 above, implementation of the WRTP Specific Plan would not expose sensitive receptors to substantial concentrations of CO. Because site-specific details of development are not known at the present time and construction at the WRTP Specific Plan Area and off-site improvement areas could occur in phases adjacent to existing and future sensitive receptors, implementation of Mitigation Measures 3.3-3a, 3.3-3b and 3.3-3c are necessary to ensure impacts would be less than significant. Since there are no other known projects among those considered as part of this cumulative analysis that are both large enough and would involve construction in close enough proximity to these rural residences to result in TAC impacts, the cumulative contribution would be less than cumulatively considerable.

Other Emissions Such as Those Leading to Odors: Odor impacts are generally localized and do not combine with odor impacts in nearby jurisdictions to increase the severity of impacts. Implementation of Mitigation Measure 3.3-4 would avoid conflicts between potential land use-generated odor emissions and sensitive receptors. Therefore, the impact of exposing populations to substantial other emissions, such as those leading to odors, is less than cumulatively considerable. (Draft EIR, pp. 3.3-45 through 3.3-47.)

4. BIOLOGICAL RESOURCES

As demonstrated in Chapter 2 of the EIR, "Project Description," the entire WRTP Specific Plan boundary falls within the area analyzed in the 2035 General Plan and CAP EIR, and land uses proposed in the WRTP Specific Plan are consistent with the development assumptions of the 2035 General Plan and CAP EIR. The proposed South Regional Pond would be adjacent to, but south of, the WRTP Specific Plan Area, and was not considered in the 2035 General Plan and CAP EIR. The proposed South Regional Pond area does not provide habitat for specialstatus plant species, contain any riparian habitat or other sensitive natural communities (alkali prairie habitat) identified in the 2035 General Plan and CAP EIR or other local or regional plans, nor provide habitat for burrowing owl. As detailed in the above analysis, development of the South Regional Pond would not result in any significant impacts not already addressed in the 2035 General Plan and CAP EIR with regard to development within the WRTP Specific Plan Area, or otherwise mitigable. The majority of the WRTP Specific Plan Area and the proposed off-site improvement areas consist of agricultural land that provides limited habitat values to most species; however, certain agricultural crops found in the WRTP Specific Plan Area and off-site improvement areas provide important habitat for the State-listed Swainson's hawk, as well as other special-status wildlife species. Swainson's hawk, the most vulnerable species that occurs in the WRTP Specific Plan Area, may be adversely affected by cumulative impacts through permanent loss of agricultural land that serves as foraging habitat for Swainson's hawk and could reduce reproductive success. As discussed on pages 6-18 through 6-24 of the City's 2035 General Plan and CAP EIR, this is a significant cumulative impact. However, successful implementation of mitigation, as described in the above impact analyses, and compliance with existing State and federal regulations, would ensure implementation of the proposed WRTP Specific Plan and offsite improvements would not have a cumulatively considerable contribution to the significant cumulative impact on Swainson's hawk because these policies, mitigation, and regulations require that unavoidable loss of habitat for this species be fully compensated. Therefore, impacts associated with the loss of Swainson's hawk and their habitats are less than cumulatively considerable. This analysis is consistent with the cumulative effect discussion (pages 6-23 to 6-24) of the 2035 General Plan and CAP EIR. (Draft EIR, p. 3.4-39.)

5. CLIMATE CHANGE, GREENHOUSE GAS EMISSIONS & ENERGY

Climate Change and Greenhouse Gas Emissions: GHG emissions typically persist in the atmosphere for extensive periods time—long enough to be dispersed globally and result in long-term global climate change and related impacts. As such, implementation of the WRTP Specific Plan will not, by itself, contribute significantly to climate change; however, cumulative emissions from many projects and plans all contribute to global GHG concentrations and the climate system. As such, impacts associated with GHG emissions are inherently cumulative; the discussion of the potential for implementation of the WRTP Specific Plan to generate GHG emissions is discussed above under "Impacts not Discussed Further," finding that the WRTP Specific Plan is consistent with the City's 2035 CAP, which was found under the 2035 General Plan and CAP EIR to result in less than cumulatively considerable generation of GHG emissions. This analysis considers the cumulative contribution of implementation of the City's 2035 General Plan and CAP, inclusive of development under the WRTP Specific Plan, to the significant cumulative impact of climate change, and concludes that impacts are less than cumulatively considerable.

Energy As discussed in the cumulative analysis contained in the 2035 General Plan and CAP EIR (pages 6-26 to 6-28), Increased demand for electrical and natural gas supplies and infrastructure is a byproduct of all future land uses and development in the City of Woodland, Yolo County, and the region. Energy is consumed for heating, cooling, and electricity in homes and businesses; for public infrastructure and service operations; and for agriculture,

industry, and commercial uses. Each service provider is responsible for ensuring adequate provision of these utilities within their jurisdictional boundaries and would be responsible for upgrading their existing electrical and natural gas distribution systems or constructing new distribution systems to meet the demands of individual projects. Yolo County and the cities within the county implement general plans that include goals and policies to reduce energy demands through the use of design features, building materials, and building practices; encourage the use of renewable energy sources; promote land uses and patterns that would not cause wasteful, inefficient, and unnecessary consumption of energy; and ensure adequate electricity and natural gas and related distribution systems are available to meet energy demands. In addition, service providers encourage energy conservation through programs, such as offering rebates for installation of energy efficient appliances and lighting fixtures. The California Public Utilities Commission and California Energy Commission have roles in regulating energy supply and ensuring reliable and sufficient supplies as the state grows. The 2035 General Plan and CAP EIR determined that overall energy efficiency (energy demand per unit of development) would improve and cumulative development would not be expected to cause the inefficient, wasteful, or unnecessary consumption of energy, and found this impact to be less than cumulatively considerable. As noted above, transportation is, by far, the largest energy consuming sector in California, accounting for approximately 40 percent of all energy use in the state (U.S. Energy Information Administration 2020). Since transportation accounts for more energy consumption than heating, cooling, and powering of buildings, powering industry, or any other use, the overall efficiency of energy use in the region will depend importantly on the ability of local lead agencies to plan in a way that reduces travel demand. The 2035 General Plan and CAP EIR noted that SACOG's 2016 MTP/SCS demonstrates an increase in energy efficiency through 2035 in relation to transportation energy use – household generated VMT per capita is forecast to decrease by more than 8 percent and that SACOG also estimates that total VMT will decrease by almost 7 percent during the 2016 MTP/SCS planning period (SACOG 2016, Chapter 5B, page 91). Since regional transportation and building energy use will become more efficient over the SACOG MTP/SCS planning and City's planning horizon, the 2035 General Plan and CAP EIR determined there to be no significant cumulative impact. The WRTP Specific Plan Area was considered as part of the anticipated development under the 2035 General Plan Update. In addition, the off-site improvement areas, while not a part of the original WRTP Specific Plan Area, would consume energy during construction that is consistent with typical construction projects in the region, and would require minimal energy associated with maintenance and operations over time. The energy efficiency of the built environment and transportation has continued to increase since the adoption of the 2035 General Plan. As discussed above, the WRTP Specific Plan would comply with relevant State and local statutes and regulations related to energy efficiency, including the California Code of Regulations (CCR) Title 20, Building Energy Regulations, and Title 24, Energy Conservation Standards, as well as WRTP Specific Plan Design Standards and Design Guidelines in Chapter 3 of the WRTP Specific Plan developed to reduce energy demand of the WRTP Specific Plan Area and provide consistency with the General Plan and City's CAP. The California Green Building Standards Code is updated over time and in each instance, the energy efficiency standards are increased. Similar to the SACOG 2016 MTP/SCS, the 2020 MTP/SCS, lower VMT per capita is anticipated for the region, with a secondary result of reduced per-capita use of energy and fuel. Because regional transportation and building energy use will become more efficient between present and the SACOG MTP/SCS planning horizon, the regional planning efforts would result in a less-than-cumulatively considerable impact. Therefore, the WRTP Specific Plan is consistent with the 2035 General Plan and CAP EIR planning assumptions and cumulative scenario, and cumulative effects from implementing the WRTP Specific Plan in conjunction with development of related projects, with regard to the inefficient, wasteful, or unnecessary consumption of energy and conflict with or obstruction of plans for renewable energy or energy efficiency, would be less-thancumulatively considerable. (Draft EIR, pp. 3.5-32 through 3.5-33.)

6. CULTURAL AND TRIBAL CULTURAL RESOURCES

Per the 2035 General Plan, no prehistoric resources have been formally recorded in Woodland, and evidence of early native peoples who occupied the area is scarce, therefore any artifacts or information is valuable. Cultural resources in the larger region generally consist of prehistoric sites, historical archaeological sites, historic-age buildings and structures, and isolated artifacts. During the 19th and 20th centuries, localized urbanization and intensive agricultural use in the region caused the destruction or disturbance of numerous prehistoric sites, while many structures now considered to be historic were erected. From the latter half of the 20th century to the present, prehistoric archaeological sites and historic structures have been disturbed and destroyed. During this period, the creation and enforcement of various regulations protecting cultural resources have substantially reduced the rate and intensity of these impacts. However, even with these regulations, cultural resources are still degraded or destroyed as cumulative development in the region proceeds. As detailed in Section 3.6.4 of the EIR with regard to the project-level analysis of implementation of the WRTP Specific Plan and off-site improvement areas, while mitigation has been imposed that would reduce impacts, there is still the potential to adversely affect unknown archaeological resource and human remains. As described in Section 6.1.3.6 of the General Plan and CAP EIR, these cultural resources impacts were considered significant and unavoidable. The proposed WRTP Specific Plan and the off-site SR 113/County Road 25A are within the City's Planning Area and therefore were included as part of the cumulative analysis contained in 2035 General Plan and CAP EIR, and there are no substantial changes to environmental conditions, regulatory updates, or the WRTP Specific Plan that require additional cumulative analysis or mitigation. Although the off-site South Regional Pond was not included within the 2035 General Plan and CAP EIR analysis, 2035 General Plan policies would be applicable to the South Regional Pond, similar to the WRTP Specific Plan Area. The policies of the 2035 General Plan and mitigation proposed in Section 4.6 of the 2035 General Plan and CAP EIR, "Cultural Resources," are relevant to the implementation of the WRTP Specific Plan Area and off-site improvements. These policies and mitigation, when coupled with cultural resources mitigation measures, will minimize the severity of significant impacts that may result from the discovery of undocumented subsurface cultural resources or unmarked historic-era or prehistoric Native American human burials; however, these impacts would not be entirely unavoidable, but could be mitigated to less than significant. Therefore, implementation of the WRTP Specific Plan and off-site improvements, in conjunction with development of related projects, would result in a less than cumulatively considerable contribution to the significant cumulative impact related to archaeological resources and human remains. (Draft EIR, p. 3.6-16.)

7. GEOLOGY, SOILS, MINERALS, AND PALEONTOLOGICAL RESOURCES

Seismic and Geologic Hazards: As discussed in the cumulative analysis contained in the 2035 General Plan and CAP EIR (page 6-30) (City of Woodland 2016b), construction of buildings associated with the projects considered in the 2035 General Plan and CAP EIR Cumulative Scenario would result in more construction with more potential exposure to geologic hazards such as seismic ground shaking, liquefaction, and construction in unstable soils. However, all development projects are required by law to comply with the CBC, which includes engineering practices that require special design and construction methods to reduce or eliminate hazards from geologic hazards including seismic ground shaking, liquefaction, and construction in unstable and expansive soils. Construction projects entitled by the City are subject to compliance with General Plan Policies, such as 8.A.1, 8.A.2, and 8.A.3, which are designed to reduce geologic hazards from construction. The 2035 General Plan and CAP EIR determined that cumulative effects related to seismic ground shaking; liquefaction; and geologic hazards related to unstable soils and expansive soils would be less-than-cumulatively considerable. Project applicants for future projects proposed under the WRTP Specific Plan are required by law to comply with the design and construction

requirements of the CBC, which includes engineering practices that require special design and construction methods to reduce or eliminate hazards from geologic hazards including seismic ground shaking, liquefaction, and construction in unstable and expansive soils. Project applicants for the off-site South Regional Pond are required to comply with the Yolo County permit and ordinance requirements, including Title 7, Building Regulations, of the Yolo County Code. The standards apply to transportation, storm drainage, sewer, wastewater pumping, water distribution, graywater distribution, underground pipelines, and other improvements, and are designed, in part to avoid impacts related to geologic and seismic constraints. Design and construction of the off-site SR 113/County Road 25A intersection improvements is regulated by Caltrans, and would comply with requirements contained in the Standard Plans and Specifications (Caltrans 2018) and the Highway Design Manual (Caltrans 2020). The proposed WRTP Specific Plan and the SR 113/County Road 25A interchange improvements are within the City's Planning Area and therefore were included as part of the cumulative analysis contained in 2035 General Plan and CAP EIR, and there are no substantial changes to environmental conditions, regulatory updates, or the WRTP Specific Plan that require additional cumulative analysis or mitigation. Although the off-site South Regional Pond is not within the City's Planning Area and therefore was not included within the 2035 General Plan and CAP EIR, design and construction of the South Regional Pond is regulated by the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a). Therefore, and consistent with the 2035 General Plan and CAP EIR, cumulative effects related to seismic ground shaking; liquefaction; and geologic hazards related to unstable soils and expansive soils from the WRTP Specific Plan and the associated off-site improvements, in conjunction with development of related projects, would be lessthan-cumulatively considerable.

Soil Erosion: The 2035 General Plan and CAP EIR Cumulative Scenario (page 6-30) (City of Woodland 2016b) concluded that increased construction associated with the projects considered in the 2035 General Plan and CAP EIR Cumulative Scenario would result in an increased potential for soil erosion along with an increased potential for siltation of local drainages from sediment transport. All applicable projects are required to comply with the City of Woodland Stormwater Management Program and NPDES regulations, including construction site SWPPPs and BMPs designed to control soil erosion at each construction site. Projects must also comply with Chapter 15.12 of the City of Woodland Municipal Code (the City's Grading Ordinance), which requires a grading permit, a soils engineering report, and an engineering geology report specific to the project site, as required by Appendix Chapter 33 of the CBC, Section 3309. Projects must also comply with Chapter 8.08 of the City's Municipal Code, which regulates discharges into the municipal storm drain system, including compliance with applicable provisions of construction NPDES permit requirements. The 2035 General Plan and CAP EIR determined that effects from constructionrelated soil erosion would be less-than-cumulatively considerable. Project applicants for future projects proposed under the WRTP Specific Plan and supportive off-site infrastructure improvements are required to comply with CVRWQCB NPDES permit requirements and City General Plan policies. The proposed WRTP Specific Plan and the SR 113/County Road 25A interchange improvements are within the City's Planning Area and therefore were included as part of the cumulative analysis contained in 2035 General Plan and CAP EIR, and there are no substantial changes to environmental conditions, regulatory updates, or the WRTP Specific Plan that require additional cumulative analysis or mitigation. Although the off-site South Regional Pond is not within the City Planning Area and therefore was not included within the 2035 General Plan and CAP EIR, design and construction of the South Regional Pond is regulated by the CVRWQCB NPDES permit requirements. Therefore, and consistent with the 2035 General Plan and CAP EIR, cumulative soil erosion effects from construction of the WRTP Specific Plan and the associated off-site improvements, in conjunction with development of related projects, would be less-than-cumulatively considerable.

Paleontological Resources: The 2035 General Plan and CAP EIR Cumulative Scenario (page 6-31) (City of Woodland 2016b) concluded that increased construction could result in an increased potential for accidental damage to or destruction of unique paleontological resources. Since these resources are buried under the ground surface, it is difficult to predict the location of resources in the context of site planning, and therefore difficult to avoid in project designs. The 2035 General Plan and CAP EIR determined that this would be a significant cumulative impact. However, the City also determined that implementation of 2035 General Plan and CAP EIR Mitigation Measure 4.7-4 would reduce this impact to a level that is less-than-cumulatively considerable through a new implementation program that would require projects that propose earth-moving activities in paleontologically sensitive rock formations to provide construction worker personnel training prior to the start of construction activities, halt of work in the vicinity of any fossil specimen(s) uncovered, and prepare a recovery plan for any uncovered specimen(s). Because the SR 113/County Road 25A interchange would be constructed in Holocene-age deposits, this off-site improvement would not contribute to this regionally significant cumulative impact. Mitigation Measure 3.7-1 listed above, which would be implemented in the southern portion of the WRTP Specific Plan Area and the South Regional Pond (where paleontologically sensitive rock formations are located), incorporates guidance from General Plan and CAP EIR Mitigation Measure 4.7-4. This mitigation requires construction worker personnel training prior to the start of construction activities, halting of work in the vicinity of any fossil specimen(s) uncovered, and preparation of a recovery plan for any uncovered specimen(s). The proposed WRTP Specific Plan and the off-site SR 113/County Road 25A are within the City's Planning Area and therefore were included as part of the cumulative analysis contained in 2035 General Plan and CAP EIR, and there are no substantial changes to environmental conditions, regulatory updates, or the WRTP Specific Plan that require additional cumulative analysis or mitigation. Although the off-site South Regional Pond is not within the City Planning Area and therefore was not included within the 2035 General Plan and CAP EIR, Mitigation Measure 3.7-1 would reduce impacts to unique paleontological resources to a less-than-significant level at the South Regional Pond, similar to the WRTP Specific Plan Area. Therefore, and consistent with the 2035 General Plan and CAP EIR, impacts to unique paleontological resources from implementation of the WRTP Specific Plan and the associated off-site improvements, in conjunction with development of related projects, would be less-than-cumulatively considerable with mitigation. (Draft EIR, pp. 3.7-15 through 3.7-17.)

8. HAZARDOUS AND HAZARDOUS MATERIALS

The proposed WRTP Specific Plan was included as part of the hazard materials and toxics cumulative analysis contained in Chapter 4.8 of 2035 General Plan and CAP EIR. The proposed South Regional Pond would be adjacent to, but south of, the Specific Plan Area, and was not considered in the 2035 General Plan and CAP EIR. There are no substantial changes to environmental conditions, regulatory updates, or the WRTP Specific Plan that require additional cumulative analysis or mitigation. The 2035 General Plan and CAP EIR (pages 6-31 and 6-32) (City of Woodland 2016b) determined that for the topics evaluated in this hazardous materials and toxics analysis (routine transport use and disposal of hazardous materials, accidental spills of hazardous materials, construction on a site included on the Cortese List, handle hazardous materials within one-quarter mile of a school, airport safety hazards for public-use airports, emergency access, or wildland fire hazard), the related projects considered in the cumulative analysis are site-specific and therefore would not combine to create cumulatively significant impacts in and of themselves. The 2035 General Plan and CAP EIR further determined that although an increase in routine use, transportation, and disposal of hazardous materials, as well as handling of hazardous materials near existing or proposed schools, development of sites on the Cortese List, public airport hazards, and wildland fire hazards would occur, existing federal, State, and local regulations create and enforce standards for these activities regardless of the amount or scale of use and therefore no cumulative impact would occur. Implementation of the proposed off-site

SR 113/CR 25A interchange improvements are regulated by Caltrans, which has formal procedures that are followed to reduce human health and ecological risks from the handling of disposal of hazardous materials and the reuse of soils contaminated with aerially-deposited lead (Caltrans 2018, DTSC 2016b). Implementation of the WRTP Specific Plan could result in human health and ecological risks from exposure to known hazardous materials that are present in the WRTP Specific Plan Area during construction activities. Previously unknown hazardous materials, in the form of underground storage tanks, could be encountered at the off-site South Regional Pond during construction. Implementation of the WRTP Specific Plan could also result in the handling of hazardous materials within one-quarter mile of a school. However, implementing Mitigation Measures 3.8-1 and 3.8-2 would reduce the impacts of the WRTP Specific Plan and the off-site South Regional Pond to a less-than-significant level. Hazardous materials impacts would be site-specific. Implementation of the WRTP Specific Plan and the off-site improvements (with mitigation measures incorporated) in conjunction with development of related projects would not present a public health and safety hazard to people or the environment, and therefore the cumulative contribution of the WRTP Specific Plan and the off-site improvements would be less-than-cumulatively considerable. Implementation of the WRTP Specific Plan and the off-site improvements would result in a less-than-significant impact related to airport hazards from development of buildings approximately 1.4 miles from the runway at the privately owned and operated Medlock Field airport. The WRTP Specific Plan would be constructed at the southwestern edge of the Woodland city limits. Other future development at the same distance from Medlock Field in the adjacent Spring Lake development would also result in a less-than-cumulatively considerable contribution to Medlock Field airport hazards for the same reasons as the WRTP Specific Plan (i.e., buildings would not exceed FAA height restrictions, large new bodies of water that would retain water for long periods of times that could attract wildlife would not be created, and new nighttime lighting would not be mistaken for airport lighting and/or cause glare in the eyes of airplane pilots). The other future cumulative projects would be located more than 2 miles from Medlock Field. Furthermore, the WRTP Specific Plan requires that street lighting conform to the City's Engineering Standards and other types of lighting conform to the City's Community Design Standards. In addition, Caltrans requires that high-mast light standards be shielded and direct the lighting downward. The WRTP Specific Plan does not allow building heights that could present a height hazard to Medlock Field. Therefore, impacts related to airport hazards from implementation of the WRTP Specific Plan and the off-site improvements in conjunction with development of related projects would be less-than-cumulatively considerable. (Draft EIR, pp. 3.8-23 through 3.8-24.)

9. HYDROLOGY, FLOODING, AND WATER QUALITY

Water Quality Standards, Erosion And Sedimentation, Operational Stormwater Runoff, Conveyance Capacity, Flooding, Pollutants, And Regional Basin Planning: As discussed in the cumulative analysis contained in the 2035 General Plan and CAP EIR (page 6-32) (City of Woodland 2016b), short-term construction and long-term operation of the urban development projects considered in the 2035 General Plan and CAP EIR Cumulative Scenario have the potential to generate impacts related to violation of water quality standards, erosion and sedimentation, construction-related water quality impacts, and alteration of drainages resulting in on-site and/or off-site downstream flooding. The proposed South Regional Pond would be adjacent to, but south of, the Specific Plan Area, and was not considered in the 2035 General Plan and CAP EIR. However, all development projects are required to comply with the SWRCB's statewide NPDES stormwater permit for general construction activity, other necessary site-specific WDRs or waivers under the PorterCologne Act, the Storm Drainage Facilities Master Plan Update and Preliminary Engineering (City of Woodland 2006a), the Technical Guidance Manual for Stormwater Quality Control Measures (City of Woodland 2006b), the Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a), and the Post-Construction Standards Plan (City

of Woodland 2015). The treatment component of the City's Phase II MS4 NPDES permit requires that all of the runoff generated by the design storm event from impermeable surfaces be treated on site. All development projects are also required to comply with applicable General Policies such as Goal 5.I and Policies 5.I.1, 5.I.3, 5.I.4, 5.I.5, 5.I.7, and 7.A.4. All of these state and local regulatory controls are designed to improve short-term and long-term water quality, reduce on-site and downstream erosion and sedimentation, and reduce alteration of drainage patterns leading to localized flooding. The 2035 General Plan and CAP EIR determined that cumulative effects related to water quality, erosion, and alteration of drainages would be less-than-cumulatively considerable. Project applicants for future projects proposed under the WRTP Specific Plan and the off-site South Regional Pond, are required to comply with the State and local regulatory controls listed above, and Caltrans is required to comply with the terms and conditions of the SWRCB's NPDES permit and the Caltrans Highway Design Manual, all of which are designed to improve short-term and long-term water quality, and reduce on-site and downstream erosion and sedimentation to comply with regional planning in the Water Quality Control Plan for the Sacramento and San Joaquin River Basins (CVRWQCB 2018). Furthermore, implementation of Mitigation Measure 3.9-1 would require preparation of additional storm drainage analysis to determine the new developable acreage (in terms of stormwater drainage) that can be mitigated with current infrastructure and to identify the required infrastructure improvements required to accommodate full development of the WRTP Specific Plan Area. The storm drainage analysis would be reviewed and approved by the Cit. Building permits for development beyond the identified currently developable acreage will only be approved with confirmation that the required storm drainage and water quality treatment infrastructure is in place. Design and construction of the off-site SR 113/County Road 25A intersection improvements is regulated by Caltrans, and would comply with requirements contained in the Standard Plans and Specifications (Caltrans 2018) and the Highway Design Manual (Caltrans 2020), as well as the Caltrans NPDES permit issued by SWRCB (2015). The proposed WRTP Specific Plan and the off-site SR 113/County Road 25A interchange improvements were included as part of the cumulative analysis contained in the 2035 General Plan and CAP EIR, and there are no substantial changes to environmental conditions, regulatory updates, or the WRTP Specific Plan that require additional cumulative analysis or mitigation. Therefore, cumulative effects from implementing the WRTP Specific Plan in conjunction with development of related projects related to water quality, erosion and sedimentation, and operational stormwater runoff, conveyance capacity, flooding, pollutants, and regional basin planning would be less-than-cumulatively considerable.

Groundwater Recharge, Groundwater Supplies, and Regional Sustainable Groundwater Management: As discussed in the cumulative analysis contained in the 2035 General Plan and CAP EIR (page 6-33) (City of Woodland 2016b), development throughout the region would add impervious areas, which, depending on the specific location of such development, could adversely affect groundwater recharge. Therefore, projects in the region that are developed in areas of substantial groundwater recharge could result in a cumulatively significant impact. However, the City does not contain any areas of substantial groundwater recharge, such as groundwater recharge banks or active stream channels. Furthermore, most of the soils in the City are loams and clays, which typically have low infiltration rates. Finally, the City's Phase II MS4 permit requirements, the Technical Guidance Manual for Stormwater Quality Control Measures (City of Woodland 2006b), the Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a), the Post-Construction Standards Plan (City of Woodland 2015), and General Plan Policy 5.I.4 require that all new urban development incorporate LID features which could have the potential to locally, and likely minimally, increase groundwater recharge through the construction of infiltrative storm drainage facilities. The 2035 General Plan and CAP EIR determined that these requirements would result in a less-than-cumulatively considerable contribution to a significant cumulative impact from reduction in groundwater recharge. However, the 2035 General Plan and CAP

EIR also found that, although the City of Woodland has supported efforts to reduce water demand through conservation and other measures and surface water supplied by the Woodland-Davis Clean Water Agency's Regional Water Treatment Facility is the primary source of drinking water within the City's Planning Area, groundwater would still be used to supplement surface water supplies and could account for up to 30 percent of total demand in dry years. Therefore, the 2035 General Plan and CAP EIR determined that future development in the City's Planning Area could result in increased water demand that exceeds supply beyond the year 2035, due to lack of detailed planning beyond that time. Therefore, the 2035 General Plan and CAP EIR determined that future projects within the Planning Area would result in a cumulatively considerable contribution to the need for increased water supply, and that this impact was potentially significant and unavoidable. The WRTP Specific Plan Area does not contain any active stream channels and most of the WRTP Specific Plan Area soils are rated by NRCS (2020) as hydrologic Group C (slow infiltration rate). Furthermore, project applicants for future projects proposed under the WRTP Specific Plan and the off-site South Regional Pond are required to comply with the same regulatory controls listed above including development of LID stormwater features. Caltrans is required to comply with the terms and conditions of the SWRCB's NPDES permit, and the Caltrans Highway Design Manual, both of which include operational stormwater design. The Yolo Subbasin Groundwater Agency is in the process of preparing a GSP, which will be completed by January 1, 2022 as required by DWR (Yolo Subbasin Groundwater Agency 2020). Because development of the WRTP Specific Plan Area with urban land uses and the SR 113/County Road 25A interchange are planned as part of the City's General Plan, they will be included as part of regional planning efforts for the Sacramento Valley Groundwater Basin – Yolo Subbasin. The GSP will incorporate regionally planned existing and future development throughout the Yolo Subbasin, including all of the projects considered in this cumulative analysis. The GSP is required by law to include projects that would be implemented on both a local and regional basis to improve groundwater sustainability, if the results of groundwater modeling performed for the GSP determine that future demand would exceed supply. The City of Woodland is a member of the GSA, and therefore is actively involved in groundwater sustainability planning. The proposed WRTP Specific Plan was included as part of the cumulative analysis contained in 2035 General Plan and CAP EIR, and there are no substantial changes to environmental conditions, regulatory updates, or the WRTP Specific Plan that require additional cumulative analysis or mitigation. Therefore, cumulative effects from implementing the WRTP Specific Plan in conjunction with development of related projects related to substantial interference withgroundwater recharge, depletion of groundwater supplies, or interference with regional groundwater sustainability planning would be less-than-cumulatively considerable. (Draft EIR, pp. 3.9-23 through 3.9-25.)

10. LAND USE AND PLANNING, POPULATION AND HOUSING

Cumulative development within the region would result in a significant change in land use, and individual projects would need to be considered in context of their compliance with adopted land use plans. Plans with which compliance may be analyzed include general plans and regional transportation plans. For the WRTP Specific Plan, appropriate plans to consider include Yolo County's General Plan, the Woodland General Plan, and the Sacramento Area Council of Governments' (SACOG) Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). The proposed WRTP Specific Plan is required to be consistent with the 2035 General Plan. The WRTP Specific Plan is one of three subareas designated by the City of Woodland General Plan 2035 within the Specific Plan 1 (SP1) new growth area. The MTP/SCS is a long-range transportation plan that also includes analysis of greenhouse gas (GHG) emissions associated with passenger vehicle travel. The SACOG MTP/SCS identifies different community types, including "Developing Communities," a designation that includes the WRTP Specific Plan Area. The EIR comprehensively addresses direct and indirect impacts associated with buildout of the WRTP Specific Plan, including various topics that are also addressed in planning documents. There are no additional

impacts related to population, employment, or housing not already fully addressed in a topic-specific section of the EIR. As is true for the 2035 General Plan and CAP EIR, for the WRTP Specific Plan, there is no significant cumulative impact. For the purposes of analysis, the EIR assumes the development of approximately 1,600 new dwelling units, 2.2 million square feet of non-residential building space, and 5,000 employees, along with 17.6 acres of parks and other types of open space. Implementation of the proposed WRTP Specific Plan would directly facilitate population growth in the area through the construction of homes and could indirectly facilitate population growth through the development of employment opportunities, which may lead to additional housing demand. Population growth, by itself, is not an environmental impact. However, the direct and indirect effects, such as housing and infrastructure needs that are related to population growth, can lead to physical environmental effects, the impacts of which are considered throughout the topic-specific technical sections of the EIR. Population growth could result in significant cumulative impacts if population growth were to exceed estimates in the regional plans. However, the development assumptions for the WRTP Specific Plan are within the envelope created by the General Plan, and there is no impact related to population growth that is not fully addressed throughout the EIR in other sections. There is no significant cumulative impact. (Draft EIR, p. 3.10-35.)

11. NOISE AND VIBRATION

As discussed in the cumulative analysis contained in the 2035 General Plan and CAP EIR (pages 6-37) (City of Woodland 2016) noise is generally a localized impact that does not have regional or cumulative considerations. Noise sources associated with past, present, and future development in the region include construction equipment, landscape and building maintenance activities, agricultural equipment and activities, mechanical equipment, solid waste collection, parking lots, commercial, office, and industrial activities, and residential, school, and recreation activities and events. Noise sources that are adjacent to one another could combine to increase cumulative noise levels. However, consistent with the analysis provided in the 2035 General Plan and CAP EIR, stationary noise sources within the WRTP Specific Plan Area would not generally combine with noise sources outside of the WRTP Specific Plan Area to create a cumulative increase in stationary noise. Although ambient noise is increasing in urbanized areas over time as a result of increased development, but there are no cumulative sources of stationary noise in proximity to the WRTP Specific Plan Area and, therefore, there is no significant cumulative impact with regard to stationary noise sources. However, as described in the 2035 General Plan and CAP EIR (pages 6-37 through 6-43), regional development under the cumulative scenario would generate and attract vehicular travel along roadways located throughout the region, including within and near the City's Planning Area, which would combine with traffic associated with development in the Planning Area to increase vehicular traffic noise in areas directly adjacent to travel ways. As described in Section 3.11.4 of the EIR, future development under the WRTP Specific Plan would result in traffic levels that would increase noise levels along existing and future roadways. The 2035 General Plan and CAP EIR found that, even with implementation of all feasible measures in the form of policies and Implementation Programs in the 2035 General Plan, new development would result in a cumulatively significant and unavoidable contribution to the significant cumulative impact related to long-term transportation noise levels. The proposed WRTP Specific Plan Area is within the City's Planning Area and was included as part of the cumulative analysis contained in 2035 General Plan and CAP EIR. As shown in Table 3.11-9, traffic on future roadways within the WRTP Specific Plan Area and existing roadways adjacent to the WRTP Specific Plan Area is expected to increase with implementation of the WRTP Specific Plan and result in an increase in traffic-related noise levels up to 6 dB compared to Existing plus Approved Projects conditions. The increases of 5 to 6 dB would only occur along CR 25A from East of SR 113 NB Ramps to East of SR 113 NB Ramps and from SR 113 NB Ramps to Road A. However, no existing noise sensitive uses would be located along this segment of CR 25 A under the buildout condition of the WRTP Specific Plan Area. Traffic noise increases of less than perceptible level

of 3 dB would occur along the roadways planned within the WRTP Specific Plan Area. Also, as shown, traffic noise for the Existing plus Approved Projects Plus WRTP Specific Plan condition would range from 60 to 69 dB at 50 feet, which would not exceed the City's noise standards of 70 dB, as shown in Table 3.11-6, for all noise sensitive uses. Therefore, this impact is considered less than cumulatively considerable. (Draft EIR, p. 3.11-33.)

12. PUBLIC SERVICES AND RECREATION

POLICE AND FIRE SERVICES: The 2035 General Plan and CAP EIR (page 6-39) (City of Woodland 2016) noted that public services are generally provided by local governments and/or special districts for areas within their jurisdiction and are not provided on a regional basis. For this reason, the 2035 General Plan and CAP EIR determined fire and police protection services have less than significant cumulative impacts. The City of Woodland Police Department expects to meet increased demand for services through increased staffing rather than new facilities. The 2035 General Plan and CAP EIR determined additional fire stations would be required to meet demand from future growth. Because the City maintains its own fire department facilities, the construction of additional facilities would not combine with effects in neighboring communities to create cumulative impacts. The 2035 General Plan includes policies to ensure that sufficient facilities and services are provided to serve additional growth. These policies and programs apply to any level of development, and therefore would mitigate potential impacts from development of new facilities and the cumulative impact would be less than significant. As described above, the project applicants for future projects proposed under the WRTP Specific Plan would comply with 2035 General Plan policies that require review of project designs by the Woodland Fire Department and Woodland Police Department and implementation recommended conditions of approval, as well as provide funding to ensure fire and police protection personnel and equipment is provided to meet increased demand for fire and police protection services. In addition, individual development projects would incorporate California Fire Code and City standards into project designs to reduce the dependence on fire department equipment and personnel by reducing fire hazards. The WRTP Specific Plan's contribution to impacts related to increased fire and police protection services and facilities would be less than cumulatively considerable. Thus, no additional CEQA review is required.

PUBLIC EDUCATION SERVICES The 2035 General Plan and CAP EIR (page 6-39) (City of Woodland 2016) noted that public schools are provided by school districts to areas within their jurisdictions. While districts may have cross-jurisdictional boundaries, school services are still provided at the local, rather than regional, level. For this reason school services have lessthan-significant cumulative impacts. The 2035 General Plan and CAP EIR found that future growth would increase the student population, creating additional need for public schools. However, implementation of General Plan polices would reduce the impacts related to school services by encouraging coordination with WJUSD and other educational institutions regarding future school sites. The WJUSD operates within the City of Woodland and serves all development in the City, so the construction of additional facilities would not combine with effects in neighboring communities to create cumulative impacts in the region. Therefore, the 2035 General Plan and CAP EIR determined that the future growth would have a less than cumulatively considerable contribution to this impact. The WRTP Specific Plan would generate approximately 376 new elementary school students (grades K–6), 104 middle school students (grades 7–8), and 222 high school students (grades 9–12) (Table 3.12-5). The WRTP Specific Plan proposes a new elementary school in the area zoned for medium density residential, south of Parkland Avenue and east of Road B. Prior to the construction of this school, students within the WRTP Specific Plan Area would attend Tafoya Elementary School, Woodland Prairie Elementary School, Douglass Middle School, and Pioneer High School, all of which are operating below capacity (Table 3.12-2, as revised in Chapter 3, "Errata," of this Final EIR). The proposed WRTP Specific Plan would pay the State-mandated school impact fees to the WJUSD that are being levied at the time of development.

The California Legislature has declared that payment of the State-mandated school impact fee is deemed to be full and adequate mitigation under CEQA (California Government Code Section 65996); therefore, the WRTP Specific Plan's cumulative impacts related to increased demand for school facilities and services would be less than cumulatively considerable. Thus, no additional CEQA review is required Depending on the timing of future development within the WRTP Specific Plan Area, future students could potentially be bused or driven to schools within the WJUSD boundaries, resulting in indirect cumulative impacts related to transportation, such as air pollutant emissions, greenhouse gas emissions, and transportation noise. The environmental effects from construction and operation of the WRTP Specific Plan, including proposed school facilities and transportation related to an increased student population associated with proposed residential development, are evaluated throughout the individual environmental topic area sections in the EIR, as well as the cumulative impact analyses contained in each topic area of the EIR. There are no other known environmental effects associated with park facilities or services that are beyond the impacts disclosed in the relevant environmental topic area sections of the EIR. Thus, no additional CEQA review is required.

PARKS AND RECREATION The 2035 General Plan and CAP EIR (page 6-44) (City of Woodland 2016) noted that counties, cities, and special districts in the region each have their own parkland ratios and standards and are responsible for providing parkland to meet the local demand. Although an increase in regional population could increase demand for parks and recreation facilities and services, these local jurisdictions have authority over land use, set and implement level of service standards, and determine the siting and timing of public service projects. Therefore, the 2035 General Plan and CAP EIR determined that regional parks and recreation impacts would be cumulatively less than significant in and of themselves. The 2035 General Plan and CAP EIR also found that future growth in the City would likely require new park/recreation facilities to achieve the same parkland ratio. However, implementation of relevant policies in the 2035 General Plan related to parkland ratios and funding agreements would reduce environmental impacts, resulting in a less-than-cumulatively considerable contribution to regional parks and recreation impacts. Finally, the 2035 General Plan and CAP EIR determined that construction of any additional parks/recreational facilities in the City would not combine with effects in neighboring communities to create cumulative impacts. The WRTP Specific Plan includes the creation of new on-site parks and recreational facilities, as well as project impact fees, as required by the City. As described above, the WRTP Specific Plan would comply with all 2035 General Plan policies related to the design and construction of new parks and recreational facilities, resulting in a less-than-cumulatively considerable contribution to regional parks and recreation impacts. The environmental effects from construction and operation of the WRTP Specific Plan, including proposed recreational facilities, are evaluated throughout the individual environmental topic area sections in the EIR, as well as the cumulative impact analyses contained in each topic area of the EIR. There are no other known environmental effects associated with park facilities or services that are beyond the impacts disclosed in the relevant environmental topic area sections of the EIR. Therefore, construction of the new parks/recreational facilities proposed in the WRTP Specific Plan would not combine with effects in neighboring communities to create cumulative impacts. Thus, no additional CEQA review is required. (Draft EIR, pp. 3.12-19 through 3.12-21.)

13. TRANSPORTATION AND CIRCULATION

The 2035 General Plan and CAP EIR (pages 6-44 through 6-46) (City of Woodland 2016) analyzed cumulative impacts to transportation and circulation based on regional growth projections identified in the Sacramento Area Council of Governments' 2016 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). The proposed WRTP Specific Plan was included as part of the cumulative analysis contained in Chapter 6 of the 2035 General Plan and CAP EIR.

PROGRAMS, PLANS, ORDINANCES, AND POLICIES ADDRESSING THE CIRCULATION SYSTEM, INCLUDING TRANSIT, ROADWAY, BICYCLE, AND PEDESTRIAN FACILITIES The General Plan determined that new growth in the region is not expected to conflict with applicable plans, ordinances, or policies establishing measures of effectiveness for the performance. In addition the potential for hazards due to a design feature or incompatible use, inadequate emergency access, and impacts to bicycle and pedestrian facilities, the vehicular roadway network and transit, was determined to be less than cumulatively considerable under the 2035 General Plan and Cap EIR. As described above, the Specific Plan will modify the existing transportation network generally to expand existing facilities or to construct new facilities to accommodate planned population and employment growth. Draft street cross-sections for the Specific Plan include all of the bicycle facilities as identified in the 2035 General Plan. Also, with respect to pedestrian facilities, the Specific Plan identifies sidewalks on all streets within the project site, on the north side of CR 25A (southern project boundary), and on both sides of Parkland Avenue. Sidewalks and paths on streets within the project site range from 4.5 to 10 feet in width. The proposed road network for the project is consistent with the functional classification and street typology identified in the General Plan, and the Land Use Plan Layout and street cross-sections for the Specific Plan include all the roadway network facilities as identified in the 2035 General Plan. Furthermore, implementation of Mitigation Measures 3.13-1a and 3.13-1b would require a pro-rata contribution to transit service so that it is provided to the Specific Plan Area in the future and require for on-site planning of transit stops to ensure adequate provision of transit to serve the WRTP Specific Plan Area. These transportation and circulation elements of the Specific Plan are consistent with the 2035 General Plan and the regional transportation and circulation planning to connect the Specific Plan Area to the surrounding communities. The proposed Specific Plan and the off-site SR 113/County Road 25A interchange improvements were included as part of the cumulative analysis contained in the 2035 General Plan and CAP EIR, and there are no substantial changes to environmental conditions, regulatory updates, or the Specific Plan that require additional cumulative analysis or mitigation. Therefore, cumulative effects from implementing the Specific Plan in conjunction with development of related projects related to the potential to conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities would be less-than-cumulatively considerable.

Consistency with CEQA Guidelines Section 15064.3(b) The 2035 General Plan and CAP EIR evaluated VMT associated with buildout of the General Plan, including the Specific Plan Area, but the metric was not used to evaluate potential impacts under CEQA, as the CEQA guidelines implementing SB 743 were not implemented until after the adoption of the 2035 General Plan. Under SB 375 (Chapter 728, Statutes of 2008), the California Air Resources Board is responsible for issuing greenhouse gas targets to metropolitan planning organizationsthat reduce vehicle emissions, consistent with State climate goals, by a future planning horizon compared to an established baseline. SB 375 requires each metropolitan planning organizations to adopt a sustainable communities strategy (SCS) or alternative planning strategy (APS) that shows how a land use/transportation scenario will achieve the assigned greenhouse gas target. The current adopted SACOG 2020 MTP/SCS for the region is for the years 2020 to 2040. For the 2020 MTP/SCS, California Air Resources Board assigned SACOG a target of 19 percent per-capita GHG emissions reduction. The MTP/SCS indicates that VMT per capita in the SACOG region, which dipped significantly during the Great Recession, has increased starting in 2011. The MTP/SCS projects a 10-percent reduction in VMT per capita by 2040 for the SACOG region. As discussed above, the WRTP Specific Plan is consistent with the 2035 General Plan land use program and circulation network, and includes a TDM/VMT Program and funding to achieve the 10 percent VMT reduction required for new projects in General Plan Policy 3.A.4. The WRTP Specific Plan would be consistent with the City's VMT reduction targets and land use planning in alignment with the intent of SB 743, and there are no impacts that are peculiar to the WRTP Specific Plan that

were not addressed in the 2035 General Plan and CAP EIR Therefore, the Specific Plan Area's VMT will not contribute to regional impacts, and impacts would be less than cumulatively considerable.

Substantially Increase Hazards or Result in Inadequate Emergency Access The 2035 General Plan determined that cumulative effects related to increasing hazards due to design features, incompatible uses, or inadequate emergency access would be less than cumulatively considerable. The cumulative environment does not change the conclusions and analysis discussed in the project-specific analysis above. The City's land uses and transportation networks have been comprehensively planned through the Specific Plan process to conform to the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (2016), and establish appropriate and safe designs. Therefore, cumulative effects from implementing the Specific Plan in conjunction with development of related projects related to increasing transportation network hazards or resulting in inadequate emergency access would be less than cumulatively considerable.

14. UTILITIES

WATER SUPPLY The 2035 General Plan and CAP EIR (pages 6-46 and 6-47) (City of Woodland 2016) analyzed cumulative impacts to water supply based on regional growth projections identified in the Sacramento Area Council of Governments' 2016 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). The 2035 General Plan and CAP EIR noted that future growth in the region would result in increased water demand. Because available supply is dictated by water purveyor sources and purveyors who may have different demands, water supplies, water rights, and water quality challenges, the impacts on water supply related to implementation of the Sacramento Area Council of Governments' 2016 MTP/SCS at the regional level are considered cumulatively potentially significant in the 2016 MTP/SCS EIR. As discussed in the 2035 General Plan and CAP EIR, the City of Woodland has supported efforts to reduce water demand through conservation and other measures, which will lessen the demand for new water treatment facilities. Nevertheless, the City has not undertaken analysis of the availability of water supply beyond the population anticipated from implementation of the General Plan through 2035. Therefore, the 2035 General Plan and CAP EIR determined it is possible the water demand from cumulative growth for the region may exceed supply. Because the City has not analyzed the water supply for cumulative growth for the region and cannot state with any certainty what impact on water supply new development will have, the 2035 General Plan and CAP EIR determined that new development would make a cumulatively potentially significant and unavoidable contribution to the potentially significant cumulative impact. As described above, the project applicants for future projects proposed under the WRTP Specific Plan would comply with 2035 General Plan and CAP policies, Implementation Programs, and Actions that require implementation of water conservation and preparation of water supply assessments. In addition, a reclaimed water system would be installed to meet landscape irrigation demands for medians, parks, and greenways to further reduce potable water demands. In all year types, if demand cannot be met from surface water alone, the City plans to meet any additional demand through groundwater pumping. As shown in the Table 3.14-1, water supply is projected to be sufficient to meet demand through 2035 in all water years. The water supply demands for the WRTP Specific Plan Area were accounted for in water demand projections contained in the City's UWMP and evaluated in the 2035 General Plan and CAP EIR (City of Woodland 2016, West Yost Associates 2016). The WRTP Specific Plan proposes land uses consistent with those in the 2035 General Plan and, therefore, assumed for the City's UWMP. Therefore, sufficient water supplies would be available to meet the demands of the WRTP Specific Plan as well as existing and future development within the City's service area through 2035. As noted, the UWMP assessed water demand and supply using land use assumptions in the 2035 General Plan, with which the WRTP Specific Plan is consistent. Therefore, water demand would be the same, if not less than due tcontinued conservation measures, as analyzed in the 2035 General

Plan and CAP EIR. The 2035 General Plan and CAP EIR concluded that that water demand under the cumulative scenario may exceed demand and determined this to be a cumulatively considerable contribution to a significant and unavoidable impact. Proposed development under the WRTP Specific Plan is consistent with development assumptions in the 2035 General Plan and would contribute to this impact. There are no cumulative impacts related to water supply that are peculiar to the WRTP Specific Plan Area that were not addressed in the 2035 General Plan and CAP EIR and, as provided by CEQA Guidelines Section 15183 (f), no additional cumulative analysis is required.

WASTEWATER TREATMENT FACILITIES The 2035 General Plan and CAP EIR (page 6-47) (City of Woodland 2016) analyzed cumulative impacts to wastewater treatment facilities based on regional growth projections identified in the 2016 MTP/SCS. The 2035 General Plan and CAP EIR noted that growth in the region is expected to increase demand for wastewater management services because of increased amounts of wastewater effluent. Increased population from cumulative growth may result in the need for construction of new facilities for utilities and service systems. This was identified as a potentially significant impact in the 2016 MTP/SCS EIR, and thus has a potentially significant cumulative impact. Future growth in the City would result in increased development and therefore greater amounts of wastewater effluent. As discussed above, the future capacity of the WPCF could serve up to 105,000 residents and is sufficient to serve growth projected under the 2035 General Plan. Policy 5.F.1 of the 2035 General Plan ensures that sufficient public facilities and services would be available to serve new development. Policy 5.H.1 requires "that increased wastewater treatment facility capacity is available to serve planned urban development within the Planning Area consistent with this General Plan." This policy applies to all levels of development and therefore provides mitigation for increased demand for wastewater treatment associated with future development. Therefore, the 2035 General Plan and CAP EIR concluded that future development would have a less than cumulatively considerable contribution to the potentially significant cumulative impact. As stated above, the hydraulic capacity of the City's WPCF is expected to meet the City's projected needs through 2035, including the needs of the WRTP Specific Plan. In addition, the City has reduced residential and commercial wastewater design sanitary sewer flow rate assumptions for the WRTP Specific Plan Area (Cunningham Engineering 2020c). Therefore, the WPCF would have adequate capacity to treat wastewater flows generated by the WRTP Specific Plan, as well as future development within the WPCF service area. The 2035 General Plan and CAP EIR concluded that Policy 5.H.1 provides mitigation for increased demand for wastewater treatment associated with future development and determined that future development under the 2035 General Plan would have a less than cumulatively considerable contribution to a significant and unavoidable impact. Proposed development under the WRTP Specific Plan is consistent with development assumptions in the 2035 General Plan and the Public Facilities Financing Plan will demonstrate how the infrastructure requirements and the associated costs are reasonably balanced throughout each segment of development and ensures that sufficient public facilities and services would be available to serve new development, consistent with General Plan policy.. There are no cumulative impacts related to water supply that are peculiar to the WRTP Specific Plan Area that were not addressed in the 2035 General Plan and CAP EIR and, as provided by CEQA Guidelines Section 15183(f), no additional cumulative analysis is required.

SOLID WASTE The 2035 General Plan and CAP EIR (page 6-47) (City of Woodland 2016) analyzed cumulative impacts to solid waste disposal based on regional growth projections identified in the 2016 MTP/SCS. The 2035 General Plan and CAP EIR noted that growth in the region is expected to increase demand for solid waste management and recycling due to an increase in the amount of solid waste generated and requiring disposal. Any new landfill would be required to comply with relevant federal, State, and local statutes and regulations related to permitting and operation prior to construction and operation. This is identified as less than significant in the 2016

MTP/SCS EIR, and thus has a less than significant cumulative impact. The 2035 General Plan and CAP EIR concluded that impacts related to construction and operation of new landfills in the region would be cumulatively less than significant The 2035 General Plan and 2035 CAP EIR determined that the Yolo County Central Landfill's disposal capacity is sufficient to absorb solid waste generated by future development, as well as projected increases from population growth in the rest of the County. Furthermore, the 2035 General Plan and 2035 CAP include policies to reduce solid waste disposal needs through encouraging the development of regional and community-based recycling facilities and secondary resource businesses, and through the promotion of waste reduction measures to Woodland residents and businesses. Therefore, the 2035 General Plan and CAP EIR concluded that future development would have a less than cumulatively considerable contribution to the potentially significant cumulative impacts related to solid waste disposal. As discussed above, the project applicants for future projects proposed under the WRTP Specific Plan would comply with all statues and regulations related to solid waste. Compliance with the CalGreen Code, the City's Construction and Demolition Debris Recycling and Diversion Ordinance, AB 1826, the City's Recyclable Materials Ordinance, City General Plan policies, and other City recycling programs would ensure that sufficient capacity at the Yolo County Central Landfill would continue be available to accommodate solid-waste disposal needs for future development. There are no cumulative impacts related to solid waste that are peculiar to the WRTP Specific Plan Area that were not addressed in the 2035 General Plan and CAP EIR and, as provided by CEQA Guidelines Section 15183(f), no additional cumulative analysis is required. (Draft EIR, pp. 3.14-19 through 3.14-21.)

VI. PROJECT ALTERNATIVES

When a lead agency has determined that, even with the adoption of all feasible mitigation measures, a proposed project would still cause one or more significant environmental effects that cannot be substantially lessened or avoided, the agency, prior to approving the project as mitigated, must first determine whether, with respect to such impacts, there remain any project alternatives that are both environmentally superior and feasible within the meaning of CEQA. An alternative may be "infeasible" if it fails to fully promote the lead agency's underlying goals and objectives with respect to the project.

When significant effects are identified in the EIR for the project, CEQA Guidelines Section 15126.6 requires the EIR to consider and discuss alternatives to the proposed actions as a way of avoiding the significant effects. Subdivision (a) states:

> An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation. An EIR is not required to consider alternatives which are infeasible. The Lead Agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason.

Subdivision (b) states the purpose of the alternatives analysis is to discuss alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effects of the project, even if the alternatives would impede, to some degree, the attainment of the project objectives or if the alternative or alternative location would be more costly.

Subdivision (c) describes the selection process for a range of reasonable alternatives and states that the range must include those that could feasibly accomplish most of the project's basic objectives and could avoid or substantially lessen one or more of the significant effects. The EIR must briefly describe the rationale for selecting the alternatives and identify alternatives that were considered by the lead agency but rejected as infeasible and briefly explain the agency's reasons underlying that determination. Factors that may be used to eliminate alternatives from consideration include an alternative's failure to meet most of the basic project objectives, infeasibility, or the inability to avoid significant environmental effects. Thus, the range of alternatives is governed by a "rule of reason" that requires the EIR to set forth only those alternatives necessary to allow a reasoned choice. The EIR must include enough information about each alternative to allow meaningful evaluation, analysis, and comparison with the Project. Alternatives are limited to ones that would avoid or substantially lessen any of the significant effects of the project. Of those alternatives, the EIR need examine only the ones that the lead agency determines could feasibly attain most of the basic project objectives.

Under CEQA, "(f)easible means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors" (CEQA Guidelines Section 15364.) The concept of feasibility permits agency decision-makers to consider the extent to which an

alternative is able to meet some or all of a project's objectives. In addition, the definition of feasibility encompasses desirability to the extent that an agency's determination of infeasibility represents a reasonable balancing of competing economic, environmental, social, and technological factors.

Section 15126.6(f) of the CEQA Guidelines provides a discussion of factors that can be taken into account in determining the feasibility of alternatives. These factors include:

- Project objectives;
- Avoid or substantially lessen significant effects;
- Site suitability;
- Other plans or regulatory limitations;
- Economic viability;
- Availability of infrastructure;
- Jurisdictional boundaries/regional context;
- Property ownership and control; and
- Other reasons for rejecting as infeasible (e.g., effects cannot be reasonably ascertained or implementation is remote and speculative).

In accordance with CEQA Guidelines Section 15126.6, a reasonable range of alternatives to the proposed project are described in Section 4 of the EIR and summarized below. The project objectives, which informed the development of alternatives, are provided in Section II.A.2 of this document.

A. ALTERNATIVES CONSIDERED AND REJECTED FROM DETAILED ANALYSIS

Section 15126.6(c) of the CEQA Guidelines specifies that an EIR should (1) identify alternatives that were considered by the lead agency but were eliminated from detailed consideration because they were determined to be infeasible during the scoping process; and (2) briefly explain the reasons underlying the lead agency's determination. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives; (ii) infeasibility; and/or (iii) inability to avoid significant environmental impacts.

The following alternatives were considered but rejected as part of the environmental analysis for the project:

1. OFF-SITE DEVELOPMENT ALTERNATIVE

This alternative would envision the Specific Plan Area in continued agricultural use, while density and nonresidential development intensity would be increased in undeveloped portions of the Spring Lake Specific Plan Area, other Specific Plan areas (including SP-1B, -1C, and -3), and infill opportunity areas within the City.

While this alternative may reduce the level of impacts identified in the EIR associated with the Specific Plan Area itself, it would shift impacts associated with ground disturbance and new construction to other parts of the City's Planning Area. This alternative would not fulfill project objectives related to creating a centralized hub supporting strategic new employment within immediate proximity to complementary uses, as well as gathering places and new housing to support day–to-day needs of businesses, their clients, and their employees. In addition, the applicant would have no control over the multiple properties that would be required to accommodate this level of development. Therefore, the Off-site Development Alternative was rejected since it is infeasible, and since it would largely shift rather than reduce impacts.

2. ALTERNATIVES ANALYZED IN THE EIR

The alternatives selected for further detailed review within the EIR focus on alternatives that could the project's significant environmental impacts, while still meeting most of the basic project objectives. Those alternatives include:

NO PROJECT ALTERNATIVES

CEQA Guidelines (Section 1526.6[e]) requires consideration of a no-project alternative that represents the existing conditions, as well as what would reasonably be expected to occur in the foreseeable future if the project were not approved. The no-project alternative could take two forms: one, as a scenario in which urban development does not occur at all within SP-1A and existing conditions within SP-1A persist; or two, a scenario in which development still occurs, consistent with the framework for SP-1A prescribed by the 2035 General Plan and City's planning efforts.

As the Specific Plan Area is planned for development ("SP-1A") under the 2035 General Plan, and the Specific Plan Area is a key element of the development framework envisioned in the 2035 General Plan, it is not considered likely that a no-development scenario would persist well into the future. However, in order to provide the most complete set of information for decision makers, the no-development scenario has been included and analyzed as a no-project alternative.

Alternative 1: No Project (No Development) Alternative

The purpose of this alternative is to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. This alternative envisions that the proposed WRTP Specific Plan is not approved and development under the 2035 General Plan occurs elsewhere within the City of Woodland.

The Specific Plan Area is currently used for agricultural production, consisting of row crops and pasture, with one existing home and a barn associated with agricultural activities. The No-Project (No Development) Alternative assumes continued agricultural use throughout the Specific Plan Area, and increased residential density and nonresidential development intensity in undeveloped portions of the Spring Lake Specific Plan Area, other specific plan areas of the City (including SP-1B, -1C, -2, and -3), and infill opportunity areas within the City. This alternative also assumes no implementation of off-site improvements (i.e., the Caltrans Improvement Area and South Regional Pond).

Alternative 1 (No Project, No Development) Impacts

- AESTHETICS AND VISUAL RESOURCES: Alternative 1 envisions continued agricultural production within the Specific Plan Area and off-site proposed South Regional Pond area. With the continuation of existing agricultural uses, it is likely that no visual change would occur, or that any future activities permitted under the zoning and designation such as the construction of minor outbuildings or farming facilities or changes in agricultural operations would not entail a significant change in the visual character of the project site. No damage to scenic vistas or scenic resources within a state scenic highway would occur. There would be no additional sources of light or glare.

- AGRICULTURE AND FORESTRY RESOURCES: Based on analysis of the Yolo County Important Farmland map, approximately 346 acres of Prime Farmland exists within the Specific Plan Area and the approximately 4-acre proposed South Regional Pond area is also considered Prime Farmland. This land within the Specific Plan Area would be directly and permanently converted to urban uses and the approximately four acres south of CR 25A and west of the Specific Plan Area would be directly and permanently converted to a detention basin. Alternative 1 envisions continued agricultural production within the Specific Plan Area and off-site proposed South Regional Pond area. There would be no loss of farmland or conversion of agricultural land to non-agricultural urban uses, and no conflict with existing on-site or off-site agricultural operations.

- AIR QUALITY: Under Alternative 1, the Specific Plan Area would continue to be used for agricultural uses and the off-site South Regional Pond would not be constructed. Existing air pollutant emissions associated with agricultural activities would still occur under Alternative 1. However, since no urban construction or development would occur, the amount of construction-related air pollutants that would be generated under Alternative 1 would be substantially reduced as compared to the proposed WRTP Specific Plan. Operational generation of criteria air pollutants and precursors, as well as exposure to toxic air contaminants, would also be reduced compared to the proposed WRTP Specific Plan.

- BIOLOGICAL RESOURCES: Because no development would occur under Alternative 1, no impacts to wildlife and their habitats would occur. The users of the land would be required to comply with all applicable State and federal regulations that prohibitimpacts to special-status animals and their habitats.

- CLIMATE CHANGE, GREENHOUSE GAS EMISSIONS, AND ENERGY: Under Alternative 1, the Specific Plan Area would continue to be used for agricultural uses and the off-site South Regional Pond would not be constructed. Existing greenhouse gas emissions and energy consumption associated with agricultural activities would still occur under Alternative 1. However, since no urban construction or development would occur, the amount of construction-related greenhouse gas emissions that would be generated and energy that would be consumed under Alternative 1 would be substantially reduced as compared to the proposed WRTP Specific Plan. Operational generation of greenhouse gas emissions and energy consumption would also be reduced compared to the proposed WRTP Specific Plan.

- CULTURAL AND TRIBAL CULTURAL RESOURCES: Although investigations of the proposed WRTP Specific Plan Area did not identify known significant cultural resources present in the WRTP Specific Plan Area, the broader area does have an elevated sensitivity for archaeological resources, due to the long-standing Native American inhabitation and past historical agricultural and settlement uses. It is reasonable to assume that the area may contain resources not yet identified but that would qualify as archaeological resources under CEQA. Continued agricultural uses, consistent with current land use, on the existing parcels would not meet

the definition of a "project" under CEQA and, therefore, a mitigation monitoring plan would not be implemented. However, all property owners would still be required to comply with Section 7050.5 of the Health and Safety Code, which governs the treatment of human remains. In addition, Section 5097.98 of the California Public Resources Code prevents any person from obtaining or possessing Native American artifacts or human remains taken from a grave or cairn. Because Alternative 1 would entail continued agricultural uses, a very small amount of earth-moving activities would occur as compared to the proposed WRTP Specific Plan. Therefore, the potential for adverse impacts to cultural and tribal cultural resources would be substantially lower.

- GEOLOGY, SOILS, MINERALS, AND PALEONTOLOGICAL RESOURCES: Alternative 1 would entail continued agricultural uses. Thus, no site-specific geotechnical reports or grading and erosion control plans would be prepared. A records search indicated that no paleontological resources have been recorded from the Specific Plan Area. Because the southern portion of the Specific Plan Area is composed of a mixture of the Riverbank and Modesto Formations, a paleontologically sensitive rock formation, fossils may be present under the ground surface in this area. Because Alternative 1 would entail continued agricultural, a very small amount of earth-moving activities would occur as compared to the proposed WRTP Specific Plan. Furthermore, ground disturbance associated with continued agricultural activities would not be deep enough to affect any undiscovered subsurface paleontological resources. Therefore, the potential for adverse impacts to paleontological resources would be substantially lower compared to the proposed WRTP Specific Plan.

- HAZARDS AND HAZARDOUS MATERIALS: Since Alternative 1 would entail the continuation of existing agricultural land uses, the potential for accidental spills of hazardous materials associated with construction activities or construction workers exposure to hazardous materials would be greatly reduced. Based on the Phase II screening-level pesticide assessment for soils in the Specific Plan area and off-site proposed South Regional Pond site, residual metal (arsenic) and agricultural pesticides in the off-site improvement areas would not represent a human health or environmental hazard. Ongoing pesticide use could be expected on-site and on the adjacent agricultural lands. Agricultural chemical use represents a potential source of environmental contamination that could pose a human health and environmental hazard during future activities. However, agricultural operations would be required to follow applicable local, State, and federal regulations for the use, storage, and transport of hazardous materials, as well as comply with appropriate Yolo County Agricultural Weights and Measures Department regulations for environmental protections. Therefore, the potential impacts associated with hazards and hazardous materials under Alternative 1 would be reduced relative to the WRTP Specific Plan.

- HYDROLOGY, FLOODING, AND WATER QUALITY: Under Alternative 1, agricultural production and related activities would continue similar to existing conditions. Specific measures required under the proposed WRTP Specific Plan to address water quality (a grading and erosion control plan, a stormwater pollution prevention plan, a drainage plan, and a best management practice and water quality maintenance plan) would not be implemented for agricultural production—which would allow the use of fertilizers and pesticides. While the City does not have any information to suggest that on-site agricultural operations have or will cause water quality issues, it is possible that agriculture can negatively affect water quality, even when done properly, due to nutrient loads from fertilizer, toxic fecal coliform from animal waste, or increased erosion and runoff. Agricultural uses would be required to comply with appropriate Yolo County Agricultural Weights and Measures Department regulations for environmental protections Under Alternative 1, continued agricultural uses would continue to allow irrigation water and stormwater to percolate through the soil to the aquifer.

Therefore, Alternative 1 would reduce impacts associated with depletion of groundwater supplies and the increase in surface water runoff as compared to the proposed WRTP Specific Plan.

- LAND USE PLANNING, POPULATION, AND HOUSING: The use of the Specific Plan Area for continued agricultural uses would not affect population or housing. Similar to the proposed Specific Plan, Alternative 1 would not displace substantial numbers of existing people or housing, induce substantial unplanned population growth, or divide an established community. Unlike the proposed Specific Plan, continuation of agricultural uses under Alternative 1 would not require annexation of the Specific Plan Area into the City, nor would it require amending the City's Zoning Ordinance. However, the City of Woodland 2035 General Plan identifies the Specific Plan Area as "SP-1A," a new growth area within the City. Alternative 1 would not promote development within the Specific Plan Area consistent with the City's 2035 General Plan, and would not accommodate residential and employment growth anticipated within the City's Planning Area and in support of the City's Regional Housing Needs Assessment of the Sacramento Area Council of Governments. Therefore, Alternative 1 would be inconsistent with the City's primary land use planning tool, the 2035 General Plan.

- NOISE AND VIBRATION: Under Alternative 1, noise associated with the use of agricultural equipment would continue throughout the Specific Plan Area and the proposed off-site South Regional Pond area, and could potentially increase or change in type, depending on any changes in agricultural activities, including a change in crops or farming techniques, or other activities that would be permitted under the current zoning and designations. Under the proposed WRTP Specific Plan, agricultural activity, and associated noise and vibration, could also continue on undeveloped areas within the Specific Plan Area. However, with the assumed development under the proposed WRTP Specific Plan, on- and offsite construction and operational noise and vibration would be substantially higher than with Alternative 1. Thus, impacts from noise and vibration under Alternative 1 would be reduced as compared to the proposed WRTP Specific Plan.

- PUBLIC SERVICES AND RECREATION Alternative 1, which would entail continued agriculture and related uses, would have only a minor, negligible effect related to the provision of law enforcement and fire protection, and no impact on education. In addition, Alternative 1 would not result in the increased use of existing parks or recreational facilities or require the construction or expansion of parks or recreational facilities. However, as opposed to implementation of the proposed WRTP Specific Plan, implementation of Alternative 1 would not include the contribution of funds toward the Woodland Sports Park. This would not result in any increase in an environmental impact relevant to CEQA, but would be a reduced benefit under Alternative 1 as compared to the WRTP Specific Plan.

- TRANSPORTATION AND CIRCULATION: Assuming that agricultural operations would continue consistent with existing operations, no increase in travel demand would occur and no conflicts with transportation-related policies would occur. The development of multimodal transit hub would not occur and would not provide additional alternative transportation services that would otherwise serve the surrounding neighborhoods, such as the Spring Lake Specific Plan Area and future development of the other Specific Plan areas within the City. This would be a reduced benefit under Alternative 1 as compared to the proposed WRTP Specific Plan.

- UTILITIES: Alternative 1 would not increase the demand for water, wastewater service and treatment, electrical services, natural gas services, and communications services. Currently there are six agricultural wells in use in the Specific Plan Area – four wells are located north of CR 25A and two wells are located south of CR 25A. It is anticipated that these wells would continue to provide water to serve continued agricultural production under

Alternative 1. Unlike the proposed WRTP Specific Plan, Alternative 1 would not require the construction of water supply conveyance facilities or wastewater collection and conveyance facilities. Overall, impacts related to utilities would be reduced under Alternative 1 compared to the Specific Plan

Ability of Alternative 1 to Meet Project Objectives

This alternative would not meet any of the basic project objectives since it would not create a centralized hub for research and technology to connect the growing U.C. Davis and Sacramento regions. There would be no new advanced technology-related jobs or related training to allow for the expanding number of Woodland residents and college graduates from the Woodland Community College and throughout the region to live and work in the community.

Findings for Project Alternative 1

The City Council specifically rejects Alternative 1 on the ground that Alternative 1 does not meet the proposed project's objectives. This alternative would not meet any of the basic project objectives since it would not create a centralized hub for research and technology to connect the growing UC Davis and Sacramento regions. There would be no new advanced technology-related jobs or related training to allow for the expanding number of Woodland residents and college graduates from the Woodland Community College and throughout the region to live and work in the community.

Alternative 2: No Project (Development) Alternative

The purpose of this alternative is to allow decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. This alternative envisions that the proposed WRTP Specific Plan is not approved, but that development would occur within the Specific Plan Area as directed by the 2035 General Plan for SP-1A, but not as designed under the WRTP Specific Plan.

The No-Project (Development) Alternative assumes development within SP-1A in a manner that, like the proposed WRTP Specific Plan, is consistent with the 2035 General Plan and that has a density, layout, and mix of uses more consistent with a typical business park development with supporting land uses in proximity to a highway interchange. As detailed in the 2035 General Plan Policy 2.L.2, SP-1A is to be developed as "as a mixed-use residential district anchored by a research and technology business park in the Southern Gateway area at CR 25A and SR 113." The General Plan directs a specific plan to "concentrate the highest intensity of development within and in close proximity to the business park area, with lower-density, largely residential uses to the north." Consistent with this policy, this No-Project (Development) Alternative assumes the business park would be concentrated in the southwestern portion of the Specific Plan Area near the interchange of SR 113 and CR 25A. The business park is assumed to be developed in a campus-like setting, as described in the 2035 General Plan, and include larger lots with two- to three-story buildings and large parking lots. Also consistent with General Plan direction to focus higher-intensity development around the highway interchange, this alternative includes increased highway commercial acreage. As defined by General Plan Policy 2.L.2, the highest density housing would be close to the business park area, with lower-density residential uses in the northern portion of the Specific Plan Area. The mobility hub proposed as a part of the WRTP Specific Plan is not a part of this alternative. The village center and associated park and residential development proposed as a part of the WRTP Specific Plan is not included under this alternative and, rather than high-density residential with a community commercial overlay along CR 25A, this land would include additional business park and highway commercial uses. The Specific Plan Area would still accommodate

approximately 1,600 residential dwelling units and 2.2 million square feet of non-residential uses. However, in order to support the residential units, the high-density residential land uses would be provided in relatively larger blocks surrounding the business park land uses and the single-family land use acreage would be reduced compared to that proposed under the WRTP Specific Plan.

Alternative 2 (No Project, Development) Impacts

- AESTHETICS AND VISUAL RESOURCES: Alternative 2 envisions that development would occur as directed by the 2035 General Plan for SP-1A, but not as designed under the WRTP Specific Plan. As with implementation of the proposed WRTP Specific Plan, farmland within the WRTP Specific Plan Area and off-site improvement areas would be converted to urban land uses from implementation of Alternative 2. Development under this alternative would also adhere to policies consistent with the 2035 General Plan policies developed to limit the impact on visual character and quality from development within the City's Planning Area. Development within SP-1A under this alternative would include larger parcels in the business park area with two- to three-story buildings and large parking lots to serve businesses, higher-intensity development around the highway interchange, increased highway commercial acreage to serve through-traffic in the area. The high-density residential land uses would be provided in relatively larger blocks surrounding the business park land uses and the single-family acreage would be reduced compared to that proposed in the WRTP Specific Plan. Similar to the proposed WRTP Specific Plan, this No-Project (Development) Alternative would result in a substantial change to the existing visual character from agricultural cropland to a mix of urban land uses, and would still add to the overall amount of lighting and glare in the City. However, the shift in the land use mix under this Alternative compared to the WRTP Specific Plan may also result in increased roadway signage in support of the business park and highway commercial land uses, larger parking lots to support business park land uses and associated parking and circulation, and reduced low-density residential areas; these changes could ultimately somewhat reduce continuity in scale, form, or overall visual character between SP-1A and the adjacent Spring Lake Specific Plan Area and increased sources of light and glare compared to development under the proposed WRTP Specific Plan.

- AGRICULTURE AND FORESTRY RESOURCES: Alternative 2 would involve approximately the same amount of development as the proposed WRTP Specific Plan. Similar to the proposed WRTP Specific Plan, implementation of Alternative 2 would permanently convert an estimated 350 acres of agricultural farmland, including Prime Farmland, to nonagricultural uses. In addition, as with the proposed WRTP Specific Plan, Alternative 2 would locate residential uses adjacent to existing on-site and offsite agricultural lands, resulting in potential conflicts between agricultural and urban land uses.

- AIR QUALITY: Alternative 2 would involve approximately the same amount of development as the proposed WRTP Specific Plan, but with a different mix and layout. As with the proposed WRTP Specific Plan, Alternative 2 would involve the temporary generation of criteria air pollutants and precursors resulting from construction activities throughout the Specific Plan Area and off-site improvement areas. Constructing Alternative 2 could also expose sensitive receptors to substantial pollutant concentrations during construction, as well as during operations due to the creation of new sources such as at commercial truck docking areas. Overall, short-term construction-related impacts and the potential for exposure to substantial localized pollutant concentrations would be similar compared to the proposed WRTP Specific Plan. Under Alternative 2, relatively fewer daily needs would be met through walking, bicycling, and transit since commercial uses would be focused in the southwestern edge of the Specific Plan Area and oriented to motorists, and since the mobility hub

proposed as a part of the WRTP Specific Plan would not be a component of this alternative. Overall, the shift in development within the Specific Plan Area would increase air pollutant emissions from land use development under Alternative 2 compared to that of the proposed WRTP Specific Plan.

- BIOLOGICAL RESOURCES: Alternative 2 would entail the same amount of development as the proposed WRTP Specific Plan, but with a different mix, layout, and density. Similar to the proposed WRTP Specific Plan, Alternative 2 could potentially result in the loss of suitable nesting and foraging habitat for Swainson's hawk, white-tailed kite, burrowing owl, and other raptors; loss and disturbance of potential nesting and foraging habitat for common migratory birds; removal of elderberry shrub(s) that serve as potential habitat for valley elderberry longhorn beetle and larvae; loss of existing structures, orchard trees, and other trees that may support breeding pallid bats or western red bats; loss and degradation of State or federally protected wetlands. Similar to the proposed WRTP Specific Plan, mitigation measures would be required to reduce or off-set potential impacts in accordance with the Yolo Habitat Conservation Plan/Natural Community Conservation Plan and State and federal regulations. Impacts related to the loss and disturbance of forging and nesting habitat for special-status wildlife, and to the loss and degradation of State or federally protected wetlands, would be similar in type and extent as under the proposed WRTP Specific Plan since the area envisioned for development would be the same.

- CLIMATE CHANGE, GREENHOUSE GAS EMISSIONS, AND ENERGY: Alternative 2 would involve approximately the same amount of development as the proposed WRTP Specific Plan. As with the proposed WRTP Specific Plan, Alternative 2 would involve the temporary generation of greenhouse gas emissions and use of fuel as a result of construction activities throughout the Specific Plan Area and off-site improvement areas. Operations under Alternative 2 would provide for relatively fewer daily needs would be met through walking, bicycling, and transit since commercial uses would be focused in the southwestern edge of the Specific Plan Area and oriented to motorists, and since the mobility hub proposed as a part of the WRTP Specific Plan would not be a component of this alternative, thereby increasing greenhouse gas emissions and fuel consumption associated with vehicle use, which is the biggest source of emissions for development of the Specific Plan Area and the City as a whole. In addition, this Alternative may not include the same emphasis on energy conservation and sustainability as emphasized in the guiding principles of the proposed WRTP Specific Plan. Overall, the shift in development within the Specific Plan Area would increase greenhouse gas emissions and energy consumption from land use development under Alternative 2 compared to that of the proposed WRTP Specific Plan.

- CULTURAL AND TRIBAL CULTURAL RESOURCES: Alternative 2 would entail the same amount of ground disturbance as the proposed WRTP Specific Plan and would be subject to the same regulations protecting cultural resources. Therefore, the potential for adverse impacts to cultural and tribal cultural resources would be similar.

- GEOLOGY, SOILS, MINERALS, AND PALEONTOLOGICAL RESOURCES: Alternative 2 would result in a similar amount of development as the proposed WRTP Specific Plan. Although the layout and specific land uses would be different under Alternative 2 compared to the proposed WRTP Specific Plan, the area of ground disturbing activities would be similar and therefore the impacts would be similar.

- HAZARDS AND HAZARDOUS MATERIALS: Alternative 2 would result in a similar amount of development as the WRTP Specific Plan and in the same location as the WRTP Specific Plan. Although the

layout and specific land uses would be different under Alternative 2, the associated potential hazards and use of hazardous materials would be the same. New land uses would require the routine use, transport, and disposal of hazardous material and waste and may increase exposure to risk of hazards. Construction activities may also generate hazardous materials and waste, such as fuels and oils from construction equipment and vehicles. Workers and members of the public could be exposed to hazards during construction activities from accidental releases of hazardous materials. However, like the proposed WRTP Specific Plan, Alternative 2 would be subject to the federal, State, and local requirements associated with the use, transport and disposal of hazardous materials and waste. Therefore, the potential for impacts related to hazards and hazardous materials would be similar under Alternative 2 as to the proposed WRTP Specific Plan.

- HYDROLOGY, FLOODING, AND WATER QUALITY: Alternative 2 would result in similar development as the proposed WRTP Specific Plan. Construction and grading activities associated with implementation of Alternative 2 have the potential to cause temporary and short-term increased erosion and sedimentation, similar to the proposed WRTP Specific Plan. The same State and local regulations and best management practices would be required of development under Alternative 2 as the proposed WRTP Specific Plan. As with the proposed WRTP Specific Plan, before new urban development can proceed, a grading and drainage plan must be submitted to the City Department of Public Works that must incorporate stormwater pollution control as well as storm drainage design features to control increased runoff from new development, as well as comply with other City and State requirements pertaining to urban runoff and water quality. As compared to the proposed WRTP Specific Plan, Alternative 2 may result in increased impervious surface area associated with more expansive business park building and parking lot footprints and lack of passive green space, including 'The Yard,' the 11-acre park within the heart of the Specific Plan Area as envisions under the WRTP Specific Plan. Therefore, the peak discharge flows and rate of stormwater runoff generated within the Specific Plan Area would be slightly increased. Thus, Alternative 2 could increase potential effects related to groundwater recharge and increased surface runoff compared to the proposed WRTP Specific Plan.

- LAND USE PLANNING, POPULATION, AND HOUSING: Alternative 2 would result in new development throughout the same are as that under the proposed WRTP Specific Plan. This Alternative assumes development within the Specific Plan Area in a manner that is consistent with the 2035 General Plan and that has a density, layout, and mix of uses more consistent with a typical business park development with supporting land uses in proximity to a highway interchange. Similar to the proposed WRTP Specific Plan, this development would not displace substantial numbers of existing people or housing, induce substantial unplanned population growth, or divide an established community. In addition, as with the proposed WRTP Specific Plan, Alternative 2 would require the annexation of the Specific Plan Area into the City and amendment of the City's Zoning Ordinance. Therefore, Alternative 2 would be consistent with the City's2035 General Plan, and impacts related to land use, population, and housing under Alternative 2 would be similar to the proposed WRTP Specific Plan.

- NOISE AND VIBRATION: Alternative 2 would result in new development throughout the same are as that under the proposed WRTP Specific Plan. This Alternative assumes development within the Specific Plan Area in a manner that is consistent with the 2035 General Plan and that has a density, layout, and mix of uses more consistent with a typical business park development with supporting land uses in proximity to a highway interchange. As with the proposed WRTP Specific Plan, Alternative 2 would involve the temporary and short-term noise and vibration resulting from demolition and construction activities. In addition, future operational uses within the WRTP Specific Plan Area could generate noise and vibration in proximity to existing or future

noise sensitive receptors, similar to conditions under the proposed WRTP Specific Plan. Overall, impacts would be similar compared to the proposed WRTP Specific Plan.

- PUBLIC SERVICES AND RECREATION: Alternative 2 would result in new development throughout the same are as that under the proposed WRTP Specific Plan. This Alternative assumes development within the Specific Plan Area in a manner that is consistent with the 2035 General Plan and that has a density, layout, and mix of uses more consistent with a typical business park development with supporting land uses in proximity to a highway interchange, but likely to accommodate approximately the same number of residential dwelling units and non-residential square feet. As such, the project's law enforcement, fire protection, public school services, and parks and recreational services needs would be similar to the proposed WRTP Specific Plan. Overall, impacts would be similar compared to the proposed WRTP Specific Plan.

- TRANSPORTATION AND CIRCULATION: Alternative 2 would generate travel demand associated with construction and operations of future development of the Specific Plan Area. This Alternative assumes development within the Specific Plan Area in a manner that is consistent with the 2035 General Plan and that has a density, layout, and mix of uses more consistent with a typical business park development with supporting land uses in proximity to a highway interchange, but likely to accommodate approximately the same number of residential dwelling units and non-residential square feet. Alternative 2 would involve the temporary and short-term generation of trips during demolition and construction activities – since development would be similar in overall scale to the proposed WRTP Specific Plan, constructionrelated trips are anticipated to be similar. The land use layout may not accommodate non-vehicular transportation through multi-use trails and proximity of complementary land uses that is provided by the proposed WRTP Specific Plan, thereby increasing operational-related travel demand compared to that of the proposed WRTP Specific Plan. In addition, this Alternative may not be subject to the same Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (TDM/VMT Program), developed as part of and detailed in Section 6.2.3, "Subsequent Implementation Documents/Analysis," of the WRTP Specific Plan. While the City may require a similar program to ensure consistency with the General Plan, it may be that this alternative would require off-site, net reductions in VMT if the requisite VMT reductions cannot feasibly be met due to the density, mix, and layout of this alternative. Overall, Alternative 4 is anticipated to generate a similar level of net VMT compared to the proposed Specific Plan, and impacts would be similar to the proposed Specific Plan.

- UTILITIES: Alternative 2 would result in new development throughout the same are as that under the proposed WRTP Specific Plan. This Alternative assumes a different land use mix and layout than the proposed WRTP Specific Plan Area, but in a manner that is consistent with the 2035 General Plan and likely to accommodate approximately the same number of residential dwelling units and non-residential square feet as the proposed WRTP Specific Plan. As with the proposed WRTP Specific Plan, Alternative 2 would still require the construction of water supply conveyance facilities and wastewater collection and conveyance facilities to serve the Specific Plan Area. Development under this Alternative would be subject to the same service and improvement standards, and state and federal laws and regulations as the proposed WRTP Specific Plan. As such, the project's utility requirements would be similar to the proposed WRTP Specific Plan and impacts would be similar compared to the proposed WRTP Specific Plan.

Ability of Alternative 2 to Meet Project Objectives

This alternative would meet land use requirements as defined by the 2035 General Plan, but may not as effectively meet the project objectives developed as guiding principles through the City's detailed planning process for the overarching vision of development within the Specific Plan Area. The business park may still accommodate and attract innovation and technology-related industry. However, it may not provide social gathering spaces for employees, residents, and visitors to connect, recreate, and relax in proximity to their place or work and residence. In addition, the housing mix would include a greater proportion of high-density residential, provided in larger blocks surrounding the business park land uses, which may result in less "seamless transitions," as sought by the project objectives. Finally, the circulation plan could still accommodate well-designed complete streets and pedestrian and bicycle facilities; however, relatively fewer daily needs would be met through walking, bicycling, and transit since commercial uses would be focused in the southwestern edge of the Specific Plan Area and oriented to motorists, and since the mobility hub proposed as a part of the WRTP Specific Plan is not a component of this alternative he business park and highway commercial land uses, larger parking lots to support business park land uses and associated parking and circulation, and reduced low-density residential areas; these changes could ultimately somewhat reduce continuity in scale, form, or overall visual character between SP-1A and the adjacent Spring Lake Specific Plan Area and increased sources of light and glare compared to development under the proposed WRTP Specific Plan.

Findings for Project Alternative 2

The City Council specifically rejects Alternative 2 on the ground that it does not meet the proposed project's objectives. This alternative would meet land use requirements as defined by the 2035 General Plan, but may not as effectively meet the project objectives developed as guiding principles through the City's detailed planning process for the overarching vision of development within the Specific Plan Area. The business park may still accommodate and attract innovation and technology-related industry. However, it may not provide social gathering spaces for employees, residents, and visitors to connect, recreate, and relax in proximity to their place or work and residence. In addition, the housing mix would include a greater proportion of high-density residential, provided in larger blocks surrounding the business park land uses, which may result in less "seamless transitions," as sought by the project objectives. Finally, the circulation plan could still accommodate well-designed complete streets and pedestrian and bicycle facilities; however, relatively fewer daily needs would be met through walking, bicycling, and transit since commercial uses would be focused in the southwestern edge of the Specific Plan Area and oriented to motorists, and since the mobility hub proposed as a part of the WRTP Specific Plan is not a component of this alternative. In addition, Alternative 2 would be less feasible compared to the proposed Specific Plan based on the reduction in land for lower-density residential development and the increase in capacity for higher-density development. The balance between housing types and densities in the proposed Specific Plan allows for the collection of fees adequate to provide for the required infrastructure needed to serve the planned development. The scenario envisioned under Alternative 2 would make it infeasible, at least in the near-term, to collect fees in amounts required to support the necessary infrastructure for the Specific Plan.

Alternative 3: Reduced Mobile-Source Emissions and Proximity Between Emissions Sources and Sensitive Land Uses

Alternative 3 would have similar overall amount of development as the proposed Specific Plan, but would shift the land use mix so that destination land uses are balanced and mixed within residential areas to facilitate pedestrian and bicycle access for future residents.

This alternative would adjust the layout, mix, and density of land uses in order to allow a greater number of trips within the Specific Plan Area to occur on foot, by bicycle, or via transit, as well as minimize industrial and warehouse uses in proximity to residential land uses.

This alternative would have a greater proportion of relatively compact housing types focused around the central core (Village Center) of the Specific Plan Area, would remove inclusion of the highway commercial land use designation and would also disperse the retail and commercial services throughout the planned residential neighborhoods so that almost all future residents would be within walking distance (approximately ¼ mile) of these destinations, thereby increasing non-vehicular trips and reducing vehicle trip distances. In addition, the research and technology park land uses would be primarily developed with office uses (which could still accommodate research and technology-related uses, as well as other office-based uses). Permitted land uses for warehousing, storage, distribution, and logistics, agricultural or seed processing, packaging and manufacturing, agricultural production, and brewery/distillery, all of which are likely to attract diesel-powered truck trips, would be limited to the southwestern and southern extremities of the Specific Plan Area, farthest from planned open space and residential land uses. The light and medium industrial uses would remain in the southern extremity of the Specific Plan Area, since these uses have relatively low employment densities and have greater potential to include substantial on-site emissions sources, but office uses, like retail and commercial services, would be located near the residential areas.

Having increased housing density around the central core area could encourage a greater portion of trips on foot and via bicycle from residential areas. The presence of complementary commercial and retail land uses in greater proximity to the residential areas of the Specific Plan Area would make them relatively more accessible by foot or bike. Limiting high truck trip generating land uses, such as warehousing, storage, distribution, and logistics, and agricultural or seed processing, packaging and manufacturing, to the southern extremity of the Specific Plan Area would minimize the potential for the presence of substantial emissions sources in proximity to sensitive receptors.

The intent of this alternative is to decrease single-passenger vehicle use and related criteria air pollutant emissions and establish a greater level of separation between residential and non-residential emissions sources, and reduce associated adverse physical environmental effects.

Alternative 3 Impacts

- AESTHETICS AND VISUAL RESOURCES: Alternative 3 would include similar development as the proposed WRTP Specific Plan. As with implementation of the proposed WRTP Specific Plan, farmland within and immediately south (for the proposed South Regional Pond) of the WRTP Specific Plan Area would be converted to urban land uses from implementation of Alternative 3. However, the WRTP Specific Plan Area and the off-site improvement areas are of moderate visual quality and do not represent scenic vistas. While the specific density and mix of land uses may vary somewhat under Alternative 3 compared to the proposed WRTP Specific Plan, and the development of structures and new lighting throughout the WRTP Specific Plan Area would still generate new sources of light and glare. As such, the type of aesthetics impacts would be similar to those of the proposed WRTP Specific Plan. Alternative 3 would alter existing views of, and from, the WRTP Specific Plan Area. Although development under Alternative 3 would also adhere to the WRTP Specific Plan Design Standards and Design Guidelines contained in Chapter 3 of the proposed WRTP Specific Plan, development under Alternative 3 would still result in conversion of agricultural land to urban environment, which, like the proposed WRTP Specific Plan, would substantially alter the visual character of the WRTP

Specific Plan Area from both public and private viewing locations. In addition, just as with the proposed WRTP Specific Plan, Alternative 3 would include the construction of new buildings with reflective surfaces that could cause daytime glare and would create new sources of additional nighttime lighting. Alternative 3 would still include the WRTP Specific Plan Design Standards and Design Guidelines contained in Chapter 3 of the proposed WRTP Specific Plan, that further detail requirements within various land use designations to avoid light spillover and glare into surrounding areas and reduce night sky pollution from new light sources. However, as with the proposed WRTP Specific Plan, implementation of Alternative 3 would still add to the overall amount of lighting and glare in the City, specifically within and around the WRTP Specific Plan Area.

- AGRICULTURE AND FORESTRY RESOURCES: Alternative 3 would involve approximately the same amount of development as the proposed WRTP Specific Plan. Similar to the proposed WRTP Specific Plan, implementation of Alternative 3 would permanently convert an estimated 350 acres of agricultural farmland, including Prime Farmland, to nonagricultural uses. In addition, as with the proposed Specific Plan, Alternative 3 would locate residential uses adjacent to existing on-site and off-site agricultural lands, resulting in potential conflicts between agricultural and urban land uses.

- AIR QUALITY: As with the proposed WRTP Specific Plan, Alternative 3 would involve the temporary generation of criteria air pollutants and precursors resulting from construction activities throughout the WRTP Specific Plan Area and offsite improvement areas. Constructing Alternative 3 could also expose sensitive receptors to substantial pollutant concentrations during construction as well as during operations due to the creation of new stationary emissions sources and potential concentrated mobile sources, such as at commercial truck docking areas. Overall, short-term construction-related impacts and the potential for exposure to substantial localized pollutant concentrations would be similar compared to the proposed WRTP Specific Plan. Development under Alternative 3 would include a greater proportion relatively compact housing types focused around the central core (Village Center) of the WRTP Specific Plan Area, would remove inclusion of the highway commercial land use designation and would also disperse the retail and commercial services throughout the planned residential neighborhoods, with the intent to increase non-vehicular trips and reducing vehicle trip distances. In addition, the research and technology park land uses would be primarily developed with office uses (which could still accommodate research and technology-related uses, as well as other office-based uses). Permitted land uses for warehousing, storage, distribution, and logistics, agricultural or seed processing, packaging and manufacturing, agricultural production, brewery/distillery, and general light and medium industrial uses, all of which are likely to attract diesel-powered truck trips, would be limited to the southwestern and southern extremities of the WRTP Specific Plan Area, farthest from planned open space and residential land uses; these uses have greater potential to include substantial on-site emissions sources. Having increased housing density around the central core area, and presence of complementary commercial and retail land uses in greater proximity to the residential areas of the WRTP Specific Plan Area, could encourage a greater portion of trips on foot and via bicycle. Limiting high truck trip generating land uses and land uses that typically include substantial pollutant-generating sources to the southern extremity of the WRTP Specific Plan Area would minimize the potential for the presence of substantial emissions sources in proximity to sensitive receptors. Overall, the shift in development within the WRTP Specific Plan Area would reduce air pollutant emissions from land use development under Alternative 3 compared to that of the proposed WRTP Specific Plan.

- BIOLOGICAL RESOURCES: Alternative 3 would include the same amount of development as the proposed WRTP Specific Plan. Similar to the proposed WRTP Specific Plan, Alternative 3 could potentially result in the

loss of suitable nesting and foraging habitat for Swainson's hawk, white-tailed kite, burrowing owl, and other raptors; loss and disturbance of potential nesting and foraging habitat for common migratory birds; removal of elderberry shrub(s) that serve as potential habitat for valley elderberry longhorn beetle and larvae; loss of existing structures, orchard trees, and other trees that may support breeding pallid bats or western red bats; loss and degradation of State or federally protected wetlands. As with implementation of the proposed WRTP Specific Plan, Mitigation Measures 3.4-1a, 3.4-1b, 3.4- 1c, and 3.4-2a would reduce significant impacts on raptors and other birds to a less-than-significant level because these measures would ensure that these species are not disturbed during nesting and would also ensure that Swainson's hawk foraging habitat would be preserved at the appropriate ratio of habitat value lost, consistent with the conservation strategy of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan. Implementing Mitigation Measure 3.4-3 would reduce potentially significant impacts on valley elderberry longhorn beetle to a less-than-significant level because all elderberry shrubs would be mapped and impacts would be avoided and, if impacts cannot be avoided, compensatory mitigation will be required. Implementation of Mitigation Measure 3.4-4 would reduce potentially significant impacts on bat roosts and special status bat species to a less-thansignificant level because it would ensure that project construction would not result in bat mortality or abandonment and loss of young. Finally, implementation of Mitigation Measure 3.3-5 would reduce potentially significant impacts on potential jurisdictional water features to a less-than-significant level because implementation of the BMPs, and permit conditions, and mitigation requirements will avoid, minimize, and mitigate for impacts on jurisdictional waters. Impacts related to the loss and disturbance of forging and nesting habitat for special-status wildlife, and to the loss and degradation of State or federally protected wetlands, would be similar in type and extent as under the proposed WRTP Specific Plan since the area envisioned for development would be the same.

- CLIMATE CHANGE, GREENHOUSE GAS EMISSIONS, AND ENERGY: As with the proposed WRTP Specific Plan, Alternative 3 would involve the generation of greenhouse gas emissions and energy consumption from temporary construction activities throughout the Specific Plan Area and off-site improvement areas. Alternative 3 would have similar overall amount of development as the proposed Specific Plan. As such, the construction-related impacts associated with greenhouse gas emissions and energy use would be similar to those under the proposed WRTP Specific Plan. As it relates to long-term operational emissions and energy consumption, Alternative 3 would have a greater proportion of relatively compact housing types focused around the central core (Village Center) of the WRTP Specific Plan Area, would remove inclusion of the highway commercial land use designation, and would also disperse the retail and commercial services throughout the planned residential neighborhoods so that almost all future residents would be within walking distance (approximately ¼ mile) of these destinations; the land use mix and layout for this Alternative would reduce dependence on passenger vehicles, increase non-vehicular trips, and reduce vehicle trip distances, thereby reducing greenhouse gas emissions and fuel consumption from mobile sources compared to the proposed WRTP Specific Plan. Overall, the shift in development within the WRTP Specific Plan Area would reduce greenhouse emissions and fuel use from land use development under Alternative 3 compared to that of the proposed WRTP Specific Plan.

- CULTURAL AND TRIBAL CULTURAL RESOURCES: Alternative 3 would entail the same amount of ground disturbance as the proposed WRTP Specific Plan and would be subject to the same regulations protecting cultural resources. Therefore, the potential for adverse impacts to cultural and tribal cultural resources would be similar.

- GEOLOGY, SOILS, MINERALS, AND PALEONTOLOGICAL RESOURCES: Alternative 3 would result in a similar amount of development as the proposed WRTP Specific Plan. Although the layout and specific land uses would be different under Alternative 3 compared to the proposed WRTP Specific Plan, the area of ground disturbing activities would be similar. The same mitigation measures identified for the proposed WRTP Specific Plan would also be available to Alternative 3, such as incorporating recommendations from sitespecific geotechnical reports, grading and erosion control plans, and preservation of paleontological resources if encountered during construction.

- HAZARDS AND HAZARDOUS MATERIALS: Alternative 3 would result in a similar amount of development as the proposed WRTP Specific Plan and in the same location as the proposed WRTP Specific Plan. Although the layout and specific land uses would be different under Alternative 3 compared to the proposed WRTP Specific Plan, the associated potential hazards and use of hazardous materials would be the same. New land uses would require the routine use, transport, and disposal of hazardous material and waste and may increase exposure to risk of hazards. Construction activities may also generate hazardous materials and waste, such as fuels and oils from construction equipment and vehicles. Workers and members of the public could be exposed to hazards during construction activities from accidental releases of hazardous materials. However, like the proposed WRTP Specific Plan, Alternative 3 would be subject to the federal, State, and local requirements associated with the use, transport and disposal of hazardous materials and waste. In addition, the same mitigation measures identified for the proposed WRTP Specific Plan would also be available to Alternative 3, such as identifying potentially hazardous materials; preparing and implementing a site management plan that specifies remediation activities and procedures to appropriately identify, stockpile, handle, reuse, and/or remove and dispose of hazardous materials. Therefore, the potential for impacts related to hazards and hazardous materials would be similar under Alternative 3 as to the proposed WRTP Specific Plan.

- HYDROLOGY, FLOODING, AND WATER QUALITY: Alternative 3 would result in similar development as the proposed WRTP Specific Plan. Construction and grading activities associated with implementation of Alternative 3 have the potential to cause temporary and short-term increased erosion and sedimentation, similar to the proposed Specific Plan. As with the proposed Specific Plan, before new urban development can proceed, a grading and drainage plan must be submitted to the City Department of Public Works that must incorporate stormwater pollution control as well as storm drainage design features to control increased runoff from new development, as well as comply with other City and State requirements pertaining to urban runoff and water quality. The same State and local regulations and best management practices would be required of development under Alternative 3 as the proposed Specific Plan. In addition, mitigation strategies identified for the proposed Specific Plan could also apply to this alternative, such as a storm drainage analysis and identification and implementation of additional storm drainage infrastructure to support full buildout of the WRTP Specific Plan Area including appropriately sized pipelines and detention basins, along with the appropriate low impact development (LID) features and water quality best management practices, that are specifically engineered to ensure that WRTP Specific Plan Area and off-site improvement area flows are conveyed such that flooding does not occur and to provide appropriate water quality treatment. Thus, Alternative 3 would result in similar effects related to hydrology, flooding, and water quality compared to the proposed WRTP Specific Plan.

- LAND USE PLANNING, POPULATION, AND HOUSING: Alternative 3 would result in new development throughout the same are as that under the proposed WRTP Specific Plan. The land use layout would be shifted under this Alternative compared to the proposed WRTP Specific Plan, but would be generally consistent with the General Plan vision for this Specific Plan Area. Similar to the proposed WRTP Specific Plan, this

development would not displace substantial numbers of existing people or housing, induce substantial unplanned population growth, or divide an established community. In addition, as with the proposed WRTP Specific Plan, Alternative 3 would require the annexation of the Specific Plan Area into the City and amendment of the City's Zoning Ordinance. Therefore, Alternative 3 would be consistent with the City's2035 General Plan, and impacts related to land use, population, and housing under Alternative 3 would be similar to the proposed Specific Plan.

- NOISE AND VIBRATION: Alternative 3 would adjust the layout, mix and density of the anticipated land uses within the Specific Plan Area in a manner than would encourage a greater portion of trips on foot and via bicycle, rather than by passenger vehicle, as well as limit high truck trip generating land uses to the southern extremity of the Specific Plan Area. This is anticipated to reduce per-unit travel demand (VMT) compared to the proposed WRTP Specific Plan and increase separation between residential receptors and truck-traffic, thereby reducing associated transportation noise. Transportation-related noise impacts associated with the proposed WRTP Specific Plan are primarily a concern as it relates to existing higher-volume roadways, such as along County Road 25A and State Route 113. As with the proposed WRTP Specific Plan, future development of new noise-sensitive land uses could occur within areas that are currently exposed to noise from transportation sources (e.g., west of SR 113). Therefore, while this alternative would reduce the generation of and exposure to some transportation noise, noise sensitive uses would still be affected by transportation noise. In addition, as with the proposed WRTP Specific Plan, Alternative 3 would involve the temporary and short-term noise and vibration resulting from demolition and construction activities. Overall, impacts would be similar compared to the proposed WRTP Specific Plan.

- PUBLIC SERVICES AND RECREATION: Since Alternative 3 would accommodate a similar amount of development and in the same Specific Plan Area and the proposed WRTP Specific Plan, but with an alternative site design. As such, the project's law enforcement, fire protection, public school services, and parks and recreational services needs would be similar to the proposed WRTP Specific Plan. In addition, with the changes to land use under this alternative, the fee contribution of the Specific Plan toward the expansion of the Woodland Sports Park may be different. In addition, since both Alternative 3 and the proposed WRTP Specific Plan would be required to comply with applicable requirements and pay applicable development impact fees, the impact on public services and recreation would be similar under Alternative 3 as the proposed WRTP Specific Plan.

- TRANSPORTATION AND CIRCULATION: As with the proposed WRTP Specific Plan, Alternative 3 would generate travel demand during construction and long-term operations. Alternative 3 would involve the temporary and short-term generation of trips during demolition and construction activities – since this alternative is very similar in overall scale to the proposed WRTP Specific Plan, construction-related trips are anticipated to be similar, as well. Mitigation Measure 3.13-2 would also be available to this Alternative to reduce potential impacts to the roadway network from construction-related vehicles to a less-than-significant level. Compared to the proposed WRTP Specific Plan, Alternative 3 would increase housing density around the Village Center. Alternative 3 would also include retail, commercial, and park land uses dispersed within the planned residential neighborhoods so that almost all future residents would be within walking distance (approximately ¼ mile) of these destinations. Finally, the employment generating land use within the Research and Technology Park would be somewhat less focused specifically on research and technology uses, and would accommodate a broader set of office-based uses to focus the additional employment opportunities on the job needs of local residents of Woodland, who may otherwise be commuting longer distances to similar jobs. Having density around the central core area slightly higher than with the proposed WRTP Specific Plan could

encourage a greater portion of trips on foot and via bicycle from residential areas. The presence of complementary commercial and retail land uses in proximity to the residential areas of the WRTP Specific Plan Area would make walking, biking, and transit more feasible, as well as reduce the length of vehicular trips to these destination uses. As with the proposed WRTP Specific Plan, Alternative 3 would enhance opportunities for greater use of transit and more walking and bicycling in the future. Therefore, similar to the proposed WRTP Specific Plan, Alternative 3 would not conflict with adopted policies, plans, or programs for bicycle, transit, or pedestrian facilities, nor would it adversely affect performance or safety of such facilities. The land layout would be shifted under this Alternative compared to the proposed WRTP Specific Plan, but would be generally consistent with the General Plan vision for this Specific Plan Area. Alternative 3 incorporates a land use mix and layout that could increase opportunities for walking and biking between destinations within the WRTP Specific Plan Area, thereby reducing operational VMT compared to the proposed WRTP Specific Plan. In addition, implementation of the Specific Plan under Alternative 3 would also be subject to the same or similar standards as the proposed WRTP Specific Plan, including a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (TDM/VMT Program), as detailed in Section 6.2.3, "Subsequent Implementation Documents/Analysis," of the WRTP Specific Plan. Overall, Alternative 3 incorporates a land use mix and layout that could further reduce operational VMT compared to the proposed WRTP Specific Plan and impacts would be reduced compared to the proposed WRTP Specific Plan.

- UTILITIES: As with the proposed WRTP Specific Plan, Alternative 3 would still require the construction of water supply conveyance facilities and wastewater collection and conveyance facilities to serve the WRTP Specific Plan Area. In addition, Mitigation Measures 3.14-1 and 3.14-2, applicable to the proposed WRTP Specific Plan for long-term planning purposes, would also be applicable to Alternative 3, ensuring water supply conveyance and wastewater infrastructure improvements are designed and sized to provide adequate service to the WRTP Specific Plan Area. In addition, physical impacts associated with construction and operations of utilities, such as new collection and conveyance facilities, are evaluated throughout the EIR and accounted for in the evaluation of alternatives for each resource area in this chapter of the EIR. As such, there is no impact beyond those comprehensively considered throughout the other sections of the EIR. Impacts related to utilities would be similar under Alternative 3 compared to the proposed WRTP Specific Plan.

Ability of Alternative 3 to Meet Project Objectives

This alternative would meet the majority of the basic project objectives, providing for the new technology-focused employment center, supported by a mixed-use town center and with nearby housing. However, dispersion of the retail and commercial services in the proposed residential neighborhoods would reduce the service opportunities in the central village hub to serve the day-to-day needs of businesses, their clients, and their employees. Similarly, distributing retail and commercial servicesthroughout the residential areas rather than within and around the Village Center would diminish the role of the proposed Village Center as the central gathering for surrounding businesses and related employees. Similarly, the lack of highway commercial would limit the range of uses to support day-today needs of businesses, their clients, and their employees in favor of commercial uses that are more directed to serving the needs of Woodland residents. The increased housing density would shift the range of housing options for the Research and Technology Park employees to live and work close by and "move up" within the same neighborhood as families grow; while high- and low-density housing would be similar to the Specific Plan, mediumdensity residential development would be more limited under this Alternative. Finally, shifting the research and technology park to more office-based employment and limiting some of the permitted uses to the southern portion of the Specific Plan Area could potentially segregate related uses if, for example, future employers within

the Specific Plan require both office operations, as well as storage, distribution, or logistics, that would need to be located in different parts of the Specific Plan Area. This could conflict with the project objective to facilitate "[f]lexibility in design and implementation…allowing businesses to respond to market demand through phasing of construction and the ability to offer a variety of building types and sizes."

Findings for Project Alternative 3

This alternative would meet the majority of the basic project objectives, providing for the new technology-focused employment center, supported by a mixed-use town center and with nearby housing. However, dispersion of the retail and commercial services in the proposed residential neighborhoods would reduce the service opportunities in the central village hub to serve the day-to-day needs of businesses, their clients, and their employees. The feasibility of dispersed retail and commercial uses throughout the plan area would be strained given the relatively limited number of residential rooftops in the plan area necessary to support small pockets of neighborhood retail. It is anticipated that the success of the mixed-use town center will be dependent on both residential and business users and therefore should remain centrally clustered between the two primary uses in the plan area. Therefore, the distribution of retail and commercial uses throughout the Specific Plan Area would make Alternative 3 less feasible compared to the proposed Specific Plan.

Distributing retail and commercial services throughout the residential areas rather than within and around the Village Center would diminish the role of the proposed Village Center as the central gathering for surrounding businesses and related employees. This could conflict with the project objective related to providing a Gathering Place.

Further, the lack of highway commercial would limit the range of uses to support day-today needs of businesses, their clients, and their employees in favor of commercial uses that are more directed to serving the needs of Woodland residents proximate to the plan area. This feature of Alternative 3 would mean that this alternative would have a reduced capacity for fulfilling the project objective that calls for "[c]omplementary uses within immediate proximity to the business park, including hotel, commercial, employee-serving retail and recreational opportunities will support day-to-day needs of businesses, their clients, and their employees."

The increased housing density would shift the range of housing options for the Research and Technology Park employees to live and work close by and "move up" within the same neighborhood as families grow; while high- and low-density housing would be similar to the Specific Plan under Alternative 3, medium-density residential development, a desirable and relatively more affordable product type currently in short supply in Woodland, would be more limited under this Alternative.

Finally, shifting the research and technology park to more office-based employment and limiting some of the permitted uses to the southern portion of the Specific Plan Area could potentially segregate related uses if, for example, future employers within the Specific Plan require both office operations, as well as storage, distribution, or logistics, that would need to be located in different parts of the Specific Plan Area. This could conflict with the project objective to facilitate "[f]lexibility in design and implementation…allowing businesses to respond to market demand through phasing of construction and the ability to offer a variety of building types and sizes," and would significantly inhibit the plan area's ability to attract advanced manufacturing, biotech, life science and other research and technology-based companies which require integrated and proximate business activities and spaces often including storage and light industrial operations.

Alternative 4: Utilize Open Space as an Environmental Buffer

This alternative would provide an alternative site design. Residential uses would be located at least 500 feet from SR 113 to provide additional buffer distance between sensitive receptors and mobile sources of emissions along SR 113. Open space or vegetated buffers would be implemented between potential sources of substantial air pollutant emissions and sensitive receptors, in accordance with recommendations of the California Air Resources Board (ARB) Air Quality and Land Use Handbook: A Community Health Perspective (2005). Urban development of land uses, other than open space, along the Urban Limit Line would be set back at least 300 feet (500 feet if residential) to provide for an agricultural buffer in compliance with General Plan Policy 7.C.5. Passive open space would be designated at biologically sensitive areas to minimize impacts to biological features and provide additional buffer to sensitive habitat types from surrounding urban development, including a 165-foot setback from the elderberry shrub (valley elderberry longhorn beetle habitat) located along the western boundary the Specific Plan Area and a 300-foot buffer from the northern boundary of the Specific Plan Area to avoid burrowing owl complexes just outside this boundary. The use of shade trees, or similar vegetation that would support local wildlife while also providing air quality and noise mitigating benefits, would be maximized throughout the circulation network and between different land uses; existing native oak trees, such as the row of valley oak trees along the southwestern half of the Specific Plan Area, would also be maintained. Housing densities would be increased slightly, and retail and commercial space may be reduced, so that the overall number of dwelling units is maintained, while the amount of open space is increased.

The intent of this alternative is to maintain the desired buffer distance between the built environment and surrounding agricultural lands and minimize adverse impacts to biological resources, while also decreasing exposure to adverse air pollutant emissions and noise conditions for future users of the Specific Plan Area.

Alternative 4 Impacts

- AESTHETICS AND VISUAL RESOURCES: Alternative 4 would include similar development as the proposed WRTP Specific Plan, but arranged differently within the WRTP Specific Plan Area and with increased open space along the northern, western, and southern boundaries of the WRTP Specific Plan Area, and maintaining the planned greenbelt along Harry Lorenzo Avenue. This will increase the distance between existing viewpoints and new sources of light and glare from new development within the WRTP Specific Plan Area. However, the WRTP Specific Plan Area would still be converted from cultivated agricultural land to urban development, simply with additional open space around and throughout the WRTP Specific Plan Area. Development under Alternative 4 would also be subject to the same standards as the proposed Specific Plan and Alternative 3, including the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016a) and the Design Standards and Design Guidelines contained in Chapter 3 of the proposed WRTP Specific Plan. As such, the type and extent of aesthetics impacts would be similar to those of the proposed WRTP Specific Plan. Development under Alternative 4 would still result in conversion of agricultural land to urban environment, which, like the proposed WRTP Specific Plan, would substantially alter the visual character of the WRTP Specific Plan Area from both public and private viewing locations. The additional use of open space around and throughout the WRTP Specific Plan Area under Alternative 4 would reduce the potential for spillover of new sources of lighting and glare on adjacent properties. However, like the proposed WRTP Specific Plan, Alternative 4 would alter existing views of, and from the WRTP Specific Plan Area, and would substantially alter the visual character of the WRTP Specific Plan Area from both public and private

viewing locations. In addition, just as with the proposed WRTP Specific Plan, Alternative 4 would bring sources of nighttime lighting and could construct facilities with reflective surfaces that could cause glare. This would increase ambient nighttime lighting and daytime glare in the vicinity of the WRTP Specific Plan Area, similar to the proposed WRTP Specific Plan. However, with the preservation of additional open space and existing oak trees, the impact would be reduced compared to the proposed WRTP Specific Plan.

- AGRICULTURE AND FORESTRY RESOURCES: Alternative 4 would include similar development as the proposed WRTP Specific Plan, but arranged differently within the WRTP Specific Plan Area. Implementation of Alternative 4 would still permanently convert an estimated 350 acres of agricultural farmland, including Prime Farmland, to nonagricultural uses. Unlike the proposed Specific Plan, Alternative 4 would preclude non-residential development within 300 feet, and residential development within 500 feet, of the Urban Limit Line. This buffer distance would exceed the requirements set under General Plan Policy 7.C.5, and would support increased separation between agricultural pesticide application and future users of the WRTP Specific Plan Area, as recommended by the Yolo County Agricultural Commissioner depending on the form of pesticide application at adjacent agricultural lands. This would reduce the potential for conflict with existing offsite agricultural operations. However, conflicts could still occur between agricultural and urban land uses, particularly in areas where the development edge is adjacent to ongoing agricultural operations on undeveloped portions of the WRTP Specific Plan Area.

- AIR QUALITY: Alternative 4 would include the same type of development as the proposed WRTP Specific Plan, but with a slightly smaller development footprint, due to increased open space. This increase in open space would reduce constructionrelated emissions under Alternative 4 compared to the proposed WRTP Specific Plan. However, because potential future on-site receptors are unknown at this time, it is reasonable to assume that construction activities associated with buildout under Alternative 4 could still expose sensitive receptors to substantial pollutant concentrations during construction. As with implementation of the proposed WRTP Specific Plan, construction-related emissions would be substantially reduced with implementation of Mitigation Measures 3.3-2a, 3.3-2b, and 3.3-2c. As it relates to long-term operational emissions, the use of increased open space as an environmental buffer around future on-site sensitive receptors, such as along the western perimeter of the WRTP Specific Plan Area adjacent to State Route 113, would reduce potential health risks associated with localized air pollutant concentrations and nearby sensitive receptors. The increased use of open space and vegetation can help to disperse localized air pollutants and reduce exposure of sensitive receptors. As with the proposed WRTP Specific Plan, development under Alternative 4 would include commercial and light-industrial land uses, which are more likely to generate substantial toxic air contaminant (TACs) emissions from stationary and manufacturing processes. Land use and development under Alternative 4 would be subject to conformance with the permitted uses, the site development regulations, and development standards and design guidelines as outlined in Chapters 2 and 3 of the proposed WRTP Specific Plan. As with the proposed WRTP Specific Plan, adherence to the WRTP Specific Plan Design Standards and Design Guidelines would reduce the potential for exposure of sensitive receptors to substantial pollutant concentrations. Unlike the proposed WRTP Specific Plan, Alternative 4 would specifically implement buffer distances between sensitive land uses and sources of TACs, as provided by the CARB Air Quality and Land Use Handbook: A Community Health Perspective (2005). In addition, the increased use of open space between substantial pollutant sources and sensitive receptors and adherence to CARB-recommended distances between TAC sources and sensitive receptors would further reduce potential impacts under Alternative 4 as compared to the proposed WRTP Specific Plan. However, due to uncertainty associated with specific development within the WRTP

Specific Plan Area, it is still possible that development of commercial or light-industrial land uses under Alternative 4 could generate substantial TAC emissions at a level that could impact nearby sensitive receptors. The same mitigation measures available to the WRTP Specific Plan would also be available to Alternative 4, including Mitigation Measure 3.3-2d to reduce operational emissions, and Mitigation Measures 3.3-3b and 3.3-3c to further reduce the risk of exposure to substantial pollutant concentrations. Overall, Alternative 4 would be anticipated to reduce emissions generated during construction and operational phases, and reduce proximity between sensitive receptors and substantial emissions sources compared to the proposed WRTP Specific Plan.

- BIOLOGICAL RESOURCES: Alternative 4 include a similar mix of land uses as the proposed WRTP Specific Plan, but with an alternative site design that would maintain certain biologically sensitive vegetated areas and increase the use of open space throughout the WRTP Specific Plan Area. Passive open space would be designated at biologically sensitive areas to minimize impacts to biological features and provide additional buffer to sensitive habitat types from surrounding urban development, including a 165-foot setback from the identified elderberry shrub (valley elderberry longhorn beetle habitat) located along the western boundary the WRTP Specific Plan Area and a 300-foot buffer from the northern boundary of the Specific Plan Area to avoid burrowing owl complexes just outside this boundary. The use of shade trees, or similar vegetation would be maximized throughout the circulation network and between different land uses. The row of existing native valley oak trees along the southwestern half of the WRTP Specific Plan Area would be maintained. The increased open space, maintenance of existing trees, and avoidance of other existing known biologically sensitive habitat as described above would reduce impacts to biologically sensitive wildlife and habitat as compared to the proposed WRTP Specific Plan. However, development within the WRTP Specific Plan Area may not be able to avoid all potentially sensitive habitat, as 306 of the 350-acre WRTP Specific Plan Area is cultivated land that may provide suitable foraging habitat for Swainson's hawk, white-tailed kite, and burrowing owl. In addition, construction activities throughout the WRTP Specific Plan Area could occur where there are unknown elderberry shrubs that serve as potential habitat for valley elderberry longhorn beetle and larvae, or in proximity to existing trees that may serve as nesting habitat and the nearby activity could disturb potential nesting activity. Conversion of the cultivated land within the WRTP Specific Plan Area could still potentially result in the loss or disturbance of suitable foraging and nesting habitat for Swainson's hawk, white-tailed kite, burrowing owl, and other raptors; loss and disturbance of potential nesting and foraging habitat for common migratory birds; removal of elderberry shrub; loss or disturbance of existing structures, orchard trees and other trees that may support breeding pallid bats or western red bats; loss and degradation of State or federally protected wetlands. As with implementation of the proposed WRTP Specific Plan and Alternative 3, Mitigation Measures 3.4-1a, 3.4-1b, 3.4- 1c, and 3.4-2a would reduce significant impacts on raptors and other birds to a less-than-significant level because these measures would ensure that these species are not disturbed during nesting and would also ensure that Swainson's hawk foraging habitat would be preserved at the appropriate ratio of habitat value lost, consistent with the conservation strategy of the Yolo Habitat Conservation Plan/Natural Community Conservation Plan. Implementing Mitigation Measure 3.4-3 would reduce potentially significant impacts on valley elderberry longhorn beetle to a less-than-significant level because all elderberry shrubs would be mapped and impacts would be avoided and if impacts cannot be avoided, compensatory mitigation will be required. Implementation of Mitigation Measure 3.4-4 would reduce potentially significant impacts on bat roosts and special status bat species to a less-thansignificant level because it would ensure that project construction would not result in bat mortality or abandonment and loss

of young. Finally, implementation of Mitigation Measure 3.3-5 would reduce potentially significant impacts on potential jurisdictional water features to a less-than-significant level because implementation of the BMPs, and permit conditions, and mitigation requirements will avoid, minimize, and mitigate for impacts on jurisdictional waters. Impacts related to the loss and disturbance of forging and nesting habitat for special-status wildlife, and to the loss and degradation of State or federally protected wetlands, would be similar in type as under the proposed WRTP Specific Plan, but would be reduced since the area envisioned for development would be reduced and specifically designed to avoid known biologically sensitive wildlife and habitat to the extent feasible.

- CLIMATE CHANGE, GREENHOUSE GAS EMISSIONS, AND ENERGY: Alternative 4 would include the same type of development as the proposed WRTP Specific Plan, but with a slightly smaller development footprint than the proposed WRTP Specific Plan due to increased open space. This increase in open space would reduce construction-related greenhouse gas emissions and energy use under Alternative 4. As it relates to long-term operational emissions and energy consumption, similar to Alternative 3, the additional open space under Alternative 4 would generate minimal greenhouse gas emissions and consume minimal energy compared to equivalent developed land uses under the proposed WRTP Specific Plan, and higher-density development typically results in increased energy efficiencies. Alternative 3 would thereby reduce the associated direct and indirect operational air pollutant emissions within the Specific Plan Area.

- CULTURAL AND TRIBAL CULTURAL RESOURCES: Alternative 4 would entail similar development and related ground disturbance as the proposed WRTP Specific Plan, but with preservation of biologically sensitive habitat and increased open space. In addition, ground disturbing activities under Alternative 4 would be subject to the same regulations protecting cultural resources as under the proposed WRTP Specific Plan. However, the preservation of existing sensitive biological habitat and increased open space acreage under Alternative 4 would result in less earthmoving activities and therefore reduced potential for accidental disturbance of unknown cultural and tribal cultural resources compared to the proposed WRTP Specific Plan.

- GEOLOGY, SOILS, MINERALS, AND PALEONTOLOGICAL RESOURCES: Alternative 4 would entail similar development and related ground disturbance as the proposed WRTP Specific Plan, but with preservation of biologically sensitive habitat and increased open space. In addition, the same mitigation measures identified for the proposed WRTP Specific Plan would also be available to Alternative 4, such as incorporating recommendations from site-specific geotechnical reports, grading and erosion control plans, and preservation of paleontological resources if encountered during construction. However, the preservation of existing sensitive biological habitat and increased open space acreage under Alternative 4 would result in less earthmoving activities and therefore reduced potential for accidental disturbance of unknown paleontological resources compared to the WRTP Specific Plan.

- HAZARDS AND HAZARDOUS MATERIALS: Similar to Alternative 3, Alternative 4 would involve the similar mix of uses and same location as the proposed WRTP Specific Plan, but with increased open space. Therefore, as with Alternative 3, the potential for impacts related to hazards and hazardous materials would be similar to the proposed WRTP Specific Plan.

- HYDROLOGY, FLOODING, AND WATER QUALITY: Alternative 4 would provide for a similar mix of land use development as the proposed WRTP Specific Plan, but with increased open space. Construction

and grading activities associated with implementation of Alternative 4 have the potential to cause temporary and short-term increased erosion and sedimentation, similar to the proposed WRTP Specific Plan. As with the proposed WRTP Specific Plan, before new urban development can proceed, a grading and drainage plan must be submitted to the City Department of Public Works that must incorporate stormwater pollution control, as well as storm drainage design features to control increased runoff from new development, as well as comply with other City and State requirements pertaining to urban runoff and water quality. The same State and local regulations and best management practices would be required of development under Alternative 4 as the proposed WRTP Specific Plan. Mitigation strategies identified for the proposed WRTP Specific Plan could also apply to this alternative, such as a storm drainage analysis and identification and implementation of additional storm drainage infrastructure to support full buildout of the WRTP Specific Plan Area, including appropriately sized pipelines and detention basins, along with the appropriate LID features and water quality best management practices, specifically engineered to ensure that WRTP Specific Plan Area and off-site improvement area flows are conveyed such that flooding does not occur and to provide appropriate water quality treatment. Alternative 4 would include a greater amount of open space than the proposed WRTP Specific Plan, and therefore reduce the amount of impervious surfaces and decrease the peak discharge flow and rate of stormwater runoff generated within the WRTP Specific Plan Area. Thus, Alternative 4 would also reduce potential effects related to groundwater recharge and increased surface runoff compared to the proposed WRTP Specific Plan.

- LAND USE PLANNING, POPULATION, AND HOUSING: Alternative 4 would result in new development throughout the WRTP Specific Plan Area with a similar land use mix as under the proposed Specific Plan, but with increase acreage dedicated to open space. Similar to the proposed WRTP Specific Plan, this development would not displace substantial numbers of existing people or housing, induce substantial unplanned population growth, or divide an established community. In addition, as with the WRTP Specific Plan, Alternative 4 would require the annexation of the WRTP Specific Plan Area into the City and amendment of the City's Zoning Ordinance. Alternative 4 would provide for the new growth within this Specific Plan Area as envisioned under the 2035 General Plan. Therefore, Alternative 4 would be consistent with the City's 2035 General Plan, and impacts related to land use, population, and housing under Alternative 4 would be similar to the proposed WRTP Specific Plan.

- NOISE AND VIBRATION: Alternative 4 would decrease the amount of land provided for low- and medium-density residential development compared to the proposed WRTP Specific Plan and increase the acreage dedicated to open space. As with the proposed WRTP Specific Plan, Alternative 4 would involve the temporary and short-term noise and vibration resulting from demolition and construction activities. In addition, future operational uses within the WRTP Specific Plan Area could still generate noise and vibration in proximity to existing or future noise sensitive receptors, similar to conditions under the proposed WRTP Specific Plan. However, Alternative 4 would also include a buffer between future residential development within the WRTP Specific Plan Area and existing sources of noise, specifically State Route 113. Future development of new noise-sensitive land uses could occur under the proposed WRTP Specific Plan within areas that are currently exposed to noise from transportation sources (e.g., west of SR 113). The buffer provided under Alternative 4 would be 500 feet between SR 113 and residential development; as detailed in noise modeling conducted for the City's 2035 General Plan, which is still applicable and accounted for development of the WRTP Specific Plan Area, the distance to the 70-decibel traffic noise contour from SR 113 south of East Gibson Road with implementation of the General Plan was determined to be between 257 and 281 feet, depending on the alternative. Therefore, a buffer of 500 feet

would reduce traffic noise levels to an acceptable level less than 70 decibels for future sensitive receptors. Therefore, impacts associated with transportation noise would be reduced compared to the proposed WRTP Specific Plan.

- PUBLIC SERVICES AND RECREATION: Since Alternative 4 would accommodate a similar amount of development and in the same Specific Plan Area and the proposed WRTP Specific Plan, but with an alternative site design. As such, the project's law enforcement, fire protection, public school services, and parks and recreational services needs would be similar to the proposed WRTP Specific Plan. Since the mix of uses would be similar to the WRTP Specific Plan, it is reasonable to assume that the fee contribution toward the expansion of the Woodland Sports Park would apply under this alternative, as well, in addition to the planned parks and open space, thereby exceeding the parkland goal. In addition, since both Alternative 4 and the proposed WRTP Specific Plan would be required to comply with applicable requirements and pay applicable development impact fees, the impact on public services and recreation would be similar under Alternative 4 as the proposed WRTP Specific Plan.

- TRANSPORTATION AND CIRCULATION: As with the proposed WRTP Specific Plan, Alternative 4 would generate travel demand during construction and long-term operations. As with the proposed WRTP Specific Plan, Alternative 4 would involve the temporary and short-term generation of trips during demolition and construction activities – since this alternative is very similar in overall scale to the proposed WRTP Specific Plan, construction-related trips are anticipated to be similar, as well. Alternative 4 would include the same type of development as the proposed WRTP Specific Plan, but with a slightly smaller development footprint than the proposed WRTP Specific Plan due to increased acreage dedicated to open space. The land layout would be shifted under this Alternative compared to the proposed WRTP Specific Plan, but would be generally consistent with the General Plan vision for this Specific Plan Area and accommodate the same amount of residential and non-residential development. Similar to the proposed WRTP Specific Plan, Alternative 4 would not conflict with adopted policies, plans, or programs for bicycle, transit, or pedestrian facilities, nor would it adversely affect performance or safety of such facilities. In addition, implementation of the Specific Plan under Alternative 4 would also be subject to the same or similar standards as the proposed WRTP Specific Plan, including a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program (TDM/VMT Program), as detailed in Section 6.2.3, "Subsequent Implementation Documents/Analysis," of the WRTP Specific Plan. Overall, Alternative 4 is anticipated to generate a similar level of VMT compared to the proposed WRTP Specific Plan, and impacts would be similar to the proposed WRTP Specific Plan.

- UTILITIES: Alternative 4 would increase the acreage dedicated to open space within the WRTP Specific Plan Area as compared to the land use plan under the proposed WRTP Specific Plan. This could result in a minor increase in potable water demand and green waste generation for maintenance and security of additional open space. However, this would be offset by the reduced water demand and solid waste generation that would result from increased density of residential development, which would have reduced individual landscaped area per dwelling unit. As with the proposed WRTP Specific Plan, Alternative 4 would still require the construction of water supply conveyance facilities and wastewater collection and conveyance facilities to serve the WRTP Specific Plan Area. Mitigation Measures 3.14-1 and 3.14-2, applicable to the proposed WRTP Specific Plan for long-term planning purposes, would also be applicable to Alternative 4, ensuring water supply conveyance and wastewater infrastructure improvements are designed and sized to provide adequate service to the WRTP Specific Plan Area. In addition, physical

impacts associated with construction and operations of utilities, such as new collection and conveyance facilities, are evaluated throughout the EIR and accounted for in the evaluation of alternatives for each resource area in this chapter of the EIR. As such, there is no impact beyond those comprehensively considered throughout the other sections of the EIR. Impacts related to utilities would be generally similar under Alternative 4 compared to the proposed WRTP Specific Plan.

Ability of Alternative 4 to Meet Project Objectives

This alternative would meet the majority of the basic project objectives, however, as an envisioned technology hub to serve research and technology companies, the increase in passive open space would not serve the anticipated occupants as effectively as the centralized active outdoor gathering spaces envisioned as a part of the proposed Specific Plan. In addition, the increased housing density would reduce the range of housing options for the Research and Technology Park employees to live and work close by and "move up" within the same neighborhood as families grow.

Findings for Project Alternative 4

This alternative would meet the majority of the basic project objectives, however, as an envisioned technology hub to serve research and technology companies, the increase in passive open space would not serve the anticipated occupants as effectively as the centralized active outdoor gathering spaces envisioned as a part of the proposed Specific Plan. Expanding and segregating open space to the periphery of the plan area would likely result in the reduction of centralized and coalescing green space and trail systems within the project in order to feasibly accommodate the envisioned diversity, density, and number of residential housing units in the plan area. Segregation of open space works in opposition to a key plan policy of *integrating* a greenbelt/trail system that provides recreational and transportation benefits for residents and employees of the Plan Area. Similarly, the loss of centralized green space would impede the plan area policy of promoting an atmosphere of collaboration and innovation through a mix of land uses…with an engaging public realm. The open space concept under Alternative 4 would not fulfill the project objective related to providing a central Gathering Space to the same extend as under the proposed Specific Plan.

In addition, the increased housing density would reduce the range of housing options for the Research and Technology Park employees to live and work close by and "move up" within the same neighborhood as families grow. Alternative 4 would not fulfill the project objective under the heading, "New Neighborhoods / Seamless Transitions" to the same extent as would occur under the proposed Specific Plan.

Furthermore, the costs associated with developing and maintaining additional open space within the plan area without significantly increasing the number of residential units envisioned by the General Plan would considerably strain the economic feasibility of the project and would substantially increase the ongoing annual tax burden of future plan area residents. Alternative 4, then, would be infeasible. Alternative 4 would be less feasible compared to the proposed Specific Plan based on the reduction in land for lower-density residential development and the increase in higher-density development. The balance between housing types and densities in the proposed Specific Plan allows for the collection of fees adequate to provide for the required infrastructure needed to serve the planned development. The scenario envisioned under Alternative 4 would make it infeasible, at least in the near-term, to collect fees in amounts required to support the necessary infrastructure for the Specific Plan.

3. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

CEQA requires that, among the alternatives, an "environmentally superior" alternative be identified and that the reasons for such selection be disclosed. The environmentally superior alternative is the alternative that would generate the fewest or least severe adverse impacts. As shown in Table 4-1 of the Draft EIR, Alternative 1 would have the greatest number of reduced impacts. Therefore, Alternative 1 would be the Environmentally Superior Alternative. This alternative provides the greatest reduction in potential environmental effects of the proposed project. Other than this No-Project Alternative, Alternative 4 would provide the most benefit relative to reducing environmental effects compared to the proposed WRTP Specific Plan.

However, as explained below, even though Alternative 4 is the environmentally superior alternative (other than the No Project Alternative) the City Council has determined that Alternative 4 is infeasible as that term is defined under CEQA.

4. FINDINGS FOR PROJECT ALTERNATIVES

The City Council may reject an alternative that it considers undesirable from a policy standpoint, provided that such a decision reflects a reasonable balancing of various "economic, social, and other factors." Based on impacts identified in the EIR and throughout this findings document, the City Council finds that adoption and implementation of the WRTP Specific Plan as approved, is the most desirable, feasible, and appropriate project, and rejects other alternatives and other combinations and/or variations of alternatives as infeasible.

VII. STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth in the preceding sections, the City of Woodland City Council's approval of the WRTP Specific Plan will result in significant adverse environmental effects that cannot be avoided even with the adoption of all feasible mitigation measures, and there are no feasible alternatives which would mitigate or substantially lessen the impacts. Despite the occurrence of these effects, however, the City Council chooses to approve the WRTP Specific Plan due to the economic, social, and other benefits that will render the significant effects acceptable.

Pursuant to Public Resources Code Section 21081(b) and Guidelines Section 15093, the City of Woodland has balanced the benefits of the Specific Plan against the unavoidable adverse impacts and has included all feasible mitigation measures in the EIR. The City has also examined alternatives to the Specific Plan and determined and adoption and implementation of the proposed Specific Plan is the most desirable, feasible, and appropriate action.

The City Council determines that the EIR identified and discussed significant effects that may occur as a result of implementation of the Specific Plan. By implementing the EIR mitigation measures, as adopted by the City Council's Resolution, these effects can be mitigated to a level of less than significant except for the unavoidable significant impacts discussed below. The City Council finds that it has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from implementation of the Specific Plan. The City Council also finds that, except for the proposed Specific Plan, all other alternatives set forth in the EIR are infeasible because they would prohibit or reduce the realization of the Specific Plan objectives and/or specific economic, social, or other benefits that the City Council finds outweigh any environmental benefits of the alternatives.

In making this Statement of Overriding Considerations in support of the findings of fact and the Specific Plan, the City Council finds that the environmental effects of the Specific Plan have been reduced to the extent feasible by the mitigation measures, that it has considered the information contained in the Final EIR, as well as the public testimony and record in proceedings in which the WRTP Specific Plan were considered, and that the benefits, as discussed further below, outweigh the potential unavoidable adverse impacts and render those potential adverse potential environmental impacts acceptable based upon the City Council's overriding considerations.

A. BENEFITS OF THE PROPOSED PROJECT AND A STATEMENT OF OVERRIDING CONSIDERATIONS

The City of Woodland has independently reviewed the information in the EIR and the record of proceedings, made a reasonable and good faith effort to eliminate or substantially lessen the impacts resulting from the Specific Plan to the extent feasible.

In the judgment of the City Council, the Specific Plan and its general benefits outweigh its unavoidable significant effects. It is the position of the City Council that any one of these reasons is sufficient to justify approval of the Specific Plan. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City Council would stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section, and in the documents found in the Record of Proceedings, as defined in Section IV of this document. The City Council finds that adoption and implementation of the Specific Plan would provide economic, social, legal, and other considerable benefits.

Economic Development. The WRTP Specific Plan implements General Plan Policy 2.D.2, Food and Agriculture Industry Cluster. This policy establishes the City's intent to "[d]evelop Woodland into a premier food and agriculture industry cluster by providing appropriate infrastructure, adequate land with compatible land uses, and by supporting research and innovation." The Specific Plan would also implement General Plan Policy 2.D.3 Technology Sector, which calls for the City to "[g]row the technology sector in Woodland by leveraging the research strength at UC Davis" and to "[e]stablish business parks in the Southern Gateway at CR 25 and SR 113 and along CR 102." The City is adopting the Specific Plan to provide opportunities for new companies to locate within the city, and provide a high quality technology park campus for existing companies in Woodland to expand. Companies locating in the Specific Plan Area will in turn offer high paying career opportunities for Woodland residents – at full buildout, the City estimates that the Specific Plan could accommodate up to 4,000 new high paying biotech jobs in the community. The Specific Plan allows the City to advance the Project Objectives, including innovation – a state-of-the-art innovation center campus for technology, research and development, and office uses; flexibility – to allow businesses to respond to market demand through phasing of construction and the ability to offer a variety of building types and sizes; technology transfer and talent attraction – provide a context for collaboration with University of California, Davis (UC Davis) and Woodland Community College, along with associated business start-ups; and business partnerships – take advantage of synergies related to complementary existing and thriving seed, food, and agricultural-based industries currently located and doing business in and around Woodland (Draft EIR, pages 2-2 through 2-6). As explained in Chapter 4 of the City's General Plan, Economic Development, there is a thriving and diverse agricultural economy in Woodland and Yolo County and also a concentration of agriculture and bio- and nanotechnology research activities (City of Woodland General Plan, Chapter 4, pages 4-5 through 4-9).

The Specific Plan would also implement General Plan Policy 2.K.2, Business Parks, which establishes that the City will "[p]romote the development of master-planned business parks that bolster Woodland's established agriculture and emerging technology industries and promote the city's prominence as a major center of economic activity in Yolo County." Similar to the discussion above, the Specific Plan will provide an innovation campus in close proximity to UC Davis specialized in the development, transfer, and commercialization of technology and research.

The Specific Plan would help to realize General Plan Goal 4.E to "Promote Job Growth and Diversification in Woodland" and "[p]romote expansion, attraction, and formation of jobs in Woodland across diverse economic sectors," including growth in the "knowledge economy, which is based on production and services of knowledge-intensive activities, such as technological or scientific advances and professional services" (General Plan, Chapter 4, page 4-22). By providing a variety of property and building sizes with complementary uses in a favorable location, the City also intends to implement General Plan Policy 4.E.1 Job Expansion through Business Expansion, which establishes that the City will "[e]ncourage the expansion and attraction of diverse businesses and industries that create and increase the quality and amount of stable, year-round jobs available locally." General Plan Policy 4.D.1 Business Expansion and Attraction Program is also related to the Specific Plan, committing the City to "[p]eriodically update and continue to administer the City's programs aimed at expanding existing businesses and attract new businesses to Woodland, particularly in the food, agriculture, and biotech industries."

Housing. In addition to the economic activity accommodated within the Specific Plan Area, the City has also provided for a diverse range of housing options, consistent with the Project Objectives established as a part of the EIR to establish "[d]iverse, high quality and attractive new neighborhoods and housing options, including single and multi-family residential units and mixed-used projects will allow Tech Park employees to live and work close by and 'move up' within the same neighborhood as families grow or nests are emptied" (Draft EIR, page 2-6). The

Specific Plan accommodates approximately 1,600 housing units of a variety of product types and densities. Medium- and higher-density housing and residential product types are generally more affordable by design due to smaller unit and/or lot sizes as compared to tradition low-density suburban neighborhoods. Approximately two-thirds of the residential units developed within the Specific Plan Area will be medium- and high-density housing types (an estimated 600 and 500 units respectively), including small-lot detached single-family homes, duplexes, townhomes, and apartments or loft-style development. The Specific Plan's residential zoning designations, including minimum-density requirements, will ensure the Specific Plan Area provides a diversity of housing options. The Specific Plan Area is additionally subject to the City's Affordable Housing Ordinance, which outlines obligations around housing affordability and buyer income restrictions for a percentage of housing units developed within the Specific Plan Area.

Jobs-Housing Balance. The Specific Plan will also implement General Plan Policy 2.D.1 Jobs/Housing Relationship by promoting and supporting a mix of residential, commercial, and light industrial development within the city. The Specific Plan will help Woodland maintain a 1:1 jobs to housing ratio citywide, reducing the need for commute trips and overall vehicle miles traveled (VMT), and reducing dependance on single occupancy vehicle trips.

Leader in Sustainability. Projects within the Plan Area will further the City's Climate Action Plan goals and help establish local examples of environmentally sustainable projects. Specific Plan Area development will be required by the City to employ sustainable design principles, minimizing impacts of the Specific Plan implementation on the environment. Sustainable building design, the use of low-impact materials and construction techniques, on-site water management and planning features that reduce commute trips and vehicle miles traveled will carry through the Specific Plan. Consistent with General Plan Policy 2.L.2, all projects within the Specific Plan Area shall strive to meet net zero energy consumption through the incorporation of conservation measures above Title 24 standards and shall, at minimum, demonstrate consistency with California Green Building Standards (CalGreen) Tier 1 standards. The Specific Plan will utilize City recycled water for public landscaping. Pollinator friendly planting and maintenance practices will be integrated into each development site's landscaping, in addition to native and drought tolerant plant species. Projects developed within the Specific Plan will install electric vehicle (EV) charging capable facilities in all residential garages and commercial parking lots. The City anticipates that all residential products (single-family homes and apartments) will be 100 percent electric, reducing greenhouse gas emissions compared to a scenario involving natural gas. The mix of housing types and the mix of uses in proximity, along with the pedestrian and bicycle system is intended to allow residents to reach employment, services, retail, and recreational opportunities without the need for a vehicle, reducing associated air pollutant emissions and greenhouse gas emissions, as well as increasing active transportation opportunities and improving public health.

VIII. CONCLUSION

The City prepared the Final EIR pursuant to CEQA and the CEQA Guidelines. The City Council has independently determined that the Final EIR fully and adequately addresses the impacts and mitigation measures of the WRTP Specific Plan. The alternatives identified and considered in the Final EIR meet the test of "reasonable" analysis, and this consideration provides the City Council with important information from which to make an informed decision. Both the Planning Commission and City Council held public hearings. Substantial evidence in the record from those meetings and other sources demonstrates various benefits and considerations including economic, legal, social, technological, and other benefits that the City would achieve from the implementation of the WRTP Specific Plan. The City Council has balanced these project benefits and considerations against the significant and unavoidable environmental impacts that would result from the proposed project and has concluded that those impacts are outweighed by the WRTP Specific Plan benefits. Upon balancing the environmental risk and countervailing WRTP Specific Plan benefits, the City Council has concluded that the benefits that the City will derive from the implementation of the project outweigh those environmental risks. The City Council hereby determines that the above-described WRTP Specific Plan benefits override the significant and unavoidable environmental impacts of the proposed project.

In sum, the City Council finds that any residual or remaining effects on the environment resulting from adoption and implementation of the WRTP Specific Plan are acceptable due to the benefits set forth in this Statement of Overriding Considerations.

IX. REFERENCES

California Department of Fish and Game 2012. (May). Staff Report on Burrowing Owl Mitigation. State of California Natural Resources Agency. Sacramento, CA.

City of Woodland 2016. City of Woodland. 2016 (September). *2035 General Plan and Climate Action Plan Public Review Draft Environmental Impact Report*. Prepared by: AECOM. State Clearinghouse No. 2013032015. Available: http://www.cityofwoodland.org/563/General-Plan-2035. Accessed July 12, 2018.

———. 2017 (May). *City of Woodland General Plan Update 2035*. Prepared by: Dyett & Bhatia. Available: http://www.cityofwoodland.org/563/General-Plan-2035. Accessed July 13, 2018.

Yolo Habitat Conservancy. 2018. Yolo Habitat Conservation Plan/Natural Community Conservation Plan – Final. Prepared by ICF. Yolo County, California. April 2018.

Yolo-Solano County Air Quality Management District (YSAQMD). 2007. Handbook for Assessing and Mitigating Air Quality Impacts. Adopted July 11, 2007. Available at http://www.ysaqmd.org/wp-content/uploads/2016/06/CEQAHandbook2007.pdf. Accessed March 2018.

YSAQMD. *See* Yolo-Solano Air Quality Management District.

See also the references cited in the Draft EIR and the Final EIR Errata and Respones to Comments chapters.

Exhibit C

Prezoning

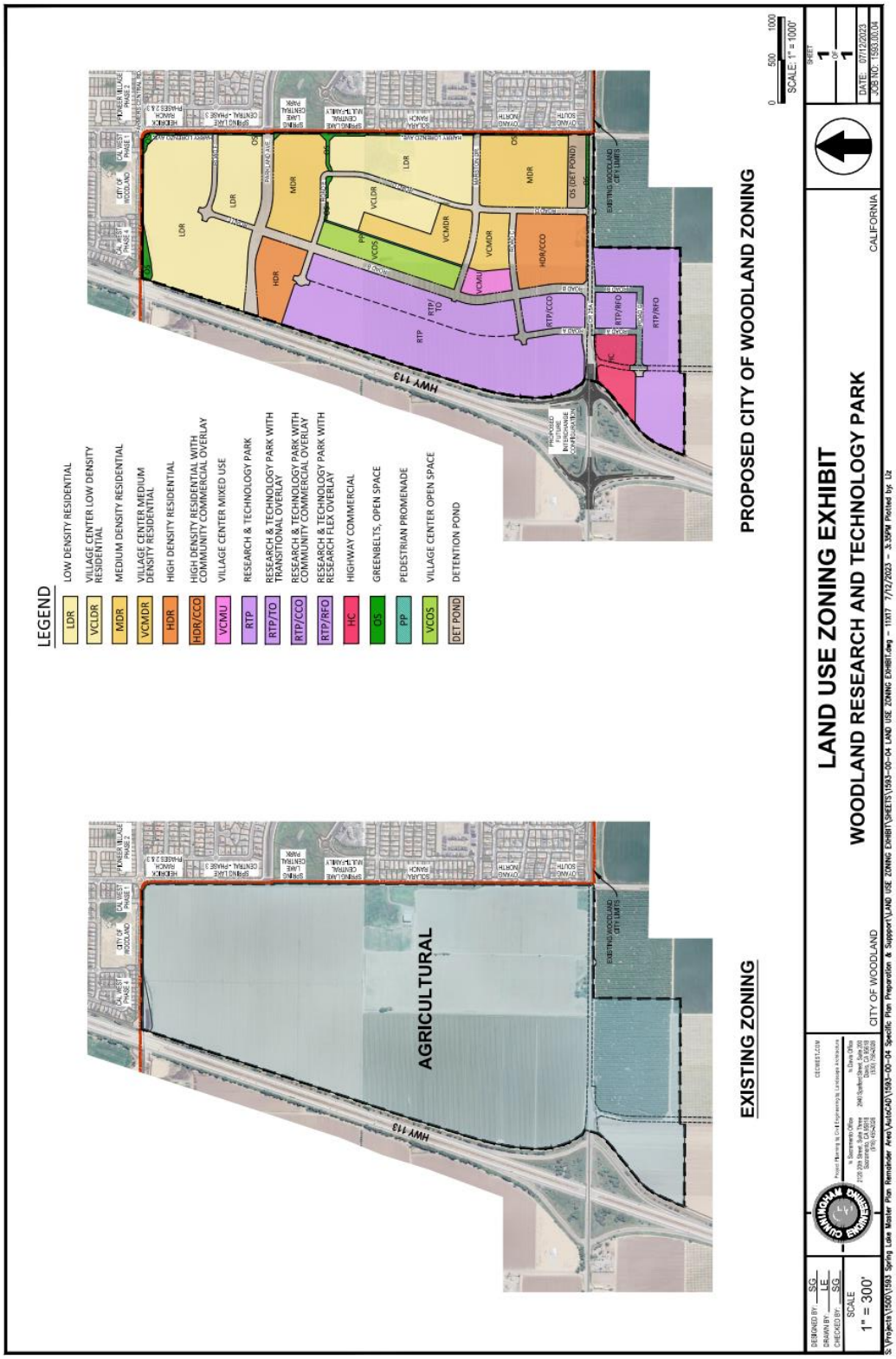
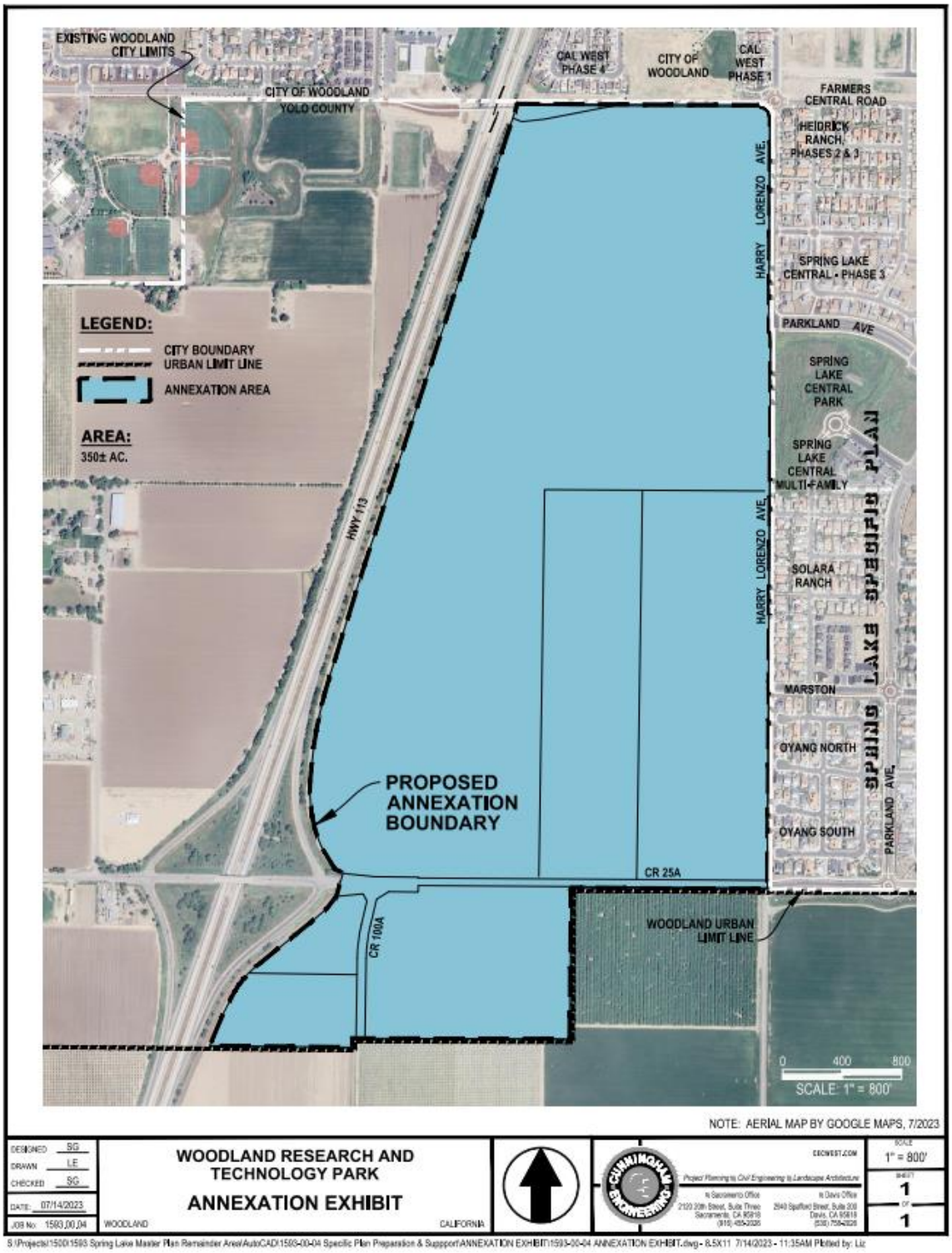


Exhibit D

Annexation Area



Final
Environmental Impact Report
Woodland Research & Technology Park Specific Plan

State Clearinghouse #2017062042

August 2023

CITY OF
WOODLAND
CALIFORNIA

Final
Environmental Impact Report

Woodland Research & Technology Park Specific Plan

August 2023

Prepared for:

City of Woodland
Community Development
Department300 First Street
Woodland, CA 95695

Contact:

Erika Bumgardner,
Principal Planner / Business Development Liaison

Prepared by:

AECOM
2020 L Street, Suite 300
Sacramento, CA 95811

Matthew Gerken,
Project Manager

AECOM

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Appendix

Appendix A: Mitigation Monitoring and Reporting Program

Tables

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ACRONYMS AND ABBREVIATIONS

2006 SDFMP	2006 Storm Drainage Facilities Master Plan
2D	two-dimensional
BMPs	best management practices
CalEEMod	California Emissions Estimator Model
CalGreen	California Green Building Standards
Caltrans	California Department of Transportation
CAP	Climate Action Plan
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
cfs	cubic feet per second
City	City of Woodland
CNDDB	California Natural Diversity Database
County	Yolo County
County Road	Yolo County Road
CUPs	Conditional Use Permits
DWR	California Department of Water Resources
EIR	environmental impact report
GHG	greenhouse gas
HCP	Habitat Conservation Plan
I-	Interstate
ICM	Integrated Catchment Modeling
IPaC	Information for Planning and Conservation
LID	low impact development
LiDAR	light detection and ranging or laser imaging, detection and ranging
LOS	level of service
mi.	Miles
MMRP	mitigation monitoring and reporting program
MOU	Memorandum of Understanding
MS4	Municipal Separate Storm Sewer System
MW	megawatt
NAVD88	North American Vertical Datum of 1988
NOP	notice of preparation
NOX	nitrogen oxide
n-value	Manning's n-value
PG&E	Pacific Gas & Electric Company
PM10	particulate matter with aerodynamic diameter less than 10 microns
proposed project	Woodland Research & Technology Park Specific Plan
PV	photovoltaic
ROG	reactive organic gas
RR	railroad
SACOG	Sacramento Area Council of Government
SB1C1, SB1C1 and SB1D1	shed
SLSP	Spring Lake Specific Plan
SWAPE	Soil / Water / Air Protection Enterprise

SP-1B and SP-1C	Specific Plan area
SRP	South Regional Pond
SUGA	South Urban Growth Area
TAC	toxic air contaminant
TK/K	transitional kindergarten and kindergarten
TRUs	transportation refrigeration units
USFWS	U.S. Fish and Wildlife Service
VMT	vehicle miles travelled
WJUSD	Woodland Joint Unified School District
WRP	West Regional Pond
WRR1, WWR2A, and WRR2B	watersheds with baseline conditions
WRTP	Woodland Research & Technology Park
WRTP	Woodland Research and Technology Park
WRTP Specific Plan	Woodland Research & Technology Park Specific Plan
WS	water surface
Yolo HCP/NCCP	Yolo Habitat Conservation Plan/Natural Community Conservation Plan
Yolo LAFCo	Yolo Local Agency Formation Commission
YSAQMD	Yolo-Solano Air Quality Management District

1 INTRODUCTION

The City of Woodland (City) prepared an environmental impact report (EIR) to evaluate the potential environmental effects of the proposed Woodland Research & Technology Park (WRTP) Specific Plan (referred to henceforth as the WRTP Specific Plan or the proposed project) in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations Section 15000 et seq.).

1.1 INPUT ON THE DRAFT EIR

To assist the City in determining the focus and scope of analysis for this EIR, pursuant to the provision of Section 15082 of the CEQA Guidelines, the City circulated a Notice of Preparation (NOP) dated June 16, 2017, to government agencies, special service districts, organizations, and individuals with an interest in or jurisdiction over the proposed project. The NOP is a brief notice sent by the lead agency to inform the public, interested parties, responsible agencies, trustee agencies, and potentially affected federal, state, and local agencies that the lead agency plans to prepare an EIR. The NOP also seeks comments regarding the scope and content of the EIR. The City held a public scoping meeting for the project on June 26, 2017 to solicit additional input.

The NOP and responses to the NOP are contained in Appendix A of the Draft EIR.

1.2 PUBLIC REVIEW OF THE DRAFT EIR

The Draft EIR (State Clearinghouse Number 2017062042) was received by the State Clearinghouse and circulated for a 45-day public review period from May 14 through July 2, 2021. The City circulated the document to public agencies, other public and private organizations, property owners, developers, and other interested individuals. Detailed information related to the WRTP Specific Plan and this EIR are available at the City of Woodland City Hall and online at the project webpage: https://www.cityofwoodland.org/585/Documents. The City's 2035 General Plan, Climate Action Plan and related EIR – documents that served as an important foundation for the Specific Plan and this EIR – are also available online at the General Plan Update Website: https://www.cityofwoodland.org/1000/Documents.

City staff provided a presentation on the Draft EIR at a public meeting of the Woodland Planning Commission on June 17, 2021, at 6:30 p.m. to solicit additional input on the Draft EIR.[1]

In accordance with Section 15088 of the CEQA Guidelines, the City, as the lead agency, has reviewed the comments received on the Draft EIR for the WRTP Specific Plan and has prepared written responses to the comments received.

[1] Consistent with Executive Order N-29-20 issued on March 17, 2020, and Executive Order N-35-20 issued on March 21, 2020, by the Governor of the State of California, this meeting was held online only via Zoom. The meeting agendas and virtual login information was made available online through the City's website here: https://www.cityofwoodland.org/654/Meetings-Agendas.

1.3 ORGANIZATION OF FINAL EIR

The City prepared this Final EIR, which includes:

- A full list of agencies, organizations, and individuals that provided comments on the Draft EIR in Chapter 2 of this Final EIR;
- A summary of comments and responses to comments on the Draft EIR in Chapter 2 of this Final EIR; and
- Minor revisions to the Draft EIR detailed in Chapter 3, "Errata," of this Final EIR.[2]
- References used in this Final EIR are provided in Chapter 4, "References," of this Final EIR.

Chapter 2, "Comments and Responses to Comments" of this Final EIR includes the written comments received on the Draft EIR and responses to these comments (as required by the CEQA Guidelines Section 15132). To assist the reader, each response includes a summary of the comment. The range of responses include providing clarification on the Draft EIR, making factual corrections, explaining why certain comments may not warrant further response, or simply acknowledging the comment for consideration by decision makers when the comment does not relate to the adequacy of the EIR for addressing potential adverse physical environmental effects of the proposed project.

In some instances, responses to comments may warrant modification of the text of the Draft EIR. In those cases, the text of the Draft EIR is revised and the changes compiled in Chapter 3, "Errata" of this Final EIR. The text deletions are shown in strikeout (~~strikeout~~) and additions are shown in underline (<u>underline</u>). The revisions summarized in Chapter 3 of this Final EIR do not change any of the impact conclusions presented in the Draft EIR.

This document and the Draft EIR together constitute the Final EIR that the Planning Commission and City Council will consider. Appendix A to this Final EIR is the Mitigation Monitoring and Reporting Program.

1.4 USE OF THE FINAL EIR

The Final EIR allows the public and the City decision makers an opportunity to review revisions to the Draft EIR and the Responses to Comments. The Final EIR serves as the environmental document to inform the City Council's consideration of the proposed project, or one of the alternatives to the project discussed in the Draft EIR.

As required by Section 15090(a)(1)-(3) of the CEQA Guidelines, a lead agency, in certifying a Final EIR, must make the following three determinations:

1. The Final EIR has been completed in compliance with CEQA.
2. The Final EIR was presented to the decision-making body of the lead agency, and the decision-making body reviewed and considered the information in the Final EIR prior to approving the project.
3. The Final EIR reflects the lead agency's independent judgment and analysis.

[2] Chapter 3, "Errata," includes only pages of the Draft EIR where revisions have been made, not the entire Draft EIR.

As required by Section 15091 of the CEQA Guidelines, no public agency shall approve or carry out a project for which an EIR has been certified that identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings (Findings of Fact) for each of those significant effects, accompanied by a brief explanation of the rationale for each finding supported by substantial evidence in the record. The possible findings are:

1. Changes or alterations have been required in, or incorporated into the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

The Final EIR, once certified with an adopted Mitigation Monitoring and Reporting Program will serve as the environmental document for future projects consistent with and proposed under the Specific Plan. The Final EIR was designed to streamline review of future private development projects and public infrastructure improvements required to serve development proposed as a part of the Specific Plan. Future projects will be required to incorporate development standards and other guidance included in the Specific Plan and to implement appropriate mitigation measures included as a part of the Mitigation Monitoring and Reporting Program. As projects are proposed, the City would make findings relative to the applicability of this Final EIR, which may include findings that:

- future projects are within the scope of the Specific Plan EIR analysis pursuant to CEQA Guidelines Section 15168;

- the Specific Plan and/or 2035 General Plan and Climate Action Plan EIR considered the impacts of the project and no additional review or only focused review is required pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183;

- future projects qualify for streamlining using the Specific Plan EIR using the provisions of CEQA Guidelines Section 15182 for Projects Pursuant to a Specific Plan; or

- future projects qualify for applicable streamlining, tiering, or exemptions that exist today or that may be enacted in the future.

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2 COMMENTS AND RESPONSES TO COMMENTS ON THE WRTP SPECIFIC PLAN DRAFT EIR

This section of the Final EIR contains comment letters received during the public review period for the Woodland Research and Technology Park (WRTP) Specific Plan Draft EIR. In conformance with CEQA Guidelines Section 15088(a), the City has prepared written responses to comments on environmental issues received from reviewers of the WRTP Specific Plan Draft EIR.

2.1 COMMENTS ON THE WRTP SPECIFIC PLAN DRAFT EIR

Table 2-1 identifies a number for each comment letter received, the author of the comment letter, and the date of the comment letter.[1]

Table 2-1. Comments Received on the WRTP Specific Plan Draft EIR

Letter #	Commenter	Date
1	California Department of Transportation (Caltrans)	July 2, 2021
2	Yolo Local Agency Formation Commission (Yolo LAFCo)	June 29, 2021
3	Laborers International Union of North America, Local Union No. 185	July 2, 2021
3A	Exhibit A, Shawn Smallwood, PhD	July 1, 2021
3B	Exhibit B, SWAPE (Soil / Water / Air Protection Enterprise)	July 2, 2021
4	Nathan Benedicto	July 2, 2021
5	John Chen	July 1, 2021
6	Brian Coward	July 2, 2021
7	Eric Garberville	July 2, 2021
8a	Bruce Jacks	June 3, 2021
8b	Bruce Jacks	June 23, 2021
8c	Bruce Jacks	July 2, 2021
9	Paul Kramer	July 1, 2021
10	Sheryl Patterson	June 11, 2021
11	Dorothy Rosenberg	July 1, 2021
12	Jim Smith	May 22, 2021
13	A.Takieu	July 2, 2021
14	Thorton, Randi	June 30, 2021
15	Trotman, Brenda	July 1, 2021

2.2 COMMENTS AND RESPONSES TO COMMENTS

This section of the Final EIR contains summaries of the comment letters received during the public review period for the WRTP Specific Plan Draft EIR and the City's responses to these comments.

[1] The City also received communications after the public review period which do not affect any of the EIR analysis. See Section 3.3 for responses to late communications.

2.2.1 Comment Letter #1:

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

Letter 1

CALIFORNIA STATE TRANSPORTATION AGENCY — GAVIN NEWSOM, GOVERNOR

California Department of Transportation

DISTRICT 3
703 B STREET | MARYSVILLE, CA 95901-5556
(530) 741-4233 | FAX (530) 741-4245 TTY 711
www.dot.ca.gov

July 2, 2021

Ms. Erika Bumgardner
Principal Planner/ Business Development Liaison
City of Woodland Economic Development Department
300 First Street
Woodland, CA 95695

Draft Environmental Impact Report (DEIR)- Woodland Research & Technology Park Specific Plan

Dear Ms. Bumgardner:

Thank you for including the California Department of Transportation (Caltrans) in the review process for the project referenced above. Caltrans' new mission, vision, and goals signal a modernization of our approach to California's transportation system. We reviewed this local development for impacts to the State Highway System (SHS) in keeping with our mission, vision, and goals for sustainability/livability/economy, and safety/health. We provide these comments consistent with the State's smart mobility goals that support a vibrant economy, and build communities, not sprawl. 1-1

This is a Draft Environmental Impact Review (DEIR) for the Woodland Research & Technology Park Specific Plan. This project proposes a commercial mixed-use town center with a range of housing options, all connected to provide for approximately 2.15 million square feet of non-residential building space, for approximately 6,100 employees and 1,600 housing units. The Specific Plan is designed to place services and amenities within walking and biking distance of neighborhood residents and accommodate a mix of housing types at a range of densities and cost levels. The Specific Plan also includes approximately 20 acres of parkland, in addition to bicycle and pedestrian trails connecting proposed land uses and adjacent developed and developing areas in the Spring Lake Specific Plan Area. Based on the information provided, Caltrans provides the following comments: 1-2

Right of Way/ Encroachment

- Caltrans requests the site plans show the state right of way delineated. Information for delineation of State Highway right of way can be found by requesting the Right of Way Record Maps for the area of proposed project. Have the developer or representatives request all Right of Way record maps by contacting: D3rwmaprequest@dot.ca.gov for any right of way map request/information needs. 1-3
- Caltrans request all work proposed and performed within the State's highway right of way must be in accordance with Caltrans' standards and require a Caltrans Encroachment Permit prior to commencing construction. 1-4

"Provide a safe and reliable transportation network that serves all people and respects the environment"

- Email: D3encpermit@dot.ca.gov
- Mail: 703 B Street, Marysville CA 95901
  Attn: Encroachment permits.

1-5

- Caltrans recommend the Applicant's consultants may also consider showing any monument preservation plans (if applicable) to identify any vulnerable survey monuments that will need to be perpetuated, as required by PE Act 6731.2 and PLS Act 8771.

Traffic Operations/Safety/Forecasting & Modeling

- Caltrans requests a safety analysis. Queueing onto a city street or freeway mainline is a safety issue. A safety queueing analysis is needed for Project Scenarios showing queueing (ft) as well as % of available storage:
  - Intersection 3 - SR113/E Main (NB off ramp)
  - Intersection 4 - E Main/Pioneer (EB movements)
  - Intersection 5 - I-5/E Main (NB off ramp)
  - Intersection 21 - SR 113/CR25A SB (All Movements)
  - Intersection 22 - SR 113/CR25A SB (All Movements

1-6

- Caltrans requests a safety evaluation to determine the need for ramp metering based on ramp and freeway volumes. An increase of uncontrolled platoons of traffic entering a congested freeway is considered a safety issue. In the Ramp Meter Design Manual (RMDM) the basic upper and lower limits for a 1GP+1HOV are 240 to 900 vph. There are several locations that see an increase in volumes that lie within these limits:
  - SB 113/E Main onramp (slip)
  - SB I-5/E Main onramp (slip)
  - SB I-5/CR 102 (slip)
  - SB113/CR 25A onramp (slip)

1-7

- Caltrans recommends a Freeway Analysis (Weaving Movements):
  - SB I-5/E Main onramp (slip) to CR 102 offramp
  - NB I-5/CR 102 onramp(slip) to I-5/E Main offramp

1-8

- Caltrans requests an evaluation/analysis for the interim timing modifications for our controlled intersections that are impacted. These are located on E Main St at both I-5 and SR 113 intersections.

1-9

- Caltrans recommends all roundabout analysis be completed with Sidra. Synchro has never been considered an approved software for RAB analysis by Caltrans.

1-10

- Caltrans recommends that intersections on the I-5 side be included in the Cumulative Buildout Section 7.1.2 and Table 6.

1-11

"Provide a safe and reliable transportation network that serves all people and respects the environment"

- Caltrans recommends having a fair share fee program agreement in place to handle future projects that are needed to mitigate potential impacts.
    - Caltrans recommends the fair share agreement include projects such as: a I-5/Rte.113 Freeway-Freeway Connector Project, ramp metering, and an auxiliary lane. These projects would be needed in the future to address the anticipated growth and cumulative impacts. 1-12

- Caltrans agrees that the establishment of an ongoing monitoring program is the best way to establish the need for implementation of individual improvement measures.
    - Caltrans recommends the project applicant to conduct focused traffic studies for each phase to assess the cumulative effects of the phased approach.
    - Caltrans recommends mitigation measures if General Plan standards are not met. 1-13

- We have the following questions:
    - How many phases does the project have?
    - What is the timeline for each phase completion/opening year?
    - What is the full build out year? 1-14

Hydraulics

- Caltrans requests drainage calculations verifying that there is no additional flow (Q) of water going into Caltrans' existing drainage system for the 100-year storm event. 1-15

- Caltrans requests spread and depth calculations for the curb and gutter to be constructed with respect to the 10-year design storm (see HDM 831.3). 1-16

- Caltrans requests use of the 2018 version of the Caltrans Standard Plans for Curbs & Driveways. 1-17

Please provide our office with copies of any further actions regarding the Project. We would appreciate the opportunity to review and comment on any changes related to this development. 1-18

If you have any questions regarding these comments or require additional information, please contact Edward Lincoln, Intergovernmental Review Coordinator, at (530) 741-5409 or by email at Edward.Lincoln@dot.ca.gov.

Sincerely,

Alex Padilla

Alex Padilla
Branch Chief, Transportation Planning – South
Planning, Local Assistance, and Sustainability

"Provide a safe and reliable transportation network that serves all people and respects the environment"

RESPONSE TO COMMENT LETTER 1

Comment 1-1 Summary of Comment: The comment states that the California Department of Transportation (Caltrans) has reviewed the Draft EIR for the proposed project and notes that Caltrans has analyzed the impacts of the project to the State Highway System and its consistency with the State's mobility goals.

Response: Thank you for your review. This comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted.

Comment 1-2 Summary of Comment: The commenter has provided a summary of the proposed project.

Response: This comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the City appreciates the review of the Draft EIR.

Comment 1-3 Summary of Comment: The commenter requests that the site plans show the State right-of-way delineated.

Response: Any future improvement plans for construction of state facilities will identify exiting state rights of way in addition to any additional right of way needs to construct said facilities. State highway improvement plans will be provided to Caltrans per Caltrans Plans Preparation Manual and/or appropriate Caltrans manuals that establish uniform standards and procedures to be used when preparing right of way maps, preliminary exhibits, and the development of project plans.

Comment 1-4 Summary of Comment: The commenter requests that all work proposed and performed within the State's highway right of way must be consistent with Caltrans' standards and that a Caltrans Encroachment Permit be obtained before construction.

Response: The Draft EIR does not identify any transportation improvement mitigations within the State highway right of way. As such, this comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted.

Any future locally funded transportation improvements related to the WRTP Specific Plan that are constructed within the State highway right of way, would obtain a Caltrans Encroachment Permit before construction.

Comment 1-5 Summary of Comment: The commenter recommends identifying any monument preservation plans (if applicable) to identify any vulnerable survey monuments that will need to be perpetuated.

Response: Any future improvement plans for construction of State facilities will identify exiting state highway survey monuments and any other survey monuments that may be disturbed and reset and/or are needed to construct said facilities. State highway improvement plans will be provided to Caltrans per Caltrans Plans Preparation Manual and/or other appropriate Caltrans manuals that establishes uniform standards and procedures to be used when preparing right of way maps, preliminary exhibits, and the development of project plans.

Comment 1-6 Summary of Comment: The comment requests queue analysis at five intersections including two intersections on Yolo County Road (County Road) 25A (at State Route 113 southbound ramp and State Route 113

northbound ramp intersections) and three intersections on East Main Street (between State Route 113 northbound off-ramp and Interstate (I)- 5 northbound off-ramp).

Response: Traffic analysis queues for the intersections were derived from Level of Service analysis that was conducted separate from the Draft EIR and included in Appendix E to the Draft EIR for informational and planning purposes, as Level of Service is no longer an allowable CEQA threshold per Senate Bill 743 (as of July 1, 2020).

Separate from the Draft EIR, a General Plan Level of Service consistency analysis was prepared for the WRTP Specific Plan Area. Level of Service analysis for the two intersections on County Road 25A (at State Route 113 southbound ramp and State Route 113 northbound ramp intersections) provides off-ramp queue results. Forecasts prepared for the cumulative scenario include full build-out of the WRTP Specific Plan Area and build-out of remaining vacant parcels in the adjacent Spring Lake Specific Plan Area as well as anticipated growth under the 2035 General Plan on other parcels through 2035. The Level of Service analysis for this scenario, which is based on application of SimTraffic micro-simulation software for the existing side street stop-controlled interchange configuration, indicate that queues will exceed storage capacity. The implementation of roundabouts and related improvements at the interchange were subsequently evaluated and it was determined these improvements provided Level of Service D or better conditions during both 2035 AM and PM peak hour conditions. The resulting 95th percentile queues for cumulative conditions, identified using SIDRA, are as follows. The results of the queuing analysis show that the implementation of roundabouts will result in reduced vehicle queues and improved safety when compared to the existing side street stop-controlled intersection configuration.

- State Route 113/County Road 25A Southbound Ramp Queues (future storage with roundabout of approximately 1,550 feet)
  - AM Peak Hour – 75 feet (approximately 5 percent of available storage)
  - PM Peak Hour – 75 feet (approximately 5 percent of available storage)
- State Route 113/County Road 25A Northbound Ramp Queues (future storage with roundabout of approximately 1,565 feet)
  - AM Peak Hour – 25 feet (approximately 2 percent of available storage)
  - PM Peak Hour – 200 feet (approximately 15 percent of available storage)

Forecasts prepared to address General Plan Level of Service consistency indicate that a small number of vehicle trips generated by uses in the WRTP Specific Plan Area would use the three intersections on East Main Street (i.e., less than 2 percent of cumulative p.m. peak hour trips on East Main Street between State Route 113 northbound ramps and Pioneer Avenue), which are over 2 miles north of the core of the WRTP Specific Plan Area. Vehicle trips from the WRTP Specific Plan Area destined for the State highway north of the project would use routes that do not include the East Main Street intersections #3, #4, or #5. Trips destined to and from the north on I-5 would gain access to the State Highway System at the State Route 113/County Road 25A interchange and make a direct connection to I-5, while most project-related trips destined to and

from the south on I-5 would gain access to the State Highway System at the I-5/County Road 102 interchange. As such, queues at the three intersections on East Main Street would not be measurably affected by the added vehicle trips from implementation of the WRTP Specific Plan.

As noted, this comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR, and no change has been made, nor would any change be appropriate, to the Draft EIR.

Comment 1-7 Summary of Comment: The commenter requests a safety evaluation to determine the need for ramp metering at four freeway on-ramps including the I-5 southbound on-ramp at County Road 102, the State Route 113 southbound on-ramp at County Road 25A, the State Route 113 southbound on-ramp at East Main Street, and the I-5 southbound on-ramp at East Main Street.

Response: The I-5 southbound on-ramp at County Road 102 currently has ramp metering that was constructed when locally funded improvements to the interchange were constructed by the City of Woodland in 2010. The Project Report/Environmental Document prepared for the I-5/County Road 102 interchange in 2006 documented the improvements completed in 2010 as well as a series of ultimate design improvements that include further widening of the off-ramps to be constructed at a later date when triggered.

For the State Route 113/County Road 25A interchange, the City of Woodland is initiating consultation with Caltrans on the preparation of project development studies to address design details for the proposed roundabout improvements at the off-ramp intersections. This process will include identification of required ramp metering infrastructure based on the Caltrans criteria in place.

For the other two on-ramps that access southbound State Route 113 and southbound I-5 from East Main Street, forecasts prepared to address General Plan Level of Service consistency indicate that a small number of vehicle trips generated by uses in the WRTP Specific Plan Area would use these on-ramps on East Main Street, which are over 2 miles north of the core of the Specific Plan Area. As such, the need for ramp metering at these on-ramps accessed via East Main Street would not be measurably affected by the added vehicle trips from the WRTP Specific Plan Area (i.e., less than 2 percent of cumulative p.m. peak hour trips on I-5 southbound on-ramp from East Main Street).

As noted, this comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR, and no change has been made, nor would any change be appropriate, to the Draft EIR.

Comment 1-8 Summary of Comment: The comment requests a weaving analysis of the northbound and southbound segments of I-5 between the East Main Street and County Road 102 interchanges.

Response: A freeway weaving analysis is conducted applying a Level of Service analysis that is not an allowable CEQA threshold. As such, this comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted.

Forecasts prepared to address General Plan Level of Service consistency indicate that a small number of vehicle trips generated by uses in the WRTP Specific Plan Area would use these segments of I-5 (i.e., less than 2 percent of cumulative p.m. peak hour trips on I-5 between East Main Street and County Road 102 interchanges), which are over 2 miles north of the core of the Specific Plan Area. As such, a freeway weaving analysis for this segment would not be measurably affected by the added vehicle trips from the WRTP Specific Plan Area. It should be noted that the I-5/State Route 113 Connector Phase 2 project, which is programmed in Sacramento Area Council of Government's (SACOG's) 2020 Metropolitan Transportation Plan / Sustainable Communities Strategy for completion by 2035, would construct a new northbound I-5 to southbound State Route 113 freeway to freeway connection designed to address the level of existing and forecast traffic that exits northbound I-5 to use East Main Street as a connector to southbound State Route 113.

It should be noted that a freeway segment Level of Service analysis was conducted separate from the Draft EIR and included in Appendix E to the Draft EIR for informational and planning purposes. This analysis was prepared for segments of State Route 113 adjacent to the County Road 25A interchange that is the primary freeway access for the WRTP Specific Plan Area. The freeway operations analysis, conducted for cumulative conditions, concluded that the freeway segments and ramps analyzed would operate at Level of Service D or better under cumulative a.m. and p.m. peak hour conditions.

Comment 1-9 Summary of Comment: The commenter requests an evaluation/analysis for the interim timing modifications for intersections on East Main Street between the State Route 113 and I-5 ramp junctions.

Response: An evaluation/analysis of signal timing modifications is conducted applying a Level of Service analysis that is not an allowable CEQA threshold. As such, this comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR.

Forecasts prepared to address General Plan Level of Service consistency indicate that a small number of vehicle trips generated by uses in the WRTP Specific Plan area would use the four intersections on East Main Street (i.e., less than 2 percent of cumulative p.m. peak hour trips on East Main Street between State Route 113 northbound ramps and Pioneer Avenue), which are over 2 miles north of the core of the Specific Plan Area. Vehicle trips from the WRTP Specific Plan Area destined for the State highway north of the project would use routes that do not include the East Main Street intersections. Trips destined to and from the north on I-5 would gain access to the State highway system at the State Route 113/County Road 25A interchange and make a direct connection to I-5, while virtually all project-related trips destined to and from the south on I-5 would gain access to the State highway system at the I-5/ County Road 102 interchange. As such, the interim timing modifications at the four intersections on East Main Street would not be measurably affected by the small number of added trips from implementation of the WRTP Specific Plan.

Comment 1-10 Summary of Comment: The commenter requests all roundabout analyses be completed with Sidra, as Synchro is not an approved software for roundabout analysis by Caltrans.

Response: The requested roundabout analysis is conducted applying a Level of Service analysis that is not an allowable CEQA threshold. As such, this comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR.

Separate from the Draft EIR, a General Plan Level of Service consistency analysis was prepared for the WRTP Specific Plan Area and included as Appendix E to the Draft EIR for informational and planning purposes. For the State Route 113/County Road 25A interchange, the ramp intersections were evaluated using SimTraffic micro-simulation for both the existing side-street stop-controlled configuration as well as an evaluation of improvement options that included an alternative with roundabouts and an alternative with traffic signals. For the roundabout alternative at the State Route 113/County Road 25A interchange, the intersections were evaluated using both SimTraffic and SIDRA, with the analysis concluding that the intersections at the State Route 113/County Road 25A interchange would operate at level of service (LOS) D conditions or better with the planned roundabout improvements under cumulative a.m. and p.m. peak hour conditions.

Comment 1-11 Summary of Comment: The comment requests that Level of Service analysis be conducted for cumulative conditions at local ramp intersections on the I-5 side.

Response: The requested LOS analysis would focus on traffic congestion. The social inconvenience of traffic congestion is not an environmental impact under CEQA that would be relevant for study in an EIR. As such, this comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted.

Separate from the Draft EIR, a General Plan Level of Service consistency analysis was prepared for the WRTP Specific Plan Area; this analysis was included in Appendix E to the Draft EIR for informational and planning purposes. The cumulative analysis was conducted for 21 intersections and concluded that 18 (86 percent) of those intersections would meet General Plan Level of Service D goals. The intersections evaluated for cumulative conditions are those located in closest proximity to the WRTP Specific Plan Area and thus the locations where the highest level of added vehicle trips would occur. The cumulative analysis was not conducted for the intersections along East Main Street between State Route 113 and I-5 for several reasons. Forecasts prepared to address General Plan Level of Service consistency indicate that a small number of vehicle trips generated by uses in the WRTP Specific Plan Area would use the four intersections on East Main Street, which are over 2 miles north of the core of the Specific Plan Area. Additionally, the I-5/State Route 113 Connector Phase 2 project, which is programmed in SACOG's 2020 Metropolitan Transportation Plan / Sustainable Communities Strategy for completion by 2035, would construct a new northbound I-5 to southbound State Route 113 freeway to freeway connection design to address the high level of existing traffic that exits northbound I-5 to use East Main Street as a connector to southbound State Route 113.

As noted in response to comment 1-7, the Project Report/Environmental Document prepared by the City of Woodland for the I-5/County Road 102 interchange in 2006 documented the locally funded improvements completed in 2010 as well as a series of ultimate design improvements that include further widening of the off-ramps to be constructed at a later date when triggered.

The additional ultimate interchange improvements are included in the City of Woodland traffic impact fee program.

Comment 1-12 Summary of Comment: The commenter recommends having a fair-share fee program to handle future projects that are needed to mitigate potential impacts due to anticipated growth and cumulative impacts from the project.

Response: This comment does not relate to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted.

The requested information is in Section 6.4 of the WRTP Specific Plan, which explains the financing and maintenance of public facility improvements to serve the WRTP Specific Plan Area. As noted, a separate Financing Plan has been prepared for the WRTP that details the costs for construction and operation of backbone infrastructure, public facilities, and operational costs necessary for development under the WRTP Specific Plan. A fair-share fee program is one of a variety of funding mechanisms that may be used to fund the necessary improvements. As development progresses under the Specific Plan, the timing and mix of cost and funding sources may change, but the Financing Plan will serve as a framework to guide and support the City's objectives for the WRTP Specific Plan.

Comment 1-13 Summary of Comment: The commenter notes the importance of an ongoing monitoring program for implementation of individual improvement measures. The commenter recommends the project applicant to conduct focused traffic studies for each phase of project development, in addition to mitigation measures if General Plan standards are not met.

Response: Please refer to Appendix E, *Transportation Impact Study*, which was conducted in support of the Draft EIR. Furthermore, as described in Section 6.3.1 of the Specific Plan, analysis prepared by the City's traffic consultant identifies capacity limits of the WRTP Specific Plan Area, beyond which future improvements would be triggered. For development beyond this limit, as stated in Section 6.3.1 of the Final WRTP Specific Plan, "[s]ubsequent development projects within the [WRTP Specific] Plan Area shall be required to prepare a project specific traffic analysis to determine the exact timing for construction of the interchange to the satisfaction of the Community Development Director of City Engineer, in consultation with the State of California Transportation Department."

Comment 1-14 Summary of Comment: The commenter has the following questions:

How many phases does the project have? What is the timeline for each phase completion/opening year? What is the full build out year?

Response: Specific Plan implementation and development sequencing is further explained in Section 6 of the WRTP Specific Plan. This comment does not question to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted.

Comment 1-15 Summary of Comment: The commenter requests drainage calculations to confirm that no additional flow (Q) of water will be entering Caltrans' existing drainage system for the 100-year storm event.

Response: This is addressed in the Draft EIR on page 3.9-15. The Woodland Research and Technology Park Stormwater Management Technical Memorandum includes existing and proposed drainage patterns and drainage sheds exhibits in addition to peak flow calculation sheets for major drainage pipes. This Technical Memorandum, as updated in 2023, is available on the City's website with the WRTP Specific Plan and other supporting technical reports.

Design plans for construction of highway facilities within the State highway right of way and design plans for facilities that may impact State highway facilities will be provided to Caltrans per appropriate Caltrans manuals that establishes uniform standards and procedures to be used when preparing right of way maps, preliminary exhibits, and the development of project plans.

Comment 1-16 Summary of Comment: The commenter requests spread and depth calculations for the curb and gutter to be constructed with respect to the 10-year design storm.

Response: The design of curb and gutter within the State right of way will follow the requirements for design of curb and gutter and other drainage facilities needed for construction of state facilities per State highway improvement plans that will be provided to Caltrans per Caltrans Plans Preparation Manual and/or other appropriate Caltrans manuals that establishes uniform standards and procedures to be used when preparing right of way maps, preliminary exhibits, and the development of project plans.

Comment 1-17 Summary of Comment: The commenter requests the use of the 2018 version of the Caltrans Standard Plans for Curbs & Driveways.

Response: The design of curbs and driveways within the state right of way will follow the requirements for design of curbs and driveways within state right of way per Caltrans Plans Preparation Manual and/or other appropriate Caltrans manuals that establishes uniform standards and procedures to be used when preparing right of way maps, preliminary exhibits, and the development of project plans.

Comment 1-18 Summary of Comment: The commenter requests copies of any further actions regarding the project.

Response: The City will provide notification of availability of the Final EIR. This comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted.

2.2.2 Comment Letter #2:

YOLO LOCAL AGENCY FORMATION COMMISSION (YOLO LAFCO)

Letter 2

YOLO
LOCAL
AGENCY
FORMATION
COMMISSION

COMMISSION
CHAIR
OLIN WOODS
Public Member

VICE CHAIR
DON SAYLOR
Supervisor – 2nd District

NORMA ALCALA
Councilmember
City of West Sacramento

GARY SANDY
Supervisor – 3rd District

TOM STALLARD
Mayor
City of Woodland

ALTERNATES
ANGEL BARAJAS
Supervisor – 5th District

WADE COWAN
Mayor
City of Winters

RICHARD DELBERTY
Public Member

STAFF
CHRISTINE M. CRAWFORD, AICP
Executive Officer

TERRI TUCK
Administrative Specialist/Clerk

MARK KHUMMENACHER
Financial Analyst

COUNSEL
ERIC MAY

625 Court Street, Suite 107
Woodland CA 95695

(530) 666-8048
lafco@yolocounty.org

www.yololafco.org

June 29, 2021

Erika Bumgardner, Business Development Liaison
City of Woodland Economic Development Department
300 First Street
Woodland, CA 95695

Re: Comments on the Woodland Research & Technology Park Specific Plan Draft Environmental Impact Report (DEIR) SCH# 2017062042

Dear Ms. Bumgardner:

Thank you for consulting with Yolo LAFCo as a Responsible Agency for the Woodland Research & Technology Park Specific Plan DEIR. As you are well aware, LAFCo would use the EIR to consider an annexation to implement the Project. 2-1

The DEIR indicates the Project is consistent with the City's general plan and it is able to provide necessary municipal services to the Project. Regarding agricultural loss, the DEIR notes that this Project will be required to comply with mitigation measures from the City's 2035 General Plan EIR, which addressed significant and unavoidable impacts due to the loss of agricultural land. The City's requirements to conserve agricultural land at a 1:1 ratio of similar quality complies with LAFCo's agricultural mitigation policies. 2-2

Thank you again for consulting with Yolo LAFCo. If you have any questions, please feel free to contact me. 2-3

Best regards,

Christine M. Crawford, AICP

RESPONSE TO COMMENT LETTER 2

Comment 2-1 Summary of Comment: The commenter confirmed that the City fulfilled its legal requirement to consult with Yolo LAFCo as a responsible agency for the WRTP Specific Plan EIR.

Response: The City appreciates this review. The comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted.

Comment 2-2 Summary of Comment: The commenter confirmed that the proposed project is consistent with the City's General Plan and that the Specific Plan ensures adequate provision of municipal services. The commenter also provided a summary of the loss of agricultural resources identified in the Draft EIR and notes that the City's requirements to conserve agricultural land is consistent with Yolo LAFCo's agricultural mitigation policies.

Response: The consistency of proposed mitigation with Yolo LAFCo policies is noted.

Comment 2-3 Summary of Comment: The commenter closes the comment letter and gives thanks to the City for consulting with Yolo LAFCo.

Response: The City is appreciative of Yolo LAFCo's review.

2.2.3 COMMENT LETTER #3:

LABORERS INTERNATIONAL UNION OF NORTH AMERICA (LIUNA), LOCAL UNION NO. 185

Letter 3

T 510.836.4200
F 510.836.4205
1939 Harrison Street, Ste. 150
Oakland, CA 94612
www.lozeaudrury.com
michael@lozeaudrury.com

July 2, 2021

Erika Bumgardner, Business Development Liaison
City of Woodland Economic Development Department
300 First Street
Woodland, CA 95695
Erika.bumgardner@cityofwoodland.org

Re: Woodland Research & Technology Park Specific Plan and Draft Environmental Impact Report (SCH #2017062042)

Dear Ms. Bumgardner,

I am writing on behalf of Laborers International Union of North America, Local Union 185, regarding the proposed Woodland Research & Technology Park ("WRTP") Specific Plan and the accompanying draft Environmental Impact Report ("DEIR"). The proposal includes a specific plan that would authorize approximately 1,600 new residential units and 2.2 million square feet of non-residential development within a 350-acre plan area on the southern edge of Woodland. Currently the location of prime farmland, the plan would leave about 21.8 acres of park and other types of open space, including stormwater basins. Although noting a lack of information regarding specific commercial projects that would be proposed in the future, the proposed Specific Plan would make almost all of the authorized commercial uses permitted of right. The DEIR identifies a long list of substantial and unavoidable impacts that result from the proposed plan. These projected unavoidable impacts include obstructing implementation of the Yolo-Solano Air Quality Management District ("YSAQMD") air quality plan, construction and operational emissions of particulate matter and ozone precursors (ROGs and NOx) in excess of area air quality standards, and significant operational noise levels. Despite these significant and unavoidable impacts, the DEIR suggests that revisiting these findings as future development projects are permitted would be streamlined and would not reevaluate with the benefits of public comments whether additional mitigations should be required for future individual projects and whether these currently unavoidable impacts could, in the future, be reduced to less than significant. LIUNA believes this runs afoul of CEQA for several reasons and unnecessarily hamstrings the City and current and future residents to make sure additional mitigations of the significant impacts are assessed and required as development occurs over the next two decades. 3-1

First, in order for the City to certify the EIR, the City will need to make a finding that it has adopted all feasible mitigation measures addressing each of the significant and unavoidable impacts. One feasible mitigation measure must include maintaining the City's discretion to apply 3-2

future, specific mitigation measures to development projects, in particular larger commercial developments, addressing the currently unavoidable impacts by requiring a discretionary conditional use permit ("CUP") rather than permitting those future developments of right. Consideration of this mitigation is required by CEQA because, where the City makes a finding of overriding considerations for a specific plan, it has a duty to revisit that finding as future development projects are considered and approved. (*See Communities for a Better Environment v. Cal. Resources Agency* (2002) 103 Cal.App.4th 98, 122-125.)

3-2 (Cont'd)

The City also has an obligation to include one or more alternatives that would require CUPs and not permit certain uses of right. For example, by considering an alternative that would make any commercial development proposal in excess of 25,000 square feet subject to a CUP and not permitted of right, the City would reduce the significant impacts of the Specific Plan by ensuring consideration of additional feasible mitigation measures for those future developments that would be more readily apparent in the context of the proposed project. This also would ensure the ability of the public, including future residents of the WRTP, to provide meaningful comments on future large projects rather than the secretive and relatively closed process of over-the-counter permits.

3-3

In addition to these overarching concerns, LIUNA has retained several experts to review the DEIR's air quality and health risk assessments, as well as the biological impacts of the proposed Specific plan. These comments have been prepared with the assistance of wildlife biologist Shawn Smallwood, Ph.D., and environmental consulting firm Soil/Water/Air Protection Enterprise ("SWAPE"). Dr. Smallwood's comment and curriculum vitae are attached as Exhibit A hereto and are incorporated herein by reference and entirety. SWAPE's comment and curriculum vitae are attached as Exhibit B hereto and are incorporated herein by reference in their entirety.

3-4

LEGAL BACKGROUND

CEQA requires that an agency analyze the potential environmental impacts of its proposed actions in an environmental impact report ("EIR") (except in certain limited circumstances). *See, e.g.* Pub. Res. Code § 21100. The EIR is the very heart of CEQA. *Dunn-Edwards v. BAAQMD* (1992) 9 Cal.App.4th 644, 652. "The 'foremost principle' in interpreting CEQA is that the Legislature intended the act to be read so as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." *Communities for a Better Environment v. Calif. Resources Agency* (2002) 103 Cal. App. 4th 98, 109.

CEQA has two primary purposes. First, CEQA is designed to inform decision makers and the public about the potential, significant environmental effects of a project. 14 Cal. Code Regs. ("CEQA Guidelines") § 15002(a)(1). "Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions before they are made. Thus, the EIR 'protects not only the environment but also informed self-government.'" *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564. The EIR has been described as "an

3-5

environmental 'alarm bell' whose purpose it is to alert the public and its responsible officials to environmental changes before they have reached ecological points of no return." *Berkeley Keep Jets Over the Bay v. Bd. of Port Comm'rs.* (2001) 91 Cal. App. 4th 1344, 1354 ("*Berkeley Jets*"); *County of Inyo v. Yorty* (1973) 32 Cal.App.3d 795, 810.

Second, CEQA requires public agencies to avoid or reduce environmental damage when "feasible" by requiring "environmentally superior" alternatives and all feasible mitigation measures. CEQA Guidelines § 15002(a)(2) and (3); *see also, Berkeley Jets*, 91 Cal.App.4th at pp. 1344, 1354; *Citizens of Goleta Valley, supra*, 52 Cal.3d at 564. The EIR serves to provide agencies and the public with information about the environmental impacts of a proposed project and to "identify ways that environmental damage can be avoided or significantly reduced." CEQA Guidelines §15002(a)(2). If the project will have a significant effect on the environment, the agency may approve the project only if it finds that it has "eliminated or substantially lessened all significant effects on the environment where feasible" and that any unavoidable significant effects on the environment are "acceptable due to overriding concerns." Pub. Res. Code § 21081; 14 Cal.Code Regs. § 15092(b)(2)(A) & (B). The lead agency may deem a particular impact to be insignificant only if it produces rigorous analysis and concrete substantial evidence justifying the finding. *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 732.

In general, mitigation measures must be designed to minimize, reduce or avoid an identified environmental impact or to rectify or compensate for that impact. 14 Cal.Code Regs. § 15370. Where several mitigation measures are available to mitigate an impact, each should be discussed and the basis for selecting a particular measure should be identified. *Id.* at § 15126.4(a)(1)(B). A lead agency may not make the required CEQA findings unless the administrative record clearly shows that all uncertainties regarding the mitigation of significant environmental impacts have been resolved.

3-5
(Cont'd)

CEQA requires the lead agency to adopt feasible mitigation measures that will substantially lessen or avoid the Project's potentially significant environmental impacts (Pub. Res. Code §§ 21002, 21081(a)), and describe those mitigation measures in the CEQA document. Pub. Res. Code § 21100(b)(3); CEQA Guidelines § 15126.4. Mitigation measures must be fully enforceable through permit conditions, agreements or other legally binding instruments. *Id.* at § 15126.4(a)(2).

The feasibility of mitigation measures is addressed by a lead agency at two points in the EIR process. First, the EIR itself must disclose all potentially feasible mitigation measures, focusing on the question whether each mitigation measure is "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." Pub. Res. Code, § 21061.1. Once the final EIR is prepared and in the context of the lead agency deciding whether to proceed with a project in light of the EIR's information and analysis, the lead agency again considers the feasibility of mitigation measures, with greater discretion to consider other factors.

> no public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that would occur if the project is approved or carried out unless both of the following occur:
> (a) The public agency makes one or more of the following findings with respect to each significant effect: …
> (3) Specific economic, legal, social, technological, ***or other considerations***, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

Pub. Res. Code § 21081(a)(3) (emphasis added). Thus, the EIR itself cannot avoid addressing potential mitigation measures by asserting they are infeasible based on policy reasons. Policy reasons for rejecting a mitigation measure as infeasible can only be considered after the EIR is completed at the project approval stage. "Broader considerations of policy thus come into play when the decisionmaking body is considering actual feasibility than when the EIR preparer is assessing potential feasibility of the alternatives." *California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 1000.

"One of [an EIR's] major functions ... is to ensure that *all reasonable alternatives* to proposed projects are thoroughly assessed by the responsible official." *Citizens of Goleta Valley*, 52 Cal.3d at 565. An EIR must describe a range of reasonable alternatives to the Project, or to the location of the Project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. "An EIR's discussion of alternatives must contain analysis sufficient to allow informed decision making." *Laurel Heights I*, 47 Cal.3d at 404. An EIR must also include "detail sufficient to enable those who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed project." *Id.* at 405.

3-5
(Cont'd)

Whether an alternative is feasible is considered in the same way as mitigation measures. A "feasible" alternative is one that is capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social and technological factors. Pub. Res. Code § 21061.1; 14 Cal. Code Regs. § 15364. Only at the approval stage may the lead agency consider an alternative infeasible based on other policy considerations. Pub. Resources Code § 21081(a)(3). The lead agency is required to select the environmentally preferable alternative unless it is infeasible. "

While the courts review an EIR using an "abuse of discretion" standard, "the reviewing court is not to 'uncritically rely on every study or analysis presented by a project proponent in support of its position. A 'clearly inadequate or unsupported study is entitled to no judicial deference.'" *Berkeley Jets, supra*, 91 Cal. App. 4th at p. 1355 (emphasis added) (quoting *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal. 3d 376, 391 409, fn. 12). As the court stated in *Berkeley Jets*:

> A prejudicial abuse of discretion occurs "if the failure to include relevant information precludes informed decisionmaking and informed public participation, thereby thwarting the statutory goals of the EIR process." (*San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 722; *Galante Vineyards v. Monterey Peninsula Water Management Dist.* (1997) 60 Cal. App. 4th 1109, 1117; *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal. App. 4th 931, 946.)

More recently, the California Supreme Court has emphasized that:

> When reviewing whether a discussion is sufficient to satisfy CEQA, a court must be satisfied that the EIR (1) includes sufficient detail to enable those who did not participate in its preparation to understand and to consider meaningfully the issues the proposed project raises [citation omitted], and (2) makes a reasonable effort to substantively connect a project's air quality impacts to likely health consequences.

Sierra Club v. Cty. of Fresno (2018) 6 Cal.5th 502, 510 (2018), citing *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 405. "Whether or not the alleged inadequacy is the complete omission of a required discussion or a patently inadequate one-paragraph discussion devoid of analysis, the reviewing court must decide whether the EIR serves its purpose as an informational document." *Sierra Club v. Cty. of Fresno, supra*, 6 Cal.5th at 516. Although an agency has discretion to decide the manner of discussing potentially significant effects in an EIR, "a reviewing court must determine whether the discussion of a potentially significant effect is sufficient or insufficient, i.e., whether the EIR comports with its intended function of including 'detail sufficient to enable those who did not participate in its preparation to understand and to consider meaningfully the issues raised by the proposed project.'" 6 Cal.5th at 516, citing *Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184, 1197. "The determination whether a discussion is sufficient is not solely a matter of discerning whether there is substantial evidence to support the agency's factual conclusions." 6 Cal.5th at 516. Whether a discussion of a potential impact is sufficient "presents a mixed question of law and fact. As such, it is generally subject to independent review. However, underlying factual determinations—including, for example, an agency's decision as to which methodologies to employ for analyzing an environmental effect—may warrant deference." 6 Cal.5th at 516. As the Court emphasized:

> [W]hether a description of an environmental impact is insufficient because it lacks analysis or omits the magnitude of the impact is not a substantial evidence question. A conclusory discussion of an environmental impact that an EIR deems significant can be determined by a court to be inadequate as an informational document without reference to substantial evidence.

6 Cal.5th at 514.

3-5 (Cont'd)

A. The EIR Fails to Discuss All Potentially Feasible Mitigation Measures Available to Address the Project's Significant Air Quality Impacts Resulting From its Operation.

3-6

The DEIR finds that "[f]uture development in the WRTP Specific Plan Area would … result in long-term emissions generated from day-to-day operational activities associated with residential and non-residential land uses." DEIR, p. 0-11. "Operational emissions are anticipated to exceed YSAQMD thresholds of significance for ozone precursors, ROG, and NOX." *Id.* These air pollutant emissions are significant and unavoidable. *Id.*

Because the EIR determines that the operation of the WRTP will have significant and unavoidable air quality impacts, it is incumbent that the EIR comply with the mandate that it identify all potentially feasible mitigation measures in an effort to reduce those air pollution impacts. However, there appears to be only one mitigation measure identified in the DEIR to address the Project operations' significant air quality impacts. Mitigation Measure 3.3-2d bans wood-burning stoves and fireplaces in new development. DEIR, p. 0-12. All of the other mitigation measures only address air pollution impacts during construction. There do not appear to be any mitigation measures designed to address emissions of NOx and ROGs from the Project's research and tech park, including potential distribution and logistics activities, warehousing, and other industrial uses.

Up to half of the 2.2 million square feet of commercial development may include warehousing, storage, and distribution/logistics uses. Specific Plan, pp. 3-10; 3-13, Table 3.1, n. 11 ("Only permitted as incidental/ancillary to primary business/company operations; not more than 50 percent of primary building square footage"). As proposed, this use would be permitted of right. *Id*, p. 3-10. Because the DEIR projects that the Specific Plan's operation will exceed air quality standards applicable to NOx and ROGs, the Project must include all feasible mitigation measures.

The California Department of Justice has issued guidance describing feasible mitigation measures to address air quality impacts from proposed warehousing projects. *See* California Department of Justice, "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act" (attached as Exhibit C). In order to comply with CEQA's mandate that the City evaluate all potentially feasible mitigation measures necessary to reduce a project's potential significant impacts to less than significant, the City must amend and recirculate the EIR to evaluate, consider and, where feasible, adopt the following available mitigation measures identified by the Attorney General:

3-6
(Cont'd)

1. Requiring that all facility-owned and operated fleet equipment with a gross vehicle weight rating greater than 14,000 pounds accessing the site meet or exceed 2010 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Facility operators shall maintain records on-site demonstrating compliance with this requirement and shall make records available for inspection by the local jurisdiction, air district, and state upon request.
2. Requiring all heavy-duty vehicles entering or operated on the project site to be zero-emission beginning in 2030.

3. Requiring on-site equipment, such as forklifts and yard trucks, to be electric with the necessary electrical charging stations provided.
4. Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
5. Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.
6. Posting both interior- and exterior-facing signs, including signs directed at all dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the air district, and the building manager.
7. Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
8. Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
9. Constructing electric truck charging stations proportional to the number of dock doors at the project.
10. Constructing electric plugs for electric transport refrigeration units at every dock door, if the warehouse use could include refrigeration.
11. Constructing electric light-duty vehicle charging stations proportional to the number of parking spaces at the project.
12. Installing solar photovoltaic systems on the project site of a specified electrical generation capacity, such as equal to the building's projected energy needs.
13. Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
14. Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
15. Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking. (Currently, the City is proposing that future development only comply with CalGreen Tier 1 energy efficiency standards, rather than the Tier 2 standards. "The Tier 1 optional requirements are more restricted than the basic code requirements and include requirements such as higher energy efficiency goals and reduced water consumption targets. The Tier 2 requirements up the ante with even higher, or more stringent, sustainable goals than Tier 1." https://calgreenenergyservices.com/knowledge-center/calgreen-code/).
16. Achieving certification of compliance with LEED green building standards.
17. Providing meal options onsite or shuttles between the facility and nearby meal destinations. Posting signs at every truck exit driveway providing directional information to the truck route.
18. Requiring that every tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARB-

3-6 (Cont'd)

approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.

19. Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants to use carriers that are SmartWay carriers.

3-6 (Cont'd)

All of these mitigation measures are feasible for the Project within the Research and Tech Park areas of the Specific Plan. SWAPE Comments, pp. 21-22. Because the Project will have significant and unavoidable air quality impacts from its operation, all of these mitigation measures must be adopted and enforceable in order for the City to make a finding of overriding considerations.

B. The EIR Fails to Discuss All Potentially Feasible Mitigation Measures Available to Address the Project's Significant Air Quality Impacts Resulting From its Construction.

A similar shortcoming is true for the unmitigated air quality impacts identified for the Project's construction. The DEIR concludes that:

> Construction associated with future development of the WRTP Specific Plan Area and off-site improvement areas would generate emissions of criteria air pollutants that could violate an ambient air quality standard or contribute substantially to an existing or predicted air quality violation through incremental emissions of PM and ozone precursors (ROG and NOX).

DEIR, p. 0-11. Mitigation Measure 3.3-2a includes eleven best management practices to be implemented for future construction projects. *Id.* at 0-11 – 0-12. Mitigation Measure 3.3-2b identifies three mobile emission measures to reduce NOx and PM10 emissions during construction, including:

3-7

> a. Maintain all construction equipment properly according to manufacturer's specifications.
> b. Fuel all off-road and portable diesel-powered equipment with CARB-certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
> c. Comply with the State On-Road Regulation by using on-road heavy-duty equipment that meet or exceed CARB's Tier 4 standard for on-road heavy-duty diesel engines.

Id., p. 0-12. The measures identified in the DEIR do not include a number of additional feasible measures identified by the Attorney General. These include the following:

1. Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier 4 *Final* engines, and including this requirement in applicable bid documents,

purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

2. Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.
3. Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.
4. Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.
5. Limiting the amount of daily grading disturbance area.
6. Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.
7. Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use. (Currently, Mitigation Measure 3.3-2a would allow up to five minutes of idling.)
8. Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
9. Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts
10. Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

3-7 (Cont'd)

All of these mitigation measures are feasible for the entire Project area. SWAPE Comments, pp. 20-21. Because the Project will have significant and unavoidable air quality impacts from its construction, all of these mitigation measures must be adopted and enforceable in order for the City to make a finding of overriding considerations.

C. The EIR Fails to Discuss All Potentially Feasible Mitigation Measures Available to Address the Project's Significant Noise Impacts Resulting From its Construction and Operation.

The DEIR suffers from similar defects in addressing the significant noise impacts anticipated by the project. The DEIR identifies several noise mitigation measures but nevertheless concludes that construction and operation of the project will have significant and unavoidable noise impacts. DEIR, pp. 0-23 – 0-24. The mitigation measures include "limiting" the hours of construction activities to "7:00 A.M. and 6:00 P.M. on Monday through Saturday and between 9:00 A.M. and 6:00 P.M. on Sunday and federal holidays; limiting idling time of noise-generating equipment to 5 minutes, and; various efforts to reduce noise from construction activities within 445 feet of properties with noise-sensitive receptors. *Id*, p. 0-23 (Mitigation Measure 3.11-1).

3-8

Additional feasible mitigation measures that must be included to further reduce this significant impact include further limiting idling time of noise-generating vehicles and equipment to 2 minutes, rather than 5 minutes. The construction hours proposed in the DEIR would appear to maximize the noise impacts by including weekends and holidays as well as a 7 a.m. start time. To reduce the Project's noise impacts, where construction work is within 445-feet of a residence, including new residences developed pursuant to the Specific Plan, the measures should prohibit construction work on weekends and holidays and construction should start no earlier than 8 a.m. Likewise, where construction work is within 445-feet of a residence, the mitigation measures should require the installation of continuous noise curtains between the construction site and those residences.

3-8 (Cont'd)

D. The EIR Fails to Disclose the Potentially Feasible Mitigation Measure That Large Commercial Development Projects Within the WRTP be Conditioned on Obtaining a CUP and Ensure the City and the Public Have an Opportunity to Review Additional Feasible Mitigation Measures to Address Unavoidable Significant Impacts Identified in the DEIR.

Another overarching mitigation measure that is not addressed in the DEIR and which would further reduce the significant air quality and noise impacts from the Project would be for the City to ensure the future discretionary review of specific proposed developments within the Specific Plan area. This measure could consist of requiring commercial projects involving development greater than 25,000 square feet within the Specific Plan to obtain a conditional use permit. This mitigation should apply to Light Industrial, Medium Industrial, Research and development, Specialty Food Processing, and Warehouse, Storage and Distribution/Logistics, all of which are currently proposed as permitted of right or, in the case of Medium Industrial, a Zoning Administrator permit. *See* Specific Plan, pp. 3-9 – 3-10.

3-9

Requiring a CUP for these larger commercial developments is essential in order for the City to address the significant and currently unavoidable air quality and noise impacts for the Project. Given the pace of technology, the growing commitments of many businesses to installing solar power, electrifying their fleets, and the opportunities for development of specific mitigation measures to further reduce the impacts calculated by the DEIR for the Project, a discretionary review of these larger commercial projects is a feasible mitigation measure to ensure further reductions in the Project's significant impacts. In addition, it would ensure that the City has an opportunity to update its finding that no additional feasible mitigation measures for these impacts are available for specific future development proposals.

E. The EIR Fails to Consider an Alternative to the Proposed Specific Plan That Requires Large Commercial Development Projects Within the WRTP be Conditioned on Obtaining a CUP.

3-10

Alternatively, it is incumbent on the City to evaluate an alternative version of the Project which includes requiring CUPs and future environmental reviews pursuant to CEQA for various uses and future development projects proposed to be allowed in the Specific Plan. An alternative should be based on requiring CUPs and additional environmental review related to the

significant air quality and noise impacts identified by the DEIR for the non-residential uses identified in Section D above. Alternative versions of the proposed Specific Plan exploring whether the use of additional CUPs for various future development projects and uses would result in additional mitigation measures being applied to address the Project's significant air quality and noise impacts must be included in order for the DEIR to evaluate a reasonable range of alternatives that would lessen the Project's significant impacts and allow for informed decision making. 3-10

F. The DEIR Does Not Address Adequately the Project's Impacts on Wildlife.

Dr. Smallwood has significant experience reviewing the biological baseline and project impacts on wildlife in the area of the Project, having contributed to the scientific research in the mid-1990s on which the original habitat conservation plan for the area was established. Exhibit A, p. 1. Dr. Smallwood performed three recent site visits to the Project site on June 28, 29 and 30, 2021. Ex. A, p. 2. He detected 39 species of vertebrate wildlife, 7 of which are special-status species, including 2 listed species – Swainson's hawks and tricolored blackbirds, a California Fully Protected Species—white tailed kite, and a USF&WS Bird of Conservation Concern – yellow-billed magpie. *Id.*, pp. 2-3, 5 (photos of tricolored blackbird flock at site and Swainson's hawk nest and chick next to Project site). Dr. Smallwood explains that, if he had more time to conduct additional reconnaissance or protocol-level surveys at different times of year, he would have detected many more species, including sensitive wildlife species. *Id.*, pp. 11-13. Publicly available databases reviewed by Dr. Smallwood indicated that at least 66 special status species of vertebrates are found in the Project area. *Id.*, p. 18. A full list of the species observed by Dr. Smallwood can be found in Table 1 of his attached comment. *Id.*, pp. 15-17. 3-11

His review of the DEIR and relevant documents indicates that the efforts to identify a meaningful baseline of wildlife values in and adjacent to the Specific Plan are woefully inadequate. Dr. Smallwood also identifies significant gaps in the DEIR and its failure to address significant direct and cumulative impacts of habitat loss from the Project, impacts to wildlife from the Project's water demands, impacts on wildlife movement currently occurring through the site, impacts from collisions between the Project's traffic and wildlife, and impacts to avian wildlife from collisions with the Project's windows and other structures. (Exhibit A.)

1. The wildlife baseline described in the DEIR is inadequate and omits numerous special status species observed by Dr. Smallwood on and adjacent to the Project site.

The DEIR reports that no detection-level surveys were conducted to determine the wildlife baseline at and adjacent to the Project site. Smallwood Comments, p. 13. Two field reconnaissance surveys for wildlife are mentioned by the DEIR, one on August 31, 2017 and another on November 8, 2019. *See* DEIR, pp. 3.4-2, 3.4-4, 3.4-19. City staff has confirmed that there are no reports documenting the two reconnaissance visits mentioned in the DEIR. Dr. Smallwood points out numerous flaws in the survey information provided in the DEIR: 3-12

> Unfortunately, the DEIR reports nothing more about these surveys, such as who performed them, what methods were used, what times the surveys began, and how long the surveys lasted. Nothing is said about the fact that neither of the surveys were performed during the breeding season. Nothing was mentioned about the second survey having occurred after Swainson's hawks have left on migration to Mexico. No mention was made of both surveys having been performed outside the winter migration season when one can expect to detect merlin, ferruginous hawk, and multiple additional special-status species. The DEIR provides no list of wildlife species that were detected. The basic information a biologist would expect to see reported about these surveys is, unfortunately, not reported.

Id., p. 13. It is the City's duty to investigate the Project, including assuring the identification of baseline conditions at the site from which to disclose and gauge the Project's impacts. *See County Sanitation Dist. No. 2 v. County of Kern* (2005) 127 Cal.App.4th 1544, 1597–98 ("[U]nder CEQA, the lead agency bears the burden to investigate potential environmental impacts."). Two casual, undocumented site visits do not meet this duty. Dr. Smallwood's recent site visits confirm the inadequacies of the City's efforts to properly identify the baseline wildlife conditions at the site. As a result, the DEIR significantly understates the wildlife values at stake and is insufficient as an information document pursuant to CEQA.

Among other concerns identified by Dr. Smallwood, the EIR fails to identify the significant wildlife habitat values that are provided by alfalfa fields, currently present at the site. Ex. A, p. 14. 3-12 (Cont'd)

Dr. Smallwood notes that the loggerhead shrike, a special status species, relies on agricultural lands as habitat. Ex. A, p. 14. The DEIR eliminates this species for review. DEIR, p. 3.4-9. Dr. Smallwood also points out that yellow warblers will use the site as stopover habitat and that there is no substantial evidence for the EIR to eliminate this species as potential affected by the Project. Ex. A, p. 14. Similarly, the DEIR asserts there is no suitable nesting habitat at the Project site for northern harriers. DEIR, p. 3.4-10. However, Dr. Smallwood's expert assessment of the habitat he observed at the site indicates that it is suitable nesting habitat for this species of special concern.

The DEIR incorrectly identifies the tricolored blackbird as a candidate species for listing under the California Endangered Species Act. However, this species has been listed under CESA as threatened since 2018. In addition, the DEIR downplays the foraging habitat currently existing on the Project site for the tricolored blackbird. Ex. A, p. 18. Rather than potential, Dr. Smallwood observed tricolored blackbirds actively foraging at the site. *Id.*, pp. 5, 18. Likewise, the DEIR incorrectly asserts that tricolored blackbirds only nest in wetland habitat. DEIR, p. 3.4-30. However, Dr. Smallwood has recorded tricolored blackbird nests in grasslands and agricultural fields. Ex. A, p. 18.

The DEIR also understates the occurrence of the Modesto song sparrow at the site as unlikely to occur. DEIR, p. 3.4-11. However, this assessment is demonstrable incorrect because Dr. Smallwood observed this species of special concern during his visits. Ex. A, p. 18.

> As Dr. Smallwood summarizes:
>
> Of the 66 special-status species of vertebrate wildlife for which I found records in the project area (Table 2), the DEIR addresses occurrence likelihoods of only 16 (24%). The DEIR determines only 1 species is known to occur on site (Swainson's hawk), whereas data bases and site visits have recorded 11 special-status species occurrences on the site, 7 within a quarter mile of the site, another 10 within a half mile, another 12 within 1 mile, and another 8 within 2 miles. Special-status species the DEIR determines as unlikely have been seen right there (Table 2). I saw some of them. The DEIR has grossly underestimated the importance of the site to special-status species of wildlife.

3-12 (Cont'd)

Ex. A, p. 18. As a result, the EIR is inadequate as an information document to disclose the potential impacts to wildlife from the Project.

2. The DEIR fails to address impacts of habitat loss to bird species.

Dr. Smallwood identifies the impact of habitat loss on productive capacity of the Project site. (Ex. A, p. 19.) He estimates there is likely a density of 8.6 bird nests per acre at the site which equates to about 3,300 bird nests supported annually on the Project site. (*Id.*) The Project will remove a fair number of these nests from the area. Dr. Smallwood estimates that the Project would prevent the production of over 9,600 fledglings from the Project area. (*Id.*) This loss of productivity is not discussed in the DEIR.

3-13

3. The DEIR's sole reliance on the Yolo County HCP to mitigate wildlife impacts is not supported by substantial evidence.

The DEIR relies extensively on the Yolo Habitat Conservation Plan ("Yolo HCP") as mitigation for impacts to various wildlife species. However, Dr. Smallwood's expert review establishes that the HCP does not address a number of the species of concern he observed at the site. As he explains:

> The DEIR essentially relies on the Yolo County HCP as an excuse to bypass analysis of potential cumulative impacts. This approach poses multiple shortfalls to the required cumulative impacts analysis. One flaw derives from the many special-status species that would be affected by the project but which are not covered by the HCP. The HCP only covers 10 species of vertebrate wildlife, only 6 of which face substantial direct interface with potential development projects. Most of the species in Table 2 lack coverage under the HCP, and are undergoing substantial declines that could soon result in extirpation. One example is yellow-billed magpie, which underwent a >90% decline within only a few years due to West Nile Virus (Smallwood and Nakamoto 2009). The yellow-billed magpie has continued to decline in Yolo County since 2009 (Smallwood unpublished data) and could be nearing extirpation. Potential cumulative impacts to these non-covered species need to be analyzed in a revised DEIR.

3-14

Ex. A, p. 33. Dr. Smallwood also decries the absence of any information explaining the status of implementation of the HCP, whether it is achieving its habitat goals, and other relevant information necessary to understand if the HCP is actually working. Dr. Smallwood states:

> Another shortfall derives from the absence of any monitoring reports associated with the HCP. I could not locate any documentation of the performance of the HCP to date. The HCP provides no information about the trends of the species it covers, nor about whether and to what degree mitigation has conserved any of its covered species.

Id. As a result, it is anybody's guess whether the HCP is an effective mitigation even for those species it covers, never mind the many species it does not address.

Dr. Smallwood points out that, despite the presence of the HCP, even species covered by that plan are plummeting towards extirpation. These include burrowing owls. Based on his monitoring of burrowing owls in the Davis area for the last 25 years, Dr. Smallwood observes that:

> The last known pair of burrowing owls to successfully breed in the Davis area was last year. No burrowing owl breeding attempts were detected this year. I am aware of only one burrowing owl sighting in all of Yolo County this year. Throughout the month of June – the height of the breeding season – not a single sighting of burrowing owls was reported to eBird this year. This outcome is significant because the burrowing owl is one of the most -- if not *the* most -- popular bird species among bird enthusiasts in Yolo County. 'Birders' drive around searching for this species, and when it is found word travels fast about where burrowing owls are located and other attributes of the discovery. But this year none were found. The year 2021 might be the first year of the species' extirpation from Yolo County, despite whatever it is that the HCP is accomplishing.

3-14
(Cont'd)

Id., pp. 33-34. This is substantial evidence that the HCP is not a sufficient mitigation measure to address the Project's cumulative impacts on burrowing owls. Moreover, the DEIR's failure to report on the dire status of burrowing owls fails further to disclose the existing baseline for this species of special concern.

Dr. Smallwood also points out the lack of any positive effect of the HCP on cumulative impacts to the white-tailed kite. "Last year I repeated the surveys for this species that were performed 27 years earlier, in 1993, within 10 miles of Davis (Erichsen et al. 1995). I confirmed 7 breeding pairs of white-tailed kites in the same study area where 22 were documented in 1993. This 67% decline has happened despite whatever mitigation was provided by the Yolo County HCP." Ex. A, p. 33. Thus, again there is no substantial evidence supporting the assumption that implementation of the HCP will mitigate the Project's cumulative impacts on this species.

The lack of effectiveness of the HCP may be due to the absence of any meaningful wildlife protection goals in the plan. As Dr. Smallwood notes, its goals are so slight that it is not likely to address any impacts of the Project:

> A factor that diminishes the HCP as a buffer against significant cumulative impacts is its conservation goals, which are so meager that they look to me more like guarantors of extirpation. One of the HCP's conservation goals is to preserve 2 pairs of burrowing owls. Two pairs in the entire County would have been last year's situation, which one year later looks like extirpation. Another HCP goal is to protect 2 nest sites of white-tailed kite. Such a small number all but assures extirpation. Similarly, a goal is to protect 20 nest trees of Swainson's hawks in a County that recently supported 300 nest sites. The HCP's goals are empty conservation goals; they cannot prevent significant cumulative impacts to its covered species, let alone to the many special-status species that the HCP does not cover.

Id., p. 34. For these reasons, the DEIR's reliance on the HCP as mitigation is not supported by substantial evidence and is insufficient as a matter of law.

3-14 (Cont'd)

4. The DEIR fails to adequately analyze the Project's impacts on wildlife movement.

According to the DEIR, the Project will not have a significant impact on wildlife movement because it "would not create a barrier to movement of migratory species or alter the character of existing habitat available to migrating birds such that it would no longer function as a migratory corridor" and "[t]he WRTP Specific Plan Area and off-site improvement areas do not currently provide an important connection between any areas of natural habitat that would otherwise be isolated." DEIR, p. 0-19. However, the CEQA standard is whether a project would interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors. Ex. A, p. 22. "The primary phrase of the standard goes to wildlife movement regardless of whether the movement is channeled by a corridor." *Id.* Wildlife movement includes stopover habitat used by birds and bats, and staging habitat during dispersal, and migration or home range patrol. *Id.* Dr. Smallwood notes that many species of wildlife likely use the Project site for movement across the region and the Project would cut wildlife off from stopover and staging habitat, lengthening the distances wildlife must travel before finding alternate stopover habitat. *Id.* The DEIR's cursory consideration of this potential impact is insufficient.

3-15

5. The DEIR fails to address the impacts on wildlife from additional traffic generated by the Project.

The DEIR does not address the impacts on wildlife mortality from traffic generated by the Project. Ex. A, p. 24. According to the DEIR, "[t]he project would generate a total of approximately 49,700 daily trips…." DEIR, Appendix D, p. 26. The DEIR does not disclose the

3-16

miles this number of vehicles will travel. Despite this significant addition of vehicles to area roads, the DEIR provides no analysis of the impacts on wildlife that will be caused by an increase in traffic on the roadways servicing the Project. *Id.*

Vehicle collisions with special-status species is not a minor issue, but rather results in the death of millions of species each year. Dr. Smallwood explains:

> Across North America traffic impacts have taken devastating tolls on wildlife (Forman et al. 2003). In Canada, 3,562 birds were estimated killed per 100 km of road per year (Bishop and Brogan 2013), and the US estimate of avian mortality on roads is 2,200 to 8,405 deaths per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014). Local impacts can be more intense than nationally.

Id. at 21. Dr. Smallwood estimates that the Project's additional traffic would cause 46,665 wildlife fatalities per year, and 2,333,264 wildlife fatalities over 50 years of operations. *Id.* at 23. The DEIR must be amended and recirculated with an analysis of this potentially significant impact on wildlife.

3-16 (Cont'd)

6. The Project may have significant environmental impacts by causing fatal bird strikes on its structure and windows.

In addition to conflicts with increased vehicle traffic from the Project, the proposed buildings and other structures also pose a significant threat to birdlife. Dr. Smallwood has reviewed the Project's potential impacts to birds from collisions with windows and other structures associated with the Project. Ex. A, pp. 23-31.

Full disclosure of the potential impact on wildlife of window collisions is especially important because "[w]indow collisions are often characterized as either the second or third largest source of human-caused bird mortality." Ex. A, p. 23. Dr. Smallwood extensively summarizes the science establishing the significant bird mortality resulting from collisions with windows. *Id.*, pp. 23-26. Based on his extensive review of the available science, Dr. Smallwood expects an average of 0.073 bird deaths per m^2 of glass per year. *Id.*, p. 26.

3-17

The Project as designed does not incorporate any meaningful bird safe design features nor does the DEIR evaluate the proposed building's impacts from bird strikes. Because of the lack of any analysis, the DEIR does not provide any information regarding the extent of glass facades and windows within the Specific Plan.

According to Dr. Smallwood's calculations, the Project may have about 112,804 m^2 of glass on the façades of the project's building's which would result in approximately 8,206 bird deaths per year. *Id.*, p. 27. Looking ahead, Dr. Smallwood notes that "[t]he 100-year toll from this average annual fatality rate would be 824,997 bird deaths" at a confidence level of 95 percent. *Id.* These potential impacts were not considered in the DEIR. To be legally sufficient,

the DEIR must discuss the likely magnitude of bird collisions with the Project as well as the particular species that would be most likely to collide with the Project and evaluate the direct and cumulative impacts of those bird fatalities.

3-17 (Cont'd)

7. The DEIR fails to analyze the impacts of house cats on wildlife.

The residential component of the Project will likely introduce house cats to the Project site that will prey upon birds and small mammals, yet the DEIR does not address this issue. Ex. A, p. 32. Dr. Smallwood explains that house cats are one of the largest sources of avian mortality in North America. *Id.* In addition, cats contribute to downstream loading of *Toxoplasma gondii*, which is a "parasite that can infect virtually all warm-blooded animals, but the only known definitive hosts are cats." *Id.* Based on his review of numerous cited scientific papers, Dr. Smallwood calculates that the Project's 4,386 new residents will add about 1,930 cats to the Specific Plan area. Dr. Smallwood then calculates that those cats will kill about 235,460 vertebrate wildlife per year. The DEIR must analyze this potentially significant impact.

3-18

G. The DEIR Relies on Unsubstantiated Input Parameters to Estimate Project Emissions and Thus Fails to Provide Substantial Evidence of the Project's Air Quality Impacts.

Matt Hagemann, P.G., C.Hg., and Paul E. Rosenfeld, Ph.D., of the Soil/Water/Air Protection Enterprise ("SWAPE") reviewed the air quality analysis in the DEIR. SWAPE's comment letter and CVs are attached as Exhibit B and their findings are summarized below.

The DEIR relies on emissions calculated from the California Emissions Estimator Model Version CalEEMod.2016.3.2 ("CalEEMod"). This model relies on recommended default values based on site specific information related to a number of factors. The model is used to generate a project's construction and operational emissions. SWAPE reviewed the Project's CalEEMod output files and found that the values input into the model were inconsistent with information provided in the DEIR, resulting in an underestimation of the Project's emissions. Ex. B, pp. 1-8. As a result, the DEIR's air quality analysis fails to provide substantial evidence as to the Project's air quality impacts. As such, the City must revise the DEIR adequately evaluate the impacts that construction and operation of the Project will have on local and regional air quality.

3-19

1. The DEIR's air quality models use unsubstantiated reductions to land use sizes.

SWAPE's review of the Project's CalEEMod output files found that the air model made unsubstantiated reductions to land use sizes. Ex. B, p. 2. The default floor surface area for the proposed non-residential building space was manually reduced by 27,831 SF compared to the total allowed square footage described in the DEIR. *Id.* Without providing justification for the reductions, the reductions are unsubstantiated and may underestimate the Project's emissions. As such, the DEIR's conclusions are not supported by substantial evidence and cannot be relied upon to determine the Project's actual air quality impacts.

3-20

2. The DEIR's air quality model made unsubstantiated reductions related to parking.

SWAPE's review of the Project's CalEEMod output files found that, although the DEIR mentions that future projects will include parking, neither the DEIR nor the CalEEMod output files provide an estimate of the extent of that parking. Ex. B, pp. 2-3. Including the expected parking areas in the modeling is important to estimated VOC emissions as well as energy impacts. *Id.*, p. 3. As a result, the model underestimates the Project's construction-related and operational emissions and cannot be relied upon to determine the Project's actual air quality impacts. 3-21

3. The Modeling Does Not Include An Adequate Basis for Changing the Default Percent Paved Values.

Adjustments to the model's default values for percent paved values assumes that future hauling, vendor, and worker trips will only travel on paved surfaces, increasing the default value during construction for 94 to 99 percent and during operation from 94 to 100 percent. Ex. B, pp. 3-4. These values are critical to properly estimating the Project's fugitive dust emissions. *Id.*, p. 4. Given the siting of the Project on farmland, the construction percentage appears highly optimistic. Unless these changes are substantiated, the model should be run using the default value. 3-22

4. The air quality model improperly assumes reductions to default values for energy usage.

SWAPE's review indicates there is an absence of a sufficient explanation of the reductions to the default energy usage values in the model. Ex. B, pp. 4-5. The DEIR should be supplemented to provide a more detailed explanation justifying these reductions for the Project's air modeling. 3-23

5. The DEIR's air quality model improperly assumed that off-road construction equipment would meet Tier 4 Interim standards.

SWAPE's review of the Project's CalEEMod output files found that the DEIR's air model assumed that off-road construction equipment would meet Tier 4 Final emission standards. Ex. B, pp. 6-8. However, the justification for this assumption states that "Construction mitigation of equipment that meets Tier 3 or better emissions standards…." *Id.*, p. 6. Mitigation Measure 3.3-2b does require Tier 4 for on-road heavy-duty equipment but only mentions using CARB-certified fuel for off-road equipment. DEIR, p. 0-12; Ex. B, p. 7. Hence, there is nothing in the explanation or DEIR to support an assumption that all of the Project's off-road construction equipment will meet the Tier 4 Final standard. As a result, the air model underestimates the Project's construction-related emissions and the DEIR fails to provide substantial evidence of the Project's actual air quality impacts. 3-24

H. The DEIR Failed to Disclose a Significant Air Quality Impact from Construction-Related NOx Emissions.

In an effort to accurately determine the proposed Project's construction emissions, SWAPE prepared an updated CalEEMod model that corrected the existing and proposed land use types and sizes; omitted unsubstantiated changes to the default values and applied the Tier 3 standard to off-road construction requirement. Ex. B, p. 10.

3-25

Rather than the no significant effect identified in the DEIR, SWAPE's updated modeling found that the Project's construction-related NOx emissions exceed BAAQMD's threshold of 10 tons/year. Ex. B, p. 10. Due to the inaccuracies in the DEIR's air model discussed above, the DEIR failed to provide substantial evidence that the Project's NOx emissions would be less than significant. The DEIR failed to disclose, discuss, or mitigate the Project's significant NOx emissions. When new information demonstrates, as here, that "[a] new significant environmental impact would result from the project," the DEIR must be updated and recirculated for public review and comment. 14 CCR 15088.5.

I. The DEIR Fails to Adequately Evaluate Health Risks from Diesel Particulate Matter Emissions

The DEIR's analysis of the Project's emission of toxic air contaminants ("TACs") due to construction and operational activities over the next two decades also provides a strong reason for ensuring public review of future development project's health risks by requiring a CUP for commercial projects with greatest likelihood of posing health risks from extensive grading or TAC-emitting operations.

The DEIR's conclusion that the project's TAC emissions will not result in significant health risks is based entirely on future health risk analyses of specific projects. However, whether any health risks analyses would be conducted remains unclear because the triggering criteria are entirely subjective and undefined. The DEIR qualifies in undefined and expansive terms the City's future determination whether or not a specific project will need to prepare a TAC health risk analysis:

3-26

> For projects with the ***potential*** to generate ***substantial*** TAC emissions or expose sensitive receptors to ***substantial*** TAC pollutant concentrations, the City will require a site-specific analysis for construction and/or operational activities, and appropriate mitigation, as necessary, to ensure that sensitive receptors are not exposed to substantial pollutant concentrations.

DEIR, p. 3.3-41 (emphasis added). It makes little sense to require an analysis to determine whether a future project will exceed the identified health risks thresholds if the initial trigger to require the analysis is qualified by a subjective decision by City staff that TAC emissions be potentially substantial. A more objective criteria for requiring site specific health risk assessments should be based on location relative to any residence at the time of the project or

category of uses for operational TAC emissions. For construction TAC emissions, the mitigation measure should be amended to require a site specific health risk analysis applying the health risk thresholds identified in the DEIR for any future projects that include construction activities within 1,000 feet of any residence existing at the time of construction. For operational TAC emissions of future projects, a health risk assessment should be required for any future commercial project within 1,000 feet of any existing or potential future residence. 3-26 (Cont'd)

J. The DEIR's Reliance on the City's Climate Action Plan to Find That the Project's GHG Emissions Will be Less Than Significant is in Error Because the Project Does Not Comply With A Number of Measures Set Forth in the CAP. 3-27

SWAPE's review has identified a number of inconsistencies or omissions between the Project and the City's Climate Action Plan. Ex. B, pp. 12-19. The City should review these comments and ensure that GHG reduction measures are binding and enforceable on future projects prior to approving the Specific Plan.

CONCLUSION

For the foregoing reasons, LIUNA requests that the City amend and supplement the DEIR and recirculate it for additional public comment prior to considering the approvals for the Project. 3-28

Sincerely,

Michael R. Lozeau

Michael R. Lozeau
Lozeau Drury LLP

EXHIBIT A

Shawn Smallwood, PhD
3108 Finch Street
Davis, CA 95616

Attn: Erika Bumgardner, Principal Planner
City of Woodland
Community Development Department
300 First Street
Woodland, CA 95695

1 July 2021

RE: Woodland Research Park

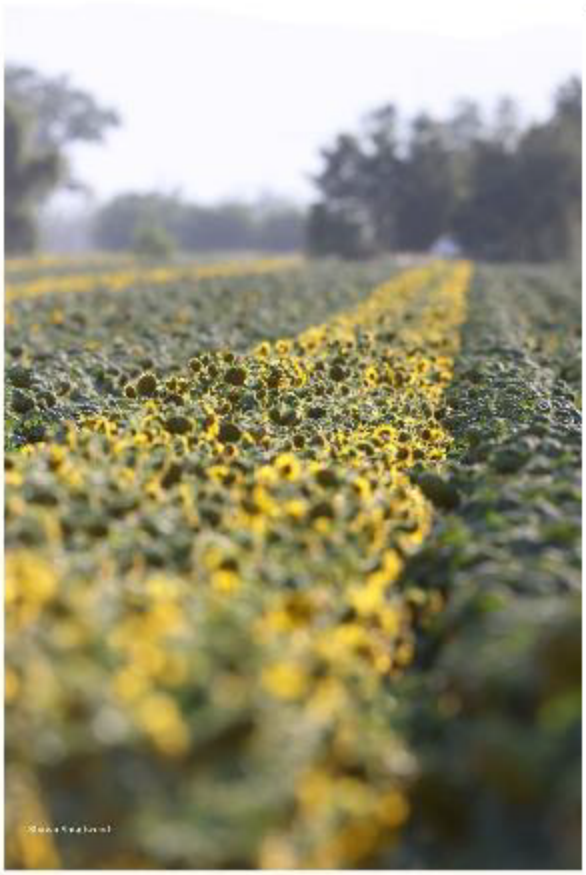
Dear Ms. Bumgardner,

I write to comment on the draft Environmental Impact Report (DEIR) prepared for the Woodland Research Park (City of Woodland 2021). I understand this project would add 1,600 dwelling units, 2.2 million square feet of non-residential floor space, up to 5,000 employees, and 21.8 acres of parks and other open space on 350 acres of prime farmland (374 to 387 acres of disturbance with modifications to the Highway 113-County Road 25A interchange). Unfortunately, the analysis of baseline conditions is incomplete and flawed, and the impacts analysis neglects multiple potential impacts to wildlife that are both substantial and significant, including from habitat loss, water and energy demands, traffic, glass windows, and house cats. 3A-1

My qualifications for preparing expert comments are the following. I hold a Ph.D. degree in Ecology from University of California at Davis, where I subsequently worked for four years as a post-graduate researcher in the Department of Agronomy and Range Sciences. My research has been on animal density and distribution, habitat selection, interactions between wildlife and human infrastructure and activities, conservation of rare and endangered species, and on the ecology of invading species. I authored numerous papers on special-status species issues. I served as Chair of the Conservation Affairs Committee for The Wildlife Society – Western Section. I am a member of The Wildlife Society and the Raptor Research Foundation, and I've been a part-time lecturer at California State University, Sacramento. I was Associate Editor of wildlife biology's premier scientific journal, The Journal of Wildlife Management, as well as of Biological Conservation, and I was on the Editorial Board of Environmental Management. I have performed wildlife surveys in California for thirty-six years, including at many proposed project sites. My CV is attached. 3A-2

I hereby disclose that in 1994-1995, I provided the scientific foundation for the earliest version of the Yolo County Habitat Conservation Plan (HCP) (Smallwood et al. 1998), the later, certified version of which is proposed in the DEIR as a principal means of mitigating impacts to biological resources. I also served as a petitioner for writ of mandate over City of Woodland's certification of the Spring Lake Specific Plan located adjacent to the proposed Woodland Research Park. My co-petitioners and I settled with the City and Spring Lake developers in 2002.

Photo 1. *Cultivated sunflowers on the project site, 28 June 2021.*



SITE VISITS

I visited the site of the proposed project on 28, 29 and 30 June 2021. I stopped to perform visual scans for vertebrate wildlife at various locations within the project area for 412 minutes, starting at 18:23 hours on the 28th, 05:56 hours on the 29th, and 18:04 hours on the 30th. I used binoculars. The site consists of agricultural land used for growing field and orchard crops, as well as annual grassland and ruderal vegetation (Photos 1 through 4). Alfalfa is grown just south of the project site, and new homes are under construction east and north of the site.

3A-3

Photo 2. *Rock pigeons settle upon wheat-cultivated portion of project site that was just disked, 29 June 2021.*

2

Photos 3 and 4. *At top, California ground squirrels occupy an uncultivated portion of the project site, and at bottom a young coyote carries off one of the ground squirrels photographed above, 29 June 2021. Houses in the background compose the western edge of the Spring Lake development. A barn swallow is also visible, having just flown over the coyote.*

3A-3
(Cont'd)

While visiting the site, I saw 39 species of vertebrate wildlife, 7 of which are special-status species (Table 1). I saw a flock of tricolored blackbirds – a California Threatened species – foraging within a crop of sunflowers (Photo 5). I saw Swainson's hawks, which are members of another California Threatened species, foraging over various portions of the project site in support of at least 2 chicks on a nest located just south of the project site (Photos 6 and 7). I saw a white-tailed kite, which is a California Fully Protected species (Photo 8), and a yellow-billed magpie, which is a U.S. Fish and Wildlife Service Bird of Conservation Concern (Photo 9).

Table 1. *Species of wildlife I observed during 4 hours and 40 minutes of visits on 28-29 June 2021 at the site of the proposed project.*

3A-3
(Cont'd)

Species	*Scientific name*	Status[1]	Notes
Great egret	*Ardea alba*		Flyover
Killdeer	*Charadrius vociferus*		
Red-tailed hawk	*Buteo jamaicensis*	BOP	Fledglings
Swainson's hawk	*Buteo swainsoni*	CT, BCC, BOP, HCP	Chicks on nest
White-tailed kite	*Elanus leucurus*	CFP, BOP, HCP	Fledgling
American kestrel	*Falco sparverius*	BOP	
Mourning dove	*Zenaida macroura*		Fledglings
Eurasian collared-dove	*Streptopelia decaocto*	Non-native	
Rock pigeon	*Columba livia*	Non-native	
Barn owl	*Tyto alba*	BOP	
Anna's hummingbird	*Calypte anna*		Territoriality
Ash-throated flycatcher	*Myiarchus cinerascens*		
Western kingbird	*Tyrannus verticalis*		Fledglings
Say's phoebe	*Sayornis saya*		Fledglings
Northern rough-winged swallow	*Stelgidopteryx serripennis*		
Barn swallow	*Hirundo rustica*		
Cliff swallow	*Petrochelidon pyrrhonota*		
European starling	*Sturnus vulgaris*	Non-native	Fledglings
American crow	*Corvus brachyrhynchos*		Fledglings
Common raven	*Corvus corax*		Fledglings
California scrub-jay	*Aphelocoma californica*		Fledglings
Yellow-billed magpie	*Pica nuttallii*	BCC	
Northern mockingbird	*Mimus polyglottos*		Fledglings
American robin	*Turdus migratorius*		
Song sparrow	*Melospiza melodia*		
Red-winged blackbird	*Agelaius phoeniceus*		Fledglings
Tricolored blackbird	*Agelaius tricolor*	CT, BCC, HCP	
Black-headed grosbeak	*Pheucticus melanocephalus*		
Brown-headed cowbird	*Molothrus ater*		
Brewer's blackbird	*Euphagus cyanocephalus*		
House finch	*Haemorhous mexicanus*		Fledglings
Lesser goldfinch	*Carduelis psaltria*		Fledglings
American goldfinch	*Catrduelis tristis*		Fledglings
House sparrow	*Passer domesticus*	Non-native	Fledglings
Coyote	*Canis latrans*		Juvenile
Striped skunk	*Mephitis mephitis*		
California ground squirrel	*Otospermophilus beecheyi*		Pups
Desert cottontail	*Sylvilagus audubonii*		
Black-tailed jackrabbit	*Lepus californicus*		

[1] See status notes in footnote to Table 2.

4

Photo 5. *A flock of tricolored blackbirds arriving to forage among sunflowers, 29 June 2021.*

Photos 6 and 7. *Swainson's hawk adult (left) and chick on the nest (right) next to the project site, 30 June 2021*

3A-3
(Cont'd)

5

I saw many house finches and two pairs of American kestrels (Photos 10 and 11). I saw American crows, barn swallows (Photos 12 and 13), American goldfinches and a black-headed grosbeak (Photos 14 and 15), Say's phoebes feeding their fledglings (Photos 16-18), mourning doves and western kingbirds (Photos 19 and 20), Anna's hummingbirds and northern mockingbirds (Photos 21 and 22), and great egrets and black-tailed jackrabbits (Photos 23 and 24) among other species.

Photos 8 and 9. *White-tailed kite (left) and yellow-billed magpie (right) on the project site, 28 June 2021.*

3A-3 (Cont'd)

Photos 10 and 11. *House finch borrowing a sunflower seed (left) and an American kestrel taking a break (right) on the site, 29 June 2021.*

6

Photos 12 and 13. *American crow in the almonds (left) and one of many barn swallows (right) at the project site, 29 June 2021.*

3A-3
(Cont'd)

Photos 14 and 15. *American goldfinch (left) and black-headed grosbeak (right) at the project site, 29 June 2021.*

7

Photos 16 – 18. *A Say's phoebe delivers food from grassland (top) to one of its fledglings amid the sunflowers (bottom), 29 June 2021.*

3A-3
(Cont'd)

8

Photos 19 and 20. *Mourning dove (left) and western kingbird (right) at the project site, 29 June 2021.*

3A-3
(Cont'd)

Photos 21 and 22. *Anna's hummingbird (left) and northern mockingbird (right) at the project site, 29 June 2021.*

9

Photos 23 and 24. *Great egret (left) and black-tailed jackrabbit (right) on the project site, 29 June 2021.*

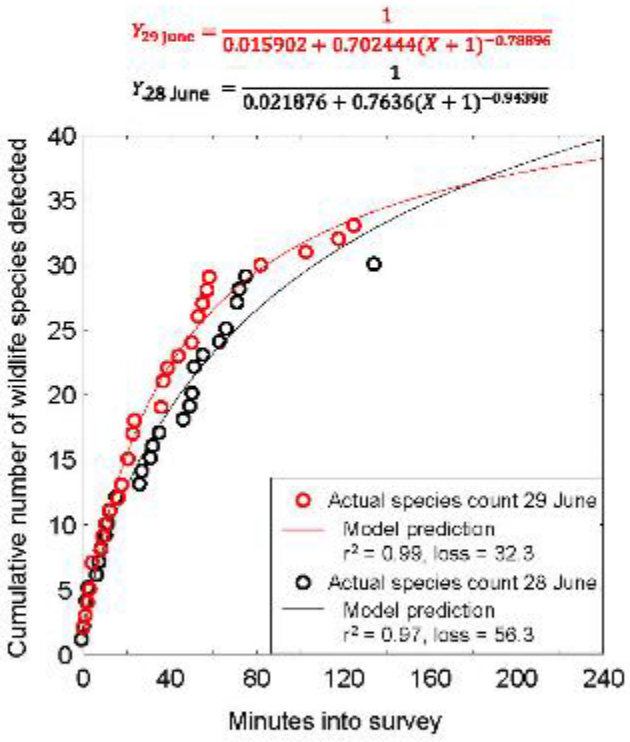
3A-3
(Cont'd)

Although the site has been heavily disturbed by intensive agriculture and encroachment of the Spring Lake residential development, it provides extensive habitat value to local species of wildlife. The site is relatively rich in wildlife (Table 1). California ground squirrels I saw on site (Photo 3) heighten the likelihood that burrowing owls occur on site, as well as multiple additional special-status species that rely on ground squirrels for food (e.g., Swainson's hawk) or their burrows for refugia. Evidence of breeding was abundant on site, including defense of breeding territories and the parental feeding of fledglings of multiple species. Even the coyote in Photo 4 was barely older than a pup. The site likely owes its wildlife productivity to its position on the landscape. Ongoing, extensive loss of habitat in the area might also concentrate wildlife on this site.

My detection of 39 species of vertebrate wildlife needs to be interpreted within the context of my survey effort. The results of one or a few reconnaissance-level surveys qualify as an absurdly thin empirical foundation for characterizing the environmental setting of any given site, including one proposed for a project. Such surveys can serve only as a starting point toward characterization of a site's wildlife community. I had only 6+ hours available to perform visual-scan surveys on 28-30 June 2021, so there were only so many species I was likely to detect. It would have been inappropriate of me to have reported that the site supports only 39 species of wildlife. However, when reconnaissance-level surveys are diligently performed, and when the outcomes are analyzed appropriately and fully reported, the number of species detected within a given reconnaissance survey effort can inform of the number of species that likely would have been detected with a larger survey effort during the same time of year. This potential is of critical importance when making determinations about occurrence likelihoods of special-status species, which I will discuss further below.

By recording when I detected each species, I was able to forecast the number of species that could have been detected with a longer effort using the same visual scan method. Figure 1 shows my cumulative counts of species detected at the site with increasing time into each of my surveys. Just as I have seen for many other survey efforts, nonlinear regression models fit the data very well, explaining 97% and 99% of the variation in the data from my first 2 surveys (I did not have time to analyze data from the 3rd survey), and each model shows progress towards the inevitable asymptote of the number of species detectable over a longer time period using the same survey method. Trends in the data were also very close between the first two surveys, with most data points overlapping through 18 minutes of survey. In the case of this project site, my models predicted I would have eventually detected 46 and 63 species had I continued performing morning and evening surveys, respectively, during late June. I actually detected only 48% and 72% of what the patterns in my data predicted I could have detected with expanded survey efforts.

Figure 1. *Actual and predicted relationships between the number of vertebrate wildlife species detected and the elapsed survey time based on visual-scan surveys on 28-29 June 2021. Note that although patterns in the data are very similar between the two surveys, the relationships would differ if the surveys were based on another method or during another season. Also note the cumulative number of vertebrate species across all methods, times of day, and seasons would increase substantially.*



3A-3
(Cont'd)

I could have detected many more species than predicted by also performing surveys at other times of day to detect nocturnal and crepuscular species, or surveys in different seasons and years to detect migrants and species with multi-annual cycles of abundance, or surveys of different methods such as se of acoustic detectors or thermal-imaging for bats, owls, and nocturnally migratory birds, and live-trapping for small mammals. As it was, I detected 39 species after 3 surveys instead of only 30 species in my first survey, 33 in my second, and 28 in my third. My reconnaissance-level surveys, performed

carefully and analyzed appropriately, inform me that the site is rich in wildlife but its environmental setting remains insufficiently characterized as foundation for analysis of impacts to special-status species. What my surveys do not inform me, and what detection surveys could, is which of the potentially occurring special-status species actually occur at the site in addition to those I had the good fortune to detect.

The likelihood of detecting special-status species is typically lower than that of more common species. This difference can be explained by rarity of special-status species, which also tend to be more cryptic, fossorial, or active during nocturnal periods when reconnaissance surveys are not performed. Another useful relationship from careful recording of species detections and subsequent comparative analysis is the probability of detection of listed species as a function of an increasing number of vertebrate wildlife species detected (Figure 2). (Note that listed species number fewer than special-status species, which are inclusive of listed species.) As demonstrated in Figure 1, the number of species detected is largely a function of survey effort. Therefore, greater survey effort increases the likelihood that listed species will be detected (which is the first tenet of detection surveys for special-status species). Based on the outcomes of 152 previous surveys that I performed at sites of proposed projects, my survey efforts at the project site carried 37% to 41% chances of detecting a listed species (Figure 2, left). As it turned out, I beat the odds by detecting tricolored blackbird (California Threatened) in one survey and white-tailed kite (California Fully Protected) in the other. My odds of detecting 2 listed species in the same survey were only 10% to 12%, thus indicating a much greater survey effort to achieve the feat (Figure 2, right), but again I beat the odds on my third survey when I detected both white-tailed kite and Swainson's hawk.

3A-3 (Cont'd)

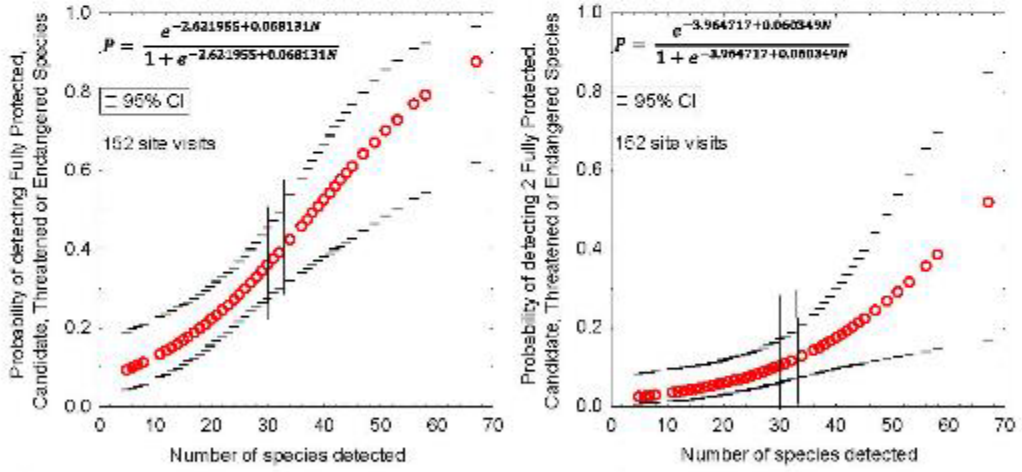


Figure 2. *Probability of detecting ≥1 Candidate, Threatened or Endangered Species of wildlife listed under California or federal Endangered Species Acts, based on survey outcomes that I logit-regressed on the number of wildlife species I detected as an expert witness during 152 site visits throughout California (left), and the probability of detecting ≥1 listed species (right). The vertical lines represent the cumulative numbers of species I detected on 28 and 29 June 2021.*

12

I am confident that with greater survey effort, including surveys during other times of year and using additional methods, and including the appropriate detection survey protocols, multiple additional special-status species would be detected, including Swainson's hawk, merlin, burrowing owl, multiple additional species of bats, and most of the species listed in Table 2. My confidence derives not only from survey experience, but also my many trips along Highway 113 between my home only 4.5 miles away and Woodland. I have many times seen Swainson's hawks on the project site, though not during a defined survey. Many members of the public have also reported seeing special-status species at and nearby the project site (Table 2). A larger survey effort is needed to inform the public and decision-makers about the potential project impacts to wildlife and how to mitigate them.

3A-3 (Cont'd)

BIOLOGICAL IMPACTS ASSESSMENT

The DEIR mentions two field reconnaissance surveys having been performed by one consulting biologist on 31 August 2017 and 8 November 2019. Unfortunately, the DEIR reports nothing more about these surveys, such as who performed them, what methods were used, what times the surveys began, and how long the surveys lasted. Nothing is said about the fact that neither of the surveys were performed during the breeding season. Nothing was mentioned about the second survey having occurred after Swainson's hawks have left on migration to Mexico. No mention was made of both surveys having been performed outside the winter migration season when one can expect to detect merlin, ferruginous hawk, and multiple additional special-status species. The DEIR provides no list of wildlife species that were detected. The basic information a biologist would expect to see reported about these surveys is, unfortunately, not reported.

3A-4

The DEIR discloses that no detection surveys were performed for special-status species, but this disclosure is admission of a major shortfall in the analysis of project impacts to biological resources. Detection surveys are surveys formulated by species' experts to provide a high likelihood of detection of the species at reasonable cost. Detection surveys need to be completed to inform an EIR. Detection surveys are needed to detect a species when it is present or to support absence determinations when the species is indeed absent. They are needed to assess impacts, to inform preconstruction take-avoidance surveys by mapping out where biologists performing preconstruction surveys are most likely to find animals before the tractor blade finds them, and to inform the formulation of appropriate mitigation measures. Detection surveys need to be consistent with guidelines and protocols that wildlife ecologists have uniquely developed for use with each special-status species. A good example is the survey guidelines for burrowing owl (CDFW 2012). Catch-all surveys, such as the surveys performed at the project site, are inappropriate for determining the absence of any special-status species.

The DEIR acknowledges that ground squirrels occupy the site, and that the presence of squirrels increases the likelihood of presence of burrowing owls. This acknowledgement warrants implementation of detection surveys for burrowing owl (CDFW 2012). The DEIR argues that the HCP somehow exempts City of Woodland from having to perform detection surveys, but I have seen no evidence that such exemptions are justified.

3A-5

The DEIR accurately describes alfalfa production as part of the crop rotation typical of the project site, and indeed it includes a photo of alfalfa as an existing crop during the 2017 reconnaissance survey. Because alfalfa is part of the crop rotation, and because it would be likely planted again if the project was not to go forward, it should be regarded as part of the existing environmental conditions of the site. As such, the DEIR misses the opportunity to also inform the reader of the importance of alfalfa to wildlife in Yolo County, and particularly to multiple special-status species in the area.

I had the privilege of studying wildlife in alfalfa in Yolo County for 4 years, 1990-1994, having been awarded a grant to do so by the U.S. Department of Agriculture. I mapped the distributions of pocket gopher burrow systems across 40 alfalfa stands, which varied in stand age and growing practices (e.g., whether to control pocket gophers). I also related wildlife visitations to the alfalfa stands. Prior to this study, and during and ever since, I also surveyed for wildlife along a 128-mile road transect, along which I map wildlife observations relative to my updated map of land uses. The transect includes Road 102 from Mace Blvd in Davis to Highway 113 and through Knights Landing, and passes only 1 mile east of the project site. Much was learned about wildlife use of alfalfa and of other Yolo County crops (Smallwood and Geng 1993, Smallwood et al. 1996). The DEIR makes no use of this information, nor of what was specifically learned about the local ecology of Swainson's hawk (Smallwood 1995, Smallwood et al. 1996, 2001), white-tailed kite (Erichsen et al. 1996, Smallwood et al. 1996), and other special-status species (Smallwood and Nakamoto 2009). 3A-6

My studies were not the only studies performed of special-status species in the project area. There have been studies of Swainson's hawk (Estep 2008, Battistone et al. 2018, H. T. Harvey & Associates 2019), tricolored blackbird (Meese 2017). Estep mapped a Swainson's hawk nest site only 500 m south of the project site (I confirmed it remains active this year) and another only 1 km west of the project site (Photos 6 and 7).

The DEIR rules out the occurrence likelihood of loggerhead shrike. Reasons given for ruling out species listed on page 3.4-9 include the project site's location outside the species' geographic range and lack of suitable habitat. But these reasons do not apply to loggerhead shrike, which I have many times recorded on agricultural lands near the project site. Habitat on the site appears suitable for loggerhead shrikes.

The DEIR also rules out yellow warbler, which is a species amply reported to eBird as occurring in the area. Yellow warblers visit my own backyard only 4.5 miles from the project site. Although the site does not include conditions typical of where yellow warblers would nest, it does provide important stop-over opportunities for this and other species.

The DEIR asserts that the site provides no suitable habitat for nesting by northern harrier. I disagree. I have recorded northern harriers breeding in fallow fields such as what occurs on the project site, and the species is also known to breed in wheat fields and in ruderal vegetation. What I saw of the site appears to be suitable habitat for breeding by northern harrier.

Table 2. *Occurrence likelihoods of special-status species at the project site, based on records of sightings in eBird and iNaturalist (data bases) and my site visits. Entries in bold font represent species I observed at the site.*

Species	Scientific name	Status[1]	Occurrence likelihood	
			DEIR	Data bases and site visits
Aleutian cackling goose	*Branta hutchinsonii leucopareia*	WL		Within 1 mile
American white pelican	*Pelecanus erythrorhynchos*	SSC1		Within ¼ mile
Double-crested cormorant	*Phalacrocorax auritus*	WL		Within ½ mile
White-faced ibis	*Plegadis chihi*	WL		Within ¼ mile
Greater sandhill crane	*Grus c. canadensis*	CT, CFP, SSC3		Within ½ mile
Long-billed curlew	*Numenius americanus*	BCC, WL		Within 1 mile
Marbled godwit	*Limosa fedua*	BCC		Within 1 mile
Mountain plover	*Charadrius montanus*	BCC, SSC2	Could occur	2 miles
Snowy plover	*Charadrius alexandrinus*	SSC3		2 miles
Caspian tern	*Hydroprogne caspia*	BCC		Within 1 mile
California gull	*Larus californicus*	WL		Within ¼ mile
Turkey vulture	*Cathartes aura*	BOP		Within ¼ mile
Osprey	*Pandion haliaetus*	WL, BOP		Within 1 mile
Bald eagle	*Haliaeetus leucocephalus*	BGEPA, BCC, CE, CFP		Within ½ mile
Golden eagle	*Aquila chrysaetos*	BGEPA, BCC, CFP		2 miles
Red-tailed hawk	*Buteo jamaicensis*	BOP		**On site**
Ferruginous hawk	*Buteo regalis*	BCC, WL, BOP		Within 1 mile
Swainson's hawk	*Buteo swainsoni*	BCC, CT, BOP, HCP	Known to occur	**On site**
Rough-legged hawk	*Buteo regalis*	BOP		On site
Red-shouldered hawk	*Buteo lineatus*	BOP		Within ¼ mile
Sharp-shinned hawk	*Accipiter striatus*	WL, BOP		Within ½ mile
Cooper's hawk	*Accipiter cooperi*	WL, BOP		On site
Northern harrier	*Circus cyaneus*	SSC3, BOP	Unlikely to nest	Within ¼ mile
White-tailed kite	*Elanus leucurus*	CFP, BOP, HCP	Could occur	**On site**
American kestrel	*Falco sparverius*	BOP		**On site**
Merlin	*Falco columbarius*	WL, BOP		Within 1 mile
Prairie falcon	*Falco mexicanus*	BCC, WL, BOP		Within 1 mile
Peregrine falcon	*Falco peregrinus*	BCC, CFP, BOP		Within ½ mile
Burrowing owl	*Athene cunicularia*	BCC, SSC2, BOP, HCP	Could occur	Within ½ mile

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3A-6
(Cont'd)

Species	Scientific name	Status[1]	Occurrence likelihood	
			DEIR	Data bases and site visits
Great-horned owl	*Bubo virginianus*	BOP		Within ½ mile
Short-eared owl	*Asio flammeus*	SSC3, BOP		Within 1 mile
Barn owl	*Tyto alba*	BOP		**On site**
Western screech-owl	*Megascops kennicotti*	BOP		2 miles
Allen's hummingbird	*Selasphorus sasin*	BCC		4.5 miles
Rufous hummingbird	*Selasphorus rufus*	BCC		Within ½ mile
Costa's hummingbird	*Calypte costae*	BCC		4.5 miles
Nuttall's woodpecker	*Picoides nuttallii*	BCC		On site
Lewis's woodpecker	*Melanerpes lewis*	BCC		2 miles
Vaux's swift	*Chaetura vauxi*	SSC2		2 miles
Willow flycatcher	*Epidomax traillii*	CE, BCC		Within ½ mile
Olive-sided flycatcher	*Contopus cooperi*	BCC, SSC2		3 miles
Oak titmouse	*Baeolophus inornatus*	BCC		1.6 miles
Horned lark	*Eremophila alpestris*	WL		Within 1 mile
Bank swallow	*Riparia riparia*	CT, HCP	Ruled out	Within 1 mile
Purple martin	*Progne subis*	SSC2	Unlikely	4.5 miles
Loggerhead shrike	*Lanius ludovicianus*	BCC, SSC2	Ruled out	Within 1 mile
Yellow-billed magpie	*Pica nuttalli*	BCC		**On site**
Yellow warbler	*Setophaga petechia*	BCC, SSC2	Ruled out	Within ½ mile
Yellow-breasted chat	*Icteria virens*	SSC3	Ruled out	2.3 miles
Modesto song sparrow	*Melospiza melodia*	SSC3	Unlikely	**On site**
Grasshopper sparrow	*Ammodramus savannarum*	SSC2	Ruled out	6.5 miles
Tricolored blackbird	*Agelaius tricolor*	CT, BCC, HCP	Unlikely to nest	**On site**
Yellow-headed blackbird	*X. xanthocephalus*	SSC3	Ruled out	1 mile
Lawrence's goldfinch	*Spinus lawrencei*	BCC		Within ½ mile
Pallid bat	*Antrozous pallidus*	SSC, WBWG H	Could occur	15 miles
Townsend's big-eared bat	*Plecotus t. townsendii*	SSC, WBWG H		In region
Silver-haired bat	*Lasionycteris noctivagans*	WBWG:M		In region
Western red bat	*Lasiurus blossevillii*	SSC, WBWG H	Could occur	2 miles
Little brown bat	*Myotis lucifugus*	WBWG:M		In range
Canyon bat	*Parastrellus hesperus*	WBWG:M		In region

3A-6
(Cont'd)

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Species	Scientific name	Status[1]	Occurrence likelihood	
			DEIR	Data bases and site visits
Small-footed myotis	*Myotis ciliolabrum*	WBWG M		In range
Miller's myotis	*Myotis evotis*	WBWG M		In range
Fringed myotis	*Myotis thysanodes*	WBWG H		In range
Long-legged myotis	*Myotis volans*	WBWG H		In range
Yuma myotis	*Myotis yumanensis*	WBWG LM		10 miles
Hoary bat	*Lasiurus cinereus*	WBWG LM		7.5 miles

3A-6
(Cont'd)

[1] Listed as FT or FE = federally Threatened or Endangered, BGEPA = Bald and Golden Eagle Protection Act, BCC = US Fish and Wildlife Service's Bird Species of Conservation Concern, CT or CE = California Threatened or Endangered, CFP = California Fully Protected (CFG Code 3511), BOP = California Fish and Game Code 3503.5 (Birds of prey), and SSC1, SSC2 and SSC3 = California Bird Species of Special Concern priorities 1, 2 and 3 (Shuford and Gardali 2008), TWL = Taxa to Watch List (Shuford and Gardali 2008), WBWG = Western Bat Working Group with low, medium and high conservation priorities, HCP = covered for incidental take by the Yolo County Habitat Conservation Plan.

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The DEIR inaccurately asserts that tricolored blackbird nests only in wetlands, which do not occur on the site. I have recorded tricolored blackbirds nesting in annual grassland, and I have recorded them foraging in grasslands and agricultural fields (and see Photo 5). Others have recorded tricolored blackbirds on dairies and in rice fields. The DEIR mischaracterizes tricolored blackbird habitat and downplays the critical importance of foraging to nesting success. Even if the site is only used for foraging, tricolored blackbirds cannot successfully nest without finding sufficient forage.

The DEIR determines the occurrence likelihood of Modesto song sparrow as low, but I saw a song sparrow on site. The DEIR too often applies unrealistically narrow habitat descriptions to special-status species, and then points out that the narrowly characterized habitat is absent from the site. For example, the DEIR claims that bank swallow is confined to riparian corridors which do not occur at the project site, but bank swallows forage relatively far from riparian corridors and in fact none of the nearby eBird records are of bank swallows within riparian corridors. In reality, wildlife will strive to make use of whatever degraded environment we leave for them; they occur where we find them. The DEIR should more realistically assess occurrence likelihoods. Observers have reported many special-status species at or near the site while City of Woodland determines only 6 of them could or actually do occur at the site.

3A-6 (Cont'd)

Of the 66 special-status species of vertebrate wildlife for which I found records in the project area (Table 2), the DEIR addresses occurrence likelihoods of only 16 (24%). The DEIR determines only 1 species is known to occur on site (Swainson's hawk), whereas data bases and site visits have recorded 11 special-status species occurrences on the site, 7 within a quarter mile of the site, another 10 within a half mile, another 12 within 1 mile, and another 8 within 2 miles. Special-status species the DEIR determines as unlikely have been seen right there (Table 2). I saw some of them. The DEIR has grossly underestimated the importance of the site to special-status species of wildlife. A fair argument can be made for the need to revise the DEIR to more carefully and thoroughly analyze potential project impacts to wildlife.

HABITAT LOSS

The project would contribute to an ongoing trend of declining birds in North America. A recent study documented a 29% decline in overall bird abundance across North America over the last 48 years – a decline driven by multiple factors, but principally attributed to habitat loss and habitat fragmentation (Rosenberg et al. 2019). The ecological and economic impacts of this decline have yet to be quantified, but are likely substantial.

3A-7

Habitat loss not only results in the immediate numerical decline of wildlife, but it also results in permanent loss of productive capacity. For example, a complex of grassland, wetland, and woodland at one study site had a total bird nesting density of 32.8 nests per acre (Young 1948). In another study on a similar complex of vegetation cover, the average annual nest density was 35.8 nests per acre (Yahner 1982). These densities averaged 34.3 nests per acre. Given that the project site lacks wetlands and grasslands of the extent and quality of the Young (1948) and Yahner (1982) study sites, and

therefore assuming nesting density at the project site is a quarter of the average between the Young (1948) and Yahner (1982) studies, then 8.6 bird nests per acre multiplied against the project's 387 acres of potential impacts would predict the site currently supports 3,328 bird nests annually. Even though much of the project site is intensive agriculture, many birds are known to successfully breed in agricultural fields prior to harvest. Many birds nest on the ground amid field crops. Many birds nest in orchard trees, of which hundreds are grown on the project site. There are also many trees growing along roadsides and canals, and birds are certainly nesting in them. Many trees and shrubs provide nest substrates for birds at farm houses, around groundwater pumps, and at equipment yards. Barns and silos on site also provide nesting substrate.

3A-7 (Cont'd)

Even assuming a total breeding density of only a quarter of the mean between the Young (1948) and Yahner (1982) study sites, 3,328 nest sites is a great many nest sites. The loss of this many nest sites would qualify as a significant project impact that has not been addressed in the DEIR. But the impact does not end with the immediate loss of nests as the site is graded for construction. The reproductive capacity of the site is lost. The average number of fledglings per nest in Young's (1948) study was 2.9. Assuming Young's (1948) study site typifies bird productivity, the project would prevent the production of 9,651 fledglings per year. After 100 years and further assuming an average bird generation time of 5 years, the lost capacity of both breeders and annual fledgling production would total 1,098,220 birds {(nests/year × chicks/nest × number of years) + (2 adults/nest × nests/year) × (number of years ÷ years/generation)}. **The project's denial to California of 1.1 million birds over the first century following construction would easily qualify as a significant and substantial impact**. This impact has not been addressed in the DEIR, nor does the DEIR provide any compensatory mitigation for this impact. The DEIR should be revised to appropriately analyze the project's impacts from habitat loss.

Habitat Loss from Project Water Demand

According to the DEIR (p. 3.14-12), the project would use 1.14 million gallons of water per day, or 416.1 million gallons per year. This water must come from other sectors of California's annual water allocation, a portion of which must be from wildlife habitat. In the Central Valley, irrigated agriculture largely doubles as wildlife habitat, as is abundantly evident at the site of the proposed project. One of the most important irrigated crops for wildlife, and for multiple special-status species, is alfalfa. Alfalfa helps maintain populations of Swainson's hawk, white-tailed kite, northern harrier and others that convene at alfalfa while it is being flood-irrigated (Smallwood and Geng 1993, Erichsen et al. 1996, Smallwood et al. 1996, 2001). Alfalfa attracts these special-status species of wildlife because its flood-irrigation forces Botta's pocket gophers and California voles aboveground where they can be captured, and because mowing and windrowing and bailing also disturb arthropods, small mammals and snakes, revealing them to predators. In fact, complexes of alfalfa fields and other irrigated crops are where the highest breeding densities of Swainson's hawks have been recorded (Smallwood 1995).

3A-8

At 3.06888785 acre-feet per 1,000,000 gallons, the project would require 1,277 acre-feet of water. If this water was to come entirely from the agricultural sector, and estimating that the typical farm in California uses 4 acre-feet per acre per year to grow such crops as alfalfa, tomatoes, and fruits and nuts, then one can estimate that 319 acres of arable farmland would be taken out of production. Thus, the project would not only remove 350 acres from agricultural production on the project footprint, but would remove another 319 acres beyond the project footprint by starving that farmland (and wildlife habitat) of water. The project's water use would remove 669 acres of agricultural production, while also removing 706 acres of wildlife habitat.

3A-8 (Cont'd)

It is also possible that some portion of the project's use of 1,277 acre-feet of water would come directly from streams or other natural areas that support wildlife at full capacity. If one could identify the acreage of wildlife habitat that would be lost as a result of losing the water the project needs, then one could apply the equation above to calculate the project's numerical impacts on loss of breeding sites and annual production. I lack the data I would need for doing that herein, but it is an analysis that should be performed as part of a revised EIR.

WILDLIFE MOVEMENT

According to the DEIR, the project would not interfere with wildlife movement along corridors or any form of habitat linkage. The DEIR asserts that the Yolo Bypass, Cache Creek and Willow Slough will provide ample movement opportunities for wildlife in the region. The DEIR determines that no mitigation is necessary for interference with wildlife movement. These conclusions are flawed.

The DEIR leaves vague its notion of a linkage. What does a linkage need to link before it facilitates wildlife movement? In fact, linkages are typically discussed in the context of mitigation or conservation actions to reduce the effects of habitat fragmentation, and so it is a human construct rather than a natural feature of a landscape (Smallwood 2015). Sometimes a linkage is defined by convenience as the last remaining patch of natural vegetation cover between two protected areas. In either case, the CEQA standard is whether a project would interfere with wildlife movement in the region. The primary phrase of the CEQA standard goes to wildlife movement regardless of whether the movement is channeled by a corridor or some linkage. A site such as the proposed project site is critically important for wildlife movement because it composes an increasingly diminishing expanse of open space within a growing expanse of residential, commercial and industrial uses, forcing more species of birds to use the site for stopover and staging during migration, dispersal, and home range patrol (Warnock 2010, Taylor et al. 2011, Runge et al. 2014). The project would cut birds and bats off from stopover, staging and roosting opportunities, forcing them to travel even farther between remaining stopover areas along migration routes. The project would interfere with wildlife movement in the region. The DEIR needs to be revised to address the project's impacts on wildlife movement in the region.

3A-9

TRAFFIC IMPACTS ON WILDLIFE

A fundamental shortfall of the DEIR is its failure to analyze the impacts of the project's added road traffic on special-status species of wildlife, including many animals that would be killed far from the project's construction footprint; they would be crossing roads traversed by cars and trucks originating from or headed toward the project site. The project's impacts to wildlife would add to the traffic impacts of recently constructed residential, commercial and industrial projects, and would reach as far from the project as cars and trucks travel to or from the project site.

Vehicle collisions have accounted for the deaths of many thousands of reptile, amphibian, mammal, bird, and arthropod fauna, and the impacts have often been found to be significant at the population level (Forman et al. 2003). Across North America traffic impacts have taken devastating tolls on wildlife (Forman et al. 2003). In Canada, 3,562 birds were estimated killed per 100 km of road per year (Bishop and Brogan 2013), and the US estimate of avian mortality on roads is 2,200 to 8,405 deaths per 100 km per year, or 89 million to 340 million total per year (Loss et al. 2014). Local impacts can be more intense than nationally.

3A-10

In a recent study of traffic-caused wildlife mortality, investigators found 1,275 carcasses of 49 species of mammals, birds, amphibians and reptiles over 15 months of searches along a 2.5 mile stretch of Vasco Road in Contra Costa County, California (Mendelsohn et al. 2009). Using carcass detection trials performed on land immediately adjacent to the traffic mortality study (Brown et al. 2016) to adjust the found fatalities for the proportion of fatalities not found due to scavenger removal and searcher error, the estimated traffic-caused fatalities was 12,187. This fatality estimate translates to a rate of 3,900 wild animals per mile per year killed. In terms comparable to the national estimates, the estimates from the Mendelsohn et al. (2009) study would translate to 243,740 animals killed per 100 km of road per year, or 29 times that of Loss et al.'s (2014) upper bound estimate and 68 times the Canadian estimate. An analysis is needed of whether increased traffic generated by the project would similarly result in local impacts to wildlife.

Increased use of existing roads would increase wildlife fatalities (see Figure 7 in Kobylarz 2001). It is possible that project-related traffic impacts would far exceed the impacts of land conversion to the proposed use. Wildlife roadkill is not randomly distributed, and so it can be predicted. Causal factors include types of roadway, human population density, and temperature (Chen and Wu 2014), as well as time of day and adjacency and extent of vegetation cover (Chen and Wu 2014, Bartonička et al. 2018), and intersections with streams and riparian vegetation (Bartonička et al. 2018). For example, species of mammalian Carnivora are killed by vehicle traffic within 0.1 miles of stream crossings >40 times other than expected (K. S. Smallwood, 1989-2020 unpublished data). Reptiles are killed on roads where roadside fences end or where fences are damaged (Markle et al. 2017). There has even been a function developed to predict the number of golden eagles killed along the road, where the function includes traffic volume and density of road-killed animals available for eagles to scavenge upon

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(Lonsdorf et al. 2018). These factors also point the way toward mitigation measures, which should be formulated in a revised DEIR.

Predicting project-generated traffic impacts to wildlife

The DEIR does not report a prediction of vehicle miles traveled, but it does predict annual consumption of 331,065 gallons of diesel and 2,618,095 gallons of gasoline. Assuming average miles per gallon of 20 for diesel-powered vehicles and 30 for gasoline-powered vehicles, one can predict 85,164,150 miles traveled per year to and from the project site. This is a lot of mileage to be driven at great peril to wildlife that must cross roads to go about their business of foraging, patrolling home ranges, dispersing and migrating (Photos 25 and 26). Despite the obvious risk to wildlife, and despite the multiple papers and books written about this type of impact and how to mitigate them, the DEIR does not address impacts to wildlife caused by vehicles traveling to and from the project site.

3A-10
(Cont'd)

Photo 25. *A Gambel's quail dashes across a road* in southern California. *Such road crossings are usually successful, but too often prove fatal to the animal. Photo by Noriko Smallwood.*

Photo 26. *A mourning dove killed by vehicle traffic on a California road. Photo by Noriko Smallwood, 21 June 2020.*

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For wildlife vulnerable to front-end collisions and crushing under tires, road mortality can be predicted from the study of Mendelsohn et al. (2009) as a basis, although it would be helpful to have the availability of more studies like that of Mendelsohn et al. (2009) at additional locations. My analysis of the Mendelsohn et al. (2009) data resulted in an estimated 3,900 animals killed per mile along a county road in Contra Costa County. Two percent of the estimated number of fatalities were birds, and the balance was composed of 34% mammals (many mice and pocket mice, but also ground squirrels, desert cottontails, striped skunks, American badgers, raccoons, and others), 52.3% amphibians (large numbers of California tiger salamanders and California red-legged frogs, but also Sierran treefrogs, western toads, arboreal salamanders, slender salamanders and others), and 11.7% reptiles (many western fence lizards, but also skinks, alligator lizards, and snakes of various species).

During the Mendelsohn et al. (2009) study, 19,500 cars traveled Vasco Road daily, so the vehicle miles that contributed to my estimate of wildlife fatalities was 19,500 cars and trucks × 2.5 miles × 365 days/year × 1.25 years = 22,242,187.5 vehicle miles per 12,187 wildlife fatalities, or 1,825 vehicle miles per fatality. I predict the project would generate 85,164,150 vehicle miles per year (see assumption and calculation above), which divided by the 1,825 miles per fatality, would predict 46,665 wildlife fatalities per year. **Operations over 50 years would accumulate 2,333,264 wildlife fatalities.** It remains unknown whether and to what degree vehicle tires contribute to carcass removals from the roadway, thereby contributing a negative bias to the fatality estimates I made from the Mendelsohn et al. (2009) fatality counts. The Project's toll on wildlife could be even higher than I predict. The DEIR does not address this impact in the least.

Based on my assumptions and simple calculations, the project-generated traffic would cause substantial, significant impacts to wildlife. There is at least a fair argument that can be made for the need to revise the DEIR to analyze this impact. Mitigation measures to improve wildlife safety along roads are available and are feasible, and they need exploration for their suitability with the proposed project.

3A-10 (Cont'd)

WINDOW COLLISIONS

Window collisions are often characterized as either the second or third largest source or human-caused bird mortality. The numbers behind these characterizations are often attributed to Klem's (1990) and Dunn's (1993) estimates of about 100 million to 1 billion bird fatalities in the USA, or more recently by Loss et al.'s (2014) estimate of 365-988 million bird fatalities in the USA or Calvert et al.'s (2013) and Machtans et al.'s (2013) estimates of 22.4 million and 25 million bird fatalities in Canada, respectively. The proposed project would impose windows in the airspace normally used by birds.

3A-11

Glass-façades of buildings intercept and kill many birds, but these façades are differentially hazardous to birds based on spatial extent, contiguity, orientation, and other factors. At Washington State University, Johnson and Hudson (1976) found 266 bird fatalities of 41 species within 73 months of monitoring of a three-story glass

walkway (no fatality adjustments attempted). Prior to marking the windows to warn birds of the collision hazard, the collision rate was 84.7 per year. At that rate, and not attempting to adjust the fatality estimate for the proportion of fatalities not found, 4,404 birds were likely killed over the 52 years since the start of their study, and that's at a relatively small building façade (Photo 27). Accounting for the proportion of fatalities not found, the number of birds killed by this walkway over the last 50 years would have been about 13,213. And this is just for one 3-story, glass-sided walkway between two college campus buildings.

Photo 27. *A walkway connecting two buildings at Washington State University where one of the earliest studies of bird collision mortality found 85 bird fatalities per year prior to marking windows (254 annual deaths adjusted for the proportion not found). Given that the window markers have long since disappeared, this walkway has likely killed at least 12,705 birds since 1968, and continues to kill birds. Notice that the transparent glass on both sides of the walkway gives the impression of unimpeded airspace that can be navigated safely by birds familiar with flying between tree branches. Also note the reflected images of trees, which can mislead birds into seeing safe perch sites. Further note the distances of ornamental trees, which allow birds taking off from those trees to reach full speed upon arrival at the windows.*

3A-11 (Cont'd)

Klem's (1990) estimate was based on speculation that 1 to 10 birds are killed per building per year, and this speculated range was extended to the number of buildings estimated by the US Census Bureau in 1986. Klem's speculation was supported by fatality monitoring at only two houses, one in Illinois and the other in New York. Also, the basis of his fatality rate extension has changed greatly since 1986. Whereas his estimate served the need to alert the public of the possible magnitude of the bird-window collision issue, it was highly uncertain at the time and undoubtedly outdated more than three decades hence. Indeed, by 2010 Klem (2010) characterized the upper end of his estimated range – 1 billion bird fatalities – as conservative. Furthermore, the estimate lumped species together as if all birds are the same and the loss of all birds to windows has the same level of impact.

Homes with birdfeeders are associated with higher rates of window collisions than are homes without birdfeeders (Kummer and Bayne 2015, Kummer et al. 2016a), so the developed area might pose even greater hazard to birds if it includes numerous birdfeeders. Another factor potentially biasing national or North American estimates low was revealed by Bracey et al.'s (2016) finding that trained fatality searchers found 2.6× the number of fatalities found by homeowners on the days when both trained

searchers and homeowners searched around homes. The difference in carcass detection was 30.4-fold when involving carcasses volitionally placed by Bracey et al. (2016) in blind detection trials. This much larger difference in trial carcass detection rates likely resulted because their placements did not include the sounds that typically alert homeowners to actual window collisions, but this explanation also raises the question of how often homeowner participants with such studies miss detecting window-caused fatalities because they did not hear the collisions.

By the time Loss et al. (2014) performed their effort to estimate annual USA bird-window fatalities, many more fatality monitoring studies had been reported or were underway. Loss et al. (2014) were able to incorporate many more fatality rates based on scientific monitoring, and they were more careful about which fatality rates to include. However, they included estimates based on fatality monitoring by homeowners, which in one study were found to detect only 38% of the available window fatalities (Bracey et al. 2016). Loss et al. (2014) excluded all fatality records lacking a dead bird in hand, such as injured birds or feather or blood spots on windows. Loss et al.'s (2014) fatality metric was the number of fatalities per building (where in this context a building can include a house, low-rise, or high-rise structure), but they assumed that this metric was based on window collisions. Because most of the bird-window collision studies were limited to migration seasons, Loss et al. (2014) developed an admittedly assumption-laden correction factor for making annual estimates. Also, only 2 of the studies included adjustments for carcass persistence and searcher detection error, and it was unclear how and to what degree fatality rates were adjusted for these factors. Although Loss et al. (2014) attempted to account for some biases as well as for large sources of uncertainty mostly resulting from an opportunistic rather than systematic sampling data source, their estimated annual fatality rate across the USA was highly uncertain and vulnerable to multiple biases, most of which would have resulted in fatality estimates biased low.

3A-11 (Cont'd)

In my review of bird-window collision monitoring, I found that the search radius around homes and buildings was very narrow, usually 2 meters. Based on my experience with bird collisions in other contexts, I would expect that a large portion of bird-window collision victims would end up farther than 2 m from the windows, especially when the windows are higher up on tall buildings. In my experience, searcher detection rates tend to be low for small birds deposited on ground with vegetation cover or woodchips or other types of organic matter. Also, vertebrate scavengers entrain on anthropogenic sources of mortality and quickly remove many of the carcasses, thereby preventing the fatality searcher from detecting these fatalities. Adjusting fatality rates for these factors – search radius bias, searcher detection error, and carcass persistence rates – would greatly increase nationwide estimates of bird-window collision fatalities.

Buildings can intercept many nocturnal migrants as well as birds flying in daylight. As mentioned above, Johnson and Hudson (1976) found 266 bird fatalities of 41 species within 73 months of monitoring of a four-story glass walkway at Washington State University (no adjustments attempted). Somerlot (2003) found 21 bird fatalities among 13 buildings on a university campus within only 61 days. Monitoring twice per week, Hager at al. (2008) found 215 bird fatalities of 48 species, or 55 birds/building/year, and at another site they found 142 bird fatalities of 37 species for 24

birds/building/year. Gelb and Delacretaz (2009) recorded 5,400 bird fatalities under buildings in New York City, based on a decade of monitoring only during migration periods, and some of the high-rises were associated with hundreds of fatalities each. Klem et al. (2009) monitored 73 building façades in New York City during 114 days of two migratory periods, tallying 549 collision victims, nearly 5 birds per day. Borden et al. (2010) surveyed a 1.8 km route 3 times per week during 12-month period and found 271 bird fatalities of 50 species. Parkins et al. (2015) found 35 bird fatalities of 16 species within only 45 days of monitoring under 4 building façades. From 24 days of survey over a 48-day span, Porter and Huang (2015) found 47 fatalities under 8 buildings on a university campus. Sabo et al. (2016) found 27 bird fatalities over 61 days of searches under 31 windows. In San Francisco, Kahle et al. (2016) found 355 collision victims within 1,762 days under a 5-story building. Ocampo-Peñuela et al. (2016) searched the perimeters of 6 buildings on a university campus, finding 86 fatalities after 63 days of surveys. One of these buildings produced 61 of the 86 fatalities, and another building with collision-deterrent glass caused only 2 of the fatalities, thereby indicating a wide range in impacts likely influenced by various factors. There is ample evidence available to support my prediction that the proposed project would result in many collision fatalities of birds.

3A-11 (Cont'd)

Project Impact Prediction

Researchers have reported findings as bird collisions per building per year and as collisions per building per day. Some have reported findings as collisions per m² of window. Using 'buildings' in the metric treats buildings as all the same size, when we know they are not. Using square meters of glass in the metric treats glass as the only barrier upon which birds collide against a building's façade, when we know it is not. It also treats all glass as equal, even though we know that collision risk varies by type of glass as well as multiple factors related to contextual settings. Nevertheless, bird collisions per m² of glass provides the most consistent basis for a metric.

Klem's (1990) often-cited national estimate of avian collision rate relied on an assumed average collision rate of 1 to 10 birds per building per year, but studies since then have all reported higher rates of collisions: 12 to 352 birds per building per year. Because the more recent studies were likely performed at buildings known or suspected to cause many collisions, collision rates from them could be biased high. By the time of these comments, I had reviewed and processed results of bird collision monitoring at 213 buildings and façades for which bird collisions per m² of glass per year could be calculated and averaged (Johnson and Hudson 1976, O'Connell 2001, Somerlot 2003, Hager et al. 2008, Borden et al. 2010, Hager et al. 2013, Porter and Huang 2015, Parkins et al. 2015, Kahle et al. 2016, Ocampo-Peñuela et al. 2016, Sabo et al. 2016, Barton et al. 2017, Gomez-Moreno et al. 2018, Schneider et al. 2018, Loss et al. 2019, Brown et al. 2020, City of Portland Bureau of Environmental Services and Portland Audubon 2020, Riding et al. 2020). These study results averaged 0.073 bird deaths per m² of glass per year (95% CI: 0.042-0.102). This average and its 95% confidence interval provide a robust basis for predicting fatality rates at a proposed new project.

Assuming 1,600 s.f. of floorspace per residential dwelling (the DEIR does not specify floor areas of proposed dwelling units), the proposed 1,600 units would total 2,560,000 s.f. of floorspace. Based on my measurement of window extents on residential units in multiple California projects, the proposed project would add 36,197 m² of new glass windows. The proposed non-residential uses would total 2,160,000 s.f. of floorspace. Based on the rate of window extents per square foot of floor space in 10 recent California commercial and mixed-use projects, the proposed project would add 76,607 m² of new glass windows in nonresidential buildings. Altogether, new glass windows added by the project would total about 112,804 m² of glass windows.

Aplying the mean fatality rate (above) to my estimate of 112,804 m² of glass on the façades of the project's building predicts **8,206 bird deaths per year (95% CI: 4,896-11,596)**. The 100-year toll from this average annual fatality rate would be 824,997 bird deaths (95% CI: 489,569-1,159,625), which would continue until the buildings are either renovated to reduce bird collisions or they come down. The vast majority of these deaths would be of birds protected under the Migratory Bird Treaty Act and under the recently revised California Fish and Game Code section 3513, thus causing significant unmitigated impacts. Given the predicted level of bird-window collision mortality, and the lack of any proposed mitigation in the DEIR, it is my opinion that the project would result in potentially significant adverse biological impacts. The DEIR needs to be revised to appropriately address this impact.

3A-11 (Cont'd)

Bird-Window Collision Factors

Below is a list of collision factors I found in the scientific literature. Following this list are specific notes and findings taken from the literature and my own experience.

(1) Inherent hazard of a structure in the airspace used for nocturnal migration or other flights
(2) Window transparency, falsely revealing passage through structure or to indoor plants
(3) Window reflectance, falsely depicting vegetation, competitors, or open airspace
(4) Black hole or passage effect
(5) Window or façade extent, or proportion of façade consisting of window or other reflective surface
(6) Size of window
(7) Type of glass
(8) Lighting, which is correlated with window extent and building operations
(9) Height of structure (collision mechanisms shift with height above ground)
(10) Orientation of façade with respect to winds and solar exposure
(11) Structural layout causing confusion and entrapment
(12) Context in terms of urban-rural gradient, or surrounding extent of impervious surface vs vegetation
(13) Height, structure, and extent of vegetation grown near home or building
(14) Presence of birdfeeders or other attractants
(15) Relative abundance
(16) Season of the year

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(17) Ecology, demography and behavior
(18) Predatory attacks or cues provoking fear of attack
(19) Aggressive social interactions

(1) Inherent hazard of structure in airspace.—Not all of a structure's collision risk can be attributed to windows. Overing (1938) reported 576 birds collided with the Washington Monument in 90 minutes on one night, 12 September 1937. The average annual fatality count had been 328 birds from 1932 through 1936. Gelb and Delacretaz (2009) and Klem et al. (2009) also reported finding collision victims at buildings lacking windows, although many fewer than they found at buildings fitted with widows. The takeaway is that any building going up at the project site would likely kill birds, although the impacts of a glass-sided building would likely be much greater.

(2) Window transparency.—Widely believed as one of the two principal factors contributing to avian collisions with buildings is the transparency of glass used in windows on the buildings (Klem 1989). Gelb and Delacretaz (2009) felt that many of the collisions they detected occurred where transparent windows revealed interior vegetation.

3A-11
(Cont'd)

(3) Window reflectance.—Widely believed as one of the two principal factors contributing to avian collisions with buildings is the reflectance of glass used in windows on the buildings (Klem 1989). Reflectance can deceptively depict open airspace, vegetation as habitat destination, or competitive rivals as self-images (Klem 1989). Gelb and Delacretaz (2009) felt that many of the collisions they detected occurred toward the lower parts of buildings where large glass exteriors reflected outdoor vegetation. Klem et al. (2009) and Borden et al. (2010) also found that reflected outdoor vegetation associated positively with collisions.

(4) Black hole or passage effect.—Although this factor was not often mentioned in the bird-window collision literature, it was suggested in Sheppard and Phillips (2015). The black hole or passage effect is the deceptive appearance of a cavity or darkened ledge that certain species of bird typically approach with speed when seeking roosting sites. The deception is achieved when shadows from awnings or the interior light conditions give the appearance of cavities or protected ledges. This factor appears potentially to be nuanced variations on transparency or reflectance or possibly an interaction effect of both of these factors.

(5) Window or façade extent.—Klem et al. (2009), Borden et al. (2010), Hager et al. (2013), and Ocampo-Peñuela et al. (2016) reported increased collision fatalities at buildings with larger reflective façades or higher proportions of façades composed of windows. However, Porter and Huang (2015) found a negative relationship between fatalities found and proportion of façade that was glazed.

(6) Size of window.—According to Kahle et al. (2016), collision rates were higher on large-pane windows compared to small-pane windows.

(7) Type of glass.—Klem et al. (2009) found that collision fatalities associated with the type of glass used on buildings. Otherwise, little attention has been directed towards the types of glass in buildings.

(8) Lighting.—Parkins et al. (2015) found that light emission from buildings correlated positively with percent glass on the façade, suggesting that lighting is linked to the extent of windows. Zink and Eckles (2010) reported fatality reductions, including an 80% reduction at a Chicago high-rise, upon the initiation of the Lights-out Program. However, Zink and Eckles (2010) provided no information on their search effort, such as the number of searches or search interval or search area around each building.

(9) Height of structure.—I found little if any hypothesis-testing related to building height, including whether another suite of factors might relate to collision victims of high-rises. Are migrants more commonly the victims of high-rises or of smaller buildings?

(10) Orientation of façade.—Some studies tested façade orientation, but not convincingly. Confounding factors such as the extent and types of windows would require large sample sizes of collision victims to parse out the variation so that some portion of it could be attributed to orientation of façade. Whether certain orientations cause disproportionately stronger or more realistic-appearing reflections ought to be testable through measurement, but counting dead birds under façades of different orientations would help.

3A-11
(Cont'd)

(11) Structural layout.—Bird-safe building guidelines have illustrated examples of structural layouts associated with high rates of bird-window collisions, but little attention has been directed towards hazardous structural layouts in the scientific literature. An exception was Johnson and Hudson (1976), who found high collision rates at 3 stories of glassed-in walkways atop an open breezeway, located on a break in slope with trees on one side of the structure and open sky on the other, Washington State University.

(12) Context in urban-rural gradient.—Numbers of fatalities found in monitoring have associated negatively with increasing developed area surrounding the building (Hager et al. 2013), and positively with more rural settings (Kummer et al. 2016a).

(13) Height, structure and extent of vegetation near building.—Correlations have sometimes been found between collision rates and the presence or extent of vegetation near windows (Hager et al. 2008, Borden et al. 2010, Kummer et al. 2016a, Ocampo-Peñuela et al. 2016). However, Porter and Huang (2015) found a negative relationship between fatalities found and vegetation cover near the building. In my experience, what probably matters most is the distance from the building that vegetation occurs. If the vegetation that is used by birds is very close to a glass façade, then birds coming from that glass will be less likely to attain sufficient speed upon arrival at the façade to result in a fatal injury. Too far away and there is probably no relationship. But 30 to 50 m away, birds alighting from vegetation can attain lethal speeds by the time they arrive at the windows.

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(14) Presence of birdfeeders.—Dunn (1993) reported a weak correlation ($r = 0.13$, $P < 0.001$) between number of birds killed by home windows and the number of birds counted at feeders. However, Kummer and Bayne (2015) found that experimental installment of birdfeeders at homes increased bird collisions with windows 1.84-fold.

(15) Relative abundance.—Collision rates have often been assumed to increase with local density or relative abundance (Klem 1989), and positive correlations have been measured (Dunn 1993, Hager et al. 2008). However, Hager and Craig (2014) found a negative correlation between fatality rates and relative abundance near buildings.

(16) Season of the year.—Borden et al. (2010) found 90% of collision fatalities during spring and fall migration periods. The significance of this finding is magnified by 7-day carcass persistence rates of 0.45 and 0.35 in spring and fall, rates which were considerably lower than during winter and summer (Hager et al. 2012). In other words, the concentration of fatalities during migration seasons would increase after applying seasonally-explicit adjustments for carcass persistence. Fatalities caused by collisions into the glass façades of the project's building would likely be concentrated in fall and spring migration periods.

3A-11 (Cont'd)

(17) Ecology, demography and behavior.—Klem (1989) noted that certain types of birds were not found as common window-caused fatalities, including soaring hawks and waterbirds. Cusa et al. (2015) found that species colliding with buildings surrounded by higher levels of urban greenery were foliage gleaners, and species colliding with buildings surrounded by higher levels of urbanization were ground foragers. Sabo et al. (2016) found no difference in age class, but did find that migrants are more susceptible to collision than resident birds.

(18) Predatory attacks.—Panic flights caused by raptors were mentioned in 16% of window strike reports in Dunn's (1993) study. I have witnessed Cooper's hawks chasing birds into windows, including house finches next door to my home and a northern mocking bird chased directly into my office window. Predatory birds likely to collide with the project's windows would include Peregrine falcon, red-shouldered hawk, Cooper's hawk, and sharp-shinned hawk.

(19) Aggressive social interactions.—I found no hypothesis-testing of the roles of aggressive social interactions in the literature other than the occasional anecdotal account of birds attacking their self-images reflected from windows. However, I have witnessed birds chasing each other and sometimes these chases resulting in one of the birds hitting a window.

Window Collision Solutions

Given the magnitude of bird-window collision impacts, there are obviously great opportunities for reducing and minimizing these impacts going forward. Existing structures can be modified or retrofitted to reduce impacts, and proposed new structures can be more carefully sited, designed, and managed to minimize impacts.

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However, the costs of some of these measures can be high and can vary greatly, but most importantly the efficacies of many of these measures remain uncertain. Both the costs and effectiveness of all of these measures can be better understood through experimentation and careful scientific investigation. **Post-construction fatality monitoring should be an essential feature of any new building project.**

Any new project should be informed by preconstruction surveys of daytime and nocturnal flight activity. Such surveys can reveal the one or more façades facing the prevailing approach direction of birds, and these revelations can help prioritize where certain types of mitigation can be targeted. It is critical to formulate effective measures prior to construction, because post-construction options will be limited, likely more expensive, and probably less effective.

(1) Retrofitting to reduce impacts
(1A) Marking windows
(1B) Managing outdoor landscape vegetation
(1C) Managing indoor landscape vegetation
(1D) Managing nocturnal lighting

3A-11
(Cont'd)

(1A) Marking windows.—Whereas Klem (1990) found no deterrent effect from decals on windows, Johnson and Hudson (1976) reported a fatality reduction of about 69% after placing decals on windows. In an experiment of opportunity, Ocampo-Peñuela et al. (2016) found only 2 of 86 fatalities at one of 6 buildings – the only building with windows treated with a bird deterrent film. At the building with fritted glass, bird collisions were 82% lower than at other buildings with untreated windows. Kahle et al. (2016) added external window shades to some windowed façades to reduce fatalities 82% and 95%. Many external and internal glass markers have been tested experimentally, some showing no effect and some showing strong deterrent effects (Klem 1989, 1990, 2009, 2011; Klem and Saenger 2013; Rössler et al. 2015).

Following up on the results of Johnson and Hudson (1976), I decided to mark windows of my home, where I have documented 5 bird collision fatalities between the time I moved in and 6 years later. I marked my windows with decals delivered to me via US Postal Service from a commercial vendor. I have documented no fatalities at my windows during the 8 years hence. In my assessment, markers can be effective in some situations.

(2) Siting and Designing to minimize impacts
(2A) Deciding on location of structure
(2B) Deciding on façade and orientation
(2C) Selecting type and sizes of windows
(2D) Designing to minimize transparency through two parallel façades
(2E) Designing to minimize views of interior plants
(2F) Landscaping to increase distances between windows and trees and shrubs

(3) Monitoring for adaptive management to reduce impacts
(3A) Systematic monitoring for fatalities to identify seasonal and spatial patterns

(3B) Adjust light management, window marking and other measures as needed.

3A-11 (Cont'd)

HOUSE CATS

The DEIR neglects analysis of impacts to wildlife that would be caused by house cats. House cats would be introduced to the project site by residents of the proposed residential units. However, the DEIR does not address the impacts of house cats on wildlife. House cats serve as one of the largest sources of avian mortality in North America (Dauphiné and Cooper 2009, Blancher 2013, Loss et al. 2013, Loyd et al. 2017). Loss et al. (2013) estimated 139 million cats in the USA in 2013 (range 114 to 164 million), which killed an estimated 16.95 billion vertebrate wildlife annually (range 7.6 to 26.3 billion). In 2012 there were 0.44 house cats per human, and 122 vertebrate animals were killed per cat, free-ranging members of which killed disproportionately larger numbers of vertebrate wildlife. According to the DEIR, the proposed project would add 4,386 new residents. The above rates applied to this number of new residents **would add 1,930 cats, which would kill 235,460 vertebrate wildlife per year**. The DEIR makes no mention of this type of impact, nor its magnitude.

3A-12

House cats also contribute to downstream loading of *Toxoplasma gondii*. According to a UC Davis wildlife health research program, "*Toxoplasma gondii is a parasite that can infect virtually all warm-blooded animals, but the only known definitive hosts are cats – domesticated and feral house cats included. Cats catch the parasite through hunting rodents and birds and they offload it into the environment through their feces... and ...rain that falls on cement creates more runoff than rain that falls on natural earth, which contributes to increased runoff that can carry fecal pathogens to the sea*" (http://www.evotis.org/ toxoplasma-gondii- sea-otters/). The DEIR needs to be revised to address the impacts of house cats to wildlife.

ENERGY DEMAND IMPACTS TO WILDLIFE

According to DEIR (p. 3.5-29), the project would need 27,518,700 kWh/year. This energy demand would require 3.15 MW of generation capacity. Also according to the DEIR, all dwelling units would be pre-wired for use of photo-voltaic panels, but there is no promise to install PV. In lieu of an assurance PV would be installed, I assume most of the electrical energy would need to be generated offsite. To comply with Senate Bill (SB) 100, which requires electricity providers to increase procurement from eligible renewable energy resources to 33 percent of total retail sales by 2020, 60 percent by 2030, and 100 percent by 2045, the project would need to purchase energy from renewable sources, if not immediately, then eventually. Because we know the magnitudes of impacts to wildlife caused by renewable energy projects, it is possible to predict the project's impacts to wildlife caused indirectly by the project's demand for 3.15 MW of electricity. This mortality is caused by collisions of volant wildlife with wind turbines and utility-scale solar PV panels and associated infrastructure (fences, distribution lines, transmission lines). Assuming the electricity would be purchased in proportion to the scheduled renewable energy portfolio standards noted above, the proportional energy source can be linked to current estimates of wildlife mortality caused by that source.

3A-13

Wind projects in Contra Costa and Alameda Counties are averaging 17.8 bird fatalities/MW/year (Smallwood 2021 using data from H.T. Harvey & Associates 2020 and Great Basin Bird Observatory and H. T. Harvey and Associates 2020), which applied to the project's energy demand would result in 18, 34, and 56 bird fatalities per year in 2022, 2030, and 2045, respectively. Wind projects in Contra Costa and Alameda Counties are averaging 22.8 bat fatalities/MW/year, which applied to the project's energy demand would result in 24, 43, and 72 bat fatalities per year in 2022, 2030, and 2045, respectively.

In a review of fatality monitoring at 14 of California's utility-scale solar projects (Smallwood 2020), I estimated 18.90 birds/MW/year and 0.806 bats/MW/year. Applying these rates to the 3.15 MW energy demand would predict annual fatalities of 20 birds and 1 bat in 2022, 36 birds and 2 bats in 2030, and 60 birds and 3 bats in 2045.

Without even considering the effects of habitat loss from renewable energy generation other than on the rooftop and blacktop, and depending on the offsite source of the renewable energy, the indirect impacts from the 3.15-MW energy demand would result in an annual death toll of wildlife that would add to tolls from on-site habitat loss, window collisions, traffic impacts, and house cats. These potential impacts warrant the revision of the DEIR.

3A-13 (Cont'd)

CUMULATIVE IMPACTS

The DEIR essentially relies on the Yolo County HCP as an excuse to bypass analysis of potential cumulative impacts. This approach poses multiple shortfalls to the required cumulative impacts analysis. One flaw derives from the many special-status species that would be affected by the project but which are not covered by the HCP. The HCP only covers 10 species of vertebrate wildlife, only 6 of which face substantial direct interface with potential development projects. Most of the species in Table 2 lack coverage under the HCP, and are undergoing substantial declines that could soon result in extirpation. One example is yellow-billed magpie, which underwent a >90% decline within only a few years due to West Nile Virus (Smallwood and Nakamoto 2009). The yellow-billed magpie has continued to decline in Yolo County since 2009 (Smallwood unpublished data) and could be nearing extirpation. Potential cumulative impacts to these non-covered species need to be analyzed in a revised DEIR.

3A-14

Another shortfall derives from the absence of any monitoring reports associated with the HCP. I could not locate any documentation of the performance of the HCP to date. The HCP provides no information about the trends of the species it covers, nor about whether and to what degree mitigation has conserved any of its covered species.

Burrowing owl, in particular, is in need of an emergency assessment of cumulative impacts in Yolo County. I have monitored burrowing owls in and around Davis for 25 years. The last known pair of burrowing owls to successfully breed in the Davis area was last year. No burrowing owl breeding attempts were detected this year. I am aware of

only one burrowing owl sighting in all of Yolo County this year. Throughout the month of June – the height of the breeding season – not a single sighting of burrowing owls was reported to eBird this year. This outcome is significant because the burrowing owl is one of the most -- if not *the* most -- popular bird species among bird enthusiasts in Yolo County. 'Birders' drive around searching for this species, and when it is found word travels fast about where burrowing owls are located and other attributes of the discovery. But this year none were found. The year 2021 might be the first year of the species' extirpation from Yolo County, despite whatever it is that the HCP is accomplishing.

Another species in need of an emergency cumulative impacts assessment is white-tailed kite. Last year I repeated the surveys for this species that were performed 27 years earlier, in 1993, within 10 miles of Davis (Erichsen et al. 1995). I confirmed 7 breeding pairs of white-tailed kites in the same study area where 22 were documented in 1993. This 67% decline has happened despite whatever mitigation was provided by the Yolo County HCP.

A factor that diminishes the HCP as a buffer against significant cumulative impacts is its conservation goals, which are so meager that they look to me more like guarantors of extirpation. One of the HCP's conservation goals is to preserve 2 pairs of burrowing owls. Two pairs in the entire County would have been last year's situation, which one year later looks like extirpation. Another HCP goal is to protect 2 nest sites of white-tailed kite. Such a small number all but assures extirpation. Similarly, a goal is to protect 20 nest trees of Swainson's hawks in a County that recently supported 300 nest sites. The HCP's goals are empty conservation goals; they cannot prevent significant cumulative impacts to its covered species, let alone to the many special-status species that the HCP does not cover.

3A-14 (Cont'd)

MITIGATION

Mitigation Measure 3.4-1a: Minimize Take and Adverse Effects on Habitat of Swainson's Hawk and White-Tailed Kite

Whereas I agree that preconstruction surveys would be appropriate, I must point out that such surveys should not be performed without first having performed detection surveys. Preconstruction surveys are no substitute for detection surveys. Prior to certification of the DEIR, species detection surveys are needed to (1) support negative findings of species when appropriate, (2) inform preconstruction surveys to improve their efficacy, (3) estimate project impacts, and (4) inform compensatory mitigation and other forms of mitigation. Also, it must be kept in mind that white-tailed kites often shift locations of their nest sites.

3A-15

I must also note that preconstruction surveys do not prevent the project's impacts to nest sites beyond the year of the preconstruction surveys. Habitat loss would bee permanent, along with the productive capacities of the birds that used the nest sites lost to the project.

Mitigation Measure 3.4-1b: Comply with Yolo HCP/NCCP Requirements for Compensation for Loss of Swainson's Hawk Foraging Habitat

In advance of the certification of the EIR, the project proponent ought to be required to identify lands where the Swainson's hawk mitigation fee would be applied. Members of the public, including myself, ought to be given the opportunity to assess the benefits that would be gained from the proposed mitigation. Where and how the mitigation fee is applied is of critical importance to its efficacy.

The DEIR ought also be revised to demonstrate the efficacy of the HCP mitigation fee. It should point out where funds have been spent, property protected, and the animals counted on protected habitat. I tried to learn of the effectiveness of the Yolo County HCP by visiting the HCP Conservancy website (https://www.yolohabitatconservancy.org/), but I could not find evidence of actual conservation success. The DEIR needs to demonstrate that payment of the HCP mitigation fee translates into actual conservation, or otherwise it ought to formulate a separate mitigation plan.

3A-16

Mitigation Measure 3.4-1c: Minimize Take and Adverse Effects on Western Burrowing Owl

Again, preconstruction surveys are no substitutes for detection surveys. The proposed measure would be inconsistent with the standards of the burrowing owl survey and mitigation guidelines (CDFW 2012).

3A-17

Mitigation Measure 3.4-2a: Avoid Direct Loss of Protected Bird Nests

It should be understood that preconstruction surveys, although warranted, actually achieve very little. Birds are very capable of hiding nest sites, and bats are very capable of hiding roost sites. Most bird nests and bat roost sites would be missed by preconstruction surveys. For this reason, compensatory mitigation is needed for those bird nests and roosting bats that will be missed by preconstruction surveys. Additionally, preconstruction surveys accomplish nothing in terms of mitigating mortality caused by collisions with windows and automobiles, predation by house cats, and by habitat loss. Compensatory mitigation is needed for these types of project impacts to wildlife.

3A-18

Mitigation Measure 3.4-4: Avoid Direct Loss of Bat Roosts and Special-status Bats

Again, preconstruction surveys are no substitutes for detection surveys. I recommend that acoustic surveys with Sonobat be performed to identify which species of bats occur on site. The DEIR should be revised so that it can inform the public about bat use of the project site.

3A-19

RECOMMENDED MITIGATION

Habitat Protection

(Note: The second and third paragraphs of this recommendation were prepared principally by Noriko Smallwood, who is a wildlife biologist pursuing a Master's Degree at California State University Los Angeles, but I am familiar with the cited sources and I concur entirely with all of her conclusions.)

Habitat should be permanently protected in the form of fee title or conservation easement, or a combination thereof. I recommend an approach similar to that of the Spring Lake Settlement Agreement in Yolo County, in which the mitigation ratios graded from low to high depending on where land was protected and whether the protected land was composed of agriculture or natural vegetation cover. I also recommend that 15 years of monitoring be performed for targeted special-status species on and around the protected lands to further assess cumulative impacts.

Habitat impacts should also be mitigated internal to the project footprint. For example, California native plant landscaping, such as chaparral, grassland, and oak woodland plants, should be planted in residential yards, as street-scaping, and as cover in parks, as opposed to landscaping with lawn and exotic shrubs. Native plants offer more structure, cover, food resources, and nesting substrate for wildlife than landscaping with lawn. Native plant landscaping has been shown to increase the abundance of arthropods, which act as important sources of food for wildlife and are crucial for pollination and plant reproduction (Narango et al. 2017, Adams et al. 2020, Smallwood and Wood in prep.). Further, many endangered and threatened insects require native host plants for reproduction and for forage and refugia during migration (e.g. El Segundo blue butterfly, monarch butterfly). Landscaping with native plants over exotic plants increases the abundance and diversity of birds, and is particularly valuable to native birds (Lerman and Warren 2011, Burghardt et al. 2008, Berthon et al. 2021, Smallwood and Wood in prep.). Landscaping with native plants brings back some of the natural habitat and lessens the footprint of urbanization by acting as interconnected patches of habitat for wildlife (Goddard et al. 2009, Tallamy 2020). Lastly, not only does native plant landscaping benefit wildlife, it requires less water and lower maintenance than does traditional landscaping with lawn and hedges, and it improves the quality of life for human users of the space.

I recommend planting native trees such as oaks *(Quercus sp.)*, California sycamore *Platanus racemose)*, and willows *(Chilopsis sp.)*, as well as native shrubs such as buckwheat *(Eriogonum sp.)*, sage *(Salvia sp.)*, toyon *(Heteromeles sp.)*, and sumac *(Rhus sp.)* (Wood and Easian 2020, Smallwood and Wood in prep). Plants that contribute to high shrub and tree cover provide universal benefits to native birds regardless of which plants are used for ground cover. Further resources on native plant landscaping can be found at California Native Plant Society (CNPS.org) and Theodore Payne Foundation (theodorepayne.org).

3A-20

Road Mortality

I recommend funding wildlife crossings at strategic locations along roads used by the project, especially where large trucks would be anticipated to cross sensitive areas likely traveled by special-status species. I also recommend funding research into wildlife mortality caused by car and truck traffic. Traffic-calming measures would also help. 3A-21

Guidelines on Building Design to Minimize Bird-Window Collisions

If the project goes forward, it should at a minimum adhere to available Bird-Safe Guidelines, such as those prepared by American Bird Conservancy and New York and San Francisco. The American Bird Conservancy (ABC) produced an excellent set of guidelines recommending actions to: (1) Minimize use of glass; (2) Placing glass behind some type of screening (grilles, shutters, exterior shades); (3) Using glass with inherent properties to reduce collisions, such as patterns, window films, decals or tape; and (4) Turning off lights during migration seasons (Sheppard and Phillips 2015). The City of San Francisco (San Francisco Planning Department 2011) also has a set of building design guidelines, based on the excellent guidelines produced by the New York City Audubon Society (Orff et al. 2007). The ABC document and both the New York and San Francisco documents provide excellent alerting of potential bird-collision hazards as well as many visual examples. The San Francisco Planning Department's (2011) building design guidelines are more comprehensive than those of New York City, but they could have gone further. For example, the San Francisco guidelines probably should have also covered scientific monitoring of impacts as well as compensatory mitigation for impacts that could not be avoided, minimized or reduced. 3A-22

Fatality monitoring and the use of compensatory mitigation should be incorporated at any new building project because the measures recommended in the available guidelines remain of uncertain efficacy, and even if these measures are effective, they will not reduce collision fatalities to zero. The only way to assess mitigation efficacy and to quantify post-construction fatalities is to monitor the project for fatalities, including at residential dwelling units.

House Cats

If the project goes forward, a fund should be established for long-term management of house cats in the project. Management could include public education about the environmental effects of outdoor and free-ranging cats. It could also include a program to spade and neuter cats, especially free-ranging cats. It could also involve some removals of feral cats. 3A-23

Energy Impacts

The impacts of renewable energy generation for the project should be mitigated by promotion of energy conservation and of distributed generation. No evidence has yet come to bear on collision mortality caused by rooftop PV solar arrays. If the project goes forward, all of the project's homes and nonresidential buildings should include solar 3A-24

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panels. I also recommend fatality monitoring of rooftop solar to establish whether collision mortality does or does not occur on roof-mounted solar panels.

3A-24 (Cont'd)

Measures to Rectify Impacts

Compensatory mitigation ought also to include funding contributions to wildlife rehabilitation facilities to cover the costs of injured animals that would be delivered to these facilities for care. Most of the injuries likely would be caused by collisions with windows and automobiles, and by attacks by house cats. Many of these animals would need treatment by wildlife rehabilitation facilities – treatment which the Yolo County HCP does not support.

3A-25

Thank you for your attention,

Shawn Smallwood, Ph.D.

REFERENCE CITED

Adams, B. J., E. Li, C. A. Bahlai, E. K. Meineke, T. P. McGlynn, and B. V. Brown. 2020. Local and landscape-scale variables shape insect diversity in an urban biodiversity hot spot. Ecological Applications 30(4):e02089. 10.1002/eap.2089

Barton, C. M., C. S. Riding, and S. R. Loss. 2017. Magnitude and correlates of bird collisions at glass bus shelters in an urban landscape. Plos One 12. (6): e0178667. https://doi.org/10.1371/journal.pone.0178667

Battistone, C. L., B. J. Furnas, R. L. Anderson, J. L. Dinsdale, K. M. Cripe, J. A. Estep, C. S. Y. Chun, and S. G. Torres. 2019. Population and Distribution of Swainson's Hawks (Buteo Swainsoni) in California's Great Valley: A Framework for Long-Term Monitoring. Journal of Raptor Research 53:253-265.

Berthon, K., F. Thomas, and S. Bekessy. 2021. The role of 'nativeness' in urban greening to support animal biodiversity. Landscape and Urban Planning 205:103959. https://doi.org/10.1016/j.landurbplan.2020.103959

Bishop, C. A. and J. M. Brogan. 2013. Estimates of Avian Mortality Attributed to Vehicle Collisions in Canada. Avian Conservation and Ecology 8:2. http://dx.doi.org/10.5751/ACE-00604-080202.

Blancher, P. 2013. Estimated number of birds killed by house cats (*Felis catus*) in Canada. Avian Conservation and Ecology 8(2): 3. http://dx.doi.org/10.5751/ACE-00557-080203

Borden, W. C., O. M. Lockhart, A. W. Jones, and M. S. Lyons. 2010. Seasonal, taxonomic, and local habitat components of bird-window collisions on an urban university campus in Cleveland, OH. Ohio Journal of Science 110(3):44-52.

Bracey, A. M., M. A. Etterson, G. J. Niemi, and R. F. Green. 2016. Variation in bird-window collision mortality and scavenging rates within an urban landscape. The Wilson Journal of Ornithology 128:355-367.

Brown, B. B., L. Hunter, and S. Santos. 2020. Bird-window collisions: different fall and winter risk and protective factors. PeerJ 8:e9401 http://doi.org/10.7717/peerj.9401

Brown, K., K. S. Smallwood, J. Szewczak, and B. Karas. 2016. Final 2012-2015 Report Avian and Bat Monitoring Project Vasco Winds, LLC. Prepared for NextEra Energy Resources, Livermore, California.

Burghardt, K. T., D. W. Tallamy, and W. G. Shriver. 2008. Impact of native plants on bird and butterfly biodiversity in suburban landscapes. Conservation Biology 23:219-224.

CDFW (California Department of Fish and Wildlife). 2012. Staff Report on Burrowing Owl Mitigation. Sacramento, California.

Calvert, A. M., C. A. Bishop, R. D. Elliot, E. A. Krebs, T. M. Kydd, C. S. Machtans, and G. J. Robertson. 2013. A synthesis of human-related avian mortality in Canada. Avian Conservation and Ecology 8(2): 11. http://dx.doi.org/10.5751/ACE-00581-080211

City of Woodland. 2021. Draft Environmental Impact Report Woodland Research & Technology Park Specific Plan State Clearinghouse #2017062042. Woodland, California. Prepared by AECOM, Sacramento.

City of Portland Bureau of Environmental Services and Portland Audubon. 2020. Collisions at the Columbia Building: A synthesis of pre- and post-retrofit monitoring. Environmental Services of City of Portland, Oregon.

Cusa M, Jackson DA, Mesure M. 2015. Window collisions by migratory bird species: urban geographical patterns and habitat associations. Urban Ecosystems 18(4):1–20. DOI 10.1007/s11252-015-0459-3.

Dauphiné, N. and R. J. Cooper. 2009. Impacts of free-ranging domestic cats (*Felis catus*) on birds in the United States: a review of recent research with conservation and management recommendations. Pages 205-219 in T. D. Rich, C. Arizmendi, D. W. Demarest, and C. Thompson, eds., Proceedings of the Fourth International Partners in Flight Conference: Tundra to Tropics.

Dunn, E. H. 1993. Bird mortality from striking residential windows in winter. Journal of Field Ornithology 64:302-309.

Erichsen, A. L., K. S. Smallwood, A. M. Commandatore, D. M. Fry, and B. Wilson. 1996. White-tailed Kite movement and nesting patterns in an agricultural landscape. Pages 166-176 in D. M. Bird, D. E. Varland, and J. J. Negro, eds., Raptors in human landscapes. Academic Press, London.

Estep, J. 2008. The Distribution, Abundance, and Habitat Associations of the Swainson's Hawk (*Buteo swainsoni*) in Yolo County, California. Unpublished report to Technology Associates International Corporation and Yolo Natural Heritage Program, Woodland, California.

Forman, T. T., D. Sperling, J. A. Bisonette, A. P. Clevenger, C. D. Cutshall, V. H. Dale, L. Fahrig, R. France, C. R. Goldman, K. Heanue, J. A. Jones, F. J. Swanson, T. Turrentine, and T. C. Winter. 2003. Road Ecology. Island Press, Covello, California.

Gelb, Y. and N. Delacretaz. 2009. Windows and vegetation: Primary factors in Manhattan bird collisions. Northeastern Naturalist 16:455-470.

Goddard, M. A., A. J. Dougill, and T. G. Benton. 2009. Scaling up from gardens: biodiversity conservation in urban environments. Trends in Ecology and Evolution 25:90-98. doi:10.1016/j.tree.2009.07.016

Gómez-Moreno, V. del C., J. R. Herrera-Herrera, and S. Niño-Maldonado. 2018. Bird collisions in windows of Centro Universitario Victoria, Tamaulipas, México. Huitzil, Revista Mexicana de Ornitología 19(2): 227-236. https://doi.org/10.28947/hrmo.2018.19.2.347

Great Basin Bird Observatory and H. T. Harvey and Associates. 2020. Golden Hills North Wind Energy Center Postconstruction Fatality Monitoring Report: Year 1. Report to Golden Hills North Wind, LLC, Livermore, California.

Hager, S. B, and M. E. Craig. 2014. Bird-window collisions in the summer breeding season. PeerJ 2:e460 DOI 10.7717/peerj.460.

Hager, S. B., H. Trudell, K. J. McKay, S. M. Crandall, and L. Mayer. 2008. Bird density and mortality at windows. Wilson Journal of Ornithology 120:550-564.

Hager, S. B., B. J. Cosentino, and K. J. McKay. 2012. Scavenging effects persistence of avian carcasses resulting from window collisions in an urban landscape. Journal of Field Ornithology 83:203-211.

Hager S. B., B. J. Cosentino, K J. McKay, C. Monson, W. Zuurdeeg, and B. Blevins. 2013. Window area and development drive spatial variation in bird-window collisions in an urban landscape. PLoS ONE 8(1): e53371. doi:10.1371/journal.pone.0053371

H. T. Harvey & Associates. 2019. Spring Lake Specific Plan Swainson's Hawk Mitigation 2019 Monitoring Report. Prepared for City of Woodland.

H.T. Harvey & Associates. 2020. Golden Hills Wind Energy Center post-construction fatality monitoring report: Final 3-Year Report. Prepared for Golden Hills Wind, LLC, Livermore, California.

Johnson, R. E., and G. E. Hudson. 1976. Bird mortality at a glassed-in walkway in Washington State. Western Birds 7:99-107.

Kahle, L. Q., M. E. Flannery, and J. P. Dumbacher. 2016. Bird-window collisions at a west-coast urban park museum: analyses of bird biology and window attributes from Golden Gate Park, San Francisco. PLoS ONE 11(1):e144600 DOI 10.1371/journal.pone.0144600.

Klem, D., Jr. 1989. Bird-window collisions. Wilson Bulletin 101:606-620.

Klem, D., Jr. 1990. Collisions between birds and windows: mortality and prevention. Journal of Field Ornithology 61:120-128.

Klem, D., Jr. 2009. Preventing bird-window collisions. The Wilson Journal of Ornithology 121:314-321.

Klem, D., Jr. 2010. Avian mortality at windows: the second largest human source of bird mortality on earth. Pages 244-251 in Proc. Fourth Int. Partners in Flight Conference: Tundra to Tropics.

Klem, D., Jr. 2011. Evaluating the effectiveness of Acopian Birdsavers to deter or prevent bird-glass collisions. Unpublished report.

Klem, D., Jr. and P. G. Saenger. 2013. Evaluating the effectiveness of select visual signals to prevent bird-window collisions. The Wilson Journal of Ornithology 125:406–411.

Klem, D. Jr., C. J. Farmer, N. Delacretaz, Y. Gelb and P. G. Saenger. 2009. Architectural and landscape risk factors associated with bird-glass collisions in an urban environment. Wilson Journal of Ornithology 121:126-134.

Kobylarz, B. 2001. The effect of road type and traffic intensity on amphibian road mortality. Journal of Service Learning in Conservation Biology 1:10-15.

Kummer J. A., and E. M. Bayne. 2015. Bird feeders and their effects on bird-window collisions at residential houses. Avian Conservation and Ecology 10(2):6 DOI 10.5751/ACE-00787-100206.

Kummer, J. A., E. M. Bayne, and C. S. Machtans. 2016. Use of citizen science to identify factors affecting bird-window collision risk at houses. The Condor: Ornithological Applications 118:624-639. DOI: 10.1650/CONDOR-16-26.1

Lerman, S. B. and P. S. Warren. 2011. The conservation value of residential yards: linking birds and people. Ecological Applications 21:1327-1339.

Lonsdorf, E. C. A. Sanders-Reed, C. Boal, and T. D. Allison. 2018. Modeling golden eagle-vehicle collisions to design mitigation strategies. Journal of Wildlife Management 82:1633-1644.

Loss, S. R., T. Will, and P. P. Marra. 2013. The impact of free-ranging domestic cats on wildlife of the United States. Nature Communications 2380. DOI: 10.1038/ncomms2380

Loss, S. R., T. Will, and P. P. Marra. 2014. Estimation of Bird-Vehicle Collision Mortality on U.S. Roads. Journal of Wildlife Management 78:763-771.

Loss, S. R., T. Will, S. S. Loss, and P. P. Marra. 2014. Bird–building collisions in the United States: Estimates of annual mortality and species vulnerability. The Condor: Ornithological Applications 116:8-23. DOI: 10.1650/CONDOR-13-090.1

Loyd, K. A. T., S. M. Hernandez, and D. L. McRuer. 2017. The role of domestic cats in the admission of injured wildlife at rehabilitation and rescue centers. Wildlife Society Bulletin 41:55-61.

Machtans, C. S., C. H. R. Wedeles, and E. M. Bayne. 2013. A first estimate for Canada of the number of birds killed by colliding with building windows. Avian Conservation and Ecology 8(2):6. http://dx.doi.org/10.5751/ACE-00568-080206

Markle, C. E., S. D. Gillingwater, R. Levick, P. Chow-Fraser. 2017. The true cost of partial fencing: evaluating strategies to reduce reptile road mortality. Wildlife Society Bulletin 41:342-350.

Meese, R. J. 2017. Results of the 2017 Tricolored Blackbird Statewide Survey. California Department of Fish and Wildlife, Wildlife Branch, Nongame Wildlife Program Report 2017-04, Sacramento, CA. 27 pp. + appendices.

Mendelsohn, M., W. Dexter, E. Olson, and S. Weber. 2009. Vasco Road wildlife movement study report. Report to Contra Costa County Public Works Department, Martinez, California.

Narango, D. L., D. W. Tallamy, and P. P. Marra. 2017. Native plants improve breeding and foraging habitat for an insectivorous bird. Biological Conservation 213:42-50.

Ocampo-Peñuela, N., R. S. Winton, C. J. Wu, E. Zambello, T. W. Wittig and N. L. Cagle . 2016. Patterns of bird-window collisions inform mitigation on a university campus. PeerJ4:e1652;DOI10.7717/peerj.1652

O'Connell, T. J. 2001. Avian window strike mortality at a suburban office park. The Raven 72:141-149.

Orff, K., H. Brown, S. Caputo, E. J. McAdams, M. Fowle, G. Phillips, C. DeWitt, and Y. Gelb. 2007. Bird-safe buildings guidelines. New York City Audubon, New York.

Overing, R. 1938. High mortality at the Washington Monument. The Auk 55:679.

Parkins, K. L., S. B. Elbin, and E. Barnes. 2015. Light, glass, and bird–building collisions in an urban park. Northeastern Naturalist 22:84-94.

Porter, A., and A. Huang. 2015. Bird collisions with glass: UBC pilot project to assess bird collision rates in Western North America. UBC Social Ecological Economic Development Studies (SEEDS) Student Report. Report to Environment Canada, UBC SEEDS and UBC BRITE.

Riding, C. S., T. J. O'Connell, and S. R. Loss. 2020. Building façade-level correlates of bird–window collisions in a small urban area. The Condor: Ornithological Applications 122:1–14.

Rosenberg, K. V., A. M. Dokter, P. J. Blancher, J. R. Sauer, A. C. Smith, P. A. Smith, J. C. Stanton, A. Panjabi , L. Helft , M. Parr, and P. P. Marra. 2019. Decline of the North American avifauna. Science 10.1126/science.aaw1313 (2019).

Rössler, M., E. Nemeth, and A. Bruckner. 2015. Glass pane markings to prevent bird-window collisions: less can be more. Biologia 70: 535—541. DOI: 10.1515/biolog-2015-0057

Runge, C. A., T. G. Martin, H. P. Possingham, S. G. Willis, and R. A. Fuller. 2014. Conserving mobile species. Frontiers in Ecology and Environment 12(7): 395–402, doi:10.1890/130237.

Sabo, A. M., N. D. G. Hagemeyer, A. S. Lahey, and E. L. Walters. 2016. Local avian density influences risk of mortality from window strikes. PeerJ 4:e2170; DOI 10.7717/peerj.2170

San Francisco Planning Department. 2011. Standards for bird-safe buildings. San Francisco Planning Department, City and County of San Francisco, California.

Santos, S. M., F. Carvalho, and A. Mira. 2011. How Long Do the Dead Survive on the Road? Carcass Persistence Probability and Implications for Road-Kill Monitoring Surveys. PLoS ONE 6(9): e25383. doi:10.1371/journal.pone.0025383

Schneider, R. M., C. M. Barton, K. W. Zirkle, C. F. Greene, and K. B. Newman. 2018. Year-round monitoring reveals prevalence of fatal bird-window collisions at the Virginia Tech Corporate Research Center. *PeerJ* 6:e4562 https://doi.org/10.7717/peerj.4562

Sheppard, C., and G. Phillips. 2015. Bird-friendly building design, 2nd Ed., American Bird Conservancy, The Plains, Virginia.

Shuford, W. D., and T. Gardali, [eds.]. 2008. California bird species of special concern: a ranked assessment of species, subspecies, and distinct populations of birds of immediate conservation concern in California. Studies of Western Birds 1. Western Field Ornithologists, Camarillo, California.

Smallwood, K.S. and S. Geng. 1993. Alfalfa as wildlife habitat. California Alfalfa Symposium 23:105-8.

Smallwood, K. S. 1995. Scaling Swainson's hawk population density for assessing habitat-use across an agricultural landscape. J. Raptor Research 29:172-178.

Smallwood, K. S. 2015. Habitat fragmentation and corridors. Pages 84-101 in M. L. Morrison and H. A. Mathewson, Eds., Wildlife habitat conservation: concepts, challenges, and solutions. John Hopkins University Press, Baltimore, Maryland, USA.

Smallwood, K. S. 2020. Comparison of bird and bat fatality rates among utility-scale solar projects in California. Report to undisclosed client.

Smallwood, K. S. and B. Nakamoto. 2009. Impacts of West Nile Virus Epizootic on Yellow-Billed Magpie, American Crow, and other Birds in the Sacramento Valley, California. The Condor 111:247-254.

Smallwood, K. S., B. J. Nakamoto, and S. Geng. 1996. Association analysis of raptors on an agricultural landscape. Pages 177-190 in D.M. Bird, D.E. Varland, and J.J. Negro, eds., Raptors in human landscapes. Academic Press, London.

Smallwood, K.S., S. Geng, and M. Zhang. 2001. Comparing pocket gopher (*Thomomys bottae*) density in alfalfa stands to assess management and conservation goals in northern California. Agriculture, Ecosystems & Environment 87: 93-109.

Smallwood, N. L., and E. M. Wood. The influence of native plants on urban wildlife in Southern California residential yards, in prep.

Somerlot, K. E. 2003. Survey of songbird mortality due to window collisions on the Murray State University campus. Journal of Service Learning in Conservation Biology 1:1–19.

Tallamy, D.W. 2020. Nature's Best Hope: A New Approach to Conservation that Starts in Your Yard. Timber Press.

Taylor, P. D., S. A. Mackenzie, B. G. Thurber, A. M. Calvert, A. M. Mills, L. P. McGuire, and C. G. Guglielmo. 2011. Landscape movements of migratory birds and bats reveal

an expanded scale of stopover. PlosOne 6(11): e27054. doi:10.1371/journal.pone.0027054.

Warnock, N. 2010. Stopping vs. staging: the difference between a hop and a jump. Journal of Avian Biology 41:621-626.

Wood, E. M., and S. Esaian. 2020. The importance of street trees to urban avifauna. Ecological Applications. 0:e02149.

Yahner, R. H. 1982. Avian nest densities and nest-site selection in farmstead shelterbelts. The Wilson Bulletin 94:156-175.

Young, H. 1948. A comparative study of nesting birds in a five-acre park. The Wilson Bulletin 61:36-47.

Zink, R. M., and J. Eckles. 2010. Twin cities bird-building collisions: a status update on "Project Birdsafe." The Loon 82:34-37.

Photo 28. *A Say's phoebe snatches another insect intended for its fledglings hanging out amid the sunflowers on the project site, 30 June 2021.*

EXHIBIT B

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

2656 29th Street, Suite 201
Santa Monica, CA 90405

Matt Hagemann, P.G, C.Hg.
(949) 887-9013
mhagemann@swape.com

Paul E. Rosenfeld, PhD
(310) 795-2335
prosenfeld@swape.com

July 2, 2021

Michael R. Lozeau
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612

Subject: Comments on the Woodland Research & Technology Park Specific Plan (SCH No. 2017062042)

Dear Mr. Lozeau,

We have reviewed the May 2021 Draft Environmental Impact Report ("DEIR") for the Woodland Research & Technology Park Specific Plan ("Project") located in the City of Woodland ("City"). The Project proposes a land use plan that is estimated to result in the development of approximately 1,600 new dwelling units, 2,200,000-SF of non-residential building space, and 21.8-acres of parks and other types of open space on the 350-acre site. 3B-1

Our review concludes that the DEIR fails to adequately evaluate the Project's air quality, health risk, and greenhouse gas impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project are underestimated and inadequately addressed. An updated EIR should be prepared to adequately assess and mitigate the potential air quality, health risk, and greenhouse gas impacts that the project may have on the surrounding environment.

Air Quality

Unsubstantiated Input Parameters Used to Estimate Project Emissions

The DEIR's air quality analysis relies on emissions calculated with CalEEMod.2016.3.2 (p. 3.3-16).[1] CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act ("CEQA") requires that such changes 3B-2

[1] CAPCOA (November 2017) CalEEMod User's Guide, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4.

be justified by substantial evidence. Once all of the values are inputted into the model, the Project's construction and operational emissions are calculated, and "output files" are generated. These output files disclose to the reader what parameters are utilized in calculating the Project's air pollutant emissions and make known which default values are changed as well as provide justification for the values selected.

When reviewing the Project's CalEEMod output files, provided in the Criteria Air Pollutant and Greenhouse Gas Emissions, and Energy Use ("AQ & GHG Report") as Appendix B to the DEIR, we found that several model inputs were not consistent with information disclosed in the DEIR. As a result, the Project's construction and operational emissions are underestimated. As a result, an updated EIR should be prepared to include an updated air quality analysis that adequately evaluates the impacts that construction and operation of the Project will have on local and regional air quality.

3B-2 (Cont'd)

Use of Underestimated Land Use Sizes

According to the DEIR, the Project proposes a land use plan that is estimated to develop 2,200,000-SF of non-residential building space (p. 2-7). However, review of the CalEEMod output files demonstrates that the "WRTP Specific Plan Operations" and "WRTP Specific Plan Operations - No Wood-Burning Fireplaces" models include only 2,172,169-SF of non-residential building space[2] (see excerpt below) (Appendix B, pp. 214, 239, 255, 271, 297, 314).

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area
Research & Development	742.96	1000sqft	42.70	742,960.00
Industrial Park	1,211.84	1000sqft	69.60	1,211,839.00
City Park	26.30	Acre	26.30	1,145,628.00
Apartments Mid Rise	519.00	Dwelling Unit	24.70	519,000.00
Condo/Townhouse	626.00	Dwelling Unit	52.20	626,000.00
Single Family Housing	528.00	Dwelling Unit	87.90	950,400.00
Regional Shopping Center	217.37	1000sqft	12.60	217,370.00

3B-3

As you can see in the excerpt above, the proposed non-residential building space is underestimated by 27,831-SF. This underestimation presents an issue, as the land use size feature is used throughout CalEEMod to determine default variable and emission factors that go into the model's calculations. The square footage of a land use is used for certain calculations such as determining the wall space to be painted (i.e., VOC emissions from architectural coatings) and volume that is heated or cooled (i.e., energy impacts).[3] Thus, by underestimating the size of the proposed non-residential building space, the models underestimate the Project's construction-related and operational emissions and should not be relied upon to determine Project significance.

Failure to Model Parking

According to the DEIR, the Project would include parking (p. 2-11). However, the DEIR fails to specify the amount of parking that would be included in the proposed Project. Furthermore, review of the

3B-4

[2] Calculated: 742,960-SF of "Research & Development" + 1,211,839-SF of "Industrial Park" + 217,370-SF of "Regional Shopping Center" = 2,172,169-SF of non-residential building space.
[3] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 28.

CalEEMod output files demonstrates that the "WRTP Specific Plan EIR," "WRTP Specific Plan Operations," and "WRTP Specific Plan Operations - No Wood-Burning Fireplaces" models fail to include any amount of parking (Appendix B, pp. 2, 34, 66, 106, 138, 170, 214, 239, 255, 271, 297, 314). This omission presents an issue, as CalEEMod includes 63 different land use types that are each assigned a distinctive set of energy usage emission factors.[4] Furthermore, the land use size feature is used throughout CalEEMod to determine default variable and emission factors that go into the model's calculations. The square footage of parking land uses is used for certain calculations such as determining the area to be painted and stripped (i.e., VOC emissions from architectural coatings) and volume to be ventilated (i.e., energy impacts).[5] Thus, by failing to include the proposed parking space, the models underestimate the Project's construction-related and operational emissions and should not be relied upon to determine Project significance.

3B-4 (Cont'd)

Unsubstantiated Changes to Road Percent Paved Values

Review of the CalEEMod output files demonstrates that the "WRTP Specific Plan EIR" model includes several manual increases to the default percent paved values for the Project's hauling, vendor, and worker trips (see excerpt below) (Appendix B, pp. 7, 39, 71, 111, 143, 175).

Table Name	Column Name	Default Value	New Value
tblOnRoadDust	HaulingPercentPave	94.00	99.00
tblOnRoadDust	HaulingPercentPave	94.00	99.00
tblOnRoadDust	HaulingPercentPave	94.00	99.00
tblOnRoadDust	HaulingPercentPave	94.00	99.00
tblOnRoadDust	HaulingPercentPave	94.00	99.00
tblOnRoadDust	VendorPercentPave	94.00	99.00
tblOnRoadDust	VendorPercentPave	94.00	99.00
tblOnRoadDust	VendorPercentPave	94.00	99.00
tblOnRoadDust	WorkerPercentPave	94.00	99.00
tblOnRoadDust	WorkerPercentPave	94.00	99.00
tblOnRoadDust	WorkerPercentPave	94.00	99.00
tblOnRoadDust	WorkerPercentPave	94.00	99.00
tblOnRoadDust	WorkerPercentPave	94.00	99.00

3B-5

In addition, review of the CalEEMod output files demonstrates that the "WRTP Specific Plan Operations" and "WRTP Specific Plan Operations - No Wood-Burning Fireplaces" models include a manual increase to the default percent paved value for the Project's operational vehicle trips (see excerpt below) (Appendix B, pp. 216, 241, 257, 273, 299, 316).

Table Name	Column Name	Default Value	New Value
tblRoadDust	RoadPercentPave	94	100

[4] "CalEEMod User's Guide, Appendix D." CAPCOA, September 2016, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/upgrades/2016.3/05_appendix-d2016-3-1.pdf?sfvrsn=2.
[5] "CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 2.

As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.[6] According to the "User Entered Comments & Non-Default Data" table, the justifications provided for the revised construction-related and operational percent paved values are:

- "Travel primarily on paved roads due to proximity to major roadways surrounding Specific Plan Area," and
- "Operational mobile trips would occur on paved roadways," respectively (Appendix B, pp. 3, 35, 67, 107, 139, 171, 215, 240, 256, 272, 298, 315).

3B-5 (Cont'd)

However, the changes remain unsupported. Simply stating that construction trips would occur on primarily paved roads and operational mobile trips would occur on paved roadways does not justify the revised road percent paved values. According to the CalEEMod User's Guide:

> "[T]he user can override the defaults if data specific to the project is known. Local jurisdictions can also provide guidance to users as to what default properly reflects known regional road dust parameters."[7]

Here, however, the DEIR and associated documents do not provide "data specific to the project" or a source that reflects these changes. Rather, the DEIR fails to mention or justify these changes whatsoever. As a result, the revised road percent paved values are unsubstantiated.

These unsubstantiated changes present an issue, as CalEEMod uses the percentage of paved roads to determine the fugitive dust emissions from on-road vehicles.[8] As a result, by including unsubstantiated changes to the default percent paved values for the Project's construction-related and operational trips, the Project's construction-related and operational emissions may be underestimated, and the models should not be relied upon to determine Project significance.

Unsubstantiated Changes to Energy Use Values

Review of the CalEEMod output files demonstrates that the "WRTP Specific Plan Operations" and "WRTP Specific Plan Operations - No Wood-Burning Fireplaces" models include several reductions to the default energy use values (see excerpt below) (Appendix B, pp. 215, 240, 256, 272, 298, 315).

3B-6

[6] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 2, 9
[7] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 39
[8] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 35

Table Name	Column Name	Default Value	New Value
tblEnergyUse	NT24E	3,795.01	3,759.01
tblEnergyUse	T24E	700.71	329.33
tblEnergyUse	T24E	711.99	334.64
tblEnergyUse	T24E	2.52	1.83
tblEnergyUse	T24E	2.14	1.50
tblEnergyUse	T24E	1.96	1.37
tblEnergyUse	T24E	985.93	468.09
tblEnergyUse	T24NG	8,454.86	7,863.02
tblEnergyUse	T24NG	14,242.58	13,245.60
tblEnergyUse	T24NG	12.77	8.94
tblEnergyUse	T24NG	8.62	6.03
tblEnergyUse	T24NG	17.03	11.92
tblEnergyUse	T24NG	22,422.24	20,852.66

3B-6 (Cont'd)

As you can see in the excerpt above, the non-Title 24 electricity energy intensity ("NT24E"), Title 24 electricity energy intensity ("T24E"), and Title 24 natural gas energy intensity ("T24NG") were each manually reduced. As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.[9] According to the "User Entered Comments and Non-Default Data" table, the justification provided for these changes is: "Title-24 energy intensity adjusted to reflect 2019 standards" (Appendix B, pp. 215, 240, 256, 272, 298, 315). Furthermore, regarding the changes to the default energy use values, the DEIR states:

> "In order to account for 2019 Title 24, Part 6 standards, the Title 24 energy intensity factors in CalEEMod were adjusted to account for an estimated 7-percent energy reduction in new-construction nonresidential buildings and 53-percent energy reduction in new-construction residential buildings compared to the 2016 Title 24, Part 6 standards that were in place at the time of the CalEEMod Version 2016.3.2 model release (CEC 2020)" (p. 3.3-17).

However, these justifications remain insufficient. Simply because the 2019 Title 24 standards *expect* a reduction in building energy consumption does not *guarantee* that these reductions would be implemented locally on the Project site. Absent additional information demonstrating that these reductions would be achieved through the implementation, monitoring, and enforcement of energy-related mitigation measures, we are unable to verify the revised energy use values inputted into the model.

These unsubstantiated reductions present an issue, as CalEEMod uses the energy use values to calculate the Project's emissions associated with building electricity and non-hearth natural gas usage.[10] By including unsubstantiated reductions to the default energy use values, the models may underestimate

[9] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 2, 9
[10] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 43

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the Project's energy-source operational emissions and should not be relied upon to determine Project significance.

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Incorrect Application of Tier 4 Final Mitigation

Review of the CalEEMod output files demonstrates that the "WRTP Specific Plan EIR" model assumes that the Project's off-road construction equipment fleet would meet Tier 4 Final emissions standards (see excerpts below) (Appendix B, pp. 3-4, 35-36, 67-68, 108, 140, 172).

Table Name	Column Name	Default Value	New Value
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	3.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	4.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	9.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	1.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	NumberOfEquipmentMitigated	0.00	2.00
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
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tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final
tblConstEquipMitigation	Tier	No Change	Tier 4 Final

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As you can see in the excerpt above, the model assumes that 30 pieces of off-road construction equipment would meet Tier 4 Final emission standards. As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.[11] According to the "User Entered Comments and Non-Default Data" table, the justification provided for these changes is:

> "Construction mitigation of equipment that meets Tier 3 or better emissions standards, water exposed areas at least twice daily, reduced vehicle speed to 15mph, and clean paved roadways" (Appendix B, pp. 3, 35, 67, 107, 139, 171).

[11] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 2, 9

Furthermore, the DEIR incorporates Mitigation Measure ("MM") 3.3-2b, which states:

> "Construction contractors shall adhere to the following requirements:
>
> a. Maintain all construction equipment properly according to manufacturer's specifications.
> b. Fuel all off-road and portable diesel-powered equipment with CARB-certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
> c. Comply with the State On-Road Regulation by using on-road heavy-duty equipment that meet or exceed CARB's *Tier 4* standard for *on-road* heavy-duty diesel engines" (emphasis added) (p. 0-12).

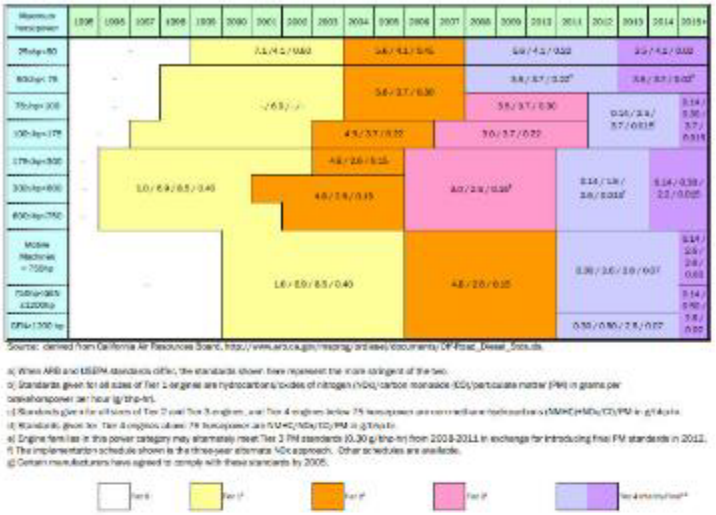
313-7 (Cont'd)

However, the inclusion of Tier 4 Final emission standards remain unsupported for two reasons.

First, MM 3.3-2b requires only *on-road* heavy-duty diesel engines to meet or exceed Tier 4 emissions standards. As such, the model's assumption that the Project's *off-road* construction equipment fleet would meet Tier 4 Final emissions standards is incorrect.

Second, MM 3.3-2b fails to specify that the Project would require the more efficient Tier 4 *Final* emission standards. The United States Environmental Protection Agency ("U.S. EPA") has slowly adopted more stringent standards to lower the emissions from off-road construction equipment. Since 1994, Tier 1, Tier 2, Tier 3, Tier 4 *Interim*, and Tier 4 *Final* construction equipment have been phased in over time. Tier 4 *Final* represents the *cleanest* burning equipment and therefore has the lowest emissions compared to other tiers, including Tier 4 *Interim* equipment (see excerpt below):[12]

[12] "San Francisco Clean Construction Ordinance Implementation Guide for San Francisco Public Projects." August 2015, *available at:* https://www.sfdph.org/dph/files/EHSdocs/AirQuality/San_Francisco_Clean_Construction_Ordinance_2015.pdf, p. 6



3B-7 (Cont'd)

As demonstrated in the figure above, Tier 4 *Interim* equipment has higher emission levels than Tier 4 *Final* equipment. Therefore, by modeling construction emissions assuming a full Tier 4 *Final* equipment fleet, the DEIR fails to account for higher emissions that may occur as a result of the use of Tier 4 *Interim* equipment. Since MM 3.3-2b fails to specify whether the Project would use Tier 4 *Interim* or Tier 4 *Final* equipment, it is incorrect to model emissions assuming that the more efficient Tier 4 *Final* equipment would be implemented. Until the DEIR demonstrates that the Project requires all *off-road* construction equipment to meet or exceed Tier 4 *Final* emissions standards, the DEIR's modeling should not be relied upon to determine Project significance.

Failure to Implement All Feasible Mitigation to Reduce Emissions

As discussed above, the DEIR's air quality analysis relies upon an incorrect and unsubstantiated air model to determine the significance of the Project's criteria air pollutant emissions. However, despite the DEIR's reliance upon a flawed air model, the Project's construction-related and operational criteria air pollutant emissions estimates indicate a significant air quality impact. Specifically, the DEIR concludes that the Project's construction-related PM_{10}, as well as operational ROG, NO_x, and PM_{10}, emissions would exceed the applicable YSAQMD thresholds (see excerpts below) (p. 3.3-29, Table 3.3-4; p. 3.3-30, Table 3.3-5).

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Table 3.3-4. Mitigated Maximum Criteria Air Pollutant and Precursor Construction-Related Emissions[1]

Emissions Source and Threshold Consideration	ROG Emissions (tons per year)	NO_x Emissions (tons per year)	ROG Emissions (pounds per day)	NO_x Emissions (pounds per day)	$PM_{2.5}$ Emissions (pounds per day)	PM_{10} Emissions (pounds per day)
WRTP Specific Plan Area + Off-site South Regional Pond Development in the Year 2021 [2]	2	5	14	41	23	135.0
Caltrans Off-site Improvement Area	0.3	0.6	5	52	12	37
YSAQMD Threshold of Significance	10	10	-	-	-	80
Exceeds Threshold?	No	No	NA	NA	NA	Yes

Table 3.3-5. Mitigated Maximum Criteria Air Pollutant and Precursor Operations-Related Emissions[1]

Emissions Source and Threshold Consideration	ROG Emissions (tons per year)	NO_x Emissions (tons per year)	ROG Emissions (pounds per day)	NO_x Emissions (pounds per day)	$PM_{2.5}$ Emissions (pounds per day)	PM_{10} Emissions (pounds per day)
Area	22	1	163	29	76	76
Energy	0.3	3	2	14	1	1
Mobile	5	52	37	340	49	179
Total Operational Emissions [2]	27	56	202	383	126	256
YSAQMD Threshold of Significance	10	10	-	-	-	80
Exceeds Threshold?	Yes	Yes	NA	NA	NA	Yes

3B-8 (Cont'd)

As a result, the DEIR concludes that the Project's construction-related and operational criteria air pollutant emissions would be significant-and-unavoidable (p. 3.3-30 - 3.3-31). However, while we agree that the Project's operational criteria air pollutant emissions would result in a significant air quality impact, the DEIR's conclusion that these impacts are "significant and unavoidable" is incorrect. According to CEQA Guidelines § 15096(g)(2):

> "When an EIR has been prepared for a project, the Responsible Agency shall not approve the project as proposed if the agency finds any feasible alternative or feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the project would have on the environment."

As you can see, an impact can only be labeled as significant and unavoidable after *all available, feasible mitigation* is considered. Here, while the DEIR includes Mitigation Measures ("MM(s)") 3.3-2a through 3.3-2d, the DEIR fails to implement *all feasible* mitigation (p. 0-11 – 0-12). Therefore, the DEIR's conclusion that the Project's air quality impacts are significant-and-unavoidable is unsubstantiated. To reduce the Project's air quality impacts to the maximum extent possible, additional feasible mitigation measures should be incorporated, such as those suggested in the section of this letter titled "Feasible Mitigation Measures Available to Reduce Emissions." Thus, the Project should not be approved until an updated EIR is prepared, including updated, accurate air modeling, as well as incorporating all feasible mitigation to reduce emissions to less-than-significant levels.

Updated Analysis Indicates Additional Significant Air Quality Impact

In an effort to more accurately estimate the Project's construction-related emissions, we prepared an updated CalEEMod model, using the Project-specific information provided by the DEIR. In our updated model, we omitted the unsubstantiated changes to the default percent paved values and excluded the Tier 4 Final off-road equipment mitigation.

Our updated analysis estimates that the Project's construction-related NO_x emissions exceed the applicable YSAQMD threshold of 10 tons per year ("tons/year"), as referenced by the DEIR (see table below) (p. 3.3-29).

Model	NO_x
DEIR Construction	5
SWAPE Construction	40.50
% Increase	710%
YSAQMD Threshold (tons/year)	**10**
Threshold Exceeded?	***Yes***

As you can see in the excerpt above, the Project's construction-related NO_x emissions, as estimated by SWAPE, increase by approximately 710% and exceed the applicable YSAQMD significance threshold. Thus, our model demonstrates that the Project would result in a potentially significant air quality impact that was not previously identified or addressed in the DEIR. As a result, an updated EIR should be prepared to adequately assess and mitigate the potential air quality impacts that the Project may have on the surrounding environment.

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Diesel Particulate Matter Health Risk Emissions Inadequately Evaluated

Regarding the potential health risk impacts associated with construction and operation of the Specific Plan, the DEIR implements Mitigation Measure ("MM") 3.3-3c, which states:

> "For projects with the potential to generate substantial TAC emissions or expose sensitive receptors to substantial TAC pollutant concentrations, the City will require a site-specific analysis for construction and/or operational activities, and appropriate mitigation, as necessary, to ensure that sensitive receptors are not exposed to substantial pollutant concentrations" (p. 3.3-41).

As demonstrated in the excerpt above, MM 3.3-3c requires future projects with the potential of generating substantial toxic air contaminant ("TAC") emissions to conduct construction and operational health risk analyses ("HRA(s)"). As a result, the DEIR states:

> "Implementation of Mitigation Measure 3.3-3c would ensure that future development that could generate TAC emissions during operations would evaluate and mitigate TAC emissions to ensure that sensitive receptors are not exposed to substantial TAC concentrations. This evaluation and mitigation design is only possible once project-specific details for the TAC-generating use and the sensitive receptors are known. With the feasible actions outlined that

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have been demonstrated to substantially reduce exposure to TAC emissions and the clear performance standards included in this mitigation, with implementation of mitigation, this impact would be reduced to a **less-than-significant** level" (p. 3.3-43).

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However, the DEIR's evaluation of the Project's potential health risk impacts, as well as the subsequent less-than-significant impact conclusion, is insufficient, as the DEIR fails to define the criteria that requires future development to prepare construction and operational HRAs. Rather, the DEIR vaguely claims that "projects with the potential to generate substantial TAC emissions" will be required to prepare site-specific analyses. However, without defining the Project conditions that would result in substantial TACs, the DEIR fails to ensure that all future development would make a reasonable effort to connect Project-generated TAC emissions to the potential health risks posed to nearby, sensitive receptors. As such, we cannot verify that the DEIR is consistent with CEQA's requirement to correlate the increase in emissions generated by construction and operation of the Specific Plan with the potential adverse impacts on human health.

Greenhouse Gas

Failure to Adequately Evaluate Greenhouse Gas Emissions

The DEIR relies upon the Project's consistency with the City's Climate Action Plan ("CAP") in order to conclude that the Project would result in a less-than-significant greenhouse gas ("GHG") impact (p. 3.5-26). Specifically, the DEIR states:

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> "The WRTP Specific Plan is consistent with the City's 2035 CAP, and the CAP identifies reduction measures that would achieve reductions that would, based on substantial evidence, avoid a cumulatively considerable contribution to the significant cumulative impact of global climate change. Therefore, as provided by CEQA Guidelines section 15183.5(b), the WRTP Specific Plan would not result in an incremental contribution to a cumulative effect and no additional CEQA review is required" (p. 3.5-26).

However, review of the City's CAP reveals that the Project is inconsistent with numerous measures, including but not limited to those listed below:

City of Woodland Hills CAP Compliance Checklist[13]	
Measure	**Consistency**
Energy	
E-1 Lighting Efficiency Upgrades *Require that new construction include LED lights, solar tubes or skylights in windowless internal rooms, and consideration of room orientation to maximize the use of natural lighting.*	Here, the Compliance Checklist states: "Per the Design Standards and Design Guidelines contained in WRTP Specific Plan Section 3.5.12 for all residential district zones, standard D.4. states that home and building design and placement should take advantage of passive solar opportunities. In addition, standard B.1. of the Design Standards and Design Guidelines contained

[13] "Final 2035 Climate Action Plan." City of Woodland, May 2017, *available at:* https://www.cityofwoodland.org/DocumentCenter/View/834/Climate-Action-Plan-PDF, p. 5-4.

in WRTP Specific Plan Section 3.5.3, for all zones within the Research and Technology Park District, states that "[a] comprehensive approach to energy conservation should be employed in individual projects (new construction and/or expansion), in ongoing operations and use, as well as in collaboration with other campus-wide initiatives that may be developed, including the following strategies:" and goes on to identify suggested strategies including the design of work places to support direct access to natural light for as many occupants as possible and the use of energy-efficient appliances and lighting that meet, at a minimum, CalGreen Code Tier 1 standards." (p. 3.5-22, Table 3.5-2).

However, this response is insufficient. According to the City's CAP:

> "To be determined consistent with the CAP, a project must demonstrate that it is included in the growth projections upon which the CAP modeling is based and that *it incorporates applicable strategies and measures from the CAP as binding and enforceable components of the project*. Symbols used in the listings of actions in Chapters 4A-4F are intended to help identify applicable strategies and actions" (emphasis added).[14]

Thus, the applicable strategies included in the City's CAP should be binding and enforceable components of the Project. However, while the Compliance Checklist states that the Project would "take advantage of passive solar opportunities," apply a comprehensive approach to energy conservation, and meet CalGreen Code Tier 1 standards, the DEIR fails to include these actions as mitigation measures. As a result, these actions are not binding and enforceable components of the Project. According to the AEP *CEQA Portal Topic Paper* on mitigation measures:

> "While not "mitigation", a good practice is *to include those project design feature(s) that address environmental impacts in the mitigation monitoring and reporting program (MMRP)*. Often the MMRP is all that accompanies building and construction plans through the permit process. If the design features are not listed as important to addressing an environmental impact, *it is easy for someone not involved in the original environmental process to approve a change to the*

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[14] "Final 2035 Climate Action Plan." City of Woodland, May 2017, *available at:* https://www.cityofwoodland.org/DocumentCenter/View/834/Climate-Action-Plan-PDF, p. 5-4.

	project that could eliminate one or more of the design features without understanding the resulting environmental impact" (emphasis added).[15] As you can see in the excerpt above, project design features are not mitigation measures and *may be eliminated from the Project's design*. Here, as the DEIR fails to require these actions via mitigation, we cannot guarantee that they would be implemented, monitored, and enforced on the Project site. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
E-2 Appliance/Equipment Upgrades *Support/promote group purchasing programs for discounted energy-efficient appliance and equipment replacements. Promote residential programs such as PG&E's Energy Savings Assistance Program to help low-income homeowners and renters manage energy use and energy costs through free or low-cost upgrades to more energy-efficient appliances, lighting, and building features. Conduct education and outreach to promote rebates, incentives, and other programs as they become available, and use available information on rebates used by consumers to determine where to focus education and outreach. Provide information on equipment upgrade benefits, rebates, and energy-efficiency assistance from Yolo Energy Watch and other programs as part of the business license renewal process.*	Here, the Compliance Checklist fails to mention or address this measure whatsoever. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
E-3 Comprehensive Building Efficiency *Promote sustainable construction and development practices contained in the CalGreen Code, such as using cool roofs, vegetation, and permeable or other special pavements where appropriate to reduce heat-island effects on and around buildings.*	Here, the Compliance Checklist states: "See consistency discussion for CAP Strategy E-1. An additional energy conservation strategy provided in Section 3.5.3 of the WRTP Specific Plan includes the use of street trees, shading devices, cool pavements in parking lots, and cool roofs for all zones within the Research and Technology Park District, to reduce heat gain and reduce the urban heat island effect. Similarly, standard D.1. of WRTP Specific Plan Section 3.5.12 for all residential district zones encourages '[e]nergy conservation strategies including window shading devices, selection of colors to reduce heat gain, energy efficient case windows, cool roofs, high-quality insulation and radiant

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[15] "CEQA Portal Topic Paper Mitigation Measures." AEP, February 2020, *available at:* https://ceqaportal.org/tp/CEQA%20Mitigation%202020.pdf, p. 6.

	barriers, solar panels, and other features'" (p. 3.5-22, Table 3.5-2). However, this response is insufficient. As previously discussed, in order to determine consistency with the City's CAP, the applicable strategies and measures included in the City's CAP must be binding and enforceable components of the Project. However, while the Compliance Checklist claims that the Project includes the use of street trees, shading devices, cool pavements in parking lots, and cool roofs, as well as encourages energy conservation strategies, the DEIR fails to include these actions as mitigation measures. As previously discussed, project design features are not mitigation measures and *may be eliminated from the Project's design*. As the DEIR fails to require these actions via mitigation, these actions are not binding and enforceable components of the Project. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
E-4 Improved Building Temperature Controls *Encourage innovative site designs and building orientations for new construction that incorporate passive and active solar designs and natural cooling techniques. Require that natural temperature-control factors, such as cross ventilation, wind protection, and shade, be considered in site and building design for new construction.*	Here, the Compliance Checklist states: "See consistency discussion for CAP Strategy E-3" (p. 3.5-22, Table 3.5-2). However, this response is insufficient. As previously discussed, in order to determine consistency with the City's CAP, the applicable strategies and measures included in the City's CAP must be binding and enforceable components of the Project. However, while the Compliance Checklist claims that the Project includes the use of street trees, shading devices, cool pavements in parking lots, and cool roofs, as well as encourages energy conservation strategies, the DEIR fails to include these actions as mitigation measures. As previously discussed, project design features are not mitigation measures and *may be eliminated from the Project's design*. As the DEIR fails to require these actions via mitigation, these actions are not binding and enforceable components of the Project. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
E-5 Energy Conservation Education *Conduct or promote competitions and rewards for reducing household energy use. Promote recognition programs for energy-efficient businesses. Provide information on energy conservation, the benefits of energy-efficiency upgrades, rebates, and energy-*	Here, the Compliance Checklist fails to mention or address this measure whatsoever. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.

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efficiency assistance from Yolo Energy Watch and other programs as part of the business license renewal process. Provide information to educate the public on the connection between water conservation and energy conservation. Work with PG&E and other organizations as appropriate to establish a pilot program that provides customers with access to real-time data on energy use and uses analytical software that provides information about different energy loads, "vampire" appliances, and anomalies in energy use. Partner with Yolo Energy Watch, PG&E, and other organizations to conduct public outreach and education campaigns to encourage energy conservation.	
E-6 Renewable Energy Generation and Procurement *Encourage initial residential sizing of solar installations at 3 kW or larger to accommodate EV charging and achieve net zero carbon footprint without future need to increase inverter. Increase the percentage of homes in new development that are solar ready and/or that have solar water heaters, up to 100% by 2020.*	Here, the Compliance Checklist states: "WRTP Specific Plan standard D.1 of Section 3.5.12 states that "[a]ll housing unites shall be pre-wired for electric vehicle and solar PV systems." In addition, Specific Plan Policy 2.2.3(3) requires all residential development provide EV-capable facilities in all garages and parking facilities. In addition, Chapter 3 of the WRTP Specific Plan contains sustainable design standards and design guidelines, including requiring that all development strives to meet net zero energy consumption through incorporation of conservation measures above Title 24 standards" (p. 3.5-22, Table 3.5-2). However, this response is insufficient. As previously discussed, in order to determine consistency with the City's CAP, the applicable strategies and measures included in the City's CAP must be binding and enforceable components of the Project. However, while the Compliance Checklist claims that "[a]ll housing unites shall be pre-wired for electric vehicle and solar PV systems," "Specific Plan Policy 2.2.3(3) requires all residential development provide EV-capable facilities in all garages and parking facilities," and "the WRTP Specific Plan contains sustainable design standards and design guidelines," the DEIR fails to include these actions as mitigation measures. As previously discussed, project design features are not mitigation measures and *may be eliminated from the Project's design*. As the DEIR fails to require these actions via mitigation, these actions are not binding and enforceable components of the Project. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
Transportation and Land Use	

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T/LU-4 Reduced Motor Vehicle Trips *Partner with Yolo Farm to Fork, farmers markets, and other local agencies and organizations to promote connections with local agricultural producers and the sale and consumption of locally produced foods. Promote the Department of Housing and Urban Development Location Efficient Mortgage (LEM) program and similar programs that assist home buyers in purchasing homes that meet criteria for proximity to services and transit systems. Establish a program to engage the community in efforts to reduce vehicle miles traveled, including setting specific goals for participation, identifying and promoting programs, and rewarding positive results. Encourage telecommuting and live/work arrangements through policies and regulations that allow home occupations, home offices, and live/work uses, provided they are compatible with surrounding neighborhood uses and do not cause significant negative impacts.*	Here, the Compliance Checklist fails to mention or address this measure whatsoever. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
T/LU-5 Increased Mass Transit Use, Walking, and Bicycling *Provide a reduction of parking requirements to employers who effectively plan for and implement programs for alternative commute transportation. Require new multi-family developments to provide secure bicycle storage options and/or bicycle-share programs.*	Here, the Compliance Checklist states: "Standard G.6 of WRTP Specific Plan Section 3.5.3 provides for reduced parking demand, stating that "Projects shall demonstrate that parking reduction strategies have been incorporated to reduce on-site parking demand through Transportation Demand Management strategies such as but not limited to the following: Parking cash-out for employees; Subsidized transit passes or car sharing programs; dedicated parking spaces near building entrances for rideshare and carpools; guaranteed ride home program; alternative work week and flex-time schedules; telecommuting or work-at-home programs; dedicated employee housing; compliance with City VMT/TDM ordinance, as available; and participation in City VMT fee program, as available" (p. 3.5-23, Table 3.5-2). However, this response is insufficient. As previously discussed, in order to determine consistency with the City's CAP, the applicable strategies and measures included in the City's CAP must be binding and enforceable components of the Project. However, while the Compliance Checklist claims that "Standard G.6 of WRTP Specific Plan Section 3.5.3 provides for reduced parking demand," the DEIR fails to include this action as a mitigation measure. As previously discussed, project design features are not mitigation measures and *may be eliminated from the Project's design*. As the DEIR fails to require this action via

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	mitigation, this action is not a binding and enforceable component of the Project. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
T/LU-6 Reduced Vehicle Idling and Other Equipment Emissions *Promote Yolo-Solano Air Quality Management District rebates for reducing the use of gas-powered landscape equipment. Identify businesses with fleet vehicles that are subject to state idling restrictions and provide information to promote compliance with these requirements. Publicize information on idling-time regulations to promote citizen awareness and assistance in advocating for compliance. Conduct a study and prepare an implementation plan as appropriate for installing roundabouts at intersections or using other traffic control mechanisms that maintain or improve traffic safety while reducing idling time for vehicles. Encourage drive-through restaurants, pharmacies, and other drive-through services to post requests or requirements for vehicle engines to be shut off during extended waiting times.*	Here, the Compliance Checklist fails to mention or address this measure whatsoever. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
T/LU-7 Increased Use Of Alternative-Fuel Vehicles *Encourage developers to include EV charging infrastructure in new residential developments.*	Here, the Compliance Checklist states: "WRTP Specific Plan standard D.1 of Section 3.5.12 states that "[a]ll housing units shall be pre-wired for electric vehicle and solar PV systems." In addition, Specific Plan Policy 2.2.3(3) requires that all residential development provide EV-capable facilities in all garages and parking facilities" (p. 3.5-23, Table 3.5-2). However, this response is insufficient. As previously discussed, in order to determine consistency with the City's CAP, the applicable strategies and measures included in the City's CAP must be binding and enforceable components of the Project. However, while the Compliance Checklist claims that "[a]ll housing units shall be pre-wired for electric vehicle and solar PV systems," and "Policy 2.2.3(3) requires that all residential development provide EV-capable facilities in all garages and parking facilities," the DEIR fails to include these actions as mitigation measures. As previously discussed, project design features are not mitigation measures and *may be eliminated from the Project's design*. As the DEIR fails to require these actions via mitigation, these actions are not binding and enforceable components of the Project.

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	As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
Urban Forestry and Open Space	
UF-2 Increased Tree Planting *Require home construction in new developments to include two shade trees per home on the east, west, or south face of the home to provide energy savings, with trees located to prevent interference with solar Photo-Voltaic production.*	Here, the Compliance Checklist states: "WRTP Specific Plan Policy E.4 of Section 3.5.12 states that "[t]he design and location of trees and landscaping for homes should consider opportunities for solar access and solar panels, as well as, shading and ventilation on hot summer months" (p. 3.5-23, Table 3.5-2). However, this response is insufficient. As previously discussed, in order to determine consistency with the City's CAP, the applicable strategies and measures included in the City's CAP must be binding and enforceable components of the Project. However, while the Compliance Checklist indicates that, per WRTP Specific Plan Policy E.4 of Section 3.5.12, "[t]he design and location of trees and landscaping for homes should consider opportunities for solar access and solar panels, as well as, shading and ventilation on hot summer months," the DEIR fails to include this action as a mitigation measure. As previously discussed, project design features are not mitigation measures and *may be eliminated from the Project's design*. As the DEIR fails to require this action via mitigation, this action is not a binding and enforceable component of the Project. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
UF-3 Maintenance of Existing Trees *Make proper tree maintenance a focus of public outreach efforts for property owners, renters, and landscaping professionals to ensure awareness of City tree maintenance guidelines and best management practices for tree care. Provide business property owners with information on tree benefits and tree maintenance through the Chamber of Commerce and other community organizations. Prioritize maintenance of mature trees that already provide the highest energy- and GHG-reduction benefits. Adopt and implement a policy of no net loss of City-maintained trees: Every City tree removed or lost due to disease or other cause must be replaced within one year, either on the basis of trunk diameter or based on offsetting the canopy area of any tree removed with the aggregate canopy area of the*	Here, the Compliance Checklist fails to mention or address this measure whatsoever. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.

3B-11 (Cont'd)

replacement tree(s), estimated at two years following planting. Support code enforcement efforts where needed for ensuring the maintenance of trees and other landscaping in commercial developments. Update the City of Woodland Heritage Tree Ordinance to incorporate best practices and national standards for care of Woodland's heritage trees.	
Water and Solid Waste	
W/W-1 Increased Water Conservation *Continue to promote water conservation through targeted leakdetection assistance, education on indoor water-conserving devices and practices, landscape water reduction guidance, web and printed materials, and workshops. Provide information on water use patterns and comparative water use in utility bills to help water users understand consumption patterns and adjust water use. Encourage the conversion of turf to lowwater plantings in residential and commercial landscapes through workshops, tours, demonstrations, and literature. Work with real estate agents to provide new homeowners with information on energy and water efficiency tips and assistance programs and to promote using voluntary water audits that can be used in marketing properties. Demonstrate the use of attractive, drought-tolerant native landscaping at City-owned properties, including transitioning street plantings from grass to water-efficient ground covers or other drought-resistant plants. Work with Yolo Energy Watch and other programs to educate the public about the connection between water use and energy use.*	Here, the Compliance Checklist fails to mention or address this measure whatsoever. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.
W/W-2 Solid Waste Reduction and Waste Processing Improvements *Work with multifamily complex managers to educate tenants about recycling, significantly increase multifamily waste diversion, and reduce contamination of recyclables. Continue to actively promote backyard composting. Encourage consumers to consider product life cycles when purchasing goods and to select those that will not eventually contribute to landfill waste. Encourage local retailers, manufacturers, and construction contractors to donate unused surplus materials and slightly damaged goods to charities that can reuse them, such as Habitat for Humanity ReStores. Continue to promote a high level of recycling of construction and demolition debris. Establish residential and commercial programs for the collection of food waste for largescale processing as*	Here, the Compliance Checklist fails to mention or address this measure whatsoever. As a result, we are unable to verify the Project's consistency with the City's CAP, and the less-than-significant impact conclusion should not be relied upon.

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compost or into biofuels. Support the expansion of practical "extended producer responsibility" programs, which would require manufacturers to be responsible for their products that have reached the end of their useful life or that are left unused (e.g., unused pharmaceutical products), removing responsibility from local governments. Support policies to require reductions in packaging materials used for consumer products. Explore opportunities to assist Yolo County in pursuing project implementation financing (e.g., federal/state grants) of pilot project opportunities to test advanced methane capture technology and/or landfill waste operational practices.	

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As the above table indicates, the DEIR fails to provide sufficient information and analysis to determine Project consistency with all the measures required by the City's CAP. As a result, we cannot verify that the Project is consistent with the City's CAP, and the DEIR's less-than-significant GHG impact conclusion should not be relied upon. We recommend that an updated EIR include further information and analysis demonstrating the Project's consistency with the City's CAP.

Feasible Mitigation Measures Available to Reduce Emissions

Our analysis demonstrates that the Project would result in potentially significant air quality, health risk, and GHG impacts that should be mitigated further. In an effort to reduce the Project's emissions, we identified several mitigation measures that are applicable to the proposed Project. Feasible mitigation measures can be found in the Department of Justice Warehouse Project Best Practices document.[15] Therefore, to reduce the Project's emissions, consideration of the following measures should be made:

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- Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier 4 *Final* engines, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.
- Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.
- Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.
- Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.
- Limiting the amount of daily grading disturbance area.
- Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.

[15] "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act." State of California Department of Justice, *available at*: https://oag.ca.gov/sites/all/files/agweb/pdfs/environment/warehouse-best-practices.pdf, p. 6.

- Forbidding idling of heavy equipment for more than two minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Providing information on transit and ridesharing programs and services to construction employees. Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

Examples of measures to mitigate air quality and greenhouse gas impacts from operation include:

- Requiring that all facility-owned and operated fleet equipment with a gross vehicle weight rating greater than 14,000 pounds accessing the site meet or exceed 2010 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Facility operators shall maintain records on-site demonstrating compliance with this requirement and shall make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring all heavy-duty vehicles entering or operated on the project site to be zero-emission beginning in 2030.
- Requiring on-site equipment, such as forklifts and yard trucks, to be electric with the necessary electrical charging stations provided.
- Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the air district, and the building manager.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
- Constructing electric truck charging stations proportional to the number of dock doors at the project.
- Constructing electric plugs for electric transport refrigeration units at every dock door, if the warehouse use could include refrigeration.
- Constructing electric light-duty vehicle charging stations proportional to the number of parking spaces at the project.

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- Installing solar photovoltaic systems on the project site of a specified electrical generation capacity, such as equal to the building's projected energy needs.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
- Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.
- Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking.
- Achieving certification of compliance with LEED green building standards.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations.
- Posting signs at every truck exit driveway providing directional information to the truck route.
- Improving and maintaining vegetation and tree canopy for residents in and around the project area.
- Requiring that every tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARBapproved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants to use carriers that are SmartWay carriers.
- Providing tenants with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets.

These measures offer a cost-effective, feasible way to incorporate lower-emitting design features into the proposed Project, which subsequently, reduce emissions released during Project construction and operation. An updated EIR should be prepared to include all feasible mitigation measures, as well as include updated air quality, health risk, and GHG analyses to ensure that the necessary mitigation measures are implemented to reduce emissions to below thresholds. The EIR should also demonstrate a commitment to the implementation of these measures prior to Project approval, to ensure that the Project's significant emissions are reduced to the maximum extent possible.

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Disclaimer

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or

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otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

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Sincerely,

Matt Hagemann, P.G., C.Hg.

Paul E. Rosenfeld, Ph.D.

Attachment A: CalEEMod Output Files
Attachment B: Matt Hagemann C.V.
Attachment C: Paul E. Rosenfeld C.V.

WRTP Specific Plan EIR (Construction Only)

Yolo County, Annual

1.0 Project Characteristics

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1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Office Park	320.25	1000sqft	1.00	320,250.00	0
Research & Development	185.74	1000sqft	10.68	185,740.00	0
Industrial Park	302.98	1000sqft	17.40	302,980.00	0
City Park	6.58	Acre	6.58	286,407.00	0
Apartments Mid Rise	130.00	Dwelling Unit	6.40	130,000.00	372
Condo/Townhouse	157.00	Dwelling Unit	13.05	157,000.00	449
Single Family Housing	132.00	Dwelling Unit	21.98	237,600.00	378
Regional Shopping Center	17.88	1000sqft	2.05	17,880.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	6.6	**Precipitation Freq (Days)**	51
Climate Zone	3			**Operational Year**	2022
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Consistent with DEIR's model.

Construction Phase - Consistent with DEIR's model.

On-road Fugitive Dust - See SWAPE comment about percent paved values.

Grading -

Architectural Coating - Consistent with DEIR's model.

Vehicle Trips - Construction only.

Road Dust -

Woodstoves - Construction only.

Area Coating - Construction only.

Energy Use - Construction only.

Water And Wastewater - Construction only.

Solid Waste - Construction only.

Construction Off-road Equipment Mitigation - See SWAPE comment regarding Tier 4 emission standards. Fugitive dust construction-related mitigation consistent with DEIR's model.

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(Cont'd)

WRTP Specific Plan EIR (Construction Only) - Yolo County, Annual

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	150.00	10.00
tblArchitecturalCoating	EF_Nonresidential_Interior	150.00	10.00
tblArchitecturalCoating	EF_Parking	150.00	10.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	10.00
tblArchitecturalCoating	EF_Residential_Interior	100.00	10.00
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	14
tblConstDustMitigation	WaterUnpavedRoadMoistureContent	0	0.5
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	110.00	260.00
tblConstructionPhase	NumDays	1,550.00	260.00
tblConstructionPhase	NumDays	155.00	260.00
tblConstructionPhase	NumDays	110.00	260.00
tblConstructionPhase	NumDays	50.00	260.00
tblLandUse	LandUseSquareFeet	286,624.80	286,407.00
tblLandUse	LotAcreage	7.35	1.00
tblLandUse	LotAcreage	4.26	10.68
tblLandUse	LotAcreage	6.96	17.40
tblLandUse	LotAcreage	3.42	6.40
tblLandUse	LotAcreage	9.81	13.05
tblLandUse	LotAcreage	42.86	21.98
tblLandUse	LotAcreage	0.41	2.05

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2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	2.6449	18.7822	14.0583	0.0355	103.9986	0.7611	104.4577	11.9232	0.7040	12.6272	0.0000	3,190.150 9	3,190.150 9	0.5816	0.0000	3,204.690 4
Maximum	2.6449	18.7822	14.0583	0.0355	103.9986	0.7611	104.4577	11.9232	0.7040	12.6272	0.0000	3,190.150 9	3,190.150 9	0.5816	0.0000	3,204.690 4

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	2.6449	18.7822	14.0583	0.0355	65.0957	0.7611	65.8568	8.0470	0.7040	8.7510	0.0000	3,190.148 8	3,190.148 8	0.5816	0.0000	3,204.688 3
Maximum	2.6449	18.7822	14.0583	0.0355	65.0957	0.7611	65.8568	8.0470	0.7040	8.7510	0.0000	3,190.148 8	3,190.148 8	0.5816	0.0000	3,204.688 3

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	37.22	0.00	36.85	32.51	0.00	30.70	0.00	0.00	0.00	0.00	0.00	0.00

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(Cont'd)

WRTP Specific Plan EIR (Construction Only) - Yolo County, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	1-1-2021	3-31-2021	5.3099	5.3099
2	4-1-2021	6-30-2021	5.3531	5.3531
3	7-1-2021	9-30-2021	5.4120	5.4120
		Highest	5.4120	5.4120

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	34.2347	0.6305	39.0684	0.0659		4.9279	4.9279		4.9279	4.9279	470.8869	128.4274	600.2883	0.4812	0.0349	622.7197
Energy	0.1249	1.1128	0.7647	6.8200e-003		0.0863	0.0863		0.0863	0.0863	0.0000	4,403.604 3	4,403.604 3	0.1689	0.0523	4,423.361 9
Mobile	2.6087	19.5585	27.1454	0.1114	488.1068	0.0925	488.1993	48.9373	0.0869	50.0243	0.0000	10,293.84 52	10,293.84 52	0.4523	0.0000	10,305.15 16
Waste						0.0000	0.0000		0.0000	0.0000	197.5263	0.0000	197.5263	11.6971	0.0000	490.3541
Water						0.0000	0.0000		0.0000	0.0000	79.3395	450.5511	529.8905	8.0686	0.1942	798.4279
Total	36.9683	21.2027	65.9985	0.1821	488.1068	5.1066	493.2134	49.9373	5.1011	55.0384	747.1317	15,277.42 79	16,024.55 96	20.8641	0.2014	16,630.01 41

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(Cont'd)

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	34.2347	0.5305	38.0694	0.0839		4.9279	4.9279		4.9279	4.9279	470.0859	129.4274	600.2985	0.4812	0.0349	622.7107
Energy	0.1249	1.1129	0.7947	8.9200e-003		0.0863	0.0863		0.0863	0.0863	0.0000	4,403.6043	4,403.6043	0.1869	0.0823	4,423.3619
Mobile	2.8097	19.5585	27.1454	0.1114	466.1069	0.0925	466.1995	49.9873	0.0869	50.0243	0.0000	10,283.8402	10,283.8402	0.4523	0.0000	10,305.1516
Waste						0.0000	0.0000		0.0000	0.0000	197.9263	0.0000	197.9263	11.6971	0.0000	490.3541
Water						0.0000	0.0000		0.0000	0.0000	78.3395	450.5511	528.8905	8.0666	0.1942	788.4279
Total	36.9693	21.2027	65.9985	0.1821	466.1068	5.1066	471.2134	49.9873	5.1011	55.0384	747.1317	15,277.4279	16,024.5596	20.3841	0.2814	16,830.0141

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

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(Cont'd)

WRTP Specific Plan EIR (Construction Only) - Yolo County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2021	12/30/2021	5	260	
2	Grading	Grading	1/1/2021	12/30/2021	5	260	
3	Building Construction	Building Construction	1/1/2021	12/30/2021	5	260	
4	Paving	Paving	1/1/2021	12/30/2021	5	260	
5	Architectural Coating	Architectural Coating	1/1/2021	12/30/2021	5	260	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 650

Acres of Paving: 0

Residential Indoor: 1,062,315; Residential Outdoor: 354,105; Non-Residential Indoor: 1,240,245; Non-Residential Outdoor: 413,415; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

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(Cont'd)

WRTP Specific Plan EIR (Construction Only) - Yolo County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

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(Cont'd)

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	669.00	227.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	134.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

3.2 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.3486	0.0000	2.3486	1.2910	0.0000	1.2910	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.5055	5.2646	2.7501	4.9400e-003		0.2658	0.2658		0.2445	0.2445	0.0000	434.6643	434.6643	0.1406	0.0000	438.1788
Total	0.5055	5.2646	2.7501	4.9400e-003	2.3486	0.2658	2.6144	1.2910	0.2445	1.5355	0.0000	434.6643	434.6643	0.1406	0.0000	438.1788

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(Cont'd)

3.2 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.6800e-003	4.9500e-003	0.0520	1.6000e-004	1.7769	1.1000e-004	1.7770	0.1800	1.0000e-004	0.1801	0.0000	14.5998	14.5998	3.4000e-004	0.0000	14.6083
Total	**7.6800e-003**	**4.9500e-003**	**0.0520**	**1.6000e-004**	**1.7769**	**1.1000e-004**	**1.7770**	**0.1800**	**1.0000e-004**	**0.1801**	**0.0000**	**14.5998**	**14.5998**	**3.4000e-004**	**0.0000**	**14.6083**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.3486	0.0000	2.3486	1.2910	0.0000	1.2910	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.5055	5.2646	2.7501	4.8400e-003		0.2658	0.2658		0.2445	0.2445	0.0000	434.6639	434.6639	0.1406	0.0000	438.1785
Total	**0.5055**	**5.2646**	**2.7501**	**4.8400e-003**	**2.3486**	**0.2658**	**2.6144**	**1.2910**	**0.2445**	**1.5355**	**0.0000**	**434.6638**	**434.6638**	**0.1406**	**0.0000**	**438.1783**

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3.2 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.6800e-003	4.9500e-003	0.0520	1.6000e-004	1.0923	1.1000e-004	1.0924	0.1113	1.0000e-004	0.1114	0.0000	14.5998	14.5998	3.4000e-004	0.0000	14.6083
Total	7.6800e-003	4.9500e-003	0.0520	1.6000e-004	1.0923	1.1000e-004	1.0924	0.1113	1.0000e-004	0.1114	0.0000	14.5998	14.5998	3.4000e-004	0.0000	14.6083

3.3 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.1275	0.0000	1.1275	0.4676	0.0000	0.4676	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.5449	6.0320	4.0142	8.0600e-003		0.2581	0.2581		0.2375	0.2375	0.0000	708.4348	708.4348	0.2291	0.0000	714.1628
Total	0.5449	6.0320	4.0142	8.0600e-003	1.1275	0.2581	1.3856	0.4676	0.2375	0.7050	0.0000	708.4348	708.4348	0.2291	0.0000	714.1628

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(Cont'd)

3.3 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.5300e-003	5.5000e-003	0.0577	1.8000e-004	1.9743	1.2000e-004	1.9744	0.2001	1.1000e-004	0.2002	0.0000	16.2220	16.2220	3.8000e-004	0.0000	16.2314
Total	**8.5300e-003**	**5.5000e-003**	**0.0577**	**1.8000e-004**	**1.9743**	**1.2000e-004**	**1.9744**	**0.2001**	**1.1000e-004**	**0.2002**	**0.0000**	**16.2220**	**16.2220**	**3.8000e-004**	**0.0000**	**16.2314**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.1275	0.0000	1.1275	0.4675	0.0000	0.4675	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.5449	6.0320	4.0142	8.0600e-003		0.2581	0.2581		0.2375	0.2375	0.0000	708.4339	708.4339	0.2291	0.0000	714.1620
Total	**0.5449**	**6.0320**	**4.0142**	**8.0600e-003**	**1.1275**	**0.2581**	**1.3856**	**0.4675**	**0.2375**	**0.7050**	**0.0000**	**708.4339**	**708.4339**	**0.2291**	**0.0000**	**714.1620**

3B-14 (Cont'd)

3.3 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.5300e-003	5.5000e-003	0.0577	1.8000e-004	1.2138	1.2000e-004	1.2138	0.1237	1.1000e-004	0.1238	0.0000	16.2220	16.2220	3.8000e-004	0.0000	16.2314
Total	**8.5300e-003**	**5.5000e-003**	**0.0577**	**1.8000e-004**	**1.2138**	**1.2000e-004**	**1.2138**	**0.1237**	**1.1000e-004**	**0.1238**	**0.0000**	**16.2220**	**16.2220**	**3.8000e-004**	**0.0000**	**16.2314**

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3.4 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2471	2.2682	2.1548	3.5000e-003		0.1246	0.1246		0.1172	0.1172	0.0000	301.1285	301.1285	0.0727	0.0000	302.9447
Total	**0.2471**	**2.2682**	**2.1548**	**3.5000e-003**		**0.1246**	**0.1246**		**0.1172**	**0.1172**	**0.0000**	**301.1285**	**301.1285**	**0.0727**	**0.0000**	**302.9447**

3.4 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0783	3.1060	0.5277	7.9800e-003	16.7199	7.0000e-003	16.7269	1.6027	6.7000e-003	1.6094	0.0000	758.1268	758.1268	0.0365	0.0000	759.0383
Worker	0.2853	0.1840	1.9307	6.0000e-003	66.0408	4.1100e-003	66.0449	6.6916	3.7800e-003	6.6954	0.0000	542.6246	542.6246	0.0127	0.0000	542.9417
Total	0.3646	3.2900	2.4584	0.0140	81.7606	0.0111	81.7717	8.2942	0.0105	8.3047	0.0000	1,300.7504	1,300.7504	0.0492	0.0000	1,301.9810

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2471	2.2682	2.1548	3.5000e-003		0.1246	0.1246		0.1172	0.1172	0.0000	301.1281	301.1281	0.0727	0.0000	302.9443
Total	0.2471	2.2682	2.1548	3.5000e-003		0.1246	0.1246		0.1172	0.1172	0.0000	301.1281	301.1281	0.0727	0.0000	302.9443

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3B-14 (Cont'd)

3.4 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0783	3.1060	0.5277	7.9800e-003	9.6762	7.0000e-003	9.6832	0.9608	6.7000e-003	1.0026	0.0000	758.1268	758.1268	0.0365	0.0000	759.0393
Worker	0.2863	0.1840	1.9307	6.0000e-003	40.5859	4.1100e-003	40.6000	4.1365	3.7800e-003	4.1403	0.0000	542.6248	542.6248	0.0127	0.0000	542.9417
Total	0.3646	3.2900	2.4584	0.0140	50.2721	0.0111	50.2832	5.1323	0.0105	5.1427	0.0000	1,300.7504	1,300.7504	0.0492	0.0000	1,301.9810

3.5 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1832	1.6795	1.9049	2.9600e-003		0.0861	0.0861		0.0811	0.0811	0.0000	260.3052	260.3052	0.0842	0.0000	262.4099
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.1832	1.6795	1.9049	2.9600e-003		0.0861	0.0861		0.0811	0.0811	0.0000	260.3052	260.3052	0.0842	0.0000	262.4099

3.5 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.4000e-005	4.1300e-003	0.0433	1.3000e-004	1.4607	9.0000e-005	1.4608	0.1500	8.0000e-005	0.1501	0.0000	12.1665	12.1665	2.6000e-004	0.0000	12.1738
Total	8.4000e-003	4.1300e-003	0.0433	1.3000e-004	1.4607	9.0000e-005	1.4608	0.1500	8.0000e-005	0.1501	0.0000	12.1665	12.1665	2.6000e-004	0.0000	12.1738

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1632	1.6795	1.9049	2.9600e-003		0.0881	0.0881		0.0811	0.0811	0.0000	260.3049	260.3049	0.0842	0.0000	262.4096
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.1632	1.6795	1.9049	2.9600e-003		0.0881	0.0881		0.0811	0.0811	0.0000	260.3049	260.3049	0.0842	0.0000	262.4096

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3.5 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.4000e-003	4.1300e-003	0.0433	1.3000e-004	0.9102	8.0000e-005	0.9103	0.0828	8.0000e-005	0.0828	0.0000	12.1665	12.1665	2.8000e-004	0.0000	12.1736
Total	8.4000e-003	4.1300e-003	0.0433	1.3000e-004	0.9102	8.0000e-005	0.9103	0.0828	8.0000e-005	0.0828	0.0000	12.1665	12.1665	2.8000e-004	0.0000	12.1736

3.6 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.7115					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0285	0.1995	0.2363	3.9000e-004		0.0122	0.0122		0.0122	0.0122	0.0000	33.1923	33.1923	2.2800e-003	0.0000	33.2492
Total	0.7400	0.1995	0.2363	3.9000e-004		0.0122	0.0122		0.0122	0.0122	0.0000	33.1923	33.1923	2.2800e-003	0.0000	33.2492

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(Cont'd)

3.6 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0571	0.0389	0.3867	1.2000e-003	13.2279	8.2000e-004	13.2287	1.3403	7.6000e-004	1.3411	0.0000	108.6871	108.6871	2.5400e-003	0.0000	108.7507
Total	**0.0571**	**0.0389**	**0.3867**	**1.2000e-003**	**13.2279**	**8.2000e-004**	**13.2287**	**1.3403**	**7.6000e-004**	**1.3411**	**0.0000**	**108.6871**	**108.6871**	**2.5400e-003**	**0.0000**	**108.7507**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.7115					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0285	0.1985	0.2363	3.9000e-004		0.0122	0.0122		0.0122	0.0122	0.0000	33.1923	33.1923	2.2800e-003	0.0000	33.2492
Total	**0.7400**	**0.1985**	**0.2363**	**3.9000e-004**		**0.0122**	**0.0122**		**0.0122**	**0.0122**	**0.0000**	**33.1923**	**33.1923**	**2.2800e-003**	**0.0000**	**33.2492**

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3.6 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0571	0.0369	0.3867	1.2000e-003	8.1313	8.2000e-004	8.1321	0.8285	7.6000e-004	0.8293	0.0000	108.6871	108.6871	2.5400e-003	0.0000	108.7507
Total	**0.0571**	**0.0369**	**0.3867**	**1.2000e-003**	**8.1313**	**8.2000e-004**	**8.1321**	**0.8285**	**7.6000e-004**	**0.8293**	**0.0000**	**108.6871**	**108.6871**	**2.5400e-003**	**0.0000**	**108.7507**

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4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	2.8087	19.5595	27.1454	0.1114	466.1098	0.0825	466.1923	49.9375	0.0669	50.0243	0.0000	10,293.84 52	10,293.84 52	0.4523	0.0000	10,305.15 15
Unmitigated	2.8087	19.5595	27.1454	0.1114	466.1098	0.0825	466.1923	49.9375	0.0669	50.0243	0.0000	10,293.84 52	10,293.84 52	0.4523	0.0000	10,305.15 15

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4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	864.50	830.70	761.80	2,217,498	2,217,498
City Park	12.44	149.72	110.15	86,036	86,036
Condo/Townhouse	912.17	890.19	759.86	2,328,437	2,328,437
Industrial Park	2,089.22	754.37	221.16	4,049,170	4,049,170
Office Park	3,657.26	525.21	243.39	5,976,060	5,976,060
Regional Shopping Center	763.48	893.48	451.29	1,046,441	1,046,441
Research & Development	1,506.35	352.91	206.17	2,537,477	2,537,477
Single Family Housing	1,256.64	1,308.12	1137.84	3,272,510	3,272,510
Total	11,042.05	5,704.66	3,891.68	21,513,629	21,513,629

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3
City Park	10.00	5.00	7.00	33.00	48.00	19.00	66	28	6
Condo/Townhouse	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3
Industrial Park	10.00	5.00	7.00	59.00	28.00	13.00	79	19	2
Office Park	10.00	5.00	7.00	33.00	48.00	19.00	82	15	3
Regional Shopping Center	10.00	5.00	7.00	16.30	64.70	19.00	54	35	11
Research & Development	10.00	5.00	7.00	33.00	48.00	19.00	82	15	3
Single Family Housing	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3

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(Cont'd)

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.492305	0.039568	0.209718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000759	0.000791
City Park	0.492305	0.039568	0.209718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000759	0.000791
Condo/Townhouse	0.492305	0.039568	0.209718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000759	0.000791
Industrial Park	0.492305	0.039568	0.209718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000759	0.000791
Office Park	0.492305	0.039568	0.209718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000759	0.000791
Regional Shopping Center	0.492305	0.039568	0.209718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000759	0.000791
Research & Development	0.492305	0.039568	0.209718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000759	0.000791
Single Family Housing	0.492305	0.039568	0.209718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000759	0.000791

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

WRTP Specific Plan EIR (Construction Only) - Yolo County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	3,167.0836	3,167.0836	0.1432	0.0296	3,179.4932
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	3,167.0836	3,167.0836	0.1432	0.0296	3,179.4932
NaturalGas Mitigated	0.1249	1.1128	0.7847	6.6200e-003		0.0863	0.0863		0.0863	0.0863	0.0000	1,236.5207	1,236.5207	0.0237	0.0227	1,243.8867
NaturalGas Unmitigated	0.1249	1.1128	0.7847	6.6200e-003		0.0863	0.0863		0.0863	0.0863	0.0000	1,236.5207	1,236.5207	0.0237	0.0227	1,243.8867

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(Cont'd)

5.2 Energy by Land Use - NaturalGas

Unmitigated

3B-14
(Cont'd)

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	1.69312e+006	8.5400e-003	0.0730	0.0310	4.7000e-004		5.9000e-003	5.9000e-003		5.9000e-003	5.9000e-003	0.0000	84.4814	84.4814	1.6200e-003	1.5500e-003	84.9834
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	2.8208e+006	0.0152	0.1300	0.0553	8.3000e-004		0.0105	0.0105		0.0105	0.0105	0.0000	150.5178	150.5178	2.8800e-003	2.7600e-003	151.4122
Industrial Park	3.95383e+006	0.0213	0.1938	0.1629	1.1800e-003		0.0147	0.0147		0.0147	0.0147	0.0000	210.9807	210.9807	4.0400e-003	3.9700e-003	212.2344
Office Park	7.2953e+006	0.0393	0.3578	0.3004	2.1500e-003		0.0272	0.0272		0.0272	0.0272	0.0000	389.3047	389.3047	7.4600e-003	7.1400e-003	391.6192
Regional Shopping Center	191316	1.0300e-003	9.3600e-003	7.8600e-003	6.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	10.2094	10.2094	2.0000e-004	1.9000e-004	10.2700
Research & Development	5.87838e+006	0.0309	0.1900	0.1596	1.1400e-003		0.0144	0.0144		0.0144	0.0144	0.0000	206.8591	206.8591	3.9600e-003	3.7900e-003	208.0864
Single Family Housing	3.45117e+006	0.0186	0.1590	0.0677	1.0200e-003		0.0129	0.0129		0.0129	0.0129	0.0000	184.1677	184.1677	3.5500e-003	3.3900e-003	185.2621
Total		**0.1250**	**1.1128**	**0.7847**	**6.8300e-003**		**0.0863**	**0.0863**		**0.0863**	**0.0863**	**0.0000**	**1,236.520 7**	**1,236.520 7**	**0.0237**	**0.0227**	**1,243.808 7**

5.2 Energy by Land Use - NaturalGas

Mitigated

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	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	1.58512e+006	8.5400e-003	0.0730	0.0310	4.7000e-004		5.9000e-003	5.9000e-003		5.9000e-003	5.9000e-003	0.0000	84.4914	84.4914	1.6200e-003	1.5500e-003	84.9954
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	2.6208e+006	0.0152	0.1300	0.0553	8.3000e-004		0.0105	0.0105		0.0105	0.0105	0.0000	150.5176	150.5176	2.8800e-003	2.7600e-003	151.4122
Industrial Park	3.95363e+006	0.0213	0.1938	0.1628	1.1600e-003		0.0147	0.0147		0.0147	0.0147	0.0000	210.9807	210.9807	4.0400e-003	3.8700e-003	212.2344
Office Park	7.2953e+006	0.0393	0.3576	0.3004	2.1500e-003		0.0272	0.0272		0.0272	0.0272	0.0000	369.3047	369.3047	7.4600e-003	7.1400e-003	371.6182
Regional Shopping Center	191316	1.0300e-003	9.3800e-003	7.8800e-003	6.0000e-005		7.1000e-004	7.1000e-004		7.1000e-004	7.1000e-004	0.0000	10.2094	10.2094	2.0000e-004	1.9000e-004	10.2703
Research & Development	3.87859e+006	0.0209	0.1900	0.1596	1.1400e-003		0.0144	0.0144		0.0144	0.0144	0.0000	206.8591	206.8591	3.9600e-003	3.7900e-003	208.0884
Single Family Housing	3.46117e+006	0.0186	0.1590	0.0677	1.0200e-003		0.0129	0.0129		0.0129	0.0129	0.0000	184.1677	184.1677	3.5300e-003	3.3800e-003	185.2621
Total		0.1250	1.1128	0.7847	6.8300e-003		0.0863	0.0863		0.0863	0.0863	0.0000	1,236.520 7	1,236.520 7	0.0237	0.0227	1,243.868 7

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	594513	170.0414	7.6900e-003	1.5800e-003	170.7077
City Park	0	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	984772	281.5720	0.0114	2.3500e-003	282.5677
Industrial Park	2.763e+006	903.7670	0.0365	7.5200e-003	906.9365
Office Park	3.73412e+006	1,086.2869	0.0481	0.0102	1,090.6553
Regional Shopping Center	145722	42.3922	1.9200e-003	4.0000e-004	42.5585
Research & Development	1.63623e+006	476.5790	0.0216	4.4600e-003	478.4463
Single Family Housing	1.15842e+006	336.4162	0.0152	3.1500e-003	337.7353
Total		**3,167.083 6**	**0.1432**	**0.0296**	**3,179.493 2**

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(Cont'd)

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	584513	170.0414	7.6900e-003	1.5900e-003	170.7077
City Park	0	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	864772	251.5720	0.0114	2.3500e-003	252.5577
Industrial Park	2.783e+006	803.7870	0.0363	7.5200e-003	806.9385
Office Park	3.73412e+006	1,086.2569	0.0491	0.0102	1,090.5533
Regional Shopping Center	145722	42.3922	1.9200e-003	4.0000e-004	42.5583
Research & Development	1.65825e+006	476.5790	0.0216	4.4600e-003	478.4483
Single Family Housing	1.15642e+006	336.4152	0.0152	3.1500e-003	337.7333
Total		3,167.0836	0.1432	0.0296	3,179.4932

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(Cont'd)

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	34.2347	0.5305	38.0684	0.0639		4.9278	4.9278		4.9278	4.9278	470.8659	129.4274	600.2933	0.4812	0.0349	622.7187
Unmitigated	34.2347	0.5305	38.0684	0.0639		4.9278	4.9278		4.9278	4.9278	470.8659	129.4274	600.2933	0.4812	0.0349	622.7187

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(Cont'd)

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.9031					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	5.2607					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	27.9661	0.4845	34.8462	0.0637		4.9106	4.9106		4.9106	4.9106	470.8659	124.3306	595.1964	0.4763	0.0349	617.4985
Landscaping	0.0948	0.0460	3.1221	1.6000e-004		0.0172	0.0172		0.0172	0.0172	0.0000	5.0969	5.0969	4.8400e-003	0.0000	5.2204
Total	34.2347	0.5305	38.0684	0.0639		4.9278	4.9278		4.9278	4.9278	470.8659	129.4274	600.2933	0.4812	0.0349	622.7187

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.8031					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	5.2807					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	27.8661	0.4945	34.9452	0.0657		4.9108	4.9108		4.9108	4.9108	470.9659	124.3305	595.1864	0.4765	0.0349	617.4995
Landscaping	0.0848	0.0360	3.1221	1.8000e-004		0.0172	0.0172		0.0172	0.0172	0.0000	5.0969	5.0969	4.9400e-003	0.0000	5.2204
Total	34.2347	0.5305	38.0684	0.0659		4.9278	4.9278		4.9278	4.9278	470.9659	129.4274	600.2933	0.4812	0.0349	622.7187

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(Cont'd)

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	528.8905	8.0866	0.1942	788.4279
Unmitigated	528.8905	8.0866	0.1942	788.4279

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(Cont'd)

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	8.47002 / 6.5598	21.4689	0.2769	6.6800e-003	30.3724
City Park	0 / 7.83895	7.9826	3.6000e-004	7.0000e-005	8.0138
Condo/Townhouse	10.2292 / 6.44093	25.9134	0.3343	8.0600e-003	36.6805
Industrial Park	70.0595 / 0	152.5088	2.2979	0.0549	208.0786
Office Park	66.9192 / 34.886	143.1762	1.9804	0.0450	203.0848
Regional Shopping Center	1.32442 / 0.811739	3.3315	0.0433	1.0500e-003	4.7255
Research & Development	91.3272 / 0	172.7341	2.9924	0.0716	266.8346
Single Family Housing	9.60033 / 6.42195	21.7070	0.2911	6.9000e-003	30.8397
Total		**528.8905**	**8.0666**	**0.1942**	**788.4279**

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(Cont'd)

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	9.47002 / 5.3599	21.4569	0.2768	6.6900e-003	30.3724
City Park	0 / 7.83895	7.8826	3.6000e-004	7.0000e-005	8.0138
Condo/Townhouse	10.2292 / 6.44883	25.8134	0.3343	8.0800e-003	36.6905
Industrial Park	70.0695 / 0	132.5088	2.2875	0.0548	205.0766
Office Park	56.9192 / 34.998	143.1762	1.8604	0.0450	203.0649
Regional Shopping Center	1.32442 / 0.811739	3.3315	0.0433	1.0500e-003	4.7256
Research & Development	91.3272 / 0	172.7341	2.9824	0.0716	269.6346
Single Family Housing	8.60053 / 5.42195	21.7870	0.2811	6.8000e-003	30.8397
Total		528.8905	8.0666	0.1942	788.4279

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(Cont'd)

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	197.9263	11.6971	0.0000	490.3541
Unmitigated	197.9263	11.6971	0.0000	490.3541

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(Cont'd)

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	59.9	12.1389	0.7174	0.0000	30.0736
City Park	0.67	0.1167	6.8400e-003	0.0000	0.2867
Condo/Townhouse	72.22	14.6600	0.8664	0.0000	36.3196
Industrial Park	375.67	76.2576	4.5067	0.0000	188.9250
Office Park	297.83	60.4568	3.5729	0.0000	149.7792
Regional Shopping Center	18.77	3.8101	0.2252	0.0000	9.4396
Research & Development	14.11	2.8642	0.1693	0.0000	7.0959
Single Family Housing	136.09	27.6230	1.6325	0.0000	68.4348
Total		**197.8263**	**11.6971**	**0.0000**	**490.3541**

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(Cont'd)

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	59.8	12.1389	0.7174	0.0000	30.0735
City Park	0.67	0.1157	6.8400e-003	0.0000	0.2867
Condo/Townhouse	72.22	14.6600	0.8664	0.0000	36.3198
Industrial Park	375.67	76.2576	4.5067	0.0000	188.9253
Office Park	297.83	60.4568	3.5729	0.0000	149.7792
Regional Shopping Center	18.77	3.8101	0.2252	0.0000	9.4395
Research & Development	14.11	2.8642	0.1693	0.0000	7.0959
Single Family Housing	136.08	27.6230	1.6325	0.0000	68.4348
Total		197.9263	11.6971	0.0000	490.3541

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9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

WRTP Specific Plan EIR (Construction Only) - Yolo County, Annual

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

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(Cont'd)

WRTP Specific Plan EIR (Construction Only)

Yolo County, Summer

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(Cont'd)

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Office Park	320.25	1000sqft	1.00	320,250.00	0
Research & Development	165.74	1000sqft	10.66	165,740.00	0
Industrial Park	302.96	1000sqft	17.40	302,960.00	0
City Park	6.58	Acre	6.58	286,407.00	0
Apartments Mid Rise	130.00	Dwelling Unit	6.40	130,000.00	372
Condo/Townhouse	157.00	Dwelling Unit	13.05	157,000.00	449
Single Family Housing	132.00	Dwelling Unit	21.96	237,600.00	378
Regional Shopping Center	17.88	1000sqft	2.05	17,880.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	6.8	**Precipitation Freq (Days)**	54
Climate Zone	3			**Operational Year**	2022
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

WRTP Specific Plan EIR (Construction Only) - Yolo County, Summer

Project Characteristics -

Land Use - Consistent with DEIR's model.

Construction Phase - Consistent with DEIR's model.

On-road Fugitive Dust - See SWAPE comment about percent paved values.

Grading -

Architectural Coating - Consistent with DEIR's model.

Vehicle Trips - Construction only.

Road Dust -

Woodstoves - Construction only.

Area Coating - Construction only.

Energy Use - Construction only.

Water And Wastewater - Construction only.

Solid Waste - Construction only.

Construction Off-road Equipment Mitigation - See SWAPE comment regarding Tier 4 emission standards. Fugitive dust construction-related mitigation consistent with DEIR's model.

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WRTP Specific Plan EIR (Construction Only) - Yolo County, Summer

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	150.00	10.00
tblArchitecturalCoating	EF_Nonresidential_Interior	150.00	10.00
tblArchitecturalCoating	EF_Parking	150.00	10.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	10.00
tblArchitecturalCoating	EF_Residential_Interior	100.00	10.00
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	14
tblConstDustMitigation	WaterUnpavedRoadMoistureContent	0	0.5
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	110.00	280.00
tblConstructionPhase	NumDays	1,550.00	280.00
tblConstructionPhase	NumDays	155.00	280.00
tblConstructionPhase	NumDays	110.00	280.00
tblConstructionPhase	NumDays	80.00	280.00
tblLandUse	LandUseSquareFeet	266,624.80	266,407.00
tblLandUse	LotAcreage	7.35	1.00
tblLandUse	LotAcreage	4.26	10.69
tblLandUse	LotAcreage	6.96	17.40
tblLandUse	LotAcreage	3.42	8.40
tblLandUse	LotAcreage	9.81	13.05
tblLandUse	LotAcreage	42.86	21.98
tblLandUse	LotAcreage	0.41	2.00

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(Cont'd)

2.0 Emissions Summary

3B-14
(Cont'd)

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	20.7584	143.9537	110.9166	0.2800	930.4823	5.8533	936.3356	105.0043	5.4139	110.4182	0.0000	27,726.4314	27,726.4314	4.9303	0.0000	27,849.8900
Maximum	20.7584	143.9537	110.9166	0.2800	930.4823	5.8533	936.3356	105.0043	5.4139	110.4182	0.0000	27,726.4314	27,726.4314	4.9303	0.0000	27,849.8900

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	20.7584	143.9536	110.9166	0.2800	582.1107	5.8533	587.9640	70.0387	5.4139	75.4526	0.0000	27,726.4314	27,726.4314	4.9303	0.0000	27,849.8699
Maximum	20.7584	143.9536	110.9166	0.2800	582.1107	5.8533	587.9640	70.0387	5.4139	75.4526	0.0000	27,726.4314	27,726.4314	4.9303	0.0000	27,849.8699

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	37.44	0.00	37.21	33.30	0.00	31.67	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	716.7923	12.4815	687.0371	1.5568		119.9620	119.9620		119.9620	119.9620	12,859.5310	3,405.1317	16,084.6627	12.8659	0.9376	16,665.7779
Energy	0.6846	6.0873	4.2967	0.0373		0.4730	0.4730		0.4730	0.4730		7,468.6815	7,468.6815	0.1452	0.1389	7,513.0440
Mobile	21.6556	127.9721	198.5427	0.7929	3,262.7101	0.6145	3,263.3243	334.0385	0.5775	334.6159		80,679.0421	80,679.0421	3.3561		80,782.9437
Total	739.1325	146.5409	1,089.8796	2.3868	3,262.7101	121.0492	3,383.7593	334.0385	121.0124	455.0509	12,859.5310	91,552.8053	104,212.3663	16.3051	1.0747	104,961.7656

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	716.7923	12.4815	687.0371	1.5568		119.9620	119.9620		119.9620	119.9620	12,859.5310	3,405.1317	16,084.6627	12.8659	0.9376	16,665.7779
Energy	0.6846	6.0873	4.2967	0.0373		0.4730	0.4730		0.4730	0.4730		7,468.6815	7,468.6815	0.1452	0.1389	7,513.0440
Mobile	21.6556	127.9721	198.5427	0.7929	3,262.7101	0.6145	3,263.3243	334.0385	0.5775	334.6159		80,679.0421	80,679.0421	3.3561		80,782.9437
Total	739.1325	146.5409	1,089.8796	2.3868	3,262.7101	121.0492	3,383.7593	334.0385	121.0124	455.0509	12,859.5310	91,552.8053	104,212.3663	16.3051	1.0747	104,961.7656

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(Cont'd)

WRTP Specific Plan EIR (Construction Only) - Yolo County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2021	12/30/2021	5	260	
2	Grading	Grading	1/1/2021	12/30/2021	5	260	
3	Building Construction	Building Construction	1/1/2021	12/30/2021	5	260	
4	Paving	Paving	1/1/2021	12/30/2021	5	260	
5	Architectural Coating	Architectural Coating	1/1/2021	12/30/2021	5	260	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 650

Acres of Paving: 0

Residential Indoor: 1,062,315; Residential Outdoor: 354,105; Non-Residential Indoor: 1,240,245; Non-Residential Outdoor: 413,415; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

WRTP Specific Plan EIR (Construction Only) - Yolo County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	669.00	227.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	134.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT

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(Cont'd)

3.1 Mitigation Measures Construction

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

3.2 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0963	0.0000	18.0963	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	3.8882	40.4971	21.1543	0.0380	18.0963	2.0445	20.1107	9.9307	1.8809	11.8116		3,685.6569	3,685.6569	1.1920		3,715.4573

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(Cont'd)

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3.2 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0680	0.0345	0.4646	1.3700e-003	16.0239	9.5000e-004	16.0248	1.6206	7.8000e-004	1.6214		136.3748	136.3748	3.2100e-003		136.4551
Total	0.0680	0.0345	0.4646	1.3700e-003	16.0239	9.5000e-004	16.0248	1.6206	7.8000e-004	1.6214		136.3748	136.3748	3.2100e-003		136.4551

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0863	0.0000	18.0863	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.6882	40.4871	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	3.8882	40.4871	21.1543	0.0380	18.0863	2.0445	20.1107	9.9307	1.8809	11.8116	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573

3.2 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0680	0.0345	0.4648	1.3700e-003	9.8453	8.5000e-004	9.8461	1.0005	7.8000e-004	1.0012		136.3748	136.3748	3.2100e-003		136.4551
Total	0.0680	0.0345	0.4648	1.3700e-003	9.8453	8.5000e-004	9.8461	1.0005	7.8000e-004	1.0012		136.3748	136.3748	3.2100e-003		136.4551

3.3 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5865	0.0000	3.5865			0.0000			0.0000
Off-Road	4.1912	40.3998	30.8785	0.0620		1.9853	1.9853		1.8285	1.8285		6,007.0434	6,007.0434	1.9428		6,055.8134
Total	4.1912	40.3998	30.8785	0.0620	8.6733	1.9853	10.6587	3.5865	1.8285	5.4230		6,007.0434	6,007.0434	1.9428		6,055.8134

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(Cont'd)

3.3 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0755	0.0383	0.5162	1.5200e-003	17.8044	9.4000e-004	17.8053	1.8007	8.7000e-004	1.8015		151.5275	151.5275	3.5700e-003		151.6167
Total	0.0755	0.0383	0.5162	1.5200e-003	17.8044	9.4000e-004	17.8053	1.8007	8.7000e-004	1.8015		151.5275	151.5275	3.5700e-003		151.6167

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.8733	0.0000	8.8733	3.5985	0.0000	3.5985			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8266	1.8266	0.0000	6,007.043 4	6,007.043 4	1.9428		6,055.613 4
Total	4.1912	46.3998	30.8785	0.0620	8.8733	1.9853	10.8587	3.5985	1.8266	5.4250	0.0000	6,007.043 4	6,007.043 4	1.9428		6,055.613 4

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(Cont'd)

3.3 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0755	0.0383	0.5162	1.5200e-003	10.9392	9.4000e-004	10.9402	1.1116	8.7000e-004	1.1125		151.5275	151.5275	3.5700e-003		151.6167
Total	**0.0755**	**0.0383**	**0.5162**	**1.5200e-003**	**10.9392**	**9.4000e-004**	**10.9402**	**1.1116**	**8.7000e-004**	**1.1125**		**151.5275**	**151.5275**	**3.5700e-003**		**151.6167**

3.4 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9009	17.4321	16.5752	0.0289		0.9586	0.9586		0.9013	0.9013		2,553.383 9	2,553.383 9	0.8180		2,569.784 3
Total	**1.9009**	**17.4321**	**16.5752**	**0.0289**		**0.9586**	**0.9586**		**0.9013**	**0.9013**		**2,553.383 9**	**2,553.383 9**	**0.8180**		**2,569.784 3**

3.4 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.5977	23.5403	3.7458	0.0621	141.7196	0.0526	141.7693	14.4085	0.0504	14.4589		6,506.331 2	6,506.331 2	0.2936		6,513.670 6
Worker	2.5267	1.2804	17.2859	0.0509	595.5555	0.0816	595.5970	60.2323	0.0291	60.2614		5,068.586 0	5,068.586 0	0.1194		5,071.579 8
Total	3.1244	24.8208	21.0317	0.1130	737.2721	0.0842	737.3663	74.6408	0.0795	74.7203		11,574.92 61	11,574.92 61	0.4130		11,585.25 03

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013	0.0000	2,553.363 9	2,553.363 9	0.6160		2,568.764 3
Total	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013	0.0000	2,553.363 9	2,553.363 9	0.6160		2,568.764 3

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3.4 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.5877	23.6403	3.7468	0.0621	87.1751	0.0626	87.2377	8.9340	0.0604	8.9944		6,606.331 2	6,606.331 2	0.2856		6,613.670 6
Worker	2.5267	1.2804	17.2659	0.0509	365.9184	0.0316	365.9460	37.1838	0.0291	37.2129		5,068.595 0	5,068.595 0	0.1194		5,071.579 9
Total	3.1244	24.9208	21.0127	0.1130	453.0895	0.0942	453.1737	46.1178	0.0795	46.1973		11,674.92 61	11,674.92 61	0.4130		11,585.25 03

3B-14 (Cont'd)

3.5 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.2556	12.9191	14.6532	0.0226		0.6777	0.6777		0.6235	0.6235		2,207.210 9	2,207.210 9	0.7139		2,225.057 3
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.2556	12.9191	14.6532	0.0226		0.6777	0.6777		0.6235	0.6235		2,207.210 9	2,207.210 9	0.7139		2,225.057 3

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3.5 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0567	0.0287	0.3871	1.1400e-003	13.3533	7.1000e-004	13.3540	1.3505	6.5000e-004	1.3512		113.6456	113.6456	2.6800e-003		113.7126
Total	**0.0567**	**0.0287**	**0.3871**	**1.1400e-003**	**13.3533**	**7.1000e-004**	**13.3540**	**1.3505**	**6.5000e-004**	**1.3512**		**113.6456**	**113.6456**	**2.6800e-003**		**113.7126**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.2556	12.9191	14.6632	0.0228		0.6777	0.6777		0.6235	0.6235	0.0000	2,207.2109	2,207.2109	0.7139		2,225.0573
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.2556**	**12.9191**	**14.6632**	**0.0228**		**0.6777**	**0.6777**		**0.6235**	**0.6235**	**0.0000**	**2,207.2109**	**2,207.2109**	**0.7139**		**2,225.0573**

3.5 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0567	0.0287	0.3871	1.1400e-003	8.2044	7.1000e-004	8.2051	0.8337	6.5000e-004	0.8344		113.6456	113.6456	2.6900e-003		113.7126
Total	**0.0567**	**0.0287**	**0.3871**	**1.1400e-003**	**8.2044**	**7.1000e-004**	**8.2051**	**0.8337**	**6.5000e-004**	**0.8344**		**113.6456**	**113.6456**	**2.6900e-003**		**113.7126**

3.6 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	5.4730					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	**5.6919**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**		**281.4481**	**281.4481**	**0.0193**		**281.9309**

3B-14 (Cont'd)

3.6 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5061	0.2585	3.4583	0.0102	119.2891	8.3300e-003	119.2955	12.0645	5.8300e-003	12.0703		1,015.2343	1,015.2343	0.0239		1,015.8321
Total	**0.5061**	**0.2585**	**3.4583**	**0.0102**	**119.2891**	**8.3300e-003**	**119.2955**	**12.0645**	**5.8300e-003**	**12.0703**		**1,015.2343**	**1,015.2343**	**0.0239**		**1,015.8321**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	5.4730					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5258	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	291.4481	291.4481	0.0193		291.9309
Total	**5.6919**	**1.5258**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**	**0.0000**	**291.4481**	**291.4481**	**0.0193**		**291.9309**

3B-14 (Cont'd)

3.6 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5061	0.2565	3.4583	0.0102	73.2927	6.3300e-003	73.2990	7.4479	5.8300e-003	7.4537		1,015.2343	1,015.2343	0.0239		1,015.8321
Total	0.5061	0.2565	3.4583	0.0102	73.2927	6.3300e-003	73.2990	7.4479	5.8300e-003	7.4537		1,015.2343	1,015.2343	0.0239		1,015.8321

313-14 (Cont'd)

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	21.6656	127.8721	199.5427	0.7929	3,262.710 1	0.6145	3,263.324 3	334.0385	0.5775	334.6159		90,679.04 21	90,679.04 21	3.3581		90,762.94 37
Unmitigated	21.6656	127.8721	199.5427	0.7929	3,262.710 1	0.6145	3,263.324 3	334.0385	0.5775	334.6159		90,679.04 21	90,679.04 21	3.3581		90,762.94 37

3B-14 (Cont'd)

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	864.50	830.70	761.60	2,217,458	2,217,458
City Park	12.44	149.70	110.15	86,035	86,035
Condo/Townhouse	912.17	890.19	758.88	2,328,437	2,328,437
Industrial Park	2,089.22	754.37	221.16	4,049,170	4,049,170
Office Park	3,657.26	525.21	243.39	5,976,080	5,976,080
Regional Shopping Center	783.48	893.46	451.29	1,046,441	1,046,441
Research & Development	1,506.35	352.91	205.17	2,537,477	2,537,477
Single Family Housing	1,256.64	1,308.12	1137.84	3,272,510	3,272,510
Total	11,042.05	5,704.66	3,691.68	21,513,629	21,513,629

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3
City Park	10.00	5.00	7.00	33.00	48.00	19.00	68	28	6
Condo/Townhouse	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3
Industrial Park	10.00	5.00	7.00	59.00	28.00	13.00	79	19	2
Office Park	10.00	5.00	7.00	33.00	48.00	19.00	82	15	3
Regional Shopping Center	10.00	5.00	7.00	16.30	64.70	19.00	54	35	11
Research & Development	10.00	5.00	7.00	33.00	48.00	19.00	82	15	3
Single Family Housing	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.492305	0.039568	0.208718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005789	0.000759	0.000791
City Park	0.492305	0.039568	0.208718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005789	0.000759	0.000791
Condo/Townhouse	0.492305	0.039568	0.208718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005789	0.000759	0.000791
Industrial Park	0.492305	0.039568	0.208718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005789	0.000759	0.000791
Office Park	0.492305	0.039568	0.208718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005789	0.000759	0.000791
Regional Shopping Center	0.492305	0.039568	0.208718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005789	0.000759	0.000791
Research & Development	0.492305	0.039568	0.208718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005789	0.000759	0.000791
Single Family Housing	0.492305	0.039568	0.208718	0.119283	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005789	0.000759	0.000791

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

3B-14
(Cont'd)

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.6846	6.0973	4.2997	0.0373		0.4730	0.4730		0.4730	0.4730		7,468.6615	7,468.6615	0.1432	0.1369	7,513.0440
NaturalGas Unmitigated	0.6846	6.0973	4.2997	0.0373		0.4730	0.4730		0.4730	0.4730		7,468.6616	7,468.6615	0.1432	0.1369	7,513.0440

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(Cont'd)

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	4337.32	0.0488	0.3967	0.1701	2.5600e-003		0.0323	0.0323		0.0323	0.0323		610.2729	610.2729	9.7900e-003	9.3600e-003	615.3062
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	7727.86	0.0933	0.7122	0.3031	4.5600e-003		0.0576	0.0576		0.0576	0.0576		909.1386	909.1386	0.0174	0.0167	914.6391
Industrial Park	10691.9	0.1168	1.0820	0.6820	6.3700e-003		0.0907	0.0907		0.0907	0.0907		1,274.336 2	1,274.336 2	0.0244	0.0234	1,281.909 9
Office Park	19887.1	0.2166	1.9686	1.6460	0.0118		0.1499	0.1499		0.1499	0.1499		2,361.424 7	2,361.424 7	0.0451	0.0431	2,375.399 0
Regional Shopping Center	524.155	5.6500e-003	0.0514	0.0432	3.1000e-004		3.9100e-003	3.9100e-003		3.9100e-003	3.9100e-003		61.6851	61.6851	1.1900e-003	1.1300e-003	62.0316
Research & Development	10620.3	0.1145	1.0412	0.6746	6.2500e-003		0.0791	0.0791		0.0791	0.0791		1,249.442 0	1,249.442 0	0.0240	0.0229	1,256.666 6
Single Family Housing	9456.26	0.1020	0.9714	0.3709	5.5800e-003		0.0705	0.0705		0.0705	0.0705		1,112.384 1	1,112.384 1	0.0213	0.0204	1,119.004 5
Total		**0.6846**	**6.0973**	**4.2998**	**0.0374**		**0.4730**	**0.4730**		**0.4730**	**0.4730**		**7,468.661 5**	**7,468.661 5**	**0.1432**	**0.1369**	**7,513.044 0**

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5.2 Energy by Land Use - NaturalGas

Mitigated

318-14
(Cont'd)

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Mid Rise	4.33732	0.0468	0.3997	0.1701	2.5500e-003		0.0323	0.0323		0.0323	0.0323		510.2729	510.2729	9.7800e-003	9.3600e-003	513.3052
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	7.72766	0.0833	0.7122	0.3031	4.5500e-003		0.0576	0.0576		0.0576	0.0576		909.1365	909.1365	0.0174	0.0167	914.5391
Industrial Park	10.9319	0.1180	1.0020	0.8920	6.3700e-003		0.0807	0.0807		0.0807	0.0807		1,274.336 2	1,274.336 2	0.0244	0.0254	1,281.809 9
Office Park	19.9971	0.2156	1.8595	1.6460	0.0118		0.1499	0.1499		0.1499	0.1499		2,361.424 7	2,361.424 7	0.0451	0.0451	2,375.988 0
Regional Shopping Center	0.524153	5.6500e-003	0.0514	0.0432	3.1000e-004		3.9100e-003	3.9100e-003		3.9100e-003	3.9100e-003		61.6651	61.6651	1.1800e-003	1.1300e-003	62.0316
Research & Development	10.6203	0.1145	1.0412	0.8746	6.2500e-003		0.0791	0.0791		0.0791	0.0791		1,249.442 0	1,249.442 0	0.0240	0.0229	1,256.866 8
Single Family Housing	9.45526	0.1020	0.9714	0.3709	5.5800e-003		0.0705	0.0705		0.0705	0.0705		1,112.584 1	1,112.584 1	0.0213	0.0204	1,119.884 5
Total		**0.5848**	**6.0873**	**4.2998**	**0.0374**		**0.4730**	**0.4730**		**0.4730**	**0.4730**		**7,468.661 5**	**7,468.661 5**	**0.1432**	**0.1369**	**7,513.044 0**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	718.7923	12.4615	887.0371	1.5588		119.9620	119.9620		119.9620	119.9620	12,859.5310	3,405.1317	16,084.8627	12.8859	0.9378	16,865.7779
Unmitigated	718.7923	12.4615	887.0371	1.5588		119.9620	119.9620		119.9620	119.9620	12,859.5310	3,405.1317	16,084.8627	12.8859	0.9378	16,865.7779

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(Cont'd)

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.8495					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	28.8354					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	681.9562	12.0616	862.3487	1.5547		118.7704	118.7704		118.7704	118.7704	12,859.5310	3,342.7059	16,002.2369	12.8064	0.9378	16,801.9388
Landscaping	1.0532	0.3999	34.6905	1.8300e-003		0.1916	0.1916		0.1916	0.1916		62.4258	62.4258	0.0795		63.9391
Total	718.7923	12.4615	887.0371	1.5588		119.9620	119.9620		119.9620	119.9620	12,859.5310	3,405.1317	16,084.8627	12.8859	0.9378	16,865.7779

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.9495					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	28.9354					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	661.6552	12.0816	652.3487	1.5547		119.7704	119.7704		119.7704	119.7704	12,659.5310	3,342.7058	16,002.2369	12.6054	0.9378	16,601.6398
Landscaping	1.0532	0.3999	34.6935	1.8300e-003		0.1915	0.1915		0.1915	0.1915		62.4258	62.4258	0.0605		63.9381
Total	716.7923	12.4815	887.0371	1.5566		119.9620	119.9620		119.9620	119.9620	12,659.5310	3,405.1317	16,064.6627	12.6659	0.9378	16,665.7779

3B-14 (Cont'd)

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

3B-14
(Cont'd)

WRTP Specific Plan EIR (Construction Only)

Yolo County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Office Park	320.25	1000sqft	1.00	320,250.00	0
Research & Development	185.74	1000sqft	10.69	185,740.00	0
Industrial Park	302.96	1000sqft	17.40	302,960.00	0
City Park	6.58	Acre	6.58	286,407.00	0
Apartments Mid Rise	130.00	Dwelling Unit	6.40	130,000.00	372
Condo/Townhouse	157.00	Dwelling Unit	13.05	157,000.00	449
Single Family Housing	132.00	Dwelling Unit	21.98	237,600.00	378
Regional Shopping Center	17.88	1000sqft	2.05	17,880.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	5.8	**Precipitation Freq (Days)**	54
Climate Zone	3			**Operational Year**	2022
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	641.35	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

3B-14 (Cont'd)

Project Characteristics -

Land Use - Consistent with DEIR's model.

Construction Phase - Consistent with DEIR's model.

On-road Fugitive Dust - See SWAPE comment about percent paved values.

Grading -

Architectural Coating - Consistent with DEIR's model.

Vehicle Trips - Construction only.

Road Dust -

Woodstoves - Construction only.

Area Coating - Construction only.

Energy Use - Construction only.

Water And Wastewater - Construction only.

Solid Waste - Construction only.

Construction Off-road Equipment Mitigation - See SWAPE comment regarding Tier 4 emission standards. Fugitive dust construction-related mitigation consistent with DEIR's model.

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(Cont'd)

WRTP Specific Plan EIR (Construction Only) - Yolo County, Winter

Table Name	Column Name	Default Value	New Value
tblArchitecturalCoating	EF_Nonresidential_Exterior	150.00	10.00
tblArchitecturalCoating	EF_Nonresidential_Interior	150.00	10.00
tblArchitecturalCoating	EF_Parking	150.00	10.00
tblArchitecturalCoating	EF_Residential_Exterior	100.00	10.00
tblArchitecturalCoating	EF_Residential_Interior	100.00	10.00
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	14
tblConstDustMitigation	WaterUnpavedRoadMoistureContent	0	0.5
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	110.00	280.00
tblConstructionPhase	NumDays	1,550.00	280.00
tblConstructionPhase	NumDays	155.00	280.00
tblConstructionPhase	NumDays	110.00	280.00
tblConstructionPhase	NumDays	60.00	280.00
tblLandUse	LandUseSquareFeet	286,824.80	286,407.00
tblLandUse	LotAcreage	7.35	1.00
tblLandUse	LotAcreage	4.26	10.68
tblLandUse	LotAcreage	6.96	17.40
tblLandUse	LotAcreage	3.42	5.40
tblLandUse	LotAcreage	9.91	13.05
tblLandUse	LotAcreage	42.86	21.98
tblLandUse	LotAcreage	0.41	2.05

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(Cont'd)

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	20.5565	144.6396	108.9626	0.2705	930.4823	5.8562	936.3385	105.0043	5.4167	110.4209	0.0000	26,780.2468	26,780.2468	4.9530	0.0000	26,904.0708
Maximum	20.5565	144.6396	108.9626	0.2705	930.4823	5.8562	936.3385	105.0043	5.4167	110.4209	0.0000	26,780.2468	26,780.2468	4.9530	0.0000	26,904.0708

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	20.5565	144.6396	108.9626	0.2705	582.1107	5.8562	587.9668	70.0387	5.4167	75.4553	0.0000	26,780.2468	26,780.2468	4.9530	0.0000	26,904.0707
Maximum	20.5565	144.6396	108.9626	0.2705	582.1107	5.8562	587.9668	70.0387	5.4167	75.4553	0.0000	26,780.2468	26,780.2468	4.9530	0.0000	26,904.0707

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	37.44	0.00	37.21	33.30	0.00	31.67	0.00	0.00	0.00	0.00	0.00	0.00

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2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	716.7923	12.4615	887.0371	1.5568		119.9820	119.9820		119.9820	119.9820	12,659.5310	3,405.1317	16,064.6627	12.8659	0.9376	16,885.7779
Energy	0.6846	6.0873	4.2997	0.0373		0.4730	0.4730		0.4730	0.4730		7,468.6615	7,468.6615	0.1432	0.1369	7,513.0440
Mobile	16.7259	133.2997	191.9189	0.7297	3,262.7101	0.8258	3,263.3360	334.0385	0.5886	334.6271		74,320.6661	74,320.6661	3.4680		74,407.3653
Total	734.2027	151.8585	1,083.2558	2.3236	3,262.7101	121.0609	3,383.7710	334.0385	121.0236	455.0621	12,659.5310	85,194.4594	97,853.9904	16.4770	1.0747	98,586.1872

3B-14 (Cont'd)

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	716.7923	12.4615	887.0371	1.5568		119.9820	119.9820		119.9820	119.9820	12,659.5310	3,405.1317	16,064.6627	12.8659	0.9376	16,885.7779
Energy	0.6846	6.0873	4.2997	0.0373		0.4730	0.4730		0.4730	0.4730		7,468.6615	7,468.6615	0.1432	0.1369	7,513.0440
Mobile	16.7259	133.2997	191.9189	0.7297	3,262.7101	0.8258	3,263.3360	334.0385	0.5886	334.6271		74,320.6661	74,320.6661	3.4680		74,407.3653
Total	734.2027	151.8585	1,083.2558	2.3236	3,262.7101	121.0609	3,383.7710	334.0385	121.0236	455.0621	12,659.5310	85,194.4594	97,853.9904	16.4770	1.0747	98,586.1872

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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(Cont'd)

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	1/1/2021	12/30/2021	5	260	
2	Grading	Grading	1/1/2021	12/30/2021	5	260	
3	Building Construction	Building Construction	1/1/2021	12/30/2021	5	260	
4	Paving	Paving	1/1/2021	12/30/2021	5	260	
5	Architectural Coating	Architectural Coating	1/1/2021	12/30/2021	5	260	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 650

Acres of Paving: 0

Residential Indoor: 1,062,315; Residential Outdoor: 354,105; Non-Residential Indoor: 1,240,245; Non-Residential Outdoor: 413,415; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

WRTP Specific Plan EIR (Construction Only) - Yolo County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	7	18.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	669.00	227.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	134.00	0.00	0.00	10.00	7.00	20.00	LD_Mix	HDT_Mix	HHDT

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3.1 Mitigation Measures Construction

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

3.2 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	3.8882	40.4971	21.1543	0.0380	18.0663	2.0445	20.1107	9.9307	1.8809	11.8116		3,685.6569	3,685.6569	1.1920		3,715.4573

3.2 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0830	0.0429	0.4074	1.2100e-003	16.0239	8.5000e-004	16.0248	1.6206	7.8000e-004	1.6214		120.3798	120.3798	2.8700e-003		120.4516
Total	0.0830	0.0429	0.4074	1.2100e-003	16.0239	8.5000e-004	16.0248	1.6206	7.8000e-004	1.6214		120.3798	120.3798	2.8700e-003		120.4516

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					16.0863	0.0000	16.0863	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8832	40.4971	21.1043	0.0380		2.0446	2.0446		1.8809	1.8809	0.0000	3,695.656 9	3,695.656 9	1.1920		3,715.457 3
Total	3.8832	40.4971	21.1043	0.0380	16.0863	2.0446	20.1107	9.9307	1.8809	11.8116	0.0000	3,695.656 9	3,695.656 9	1.1920		3,715.457 3

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(Cont'd)

3.2 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0630	0.0429	0.4074	1.2100e-003	9.8453	8.5000e-004	9.8461	1.0005	7.8000e-004	1.0012		120.3798	120.3798	2.9700e-003		120.4516
Total	**0.0630**	**0.0429**	**0.4074**	**1.2100e-003**	**9.8453**	**8.5000e-004**	**9.8461**	**1.0005**	**7.8000e-004**	**1.0012**		**120.3798**	**120.3798**	**2.9700e-003**		**120.4516**

3.3 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3988	30.8785	0.0620		1.9853	1.9853		1.9265	1.9265		6,007.043 4	6,007.043 4	1.9428		6,055.613 4
Total	**4.1912**	**46.3988**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.9265**	**5.4230**		**6,007.043 4**	**6,007.043 4**	**1.9428**		**6,055.613 4**

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3.3 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0700	0.0476	0.4526	1.3400e-003	17.8044	9.4000e-004	17.8053	1.8007	8.7000e-004	1.8015		133.7553	133.7553	3.1900e-003		133.8351
Total	**0.0700**	**0.0476**	**0.4526**	**1.3400e-003**	**17.8044**	**9.4000e-004**	**17.8053**	**1.8007**	**8.7000e-004**	**1.8015**		**133.7553**	**133.7553**	**3.1900e-003**		**133.8351**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.043 4	6,007.043 4	1.9428		6,055.613 4
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.043 4**	**6,007.043 4**	**1.9428**		**6,055.613 4**

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(Cont'd)

3.3 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0700	0.0476	0.4526	1.3400e-003	10.9392	9.4000e-004	10.9402	1.1116	8.7000e-004	1.1125		133.7553	133.7553	3.1900e-003		133.8351
Total	**0.0700**	**0.0476**	**0.4526**	**1.3400e-003**	**10.9392**	**9.4000e-004**	**10.9402**	**1.1116**	**8.7000e-004**	**1.1125**		**133.7553**	**133.7553**	**3.1900e-003**		**133.8351**

3.4 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013		2,553.3639	2,553.3639	0.6160		2,568.7643
Total	**1.9009**	**17.4321**	**16.5752**	**0.0269**		**0.9586**	**0.9586**		**0.9013**	**0.9013**		**2,553.3639**	**2,553.3639**	**0.6160**		**2,568.7643**

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(Cont'd)

3.4 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.6327	23.8255	4.5116	0.0634	141.7166	0.0655	141.7821	14.4085	0.0631	14.4716		6,320.795 5	6,320.795 5	0.3325		6,329.107 2
Worker	2.3416	1.5936	15.1403	0.0449	595.5666	0.0316	595.5870	60.2323	0.0291	60.2614		4,474.115 8	4,474.115 8	0.1067		4,476.782 6
Total	**2.9743**	**25.4192**	**19.6519**	**0.1083**	**737.2721**	**0.0971**	**737.3692**	**74.6408**	**0.0922**	**74.7330**		**10,794.91 13**	**10,794.91 13**	**0.4391**		**10,805.89 98**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.9009	17.4321	16.5752	0.0269		0.9586	0.9586		0.9013	0.9013	0.0000	2,553.363 9	2,553.363 9	0.6160		2,568.764 3
Total	**1.9009**	**17.4321**	**16.5752**	**0.0269**		**0.9586**	**0.9586**		**0.9013**	**0.9013**	**0.0000**	**2,553.363 9**	**2,553.363 9**	**0.6160**		**2,568.764 3**

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3.4 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.6327	23.8255	4.5116	0.0604	87.1731	0.0555	87.2286	8.9340	0.0531	8.9871		6,320.7955	6,320.7955	0.3325		6,329.1072
Worker	2.3416	1.5836	15.1403	0.0445	365.9184	0.0316	365.9480	37.1836	0.0291	37.2129		4,474.1158	4,474.1158	0.1067		4,476.7626
Total	2.9743	25.4192	19.6519	0.1053	453.0895	0.0871	453.1766	46.1178	0.0822	46.2000		10,794.9113	10,794.9113	0.4391		10,805.8898

3.5 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.2556	12.9191	14.6532	0.0228		0.6777	0.6777		0.6235	0.6235		2,207.2109	2,207.2109	0.7139		2,225.0573
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.2556	12.9191	14.6532	0.0228		0.6777	0.6777		0.6235	0.6235		2,207.2109	2,207.2109	0.7139		2,225.0573

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3.5 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0525	0.0357	0.3385	1.0100e-003	13.3533	7.1000e-004	13.3540	1.3505	6.5000e-004	1.3512		100.3165	100.3165	2.3900e-003		100.3763
Total	0.0525	0.0357	0.3385	1.0100e-003	13.3533	7.1000e-004	13.3540	1.3505	6.5000e-004	1.3512		100.3165	100.3165	2.3900e-003		100.3763

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.2556	12.9191	14.6532	0.0228		0.6777	0.6777		0.6235	0.6235	0.0000	2,207.2109	2,207.2109	0.7139		2,225.0573
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	1.2556	12.9191	14.6532	0.0228		0.6777	0.6777		0.6235	0.6235	0.0000	2,207.2109	2,207.2109	0.7139		2,225.0573

3B-14 (Cont'd)

3.5 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0525	0.0357	0.3395	1.0100e-003	8.2044	7.1000e-004	8.2051	0.8337	6.5000e-004	0.8344		100.3165	100.3165	2.3900e-003		100.3763
Total	**0.0525**	**0.0357**	**0.3395**	**1.0100e-003**	**8.2044**	**7.1000e-004**	**8.2051**	**0.8337**	**6.5000e-004**	**0.8344**		**100.3165**	**100.3165**	**2.3900e-003**		**100.3763**

3.6 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	5.4730					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2199	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	**5.6929**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**		**281.4481**	**281.4481**	**0.0193**		**281.9309**

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(Cont'd)

3.6 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4690	0.3192	3.0326	8.9900e-003	119.2891	6.3300e-003	119.2955	12.0645	5.8300e-003	12.0703		896.1607	896.1607	0.0214		896.6949
Total	**0.4690**	**0.3192**	**3.0326**	**8.9900e-003**	**119.2891**	**6.3300e-003**	**119.2955**	**12.0645**	**5.8300e-003**	**12.0703**		**896.1607**	**896.1607**	**0.0214**		**896.6949**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	5.4730					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2199	1.5288	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309
Total	**5.6919**	**1.5288**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**	**0.0000**	**281.4481**	**281.4481**	**0.0193**		**281.9309**

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(Cont'd)

3.6 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4690	0.3192	3.0326	8.9900e-003	73.2927	6.3300e-003	73.2990	7.4479	5.8300e-003	7.4537		896.1607	896.1607	0.0214		896.6949
Total	**0.4690**	**0.3192**	**3.0326**	**8.9900e-003**	**73.2927**	**6.3300e-003**	**73.2990**	**7.4479**	**5.8300e-003**	**7.4537**		**896.1607**	**896.1607**	**0.0214**		**896.6949**

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4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	16.7256	133.2997	181.9189	0.7297	3,262.710 1	0.6259	3,263.336 0	334.0385	0.5886	334.6271		74,320.66 61	74,320.66 61	3.4680		74,407.36 53
Unmitigated	16.7256	133.2997	181.9189	0.7297	3,262.710 1	0.6259	3,263.336 0	334.0385	0.5886	334.6271		74,320.66 61	74,320.66 61	3.4680		74,407.36 53

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4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	864.50	830.70	761.80	2,217,498	2,217,498
City Park	12.44	149.70	110.15	86,036	86,036
Condo/Townhouse	912.17	890.18	759.88	2,328,437	2,328,437
Industrial Park	2,059.22	754.37	221.16	4,049,170	4,049,170
Office Park	3,657.26	525.21	243.39	5,976,060	5,976,060
Regional Shopping Center	763.48	893.48	451.29	1,046,441	1,046,441
Research & Development	1,506.35	352.91	206.17	2,537,477	2,537,477
Single Family Housing	1,256.64	1,308.12	1137.84	3,272,510	3,272,510
Total	11,042.05	5,704.66	3,891.68	21,513,629	21,513,629

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3
City Park	10.00	5.00	7.00	33.00	48.00	19.00	66	28	6
Condo/Townhouse	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3
Industrial Park	10.00	5.00	7.00	59.00	28.00	13.00	79	19	2
Office Park	10.00	5.00	7.00	33.00	48.00	19.00	82	15	3
Regional Shopping Center	10.00	5.00	7.00	16.30	64.70	19.00	54	35	11
Research & Development	10.00	5.00	7.00	33.00	48.00	19.00	82	15	3
Single Family Housing	10.00	5.00	7.00	46.00	13.00	41.00	86	11	3

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(Cont'd)

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.492305	0.038568	0.208718	0.119263	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000758	0.000791
City Park	0.492305	0.038568	0.208718	0.119263	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000758	0.000791
Condo/Townhouse	0.492305	0.038568	0.208718	0.119263	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000758	0.000791
Industrial Park	0.492305	0.038568	0.208718	0.119263	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000758	0.000791
Office Park	0.492305	0.038568	0.208718	0.119263	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000758	0.000791
Regional Shopping Center	0.492305	0.038568	0.208718	0.119263	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000758	0.000791
Research & Development	0.492305	0.038568	0.208718	0.119263	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000758	0.000791
Single Family Housing	0.492305	0.038568	0.208718	0.119263	0.022760	0.005403	0.060505	0.041350	0.001014	0.001744	0.005799	0.000758	0.000791

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

WRTP Specific Plan EIR (Construction Only) - Yolo County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.6846	6.0973	4.2997	0.0373		0.4730	0.4730		0.4730	0.4730		7,468.6615	7,468.6615	0.1432	0.1369	7,513.0440
NaturalGas Unmitigated	0.6846	6.0973	4.2997	0.0373		0.4730	0.4730		0.4730	0.4730		7,468.6615	7,468.6615	0.1432	0.1369	7,513.0440

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(Cont'd)

5.2 Energy by Land Use - NaturalGas

Unmitigated

3B-14
(Cont'd)

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	4337.32	0.0468	0.3997	0.1701	2.5600e-003		0.0323	0.0323		0.0323	0.0323		510.2729	510.2729	9.7800e-003	9.3600e-003	513.3052
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	7727.68	0.0833	0.7122	0.3031	4.5500e-003		0.0576	0.0576		0.0576	0.0576		909.1365	909.1365	0.0174	0.0167	914.5391
Industrial Park	10831.9	0.1169	1.0020	0.8420	6.3700e-003		0.0807	0.0807		0.0807	0.0807		1,274.336 2	1,274.336 2	0.0244	0.0234	1,281.909 9
Office Park	18987.1	0.2166	1.9595	1.6460	0.0119		0.1499	0.1499		0.1499	0.1499		2,361.424 7	2,361.424 7	0.0451	0.0431	2,375.399 0
Regional Shopping Center	524.163	5.6500e-003	0.0514	0.0432	3.1000e-004		3.9100e-003	3.9100e-003		3.9100e-003	3.9100e-003		61.6651	61.6651	1.1800e-003	1.1300e-003	62.0316
Research & Development	10620.3	0.1145	1.0412	0.8746	6.2500e-003		0.0791	0.0791		0.0791	0.0791		1,249.442 0	1,249.442 0	0.0240	0.0228	1,256.668 6
Single Family Housing	9455.28	0.1020	0.8714	0.3708	5.5600e-003		0.0705	0.0705		0.0705	0.0705		1,112.384 1	1,112.384 1	0.0213	0.0204	1,119.994 6
Total		**0.6846**	**6.0373**	**4.2998**	**0.0374**		**0.4730**	**0.4730**		**0.4730**	**0.4730**		**7,488.661 5**	**7,488.661 5**	**0.1432**	**0.1369**	**7,513.044 0**

5.2 Energy by Land Use - NaturalGas

Mitigated

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(Cont'd)

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	4.33732	0.0468	0.3997	0.1701	2.0500e-003		0.0323	0.0323		0.0323	0.0323		510.2729	510.2729	9.7900e-003	9.3600e-003	513.3052
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Condo/Townhouse	7.72766	0.0833	0.7122	0.3031	4.5500e-003		0.0576	0.0576		0.0576	0.0576		909.1365	909.1365	0.0174	0.0167	914.5591
Industrial Park	10.8319	0.1168	1.0620	0.8920	6.3700e-003		0.0807	0.0807		0.0807	0.0807		1,274.336 2	1,274.336 2	0.0244	0.0234	1,281.906 9
Office Park	19.9671	0.2158	1.9595	1.6460	0.0118		0.1489	0.1489		0.1489	0.1489		2,351.424 7	2,351.424 7	0.0451	0.0431	2,365.386 0
Regional Shopping Center	0.524165	5.6600e-003	0.0514	0.0432	3.1000e-004		3.9100e-003	3.9100e-003		3.9100e-003	3.9100e-003		61.6651	61.6651	1.1900e-003	1.1300e-003	62.0318
Research & Development	10.6206	0.1145	1.0412	0.8746	6.2500e-003		0.0791	0.0791		0.0791	0.0791		1,249.442 0	1,249.442 0	0.0240	0.0229	1,256.886 8
Single Family Housing	9.45526	0.1020	0.8714	0.3708	5.5600e-003		0.0705	0.0705		0.0705	0.0705		1,112.384 1	1,112.384 1	0.0213	0.0204	1,119.004 6
Total		0.6846	6.0973	4.2998	0.0374		0.4730	0.4730		0.4730	0.4730		7,468.661 5	7,468.661 5	0.1432	0.1369	7,513.044 0

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	716.7923	12.4615	897.0371	1.5566		119.9620	119.9620		119.9620	119.9620	12,659.53 10	3,405.131 7	16,064.66 27	12.8659	0.9378	16,665.77 79
Unmitigated	716.7923	12.4615	897.0371	1.5566		119.9620	119.9620		119.9620	119.9620	12,659.53 10	3,405.131 7	16,064.66 27	12.8659	0.9378	16,665.77 79

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(Cont'd)

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.9485					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	28.9354					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	681.8662	12.0816	852.3467	1.5547		119.7704	119.7704		119.7704	119.7704	12,659.53 10	3,342.705 9	16,002.23 68	12.8054	0.9378	16,601.83 66
Landscaping	1.0532	0.3898	31.6905	1.6300e-003		0.1915	0.1915		0.1915	0.1915		62.4258	62.4258	0.0605		63.9591
Total	716.7923	12.4615	897.0371	1.5566		119.9620	119.9620		119.9620	119.9620	12,659.53 10	3,405.131 7	16,064.66 27	12.8659	0.9378	16,665.77 79

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	4.9495					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	28.9354					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	861.8552	12.0816	652.3497	1.5547		118.7704	118.7704		118.7704	118.7704	12,659.5310	3,342.7058	16,002.2369	12.6054	0.9378	16,601.6398
Landscaping	1.0532	0.3899	34.6935	1.8300e-003		0.1915	0.1915		0.1915	0.1915		62.4258	62.4258	0.0605		63.9381
Total	716.7923	12.4615	887.0371	1.5566		118.9620	118.9620		118.9620	118.9620	12,659.5310	3,405.1317	16,064.6627	12.6659	0.9378	16,665.7779

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7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

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(Cont'd)

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Attachment B

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

2656 29th Street, Suite 201
Santa Monica, CA 90405

Matt Hagemann, P.G, C.Hg.
(949) 887-9013
mhagemann@swape.com

Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

Geologic and Hydrogeologic Characterization
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
Industrial Stormwater Compliance
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 30 years of experience in environmental policy, contaminant assessment and remediation, stormwater compliance, and CEQA review. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) and directed efforts to improve hydrogeologic characterization and water quality monitoring. For the past 15 years, as a founding partner with SWAPE, Matt has developed extensive client relationships and has managed complex projects that include consultation as an expert witness and a regulatory specialist, and a manager of projects ranging from industrial stormwater compliance to CEQA review of impacts from hazardous waste, air quality and greenhouse gas emissions.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2104, 2017;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 300 environmental impact reports and negative declarations since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at more than 100 industrial facilities.
- Expert witness on numerous cases including, for example, perfluorooctanoic acid (PFOA) contamination of groundwater, MTBE litigation, air toxins at hazards at a school, CERCLA compliance in assessment and remediation, and industrial stormwater contamination.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.
- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted

public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9.

Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific

principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt is currently a part time geology instructor at Golden West College in Huntington Beach, California where he taught from 2010 to 2014 and in 2017.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F.** 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examinations, 2009-2011.

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

SOIL WATER AIR PROTECTION ENTERPRISE
2656 29th Street, Suite 201
Santa Monica, California 90405
Attn: Paul Rosenfeld, Ph.D.
Mobil: (310) 795-2335
Office: (310) 452-5555
Fax: (310) 452-5550
Email: prosenfeld@swape.com

Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Thesis on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years' experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, industrial, military and agricultural sources, unconventional oil drilling operations, and locomotive and construction engines. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities. Dr. Rosenfeld has also successfully modeled exposure to contaminants distributed by water systems and via vapor intrusion.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, creosote, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at sites and has testified as an expert witness on numerous cases involving exposure to soil, water and air contaminants from industrial, railroad, agricultural, and military sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18.48

Simons, R.A., Seo, Y. **Rosenfeld, P.**, (2015) Modeling the Effect of Refinery Emission On Residential Property Value. Journal of Real Estate Research. 27(3):321-342

Chen, J. A. Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution*, 123 (17), 319-327.

Tam L. K., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy Of Odour Wheels For Odours Of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities*. Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004*. New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated With Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality*. 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affect on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld.** (1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., Sutherland, A, Hesse, R., Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society*. Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J., Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T., Sahai, R.K., La, M., Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P.** (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International*

Conferences on Soils Sediment and Water. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting*. Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition*. Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference*. Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference*. Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants.*. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conference*. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation*. Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest*. Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell*. Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association, Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the United States District Court for the Eastern District of Texas Beaumont Division
Robinson. Jeremy et al *Plaintiffs*, vs. CNA Insurance Company et al.
Case Number 1:17-cv-000508
Rosenfeld Deposition: March 25, 2021

In the Superior Court of the State of California, County of San Bernardino
Gary Garner, Personal Representative for the Estate of Melvin Garner vs. BNSF Railway Company.
Case No. 1720288
Rosenfeld Deposition 2-23-2021

In the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse
Benny M Rodriguez vs. Union Pacific Railroad, A Corporation, et al.
Case No. 18STCV01162
Rosenfeld Deposition 12-23-2020

In the Circuit Court of Jackson County, Missouri
Karen Cornwell, *Plaintiff*, vs. Marathon Petroleum, LP, *Defendant.*
Case No.: 1716-CV10006
Rosenfeld Deposition. 8-30-2019

In the United States District Court For The District of New Jersey
Duarte et al, *Plaintiffs* vs. United States Metals Refining Company et. al. *Defendant.*
Case No.: 2:17-cv-01624-ES-SCM
Rosenfeld Deposition. 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk, *Plaintiffs*, vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" *Defendant.*
Case No.: 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition. 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No.: No. BC615636
Rosenfeld Deposition, 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No.: No. BC646857
Rosenfeld Deposition, 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiff vs. The 3M Company et al., Defendants
Case No.: 1:16-cv-02531-RBJ
Rosenfeld Deposition, 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District

Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No.: 1923
Rosenfeld Deposition, 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintiffs vs. Chevron Corporation, et al., Defendants
Cause No C12-01481
Rosenfeld Deposition, 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition, 8-23-2017

In United States District Court For The Southern District of Mississippi
Guy Manuel vs. The BP Exploration et al., Defendants
Case: No 1:19-cv-00315-RHW
Rosenfeld Deposition, 4-22-2020

In The Superior Court of the State of California, For The County of Los Angeles
Warm Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No.: LC102019 (c/w BC582154)
Rosenfeld Deposition, 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., *Plaintiffs*, vs. Meritor Inc., et al., *Defendants*
Case Number: 4:16-cv-52-DMB-JVM
Rosenfeld Deposition: July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No.: No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial, March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No.: RG14711115
Rosenfeld Deposition, September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No.: LALA002187
Rosenfeld Deposition, August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action N0. 14-C-30000
Rosenfeld Deposition, June 2015

In The Iowa District Court For Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No 4980
Rosenfeld Deposition: May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case Number CACE07030358 (26)
Rosenfeld Deposition: December 2014

In the County Court of Dallas County Texas
Lisa Parr et al, *Plaintiff*, vs. Aruba et al, *Defendant*.
Case Number cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial: April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., *Plaintiffs*, vs. Republic Services, Inc., et al., *Defendants*
Case Number: 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition: October 2012

In the United States District Court for the Middle District of Alabama, Northern Division
James K. Benefield, et al., *Plaintiffs*, vs. International Paper Company, *Defendant*.
Civil Action Number 2:09-cv-232-WHA-TFM
Rosenfeld Deposition: July 2010, June 2011

In the Circuit Court of Jefferson County Alabama
Jaeanette Moss Anthony, et al., *Plaintiffs*, vs. Drummond Company Inc., et al., *Defendants*
Civil Action No. CV 2008-2076
Rosenfeld Deposition: September 2010

In the United States District Court for Eastern District of Arkansas, Eastern District of Arkansas
Harry Stephens Farms, Inc, and Harry Stephens, individual and as managing partner of Stephens Partnership, *Plaintiffs*, vs. Helena Chemical Company, and Exxon Mobil Corp., successor to Mobil Chemical Co., *Defendants*.
Case Number 2:06-CV-00166 JMM (Consolidated with case number 4:07CV00278 JMM)
Rosenfeld Deposition: July 2010

In the United States District Court, Western District Lafayette Division
Ackle et al., *Plaintiffs*, vs. Citgo Petroleum Corporation, et al., *Defendants*.
Case Number 2:07CV1052
Rosenfeld Deposition: July 2009

In the United States District Court for the Southern District of Ohio
Carolyn Baker, et al., *Plaintiffs*, vs. Chevron Oil Company, et al., *Defendants*.
Case Number 1:05 CV 227
Rosenfeld Deposition: July 2008

In the Ninth Judicial District Court, Parish of Rapides, State of Louisiana
Roger Price, et al., *Plaintiffs*, vs. Roy O. Martin, L.P., et al., *Defendants*.
Civil Suit Number 224,041 Division G
Rosenfeld Deposition: September 2008

In the Superior Court of the State of California in and for the County of Los Angeles
Leslie Hensley and Rick Hensley, *Plaintiffs*, vs. Peter T. Hoss, as trustee on behalf of the Cone Fee Trust; Plains Exploration & Production Company, a Delaware corporation; Rayne Water Conditioning, Inc., a California Corporation; and DOES 1 through 100, *Defendants*.
Case Number SC094173
Rosenfeld Deposition: September 2008, October 2008

EXHIBIT C

Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act

In carrying out its duty to enforce laws across California, the California Attorney General's Bureau of Environmental Justice (Bureau)[1] regularly reviews proposed warehouse projects for compliance with the California Environmental Quality Act (CEQA) and other laws. When necessary, the Bureau submits comment letters to lead agencies, and in rare cases the Bureau has filed litigation to enforce CEQA.[2] This document builds upon the Bureau's comment letters, collecting knowledge gained from the Bureau's review of hundreds of warehouse projects across the state. It is meant to help lead agencies pursue CEQA compliance and promote environmentally-just development as they confront warehouse project proposals.[3] While CEQA analysis is necessarily project-specific, this document provides information on feasible best practices and mitigation measures, the overwhelming majority of which have been adapted from actual warehouse projects in California.

I. Background

In recent years, the proliferation of e-commerce and rising consumer expectations of rapid shipping have contributed to a boom in warehouse development.[4] California, with its ports, population centers, and transportation network, has found itself at the center of this trend. For example, in 2014, 40 percent of national container cargo flowed through Southern California, which was home to nearly 1.2 billion square feet of warehouse facilities.[5] In the Inland Empire alone, 150 million square feet of new industrial space was built over the last decade,[6] and 21 of the largest 100 logistics leases signed in 2019 nationwide were in the Inland

[1] https://oag.ca.gov/environment/justice.
[2] https://oag.ca.gov/environment/ceqa/letters; *South Central Neighbors United et al. v. City of Fresno et al.* (Super. Ct. Fresno County, No. 18CECG00690).
[3] Anyone reviewing this document to determine CEQA compliance responsibilities should consult their own attorney for legal advice.
[4] As used in this document, "warehouse" or "logistics facility" is defined as a facility consisting of one or more buildings that stores cargo, goods, or products on a short or long term basis for later distribution to businesses and/or retail customers.
[5] Industrial Warehousing in the SCAG Region, Task 2. Inventory of Warehousing Facilities (April 2018), http://www.scag.ca.gov/Documents/Task2_FacilityInventory.pdf at 1-1, 2-11.
[6] Los Angeles Times, *When your house is surrounded by massive warehouses*, October 27, 2019, https://www.latimes.com/california/story/2019-10-27/fontana-california-warehouses-inland-empire-pollution.

II. Proactive Planning: General Plans, Local Ordinances, and Good Neighbor Policies

To systematically address warehouse development, we encourage governing bodies to proactively plan for logistics projects in their jurisdictions. Proactive planning allows jurisdictions to prevent land use conflicts before they materialize and guide sustainable development. Benefits also include providing a predictable business environment, protecting residents from environmental harm, and setting consistent expectations jurisdiction-wide.

Proactive planning can take any number of forms. Land use designation and zoning decisions should channel development into appropriate areas. For example, establishing industrial districts near major highway and rail corridors but away from sensitive receptors can help avoid conflicts between warehouse facilities and residential communities.

In addition, general plan policies, local ordinances, and good neighbor policies should set minimum standards for logistics projects. General plan policies can be incorporated into existing economic development, land use, circulation, or other related elements. Many jurisdictions alternatively choose to consolidate policies in a separate environmental justice element. Adopting general plan policies to guide warehouse development may also help jurisdictions comply with their obligations under SB 1000, which requires local government general plans to identify objectives and policies to reduce health risks in disadvantaged communities, promote civil engagement in the public decision making process, and prioritize improvements and programs that address the needs of disadvantaged communities.[12]

The Bureau is aware of four good neighbor policies in California: Riverside County, the City of Riverside, the City of Moreno Valley, and the Western Riverside Council of Governments.[13] These policies provide minimum standards that all warehouses in the jurisdiction must meet. For example, the Western Riverside Council of Governments policy sets a minimum buffer zone of 300 meters between warehouses and sensitive receptors, and it requires a number of design features to reduce truck impacts on nearby sensitive receptors. The Riverside County policy requires vehicles entering sites during both construction and operation to meet certain California Air Resources Board (CARB) guidelines, and it requires community benefits agreements and supplemental funding contributions toward additional pollution offsets.

The Bureau encourages jurisdictions to adopt their own local ordinances and/or good neighbor policies that combine the most robust policies from those models with measures discussed in the remainder of this document.

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[12] For more information about SB 1000, *see* https://oag.ca.gov/environment/sb1000.

[13] https://www.rivcocob.org/wp-content/uploads/2020/01/Good-Neighbor-Policy-F-3-Final-Adopted.pdf (Riverside County); https://riversideca.gov/planning/pdf/good-neighbor-guidelines.pdf (City of Riverside); http://qcode.us/codes/morenovalley/view.php?topic=9-9_05-9_05_050&frames=on (City of Moreno Valley); http://www.wrcog.cog.ca.us/DocumentCenter/View/318/Good-Neighbor-Guidelines-for-Siting-Warehouse-Distribution-Facilities-PDF?bidId= (Western Riverside Council of Governments).

Empire, comprising 17.5 million square feet.[7] This trend has not slowed, even with the economic downturn caused by COVID-19, as e-commerce has continued to grow.[8] Forecasts predict that the Central Valley is where a new wave of warehouse development will go.[9]

When done properly, these activities can contribute to the economy and consumer welfare. However, imprudent warehouse development can harm local communities and the environment. Among other pollutants, diesel trucks visiting warehouses emit nitrogen oxide (NO_x)—a primary precursor to smog formation and a significant factor in the development of respiratory problems like asthma, bronchitis, and lung irritation—and diesel particulate matter (a subset of fine particular matter that is smaller than 2.5 micrometers)—a contributor to cancer, heart disease, respiratory illnesses, and premature death.[10] Trucks and on-site loading activities can also be loud, bringing disruptive noise levels during 24/7 operation that can cause hearing damage after prolonged exposure.[11] The hundreds, and sometimes thousands, of daily truck and passenger car trips that warehouses generate contribute to traffic jams, deterioration of road surfaces, and traffic accidents. These environmental impacts also tend to be concentrated in neighborhoods already suffering from disproportionate health impacts.

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[7] CBRE, *Dealmakers: E-Commerce & Logistics Firms Drive Demand for Large Warehouses in 2019* (January 23, 2020), https://www.cbre.us/research-and-reports/US-MarketFlash-Dealmakers-E-Commerce-Logistics-Firms-Drive-Demand-for-Large-Warehouses-in-2019; *see also* CBRE, *E-Commerce and Logistics Companies Expand Share Of Largest US Warehouse Leases, CBRE Analysis Finds* (Feb. 25, 2019), https://www.cbre.us/about/media-center/inland-empire-largest-us-warehouse-leases (20 of the largest 100 warehousing leases in 2018 were in the Inland Empire, comprising nearly 20 million square feet).

[8] CBRE, 2021 U.S. Real Estate Market Outlook, Industrial & Logistics, https://www.cbre.us/research-and-reports/2021-US-Real-Estate-Market-Outlook-Industrial-Logistics; Kaleigh Moore, *As Online Sales Grow During COVID-19, Retailers Like Montce Swim Adapt And Find Success*, FORBES (June 24, 2020), *available at* https://www.forbes.com/sites/kaleighmoore/2020/06/24/as-online-sales-grow-during-covid-19-retailers-like-montce-swim-adapt-and-find-success/.

[9] New York Times, *Warehouses Are Headed to the Central Valley, Too* (Jul. 22, 2020), *available* at https://www.nytimes.com/2020/07/22/us/coronavirus-ca-warehouse-workers.html.

[10] California Air Resources Board, Nitrogen Dioxide & Health, https://ww2.arb.ca.gov/resources/nitrogen-dioxide-and-health (NOx); California Air Resources Board, Summary: Diesel Particular Matter Health Impacts, https://ww2.arb.ca.gov/resources/summary-diesel-particulate-matter-health-impacts; Office of Environmental Health Hazard Assessment and American Lung Association of California, Health Effects of Diesel Exhaust, https://oehha.ca.gov/media/downloads/calenviroscreen/indicators/diesel4-02.pdf (DPM).

[11] Noise Sources and Their Effects, https://www.chem.purdue.edu/chemsafety/Training/PPETrain/dblevels.htm (a diesel truck moving 40 miles per hour, 50 feet away, produces 84 decibels of sound).

communities. The suggested best practices for siting and design of warehouse facilities does not relieve lead agencies' responsibility under CEQA to conduct a project-specific analysis of the project's impacts and evaluation of feasible mitigation measures and alternatives; lead agencies' incorporation of the best practices must be part of the impact, mitigation and alternatives analyses to meet the requirements of CEQA. Examples of best practices when siting and designing warehouse facilities include:

- Per CARB guidance, siting warehouse facilities so that their property lines are at least 1,000 feet from the property lines of the nearest sensitive receptors.[14]
- Creating physical, structural, and/or vegetative buffers that adequately prevent or substantially reduce pollutant dispersal between warehouses and any areas where sensitive receptors are likely to be present, such as homes, schools, daycare centers, hospitals, community centers, and parks.
- Providing adequate areas for on-site parking, on-site queuing, and truck check-in that prevent trucks and other vehicles from parking or idling on public streets.
- Placing facility entry and exit points from the public street away from sensitive receptors, e.g., placing these points on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.
- Locating warehouse dock doors and other onsite areas with significant truck traffic and noise away from sensitive receptors, e.g., placing these dock doors on the north side of the facility if sensitive receptors are adjacent to the south side of the facility.
- Screening dock doors and onsite areas with significant truck traffic with physical, structural, and/or vegetative barriers that adequately prevent or substantially reduce pollutant dispersal from the facility towards sensitive receptors.
- Posting signs clearly showing the designated entry and exit points from the public street for trucks and service vehicles.
- Posting signs indicating that all parking and maintenance of trucks must be conducted within designated on-site areas and not within the surrounding community or public streets.

V. Air Quality and Greenhouse Gas Emissions Analysis and Mitigation

Emissions of air pollutants and greenhouse gases are often among the most substantial environmental impacts from new warehouse facilities. CEQA compliance demands a proper accounting of the full air quality and greenhouse gas impacts of logistics facilities and adoption of all feasible mitigation of significant impacts. Although efforts by CARB and other authorities to regulate the heavy-duty truck and off-road diesel fleets have made excellent progress in reducing the air quality impacts of logistics facilities, the opportunity remains for local jurisdictions to further mitigate these impacts at the project level. Lead agencies and developers

[14] California Air Resources Board (CARB), Air Quality and Land Use Handbook: A Community Health Perspective (April 2005), at ES-1. CARB staff has released draft updates to this siting and design guidance which suggests a greater distance may be warranted under varying scenarios; this document may be found on CARB's website and is entitled: "California Sustainable Freight Initiative: Concept Paper for the Freight Handbook" (December 2019).

III. Community Engagement

Early and consistent community engagement is central to establishing good relationships between communities, lead agencies, and warehouse developers and tenants. Robust community engagement can give lead agencies access to community residents' on-the-ground knowledge and information about their concerns, build community support for projects, and develop creative solutions to ensure new logistics facilities are mutually beneficial. Examples of best practices for community engagement include:

- Holding a series of community meetings at times and locations convenient to members of the affected community and incorporating suggestions into the project design.
- Posting information in hard copy in public gathering spaces and on a website about the project. The information should include a complete, accurate project description, maps and drawings of the project design, and information about how the public can provide input and be involved in the project approval process. The information should be in a format that is easy to navigate and understand for members of the affected community.
- Providing notice by mail to residents and schools within a certain radius of the project and along transportation corridors to be used by vehicles visiting the project, and by posting a prominent sign on the project site. The notice should include a brief project description and directions for accessing complete information about the project and for providing input on the project.
- Providing translation or interpretation in residents' native language, where appropriate.
- For public meetings broadcast online or otherwise held remotely, providing for access and public comment by telephone and supplying instructions for access and public comment with ample lead time prior to the meeting.
- Partnering with local community-based organizations to solicit feedback, leverage local networks, co-host meetings, and build support.
- Considering adoption of a community benefits agreement, negotiated with input from affected residents and businesses, by which the developer provides benefits to the community.
- Creating a community advisory board made up of local residents to review and provide feedback on project proposals in early planning stages.
- Identifying a person to act as a community liaison concerning on-site construction activity and operations, and providing contact information for the community relations officer to the surrounding community.

IV. Warehouse Siting and Design Considerations

The most important consideration when planning a logistics facility is its location. Warehouses located in residential neighborhoods or near other sensitive receptors expose community residents and those using or visiting sensitive receptor sites to the air pollution, noise, traffic, and other environmental impacts they generate. Therefore, placing facilities away from sensitive receptors significantly reduces their environmental and quality of life harms on local

should also consider designing projects with their long-term viability in mind. Constructing the necessary infrastructure to prepare for the zero-emission future of goods movement not only reduces a facility's emissions and local impact now, but it can also save money as regulations tighten and demand for zero-emission infrastructure grows. In planning new logistics facilities, the Bureau strongly encourages developers to consider the local, statewide, and global impacts of their projects' emissions.

Examples of best practices when studying air quality and greenhouse gas impacts include:

- Fully analyzing all reasonably foreseeable project impacts, including cumulative impacts. In general, new warehouse developments are not ministerial under CEQA because they involve public officials' personal judgment as to the wisdom or manner of carrying out the project, even when warehouses are permitted by a site's applicable zoning and/or general plan land use designation. CEQA Guidelines § 15369.
- When analyzing cumulative impacts, thoroughly considering the project's incremental impact in combination with past, present, and reasonably foreseeable future projects, even if the project's individual impacts alone do not exceed the applicable significance thresholds.
- Preparing a quantitative air quality study in accordance with local air district guidelines.
- Preparing a quantitative health risk assessment in accordance with California Office of Environmental Health Hazard Assessment and local air district guidelines.
- Refraining from labeling compliance with CARB or air district regulations as a mitigation measure—compliance with applicable regulations is a baseline expectation.
- Fully analyzing impacts from truck trips. CEQA requires full public disclosure of a project's anticipated truck trips, which entails calculating truck trip length based on likely truck trip destinations, rather than the distance from the facility to the edge of the air basin. Emissions beyond the air basin are not speculative, and, because air pollution is not static, may contribute to air basin pollution. Moreover, any contributions to air pollution outside the local air basin should be quantified and their significance should be considered.
- Accounting for all reasonably foreseeable greenhouse gas emissions from the project, without discounting projected emissions based on participation in California's Cap-and-Trade Program.

Examples of measures to mitigate air quality and greenhouse gas impacts from construction are below. To ensure mitigation measures are enforceable and effective, they should be imposed as permit conditions on the project where applicable.

- Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier IV-compliant engines or better, and including this requirement in applicable

bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

- Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.
- Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.
- Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.
- Limiting the amount of daily grading disturbance area.
- Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.
- Forbidding idling of heavy equipment for more than two minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.
- Using paints, architectural coatings, and industrial maintenance coatings that have volatile organic compound levels of less than 10 g/L.
- Providing information on transit and ridesharing programs and services to construction employees.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

Examples of measures to mitigate air quality and greenhouse gas impacts from operation include:

- Requiring that all facility-owned and operated fleet equipment with a gross vehicle weight rating greater than 14,000 pounds accessing the site meet or exceed 2010 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Facility operators shall maintain records on-site demonstrating compliance with this requirement and shall make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring all heavy-duty vehicles entering or operated on the project site to be zero-emission beginning in 2030.
- Requiring on-site equipment, such as forklifts and yard trucks, to be electric with the necessary electrical charging stations provided.
- Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all

dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the air district, and the building manager.

- Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
- Constructing electric truck charging stations proportional to the number of dock doors at the project.
- Constructing electric plugs for electric transport refrigeration units at every dock door, if the warehouse use could include refrigeration.
- Constructing electric light-duty vehicle charging stations proportional to the number of parking spaces at the project.
- Installing solar photovoltaic systems on the project site of a specified electrical generation capacity, such as equal to the building's projected energy needs.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
- Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.
- Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking.
- Achieving certification of compliance with LEED green building standards.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations.
- Posting signs at every truck exit driveway providing directional information to the truck route.
- Improving and maintaining vegetation and tree canopy for residents in and around the project area.
- Requiring that every tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARB-approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants to use carriers that are SmartWay carriers.

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- Providing tenants with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets.

VI. Noise Impacts Analysis and Mitigation

The noise associated with logistics facilities can be among their most intrusive impacts to nearby sensitive receptors. Various sources, such as unloading activity, diesel truck movement, and rooftop air conditioning units, can contribute substantial noise pollution. These impacts are exacerbated by logistics facilities' typical 24-hour, seven-days-per-week operation. Construction noise is often even greater than operational noise, so if a project site is near sensitive receptors, developers and lead agencies should adopt measures to reduce the noise generated by both construction and operation activities.

Examples of best practices when studying noise impacts include:

- Preparing a noise impact analysis that considers all reasonably foreseeable project noise impacts, including to nearby sensitive receptors. All reasonably foreseeable project noise impacts encompasses noise from both construction and operations, including stationary, on-site, and off-site noise sources.
- Adopting a lower significance threshold for incremental noise increases when baseline noise already exceeds total noise significance thresholds, to account for the cumulative impact of additional noise and the fact that, as noise moves up the decibel scale, each decibel increase is a progressively greater increase in sound pressure than the last. For example, 70 dBA is ten times more sound pressure than 60 dBA.

Examples of measures to mitigate noise impacts include:

- Constructing physical, structural, or vegetative noise barriers on and/or off the project site.
- Locating or parking all stationary construction equipment as far from sensitive receptors as possible, and directing emitted noise away from sensitive receptors.
- Verifying that construction equipment has properly operating and maintained mufflers.
- Requiring all combustion-powered construction equipment to be surrounded by a noise protection barrier
- Limiting operation hours to daytime hours on weekdays.
- Paving roads where truck traffic is anticipated with low noise asphalt.
- Orienting any public address systems onsite away from sensitive receptors and setting system volume at a level not readily audible past the property line.

VII. Traffic Impacts Analysis and Mitigation

Warehouse facilities inevitably bring truck and passenger car traffic. Truck traffic can present substantial safety issues. Collisions with heavy-duty trucks are especially dangerous for passenger cars, motorcycles, bicycles, and pedestrians. These concerns can be even greater if

truck traffic passes through residential areas, school zones, or other places where pedestrians are common and extra caution is warranted.

Examples of measures to mitigate traffic impacts include:

- Designing, clearly marking, and enforcing truck routes that keep trucks out of residential neighborhoods and away from other sensitive receptors.
- Installing signs in residential areas noting that truck and employee parking is prohibited.
- Constructing new or improved transit stops, sidewalks, bicycle lanes, and crosswalks, with special attention to ensuring safe routes to schools.
- Consulting with the local public transit agency and securing increased public transit service to the project area.
- Designating areas for employee pickup and drop-off.
- Implementing traffic control and safety measures, such as speed bumps, speed limits, or new traffic signs or signals.
- Placing facility entry and exit points on major streets that do not have adjacent sensitive receptors.
- Restricting the turns trucks can make entering and exiting the facility to route trucks away from sensitive receptors.
- Constructing roadway improvements to improve traffic flow.
- Preparing a construction traffic control plan prior to grading, detailing the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations, and designing the plan to minimize impacts to roads frequented by passenger cars, pedestrians, bicyclists, and other non-truck traffic.

VIII. Other Significant Environmental Impacts Analysis and Mitigation

Warehouse projects may result in significant environmental impacts to other resources, such as to aesthetics, cultural resources, energy, geology, or hazardous materials. All significant adverse environmental impacts must be evaluated, disclosed and mitigated to the extent feasible under CEQA. Examples of best practices and mitigation measures to reduce environmental impacts that do not fall under any of the above categories include:

- Appointing a compliance officer who is responsible for implementing all mitigation measures, and providing contact information for the compliance officer to the lead agency, to be updated annually.
- Creating a fund to mitigate impacts on affected residents, schools, places of worship, and other community institutions by retrofitting their property. For example, retaining a contractor to retrofit/install HVAC and/or air filtration systems, doors, dual-paned windows, and sound- and vibration-deadening insulation and curtains.
- Sweeping surrounding streets on a daily basis during construction to remove any construction-related debris and dirt.
- Directing all lighting at the facility into the interior of the site.

- Using full cut-off light shields and/or anti-glare lighting.
- Using cool pavement to reduce heat island effects.
- Installing climate control in the warehouse facility to promote worker well-being.
- Installing air filtration in the warehouse facility to promote worker well-being.

IX. Conclusion

California's world-class economy, ports, and transportation network position it at the center of the e-commerce and logistics industry boom. At the same time, California is a global leader in environmental protection and environmentally just development. The guidance in this document furthers these dual strengths, ensuring that all can access the benefits of economic development. The Bureau will continue to monitor proposed projects for compliance with CEQA and other laws. Lead agencies, developers, community advocates, and other interested parties should feel free to reach out to us as they consider how to guide warehouse development in their area.

Please do not hesitate to contact the Environmental Justice Bureau at ej@doj.ca.gov if you have any questions.

RESPONSE TO COMMENT LETTER 3

Comment 3-1 Summary of Comment: The commenter introduces the letter and provides a summary of the WRTP Specific Plan and the Draft EIR. The commenter states that the Draft EIR suggests streamlining future development projects and would not reevaluate public comments or reconsider whether additional mitigation strategies are necessary for future projects. The commenter states that LIUNA believes this is in violation of CEQA and limits the City and residents to ensure that signification impacts are assessed for future projects, and if feasible, can become less than significant through mitigation.

Response: The parts of this comment that introduce the comment letter and summarize the Draft Specific Plan do not raise any topics related to the veracity of the Draft EIR. Regarding future environmental review of projects developed under the Specific Plan, as noted on page 1-2 of the Draft EIR, the City will evaluate future projects within the Specific Plan Area for consistency with the Specific Plan and the EIR, will evaluate whether additional CEQA analysis is necessary, complying with CEQA in all respects.

Comment 3-2 Summary of Comment: The commenter states that the City "must" include the requirement that future projects be required to obtain a discretionary conditional use permit, to allowing the City's discretion to adopt specific mitigation measures for future development. The commenter states that this is a feasible mitigation measure required by CEQA to address the significant and unavoidable impacts of the WRTP Specific Plan. The commenter also asserts that the City will be required to "revisit" its finding of significant and unavoidable impacts when it conducts CEQA review of future development projects under *Communities for a Better Environment v. Cal. Resources Agency* (2002) 103 Cal.App.4th 98 122-125.

Response: Chapters 3, Environmental Impact Analysis, and 5, Other CEQA Considerations [including Cumulative Impacts Analysis], of the Draft EIR provides analysis of potential impacts and identification of relevant mitigation to address future projects within the WRTP Specific Plan takes into consideration the allowed and anticipated land uses, and the zoning and development standards contained in the WRTP Specific Plan and as detailed in Chapter 2, Project Description, of the Draft EIR. As explained in Chapter 1, Introduction, of this Final EIR, identified in the Final EIR, the Final EIR, once certified with an adopted Mitigation Monitoring and Reporting Program will serve as the environmental document for future projects consistent with, and proposed under the Specific Plan. Future projects will be required to incorporate development standards and other guidance included in the Specific Plan and to implement appropriate mitigation measures included as a part of the Mitigation Monitoring and Reporting Program. Mitigation measures recommended in the Draft EIR for adoption by the City, should it approve the WRTP Specific Plan, will be imposed as conditions of approval for any development under the Specific Plan and thus will apply to future projects, in accordance with the Mitigation and Monitoring Plan provided as Appendix A to this Final EIR. No provision of *Communities for a Better Environment v. Cal. Resources Agency* (2002) 103 Cal.App.4th 98 concerns the City requiring future development projects to receive conditional use permit, nor is a requirement for a discretionary permit a form of mitigation, as a discretionary permit does not, per se, constitute mitigation. (Public Resources Code §§21002.1(a), 21100(b)(3); CEQA Guidelines §15126.4(a)(1).) There is no need to revise the Specific Plan or the Draft EIR in response to any part of this comment.

Comment 3-3 Summary of Comment: The commenter states the City has an obligation to include one or more alternatives that would require Conditional Use Permits (CUPs) and not permit certain uses by right in the WRTP Specific Plan. The commenter states that this will reduce the significant impacts of the WRTP Specific Plan since additional feasible mitigation measures for future developments would be considered and ensure public review of these projects.

Response: In compliance with CEQA the EIR identifies and evaluates a range of alternatives consistent with criteria in CEQA Guidelines Section 15126.6, including (1) the ability of the alternative to attain most of the basic project objectives, (2) the potential feasibility of an alternative, and (3) ability of the alternative to avoid or substantially reduce one or more significant environmental effects of the proposed project. The alternatives were developed to consider permutations under which the City could reduce the significant impacts of the WRTP Specific Plan through their different range and distribution of land uses, as well as, in some cases, via implementation of siting restrictions to avoid sensitive land uses or minimize impacts to sensitive receptors. The alternatives analysis presented in Chapter 4 of the Draft EIR does assess and contrast the potential impacts of the alternatives and the proposed WRTP Specific Plan to identify in what way an alternative may be able to avoid or reduce the potentially significant impacts of the proposed WRTP Specific Plan, consistent with guidance in the CEQA statutes and Guidelines. Please see also the response to comment 3-2 related to the WRTP Specific Plan's direction for future projects under current CEQA Guidelines, which was accounted for in the identification of feasible alternatives. Please see also response to comment 3-1.

Changes related to the future administrative process for future developments within the Specific Plan Area would not change the impact analysis or mitigation presented in the Draft EIR since the analysis makes specific assumptions regarding land uses anticipated under the Specific Plan regardless of the nature of the future approval process. As explained in Chapter 1, Introduction, of this Final EIR, mitigation imposed by the Draft EIR become conditions of approval for the Specific Plan as a whole and will apply to future projects regardless of whether future projects are approved by right or through an administrative zoning approval or through a conditional use permit process. The Mitigation and Monitoring Plan, which is provided as Attachment A to this Draft EIR, identifies the timing and responsibility of mitigation to ensure enforcement. To the extent that any uses that were not anticipated by the Specific Plan and EIR are proposed in the future, the City will comply with CEQA in evaluating such proposals. As such, commenter's proposed alternative is not considered as considerably different than those analyzed. No changes to the Draft EIR are needed.

Comment 3-4 Summary of Comment: The commenter states that wildlife biologist Shawn Smallwood, Ph.D., and environmental consulting firm Soil/Water/Air Protection Enterprise ("SWAPE") provided review of the Draft EIR and contributed to the comments contained in this comment letter from LIUNA and that comments from and curriculum vitae of these parties are attached to the letter and incorporated into the letter by reference.

Response: The fact that Dr. Smallwood and SWAPE have contributed to the comments is noted. Specific responses to comments provided by LIUNA, including those incorporating comments from the above noted parties are provided in the responses to comments 3-5 through 3-28.

Comment 3-5 Summary of Comment: The commenter provides a summary of legal concepts related to CEQA.

Response: The information provided by the commenter is noted. The Draft and Final EIR incorporate all relevant statutory, regulatory, and case law guidance. No revision to the Draft EIR in response to this general recitation of legal concepts is needed, nor would it be appropriate.

Comment 3-6 Summary of Comment: The commenter states that the Draft EIR fails to discuss all potentially feasible mitigation measures available to address the project's significant air quality impacts resulting from its operation. The commenter states that all mitigation measures concerning air pollution impacts, besides one, only address impacts during construction. The commenter provides a list of additional feasible mitigation measures identified as example measures to mitigate air quality and greenhouse gas impacts from operations of warehouse projects in the California Attorney General's *Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act*, and asserts that the Draft EIR must be recirculated in order to evaluate, consider, and, where feasible, adopt these measures. The comment goes on to assert that all 19 example measures are feasible for future development within the Research and Technology Park of the Specific Plan Area and therefore should be adopted and made enforceable in order for the City to make a finding of overriding considerations.

Response: As noted by the California Attorney General's Bureau of Environmental Justice in its *Warehouse Projects: Best Practices and Mitigation Measures to* Comply *with the California Environmental Quality Act*, the document "is meant to help lead agencies pursue CEQA compliance and promote environmentally-just development as they confront warehouse project proposals." The document acknowledges that CEQA analysis is "necessarily project-specific" but that the document "provides information on feasible best management practices and mitigation measures, the overwhelming majority of which have been adapted from actual warehouse projects in California." This guidance from the Attorney General is not presented as mandatory mitigation, nor does it assert that the example mitigation measures are feasible for all projects.

The estimating of mass emissions was done at a detailed level for the purposes of analysis and to the extent feasible to represent anticipated future development and related operational uses within the WRTP Specific Plan Area. However, the emissions estimates presented in Tables 3.3-3 and 3.3-5 of the Draft EIR are not presumed to demonstrate all possible future operational uses and are instead intended to present a worst-case scenario, including conservative estimates with regard to mobile source emissions, as explained on pages 3.3-23 and 3.3-30 of the Draft EIR. It is true that the Specific Plan may be developed with a range of uses that have emissions and impacts that are lower than outlined in the Draft EIR.

The WRTP Specific Plan allows for a range of land uses within the Research and Technology Park designation, one of which in the Draft WRTP Specific Plan was warehouse, storage, and distribution/logistics. The intent of the Draft WRTP Specific Plan to include "Warehouse, Storage and Distribution / Logistics" as a permitted use was to provide for this use only as an ancillary use to support other related uses. Notes 10 and 11 of Table 3.1 of the Draft WRTP Specific Plan provided specific constraints to the warehouse, storage, and distribution/logistics permitted and ancillary uses. Note 10 indicated that "commercial and/or private 'mini-

storage'/'self-storage' is prohibited," and Note 11 indicated that this use was "only permitted as incidental/ancillary to primary business/company operations; not more than 50 percent of primary building square footage." The WRTP Specific Plan has since been updated to eliminate "Warehouse, Storage and Distribution / Logistics" use type from Table 3.1 of the WRTP Specific Plan; it is not provided as a permitted use under the Final Specific Plan. In addition, the WRTP Specific Plan includes development standards to address sustainability requirements and implementation of future development, including measures to achieve the Specific Plan's goal to strive for zero net energy consumption, as outlined in the City's 2035 Climate Action Plan. These measures include energy efficient building design and mobility features, consistent with measures recommended in the Attorney General's guidance for warehouse projects. As noted in Section 3.3.1 of the Specific Plan, all uses in the WRTP Specific Plan Area are required to adhere to Performance Standards in Section 3.3.2 of the WRTP Specific Plan and are also required to demonstrate consistency with the City's 2035 Climate Action Plan, which includes reduction strategies that would further reduce indirect emissions related to energy efficient lighting, building energy efficiency, temperature controls, renewable energy generation, transit service, bicycling and pedestrian access, electric vehicle charging stations, and tree planting. A "Truck Trips" Performance Standard has been added to Section 3.3.2 of the WRTP Specific Plan in order to limit daily truck trips to no more than 50 one-way diesel-powered truck trips per day. This proposed limit is one-fourth of the truck trip rate that California Air Resources Board includes in its reference to the siting of a "distribution center" with respect to sensitive receptors in the California Air Resources Board Air Quality and Land Use Handbook (ARB 2005), which is also considered conservative because this guidance was published in 2005 based on emissions standards that have since been substantially.

Furthermore, as described on page 3.3-24 of the Draft EIR, consistent with General Plan Policy 2.L.2, the WRTP Specific Plan is intended to be implemented in a manner that encourages "sustainable development through the use of renewable energy sources and water conservation tools with the goal of striving to achieve zero net energy at the building and neighborhood level to the extent feasible." Section 2.2.3 of the WRTP Specific Plan outlines the WRTP Specific Plan's sustainability principles and consistency with related policies of the 2035 General Plan and Climate Action Plan that implement this goal. In particular, these policies require new development be consistent with the City's Climate Action Plan, including the goal of achieving zero net energy at the building and neighborhood level, using trees for cooling and related energy conservation, providing for alternative fueling and electric vehicle charging throughout residential and non-residential garages and parking lots, incorporation of Transportation Demand Management tools and programs to reduce total vehicle miles travelled (VMT) generated by operations within the WRTP Specific Plan Area. Applying these policies to implementation of the WRTP Specific Plan would result in a reduction of long-term emissions of criteria air pollutants, particularly from energy and mobile sources. These policies and approach to development within the WRTP Specific Plan Area is relevant for all future development projects and operations, not only potential warehouse land uses, but is also consistent with the intent of the Attorney General's guidance that is specific to warehousing operations.

The mitigation imposed through the Draft EIR is designed to apply to a range of future uses that are allowed under the Specific Plan and anticipated for development under the Specific Plan, with appropriate performance standards. For example, Mitigation Measure 3.3-3c requires future projects to achieve less than 10.0 in a million excess cancer cases for the Maximally Exposed Individual and less than a 1.0 Hazard Index (chronic or acute) non-cancer risk (Draft EIR, page 3.3-41). Mitigation measures imposed by the EIR will be required regardless of whether future projects are approved by right, through a zoning administrator approval, through the conditional use permit process, or by other means.

Site plan and design review for non-residential uses that require a zoning administrator approval or conditional use permit will be considered in conjunction with the review of required permits, which would generally be considered discretionary for the purposes of CEQA. Development allowed by right is only allowed as permitted by law and future environmental approvals. If uses that were not anticipated by the Specific Plan and EIR are proposed in the future, or if uses that propose development beyond the amounts allowed under the Specific Plan are proposed, or if the circumstances or conditions changed as provided in CEQA Guidelines Section 15162, the City will follow relevant guidance related to supplemental or subsequent environmental review, including consideration of feasible mitigation.

As explained in the introduction of California Attorney General's *Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act*, the mitigation measures contained therein, and referenced by the commenter, were developed building upon the Attorney General's Bureau of Environmental Justice's comment letters on and collecting knowledge gained from the Bureau of Environmental Justice's review of hundreds of warehouse projects across the state in order to "help lead agencies pursue CEQA compliance and promote environmentally-just development as they confront warehouse project proposals." As stated above, the Final WRTP Specific Plan has been revised to make clear that warehousing is not a permitted use and that any land use within the WRTP Specific Plan area would be held to truck trip limits and gross square footage to ensure that diesel emissions would not compare to the levels generated by the truck traffic intensity for which the Attorney General's recommendations were developed. Furthermore, Mitigation Measure 3.3-3b requires those guidelines of the CARB *Air Quality and Land Use Handbook: A Community Health Perspective* (2005), and subsequent *Technical Advisory (2017)* be implemented for new development within the WRTP Specific Plan area. These guidelines include avoiding the siting of new commercial trucking facilities that accommodate more than 100 trucks per day, or 40 trucks equipped with transportation refrigeration units (TRUs), within 1,000 feet of sensitive receptors (e.g., residences); the Final WRTP Specific Plan Performance Standard E (Section 3.3.2 of the Final WRTP Specific Plan) is consistent with this guidance.

Therefore, the City's existing General Plan policies, Climate Action Plan implementation measures, and Final WRTP Specific Plan Design Standards and Specifications, along with proposed mitigation in the EIR and the City's discretionary review and approval of future projects within the WRTP Specific Plan Area ensure that future projects will reduce long-term operational emissions to the extent feasible.

While the City has imposed all feasible mitigation, it is acknowledged that a significant and unavoidable impact would remain. This is consistent with the City's obligations under CEQA. No change to the Draft EIR is needed, nor would any change be appropriate. No revision to the EIR mitigation measures have been made or are necessary.

Comment 3-7 Summary of Comment: The commenter states that the Draft EIR fails to discuss all potentially feasible mitigation measures available to address the project's significant air quality impacts resulting from its construction. The commenter provides a list of additional feasible measures identified by the Attorney General and claims that the City must adopt and make enforceable these measures in order for the City to make a finding of overriding considerations.

Response: Please see the response to comment 3-6 with regard to the purpose and enforceability of recommendations of the California Attorney General's Bureau of Environmental Justice *Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California* Environmental *Quality Act*. As detailed in Mitigation Measure 3.3-2a, the identified mitigation measures are recommended by the lead agency for the County responsible for overseeing air quality, Yolo-Solano Air Quality Management District. However, the mitigation measure does not limit the required mitigation measures to that list, rather it extends to "those [measures] determined by the City to be as effective."

Furthermore, as the mitigation measures from the California Attorney General's Bureau of Environmental Justice *Warehouse Projects* white paper, and referenced by the commenter, could be applicable to construction projects in general and not only warehousing projects, these additional mitigation measures have been reviewed and considered for applicability, feasibility, and enforceability, and incorporated into the EIR as a revision to Mitigation Measure 3.3-2a.

1. Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier 4 Final engines, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

2. Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.

3. Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.

4. Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.

5. Limiting the amount of daily grading disturbance area. Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.

6. Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.

7. Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.

8. Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.

9. Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

Comment 3-8 Summary of Comment: The commenter claims that the Draft EIR fails to discuss all potentially feasible mitigation measures available to address the project's significant noise impacts resulting from construction and operational activities of the implementation of the WRTP Specific Plan. The commenter acknowledges that the Draft EIR identifies several noise mitigation measures but, even with implementation of mitigation, finds potential noise impacts to be significant and unavoidable. states that all mitigation measures concerning air pollution impacts, besides one, only address impacts during construction.

Response: Mitigation Measure 3.11-1 has been reviewed. The construction hour limitations included with this mitigation measure are consistent with City policy and ordinance guidance and have not been revised. Additional mitigation has been incorporated into Mitigation Measure 3.11-1, as suggested by the commenter, including the following (see also Chapter 3, Errata, of this Final EIR, as well as the Mitigation Monitoring and Reporting Plan provided as Appendix A to this Final EIR):

- Further limiting idling time of noise-generating vehicles and equipment to 2 minutes, rather than 5 minutes.

- Where construction work is within 445 feet of properties with existing, occupied noise-sensitive uses, construction shall be prohibited on weekends and holidays and construction should start no earlier than 8 a.m.

- Where non-residential construction work is within 445-feet of an existing off-site residence, installation of continuous noise curtains shall be required between the construction site and those residences.

Comment 3-9 Summary of Comment: The commenter states that the Draft EIR fails to disclose the potentially feasible mitigation measure that large commercial development projects within the WRTP be conditioned on obtaining a CUP and ensure the City and the public have an opportunity to review additional feasible mitigation measures to address unavoidable significant impacts identified in the Draft EIR. The commenter asserts that requiring a CUP for future proposed developments within the Specific Plan Area would mitigate unavoidable air quality and noise impacts for the Project.

Response: Please see the responses to comments 3-1 and 3-2.

Comment 3-10 Summary of Comment: The commenter states that the Draft EIR fails to consider an Alternative to the WRTP Specific Plan that requires large commercial development projects within the WRTP be conditioned on obtaining a CUP. The commenter also states that providing Alternative versions of the Specific Plan that require

the use of CUPs for non-residential uses must be included in the Draft EIR to evaluate a reasonable range of alternatives and allow for informed decision making.

Response: Please see the responses to comments 3-1 through 3-3.

Comment 3-11 Summary of Comment: The commenter states that the Draft EIR does not address adequately the project's impacts on wildlife, and that Dr. Smallwood believes that the efforts to identify a meaningful baseline of wildlife values in and adjacent to the Specific Plan were inadequate. The commenter provides a summary of the three visits by Dr. Smallwood to the Project site and the findings and conclusions.

Response: The biological resources impacts of the WRTP Specific Plan and future projects within the Specific Plan Area and off-site improvement areas are evaluated in detail in Draft EIR Section 3.4, "Biological Resources." As described in Draft EIR Section 3.4.4 "Thresholds of Significance," the CEQA Guidelines Appendix G (14 California Code of Regulations 15000 et seq.) has identified significance criteria to be considered for determining whether a project could have significant impacts on biological resources, and those criteria were used for this project.

Baseline wildlife use of the site was determined through desktop database review and also through field reconnaissance surveys in order to assess land cover types and special-status species habitat within the Specific Plan Area and off-site improvement areas. Results of these reconnaissance surveys are provided in Section 3.4.1 of the Draft EIR, which provides information about land cover types and special status species habitat in the WRTP Specific Plan Area and off-site improvement areas in order to define baseline site conditions to identify potential species that may be impacted by the project, to inform the need for future focused preconstruction species-specific surveys for avoidance and minimization of potential impacts on such species, and to quantify the direct loss of wildlife habitat as a result of buildout of the WRTP Specific Plan. The results of database review and biological surveys are presented in Section 3.4.2 "Environmental Setting" of the Draft EIR and include complete descriptions and mapping of all habitats in the Specific Plan Area and off-site improvement areas, including lists of existing vegetation and use of the site by common and special-status species. Section 3.4.2 accurately and completely describes the project site as having been altered by agricultural development and undergoing regular disturbance related to agricultural activities, and states that numerous common and special-status species may use the site for forage, cover, and/or nesting purposes.

A point-in-time list of wildlife species observed during a single survey effort, such as what was done by Dr. Smallwood on June 28-30, 2021, is not as informative to the baseline evaluation of the WRTP Specific Plan Area as the methods used in the Draft EIR given that the site is regularly disturbed by agricultural operations and wildlife use of the site is likely to change depending on time of year, type of crop in rotation, and level of disturbance at the time of the survey. Instead, the Draft EIR uses a habitat-based approach that conservatively identifies and evaluates impacts on species known to occur onsite (based on the desktop database review) and also species that may occur (based on the presence of suitable habitat), rather than only the species detected during a survey at a point in time. The Draft EIR describes that agricultural lands provide important habitat for common and special-status species, and provide greater habitat values than urban areas and developed land. The impact analysis presented in the Draft EIR assumes use of

the site by Swainson's hawk, white-tailed kite, northern harrier, and other special status birds, and that the site also provides nesting opportunities for raptors and other birds.

More specifically, the Draft EIR's impact analysis is based on reconnaissance-level site visits conducted by qualified biologists in 2017 and 2019 to identify the presence of land cover and habitat that could support special-status species within or adjacent to the WRTP Specific Plan Area and the off-site improvement areas, and a desktop database review of the California Natural Diversity Database (CNDDB) and U.S. Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) search results in 2019 to identify species known to occur within or adjacent to the project site. The Draft EIR's use of a potential-for-occurrence based approach conservatively evaluates impacts on species for which suitable habitat is present, as opposed to conducting protocol level surveys to determine which species are present and may be affected by the project. This potential-for-occurrence type of approach typically results in a more inclusive, conservative analysis of species potentially affected. As such, all 7 special-status species detected during surveys by Dr. Smallwood are evaluated for impacts from the project in the Draft EIR and mitigation proposed (See Impacts 3.4-1 and 3.4-2). In addition to the Mitigation Measures adopted in the 2035 General Plan EIR, the WRTP Specific Plan Draft EIR also contains eight additional mitigation measures designed to provide additional protection to special-status biological resources that are known to occur or may occur in the off-site improvement areas. See Response to Comment 3-14 below and Draft EIR Section 3.4.4 "Environmental Impacts and Mitigation Measures" for more detail. The commenter notes that loggerhead shrike could be present in the project area based on his personal experience observing them near the project site. The commenter also notes that Northern harrier could potentially nest in the project area. The potential for occurrence Table 3.4-4 from Section 3.4, "Biological Resources," of the EIR has been updated and this change provided in Chapter 3, "Errata" of this Final EIR to include these species. Impacts to these species are already addressed in in Impact 3.4-2 and Mitigation Measures 3.4-2a and 3.4-2b would avoid direct loss of protected bird nests and compensate for habitat loss. The commenter also points out that the tricolored blackbird has been listed under the California Endangered Species Act as threatened since 2018. At the time of the Notice of Preparation in 2017, the tricolored blackbird was listed as a candidate species under the California Endangered Species Act and is identified as such in the Draft EIR (Table 3.4-4). The listing status of the tricolored blackbird has been updated, as provided in Chapter 3, Errata, of this Final EIR, to reflect its current listing status. These revisions do not change the findings, conclusions, or recommendations of the Draft EIR.

Comment 3-12 Summary of Comment: The commenter states that the wildlife baseline described in the Draft EIR is inadequate and omits numerous special status species observed by Dr. Smallwood on and adjacent to the Project site. The commenter also claims that this makes the Draft EIR insufficient as an information document pursuant to CEQA.

Response: Section 3.4.2 "Environmental Setting" of the Draft EIR establishes the baseline that agricultural lands provide important habitat for common and special-status species, and states that they generally provide greater habitat values than urban areas and developed land. The impact analysis presented in the Draft EIR assumes use of the site by special status raptors listed in Table 3.4-4, and acknowledges that the site also provides nesting opportunities for raptors and

other birds, which are inclusive of the species observed by Dr. Smallwood. No protocol-level species-specific surveys were conducted for the WRTP Specific Plan Area and off-site improvement areas because the suitable habitat potential-for occurrence based approach used in the Draft EIR provided a more conservative (i.e., inclusive) assessment of potential impacts, and because each future project proposed under the WTRP Specific Plan will be required to carry out species-specific preconstruction surveys in accordance with the mitigation measures identified in Section 3.4.4 of the Draft EIR. Because site occupancy by a particular species may vary over time, especially given the noted disturbances to agricultural lands within the project site and potential for crop rotations including fallow fields at times, it is more appropriate to require preconstruction protocol-level surveys for raptors and other nesting birds at the time of each future project's implementation (such as the mitigation measures currently require) to ensure a more accurate identification of baseline nesting activity and appropriate avoidance and mitigation at the time of impact. Impacts to federal trust species, common raptors, and migratory birds mentioned specifically in the commenter's letter are addressed under Impact 3.4-2 (Special-Status and Migratory Nesting Birds and Raptors) in Draft EIR Section 3.4.4 "Environmental Impacts and Mitigation Measures," because specifically-mentioned species are either special-status or migratory nesting birds or raptors. Implementation of Mitigation Measures 3.4-1a – 3.4-1c requires focused preconstruction surveys for Swainson's hawk, white-tailed kite and burrowing owl, and will ensure that foraging habitat would be preserved at the appropriate ratio of habitat value lost. Implementation of Mitigation Measures 3.4-2a and 3.4-2b will ensure that all nesting birds and raptors, including the common and special-status species noted in the commenter's letter, will be protected in accordance with the Migratory Bird Treaty Act and the California Fish and Game Code.

The City appreciates the additional bird observation and nest location information provided in the commenter's attachments. Dr. Smallwood reported observation of the following seven special-status species as a result of visual surveys of the WRTP Plan Area: three raptor species that are protected by Fish and Game Code Section 3503.5 (red-tailed hawk, American kestrel, and barn owl); one California Department of Fish and Wildlife (CDFW) fully-protected species (white-tailed kite); and two species listed as threatened under the California Endangered Species Act (Swainson's hawk and tricolored blackbird). Dr. Smallwood also reported another 32 common wildlife species, including ground squirrel, black-tailed jackrabbit, coyote, and numerous migratory birds. These observations are consistent with Section 3.4.2 "Environmental Setting", which states that several species of raptors, common birds, and mammals are associated with habitats within the study area, and that agricultural lands in the site provide important habitat for common and special status raptors, including Swainson's hawk, white-tailed kite, northern harrier, and burrowing owl. The commenter points out that the tricolored blackbird has been listed under the California Endangered Species Act as threatened since 2018. At the time of the Notice of Preparation in 2017, the tricolored blackbird was listed as a candidate species under the California Endangered Species Act and is identified as such in the Draft EIR (Table 3.4-4). The listing status of the tricolored blackbird has been updated, as provided in Chapter 3, Errata, of this Final EIR, to reflect its current listing status. This revision does not change the findings, conclusions, or recommendations of the Draft EIR.

Comment 3-13 Summary of Comment: The commenter states the Draft EIR fails to address impacts of habitat loss to bird species.

Response: Impact analysis was based on the conservative assumption that ***all*** existing vegetation could be removed and that all existing habitat functions would be lost. Habitat loss to bird species is addressed in Section 3.4.4 under Impact 3.4-2 "Special-status and Migratory Nesting Birds and Raptors." Compensatory mitigation for modifications to habitats that are suitable for special status species, including nesting birds, are addressed under mitigation measures proposed for the loss of nesting and foraging habitat for Swainson's hawk (Mitigation Measure 3.4-1b) in Section 3.4.4 of the Draft EIR, which proposes compensatory mitigation for the loss of nesting and foraging habitat for Swainson's hawk; this mitigation would also cover the loss of suitable nesting and foraging habitat for other special-status and migratory birds. Furthermore, as discussed in Chapter 3.2 "Agriculture and Forestry Resources", project applicants for future projects proposed within the WRTP Specific Plan Area are required to replace Prime Farmland at a 1:1 ratio for lands within the City and 3:1 for lands within the County commensurate with the quantity and quality of the converted farmlands, within the same agricultural regions as the impacts occur, that could also provide suitable nesting and foraging habitat for special-status raptors and other birds. Given that the impact assessment within the Draft EIR is conservative and may even overstate actual impacts, no change to the Draft EIR is needed.

Comment 3-14 Summary of Comment: The commenter claims the Draft EIR's sole reliance on the Yolo County Habitat Conservation Plan (HCP) to mitigate wildlife impacts is not supported by substantial evidence and is insufficient as a matter of law. The commenter asserts that relying solely on the Yolo County HCP creates shortfalls to the cumulative impact analysis, and that there is an absence of information explaining the effect of HCP in achieving habitat goals.

Response: The WRTP Specific Plan Draft EIR was developed to be consistent with the Yolo HCP/NCCP, as required by Item 6 of the environmental checklist in Appendix G of the CEQA Guidelines, as amended, which states that a proposed project "would result in a significant impact related to biological resources if it would conflict with the provisions of an adopted HCP, natural community conservation plan, or other approved local, regional, or state HCP." Because the WRTP Specific Plan Area is within the Yolo HCP/NCCP coverage area, each project within the WRTP Specific Plan Area and Off-site Improvement Areas must apply for HCP/NCCP coverage prior to grading permit issuance and the avoidance, minimization, and mitigation measures included in the Draft EIR must be, and are, consistent with the Yolo HCP/NCCP. However, these mitigation measures do not rely solely on the Yolo HCP/NCCP to mitigate wildlife impacts. In addition to the provisions of the Yolo HCP/NCCP, all project-related work would be subject to the City of Woodland's uniformly applied development standards (CEQA Guidelines Section 15183[f][7]). Uniformly applied development standards include the 2035 General Plan, the Climate Action Plan, existing City regulations and standards, design review requirements, and impact fee programs. Furthermore, a suite of eight different mitigation measures specifically designed to protect wildlife and associated habitat related to buildout of the WRTP Specific Plan Area and off-site improvement areas would be implemented as part of future development projects. These mitigation measures would also protect wildlife species not covered in the HCP (i.e. yellow-billed magpie) and include the following:

- Mitigation Measure 3.4-1a: Minimize Take and Adverse Effects on Habitat of Swainson' Hawk and White-Tailed Kite.

- Mitigation Measure 3.4-1b: Comply with Yolo HCP/NCCP Requirements for Compensation for Loss of Swainson's Hawk Foraging Habitat.

- Mitigation Measure 3.4-1c: Minimize Take and Adverse Effects on Western Burrowing Owl.

As noted on pages 3.4-29 and 3.4-30 of the Draft EIR, implementing Mitigation Measures 3.4-1a through 3.4-1c would reduce significant impacts on Swainson's hawk, white-tailed kite, and burrowing owl to a less-than-significant level because it would ensure that these species are not disturbed during nesting so that project construction would not result in nest abandonment and loss of eggs or young or result in decreased reproductive success of Swainson's hawks, white-tailed kites, or burrowing owls. These measures would also ensure that Swainson's hawk foraging habitat would be preserved at the appropriate ratio of habitat value lost, consistent with the strategy of the Yolo HCP/NCCP, which would also benefit other sensitive and common bird species that utilize this habitat for foraging.

- Mitigation Measure 3.4-2a: Avoid Loss of Protected Bird Nests.

- Mitigation Measure 3.4-2b: Implement Mitigation Measures 3.4-1b

As noted on pages 3.4-31 and 3.4-32 of the Draft EIR, implementing Mitigation Measure 3.4-2 would avoid disturbing birds during nesting so that project construction would not result in nest abandonment and loss of eggs or young and would ensure compliance with the MBTA and CDFG Code. Mitigation 3.4-2b would require developers for each individual project within the WRTP Specific Plan Area to apply for the HCP/NCCP coverage and payment of development-based fees to fund mitigation that will offset losses of land cover types, covered species habitat, and other biological values. Implementation of Mitigation Measure 3.4-2b would reduce significant impacts on foraging habitat for tricolored blackbird (as well as yellow-billed magpie and other sensitive bird species) and wintering habitat for mountain plover to a less-than-significant level because it would ensure that foraging habitat (i.e., 310 acres of cultivated lands) would be preserved at the appropriate ratio of habitat value lost, consistent with the conservation strategy of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018). Therefore, there would not be a negative cumulative impact.

- Mitigation Measure 3.4-3: Minimize Take and Adverse Effects on Habitat of Valley Elderberry Beatle.

As noted on page 3.4-34 of the Draft EIR, implementing Mitigation Measure 3.4-3 would reduce potentially significant impacts on VELB to a less-than-significant level because all elderberry shrubs would be mapped and impacts would be avoided and if impacts cannot be avoided, compensatory mitigation will be required. The WRTP Specific Plan will be implemented in accordance with the Yolo HCP/NCCP avoidance and minimization measures. Therefore, with incorporation of HCP/NCCP equivalent mitigation and adherence to other HCP/NCCP

avoidance and minimization measures, WRTP Specific Plan's individual impacts and its contribution to cumulative impacts to covered species would be less than significant.

- Mitigation Measure 3.4-4: Avoid Direct Loss of Bat Roosts and Special-status Bats.

As noted on page 3.4-35 of the Draft EIR, implementing Mitigation Measure 3.4-4 would reduce potentially significant impacts on bat roosts and special-status bat species, including pallid bat and western red bat, to a less-than-significant level because appropriate avoidance minimization measures will be implemented, such as preconstruction surveys, delaying removal of roost habitat until end of maternity season (August 31) or until the young are capable of flights in consultation with CDFW, and having a qualified biological monitor present during removal of habitat trees or structures.

- Mitigation Measure 3.4-5: Avoid Loss of and Degradation of Federally Protected Waters.

As noted on page 3.4-36 of the Draft EIR, implementing Mitigation Measure 3.4-5 would reduce potentially significant impacts on potentially jurisdictional water features, to a less-than-significant level because implementation of the BMPs, permit conditions, and mitigation requirements will avoid, minimize, and mitigate for impacts on jurisdictional waters.

(see Draft EIR Section 3.4.4 "Environmental Impacts and Mitigation Measures" for more detail).

The commenter notes that populations of burrowing owl breeding pairs and white-tailed kite breeding pairs in the County have declined over the past 25-27 years, and that there is no substantial evidence supporting the assumption that implementation of the HCP will mitigate the Project's cumulative impacts on these species. The Draft EIR does not rely solely on the HCP/NCCP and includes mitigation measures as described above (Mitigation Measures 3.4-1a – 3.4-1c) to avoid, mitigate, and compensate for impacts to these species.

As for the commenter questioning the status of implementation and performance trends of the HCP, the HCP/NCCP is a newly approved (2018) 50-year program and implementation is just getting underway. It is supported by CDFW and USFWS and this approach benefits natural resources at the landscape level. There is no substantial evidence at this point, and it would be considered speculative, that the HCP/NCCP and the mitigation measures included in this Draft EIR are insufficient to address cumulative impacts on burrowing owl, white-tailed kite, or Swainson's hawk.

No change to the Draft EIR is needed.

Comment 3-15 Summary of Comment: The commenter states that the Draft EIR fails to adequately analyze the project's impacts on wildlife movement. The commenter identifies that the Draft EIR must account for wildlife movement that includes stopover habitat and staging habitat for wildlife.

Response: Potential stop-over and foraging habitat for birds along the Pacific Flyway as addressed in Draft EIR Impact 3.4-6. As discussed in Impact 3.4-6, the WRTP Plan Area consists of open

agricultural land used for row crops, and abundant agricultural habitat of equal or better value (for migrating birds on the Pacific Flyway) is available surrounding the WRTP Specific Plan Area. Migratory routes associated with the Cache Creek, Willow Slough, and Yolo Bypass riparian corridors will not be affected by the proposed project. Furthermore, the WRTP Specific Plan Area and off-site improvement areas are not located within any of the ecological corridors identified in the Yolo HCP/NCCP as important to maintaining connectivity between communities, habitat patches, species populations, or the Yolo HCP/NCCP proposed reserve system. No change to the Draft EIR is needed.

Comment 3-16 Summary of Comment: The commenter states that the Draft EIR fails to address the impacts on wildlife from additional traffic generated by the project, specifically, the potentially significant impact on wildlife that could occur due to possible increased vehicle collisions with special-status species.

Response: The loss of species as a result of buildout of the WRTP Specific Plan is already addressed through evaluation of project-related impacts in Section 3.4.4 of the Draft EIR, which assumes total loss of existing habitats. The WRTP Specific Plan Area is surrounded by roadways, including State Route 113 immediately to the west, that pose existing unquantified traffic threats to wildlife that may use the site or surrounding areas. Speculating on additional cumulative impacts on any remaining wildlife and/or wildlife that may be attracted to the site after buildout of the Specific Plan Area, and speculating on the potential future use of the site by wildlife and possible new traffic-related threats after buildout of future projects, is not consistent with the purpose or requirements of CEQA. The commenter is referring to an animal crossing the road and getting hit by a vehicle or a flying bird getting hit by a vehicle, which would not be significant. Analysis of vehicle traffic on wildlife in an urban setting is focused on those situations in which special-status species may regularly move from between suitable habitat, such as for breeding, and be hindered as a result of roadway crossings. In the case of the WRTP Specific Plan Area, the only special-status species in the area are birds that can fly out of harm's way and there are no unusual obstacles or traffic conditions proposed by the Specific Plan that would preclude such. It would be speculative to try and determine if and how many mortalities of special-status birds there might be due to an incremental increase in regional traffic created by the project. No change to the Draft EIR is needed.

Comment 3-17 Summary of Comment: The commenter states that the project may have significant environmental impacts by causing fatal bird strikes on its structure and windows, and to be legally sufficient, the Draft EIR must include an analysis of the likely magnitude of bird collisions with the project, as well as the particular species that would be most likely to collide, and be evaluated for direct and cumulative impacts of bird fatalities.

Response: The loss of species as a result of buildout of the WRTP Specific Plan is adequately and comprehensively addressed through project-related impacts, as described in Section 3.4.4 of the Draft EIR, which assumes total loss of existing habitats. Speculating on additional cumulative impacts on any remaining wildlife and/or wildlife that may be attracted to the site after buildout of the Specific Plan Area, and speculating on the potential future use of the site by wildlife and possible new threats, such as bird window collisions, after buildout of future projects, is not consistent with the purpose or requirements of CEQA. No change to the Draft EIR is needed.

Comment 3-18 Summary of Comment: The commenter states that the Draft EIR fails to analyze the impacts of house cats on wildlife, specifically, the project will likely introduce house cats to the project site that will prey upon birds and small mammals, and could contribute to the downstream loading of Toxoplasma gondii, a parasite in which definitive hosts are cats.

Response: The loss of species as a result of buildout of the WRTP Specific Plan is adequately and comprehensively addressed through evaluation of project-related impacts, as described in Section 3.4.4 of the Draft EIR, which assumes total loss of existing habitats. The WRTP Specific Plan Area is bordered to the east and north by the existing Spring Lake development that already poses an existing unquantified threat to wildlife via the presence of outdoor cats, all of whom may already move through the site. Speculating on additional cumulative impacts on any remaining wildlife and/or wildlife that may be attracted to the site after buildout of the Specific Plan Area, and speculating on the potential future use of the site by wildlife and possible addition of cats after buildout of future projects, is not consistent with the purpose or requirements of CEQA. No change to the Draft EIR is needed.

Comment 3-19 Summary of Comment: The commenter states that the Draft EIR's estimate of air pollutant emissions is inconsistent with information presented in the Draft EIR and underestimates emissions that would result from the Specific Plan. The commenter includes claims of inconsistency and lack of substantial evidence for emissions estimating methodology, as identified in further comments below.

Response: The emissions estimates included in the Draft EIR use the best available information and industry accepted modeling methodology to analyze air pollutant emissions and related impacts, supported by substantial evidence. Specific responses to comments related to air pollutant emissions estimates are provided below in responses to comments 3-20 through 3-28.

Comment 3-20 Summary of Comment: The commenter states that the Draft EIR's air quality models use unsubstantiated reductions to land use sizes. Specifically, that in the project's California Emissions Estimator Model (CalEEMod) output files, found that the air model made reductions to land use sizes than what was proposed in the Draft EIR, without providing justification to the change.

Response: The estimate of total non-residential square footage provided on page 2-7 of the Draft EIR, as referenced by SWAPE in the comment letter, is an estimate based on developable land within the WRTP Specific Plan Area and allowable land uses and development standards included in the WRTP Specific Plan. The acreage and square footage estimates used to inform the land use inputs to CalEEMod were based upon more detailed land use planning exercises to reflect permitted land uses, as well as a more detailed understanding of circulation, utility, open space, and buffer areas that will be integrated in the WRTP Specific Plan Area, along with off-site improvement areas. As explained on page 0-7 of the Draft EIR, while the total development square footage and other land use details are all reasonable assumptions based on the land use designations and other planning details of the WRTP Specific Plan, these inputs are assumptions used for the purposes of analysis of environmental impacts of the WRTP Specific Plan. A difference of 27,831 square footage from the 2.2 million square feet as generally referenced in the Draft EIR project description, is approximately 1.2 percent. As detailed on page 3.3-23 of the Draft EIR, the emissions estimated using CalEEMod assume full-build out of the project by

the year 2035, but it is unlikely that the entire WRTP Specific Plan will be build out in 2035. In addition, as further described on this same page, emissions from building operations and mobile sources would likely be reduced in future years due to increasingly stringent regulatory requirements and technological advances to reduce emissions from both construction and operations and as a result of the WRTP Specific Plan Performance Standards, including that which requires that all uses within the WRTP Specific Plan are subject to the Performance Standards listed in Section 3.3.2 and shall demonstrate consistency with the 2035 Climate Action Plan as outlined in Section 3.3.3 of the WRTP Specific Plan, and the WRTP Specific Plan's Transportation Demand Management/Vehicle Miles Traveled Reduction Program that would reduce overall vehicle miles traveled and related emissions from future operations within the WRTP Specific Plan Area, all of which were not accounted for in the emissions modeling for the WRTP Specific Plan Area. As such, the emissions presented in the Draft EIR are considered conservative and the slight difference between the square footage estimate presented in the Draft EIR Project Description and the more detailed land use estimates used in the CalEEMod model do not present an overall underestimation of future emissions to potential impacts associated with such emissions. Furthermore, the potential construction and operational emissions associated with buildout of the WRTP Specific Plan were updated to eliminate the discrepancy noted by the commenter. The emissions were estimated using the most current version of CalEEMod (Version 2023.1.1.14), applying the same methodology as detailed in the Draft EIR Section 3.3.4 and as detailed in Appendix B to the Draft EIR, but with updated land use detailed to match those of the Final WRTP Specific Plan Land Use Table 2.1 and to account to parking and landscaping as appropriate. Based on the updated modeling, the total construction and total operational emissions are less than those presented in the Draft EIR. Although the land use square footage was increased by approximately 1.2 percent, anticipated construction and operational emissions reflect the most current emission factor and energy use data, as appropriate for the land uses to be developed under the WRTP Specific Plan, with development starting at the earliest in 2024. This further supports the significance conclusions related to air quality impacts, as presented in Section 3.3 of the Draft EIR. Therefore, no change to the Draft EIR is needed or has been made.

Comment 3-21 Summary of Comment: The commenter states that the Draft EIR's air quality model made unsubstantiated reductions related to parking, specifically, that neither the Draft EIR nor the CalEEMod output files provided an estimate of the extent of future parking, so the project's air quality impacts can't be relied upon.

Response: The specific parking areas and types associated with each proposed land use designation have not yet been identified; however, as explained in response to comment 3-20, emissions estimates have been updated to include estimated parking and landscaping areas associated with each of the proposed land uses based on the land use type and similar ratios of horizontal building development to parking and landscaping uses. The emissions were estimated using the most current version of CalEEMod (Version 2023.1.1.14) applying the same methodology as detailed in the Draft EIR Section 3.3.4 and as detailed in Appendix B to the Draft EIR, but with updated land use detailed to match those of the Final WRTP Specific Plan Land Use Table 2.1 and to account to parking and landscaping, as appropriate. Based on the updated modeling, construction-related emissions are less than those presented in the Draft EIR. Although parking and landscaping land uses were added as appropriate, anticipated construction emissions reflect

the most current emission factor and energy use data, as appropriate for the land uses to be developed under the WRTP Specific Plan, with construction starting at the earliest in 2024. This further supports the significance conclusions related to air quality impacts, as presented in Section 3.3 of the Draft EIR. Therefore, no change to the Draft EIR is needed or has been made.

Comment 3-22 Summary of Comment: The commenter states that the modeling data does not include an adequate basis for changing the default percent paved values, and that it assumes that future hauling, vendor, and worker trips will only travel on paved surfaces, despite the project sitting on farmland. The commenter states that this is an important distinction to make for estimating the project's fugitive dust emissions.

Response: Notes provided within the CalEEMod output files contained in Appendix B to the Draft EIR specifically state that the Specific Plan Area's proximity to major roadways surrounding the Specific Plan Area is the relevant factor in changing the percent paved values. Trips to and from the WRTP Specific Plan Area for future development projects would use the surrounding highways and major roadways. In addition, as detailed in Chapter 6 of the WRTP Specific Plan, infrastructure requirements for each phase of development of the WRTP Specific Plan include on-site backbone infrastructure and off-site facilities necessary for each development, which includes roadway and other facilities and improvements. As such, there would be minimal on-road vehicle activity on unpaved roadways since the roadway improvements would occur to support the larger development area. In addition, as development occurs, agricultural operations within the development footprint that include fugitive-dust generating vehicle and equipment activity on previously unpaved roadways and agricultural land would no longer occur once development occurs. The default percent unpaved road characteristics in CalEEMod are based up a county average for unpaved roadways, and do not reflect project-specific considerations of construction traffic routes and project planning that would occur to appropriately phase any necessary roadway improvements with proposed development projects. The revision of the default to 99 percent paved roadways for construction is appropriate and reflects that between one-tenth to one-half mile of the various construction-related trips may occur on unpaved roadways, which is a reasonable assumption for a portion of initial construction-related trips as internal roadways infrastructure is being developed, and perhaps conservative for later phases of construction when roadway improvements to support initial development phases would have already been completed, thereby providing paved roadways for 100 percent of the construction-related on-road travel. Similarly, revising the default parameter for operational vehicle trips occurring on paved roadways to 100 percent accurately reflects that the WRTP Specific Plan provides for supporting infrastructure improvements, including new and improved roadways; in general, and as explained in Section 6.3, "Infrastructure Sequencing," of the WRTP Specific Plan, development sequencing strategy is structured to advance the backbone infrastructure improvements needed to support associated development, in compliance with City policies and standards, and that the development area can support the costs of the required improvements. Therefore, no change to the Draft EIR or supporting emissions estimates is needed.

Comment 3-23 Summary of Comment: The commenter states that the air quality model improperly assumes reductions to default values for energy usage.

Response: As acknowledged in Exhibit B page 5 of this comment letter, the Draft EIR explains on page 3.3-17 that the energy intensity factors for energy uses subject to Title 24 standards were adjusted to reflect 2019 Title 24 standards from CalEEMod defaults, which are based on the 2016 Title 24 standards. Contrary to the claim in the comment letter that there is no "guarantee that these reductions would be implemented locally on the Project site," Title 24 California Building Energy Efficiency Standards are adopted into the California Code of Regulations (Title 24) and are required of new development in California and would be implemented by future projects within the WRTP Specific Plan Area. The energy reductions between new development that would be constructed to the 2016 Title 24 standards and the same new development but construction to 2019 Title 24 standards are based upon data provided by the California Energy Commission and are a best available estimate for such information. In addition, these reductions are considered conservative, as they reflect only the most current standards, while the Title 24 standards are updated every three years and increase energy efficiency and conservation requirements with each subsequent iteration. As such, consistent with the balance of analysis in the Draft EIR, the reductions applied to the CalEEMod modeling for the WRTP Specific Plan Area are conservative (likely to overestimate future building energy consumption). No change to the Draft EIR is needed, nor would any change be appropriate.

Comment 3-24 Summary of Comment: The commenter states that the Draft EIR's air quality model improperly assumed that off-road construction equipment would meet Tier 4 Final standards.

Response: Mitigation Measure 3.3-2b has been refined to clearly distinguish the requirement for the use of equipment greater than 50 horsepower to be powered with engines that meet Tier 4 Final emissions standards. Item 'c.' of Mitigation Measure 3.3-2b has been revised as such:

Mitigation Measure 3.3.-2b …

c. "~~- Comply with the State On-Road Regulation by using on-road~~ For all off-road heavy-duty equipment greater than 50 horsepower, utilize equipment that meet or exceed CARB's Tier 4 Final standards for ~~on~~ off-road heavy-duty diesel engines."

This aligns with the intent of the mitigation measure to reduce construction-related emissions of nitrogen oxides (NO_X) and particulate matter with aerodynamic diameter less than 10 microns (PM_{10}) and is reflected in the CalEEMod emissions modeling for the mitigation scenario, as included in Appendix B of the Draft EIR. This change does not change the significance determination as presented in the Draft EIR.

Comment 3-25 Summary of Comment: The commenter states that the Draft EIR failed to disclose a significant air quality impact from construction-related NOx emissions.

Response: The commenter is incorrect. The CalEEMod model inputs were specifically adjusted to project-specific data and reasonable assumptions based on the proposed land use mix and regional context, as detailed in the responses to comments 3-19 through 3-24. The data are appropriate for use in the calculations presented in the Draft EIR. The use of the data inputs and assumption for the CalEEMod model is appropriate for the Draft EIR, and the emissions estimates based on this modeling provide substantial evidence for the impact analyses and findings of significance.

As explained in response to comments 3-20 and 3-21, the potential construction and operational emissions associated with buildout of the WRTP Specific Plan were updated to eliminate the discrepancy in buildout square footage noted by the commenter, and to include parking and landscaping areas. The emissions were estimated using the most current version of CalEEMod (Version 2023.1.1.14), applying the same methodology as detailed in the Draft EIR Section 3.3.4 and as detailed in Appendix B to the Draft EIR, but with updated land use detailed to match those of the Final WRTP Specific Plan Land Use Table 2.1 and to account to parking and landscaping as appropriate. Based on the updated modeling, unmitigated construction-related emissions of NO_X would be 26 percent less than the NOx emissions presented in the Draft EIR, but would still exceed the Yolo-Solano Air Quality Management District (YSAQMD) threshold of significance for NOx prior to mitigation being applied. Impacts associated with NOx emissions are still concluded to be Less Than Significant with mitigation. This updated modeling therefore does not change the significance findings or the need for mitigation, as provided in the Draft EIR. The revised modeling by SWAPE is acknowledged, but does not reflect the appropriate modeling inputs or assumptions, as discussed above in the response to comments 3-19 through 3-24. Also note, the comment is incorrect in characterizing the Draft EIR as indicating a "no significant effect," as the Draft EIR concludes that unmitigated NO_X (as well as reactive organic gas [ROG] and PM_{10}) emissions would exceed thresholds of significance and that NO_X emissions are only reduce to below thresholds with implementation of Mitigation Measures 3.3-2a through 3.3-2c to reduce construction-related emissions. No change to the Draft EIR is needed, nor would any change be appropriate.

Comment 3-26 Summary of Comment: The commenter states that the Draft EIR fails to adequately evaluate health risks from diesel particulate matter emissions. The commenter requests that objective criteria be identified in the Draft EIR for any future projects requiring a health risk assessment, based on location relative to any existing or potential future residence and potential of toxic air contaminant (TAC) emissions during construction or operation.

Response: Mitigation Measure 3.3-3b requires implementation of guidelines from the California Air Resources Board's *Air Quality and Land Use Handbook: A Community Health Perspective* and the subsequent Technical Advisory, which detail land use compatibilities and buffer zone recommendations between various land uses, as well as measures to reduce exposure of sensitive receptors to substantial TAC concentrations. Mitigation Measure 3.3-3c provides objective criteria in the form of specific performance standards for excess cancer cases and non-cancer acute and chronic indices for future projects, along with mitigation requirements for future projects developed under the Specific Plan (Draft EIR, page 3.3-41).

In addition, the WRTP Specific Plan includes design standards to ensure compatibility of proximate land uses and minimize adverse impacts. The Specific Plan's land use diagram, as shown in Exhibit 2-3 of the Draft EIR, is designed to ensure separation of incompatible land uses such that proximity of sensitive receptors to substantial TAC emission sources. Chapter 3 of the WRTP Specific Plan includes guidelines regarding land use classifications and regulations pertaining to land uses within the WRTP Specific Plan Area. All uses are subject to the Performance Standards listed in Section 3.3.2 of the WRTP Specific Plan, including Performance Standard D that prohibits dust and particulate matter emissions "detectable beyond

property lines by a reasonable person without instruments" and requires that "[e]xhaust air ducts shall be located or directed away from abutting residentially-zoned properties." Table 3.1 of the WRTP Specific Plan identifies the permitted uses in each of the zoning designations, including notes detailing specific requirements pertaining to each land use. No change to the Draft EIR is needed, nor would any change be appropriate.

Comment 3-27 Summary of Comment: The commenter claims that the Draft EIR's reliance on the City's Climate Action Plan to find that the Project's greenhouse gas (GHG) emissions will be less than significant is in error because the Project does not comply with a number of measures set forth in the Climate Action Plan. The commenter references inconsistencies or omissions between the WRTP Specific Plan and the City's Climate Action Plan that are identified in Exhibit B, pages 12 through 19, appended to the comment letter, and requests the City review the comments and ensure that the GHG reduction measure are binding and enforceable on future projects prior to approving the WRTP Specific Plan.

Response: In preparation of the Draft EIR, the City closely reviewed the proposed WRTP Specific Plan and whether it would meet the standards of consistency with the City's Climate Action Plan and the 2035 General Plan and Climate Action Plan EIR, in accordance with CEQA Guidelines 15183.5(b).

Exhibit B of the comment letter asserts several reasons that the WRTP Specific Plan is inconsistent with the City's Climate Action Plan or where mitigation is required to ensure enforceability.

With regard to Climate Action Plan measures E-2, E-5, T/LU-6, UF-3, W/W-1, and W/W-2, the commenter notes that these measures are not included in Table 3.5-2 of the Draft EIR and therefore the commenter is unable to verify the WRTP Specific Plan's consistency with the City's Climate Action Plan. However, these measures are not at the discretion of future development under the WRTP Specific Plan. Rather, these measure are actions under the City's purview to promote and coordinate with local agencies for implementation. For example, and as noted by the commenter in the table provided in Exhibit B, page 12, Measure E-2 action are to: "Support/promote group purchasing programs for discounted energy-efficient appliance and equipment replacements; Promote residential programs such as Pacific Gas & Electric Company's (PG&E's) Energy Savings Assistance Program to help low-income homeowners and renters manage energy use and energy costs through free or low-cost upgrades to more energy-efficient appliances, lighting, and building features; Conduct education and outreach to promote rebates, incentives, and other programs as they become available, and use available information on rebates used by consumers to determine where to focus education and outreach; Provide information on equipment upgrade benefits, rebates, and energy-efficiency assistance from Yolo Energy Watch and other programs as part of the business license renewal process." These actions are not for individual projects to demonstrate consistency with and, therefore, were not included in Table 3.5-2 of the Draft EIR, which specifically was introduced as a table providing an outline of "the City's Climate Action Plan policies as relevant to the WRTP Specific Plan," and not a comprehensive list.

With regard to Climate Action Plan measures E-1, E-3, E-4, E-6, T/LU-5, T/LU-7, UF-2, the commenter points out that the City's Climate Action Plan requires that "a project must demonstrate that it is included in the growth projections upon which the Climate Action Plan modeling is based and that it incorporates applicable strategies and measures from the Climate Action Plan as binding and enforceable components of the project." As explained throughout the Draft EIR and specifically on page 3.5-15 of the Draft EIR impact analysis pertaining to greenhouse gas emissions and climate change, the scale and intensity of development proposed under the WRTP Specific Plan was assumed as part of the development analyzed under the 2035 General Plan and Climate Action Plan (CAP) EIR and considered in the growth projections upon which the CAP modeling is based.

The commenter goes on to claim that the identified policies, standards, and design guidelines of the WRTP Specific Plan that are referenced in the consistency checklist of Table 3.5-2 of the Draft EIR are not binding and enforceable components of the Project because they are not included as mitigation measures, referencing AEP CEQA Portal Topic Paper on mitigation measure that recommends inclusion of project design feature(s) that address environmental impacts in the mitigation monitoring and reporting program (MMRP) to ensure that these measure accompany building and construction plans through the permit process and are not eliminated during future design reviews without the understanding of the resulting environmental impact(s). In the case of the WRTP Specific Plan, these are not individual development design features, but policies, design standards, and design guidelines of the WRTP Specific Plan itself, which will serve as the governing document, along with other City regulations in effect at the time of development, against which subsequent development and/or proposed land use, including tentative map applications, within the WRTP Specific Plan Area will be reviewed for consistency and compliance. In acting to approve a project or permit, the City may impose conditions as are reasonably necessary to ensure that the project is in substantial compliance with the Specific Plan and all applicable plans and regulations. Furthermore, while Table 3.5-2 in included as one piece of the analysis in the Draft EIR regarding consistency between the WRTP Specific Plan and the City's Climate Action Plan, the analysis also included discussion and consideration of the implementation and administrative processes required of the WRTP Specific Plan and how those processes further ensure consistency of the WRTP Specific Plan with the City's Climate Action Plan. This analysis is provided on page 3.5-21 of the WRTP Specific Plan and includes review of Section 3.3.3, "Climate Action Plan Consistency," of the WRTP Specific Plan, which outlines the following requirements of all future development under the WRTP Specific Plan to demonstrate consistency with the City's Climate Action Plan:

(A) All new development projects and major expansion projects shall provide a summary of incorporated conservation measures, consistent with the City's 2035 Climate Action Plan, adopted with the General Plan in 2017 . For each Climate Action Plan strategy and related "action" relevant to new development projects, the City will determine: (a) the project is consistent; (b) the project with conditions or when modified would be consistent; (c) the strategy is relevant for new development, but not the subject project; or (d) the project includes one or more replacement strategies that would be equally or more effective in reducing GHG emissions and such replacement strategy or strategies are not include in

the Climate Action Plan or required by any other regulations, standards, design criteria, or other existing requirement.

(B) All projects shall complete and submit the City's Climate Action Plan Consistency Checklist for review and approval by the City prior to project approval. The Climate Action Plan Consistency Checklist allows proposed development projects to demonstrate consistency with the Climate Action Plan.

(C) Consistent with General Plan Policy 2.L.2, all projects shall strive to meet net zero energy consumption through the incorporation of conservation measures above Title 24 standards and shall, at minimum, demonstrate consistency with CalGreen Tier 1 Standards.

(D) Additional GHG reductions strategies and sustainability measures shall be considered in major expansion projects and in the ongoing operations and use of all commercial and residential projects within the [WRTP Specific] Plan Area including, but not limited to, Energy Conservation, Water Conservation/Quality and Low Water Landscape measures as outlined in [the WRTP Specific Plan] Sustainability Guidelines Sections 3.5.3.B for commercial uses and Section 3.5.12.B for residential.

As detailed in Chapters 3 through 5 of the City's 2035 Climate Action Plan, the Climate Action Plan addresses each of the recommended plan elements spelled out in CEQA Guidelines Section 15183.5(b)(1), and, therefore, will be used to streamline review of projects that are consistent with the Climate Action Plan. The City's Climate Action Plan Checklist serves to apply the relevant 2035 General Plan and Climate Action Plan policies and reduction measures through a streamlined review process for proposed new development projects that are subject to discretionary review and that trigger environmental review under CEQA. Projects that are consistent with the General Plan and demonstrate consistency with the Climate Action Plan may use this consistency determination in lieu of a project-specific GHG emissions analysis to address potential GHG emissions impacts. Therefore, construction and operational GHG emissions generated from implementation of the WRTP Specific Plan are evaluated based upon compliance with the City's Climate Action Plan.

As noted on page 1-2 of the Draft EIR, the City will evaluate future projects within the Specific Plan Area for consistency with the Specific Plan and the EIR, and will evaluate whether additional CEQA analysis is necessary. Per Specific Plan Policy 2.2.3.1, and as outlined in Section 3.3.3. of the WRTP Specific Plan, development under the WRTP Specific Plan will be required to demonstrate consistency with the City's Climate Action Plan as it is updated in the future to ensure the City stays on target to achieve future State GHG emissions targets, thereby providing for the consideration of additional reductions required and achievable in future years. The Final WRTP Specific Plan Section 6, "Implementation," also identifies an Enhanced Climate Action Plan Checklist to achieve WRTP energy efficiency and sustainable design goals and to achieve consistency with citywide and 2035 General Plan GHG reduction targets, as a subsequent plan that must be prepared either prior to approval of the first development application or residential tentative map or as otherwise required by conditions of approval and/or Environmental Impact Report and associated Mitigation Monitoring Program, or by the

Community Development Director, as appropriate, to ensure feasibility and enforceability of this review requirement.

The analysis provided in Section 3.5 of the Draft EIR comprehensively assesses the proposed project. In addition to the anticipated land use plan, the policies, design standards, and design guidelines are the basis of review of the WRTP Specific Plan for the EIR, and are binding with the adoption of the WRTP Specific Plan. As with review of future development applications under the WRTP Specific Plan, proposed changes to the WRTP Specific Plan itself would undergo additional environmental review to determine whether additional review is required under CEQA Section 15183 and 15182, thereby ensuring that policies and standards of the WRTP Specific Plan, such as those describe above requiring review of future projects for consistency with the City's Climate Action Plan do not get removed from the WRTP Specific Plan without recognizing the environmental impacts of such a change.

Table 3.5-2 of the Draft EIR, which is the subject of the commenter's review for inconsistencies or omissions between the WRTP Specific Plan and the City's Climate Action Plan, is one component of the environmental review and analysis provided to address this potential impact, along with future project-specific review for consistency with the City's Climate Action Plan. Per the commenter's request, the City has reviewed the comments and ensures that the GHG reduction measures are binding and enforceable on future projects.

Section 3.5, "Climate Change, Greenhouse Gas Emissions, and Energy," of the Draft EIR (page 3.5-15) comprehensively evaluates the WRTP Specific Plan's fair share contribution to the emissions reduction required by the State's emissions reduction targets. As explained in this analysis and reiterated above, consistent with CEQA Guidelines Section 15183.5(b), the WRTP Specific Plan was determined to be consistent with the City's 2035 Climate Action Plan. Therefore, as provided by CEQA Guidelines section 15183.5(b), the WRTP Specific Plan would not result in an incremental contribution to a cumulative effect. No change has been made to the analysis and no additional mitigation is required.

Comment 3-28 Summary of Comment: The commenter closes the letter and requests that the City amend and supplement the Draft EIR and recirculate it for additional public comment before approval of the Project.

Response: For the reasons stated above in responses to Comments 3-1 through 3-27, revisions to the Draft EIR have been made as appropriate. The revisions made and specified in response to **Comments 3-1 through 3-27** do not change the validity or findings of significance of the of the analysis in the Draft EIR, and recirculation is not required.

Exhibit A

Comment 3A-1 Summary of Comment: The commenter introduces the letter and provides a summary of the Draft EIR. The commenter states that the analysis of baseline conditions included in the Draft EIR is incomplete and flawed, and the impact analysis fails to thoroughly address potential impacts to wildlife that are both substantial and significant.

Response: The parts of this comment that introduce the comment letter and summarize the WRTP Specific Plan do not raise any topics related to the veracity of the Draft EIR. For the topics raised about the analysis of baseline conditions and the potential impacts to wildlife included in the Draft EIR, please see the response to comment 3-11.

Comment 3A-2 Summary of Comment: The commenter presents their qualifications and describes their contribution to the scientific foundation for the earliest version of the Yolo County Habitat Conservation Plan (HCP) and the certification process of the Spring Lake Specific Plan.

Response: This comment does not raise any topics related to the veracity of the Draft EIR. The disclosed information is noted.

Comment 3A-3 Summary of Comment: The commenter describes the site visits they completed within the project area on June 28, 29, and 30, 2021. The commenter provides a summary table of the thirty-nine species of vertebrate wildlife they identified during these site visits, and of which seven are listed as special-status species. The commenter includes photographs taken during these site visits that show the observed wildlife in and around the project area, as well as a nonlinear regression model to predict the number of species that could have been detected with a longer survey effort using the same visual scan method (Figure 1 of Exhibit A to the Comment Letter 3). In addition, the commenter provided another figure; one graph demonstrating the relationship between the number of species detected during a survey being a function of survey effort, and the second graph depicting the probability of detection of listed species as a function of an increasing number of vertebrate wildlife species detected (Figure 2 of Exhibit A to the Comment Letter 3). Both graphs in Figure 2 used data from the outcomes of the 152 previous surveys completed at proposed project sites by the commenter. The commenter states that they are confident from their past experiences with site surveys, personal driving trips along Highway 113 in which they have seen Swainson's Hawks on the project site, and other stories they have heard from the public concerning witnessing special-status species on or near the project site, that multiple additional special-status species would be detected with a greater survey effort. The commenter states that a larger survey effort is required to inform the public and decision makers about the potential project impacts to wildlife and special-status species and how to mitigate them.

Response: Please see the responses to comments 3-11 and 3-12.

Comment 3A-4 Summary of Comment: The commenter states that the two field reconnaissance surveys mentioned in the Draft EIR fail to include basic information a biologist would expect to see reported about these surveys, and that the Draft EIR provides no list of wildlife species that were detected.

Response: Please see the response to comment 3-11.

Comment 3A-5 Summary of Comment: The commenter states that there is a major shortfall in the analysis of project impacts to biological resources in the Draft EIR since no detection surveys were performed for special-status species. The commenter states that the catch-all surveys that were performed at the project site are inappropriate for determining the absence of special-status species and that detection surveys for the burrowing owl are warranted since ground squirrels occupy the project site, which increases the potential presence of burrowing owls. The commenter claims that the Draft EIR argues that the Yolo County Habitat Conservation Plan (HCP) exempts the City of Woodland from having to perform detection surveys.

Response: Please see the responses to comments 3-11 and 3-12.

Comment 3A-6 Summary of Comment: The commenter states that the Draft EIR accurately describes alfalfa production as part of the crop rotation typical of the project site, but it does not inform the reader of the importance of alfalfa to wildlife in Yolo County, and particularly to multiple special-status species in the area. The commenter describes their experience of studying wildlife alfalfa in Yolo County, and acknowledges that the Draft EIR did not include or make use of what was learned about wildlife use of alfalfa and of other Yolo County crops from their studies, or of other special-status species studies that have been conducted in the project area. The commenter states that the Draft EIR has severely underestimated the importance of the site to special-status species of wildlife, and that the Draft EIR should be revised to more carefully and thoroughly analyze potential project impacts to wildlife. The commenter gave specific mention of the Draft EIR ruling out the occurrence likelihood or of the project site offering no suitable habitat for loggerhead shrike, yellow warbler, northern harrier, tricolored blackbird nesting, and Modesto song sparrow, and that the Draft EIR should more realistically assess these occurrence likelihoods. The commenter provides a table of the occurrence likelihoods of special-status species at the project site based on records of sightings in eBird and iNaturalist (data bases) and the commenter's project site visits.

Response: Please see the responses to comments 3-11 and 3-13 and 3-15.

Comment 3A-7 Summary of Comment: The commenter states that the project would contribute to an ongoing trend of declining birds in North America through habitat loss and the permanent loss of productive capacity. The commenter asserts that the project would result in a loss of 1.1 million birds over the first century following construction and that the Draft EIR does not include this as a significant and substantial impact or provide any mitigation measures. The commenter states that the Draft EIR should be revised to appropriately analyze the project's impacts from habitat loss.

Response: Please see the response to comment 3-13.

Comment 3A-8 Summary of Comment: The commenter suggests that the water consumed by future operations of land uses of the WRTP Specific Plan could conceptually come from, and thereby reduce the amount of water available to, the agricultural sector in California. The commenter goes on to suggest that this water consumption would make water unavailable to and therefore take 319 acres of arable farmland out of production. The commenter states that the Draft EIR should be revised in order to evaluate and analyze the project's impacts to habitat loss from the project's water demand, and the loss of breeding sites and annual production that would occur as a result.

Response: The commenter incorrectly suggests that the proposed project's water demand would be served by sources that would then no longer be available to farmland and related wildlife habitat. As explained in Section 3.14, "Utilities," of the WRTP Specific Plan Draft EIR, the City Public Works Department completed a Water Supply Assessment for the proposed land use plan contained within the WRTP Specific Plan and, as documented in the Water Supply Assessment and Certification Form, the City has sufficient water supplies for the proposed project during normal, single dry, and multiple dry years over a 20-year period. The WRTP Specific Plan would increase the demand for municipal water supplies, but there is no evidence that such

demand would result in any indirect loss of habitat, breeding sites, or annual production of wildlife species.

Comment 3A-9 Summary of Comment: The commenter states that the Draft EIR fails to adequately analyze the project's impacts on wildlife movement, and that this constitutes a revision of the Draft EIR.

Response: Please see response to comment 3-15.

Comment 3A-10 Summary of Comment: The commenter states that the Draft EIR fails to analyze the project's traffic impacts to wildlife caused by vehicles traveling to and from the project site. The commenter asserts that operations over fifty years would accumulate 2,333,264 wildlife fatalities, and that the Draft EIR must be revised to account for this impact and to implement mitigation measures to improve wildlife safety along the roads.

Response: Please see response to comment 3-16 and 3-17.

Comment 3A-11 Summary of Comment: The commenter states that the project would result in potentially significant adverse biological impacts because of the predicted level of bird-window collision mortality, and the lack of any proposed mitigation in the Draft EIR. The commenter asserts that the project would result in 8,206 bird deaths per year, and that the vast majority of these deaths would be of birds protected under the Migratory Bird Treaty Act and under the recently revised California Fish and Game code section 3513, thus causing unmitigated significant impacts. The commenter includes a list of bird-window collision factors, window collision solutions, and claims that post-construction fatality monitoring should be an essential feature of any new building project.

Response: Please see response to comment 3-17.

Comment 3A-12 Summary of Comment: The commenter states that the Draft EIR fails to analyze the impacts of house cats on wildlife, specifically, the project will likely introduce house cats to the project site that will prey upon birds and small mammals, and could contribute to the downstream loading of Toxoplasma gondii, a parasite in which definitive hosts are cats.

Response: Please see response to comment 3-18.

Comment 3A-13 Summary of Comment: The commenter states that impacts to wildlife would occur caused indirectly by the project's demand for 3.15 megawatt (MW) of electricity. The commenter claims that wildlife mortality is caused by collisions of volant wildlife with wind turbines and utility-scale solar photovoltaic (PV) panels and associated infrastructure (fences, distribution lines, transmission lines). The commenter asserts that effects of habitat loss from renewable energy generation would result in an annual death toll of wildlife that would be exacerbated by on-site habitat loss, window collisions, traffic impacts, and house cats, and that these potential impacts warrant a revision of the Draft EIR.

Response: The proposed Project does not include proposed wind turbines or utility-scale PV panels. No revisions to the no revisions are required of or have been made to the WRTP Specific Plan EIR.

Comment 3A-14 Summary of Comment: The commenter states the Draft EIR's sole reliance on the Yolo County HCP (Habitat Conservation Plan) to mitigate wildlife impacts is not supported by substantial evidence and is insufficient as a matter of law. The commenter states that relying solely on the Yolo County HCP creates shortfalls to the cumulative impact analysis, and that there is an absence of information explaining the effect of HCP in

achieving habitat goals. The commenter asserts that that HCP can't prevent significant cumulative impacts to its covered species, let along the special-status species that the HCP does not cover, and that an emergency cumulative impacts assessment is needed for burrowing owl and white-tailed kite.

Response: Please see response to comment 3-14.

Comment 3A-15 Summary of Comment: The commenter references *Mitigation Measure 3.4-1a: Minimize Take and Adverse Effects on Habitat of Swainson's Hawk and White-Tailed Kite*, and states that prior to the certification of the Draft EIR, species detection surveys must be completed to support negative findings of species when appropriate, inform preconstruction surveys to improve their efficacy, estimate project impacts, and inform compensatory mitigation and other forms of mitigation.

Response: Please see the responses to comments 3-11 through 3-13.

Comment 3A-16 Summary of Comment: The commenter references *Mitigation Measure 3.4-1b: Comply with Yolo HCP/NCCP Requirements for Compensation for Loss of Swainson's Hawk Foraging Habitat*, and states that prior to the certification of the Draft EIR, the project proponent should clearly identify lands where the Swainson's Hawk mitigation fee would be applied. The commenter also states that the Draft EIR should be revised to demonstrate the efficacy of the HCP mitigation fee.

Response: Please see response to comment 3-14.

Comment 3A-17 Summary of Comment: The commenter references *Mitigation Measure 3.4-1c: Minimize Take and Adverse Effects on Western Burrowing Owl*, and states that preconstruction surveys aren't substitutes for detection surveys, and that the proposed mitigation measure would be inconsistent with the standards of the burrowing owl survey and mitigation guidelines (CDFW 2012).

Response: Please see response to comment 3-12.

Comment 3A-18 Summary of Comment: The commenter references *Mitigation Measure 3.4-2a: Avoid Direct Loss of Protected Bird Nests*, and states that compensatory mitigation is required for bird nests and roosting bats that will be missed by preconstruction surveys, and that compensatory mitigation is also needed for the impacts to wildlife from mortality caused by collisions with windows and automobiles, predation by house cats, and by habitat loss.

Response: Please see response to comment 3-13, 3-17, and 3-18. In addition, loss of bat roosts and special-status bats is further addressed in Impact 3.4-4, and applicable mitigation provided through Mitigation Measure 3.4-4 to avoid direct loss.

Comment 3A-19 Summary of Comment: The commenter references *Mitigation Measure 3.4-4: Avoid Direct Loss of Bat Roosts and Special-status Bats*, and recommends that acoustic surveys with Sonobat be performed to identify which species of bats occur on the site, and that the Draft EIR should be revised to inform the public about bat use on the project site.

Response: As detailed in Mitigation Measure 3.4-4 of the Draft EIR, acoustic surveys are included in the applicable survey methods to provide the best opportunity to determine if roosting bats are

present. No revisions to the no revisions are required of or have been made to the WRTP Specific Plan EIR.

Comment 3A-20 Summary of Comment: The commenter describes their recommended mitigation measures concerning habitat protection; including, that habitat should be permanently protected in the form of fee title or conservation easement, or a combination thereof, and that fifteen years of monitoring be performed for targeted special-status species on and around the protected lands, and that native trees and shrubs be planted with incorporation of the project elements such as in residential yards, street-scaping, etc.

Response: The loss of species as a result of buildout of the WRTP Specific Plan is adequately and comprehensively addressed through project-related impacts, as described in Section 3.4.4 of the Draft EIR, which assumes total loss of existing habitats. Compensatory mitigation for modifications to habitats that are suitable for special status species, including nesting birds, are addressed under mitigation measures proposed for the loss of nesting and foraging habitat for Swainson's hawk (Mitigation Measure 3.4-1b) in Section 3.4.4 of the Draft EIR, which proposes compensatory mitigation for the loss of nesting and foraging habitat for Swainson's hawk; this mitigation would also cover the loss of suitable nesting and foraging habitat for other special-status and migratory birds and would be developed in consultation with CDFW. Furthermore, as discussed in Chapter 3.2 "Agriculture and Forestry Resources," project applicants for future projects proposed within the WRTP Specific Plan Area are required to replace Prime Farmland at a 1:1 ratio for lands within the City and 3:1 for lands within the County commensurate with the quantity and quality of the converted farmlands, within the same agricultural regions as the impacts occur, that could also provide suitable nesting and foraging habitat for special-status raptors and other birds. Furthermore, City of Woodland General Plan Policies 7.B.8 require developers to use native and compatible non-native species, especially drought-resistant species, to the extent possible in order to preserve the visual integrity of the landscape, provide benefits for native wildlife, and ensure that a variety of plants suited to the region are maintained. The WRTP Specific Plan would also be required to comply with the City's Tree Ordinance, including a tree plan and the replacement of any trees proposed to be removed. While the impact assessment within the Draft EIR may be conservative, and may tend to somewhat overstate actual impacts, no change to the Draft EIR is needed.

Comment 3A-21 Summary of Comment: The commenter recommends funding wildlife crossings at locations along roads used by the project in areas where special-status species likely travel, and road mortality would be anticipated. The commenter also recommends funding research into wildlife mortality caused by car and truck traffic.

Response: Please see response to comment 3-16.

Comment 3A-22 Summary of Comment: The commenter states that the project should adhere to available Bird-Safe Guidelines, such as those prepared by American Bird Conservancy and New York and San Francisco. The commenter also recommends that fatality monitoring and compensatory mitigation be incorporated into any new building project.

Response: Please see response to comment 3-17.

Comment 3A-23 Summary of Comment: The commenter states that a fund should be established for long-term management of house cats in the project.

Response: Please see response to comment 3-18.

Comment 3A-24 Summary of Comment: The commenter states that the impacts of renewable energy generation should be mitigated by promotion of energy conservation and of distributed generation, and that all of the project's homes and non-residential buildings should include solar panels. The commenter also recommends that fatality monitoring be implemented to establish whether the rooftop solar panels cause collision mortality.

Response: The proposed Project does not include proposed wind turbines or utility-scale PV panels. Please also see response to comment 3-17.

Comment 3A-25 Summary of Comment: The commenter states that compensatory mitigation should include funding contributions to wildlife rehabilitation facilities to cover the costs of injured animals caused by the project, including collisions with windows and automobiles, and by attacks by house cats.

Response: Please see response to comment 3-13, and 3-16 through 3-18.

Exhibit B

Comment 3B-1 Summary of Comment: The commenter introduces the letter and provides a summary of the WRTP Specific Plan. The commenter states that the Draft EIR fails to adequately evaluate the project's air quality, health risk, and greenhouse gas impacts, resulting in the emissions and health risk impacts associated with construction and operation of the proposed project to be underestimated. The commenter recommends that the Draft EIR be updated to address these concerns.

Response: Specific responses to the topics addressed in this summary are provided through response to comments 3B-2 through 3B-12.

Comment 3B-2 Summary of Comment: The commenter states that the Draft EIR's estimate of air pollutant emissions is inconsistent with information presented in the Draft EIR and underestimates emissions that would result from the Specific Plan. The commenter includes claims of inconsistency and lack of substantial evidence for emissions estimating methodology, as identified in further comments below.

Response: Please see response to comment 3-19.

Comment 3B-3 Summary of Comment: The commenter states that the Draft EIR's air quality models use unsubstantiated reductions to land use sizes. Specifically, that in the project's CalEEMod output files, found that the air model made reductions to land use sizes than what was proposed in the Draft EIR, without providing justification to the change.

Response: Please see response to comment 3-20.

Comment 3B-4 Summary of Comment: The commenter states that the Draft EIR's air quality model made unsubstantiated reductions related to parking, specifically, that neither the Draft EIR nor the CalEEMod output files provided an estimate of the extent of future parking, so the project's air quality impacts can't be relied upon.

Response: Please see response to comment 3-21.

Comment 3B-5 Summary of Comment: The commenter states that the modeling data does not include an adequate basis for changing the default percent paved values, and that it assumes that future hauling, vendor, and worker trips will only travel on paved surfaces, despite the project sitting on farmland. The commenter states that this is an important distinction to make for estimating the project's fugitive dust emissions.

Response: Please see response to comment 3-22.

Comment 3B-6 Summary of Comment: The commenter states that the air quality model improperly assumes reductions to default values for energy usage.

Response: Please see response to comment 3-23.

Comment 3B-7 Summary of Comment: The commenter states that the Draft EIR's air quality model improperly assumed that off-road construction equipment would meet Tier 4 Final standards.

Response: Please see response to comment 3-24.

Comment 3B-8 Summary of Comment: The commenter states that the Draft EIR fails to discuss all potentially feasible mitigation measures available to address the project's significant air quality impacts resulting from its operation. The commenter references a section of the letter, "Feasible Mitigation Measures Available to Reduce Emissions," and states that the Draft EIR should be revised including updated and accurate air modeling, as well as incorporating all feasible mitigation to reduce emissions to less-than-significant levels.

Response: Please see response to comments 3-6 through 3-8.

Comment 3B-9 Summary of Comment: The commenter states that the Draft EIR failed to disclose a significant air quality impact from construction-related NOx emissions.

Response: Please see response to comment 3-25.

Comment 3B-10 Summary of Comment: The commenter states that the Draft EIR fails to adequately evaluate health risks from diesel particulate matter emissions. The commenter requests that objective criteria be identified in the Draft EIR for any future projects requiring a health risk assessment, based on location relative to any existing or potential future residence and potential of toxic air contaminant emissions during construction or operation.

Response: Please see response to comment 3-26.

Comment 3B-11 Summary of Comment: The commenter claims that the Draft EIR's reliance on the City's Climate Action Plan to find that the Project's GHG emissions will be less than significant is in error because the Project does not comply with a number of measures set forth in the Climate Action Plan. The commenter references inconsistencies or omissions between the WRTP Specific Plan and the City's Climate Action Plan that are identified in Exhibit B, pages 12 through 19, appended to the comment letter, and requests that the Draft EIR be updated demonstrating the project's consistency with the City's CAP.

Response: Please see response to comment 3-27.

Comment 3B-12 Summary of Comment: The commenter states that the Draft EIR fails to discuss all potentially feasible mitigation measures available to address the project's significant air quality impacts resulting from its operation. The commenter provides a list of additional feasible mitigation measures identified as example measures to mitigate air quality and greenhouse gas impacts from operations of warehouse projects in the California Attorney General's *Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act*, and asserts that the Draft EIR must be recirculated in order to evaluate, consider, and, where feasible, adopt these measures. The comment goes on to assert that all 19 example measures are feasible for future development within the Research and Technology Park of the Specific Plan Area and therefore should be adopted and made enforceable in order for the City to make a finding of overriding considerations.

Response: Please see response to comments 3-6 through 3-8.

Comment 3B-13 Summary of Comment: The commenter closes the letter and provides a disclaimer that they retain the right to revise or amend their report and review of the WRTP Specific Plan if additional information about the project becomes available.

Response: This comment does not raise any topics related to the veracity of the Draft EIR. The City is appreciative of SWAPE's review.

Comment 3B-14 Summary of Comment: The commenter provides the detailed modeling outputs using CalEEMod Version 2016.3.2 that they prepared using their own inputs regarding percent paved roadways and mitigated equipment Tier emissions standards.

Response: Please see response to comments 3-20 through 3-22, 3-24, and 3-25.

2.2.4 COMMENT LETTER #4:

NATHAN BENEDICTO

Letter 4

From: Nathan Benedicto <nbenedicto@gmail.com>
Sent: Friday, July 02, 2021 4:58 PM
To: researchpark <researchpark@cityofwoodland.org>
Subject: School Site

Please update your plan and work with WJUSD to include school sites for this growing community. Families, such as mine, have moved here with the expectation of new schools for our children. Springlake Elementary is overburdened and cannot support the growing number of children in our neighborhood. Please don't fail us with leaving out a school site for our children. This neighborhood needs at least another elementary school and certainly a middle school. Otherwise, children need to be transported across the freeway for school. No child should have to cross a free way to get to school. Otherwise, Davis will continue to take our students. 4-1

Thank you.

-Nathan Benedicto

RESPONSE TO COMMENT LETTER 4

Comment 4-1 Summary of Comment: The commenter expresses their concern regarding the current and future capacity of schools within the Woodland Unified School District. The commenter claims that another elementary and middle school are needed to meet the community's growing needs.

Response: With regard to the proposed WRTP Specific Plan and impacts related to school services, this concern is addressed in Section 3.12, Public Services and Recreation, of the Draft EIR. Table 3.1 of the WRTP Specific Plan identifies TK/K through 12 Public/Private School as a permitted use within the Medium Density Residential land use designation of the WRTP Specific Plan Area. The WRTP Specific Plan reserves up to a 12-acre portion of the medium density residential zone south of Parkland Avenue and east of Road B for a potential new elementary school site, should a school be needed, as determined by the Woodland Joint Unified School District (WJUSD) and the California Department of Education. See also, responses to comments 6-2 and 6-3. Also, in addition to the existing schools within WJUSD and the planning for a school site within the Specific Plan Area, WJUSD owns 20 acres in the Spring Lake Specific Plan Area and adjacent to Pioneer High School, which is currently identified as a potential site for a future middle school. Spring Lake Elementary School was also recently opened, recognizing the need for additional school services to support the current and planned development southeast of the area. Direct effects associated with the construction and operation of a new elementary school within the WRTP Specific Plan Area are addressed in specific resource area analyses, as appropriate, throughout the Draft EIR, including the indirect effects associated with transporting students. Chapter 2, Project Description, of the Draft EIR describes the inclusion of an option site for a school within the WRTP Specific Plan, and specific resource area section of Chapter 3, Environmental Impact Analysis, account for the potential for this school to be a part of the future land uses within the WRTP Specific Plan Area, as appropriate. For example, the transportation study used to inform the analysis in Section 3.13, Transportation and Circulation, applied modeling based on SACOG's regional travel demand forecasting model and the anticipated land uses within the WRTP Specific Plan Land Use Plan, including those residential units that would generate regional and local trips including those to work, schools, and retail and commercial services, among others. This modeling was then also used to inform the air quality, greenhouse gas, and noise analysis of the Draft EIR. Should a school be constructed within the WRTP Specific Plan EIR, trip rates and distances associated with travel to this local-serving school would be reduced compared to those required to travel to existing schools, further reducing potential impacts. In addition, Section 3.12, Public Services and Recreation, of the Draft EIR also evaluated the existing and projected future capacity and demand for schools within the Woodland Joint Unified School District jurisdiction, and Section 3.8, Hazards and Hazardous Materials, of the Draft EIR evaluated the potential for hazardous emissions and the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school, including the potential school within the WRTP Specific Plan Area. No additional CEQA review is required.

2.2.5 COMMENT LETTER #5:

JOHN CHEN

Letter 5

From: John Chen <johnhchen@yahoo.com>
Sent: Thursday, July 01, 2021 10:53 AM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>
Subject: A response to Draft EIR of WRTP specific plan

Dear Sir,

I am a resident living inside the Arabella community in the vicinity of the planned WRTP. I would like to take this occasion to voice my opinion regarding the draft EIR. I would like to suggest that a strip of land be reserved as a buffer zone between the park on the west side of Route 101 and the community on the east side in order to protect the residential area from the probable disadvantageous industry environment. I along with the residents living in this community would greatly appreciate it if this thought be taken in to consideration in the environment impact assessment. Thank you very much,

5-1

Sincerely,

John Chen

RESPONSE TO COMMENT LETTER 5

Comment 5-1 Summary of Comment: The commenter requests and recommends for a physical buffer zone to be reserved between the WRTP Specific Plan Area and the community located to the east side in order to protect sensitive land uses such as residential and prevent incompatible land uses.

Response: The WRTP Specific Plan includes an extensive greenbelt system to provide both for a multimodal circulation system and open space. As shown in Exhibit 2-3 of the Draft EIR, and further detailed in the WRTP Specific Plan, the WRTP Specific Plan provides for a greenbelt along the western perimeter of Harry Lorenzo Avenue (County Road 101). In addition, to provide for separation between sensitive land uses, the City of Woodland General Plan 2035 identifies the following policies that are applicable to the WRTP Specific Plan: Policy 7.F.3. Protect Sensitive Receptors, includes implementing applicable buffer distances recommended by the California Air Resources Board between sensitive land uses and sources of substantial pollutant concentrations. Also, Policy 7.F.4. Landscaping to Improve Air Quality includes promoting an increase of community-wide tree canopy and the use of plants and trees that are efficient pollutant absorbers. Also, the Land Use Plan Layout for the WRTP Specific Plan generally separates incompatible land uses and applies conditions to those that could have external effects, providing for residential land use designations in the eastern portion of the WRTP Specific Plan Area and non-residential land uses in the western and southern portions of the WRTP Specific Plan Area, away from existing residential land uses. No change to the WRTP Specific Plan is needed. No revision to the Draft EIR has been made or is necessary.

2.2.6 COMMENT LETTER #6:

BRIAN COWARD

Letter 6

From: BC <brianbcoward@gmail.com>
Date: July 2, 2021 at 6:57:24 PM PDT
To: researchpark <researchpark@cityofwoodland.org>, Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>, Ken Hiatt <Ken.Hiatt@cityofwoodland.org>, Tom Stallard <Tom.Stallard@cityofwoodland.org>, Mayra Vega <Mayra.Vega@cityofwoodland.org>, Rich Lansburgh <Rich.Lansburgh@cityofwoodland.org>, Tania Garcia Cadena <Tania.GarciaCadena@cityofwoodland.org>, Vicky Fernandez <Vicky.Fernandez@cityofwoodland.org>, Kirby Wells <Kirby.Wells2@cityofwoodland.org>, Marco Lizarraga <Marco.Lizarraga2@cityofwoodland.org>, Steve Harris <Steve.Harris@cityofwoodland.org>, Chris Holt <Chris.Holt2@cityofwoodland.org>, Valerie Hurst <Valerie.Hurst@cityofwoodland.org>, Fred Lopez <Fred.Lopez@cityofwoodland.org>
Subject: Fwd: Public Comment - Will our children have a chance to go to a neighborhood school?

Good evening City Manager Hiatt, Mayor Stallard, and Council Members,

I would like to submit my public comment in regard to the 'Woodland Research and Technology Park - Draft Environmental Impact Report (EIR)'. My main concern; the formal inclusion of a school in the land use and zoning maps of the Woodland Research and Technology Park Specific Plan. 6-1

I and others in the community have been in communication with City and Woodland Joint Unified School District Staff, Council, and the School Board since 2018 raising a red flag over the lack of planning for the elementary-age children in the Spring Lake and future Tech Park area. I have attached a petition with signatures (177 as of 2021/07/02), comments, and detailed supporting evidence. Please take the time to review the petition and you will see Woodland is in dire need of elementary school(s) and while the District works out the details of financing we must have the land use and zoning for a school settled. All efforts should be made to allow the District time to plan, negotiate, finance, and construct the school as it is critical to a healthy and vibrant community. 6-2

I would like to express the positive aspects of pursuing neighborhood schools from the City's perspective. I understand that the District is a separate entity from the City but the impacts of supporting them, in every manner necessary, to achieve the necessary facilities in newly developing parts of Woodland will benefit the entire City.

The current WRTP - Land Use Plan (Exhibit 2-1) map does not show a 'school' or 'public/quasi-public' (PQP) for a school on the map. Instead, there is an exhibit in 'Chapter 5 - Public Utilities and Services' on page 210 that shows a 'Possible School Site' location on what has a land-use of 'Medium Density Residential' (MDR). This conflicting/overlapping land-use causes confusion to the public/developers, diminishes the likelihood of critical infrastructure in the form of a school coming to be, fails 6-3

to meet requirements of 2035 General Plan housing mix if the overlapping MDR is removed/reduced when the school comes to be, and confuses the planning/design at the location.

6-3 (Cont'd)

The District and the School Board have expressed reticence towards Woodlander's expectations of a school actually coming to be in the WRTP. It will be challenging. But it's what we need and what, as a community, we must pursue with zeal. We must show our intentions boldly and in plain view; both in maps, supporting documentation (EIR), and evidence of the elementary schools need to the community in order to negotiate a fair developer agreement. This approach will ensure Woodlanders have what they need when the WRTP is complete.

6-4

The 'Student-Yield' rates (Table 3.12-5 of the EIR) show the WRTP, alone, will need to accommodate 376 K-6 students. The Draft EIR fails to address the Spring Lake communities 'Student-Yield' rates which according to the attached petition study (Attachment 4 - Addendum 1, Cooperative Strategies, 2020) will need to accommodate 944 K-6 students. That's 1,320 K-6 students in the WRTP and Spring Lake area with a single, open enrollment (NOT a neighborhood school where kids in the area are guaranteed a spot, like most other WJUSD elementary schools), elementary school, with a capacity of 430 students. This leaves 890 children without a K-6 school to attend if the WRTP elementary school does not materialize. That's 890 children that, to access education, will be removed from the neighborhood, driven across town or to Davis, to become permanent

6-5

transients as Woodlanders. Unacceptable.

6-5 (Cont'd)

The City also has affordable housing ordinances that encourage room for those of limited means access to newly developing areas. The ordinance is necessary, admirable, and should be encouraged. But we risk subjecting this vulnerable part of our community to yet another obstacle when we don't provide critical infrastructure in our neighborhoods. With the City requiring 10% of residential units to be affordable to Low-Income households, we must also ensure the critical infrastructure of neighborhood schools are available, so those of limited means are not marooned in urban sprawl, with children.

6-6

A neighborhood school would also alleviate traffic congestion and the wear and tear on our roads in the transportation of children to schools outside of our neighborhood. We know through the District's own studies there will be roughly 900 elementary-age students in the Spring Lake and Tech Park area that, if there is no elementary school built, will require a car/bus in order to get to school across town or in Davis. A neighborhood school allows our children to stay local, walk, and ride to school.

6-7

Spring Lake and the Tech Park have and are planned to have a really magnificent set of greenbelts which we pay for in our CFD (Mello-Roos) and Lighting & Landscape fees. These trails connect our community, get us to move our bodies making us healthier, and provide a safe means for our children to get to school with minimal interaction with automobiles.

6-8

I would also be remiss if I didn't bring attention to climate change. We know carbon emissions are contributing to the extreme droughts, the dying off of our forests, and ultimately fire season. The City has its own Climate Action Plan which should not be a false tribute to our children's future. We can not afford to build our communities in a way that continues to facilitate our dependency on fossil fuels by not providing the essential services needed, where we need them. Proximity matters. Land use matters.

6-9

Please plan for the formal inclusion of a 'school' or 'public/quasi-public' (PQP) area on the land use and zoning maps of the Woodland Research and Technology Park Specific Plan and EIR. It's step one.

6-10

Sincerely,
Brian Coward

Letter 6a

change.org

Recipient: Rogelio Villagrana, Member, The Honorable Tom Stallard

Letter: Greetings,

The signers of this petition are concerned that the Spring Lake community will not have enough neighborhood schools when development is complete. There have been multiple amendments made to the Spring Lake Specific Plan which have eliminated key components of neighborhood access to schools for our children. As a community, we have invested heavily in our infrastructure to provide safe access through our greenbelts to neighborhood schools, parks, and commerce. With two of three planned school sites covered in homes, a new Research and Technology Park Specific Plan (draft) only providing language and lacking formal acceptance into the land use and zoning maps for a school(s) site, and a projected elementary-age population of 1,328, we find our community at risk of losing the opportunity to have enough neighborhood schools to serve our children.

We ask that our School Board of Trustees work with the City Council of Woodland to ensure formal inclusion in the land use and zoning maps of the Research and Technology Park Specific Plan, formulate a financial plan to acquire the necessary land and school construction to meet the needs of the elementary school children in our community (both the Spring Lake and Tech Park Specific Plans) at completion.

Attachment 1 - Planned School Sites map
Attachment 2 - Student and new school projections
Attachment 3 - Woodland Elementary Schools
Attachment 4 - Addendum 1: Student and new school projections 2020

Signatures

Name	Location	Date
Brian Coward	Woodland, CA	2018-12-10
Yelena P	Woodland, CA	2018-12-10
Dmitriy P	Woodland, CA	2018-12-10
Eric Garber	Woodland, CA	2018-12-10
Michael Cameron	Woodland, CA	2018-12-10
Denise Halfacre	West Sacramento, CA	2018-12-10
JON INWOOD	Brooklyn, NY	2018-12-10
Amy Juarez	West Sacramento, CA	2018-12-10
Tami Johnson	woodland, CA	2018-12-10
Shanna Durr	Woodland, CA	2018-12-10
Ashley Curtis	Woodland, CA	2018-12-10
Janet Hamilton	Woodland, CA	2018-12-10
mike brugh	Woodland, CA	2018-12-10
Avtar Sidhu	Woodland, CA	2018-12-10
Sukhi Sidhu	Woodland, CA	2018-12-10
Tatiana Bonilla	Woodland, CA	2018-12-10
kully Purewal	Sacramento, CA	2018-12-10
Jeannine Kruenegel	Woodland, CA	2018-12-10
William Fremgen	Woodland, CA	2018-12-10
Christiane Midence	Redwood City, CA	2018-12-10

Name	Location	Date
Danielle Burgess	Woodland, CA	2018-12-10
Tiana Babcock	Woodland, CA	2018-12-10
Randi Thornton	Woodland, CA	2018-12-10
Mary Reyes	Woodland, CA	2018-12-10
Jag Purewal	Woodland, CA	2018-12-10
Brian Snethen	Woodland, CA	2018-12-10
Aimee Robello	Woodland, CA	2018-12-10
Rita Capshaw	Woodland, CA	2018-12-10
Alicia Ballor	Woodland, CA	2018-12-10
Kari Osegueda	Woodland, CA	2018-12-10
Taylor Kelley	Woodland, CA	2018-12-10
Shelby Berriman	woodland, CA	2018-12-10
Jennifer Mitchell	Woodland, CA	2018-12-10
David Zavala	Woodland, CA	2018-12-10
Brad Mitchell	San Carlos, CA	2018-12-10
Carolee Churchill	Woodland, CA	2018-12-10
Chloe Liu	Woodland, CA	2018-12-10
Karla Torres	Woodland, CA	2018-12-10
Helen Frasier	Woodland, CA	2018-12-10
Keri Johnston	Woodland, CA	2018-12-10
Chris Durr	Woodland, CA	2018-12-11
Kimberlee Colombara	San Jose, CA	2018-12-11

Name	Location	Date
Kim Smith	Woodland, CA	2018-12-11
Kim Sterner	West Sacramento, CA	2018-12-11
Rosario Arreola Pro	Woodland, CA	2018-12-11
Teresa Allen	Woodland, CA	2018-12-11
Jennifer Owens	Woodland, CA	2018-12-11
Sara Smith	Woodland, CA	2018-12-11
Tina Denena	Woodland, CA	2018-12-11
Anja Garber	Woodland, CA	2018-12-11
Anne Quilter	Woodland, CA	2018-12-11
Carla Almeida	Davis, CA	2018-12-11
Jasmine Jimenez	Northridge, US	2018-12-11
Charles Smith	Woodland, CA	2018-12-11
Najwa Marrush	Woodland, CA	2018-12-11
Chris Seguin	Lakeside, CA	2018-12-11
Caryn bettencourt	San jose, CA	2018-12-12
Sharlene Miyagishima	Woodland Hills, US	2018-12-12
Brandon D'Ambra	Hermosa Beach, US	2018-12-12
Candido ramirez	West Sacramento, CA	2018-12-12
Tim Fairchild	Woodland, CA	2018-12-12
Natalie Yick	West Covina, CA	2018-12-13
Renee' Fremgen	Woodland, CA	2018-12-14
Renee Wecker	Woodland, CA	2018-12-15

Name	Location	Date
Michael Pro	Woodland, CA	2018-12-19
Kierra Currie	Salisbury, US	2018-12-26
Janice G Hunter	East Spencer, US	2018-12-27
Demet Candas	Woodland, CA	2019-01-01
Ramona Marten	Woodland, CA	2019-01-01
Dave Marten	Woodland, CA	2019-01-01
John Dolan	Woodland, CA	2019-01-03
Nicole Odell	Woodland, CA	2019-01-09
SURINDER DHANDA	WOODLAND, CA	2019-01-09
Larissa Getchel	Woodland, CA	2019-01-09
Danni Greenlee	Woodland, CA	2019-01-09
Angela Diaz	West Sacramento, CA	2019-01-10
Danah Singapuri	Woodland, CA	2019-01-10
Edward Shelley	West Sacramento, CA	2019-01-10
Marie Bryan	Woodland, CA	2019-01-10
Kathryn Smoot	SACRAMENTO, CA	2019-01-10
Brett Babcock	Woodland, CA	2019-01-10
k davis	Wallington, US	2019-01-10
Bianca Santiago	Woodland, CA	2021-02-07
Marjoire Dodson	Woodland, CA	2021-02-07
Nick Edsall	Woodland, CA	2021-02-07
Kinsey Mitchell	Woodland, CA	2021-02-07

Name	Location	Date
Jenna Bell	Woodland, CA	2021-02-07
Tiffany Hodge	Woodland, CA	2021-02-07
Christina Guzman	Oakland, CA	2021-02-07
Andy Hsieh	Woodland, CA	2021-02-07
Stacy Kwit	Woodland, CA	2021-02-08
Kevin Kwit	Woodland, CA	2021-02-08
Bonnie Bartz	Woodland, CA	2021-02-08
Steve Bartz	Sacramento, CA	2021-02-08
Helen Park	Woodland, CA	2021-02-08
Brenda Trotman	Woodland, CA	2021-02-08
Benjamin Olson	Woodland, CA	2021-02-08
Diana Howard	West Sacramento, CA	2021-02-08
Maren Hawkins	Woodland, CA	2021-02-08
Cody Howard	Woodland, CA	2021-02-08
Mike Owens	Woodland, CA	2021-02-08
Sam Pellissier	Sacramento, CA	2021-02-08
Enedina Moreno	Woodland, CA	2021-02-08
Tamara Gedge	Vacaville, CA	2021-02-08
Cynthia Bono	Woodland, CA	2021-02-08
Katie Neverkovec	Sacramento, CA	2021-02-09
Robyn Diruzza	Woodland, CA	2021-02-21
Anthony Perry	Santa Clara, CA	2021-05-11

Name	Location	Date
Francine Hurt	Woodland, CA	2021-05-11
Kali Slusser	Woodland, CA	2021-05-11
Manmeet Kallu	Woodland, CA	2021-05-11
Miranda Castro	West Sacramento, CA	2021-05-11
Joe Romero	Woodland, CA	2021-06-08
Rachel Kumler	Woodland, CA	2021-06-17
Connie Curva	Woodland, CA	2021-06-18
Mara Thompson	Woodland, CA	2021-06-18
Ellie Mae Antonio	Sacramento, CA	2021-06-20
Melissa Edsall	Woodland, CA	2021-06-21
Denise Halfacre	Woodland, CA	2021-06-21
Kacie Quello	Woodland, CA	2021-06-21
Maya Garrett	Woodland, CA	2021-06-21
Laura Ruano	Woodland, CA	2021-06-21
Jenny Tang	West Sacramento, CA	2021-06-21
amy robbins	San Lorenzo, CA	2021-06-22
Joyce Winter	Woodland, CA	2021-06-22
Minerva Guevara	Woodland, CA	2021-06-22
Kelley Weiss	Woodland, CA	2021-06-22
Robert Robert	Woodland, CA	2021-06-22
Corinne McCoy	Woodland, CA	2021-06-22
Ryan Dietz	Woodland, CA	2021-06-22

Name	Location	Date
Taylor Harrison	Davis, CA	2021-06-22
Meggie Schiveley	Woodland, CA	2021-06-22
Norah Shimokawa	Woodland, CA	2021-06-22
Aron Katz	Davis, CA	2021-06-22
Artemis Mosier	Woodland, CA	2021-06-22
Peggy Bernardy	Woodland, CA	2021-06-22
Kathryn Crepeau	Woodland, CA	2021-06-22
Brooke Gary	Davis, CA	2021-06-22
Phillip Martin	Fall River Mills, CA	2021-06-22
Sarah Low	Woodland, CA	2021-06-22
Som Ashton	Kamphaengphet, Thailand	2021-06-22
Cristal Cabbat	Woodland, CA	2021-06-23
Kimberly Villa	Woodland, CA	2021-06-23
Ken Forbes	Woodland, CA	2021-06-23
N. A. Naranjo	Woodland, CA	2021-06-27
Karen Rosenkilde Bayne	Woodland, CA	2021-06-30
Barbara Mills	Davis, CA	2021-06-30
Antonio Yepez	Woodland, CA	2021-06-30
Sara Walter	Woodland, CA	2021-06-30
Jan Van Horne	Woodland, CA	2021-07-01
Paul Mendez	Roseville, CA	2021-07-01
Theanne Griffith	Woodland, CA	2021-07-01

Name	Location	Date
Jia-Min Rosendale	Woodland, CA	2021-07-01
Lydia Contreras	Woodland, CA	2021-07-01
Samah Razek	Woodland, CA	2021-07-01
Nicholas Kent	Woodland, CA	2021-07-01
Jason Macomb	Acampo, CA	2021-07-01
Mike Lindberg	Concord, US	2021-07-01
Carlos Corona	Woodland, CA	2021-07-01
Rhonda Berka	El Macero, CA	2021-07-01
Roberta Campbell	Woodland, CA	2021-07-01
Rebecca Callahan-Petrucci	Woodland, CA	2021-07-01
JoAnn Finazzo	Woodland, CA	2021-07-01
David Salkoff	Woodland, CA	2021-07-01
Victoria Feuerstein	Woodland, CA	2021-07-01
Ella Meng	Woodland, CA	2021-07-01
Tyler Dunaway	Woodland, CA	2021-07-01
RANDY BERKA	Woodland, CA	2021-07-02
Austin Cho	Woodland, CA	2021-07-02
Aida Swanson	Woodland, CA	2021-07-02
Guy Swanson	Woodland, CA	2021-07-02
Tracy Diesslin	Sacramento, CA	2021-07-02
Hong Dao	Sacramento, CA	2021-07-02
Donna Dickinson	West Sacramento, CA	2021-07-02

Name	Location	Date
Kristin Dees	Woodland, CA	2021-07-02
Kat Kerlin	Davis, CA	2021-07-02

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Recipient: Rogelio Villagrana, Member, The Honorable Tom Stallard

Letter: Greetings,

The signers of this petition are concerned that the Spring Lake community will not have enough neighborhood schools when development is complete. There have been multiple amendments made to the Spring Lake Specific Plan which have eliminated key components of neighborhood access to schools for our children. As a community, we have invested heavily in our infrastructure to provide safe access through our greenbelts to neighborhood schools, parks, and commerce. With two of three planned school sites covered in homes, a new Research and Technology Park Specific Plan (draft) only providing language and lacking formal acceptance into the land use and zoning maps for a school(s) site, and a projected elementary-age population of 1,328, we find our community at risk of losing the opportunity to have enough neighborhood schools to serve our children.

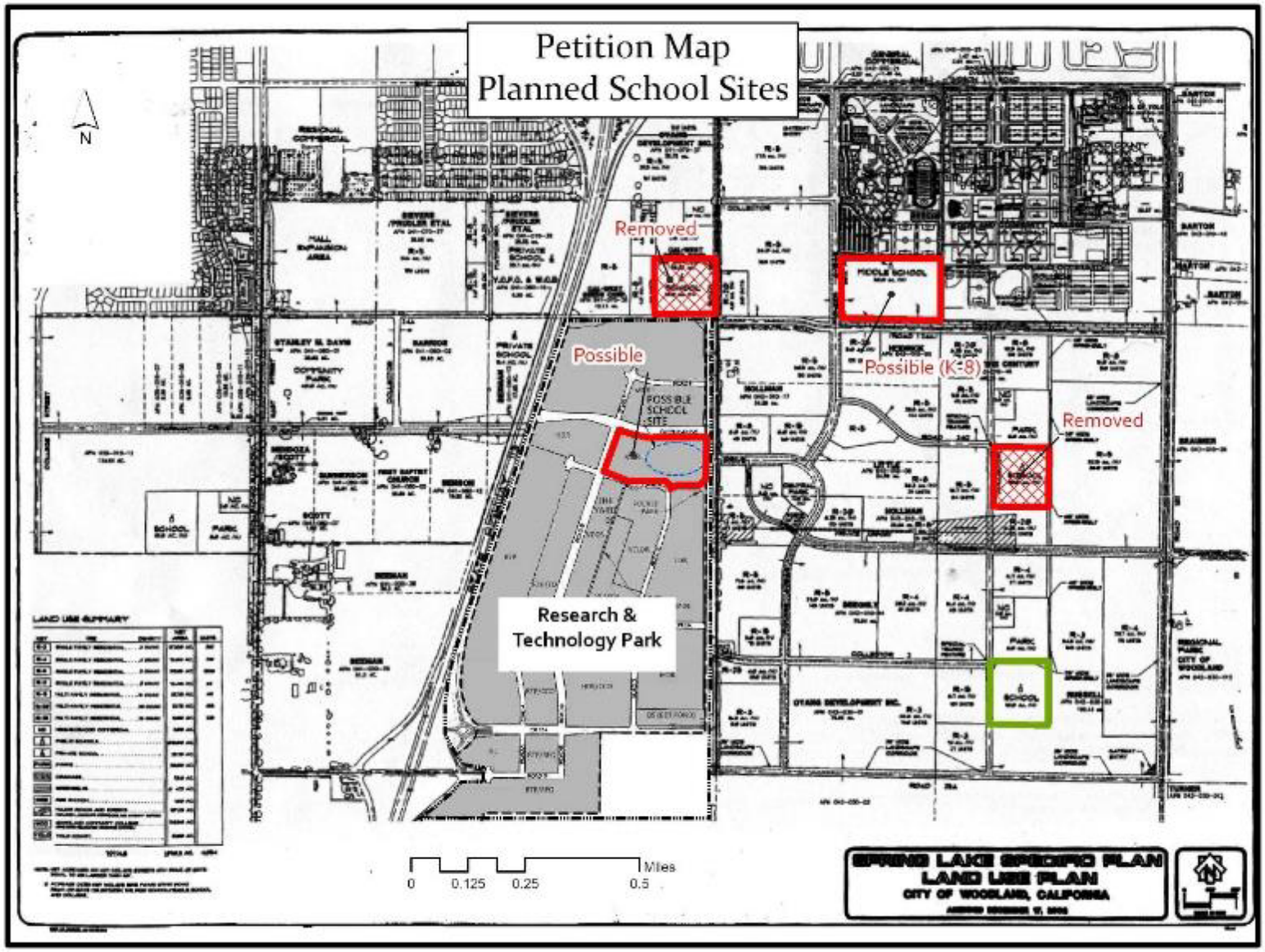
We ask that our School Board of Trustees work with the City Council of Woodland to ensure formal inclusion in the land use and zoning maps of the Research and Technology Park Specific Plan, formulate a financial plan to acquire the necessary land and school construction to meet the needs of the elementary school children in our community (both the Spring Lake and Tech Park Specific Plans) at completion.

Attachment 1 - Planned School Sites map
Attachment 2 - Student and new school projections
Attachment 3 - Woodland Elementary Schools
Attachment 4 - Addendum 1: Student and new school projections 2020

Comments

Name	Location	Date	Comment
Denise Halfacre	West Sacramento, CA	2018-12-10	"This needs to stop! Spring Lake too often is having changes done, now the children are becoming victims."
Tami Selfridge	woodland, CA	2018-12-10	"Our kids need a place to go to school that is close by."
Shanna Durr	Woodland, CA	2018-12-10	"All our kids deserve the chance to go to a close neighborhood school."
Jeannine Kruenegel	Woodland, CA	2018-12-10	"Our neighborhood schools are not large enough to serve all the additional new homes being built. Plans must be started now for schools for all the children!"
William Fremgen	Woodland, CA	2018-12-10	"I just built a new home in Spring Lake community in Fall of 2017 and was hit with a very heavy tax burden as a result (mello roos)--we need to make sure that the resources corresponding to this large tax burden are provided by our local government."
Danielle Burgess	Woodland, CA	2018-12-10	"Let's make sure that fancy mello roos we all pay goes towards much needed neighborhood schools!"
Carla Almeida	Davis, CA	2018-12-11	"My mello Roos taxes should be spent on my local community."
Brian Coward	Woodland, CA	2018-12-13	"Yes, the mello roos tax is a huge commitment by our community to fund the Spring Lake Specific Plan. In addition to infrastructure, a portion of those fees are meant to provide connectivity within our neighborhoods to parks, schools, and commercial services via greenbelts. This Specific Plan was created in the late 1990's and, in my opinion, was meant to address the issues of urban sprawl, community connectivity, and health. Unfortunately, the only elements the City has followed through on are our parks. The schools and commercial sites are either gone (replaced by homes) or at risk of being replaced by homes. We need to come together as a community to protect our investment in each other and our infrastructure. Letting our leaders know they can't fail to plan for our community's children and move on to the next development is critical."
Brian Coward	Woodland, CA	2018-12-13	"Mello Roos tax can only be used to payback on bonds that were issued to build the infrastructure in our community. Here's a great document the City of Woodland put together answering this questions and discussing many others regarding resident concerns."
Michael Pro	Woodland, CA	2018-12-19	"The Springlake Community which was delayed in building out in the Great Recession is now at the point where existing school infrastructure is lacking. There has been a substantial build out of new homes in the past several years yet it took over 10 years to get Springlake Elementary built which does not have much room for expansion. Seeing that Tafoa Elementary School is overcrowded, and with the demolishing of Willow Springs Elementary this leaves two Elementary schools for the community East of Highway 113 which is the part of town that is growing. I already see a lack of

Name	Location	Date	Comment
			foresight regarding a middle school in this area of town. Lee and Douglass Middle Schools are approximately a mile from each other are are located in the center of town. There needs to be another middle school to serve Springlake and the rest of East Woodland. There are already two high schools in town, I would think there would need to be three to four middle schools to feed the two high schools. With all of the new housing and property"
Kathryn Smoot	SACRAMENTO, CA	2019-01-10	"We have neighborhood schools, Twin Rivers, not problem-free, but they're in our neighborhoods!"
Aron Katz	Davis, CA	2021-06-22	"We bought here with the promise of school infrastructure."
Kathryn Crepeau	Woodland, CA	2021-06-22	"I believe the schools should be close to where the children live. Please add a school to this area."
Karen Rosenkilde Bayne	Woodland, CA	2021-06-30	"It is critical to set aside land for an additional elementary school in the Spring Lake plans now. If the need isn't there, the land can be sold/used for other needs. But if a land for a school is not set aside now, it won't ever be there. It isn't worth the risk."
Mike Lindberg	Concord, US	2021-07-01	"Mike Lindberg"
Anne Quilter	Woodland, CA	2021-07-01	"We need neighborhood schools, especially for elementary aged children."
Guy Swanson	Woodland, CA	2021-07-02	"I live in springlake and pay springlake school taxes. My children should benefit from my tax investment."



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Spring Lake SP + Woodland Tech Park...K-12 student projection

Prepared by B. Jacks

28-Nov-18
Rev. 1-3-19

This is a "stand alone" projection assuming all student generated within SLSP & Woodland Tech Park SP are served by schools 100% within the SLSP/WTP bndy

Table A	Historical Lookback: Projected SLSP students...Approved SLSP Dec 18, 2001 land use plan								
	Land use designation		K-6	K-6	7-8	7-8	9-12	9-12	Total
		# units	SGF (1)	Students	SGF	Students	SGF	Students	all students
	R-3 (1.0 to 3.0 du/ac) to R-25 (>20 to 25 du/ac)								
	Totals	4037	0.508	2051	0.128	517	0.24	969	3536
Note:	(1) SLSP student generation factors (SGF) are per footnotes from Pg 6-18 in the approved Dec 18, 2001 SLSP								

Compare	SLSP...Projected student generation...2018 vs 2001 (2)			K-6		7-8		9-12	Total
	Table B/A: 2018 projected student compare to 2001...%			50%		54%		64%	54%

Note (2) The 50% reduction in projected SLSP K-6 student load partially explains why the projected number of Spring Lake K-6 sites was reduced from 4 sites to the current one K-6 (Willow Spring School). The need and request for second K-6 site east of Hwy 113 within the SLSP or Woodland Tech Park boundary was initiated in fall 2018 by a Spring Lake homeowners

Table B	Projected SLSP students...Table 5...WJUSD School Fee Justification Study Mar 8, 2018 by Cooperative Strategies								
	Land use designation		K-6	K-6	7-8	7-8	9-12	9-12	Total
		# units	SGF	Students	SGF	Students	SGF	Students	all students
	R-3 (1.0 to 3.0 du/ac)	364	0.2396	87	.0671	24	0.1564	57	169
	R-4 (>3.0 to 4.0 du/ac)	407	0.2396	98	.0671	27	0.1564	64	188
	R-5 (>4.0 to 5.0 du/ac)	1512	0.2396	362	.0671	101	0.1564	236	700
	R-8 (6.0 to 8.0 du/ac)	583	0.2396	140	.0671	39	0.1564	91	270
	R-15 (10.0 to 15.0 du/ac)	491	0.2886	142	.0746	37	0.1476	72	251
	R-20 (18.0 to 20.0 du/ac)	455	0.2886	131	.0746	34	0.1476	67	232
	R-25 (>20.0 to 25.0 du/ac)	225	0.2886	65	.0746	17	0.1476	33	115
	Totals	4037		1025		280		621	1925

Table C	Woodland Tech Park (WTP)...projected students using 2018 Cooperative Strategies SGFs								
	Land use designation		K-6	K-6	7-8	7-8	9-12	9-12	Total
		# units	SGF	Students	SGF	Students	SGF	Students	all students
	Low to medium density	1043	0.2552	266	0.0695	72	0.1536	160	499
	High density	581	0.2552	148	0.0695	40	0.1536	89	278
	Totals WTP	1624		414		113		249	777

Table	Grand Total SLSP + WTP (2018 Cooperative Strategies SGFs)			K-6		Middle		Sen HS	Total
B + C	SLSP + WTP build out projected student count			1439		393		871	2702

Summary schools needed (within SLSP + WTP boundary)			Students	Student/sch	New schools (3)	Comments			
SLSP & WTP	K-6		1439	864	1.6656	Total K-6 schools to serve SLSP + WTP			
SLSP & WTP	7-8		393	??	0	1152 ..District seat excess 2017/2018. Capacity exists.			
SLSP & WTP	9-12		871	2008	0.4335	Senior HS... (9-12) to service SLSP + WTP			

Note: (3) Assumes that Spring Lake school with estimated 2018 enrollment of 160 = 160/864 = 0.1805 K-6 school was NOT counted by Cooperative Strategies as an existed facility. If Willow Springs WAS counted as existing, there remains a 1.6656 - 0.1854 = 1.4805 K-6 shortage with Woodland Tech Park added to SLSP.

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N East St
N Pioneer Ave
E Beamer St
BEAMER
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Lincoln Ave
W Cross St
Cross St
Cottonwood St
College St
Gibson Rd
GIBSON
El Dorado Dr
Mattos Rd
Bourn Dr
Harry Lorenzo Ave
Branigan Ave
East St
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© 2018 Google
ELEMENTARY SCHOOL LOC
EXHIBIT B
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1" = 2050'±

ADDENDUM 1 (2021/02/06)

Table B2	Projected SLSP students...WJUSD School Fee Justification Study April 6, 2020 by Cooperative Strategies								
	Land use designation		K-6	K-6	7-8	7-8	9-12	9-12	Total
		# units	SGF	Students	SGF	Students	SGF	Students	all students
	R-3 (1.0 to 3.0 du/ac)	354	0.2233	81	0.0619	23	0.1413	55	155
	R-4 (>3.0 to 4.0 du/ac)	407	0.2233	91	0.0619	25	0.1413	58	174
	R-5 (>4.0 to 8.0 du/ac)	1512	0.2233	338	0.0619	94	0.1413	214	646
	R-8 (8.0 to 8.0 du/ac)	583	0.2233	130	0.0619	36	0.1413	82	249
	R-15 (10.0 to 15.0 du/ac)	491	0.2596	127	0.0711	35	0.2342	66	228
	R-20 (18.0 to 20.0 du/ac)	455	0.2596	118	0.0711	32	0.2342	61	212
	R-25 (>20.0 to 25.0 du/ac)	225	0.2596	58	0.0711	16	0.2342	30	105
	Totals	4027		944		261		562	1767
	Note: Cooperative StrategiesFee Study April 6, 2020.. "Student generation factors" are from Table 5... Adjusted Student Generation Factors								

Table	SLSP...Projected student generation... VS			K-6		7-8		9-12	Total
B /C	2018 projected student compared to 2001...%			50%		54%		64%	55%
B2/B	2020 projected student compared to 2018...%			92%		93%		91%	91%

Table C2	Woodland Tech Park (WTP)...projected students using 2020 Cooperative Strategies SGFs								
	Land use designation		K-6	K-6	7-8	7-8	9-12	9-12	Total
		# units	SGF	Students	SGF	Students	SGF	Students	all students
	low to medium density	1043	0.2233	233	0.0619	65	0.1413	147	445
	High density	581	0.2596	151	0.0711	41	0.2342	78	270
	Totals WTP	1624		384		106		225	715

Table	Grand Total SLSP (2020 Cooperative Strategies SGFs)			K-6		Middle		Sen HS	Total
B2 + C2	SLSP + WTP projected student count			1328		367		787	2482

Summary schools needed		Students	ISLE - Existing capa	New schools (B2)	Student/sch	Comments
SLSP & WTP	K-6	1328	430	2	449	Two new elementary schools to serve SLSP + WTP
SLSP & WTP	7-8	367		0	> 1000	1096 WJUSD seat excess in 2016. Adequate cap exists. No new 7 8
SLSP & WTP	9-12	787		1	> 1000	226 WJUSD seat shortage in 2016. One new 9-12 Sen HS needed.

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RESPONSE TO COMMENT LETTER 6

Comment 6-1 Summary of Comment: The commenter introduces the letter and states that their main concern is the inclusion of schools in the land use and zoning maps of the WRTP Specific Plan.

Response: With regard to the proposed WRTP Specific Plan and impacts related to school services, this concern is addressed in Section 3.12, Public Services and Recreation, of the Draft EIR. Table 3.1 of the WRTP Specific Plan identifies TK/K through 12 Public/Private School as a permitted use within the Medium Density Residential land use designation of the WRTP Specific Plan Area. The WRTP Specific Plan reserves up to a 12-acre portion of the medium density residential zone south of Parkland Avenue and east of Road B for a potential new elementary school site, should a school be needed, as determined by WJUSD and the California Department of Education. See also, responses to comments 6-2 and 6-3. Also, in addition to the existing schools within WJUSD and the planning for a school site within the Specific Plan Area, WJUSD owns 20 acres in the Spring Lake Specific Plan Area and adjacent to Pioneer High School, which is currently identified as a potential site for a future middle school. Spring Lake Elementary School was also recently opened, recognizing the need for additional school services to support the current and planned development of the southeast area. Spring Lake Elementary accommodates 400 students.

Comment 6-2 (and Attachment 6a to the Comment Letter) Summary of Comment: The commenter provides a summary of a petition they created in addition to comments and justifications to support why WJUSD needs more elementary schools. The petition, included in this Final EIR as Comment Letter 6a (above) includes signatures of community members in support of inclusion of a school in the land use and zoning maps for the WRTP, asks that the School Board and City formulate a financial plan for land and construction of a school to serve the WRTP Specific Plan Area and nearby Spring Land Specific Plan Area, provides comments from community members requesting a school, provides a "Planned School Sites" map for the WRTP and Spring Lake area, and provides independent calculations of student projections for the WRTP and Spring Lake areas at potential build out. The commenter explains the importance in which schools have in contributing to a healthy and vibrant community, and states that new schools are necessary to benefit the entire City.

Response: The petition has been reviewed in detail, including the planned school site map and student generation estimates for the Spring Lake Specific Plan and WRTP Specific Plan. As noted in the City's General Plan, while the City does not control the location or design of schools, the City coordinates with WJUSD on school planning (General Plan, page PF 5-22). The City and WJUSD are coordinating on current and projected school service needs and are committed to ensuring adequate services are provided for all students in the community. Section 3.12.4 of the Draft EIR analyzes the proposed WRTP Specific Plan's potential impacts to related school services. Table 3.12-2 has been updated (See Chapter 3, Errata, of this Final EIR) to reflect updated data from the WJUSD Annual Enrollment Projection Report supporting documentation regarding enrollment and capacity (DecisionInsight 2021). As explained in this section, student generation from anticipated development in the WRTP Specific Plan Area would be approximately 376 new elementary school students (grades K–6), 104 middle school students (grades 7–8), and 222 high school students (grades 9–12), each of which is below the remaining capacity at the schools surrounding the WRTP Specific Plan Area. In addition, based on growth

projections developed for the WJUSD Annual Enrollment Projection Report, with an additional 2,800 residential units becoming occupied and generating growth in the number of students districtwide, Tafoya Elementary School, Douglass Middle School, and Pioneer High School all maintain capacity through 2030 (DecisionInsight 2021).

As acknowledged in Section 3.12.4 of the Draft EIR and accounted for by the City's General Plan and Climate Action Plan EIR Impact 4.12-3 (pages 4.12-35 through 4.12-39) (City of Woodland 2016), future development consistent with the General Plan, based on the State's classroom loading factors, would require new schools. The 2035 General Plan and Climate Action Plan EIR found this impact to be potentially significant. Funding for new school construction is provided through State and local revenue sources. Senate Bill 50 (Chapter 407, Statutes of 1998) governs the amount of fees that can be levied against new development. Payment of fees authorized by the statute is deemed "full and complete mitigation." The 2035 General Plan and Climate Action Plan EIR concluded that pursuant to State law the impact is considered less than significant after mitigation. As noted, in the event that additional students resulting from new residential development within the WRTP Specific Plan Area would exceed the elementary school capacity or an additional school is otherwise determined by the WJUSD and the California Department of Education to be necessary, the WRTP Specific Plan provides for a new school site within the Planning Area. The proposed development in the WRTP Specific Plan is consistent with that assumed for analysis in the 2035 General Plan and Climate Action Plan EIR, including increased students within the school district due to residential development, and planning for additional schools. Funding for new school construction, as provided through fees authorized by Senate Bill 50 and identified as mitigation under the 2035 General Plan and Climate Action Plan EIR would be applicable to development within the WRTP Specific Plan Area. Therefore, this impact was comprehensively considered and analyzed in the Draft EIR, and no changes are needed.

Comment 6-3 Summary of Comment: The commenter states that Exhibit 2-1 of the WRTP Specific Plan does not show zone designations for either a school or public/quasi-public land use. The commenter expresses their opinion that the 10-acre portion of medium-density residential land that is reserved under the WRTP Specific Plan for possible school use would be a conflicting use and not be consistent with the City's General Plan 2035 housing mix requirements if this land is used for a school rather than residential use.

Response: Table 3.1 of the WRTP Specific Plan identifies transitional kindergarten and kindergarten (TK/K) through 12 Public/Private school uses as a permitted land use within the Medium Density Residential land use designation of the WRTP Specific Plan Area. As noted in the City's General Plan, while the City does not control the location or design of schools, the City coordinates with WJUSD on school planning (General Plan, page PF 5-22). However, based on coordination with WJUSD, the WRTP Specific Plan reserves a location for a new school site, should a school be needed, as determined by WJUSD. See also, responses to comments 6-2 and 6-3.

Comment 6-4 Summary of Comment: The commenter expresses their opinion that the WJUSD and the School Board have displayed reticence towards potential development of new schools, but that the residents of Woodland want and need these additional resources.

Response: This comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR, but please see the response to comment 6-2 with regard to the City's planning efforts to support a school within the WRTP Specific Plan Area, should an additional school be determined by the WJUSD and the California Department of Education to be necessary.

Comment 6-5 Summary of Comment: The commenter states that the student-yield generation rates for the Woodland Joint Unified School District (Table 3.12-5) in the Draft EIR (page 3.12-16) do not account for students who reside in the Spring Lake community. The commenter also expresses his concern for the City's capacity to provide local school availability so that students do not need to commute/travel outside their community for this purpose.

Response: Please see response to comments 6-1 through 6-3 and 6-6. In addition, it is noted on page 0-27 of the Draft EIR that the infrastructure provided for the WRTP Specific Plan is consistent with the anticipated growth under the 2035 General Plan. The commenter is correct that Table 3.12-5 in the Draft EIR (page 3.12-16) only includes data pertaining to the anticipated student generation rate associated with the proposed WRTP Specific Plan. However, districtwide enrollment projections are evaluated by Woodland Joint Unified School District for planning purposes. The 2021 Annual Enrollment Projection Report for Woodland Joint Unified School District analyzed enrollment through 2030 with the addition of 2,800 residential units becoming occupied and generating growth in the number of students districtwide; this growth would account for growth within the WRTP Specific Plan Area, Spring Lake Specific Plan Area, and elsewhere throughout the City. Based on this report, even with this growth, of the schools closest to the WRTP Specific Plan Area, Tafoya Elementary School, Douglass Middle School, and Pioneer High School all maintain capacity through 2030 (DecisionInsight 2021). As discussed in response to comments 6-1 through 6-3, the WRTP Specific Plan also identifies TK/K through 12 Public/Private school uses as a permitted land use within the Medium Density Residential land use designation of the WRTP Specific Plan Area. Therefore, this impact was comprehensively considered and analyzed in the Draft EIR, and no changes are needed.

Comment 6-6 Summary of Comment: The commenter references the City's affordable housing ordinance. The commenter also asserts that low-income families and residents not having sufficient access to local schools could cause an extra burden to low-income families.

Response: This comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted. Please also see the response to comment 6-2 with regard to the planning efforts to provide for a new school within the WRTP Specific Plan Area, should it be determined by the WJUSD and California Department of Education to be needed. The identification of required school services is based on loading factors and actual and projected student generation. In addition, the City coordinates closely with WJUSD to implement City's General Plan Policies 5.E.2, 6.B.2, 6.B.6, and 6.B.7, as listed below.

- Policy 5.E.2: School Location and Site Design. Coordinate with the Woodland Joint Unified School District, private schools, and higher education institutions on site location and design to ensure that adequate educational facilities are available to meet the community's needs,

are consistent with the General Plan and other City development regulations, and are integrated with neighborhoods."

- Policy 6.B.2: Promote Active Transportation. Remove barriers and improve multimodal mobility throughout the city for all community members by supporting transit, pedestrian, and bicycle connections between residential neighborhoods and major destinations, including parks, civic facilities, school campuses, other educational institutions, employment centers, shopping destinations, parks and recreation areas."

- Policy 6.B.6: Active Transportation to Schools. Improve the street and neighborhood conditions in the areas surrounding schools to support children and youth walking and bicycling to school. Continue to work with the Woodland Joint Unified School District and other agencies to implement a Safe Routes to School program and prioritize identified Safe Routes to School infrastructure improvements in transportation improvement plans.

- Policy 6.B.7: Siting of New Schools. Work with Woodland Join Unified School District and private and charter schools to locate and design new school sites so they are easily and safely accessible to pedestrians and bicyclists and located and accessed away from major street intersections and major streets.

Comment 6-7 Summary of Comment: The commenter states that by developing more centralized schools within the neighborhoods of the City of Woodland, traffic congestion would be reduced, and road conditions would be preserved due to an increased accessibility for students to walk and ride their bikes to school. The commenter also asserts that without a new elementary school there would be about 900 elementary-age students from the buildout of the Spring Lake and WRTP Specific Plan Areas that would require a car/bus in order to get to school across town or in Davis.

Response: As noted on page 3.12-16 of the Draft EIR, depending on the timing of future development within the WRTP Specific Plan Area, future students could potentially be bused or driven to schools within the WJUSD boundaries, resulting in indirect impacts related to transportation, such as air pollutant emissions, greenhouse gas emissions, and transportation noise. While the City actively coordinates with the WJUSD regarding consideration of the need for new school facilities, as noted in Response to Comment 6-6, these potential impacts were considered in the 2035 General Plan and Climate Action Plan EIR analysis for the relevant resource areas, and are addressed as part of the impact analyses in each of the environmental topic-specific sections of the WRTP Specific Plan Draft EIR No revision to the Draft EIR has been made or is necessary.

Comment 6-8 Summary of Comment: The commenter expresses their excitement for the future development of greenbelts within their community and the beneficial impacts they will have on the quality of life for residents, such as promoting active lifestyles and providing a safe means for children to get to school.

Response: This comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR. The support for the Specific Plan's proposed greenbelts is noted.

Comment 6-9 Summary of Comment: The commenter references the City's Climate Action Plan and states the importance of planning communities for reducing dependence on fossil fuels to ensure a quality environment for future generations, and also deems that land use planning and having close proximity between residences and schools are important.

Response: The City continues to support and implement the Climate Action Plan and appreciates the commenter's support for this important document. This comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; the comment is noted. Please see response to comment 6-2 with regard to the Citywide and WRTP Specific Plan efforts and coordination with appropriate agencies as it pertains to school facilities.

Comment 6-10 Summary of Comment: The commenter reiterates their request for the 'formal inclusion of a 'school' or 'public/quasi-public' area' in the land use and zoning maps included in the WRTP Specific Plan.

Response: Please see response to comments 6-1 through 6-6.

2.2.7 COMMENT LETTER #7:

ERIC GARBER

Letter 7

From: Eric <garberville@hotmail.com>
Sent: Friday, July 02, 2021 8:39 AM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>
Subject: Tech Park EIR Public Comment

Good Morning Erika,

I wanted to offer my public comments for the Tech Park EIR

First, I wanted to start by stating that the plan should include land zoned for a school, not a potential change of designation.

If the area designated for a potential school site is used, what will happen to the medium density homes?

7-1

I also question the numbers for school capacity:

On page 410 the EIR states:
Table 3.12-2 shows 2019-2020 enrollment, design capacity, and estimated remaining capacity for each school. As shown on Table 3.12-2, these schools are currently operating below design capacity
The table itself has the columns "District Capacity" but the table description states "Design Capacity" which I assume is the same thing but could mean something different. I also am confused by the Estimated Remaining Capacity numbers. In some cases they are exact numbers and other they are rounded or close if you subtract current enrollment from capacity. I also wonder where the capacity numbers came from. From my knowledge of sites, I would like to see how these capacity numbers can be achieved. Do these numbers require any additional modifications to the school sites or, are they current capacity as the site is now? Finally, the Spring Lake Elementary school capacity numbers are off. The school does not have a remaining capacity of 312 or 472 (at build out). That is total capacity, not remaining.

I don't know the impact of these estimates but they may create the wrong conclusions for future capacity for the schools in the area.

7-2

Thanks,
Eric

RESPONSE TO COMMENT LETTER 7

Comment 7-1 Summary of Comment: The commenter states that the WRTP Specific Plan should include area specifically reserved for a school(s) and should not require the redesignation of land zones to do so. The commenter also asks about the impact it will have on medium density homes if a school were to be built in these areas.

Response: The WRTP Specific Plan reserves up to a 12-acre portion of the medium density residential zone south of Parkland Avenue and east of Road B for a potential new elementary school site should a school be needed, as requested by WJUSD. This is a permitted land use within the Medium Density Residential designation and would not require a land use redesignation. In addition, as explained on page 0-7 of the Draft EIR, while the total development square footage and other land use details are all reasonable assumptions based on the land use designations and other planning details of the WRTP Specific Plan, these inputs are assumptions used for the purposes of informing related planning efforts and the analysis of environmental impacts of the WRTP Specific Plan. In addition, as detailed in Table 2.1 of the WRTP Specific Plan, the land use plan provides for a range of residential densities, and provides design standards and guidelines for each residential land use designation category including the floor area ratio range. The estimated dwelling units that would be accommodated under each residential land use designation is based on average yields for planning purposes and analysis in the EIR. Using land within the Medium Density Residential land use reserved for a school site would not necessarily preclude the ability of the WRTP Specific Plan Area to accommodate the anticipated number of medium density residential units, since the loss of units for a possible school site could be made up through increased densities in other locations.

Comment 7-2 Summary of Comment: The commenter references Table 3.12-2 on page 3.12-4 (Woodland Joint Unified School District Enrollment, 2019-2020) and expresses their uncertainty in the meaning of definitions between the terms District Capacity and Design Capacity, as well as asks about the basis for the data in the "District Capacity" and "Estimated Remaining Capacity" numbers.

Response: The text on page 3.12-4 has been revised from "design capacity" to "District capacity" as the intended content. Consistent with the commenter's observation, the estimated remaining capacity data were inconsistent and did not reflect the exact calculations between District Capacity and Enrollment at the time of analysis. These data have also been refined for consistency to reflect updated data from the WJUSD Annual Enrollment Projection Report supporting documentation regarding enrollment and capacity (DecisionInsight 2021) (See Chapter 3, Errata, of this Final EIR)). These revisions do not change the validity or findings of significance of the of the analysis in the Draft EIR.

2.2.8 COMMENT LETTER #8A:

BRUCE JACKS (JUNE 3, 2021)

Letter 8a

WTRP DEIR Storm Drainage Discussion...June 3, 2021

Summary of Topics

1. Cunningham Engineering WRTP Jan. 31, 2020 Storm DrainageTech Memo does not provide a reasonable drainage solution, and leaves design issues to be resolved or deferred. 8a-1
2. The interaction of WRTP and its discharge to the Upper South Canal is not a zero impact. The USC was not originally designed to drain lands south of Rd. 25a between Rd. 101 and East St. 8a-2
3. Dividing the South Regional Pond into four smaller basins with two basins pumped is not a good engineering solution. 8a-3
4. Siting a storm drainage basin on prime ag lands south of Rd. 25a outside the Urban Limit Line conflicts with Yolo County preservation goals. The WRTP further proposes to possibly expand the Owyang South SWQ basin located on prime ag land outside the Urban Limit Line. 8a-4
5. The Mar. 2018 SUGA SDMP as described by city staff is a "guide." As such, the current version still contains significant errors, misidentified and/or overlooked shed areas. 8a-5
6. The functionality of the USC since design/construction in 2004 to 2021 has changed dramatically. The 100 yr. HGL has risen 1.66 ft. from elev. 38.14 to 39.8. Over 100 pads in Spring Lake north of Rd. 25a, do not have one foot protection. In a catastrophic event, many pads may be submerged. 8a-6
7. City staff direction to use an n value of 0.03 for the USC in the Rev. Mar. 2018 in effect dictated design criteria to Wood Rodgers. The consultant clearly did not agree with that direction. Using a realistic n value of 0.07 in the USC would produce a higher HGL at Rd. 25a resulting in overtopping and OLR into Spring Lake at Promenade. 8a-7
8. The Willow Slough storage area south of Rd. 25a to mitigate Willow Slough overflow cannot be reasonably confirmed without field survey and an inundation easement. 8a-8
9. The 100 yr. HGL at Rd. 25a must be reduced. 8a-9
    a. Big new detention basin south of Rd. 25a, west of Rd. 102
    b. Add capacity at Rd. 102/Willow Slough
    c. Add culvert capacity at Rd. 102/Upper South Canal and widen the USC up and downstream of Rd. 102
    d. Other

Primary Topics

1. The Cunningham Engineering WRTP Jan. 31, 2020 Tech Memo does not provide a complete drainage solution, and leaves design issues to be resolved or deferred:
   a. Discharge from the WRP is to be 55 cfs instead of 109 cfs per the SUGA SDMP
   b. Shed 4 is designated to require 100% on-site water quality storage. What does that mean?
   c. Sheds 5A and 5B have upstream sub-sheds west of Hwy 113 that will be required to have SD pump stations. This conflicts with city SD standards when a gravity solution is possible.
   d. Shed 6 drains to an on-site Water Quality/Hydromodification Basin. What makes the functionality of that basin different from SRP No. 1?
   e. Shed 6 has an option to move its footprint burden off-site to prime ag land with expansion of the Owyang hydromod basin. This assumes the off-site property owner will sell more prime ag land for urban use.

   8a-10

2. WRTP Sheds 4, 5A, 5b, and 6 drain to the Upper South Canal which has a minus (-) 1.66 ft. freeboard. The math: north top of bank = 39.14. Max 100 yr. WS per CoW standards one foot freeboard = 38.14. Calculated 100 yr. WS = 39.8. Freeboard = 38.14- 39.8 = minus (-)1.66 ft. The current 100 yr. HGL is at the crown of Rd. 25a...ZERO freeboard. At time of construction in 2005, the South Interceptor Channel aka the Upper South Canal had one foot freeboard. It's time to fix the problem. The WRTP capital improvement finance plan should front the cost, and the capital cost be spread over benefitting properties.

   8a-11

3. As part of lowering the USC HGL 1.66 ft. to achieve one foot freeboard in the channel, the hydraulic model should use the realistic n value of 0.07 as shown in the initial Wood Rodgers SD Facilities Master Plan. The current condition of Farmers Central Channel, the Heritage outfall, and the Upper South Canal at Rd.25/Rd. 103 is a clear indication that a 0.03 n value used for the Rev. Mar. 2018 SUGA SDMP is not realistic and increases flood risk to SLSP properties north of Rd. 25a.
   a. Widening the USC east and west of Rd. 102 and adding additional conveyance capacity at Rd. 102 may help lower the 100 yr. WS
   b. Added conveyance at Willow Slough/Rd. 102 would likely reduce the HGL.
   c. A dedicated detention facility south of Rd. 25a and west of Rd. 102 would help

   8a-12

There are several issues to be addressed by the Woodland Research and Technology Park (WRTP) specifically related to drainage.

Background:

1. A critical flood protection facility, the Upper South Canal (USC)...formerly known as the South Interceptor Facility, was designed and constructed from 2004 to 2005 based on standards at that time. The HGL on USC record plans does not show an HGL, but the typical cross section shows the 100 yr. WS graphically at about one foot below top of the elev. 39.14 north bank/maintenance road which would be a 100 yr. HGL at elev. 38.14. One foot freeboard was an industry wide standard then and now for an open channel.
2. Since 2004, Yolo County rainfall standards have increased in 2008 resulting in higher intensity storm. The 2006 Wood Rodgers SDMP for the city was used as the basis for the Feb. 2017 SUGA SDMP which was updated in Mar. 2018 to correct errors. The 2017 SDMP also accounted for higher runoff coefficients within the SLSP due to a higher percentage of impervious surface over developed subdivisions. These factors and ?? account for an increase in the USC 100 yr. WS from 38.14 in 2004 to 39.8 in 2018. **That's a significant increase of 1.66 ft. 100 yr. USC HGL from the original design.**

8a-13

8a-14

General:

- **Woodland Research and Technology Park interaction with the Upper South Canal**
- **Does the Rev. Mar. 2018 SUGA SDMP contain errors or lack sufficient detail?**

3. Per its SDMP, the WRTP drains to the Upper South Canal (USC) south of Rd. 25a. This open channel is currently impacted by combined developed SLSP, ag land WRTP drainage, and Willow Slough overflow. The USC is currently overcapacity because the calculated 100 yr. HGL at elev. 39.8 is 0.66 ft. above the record elev. 39.14 north top of bank / maintenance road, and 0.66 ft. above emergency access to the inlet structure trash rack. At the design flood, critical access to the Rd. 102 box culvert inlet structure, trash rack, and north maintenance road are compromised. The 100 yr. HGL at elev. 39.8 is called to be at the crown of Rd. 25a at the south limit of the SLSP. Rd. 25a, therefore, is the last line of defense with a ZERO safety factor to protect the SLSP from combined drainage from WRTP, Owyang South, and Willow Slough overflow.
4. The 2018 SUGA SDMP provides macro solutions to regional drainage problems, and has been described by city staff as a "guide." As such, it has been subject to filling in critical details by development projects to its intent, or modification to suit phasing. In addition, the SDMP has not been thoroughly examined for the accuracy of the consultant's defined tributary drainage sheds. In addition, the 2018 SDMP has not provided enough detail to determine the ultimate sizing of WRP which would pin down the footprint of the WRP on the CoW Sports Park Expansion Project.

8a-15

8a-16

5. Has the 2018 SUGA SDMP fully discovered and tested drainage issues, verified sheds, and provided viable solutions? Examples of the 2018 SDMP errors, and/or lack of detail:
    a. Defining 320 acres west of East St./RR at tributary to the former Farmers Central Ditch irrigation canal is an error that originated as part of the 2004 CoW SDMP. That entire 320 acres drains south to a 14.25 wide RR box culvert 0.5 mile south of Rd. 25a, and ultimately discharges to Willow Slough. While some percentage of runoff from that 320 +/- acres of ag land including 160 acres of SP-1C west of East St./RR technically may reach the South Canal and be pumped by the city in a 100 yr. Willow Slough overflow event, .
    b. Wood Rodgers has not defined the flood event that Willow Slough overtops its bank east and west of Rd. 102, so it's not known how often the city will pump any water from a Willow Slough overflow.
    c. Has Wood Rodgers field survey verified the storage area calculated on the Russel property south of Rd. 25a/west of Rd. 102 to confirm the peak flow mitigation from a Willow Slough overflow? Topography used for storage calc was likely the 2008 DWR LiDAR topo.
        i. At best, this has an accuracy of +/- 0.6 ft. It could be less accurate than +/- 0.6 ft.
        ii. DWR topo ground control. Since topo was flown county wide, it was probably tied to various bench marks that may or may have variance from city BMs.
        iii. The Russell property was converted from row crop to an orchard around 2016 to 2017. The land form/contours may have been altered and the calced storage may be less or greater than calculated by Wood Rodgers.
        iv. There is no inundation easement for flood storage to date on the Russell property. As of early 2021, the property owner reports no contact from the city to obtain that easement.
        v. Effectively, there is no storage available as the property owner has the right to grade to protect their land, and the full impact of a Willow Slough overflow to the SLSP is by definition not known.

8a-17

Specific questions related to the WRTP SDMP

6. **Location and size of the South Regional Basin**. The 2018 SUGA SDMP sited the South Regional Basin south of Rd. 25a within the Urban Limit Line, to serve properties within the 2001 Spring Lake Plan "Remainder Area" plus about 45 acres south of Rd. 25a/east of SR 113 (now part of the WRTP), and about 25 acres south of Rd. 25a/ west of SR 113 included with a later City of Woodland General Plan Update. The WRTP SDMP has divided the Wood Rodgers SDMP SRB into four smaller basins; one 4 ac basin (Specific Plan "Open Space") on the WRTP site north of Rd. 25a, one south of Rd. 25a on prime ag land outside the Urban Limit Line (this basin is not shown on most WRTP DEIR exhibits), and two basins west of SR 113 one north and one south of Rd. 25a.
7. **What are the design standards for the two detention basins north and south of Rd. 25a?**
    a. Will there be an emergency spillway on the WRTP basins?
    b. If yes, a spillway is lower than the top of berm, so will the berm be elevated above the roadway, and the HGL will be above inlet grates in the street.
8. Explain why there are two SRP basins in the WRTP, one north of Rd. 25a within the project limits and one south of Rd. 25a on prime ag land outside the Urban Limit Line.

8a-18

9. **Why is the SRP split into four basins?** Two on WRTP, and two west of Hwy 113, north and south of Rd. 25a? The two basins west of 113 require pumping which is not consistent with the CoW operations and maintenance guidelines by WR. 8a-18 cont.
10. **Occurrence of 100 yr. event east of Rd. 102 combined with local event west of Rd. 102.** Wood Rodgers recommendation is to combine a 25 yr. local with the 100 yr. off-site. 8a-19
11. Wood Rodgers recommends 8 inches maximum depth of water at any point in a travel way for emergency vehicle access. 8a-20

Cunningham Engineering Tech Memo Jan. 31, 2020 WRTP Storm Drainage Management

1. Attachments 7 to 9 are not included on the CoW website posting. 8a-21
2. Pg. 2, para. 3. Shed SB1C1 does not appear to naturally drain to or through the WRTP site as inferred by the SD Memo. From aerial photos and topography, SB1C1 and SB1D1 may be currently draining south to Willow Slough. If those two sheds currently drain to Willow Slough, detention mitigation should be 100% of 100 yr. runoff from those areas. 8a-22
3. Pg. 5, 100-yr Storm Routing and Release Point, 2nd para.
   a. Provision of OLR in Arterial streets is not advised. Parkland Ave, Rd. 25a, and other arterials are major escape routes and should be clear of standing water for emergency vehicle access. Reference attached City of Roseville Table 10-6 for an example of safe flood routing.
4. Pg. 5, last para. Allowing water to pond one foot deep in streets is excessive and not consistent with public safety.
   a. Using a one foot standard has resulted in multiple lots in the SLSP with less than one foot protection from OLR to the minimum pad. Woodland has no written standard or definition of depth of street flooding. Most jurisdictions have a much more stringent requirement than one foot and they define the location of maximum depth.
   b. Where is the CoW reference point for one foot depth? Gutter flow line or street centerline?
   c. The city of Roseville for example does not allow more than 12D of standing water in a gutter before OLR. At a 0.35% street slope, this translates to a maximum 0.40 ft. standing water at gutter sag points before release. See attached CoR Table 10-6.
   d. Recommendation; reduce maximum depth and define the location where measured. 8a-23
5. Pg. 6, 3rd para.
   a. Runoff from Sheds HW20 and SB1C1 west of SR 113 should be gravity and not pumped. 8a-24
   b. Detention should be merged with a true Regional SRP per the 2018 SUGA SDMP.
6. Pg. 6, last para. Isn't the pipeline between SR 113 and Pioneer 60", not 72"? 8a-25
7. Pg. 7, para 1. Wood Rodgers has 109 cfs discharge from WRP. Cunningham says 55 cfs max. due to downstream Farmers Central Channel constraints.
   a. What is the problem? Wood Rodgers says the 100 yr. HGL at Rd. 102 is 33.9.
   b. The July 1, 2005 record drawings for FCC by Watershed Engr. Show the 100 yr. HGL at 35.7.
   c. How has the 100 yr. WS **dropped** 1.8 ft. after rainfall standards increased and runoff coefficients were found to be higher in the tributary upstream sheds.
   d. Reducing max discharge from WRP to 55 cfs will likely reduce the upstream service area. 8a-26

8. Pg. 10, Shed 4 and 5A/5B. "The SRP was sized and its general location determined as part of the SUGA SDMP update.

a. The SRP is clearly shown graphically within the limits of the Urban Limit Line south of Rd. 25a.

b. The Tech Memo justifies multiple SRP basins based on "future" development west of SR 113 will "not be soon." Let's do some math:

Project	Estimated SLSP single family remain (Feb. 2021)	2018 to 2020 avg. permit/yr.	Years of SF permits remain
SLSP	758	283	2.7 yr. (end 2023)
WRTP	Proposed 1,100 LDR to MDR	Use 283	3.9 yr. (begin 2023 end and end 2027)

c. If the WRTP project moves forward and is successful marketing its Research and Tech Park, it's conceivable the project buildout could be more rapid.

d. **Future growth prediction.** There will be immediate pressure on the city to start processing a Specific Plan for 200 +/- acre SP-1B and 155+/- acre SP-1C. With substantial larger estate homes occupying about 15 acres of SP-1B and 10 to 15 acres of SP-1C, the net development from those lands will likely be reduced. Using the WRTP 70% of residential land as LDR/MDR, and 8.0 ac for SP-1B and 100% LDR at 3.5/ac for SP-C, there is a projected: 8a-27

Growth Area	Gross est. ac	Net est. LDR/MDR ac	Est. density	LDR/ MDR	Permit rate/yr	Build out yrs.	Est. build time line
SP-1B	200	185 x 70% = 130	7.8 [WRTP avg]	1014	300	3.4	2026-2029
SP-1C	155	140 x 100% LDR = 140	3.5 [low LDR]	490	150	3.3	2028-2031

e. **Conclusion and prediction**. There will be a few years before fees flow from SP-1B to pay toward a centralized SRP, but it makes for a much more efficient operation and maintenance program for the district (assume the benefitting area, not the general populace of the CoW). In summary, it makes no sense to split the SRB into four smaller basins, and the current drainage plan also includes infrastructure outside the Urban Limit Line.

Applicable City of Woodland Drainage Standards Matrix with Questions

Stds. Ref	Issue	Question	
4.01. STORM DRAINAGE GENERAL. A drainage system which includes unreasonable and intensive maintenance or operational requirements as determined by the City shall be rejected in favor of a drainage system which does not place an excessive burden on the owner/operators of such system	The South Regional Basin in the Rev. Mar. 2018 SUGA SDMP has one basin within the Urban Limit Line south of Rd. 25a	Why is the South Regional Basin split into 4 basins with 2 future basins west of Hwy 113 to be pumped? Why is one of the WRTP detention basins located outside the Urban Limit Line on prime ag land?	8a-28
4.02 PLAN REQUIREMENTS. All storm drainage improvement plans shall show geometric designs including plan and profile views, utility crossings, catch basins, laterals, manholes and invert elevations at all structures. In addition, the hydraulic grade line shall be shown on the storm drain profile	SLSP and subdivision plans have not been showing HGLs	Why not? Example; the Upper South Canal extension with the Owyang South project shows no 10 or 100 yr. HGLs.	8a-29
4.04 DESIGN CAPACITIES. Drainage facilities shall be designed to accommodate the future development of the entire upstream watershed. The future development shall be defined as full build-out of the General Plan Land Use Designations.	This standards section does not address drainage diversions.	The SUGA SDMP beginning in 2004 has mis-identified shed areas west of East St. and the RR as draining to the West Regional Pond (WRP). This is a diversion of up to 320 acres with at least 50% of the land outside the Urban Limit Line. SP-1C is approximately 160 acres.	8a-30
4.04.B. Open Channel: Open channels shall be designed to convey the 100-year storm event while maintaining at least one (1) foot of freeboard in cut sections and three (3) feet of freeboard in levied sections.	A "levee" is not defined in the CoW Design Standards.	Pg. 24 in the Yolo County Rev. 2010 SD Manual states: *In areas where fill is required to provide freeboard for open channels, three feet of freeboard shall be provided for the 100-year event.* Does the city accept this definition for a levee freeboard std?	8a-31
4.04.E Regional Storage Facilities	Designed according to Figure 4A	What is the definition of a Regional Storage Facility? Is there a minimum area (acres)? Why is there no access ramp to the bottom of a Regional Basin?	8a-32

4.04.E Regional Storage Facilities	If a detention basin fills beyond capacity, it must have provision for an emergency release. Remember...Oroville Dam. CoW design standards for Regional facilities are silent regarding a Regional Basin emergency spillway.	Will an emergency spillway be required for the WRTP Open Space basin north of Rd. 25a, and SRP No. 1 south of Rd. 25a? If yes, a spillway is lower than the top of basin bank/berm, but it must have a designated route/path to the roadway back of curb to spill to the street.	8a-33
4.06 NON-REGIONAL DETENTION PONDS.	These ponds are required in order to reduce peak flows in certain areas and may be considered or required on a case-by-case basis by the City Engineer for sites which cannot be adequately served by existing storm drains. Ponds shall be designed with spillway features to conduct excess flows into streets. Overland flow through streets shall not adversely impact areas downstream.	Are any of the SRPs (1, 2, 3, or 4) actually Non-Regional Ponds?	8a-34
4.07 STORM DRAINAGE PUMP STATIONS. To the extent practicable, storm drainage pump stations shall be avoided. In unavoidable cases, a pump station may be considered for ownership by the City after submission of a detailed engineering report documenting reasons for proposing a pump station. This report shall establish that there is significant benefit to the City in building a pump station to serve the proposed tributary area.	SRP 2 and 3 are set up to be pumped basins.	Pump stations for these 2 sheds make no sense from a capital cost and operational view. The shed area west of Hwy 113 and south of Red. 25a drains to Willow Slough. There is a substantial drainage course draining 1,550 +/- acres from west of the RR to Willow Slough about 1600 ft. south of Shed xxx. Why not drain Shed xxx by gravity to that ditch? The shed area west of Hwy 113 north of Rd. can easily be served by gravity by a new lower pipeline under Hwy 113.	8a-35

4.21 LEVEES Where new levees are constructed, the land side levee slope will be 2:1. The water side slope of the new levee embankment will be constructed at 3:1. The top width of the levee berm will be fifteen feet and will also function as a patrol road. The limits of the right-of-way will extend ten feet (10') beyond the toe of the land side slope of the new levee embankment to provide access for levee maintenance.	Will any of the proposed open drainage channels have top of bank and patrol/maintenance road in fill?	If any WRTP channels have levees, the minimum freeboard in channel to top of bank is 3 feet, correct?	8a-36
4.36 FIGURE 4M – STORM DRAINAGE POND STANDARDS FOR NON-REGIONAL DETENTION PONDS	**A. Design Criteria. 4.c. Pond Construction** For the PERMANENT DETENTION POND WITH PARK, the perimeter road/maintenance access is 6 ft. wide	6 ft. wide seems too narrow. Should it be 12 ft?	8a-37
Pg. 1 Yolo County City/County Drainage Manual Rev. Feb. 2010. (Co. SD Manual)	**A.Introduction...Background... June 2007 City County MOU** between City of Woodland, Yolo Co. and the Yolo Co. Flood Control and Water Conservation Dist.	Is the objective to develop solutions for reducing risks, a flood and management plan, been produced? Is this plan being implemented for Willow Slough overflow impact to Spring Lake?	8a-38
Pg. 2 and 3 Co. SD Manual	**B.Purpose.** Provide guidelines for achieving consistency in criteria and methodology for hydrologic and hydraulic analyses associated with storm runoff between rural and urban areas in Yolo County. This includes direction for conveyance (peak) and storage (volume) design.		8a-39
Pg.2 and 3 Co. SD Manual	**C. Regulatory Setting. Local** "Evaluating existing flooding conditions is the first step in identifying floodplains and problem areas."		8a-40

Pg. 14 of Co SD Manual	Guidelines for watersheds 10 to 500 sq. miles	Since the Woodland SD model falls in this range, was this methodology used to simulate storm events that could coincide with a Willow Slough 839 cfs overflow?	8a-41
Pg. 17 of Co SD Manual	SD design criteria	Are all the County criteria not addressed by CoW standards followed?	8a-42
Pg. 19 of SD Manual	A Design Criteria for Public Safety. State of California For urban and urbanizing areas within the Central Valley, a 200-year level of flood protection is required. This criteria is applicable to communities that have 10,000 or more residents, or communities where it is planned or anticipated to have 10,000 residents or more within the next 10 years	Does the State of CA 200 yr. level of protection apply to Willow Slough overflow impacts?	8a-43
Pg. 23 of Co SD Manual	Open channel freeboard	100 yr.–2 ft. freeboard 200 yr.–2 ft. freeboard does Woodland have a lesser 1 ft. freeboard std. for the 100 yr.?	8a-44
Pg. 24 of Co. SD Manual	In areas where fill is required to provide freeboard for open channels, three feet of freeboard shall be provided for the 100-year event.	The Upper South Canal south of Rd. 25a was designed in 2005 before release of the Yolo Co. SD Manual. The north maint. Road is in about 2 ft. of fill. In 2005 the USC had one foot of freeboard. Now, it has a negative 0.66 ft measured to the north top of bank/maintenance road. The USC is far below any standard to provide flood protection to the Spring Lake residents north of Rd. 25a.	8a-45

Pg. 41 of Co. SD Manual	**Flowage Easements.** Where the flooding of land serves to attenuate the peak runoff similar to a detention pond, a flowage easement is recommended to be acquired to ensure the functional integrity of the land as a component of the any designed storm drainage system relying on the preservation of storage upstream. The need for flowage easements east and west of Rd. 102 to mitigate impact from Willow Slough overflow is identified in the Rev. Mar. 2018 SUGA SDMP. The need for these easements was likely know at time of the 2006 City of Woodland SDMP by Wood Rodgers. As of early 2021, the impacted property owner north of Willow Slough and west of Rd. 102 had not even been contacted. Storage volume on Lands of Russel south of Rd. 25a was likely calculated using 2008 DWR LiDAR topography with an accuracy of not better than 0.6 ft.	Was the DWR topography field survey spot checked by Wood Rodgers for vertical accuracy? This is critical in confirming available storage volume. Around 2016-17, a new orchard was planted, and the field contours may have been altered. That may have impacted available storage. Why has the CoW not even started the process to obtain an inundation easement which is critical to reduce the peak Willow Slough overflow rate discharge to the Upper South Canal?

8a-46

Pg. 42 Co. SD Manual	**Floodplain Analysis.** Before any project is fully approved it must satisfy the City and/or County Engineer that all flooding sources have been identified and quantified with sufficient certainty to understand existing floodplains and the extent to which proposed changes in land use may affect it. For example, all flow must be accounted for when defining new facilities, such as diversion structures or detention ponds. If limited upstream channel capacities force water to leave the channel and divert around new (planned) facilities, this should be identified and accounted for as part of future design, as necessary.	It's not know what city or county floodplain analysis stds applied at time of SLSP approval, Dec. 18, 2001, but good engineering practice has always applied that "all flooding sources be identified." Prior to SLSP approval, Jacks commented to city staff that Willow Slough was a possible overflow impact to the SLSP. The 2001 SLSP SD MP, however, showed only a twin 54 inch pipe in Rd. 25a which is a strong indicator that the Willow Slough overflow was not an issue at that time. Now, Willow Slough overflow is a real flood threat to Spring Lake residents.	8a-47
Pg. 43 Co. SD Manual	**F. Interim Conditions** . As development progresses within a given jurisdiction, interim drainage conditions must be evaluated. Some flexibility in criteria and standards may be considered for interim conditions, but in no case would the following be allowed as a result of new development: • Jeopardizing public safety. • Increasing risk of property damage from flooding. • **Increasing floodplain elevations to surrounding lands, unless property owner approval is acquired in writing.** • Creating significant impacts to surface or groundwater quality, impacting the facilities and operation of downstream canal and ditch operations on surrounding land requires close coordination with downstream landowners and will require prior written legal permission granted by affected property owners resulting from adverse impacts.	Mitigation of drainage alteration impacts is consistent with California Drainage Law which long predates the SLSP and proposed WRTP. The Willow Slough overflow impact to SLSP must be addressed and mitigated. The WRTP drains to the impacted Upper South Canal and the WRTP should trigger a permanent solution.	8a-48

RESPONSE TO COMMENT LETTER 8A

Comment Letter #1 (8a) submitted by Bruce Jacks on June 3, 2021

Response: The referenced Technical Memorandum prepared by Cunningham Engineering is a planning level document. The City has reviewed the document and provided comments through its consultant for the applicant to address at a later date prior to improvement plan (design) review. The current document is sufficient to identify concepts and alternatives from a planning level perspective. The Technical Memorandum evaluated the proposed WRTP storm water system for the 10-year storm, including storm drainage water shed analysis and the backbone layout of the stormwater system for the WRTP. In addition, the Draft EIR comprehensively analyzed potential impacts related to the potential increase in the rate or amount or surface runoff that could result in flooding, exceed the capacity of existing or planned stormwater drainage systems, and provide substantial additional sources of polluted runoff. In accordance with General Plan Policies 5.I.3 and 5.I.7, the Technical Guidance Manual for Stormwater Quality Control Measures (City of Woodland 2006b), and the Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2021), project applicants for future projects proposed under the WRTP Specific Plan are required to design site-specific on-site stormwater systems and submit the proposed designs to the City for approval prior to the start of any construction activities. The WRTP Specific Plan identifies best management practices (BMPs), low impact development (LID), and hydromodification management techniques that will be incorporated into the site-specific stormwater system designs and operation as required by the City's Post Construction Standard Plan (2015) to reduce post-construction runoff and control urban runoff pollution in compliance with of the City's Phase II Municipal Separate Storm Sewer System (MS4) permit. This ensures no deferral. However, because proposed development in the WRTP Specific Plan Area would substantially increase the rate or amount of surface runoff, primarily as a result of new impervious surfaces, and detailed drainage and stormwater flooding calculations and designs for the WRTP Specific Plan Area and the off-site State Route 113/County Road 25A interchange improvements have not yet been performed, the Draft EIR found this impact to be potentially significant. The detailed drainage and stormwater calculations and designs cannot be performed at this time because the project development plans and infrastructure plans have not been designed. Mitigation Measure 3.9-1a requires additional storm drainage analysis for determining the amount of new development acreage beyond the previously identified 80 residential acres allowable in the South Urban Growth Area that can be accommodated with current infrastructure, accounting for revised baseline conditions and identifying what additional storm drainage infrastructure would be needed to support full buildout of the WRTP Specific Plan. Therefore, this impact was comprehensively considered and analyzed in the WRTP Specific Plan EIR and no changes are needed.

Comment 8a-2 Comment: The commenter asserts that interaction of WRTP and its discharge to the Upper South Canal is not a zero impact. The Upper South Canal was not originally designed to drain lands south of Road 25A between Road 101 and East Street.

Response: Land within the WRTP in an undeveloped state currently discharges to the Upper South Canal. The estimated 100-year peak flow entering the South Canal under the 2006 Storm Drainage Facilities Master Plan (2006 SDFMP) has been modified under the SDFMP Update for the South Urban Growth Area (SUGA SDFMP) (updated February 2017, revised March 2018), with changes in precipitation creating impacts to previously designed conditions, as well as new land use, watershed, and detention configurations/assumptions. It was not the purpose of the 2018 SUGA SDFMP to partition all of the individual changes to determine their respective impacts separately. Rather, the approach was to take all of the changes at once and determine overall acceptable solutions to the City for the buildout of the General Plan. The SUGA SDFMP did evaluate the increases in flow to the Upper South Canal due to development in the WRTP. The SUGA SDFMP did evaluate the increases in flow to the Upper South Canal from areas south of CR 25A. The Draft EIR included review and analysis based on the SUGA SDFMP and no changes to the EIR are necessary or have been made.

Comment 8a-3 Summary of Comment: The commenter asserts that four smaller detention ponds with pumping is not a good engineering solution.

Response: To develop a balanced Specific Plan with multiple land uses, landowners, and physical constraints, many drainage alternatives including various pond locations, pipes versus channels, and construction costs were evaluated. The proposed layout was determined to spread the land burden associated with providing storm drainage infrastructure as an equitable approach while retaining sufficient land to yield the number of units at the intended densities per the WRTP Specific Plan proposed Land Use Plan (Cunningham Engineering 2020). See Responses to Comments 8a-10c, 8a-18 and 8c-18 for related responses.

Comment 8a-4 Summary of Comment: Commentor indicates that one of the storm drainage basins is outside the Urban Limit Line and asserts that this would conflict with Yolo County preservation goals. In addition, the commenter states that the WRTP drainage plan proposes a possible expansion of the Oyang South stormwater basin, also outside the Urban Limit Line.

Response: The City reviewed the location of the South Regional Pond, acknowledges that it is outside of the Urban Limit Line, included the South Regional Pond as part of the proposed land uses in the Draft EIR project description, and comprehensively analyzed the environmental impacts associated with development of the South Regional Pond at the proposed location for each impact area throughout the Draft EIR. Replacement of converted farmland or an in-lieu fee (dependent upon project size) would be required by the County's agricultural conservation ordinance (Section 8-2.404 and Section 8.2-405 of the Yolo County Code), and mitigation measures for the loss of habitat are included in the project mitigation measures detailed in Section 3.3 of the EIR. The expansion of the Oyang South stormwater basin, as referenced by the commenter, is not proposed as part of the WRTP Specific Plan; the WRTP Specific Plan and Storm Drainage Study have been revised to clarify this. The proposed drainage solutions, as presented within the WRTP Specific Plan EIR are consistent with the revised WRTP Specific Plan and Storm Drainage Study (Cunningham Engineering 2023). Therefore, no revisions are required of or have been made to the WRTP Specific Plan EIR.

Comment 8a-5 Comment: The commenter asserts that, because the March 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* is described by City staff as a "guide," the current version still contains significant errors, misidentified and/or overlooked shed areas.

Response: As a planning level document, the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* is intended to and appropriately serves as a guide for future design efforts, which then evaluate conditions in more detail using actual layouts and design plans for construction approval by the City, at the time that more advanced design level is complete and necessary details for future analysis are available. Not every number and condition in a planning level document will be the final condition after construction. As no specific errors are identified under this general comment, each instance of a specific purported error is separately addressed in detail in responses to more specific comments throughout Responses to Comments 8a, 8b, and 8c.

Comment 8a-6 Summary of Comment: The commenter asserts that the functionality of the Upper South Canal from the time of design and construction in 2004 to 2021 has changed dramatically. The commenter states that the 100-year hydraulic grade line has risen 1.66 feet from elevation 38.14 to 39.8, asserting that over 100 pads in Spring Lake north of Road 25A do not have one-foot protection and that, in a catastrophic event, many pads may be submerged.

Response: The purpose and suitability of the Upper South Canal has not significantly changed. While the peak flow conditions and water surface elevations have changed, the Upper South Canal was intended to convey the peak 100-year conditions and still does, serving its purpose. The change in peak water surface to 39.8 feet does not inundate structures to the north of County Road 25A, but is held within the Upper South Canal with zero freeboard within the channel (SUGA SDFMP, March 2018). As such, this is not the elevation or condition present adjacent to homes north of County Road 25A, as they will experience water surface elevations that correspond to rainfall and flow routing directly within these subdivisions (with an elevation lower than 39.8). The reference to a "catastrophic" event is not defined, but is assumed to be an event larger than the design event of a 100-year storm. The City standard is to provide protection against storms with a recurrence interval of 100-year or lower, in accordance with published design standards and approved exceptions.

Comment 8a-7 Comment: The commenter asserts that city staff direction to use a Manning's n-value (n-value) of 0.03 for the Upper South Canal in the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*, in effect, dictated design criteria to Wood Rodgers, and that the consultant did not agree with that direction. The commenter goes on to state that using a realistic n-value of 0.07 in the Upper South Canal would produce a higher hydraulic grade line at Road 25A, resulting in overtopping and overland release into Spring Lake at Promenade.

Response: The City developed a maintenance plan for the Upper South Canal that would allow higher levels of flow in this channel. This maintenance plan is consistent with the use of a Manning's n-value of 0.03. In accordance with the city's approach, Wood Rodgers characterized the channel with a 0.03 Manning's n-value with zero feet of freeboard in the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*. The commenter's characterization of 0.07 being a "realistic n-value" is the commenter's opinion. It is the City's responsibility to maintain the channel in such a manner to meet the 0.03 n-value design criteria. The comment does not

identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-8 Comment: The commenter asserts that the Willow Slough storage area south of Road 25A to mitigate Willow Slough overflow cannot be reasonably confirmed without field survey and an inundation easement.

Response: The area south of County Road 25A is not a storage pond. Based on the topographic information, flow is leaving Willow Slough at a higher elevation and flows in a sloping nature downhill toward the Upper South Canal, turning east to flow under County Road 102. The overland flow leaving the Willow Slough channel has a higher peak flow rate, which is slightly attenuated as it travels across the landscape to the Upper South Canal. The boundary of stormwater flow is determined by applying the highest water surface elevations along the path of the overland flow and cumulatively capturing all inundated areas, even though they do not all inundate simultaneously. Any effort to represent a flowage easement must map the area as inundation area, with changing stormwater flow elevation from south to north, while using underlying topographic mapping. The InfoWorks ICM program used to model the stormwater flow automatically superimposes the topography and water to generate a representation of the inundated areas at a micro level. For additional information regarding topographic accuracy see Response to Comment 8a-17c. The Spring Lake Capital Improvement Plan and Spring Lake fee program includes funding to acquire a flowage easement or flowage easements, as applicable. The City is currently in the process of negotiating (a) flowage easement(s). Notwithstanding, this has no bearing on the EIR analysis or conclusion therein. No revisions to the EIR have been made or are necessary.

Comment 8a-9 Summary of Comment: The commenter concludes that the 100-year water surface elevation at County Road 25A "must be reduced," and offers several recommendations to achieve that end.

Response: The conclusion asserted by the commenter is not entirely accurate and appears to be based on assumptions regarding channel roughness and freeboard, which are based on the maintenance plan for the channel. The conceptual alternatives offered by the commenter may be valid for reducing water surface elevations in targeted areas, however, the City has determined based on the facts below that alternative designs are not needed to protect the areas north of County Road 25A. The City monitors and maintains the roughness conditions in the Upper South Canal upstream and downstream of County Road 102 based on adherence to the City maintenance plan. Based on the SUGA SDFMP, the design condition of the Upper South Canal meets the City design standard for a 100-year storm event with the approval of a design exception by the City Engineer. The City Engineer approved a design exception to allow zero freeboard based on the fact that the peak flow in the Upper South Canal is at elevation 39.8 for less than one hour and the length of road that is at elevation 39.8 is less than 50 feet. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR. No change to the EIR is required.

Comment 8a-10 Summary of Comment: The commenter raises various questions and comments regarding the Cunningham Engineering WRTP January 31, 2020, Technical Memorandum for drainage, including concern that design issues remain to be resolved or have been deferred.

Response: A Specific Plan and its appendices are planning documents to guide future actions when more detailed design specifications are available. Specific answers to commenter's questions, a summary of each is presented (underlined) at the beginning of each response, are presented below:

Sub-comment 8a-10a: The commenter raises the question of the West Regional Pond Discharge of 55 cubic feet per second (cfs) as opposed to 109 cfs.

Response: The 2018 SUGASDFMP, indicates the planned maximum West Regional Pond discharge to be approximately 109 cfs, which is based upon the capacity of the 60-inch culvert beneath State Route 113. The 55 cfs flows were based on a conservative assumption from over 20 years ago which assumed a conservative 10-year hydraulic grade line using a more generic storm model. The 109 cfs of flow is more accurate than the 55 cfs of flow and is based on the more robust stormwater Integrated Catchment Modeling (ICM) model. The revised WRTP Technical Memorandum (July 2023) has been revised to accurately cite the 109 cfs.

Wood Rodgers analyzed the pipeline capacity in this corridor for the 10-year storm event to verify that there was adequate capacity to convey 109 cfs from the West Regional Pond plus developed flows within Spring Lake and future developed flows from shed C4B (the northern portion of the WRTP). The analysis used InfoWorks ICM, a two-dimensional (2D) hydraulic modeling software to assess the available capacity. The results indicate that the hydraulic grade line during the 10-year peak flow conditions is located below the soffit of the pipes in this corridor. Hence, the corridor is able to accommodate 109 cfs from the West Regional Pond in addition to developed flows within the relevant sheds east of State Route 113. The results of this analysis are part of a memo entitled *Farmer Central Drainage (10-year) and Woodland Research and Technical Park Development Triggers*, dated January 17, 2022 .

Sub-comment 8a-10b: The commenter asks for clarification on the meaning of Shed 4 being required to have 100 percent on-site water quality storage.

Response: Based on the requirements of the State Water Resources Control Board NPDES General Permit, the standard of care for water quality design is to implement post-construction best management practices through low impact design techniques. These may include, but are not necessarily limited to, vegetated swales, rain gardens/bioretention planters, and pervious pavements, all of which may also implement below grade infiltration trenches. This was discussed on page 12 of the Storm Water Technical Memorandum (Cunningham Engineering, 2023).

Sub-comment 8a-10c: The commenter notes that sheds west of Highway 113 will be required to have storm drain pump stations, which the commenter asserts conflicts with City standards when a gravity solution is possible.

Response: A gravity solution would require upsizing and deepening the culverts beneath Highway 113, and subsequently deepening the entire downstream drainage system. The Upper South Canal was designed with the assumption that the culverts beneath Highway 113 were to remain. It would be cost prohibitive to modify the existing culverts under State Highway 113. The WRTP Specific Plan EIR examines the adverse physical effects of all changes proposed under the Specific Plan, including all on- and off-site infrastructure required to serve planned land uses.

While the commenter offers an alternative drainage approach, the drainage approach summarized in the Specific Plan and Draft EIR is consistent with City drainage standards, and this drainage strategy is addressed comprehensively in the EIR. Further, the approach selected by the City has the fewest environmental impacts. No revisions to the EIR have been made or are necessary.

Sub-comment 8a-10d: The commenter asks for clarification regarding the difference between the Water Quality/Hydromodification Basin and the South Regional Pond.

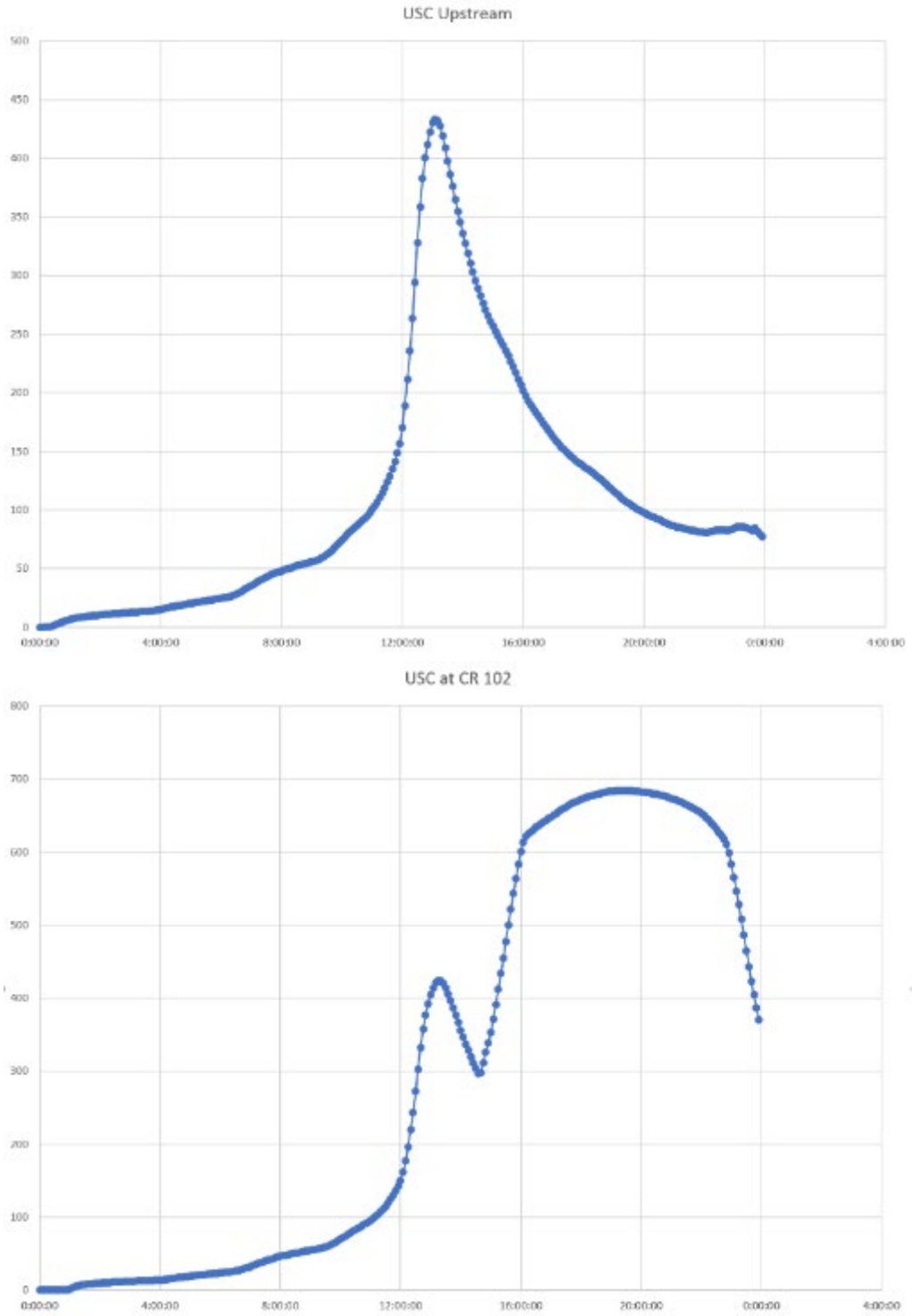
Response: The South Regional Pond will be sized to attenuate post development runoff from the 100-year storm to pre-development conditions of the WRTP Specific Plan Area. Current 100-year runoff from the culverts crossing beneath State Route 113 will also be routed through the South Regional Pond. The Water Quality / Hydromodification Pond will be sized only to attenuate flows up to the two-year storm post development runoff. Post development flows in excess of the two-year storm will overflow into the Upper South Canal and increased flows are ultimately attenuated for Shed 6 in the downstream South Urban Growth Area drainage system. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR has been made or is necessary.

Sub-comment 8a-10e: The commenter notes that Shed 6 has an option to expand the Oyang South stormwater basin as an alternative to the onsite Water Quality/Hydromodification Basin.

Response: The expansion of the Oyang South stormwater basin, as referenced by the commenter, is not proposed as part of the WRTP Specific Plan; the WRTP Specific Plan and Storm Drainage Study have been revised to reflect this. The proposed drainage solutions, as presented within the WRTP Specific Plan EIR are consistent with the WRTP Specific Plan and revised Storm Drainage Study (Cunningham Engineering 2023). Therefore, no revisions are required of or have been made to the WRTP Specific Plan EIR.

Comment 8a-11 Summary of Comment: The commenter asserts that the WRTP Specific Plan area sheds drain into the Upper South Canal and that the Upper South Canal is operating with zero feet of freeboard, and, therefore, the WRTP should reduce water levels to have one foot of freeboard relative to the top of the north channel bank.

Response: While the WRTP Specific Plan area does drain into the Upper South Canal, the Plan area's contribution is not a straightforward determination, as the storm flows from the Willow Slough overflow are not entirely coincident with urban runoff flood timing. Aside from timing issues, the increase in flooding in the Upper South Canal at County Road 102 is more due to increases in design precipitation creating more non-urban runoff, and less due to upstream development. The following hydrographs show the flow in the Upper South Canal channel upstream of the Willow Slough overflow and the flow at the upstream side of the County Road 102 culverts, respectively; these hydrographs show the urban runoff peaking around hour 13, where the peak portion of the Willow Slough overflow is arriving at hour 15 and peaking after hour 18.



The City has determined that maintaining lower n-values in the Upper South Canal and allowing water surface elevation at 39.8 upstream of County Road 102 is an acceptable condition. The n-value is based on the City's maintenance plan for the Upper South Canal. The design condition of the Upper South Canal meets the City standard of protecting against the 100-year storm event with the approval of a design exception by the City Engineer. The City Engineer approved a design exception to allow zero freeboard based on the fact that the peak flow in the Upper South Canal is at elevation 39.8 for less than one hour and the length of road that is at elevation 39.8

is less than 50 feet. The WRTP Specific Plan EIR comprehensively analyzed potential impacts associated with stormwater and proposed drainage solutions, and no changes to the EIR are needed.

Comment 8a-12 Summary of Comment: The commenter asserts that 0.03 as a design n-value is not manageable, given how other segments of channels (e.g. Farmers Central, Heritage outfall, and other portions of the Upper South Canal) are operated within the city. The commenter goes on to provide suggestions for operating the Upper South Canal at a different design condition.

Response: The examples provided in the comment are being managed/operated by the City with a higher design roughness condition, or n-value. This does not preclude the City from operating other channels within the City at other roughness conditions as warranted by project circumstances. According to the City, operating the Upper South Canal in the vicinity of County Road 102 with a 0.03 n-value is manageable and is consistent with the City's maintenance plan for this Canal. The comment provided does not provide evidence that the Upper South Canal in the vicinity of County Road 102 is being maintained inadequately. Operating the Upper South Canal at a different design condition is not needed based on the City's current operations to maintain the Upper South Canal with a 0.03 n-value. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-13 Summary of Comment: The comment provides background relating to the history of the Upper South Canal design and the use of freeboard in standard design practices.

Response: Based on the SUGA SDFMP, the increasing stormwater elevations along the Upper South Canal west of County Road 102 to 39.8 feet are known to the City. The City has adequate maintenance funding to maintain the Upper South Canal consistent with a 0.03 n-value. Comments regarding what was done in the past do not prevent the City from operating the Upper South Canal with a 0.03 n-value and zero freeboard. The design condition of the Upper South Canal meets the City design standard for a 100-year storm event with the approval of a design exception by the City Engineer. The City Engineer approved a design exception to allow zero freeboard based on the fact that the peak flow in the USC is at elevation 39.8 for less than one hour and the length of road that is at elevation 39.8 is less than 50 feet. If stormwater was to overtop the road, the water would have to travel more than 1,000 feet in order to enter the subdivision. Given the short length of time that the stormwater is modelled to be at the crown of the road, and the short length of road that is impacted, the City Engineer concluded that it would be very unlikely for any amount of stormwater to overtop the road, travel more than 1,000 feet and then enter the subdivision and inundate the neighborhood with stormwater. The WRTP Specific Plan EIR comprehensively analyzed potential impacts associated with stormwater and proposed drainage solutions, and no changes to the EIR are needed.

Comment 8a-14 Summary of Comment: The comment provides background discussion relating to Yolo County design rainfall and increased imperviousness within the watershed contributing to conditions along the Upper South Canal.

Response: The City reviewed the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area,* which identifies and documents the Yolo County design rainfall and watershed imperviousness, and accounts for all known factors affecting flooding conditions along the Upper South Canal.

Comment 8a-15 Summary of Comment: The comment reiterates the assertion of the WRTP Specific Plan area's contribution to flooding within the Upper South Canal and the perceived inadequacy of the current design.

Response: See responses to Comments 8a-6, 8a-9, and 8a-11.

Comment 8a-16 Summary of Comment: The commenter claims that the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* does not accurately account for tributary drainage sheds affecting the South Urban Growth Area, and does not provide enough detail to determine the ultimate sizing of the West Regional Pond, resulting in an inadequate Upper South Canal design.

Response: The boundaries of the drainage areas contributing to the West Regional Pond and the Upper South Canal are provided in the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*. The supporting underlying topographic mapping is a product of the State of California and was approved by the State for use in the City's master planning efforts. This data can be requested by any person or agency for public benefit through the State Department of Water Resources relating to the Central Valley Floodplain Evaluation and Delineation Program. This data was only used in areas that were reasonably unmodified between 2000 (baseline conditions) and 2008 (data capture). The State's 2008 topographic data was used to verify drainage area contributions for areas draining to the Willow Slough channel upstream of County Road 102. The exact footprint of the West Regional Pond will be determined when development areas west of the WRTP are developed. The current size of the West Regional Pond accommodates existing development that flows into it. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-17 Summary of Comment: The commenter asks if the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* has fully discovered and tested drainage issues, verified sheds, and provided viable solutions, and goes on to provide a list of perceived errors, as detailed and responded to individually in the following sub-comments (note that the sub-comments are listed using the same alphanumeric provided in the comment letter, with the comment underlined and responses to follow).

Sub-comment 8a-17.a: The commenter asserts that defining 320 acres west of East Street/railroad (RR) as tributary for the former Farmers Central Ditch irrigation canal is an error that originated as part of the 2004 City of Woodland SDFMP, and that the entire 320 acres drains south to a 14.25-foot-wide railroad box culvert 0.5 mile south of Road 25A, and ultimately discharges to Willow Slough. The commenter asserts that some percentage of runoff from that 320 +/-acres of ag land (including 160 acres of SP-1C west of East Street/RR technically may reach the South Canal and be pumped by the city in a 100-year Willow Slough overflow event. The comment ends in an incomplete sentence, but response is provided below based on content provided.

Response to 8a-17.a. Wood Rodgers assumes the comment is in reference to watersheds west of East Street (parallel to the Railroad), though there is no clear reference by the commenter to the watershed naming used in the 2018 *Storm Drainage Facilities Master Plan South Urban Growth*

Area. Figure 4 in the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* shows watersheds labeled "WRR2A," "WRR2B," and "WRR1" for defining baseline conditions. All three of these watersheds are not flowing into the Farmers Central Channel in this baseline scenario.

For ultimate (developed) conditions, the model reflects that the runoff from WRR2A, WRR2B and the developing portion of WRR1 (shown on Figure 7 of the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*) and direct them into the West Regional Pond. Drainage shed WRR1B is the portion that will remain undeveloped on Figure 7 which continues to drain south as it does under baseline conditions, bypassing the developing portions of the City and entering Willow Slough upstream of County Road 102.

Sub-comment 8a-17.b: The commenter states that Wood Rodgers has not defined the flood event wherein Willow Slough overtops its bank east and west of County Road 102. The commenter, therefore, asserts that it is not known how often the city will pump any water from a Willow Slough overflow.

Response to 8a-17.b. The design level 100-year storm can be accommodated with the existing and planned drainage system without pumping at Willow Slough.

Sub-comment 8a-17.c: The commenter asks if field survey has verified the storage area calculated on the Russell property south of Road 25A and west of Road 102 to confirm the peak flow mitigation from a Willow Slough overflow. The commenter assumes that topography used for storage calculation was likely the 2008 Department of Water Resources light detection and ranging or laser imaging, detection and ranging (LiDAR) topography. The commenter goes on to provide a list of accuracy issues related to this assumption, and asks about a flowage easement.

Response to 8a-17.c. The city confirms that the 2008 Department of Water Resources LiDAR mapping dataset was used for the updated modeling in this area of the model, as performed by Wood Rodgers. Contrary to the commenter's assertion, the published vertical accuracy of this 1-foot contour data is +/- 0.33 feet. The scientific characterization of accuracy is the worst-case allowable error within the dataset and does not characterize the accuracy of every point in the data set. The vast majority of the data is much closer than this worst-case accuracy limit.

The conversion of the Russell property to orchard serves to reduce the hydraulic flow capacity northward, and force more water to stay in Willow Slough, which is to the benefit of the City. See response to comment 8a-8 above. This area is flowing/sloping and not behaving as a detention basin.

The SUGA SDFMP (2018) accounts for stormwater inundation at the Upper South Canal that results from County Road 25A. The Upper South Canal functions as intended to prevent stormwater from overtopping County Road 25A and flowing into the Spring Lake Specific Plan Area. The City of Woodland's Storm Drainage Facilities Master Plan Update and Preliminary Engineering (2006a) includes requirements for development to preserve water quality and minimize localized flooding during storm events. It outlines floodplains, design criteria, storm drainage water quality monitoring, and implementation of future facilities. The City's South Area Drainage Master Plan was updated in 2018, particularly as related to additional urban

development projected in the City's updated General Plan (inclusive of the WRTP Specific Plan Area), in the SUGA SDFMP (2018). Furthermore, all development projects in the City are required to comply with City's Post Construction Standard Plan (2015) to reduce post-construction runoff. While development within the South Urban Growth Area, including the WRTP Specific Plan Area, contribute incrementally to the 100-year stormwater flow, any such development is accounted for within the SUGA SDFMP (2018). In addition, the Spring Lake Capital Improvement Plan and Spring Lake fee program includes funding to acquire a flowage easement. The City is currently in the process of negotiating a flowage easement. The Draft EIR comprehensively analyzed potential impacts related to the potential increase in the rate or amount or surface runoff that could result in flooding, exceed the capacity of existing or planned stormwater drainage systems, and provide substantial additional sources of polluted runoff (see Section 3.9, "Hydrology, Flooding, and Water Quality," of the Draft EIR).

Comment 8a-18 Summary of Comment: The Commenter requests information about the four drainage basins planned for the WRTP Specific Plan area, specifically noting that the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* sited one single pond denoted as the South Regional Pond. The commentor asks specific questions summarized below as underlined, with response contained immediately following without underline.

Comment 8a-18.a. Summary: The commenter asked what the design standards are for the detention basins north and south of County Road 25A, and if there will be an emergency spillway.

Response: The design of the ponds will be per City *Engineering Standards: Design Standards, Standard Details and Construction Specifications* (City of Woodland 2021). The WRTP Specific Plan is a planning level document. Commenter's engineering specific comments will be appropriately addressed and reviewed at the time that specific information is proposed via specific project's construction documents.

Comment 8a-18b. Summary: The commenter requested explanation as to why there are two basins, one north of County Road 25A within the WRTP Specific Plan area and one south of County Road 25A outside the Urban Limit Line.

Response: See responses 8a-4, 8a-27, and 8c-18.

Comment 8a-18c. Summary: The commenter requested explanation as to why there are four basins, including two west of State Route 113, requiring pumping.

Response: Development of the areas west of State Route 113 are not proposed for development with the WRTP Specific Plan. Therefore, the Specific Plan did not accommodate storm water detention for these areas and the EIR did not evaluate this development. See Comment 8a-27 for additional discussion regarding timing of development. See Comment 8a-10.c for additional discussion regarding the use of pumps for the ponds.

Comment 8a-19 Comment: The commenter asserts that for the occurrence of a 100-year event east of Road 102 combined with local event west of Road 102, the Wood Rodgers recommendation is to combine a 25-year local with the 100-year off-site.

Response: While not specifically stated in the comment, it is understood that the commenter's intent is to assert that the City should run the 25-year local analysis combined with the 100-year offsite in the Yolo Bypass. The evaluation by Wood Rodgers for the 2006 SDFMP provided a coincident frequency analysis for evaluating Woodland conditions with the conditions in the Yolo Bypass. As the South Urban Growth Area is pumped into the Outfall Channel, the conditions downstream of the pump station do not influence conditions within the South Urban Growth Area, therefore no coincidence with the Yolo Bypass is necessary to evaluate.

Comment 8a-20 Comment: The commenter asserts that Wood Rodgers recommends 8 inches maximum depth of water at any point in a travel way for emergency vehicle access.

Response: No reference is provided by the commenter as to where Wood Rodgers made this recommendation. Wood Rodgers did include a section on Roadways and Overland Conveyance Systems in Appendix D of the 2006 SDFMP which is consistent with the comment; however, the City has never adopted such an overland release allowance. The original recommendation was based on the vertical clearance of fire trucks and ambulances being able to safely negotiate a flooded internal street within a subdivision. There is no nexus between the comment and the analysis of the WRTP Draft EIR.

Comment 8a-21 Summary of Comment: The commenter notes that attachments to the Cunningham Engineering Drainage Tech Memo are not uploaded to the City Website.

Response: Attachments 7 through 9 have been uploaded to the City website.

Comment 8a-22 Summary of Comment: The commenter references page 2, paragraph 3, of the January 2020 WRTP Storm Drainage Management Technical Memorandum, asserting that shed SB1C1 does not appear to naturally drain to or through the WRTP Specific Plan area as inferred by the referenced memorandum. The commenter states that, from aerial photos and topography, SB1C1 and SB1D1 may be currently draining south to Willow Slough and, if that is the case, the commenter asserts that detention mitigation should be 100 percent of 100-year runoff from those areas.

Response: The WRTP drainage design accommodates flows from these sheds directing them to the South Regional Pond. The Draft EIR comprehensively analyzed potential impacts related to the potential increase in the rate or amount or surface runoff that could result in flooding, exceed the capacity of existing or planned stormwater drainage systems, and provide substantial additional sources of polluted runoff (see Section 3.9, "Hydrology, Flooding, and Water Quality," of the Draft EIR). The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-23 Summary of Comment: The commentor states the opinion that arterial streets should not be used for overland release and, rather, for emergency vehicle access, to be kept clear of standing water; the commenter provides additional technical recommendations regarding safe flood routing and related standards.

Response: Comments noted. Overland release design will be done in accordance with the City of Woodland Engineering Standards and commonly accepted industry standards, and consistent with City of Woodland General Plan Policy 5.I.3, which establishes that the City will, "[r]equire

development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system," and that "[o]verland flow waters should be conveyed over public streets where possible and should be at least one foot below building pad elevations and contain provisions for removal of silt and other contaminants." The maximum depth of ponded water measurement applies to the entire street section; hence, the gutter flowline will be subject to the deepest ponding at a sag point.

Comment 8a-24 Summary of Comment: The commenter states the opinion that runoff from west of State Route 113 should not be pumped and that detention should be merged with the South Regional Pond.

Response: Comments noted. See responses to Comment Nos. 8a-3, 8a-10.c, 8a-18.c, and 8c-18.

Comment 8a-25 Summary of Comment: The commenter questions whether the storm drain pipe along the Farmers Central corridor between State Route 113 and Pioneer Avenue is a 60-inch or 72-inch diameter pipeline.

Response: As provided on page 6, last paragraph, of the Cunningham Engineering Drainage Technical Memorandum, "… a 60[-inch] and subsequent 72[-inch] pipeline between [State Route] 113 and Pioneer Avenue …" [bold emphasis added]. The pipeline transitions in size from a 60-inch to a 72-inch pipeline at the intersection of Farmers Central and Harry Lorenzo Avenue.

Comment 8a-26 Summary of Comment: The commenter referenced discharge rates from the West Regional Pond and references and questions:

a) the fact that the Wood Rodgers report states that the 100-year hydraulic grade line at County Road 102 is 33.9;

(b) the July 1, 2005, record drawing for Farmers Central Channel shows the 100-year hydraulic grade line at 35.7;

(c) how the 100-year water surface dropped 1.8 feet after rainfall standards increased and runoff coefficients were found to be higher in the tributary upstream sheds; and

(d) that reducing max discharge from the West Regional Pond to 55 cfs would likely reduce the upstream service area.

Response: In regard to comment parts a, b, and d, see responses to comment 8a-10.a. Furthermore in comment c, the commenter references and questions the drop in water surface elevation from the 2005 analysis until the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*. Although the 2018 study uses increased runoff, the study uses more accurate modelling software as well as more accurate topography to produce more reliable water surface elevation data.

Comment 8a-27 Summary of Comment: The commenter questions multiple ponds versus a centralized South Regional Pond, and supplies independent assumptions regarding total growth and rate of development of the Spring Lake Specific Plan area, WRTP Specific Plan area, and SP-1B and SP-1C outside of the WRTP Specific Plan area. The commenter uses this information to assert that the South Regional Pond should not be separated into individual ponds, and also makes note of the proposed infrastructure outside of the Urban Limit Line.

Response: The WRTP Specific Plan EIR, and supporting planning technical memoranda including the referenced 2020 WRTP Storm Drainage Management Technical Memorandum (Cunningham Engineering), reflect the proposed Specific Plan's total anticipated growth. The commenter's opinion is noted. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-28 Summary of Comment: The commenter asked why the South Regional Basin is split into four basins, with two future basins west of State Route 113 to be pumped and the proposed WRTP Specific Plan area South Regional Pond to be located outside of the Urban Limit Line.

Response: Please see responses to Comments 8a-4, 8a-18c, 8a-27, and 8c-18.

Comment 8a-29 Summary of Comment: The commenter asks why the Spring Lake Specific Plan and subdivision plans have not been showing hydraulic grade lines and asserts that the Upper South Canal extension with the Oyang South project shows no 10- or 100-year hydraulic grade line.

Response: This comment does not relate to the EIR but to development projects that have already been approved. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-30 Summary of Comment: The commenter asserts that the South Urban Growth Area (SUGA) SDFMP beginning in 2004 has mis-identified shed areas west of East Street and the railroad as draining to the West Regional Pond, and claims that this is a diversion of up to 320 acres with at least 50 percent of the land outside the Urban Limit Line. The commenter notes that SP-1C is approximately 160 acres.

Response: Please see response to Comment 8a-17.

Comment 8a-31 Summary of Comment: The commenter asserts that a levee is not defined in the City of Woodland Design Standards, and asks if the definition on page 24 of the Yolo County 20210 Storm Drainage Manual is acceptable to the city as a levee freeboard standard.

Response: The city has chosen to provide an exception from this design standard. The City Engineer is allowed to make exceptions to design standard. See response to Comment 8a-13. The justification is that this standard was created for when a channel is surrounded on all sides by development, or future development (such as the Farmers Central Channel). For the Upper South Canal, the south half of the channel is taking in overflow storm flows from the Willow Slough Channel. The City Engineer has determined that the city can adequately protect residents with the current channel and road section. The city is not required to meet County design standards; county development and maintenance standards are different than those of the city, and so it is appropriate to have different design standards. Nonetheless, the comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-32 Summary of Comment: The commenter points to the City's drainage standards and asks the definition of a Regional Storage Facility and if there is a minimum acreage. The commenter also asks about an access ramp to the bottom of a regional basin.

Response: This is a comment regarding City design standards. Design of this facility will be addressed during project design according to the city's design and review standards. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-33 Summary of Comment: The commenter points to the City's drainage standards and asks whether an emergency spillway would be required of the WRTP open space basin north of County Road 25A or of the South Regional Pond No. 1 south of County Road 25A. The commenter goes on to describe features of such a spillway in the commenter's own words.

Response: Future development, such as that under the WRTP Specific Plan, is subject to City review for consistency with the City's *Engineering Standards: Design Standards, Standard Details and Construction Specifications* (City of Woodland 2021) and the City's *Post Construction Standard Plan* (2015). These standards include design capacities for storm drains, open channels, bridges, culverts, regional storage facilities, and drains, as well as requirements to reduce post-construction runoff and control urban runoff pollution. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-34 Summary of Comment: The commenter points to the City's drainage standards and asks if the south regional ponds are 'Non-Regional Ponds.'

Response: This is a comment regarding City design standards. The 100-year storm has been accommodated and, as noted in Response to Comment 8a-33, project-specific design will be developed and reviewed according to applicable standards during phased development. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-35 Summary of Comment: The commenter asserts that the sheds served by South Regional Ponds 2 and 3 should be served by gravity rather than pump stations.

Response: See response to Comment 8a-10c.

Comment 8a-36 Summary of Comment: The commenter asks about the minimum freeboard associated with levees of the WRTP channels.

Response: There are no levees within the WRTP channels. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-37 Summary of Comment: The commenter points to the City drainage standards and asks if the perimeter access road/maintenance access for 'Permanent Detention Pond with Park' should be 12 feet rather than 6 feet.

Response: Future development, such as that under the WRTP Specific Plan, is subject to City review for consistency with the City's *Engineering Standards: Design Standards, Standard Details and*

Construction Specifications (City of Woodland 2021) and the City's *Post Construction Standard Plan* (2015). These standards include design capacities for storm drains, open channels, bridges, culverts, regional storage facilities, and drains, as well as requirements to reduce post-construction runoff and control urban runoff pollution. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-38 Summary of Comment: The commenter asks about the objective of the Yolo County Storm Drainage Manual and the 2007 Memorandum of Understanding (MOU) between the County and City, as referenced in the City drainage standards, and asks if this plan is implemented for Willow Slough.

Response: This City has not adopted the Yolo County Storm Drainage Manual and is not the design standard for the City of Woodland. A flood management plan has not been produced for the Willow Slough because it is not in a Federal Emergency Management Agency regulated floodplain.

Comment 8a-39 Summary of Comment: The commenter identifies the 'Purpose' as stated in the Yolo Count Storm Drainage Manual.

Response: The reference to the County's design manual is noted. There is no comment provided.

Comment 8a-40 Summary of Comment: The commenter identifies the 'Regulatory Setting: Local' as stated in the Yolo Count Storm Drainage Manual.

Response: The reference to the County's design manual is noted. There is no comment provided.

Comment 8a-41 Summary of Comment: The commenter identifies the County Storm Drainage Manual guidelines for watersheds of 10 to 500 square miles in area and asks if the related methodology was used to simulate storm events that could coincide with Willow Slough overflow. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Response: While the City has not adopted the Yolo County Storm Drainage Manual in its entirety, the City does use the County's hydrology for the purposes of modelling the 100-year storm.

Comment 8a-42 Summary of Comment: The commenter asks if County standards are followed when there are not alternative City of Woodland standards.

Response: This City has not adopted the Yolo County Storm Drainage Manual and is not the design standard for the City of Woodland. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-43 Summary of Comment: The commenter asks if the State of California 200-year level of protection applies to Willow Slough overflow impacts.

Response: Because Willow Slough is not a mapped Federal Emergency Management Agency floodplain, this design criteria does not apply. The comment does not identify a technical error or other

concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-44 Summary of Comment: With reference to the Yolo County Storm Drainage Manual, the commenter asks if the City of Woodland has a lesser one-foot freeboard standard for the 100-year storm event.

Response: This City has not adopted the Yolo County Storm Drainage Manual and it is not the design standard for the City of Woodland. See Response to Comment 8a-31.

Comment 8a-45 Summary of Comment: The commenter asserts that the Upper South Canal fails to meet Yolo County standards to provide flood protection.

Response: This City has not adopted the Yolo County Storm Drainage Manual and is not the design standard for the City of Woodland. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8a-46 Summary of Comment: The commenter asks if the City reviewed the California Department of Water Resources topographical field survey data and asserts that changes in agricultural use in 2016 need to be considered. The commenter goes on to assert that the City needs to obtain an inundation easement to reduce the peak Willow Slough overflow rate discharge to the Upper South Canal.

Response: See Response to Comment 8a-17c.

Comment 8a-47 Summary of Comment: The commenter asserts that the floodplain analysis standards for the Spring Lake Specific Plan are unknown and asserts that, since the time of the Spring Lake Specific Plan approval, Willow Slough overflow has become a flood risk. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Response: Willow Slough is not a mapped Federal Emergency Management Agency floodplain. The 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* evaluated the 100-year design level storm and appropriate projects have been constructed to address the storm drainage needs. As development is proposed, the City reviews and evaluates drainage needs.

Comment 8a-48 Summary of Comment: The commenter asserts that Willow Slough overflow is an impact to be mitigated and that the WRTP drainage to the Upper South Canal should warrants a permanent solution.

Response: See response to Comment 8a-47.

COMMENT LETTER #8B

BRUCE JACKS (JUNE 18, 2021)

Letter 8b

Steve Greenfield

From: Nick Ponticello <nick.ponticello@ponticelloinc.com>
Sent: Friday, June 18, 2021 9:48 AM
To: Steve Greenfield; Michael Nowlan
Cc: Chris Fong; Brent Meyer
Subject: FW: WRTP Hydraulic RFI...100 yr HGLs and 100 yr. Qs at various locations

Hi Steve and Mike
The email below was sent by Bruce Jacks requesting storm drainage information that he states should be readily available for CEC and W-R storm drainage reports. In order to facilitate his request the City is asking that you review the email below and where appropriate, based on reports you prepared for the City, provide answers to his request that can be easily and quickly provided. Let me know otherwise on how much effort will be needed. I believe most of the questions are in regards to the CEC Drainage Memo. Wood-Rodgers did a Peer Review of the Drainage memo, and if Mike has any information that can assist in answering the questions that would be helpful.
Thank you, Nick

From: Brent Meyer <Brent.Meyer@cityofwoodland.org>
Sent: Friday, June 18, 2021 8:01 AM
To: Nick Ponticello <nick.ponticello@ponticelloinc.com>
Cc: Chris Fong <Chris.Fong@cityofwoodland.org>
Subject: FW: WRTP Hydraulic RFI...100 yr HGLs and 100 yr. Qs at various locations

FYI,

From: Bruce Jacks <brucejacks@sbcglobal.net>
Sent: Friday, June 18, 2021 12:40 AM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>
Cc: Chris Fong <Chris.Fong@cityofwoodland.org>; Brent Meyer <Brent.Meyer@cityofwoodland.org>
Subject: WRTP Hydraulic RFI...100 yr HGLs and 100 yr. Qs at various locations

Erika:

To comment on the WRTP Draft EIR storm drainage plan, critical information is lacking and/or not found in the WRTP Specific Plan, the Cunningham Engineering Jan. 31, 2020 Stormwater Tech Memo, Owyang South record drawings for the Upper South Canal Extension, and the Rev. 2018 SUGA SDMP. 8b-1

Additional key information is needed for the public to evaluate project impacts and public safety related to flood protection.

Please provide the design 100 yr. HGL and Q (100) at these locations:

100 yr. HGL RFI

1. Owyang South Detention Pond; 100 yr. HGL at east discharge to Upper South Canal (USC) 8b-2

1

2. 100 yr. HGL at west end of USC at Harry Lorenzo 8b-3
3. South Regional Pond No. 1. What is the 100 yr. HGL? There are multiple possible answers: 1.) elev. 46.8 per pg. 20 in the Rev. 2018 SUGA SDMP; 2.) elev. 44.02 as shown on Fig. 13 in the Rev. 2018 SUGA SDMP; 3.) on pg. 5 of the Cunningham SD Tech Memo, it states that Line O and L discharge inverts are set at the SRP No. 1...100 yr. WS. and the Peak Flow calcs show a discharge invert at elev. 44.5. Correct SRP No. 1 HGL (100) is...elev. 46.8?, 44.02?, 44.5?, or ?? 8b-4
4. Hydromodification Basin north of Rd. 25a west of H. Lorenzo. What is the pond100 yr. HGL? I note that the Line M discharge to the pond is at elev. 38.4 in the supporting calcs. 8b-5

Q (100) RFI

1. Owyang South detention pond 100 yr discharge to USC. I note that the Rev. Mar. 2018 SUGA SDMP pg. 20, reports the Q(100) 1/2 mile west of Rd. 102 is 354 cfs. 8b-6
2. South Regional Pond No. 1; Q (100) discharge to USC at east side of Harry Lorenzo 8b-7
3. Hydromodification basin north of Rd. 25a west of H. Lorenzo, Q (100) discharge to the USC. 8b-8
4. Q (100) at the west end of USC at east side of Harry Lorenzo 8b-9
5. Overland release in Rd. 25a. Please provide the Q(100) at nodes L3 and L4. and the 100 Qs carried in Rd. 25a at these two locations. 8b-10
6. Design 100 yr. "undeveloped" flow for the ditches parallel to the east edge of SR113, north and south of Rd. 25a. 8b-11

Other Drainage RFI:

1. Cunningham Attachment 4 to its Jan. 31, 2020 WRTP SD Tech Memo shows a pipe discharge from the SRP No. 1 to connect to the USC west of H. Lorenzo. 8b-12
    1. What is the pipe size?
    2. Is the pipe sized for the 100 yr. SRP No. 1 discharge?
    3. Is the pipe located in Rd. 25a, or in an easement south of the road ROW?
2. At Rd. 102, the upstream Upper South Canal Q(100) is reported by the Rev. Mar. 2018 SUGA SDMP to be 602 cfs and HGL 39.8. The 602 cfs should be from two sources. Of the 602 cfs, what is the Q (100) component from the Willow Slough overflow, and what is the Q (100) component from combined SP-1A, SP-1B, Owyang South, and Rd. 25a? 8b-13

All these 100 yr. Qs and HGLs should be readily available and I request they be provided within a reasonable time to allow citizen review for public comment on the WRTP Draft EIR. Thanks for your assistance.

Bruce Jacks
Woodland'
530-650-1454

Amended RFI...added items related to Willow Slough 100 yr. overflow: Ref. markup of Fig. 10 from Rev. Mar. 2018 SUGA SD MP. Exhibit is immaged below and PDF attached.

1. Baseline storage (ac-ft) from Rd. 25a south to Willow Slough...west of Rd. 102 (orange on Fig. 10) 8b-14
2. Storage (ac-ft) in the proposed 23.9 ac inundation easement west of Rd. 102 identified as SLSP impact mitigation from Rd. 25a to approximately 1/2 mile south (blue area on Fig. 10). 8b-15
3. Ground elevation contour map with storage pool water surface contours used to calculate limits of the baseline and inundation easement. This should be a +/- map (ground vs 100 yr. WS) to cacluate the storage volume. 8b-16

4

RESPONSE TO COMMENT LETTER 8B

Comment Letter #2 (8b) submitted by Bruce Jacks on June 18, 2021

Comment 8b-1 Summary of Comment: The commenter asserts that information is lacking or not included in the WRTP Specific Plan, the Cunningham Engineering January 31, 2020 Stormwater Technical Memorandum, Oyang South record drawings for the Upper South Canal Extension, and the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* , which the commenter states is needed to comment on the WRTP Draft EIR storm drainage plan.

Response: The WRTP Draft EIR itself does not contain a storm drainage plan, nor does CEQA require such a plan to be included in an EIR. However, storm drainage facilities are proposed as part of the WRTP Specific Plan and the WRTP Draft EIR comprehensively analyzed the potential for implementation of the proposed WRTP Specific Plan to result in flooding, exceed the capacity of existing or planned stormwater drainage systems, or result in substantial sources of polluted runoff.

The City's Drainage Master Plan was updated in 2018 to address issues specific to the South Urban Growth Area, particularly as related to additional urban development projected in the City's updated General Plan, in the *Storm Drainage Facilities Master Plan South Urban Growth Area* (City of Woodland 2018). Design Standards include drainage facility capacity criteria designed to ensure the containment and/or conveyance of the design storm. The City's *Engineering Standards: Design Standards, Standard Details and Construction Specifications* (City of Woodland 2021) include design capacities for storm drains, open channels, bridges, culverts, regional storage facilities, and drains, as well as requirements to ensure access for maintenance and operation of drainage systems. All development projects in the City are required to comply with City's *Post Construction Standard Plan* (2015) to reduce post-construction runoff and control urban runoff pollution in compliance with of the City's Phase II MS4 permit through the incorporation of BMPs, LID, and hydromodification management techniques. This includes the requirement to treat stormwater runoff through evapotranspiration, infiltration, stormwater harvesting and reuse, or biotreatment. Hydromodification management requires regulated projects to slow and minimize the amount of runoff so that there is no net-increase in post-construction runoff flow rate as compared to the pre-construction value for a 2-year, 24-hour storm event (City of Woodland 2015:24).

While the *Storm Drainage Facilities Master Plan South Urban Growth Area* identifies storm drainage solutions for existing and planned growth, it is a developed at a plan-level and serves as dynamic document to inform decisions and also be revised as conditions evolve. As noted above, future development, such as that under the WRTP Specific Plan, is subject to City review for consistency with the City's *Engineering Standards: Design Standards, Standard Details and Construction Specifications* (City of Woodland 2021) and the City's *Post Construction Standard Plan* (2015). These standards include design capacities for storm drains, open channels, bridges, culverts, regional storage facilities, and drains, as well as requirements to reduce post-construction runoff and control urban runoff pollution. The Specific Plan is designed and conditioned to avoid erosion, flooding, and storm drain capacity effects, including

through the implementation of Mitigation Measure 3.9-1a, requiring the preparation of additional storm drainage analysis for determining the amount of new development acreage beyond the previously identified 80 residential acres allowable in the South Urban Growth Area. Therefore, while the following responses to Comments 8b-2 through 8b-16 provide the technical input requested by the commenter, the WRTP Specific Plan EIR provides comprehensive analysis of potential impacts related to storm drainage, including the provision of Mitigation Measure 3.9-1a; no revisions to the EIR have been made or are necessary.

Comment 8b-2 Summary of Comment: The commenter requests the 100-year hydraulic grade line at the east discharge of the Oyang South Detention Pond to the Upper South Canal.

Response: The 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* does not model the Oyang development design. The modeling for the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* was done over a series of years from 2014 to 2016, with a report draft prepared in 2017 and a final prepared in 2018. This detention basin was added as part of the improvement plan process for the "Oyang South" development project. The maximum hydraulic grade line with the detention basin for the 100-year is 40.33 feet (North American Vertical Datum of 1988 [NAVD88]) in the Oyang South design; however, this is with higher inflow than ultimate development conditions. The comment is a request for additional data and does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8b-3 Summary of Comment: The commenter requests the 100-year hydraulic grade line at the west of the Upper South Canal at Harry Lorenzo Avenue.

Response: For the purposes of the WRTP Specific Plan and related planning needs, the City has undergone conceptual design review for plan-level considerations. Specific hydraulic grade line elevation at Upper South Canal at Harry Lorenzo Avenue will be determined at the time of design. Final design will be reviewed to ensure consistency with City design standards. No additional analysis for the purposes of the WRTP Specific Plan EIR or change to the WRTP Specific Plan EIR is required to address this comment.

Comment 8b-4 Summary of Comment: The commenter asks for clarification of the 100-year hydraulic grade line at the South Regional Pond Number 1.

Response: As shown on Figure 13 of the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*, the estimated 100-year hydraulic grade line at the South Regional Pond Number 1 outlet is 44.02 feet. The 'L' and 'O' storm drain lines, sized to convey the 10-year storm flows to the South Regional Pond Number 1, as identified in the 2020 Stormwater Technical Memorandum (Cunningham Engineering), have invert elevations of 44.50 feet, which is above the pond hydraulic grade line. The 2020 Stormwater Technical Memorandum (Cunningham Engineering) explains: "The inverts of Lines O and L at the [South Regional Pond] were set to the [South Regional Pond's] 100-year water surface elevation, as defined by the *Storm Drainage Facilities Master Plan South Urban Growth Area*. This ensures that the [hydraulic grade lines] will be independent of the tailwater conditions in the pond, and there will not be long-term standing

water in the drain lines." During the revision process for the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*, text on page 20 was not updated and is intended to state '44.02', rather than '46.8,' in accordance with Figure 13. No additional analysis or change to the WRTP Specific Plan EIR is required to address this comment.

Comment 8b-5 Summary of Comment: The commenter asks for clarification of the 100-year hydraulic grade line in the hydromodification basin north of County Road 25A and west of Harry Lorenzo Avenue.

Response: The basin north of County Road 25A and west of Harry Lorenzo is intended to mitigate for hydromodification and stormwater quality during the 2-year event. However, it will provide some attenuation greater than that. The final hydraulic grade line will be evaluated and determined at the detailed design stage. Any excess unattenuated flows exiting the hydromodification pond will be attenuated downstream by the existing North Regional Pond. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

Comment 8b-6 Summary of Comment: The commenter asks what the Oyang South detention pond 100-year discharge is to the Upper South Canal.

Response: As discussed above, the Oyang South design accommodated higher flow than ultimate conditions and also reflected a new detention basin. The reported Q100 peak flow from the Oyang South detention pond entering the downstream Upper South Canal is 171.8 cfs. This comment is a request for additional data. No additional analysis or change to the WRTP Specific Plan EIR is required to address this comment.

Comment 8b-7 Summary of Comment: The commenter asks for the 100-year discharge to the Upper South Canal east of Harry Lorenzo.

Response: The 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* modeled a peak 100-year flow of 118.7 cfs discharging from the South Regional Pond. The hydromodification pond located northwest of Harry Lorenzo Avenue and County Road 25A will also discharge into the Upper South Canal either immediately east or west (to be determined during design) of Harry Lorenzo Avenue. The 100-year outflows from the hydromodification pond are calculated to be 83.9 cfs. Based upon the preliminary design and current modeling, the total 100-year discharge to the Upper South Canal east of Harry Lorenzo is 118.7 + 83.9 = 202.6 cfs. This comment is a request for additional data. No additional analysis or change to the WRTP Specific Plan EIR is required to address this comment.

Comment 8b-8 Summary of Comment: The commenter asks for the 100-year discharge from the hydromodification pond north of County Road 25A, west of Harry Lorenzo.

Response: See Response to Comment 8b-7.

Comment 8b-9 Summary of Comment: The commenter requests the 100-year discharge at the west end of the Upper South Canal east of Harry Lorenzo.

Response: Please see response to Comment 8b-6.

Comment 8b-10 Summary of Comment: The commenter requests the 100-year overland flow into County Road 25A at nodes L3 and L4 (Cunningham Engineering January 31, 2020 Stormwater Technical Memorandum).

Response: 100-year flows for L3 and L4 are 66.3 and 102.0 cfs, respectively. However, much of this is conveyed by the underlying storm drain pipes sized for a minimum of a 10-year event. Thus, the resulting net overland flows into County Road 25A for L3 and L4 are 0.3 and 14.6 cfs, respectively.

Comment 8b-11 Summary of Comment: The commenter requests the 100-year flows in the pre-developed runoff condition for the ditches east of State Route 113 and north and south of County Road 25A.

Response: The 100-year flow for node L1 (north of County Road 25A) is 42.4 cfs. Node 01, south of County Road 25A, has a calculated 100-year flow of 9.6 cfs.

Comment 8b-12 Summary of Comment: The commenter asks the following questions about the discharge from the South Regional Pond (SRP) Number 1:

A. What is the pipe size?

B. Is the pipe sized for the 100-year SRP No. discharge?

C. Is the pipe located in County Road 25A or in an easement south of the road right-of-way?

Response: Per Attachment 4 of the Cunningham Engineering January 31, 2020 Stormwater Technical Memorandum, the discharge conveyance from the South Regional Pond was planned to be an open channel. The 70-foot wide channel (see Road Section T-T) is sized to convey the 100-year peak runoff rate, as indicated on page 4 of this Technical Memorandum. Since the preparation of the Cunningham Engineering January 31, 2020, Stormwater Technical Memorandum, the proposed design for this discharge conveyance has been refined to be a 60-inch pipe, rather than a channel. However, the design change will still convey the 100-year discharge. The pipe would be within an easement, via a gravel access road providing access from Harry Lorenzo Avenue.

Comment 8b-13 Summary of Comment: The commenter notes that, at Road 102, the Upper South Canal Q(100) is reported by the 2018 SUGA SDFMP to be 602 cfs and hydraulic grade line 39.8. The commenter asserts that the 602 cfs should be from two sources and asks, what component of the Q(100) is from the Willow Slough overflow and what component is from the combined SP-1A, SP-1B, Oyang South, and County Road 25A.

Response: Wood Rodgers modeling from the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* has extracted the hydrographs from the Upper South Canal at two locations to portray the timing and magnitude of inflows from development to the west and flow from Willow Slough overflow. These are shown in the response to comment 8a-11.

Comment 8b-14 Summary of Comment: The commenter requests the baseline storage (acre-feet) from County Road 25A south to Willow Slough, west of County Road 102.

Response: Conditions south of County Road 25A should not be characterized as "storage;" this is an accurate depiction of overland flow behavior. As described in previous responses, the stormwater flow is flowing and sloping from Willow Slough to County Road 25A and is attenuated slightly as it is flowing across the terrain.

Comment 8b-15 Summary of Comment: The commenter requests the storage (acre-feet) in the proposed 23.9-acre inundation easement west of County Road 102 identified as Spring Lake Specific Plan impact mitigation from County Road 25A to approximately one-half mile south, as shown on the blue area of Figure 10 in the Technical Memorandum.

Response: See response to comment 8b-14. Water is simultaneously flowing both in and out of the inundation area with velocity; therefore, it is not appropriate to refer to this as stored water.

Comment 8b-16 Summary of Comment: The commenter requests the ground elevation contour map with storage pool water surface contours used to calculate limits of the baseline and inundation easement. The commenter asserts that this should be a +/- map (ground versus 100-year WS [water surface]) to calculate storage volume.

Response: The requested map has not been prepared as part of this study. While such data exists in the modeling space, preparing such exhibits is not standard nor necessary to support stormwater master planning. The comment does not identify a technical error or other concern with the WRTP Specific Plan EIR or supporting analysis. No change to the EIR is required.

COMMENT LETTER #8C

BRUCE JACKS (JULY 2, 2021)

Letter 8c

July 2, 2021

Ms. Erika Bumgardner
WRTP Project Manager
City of Woodland
300 First St
Woodland, CA 95695

Re: Public review of WRTP Draft EIR response comments

Dear Ms. Bumgardner:

Thank you for the opportunity to provide input to the WRTP Draft EIR.

Prior to comments, it is noted that one critial document used to evaluate drainage impacts for the WRTP Draft EIR is the outdated Feb. 2017 South Urban Growth Area Storm Drainage Master Plan (SUGA SD MP). Ref. DEIR 3.9.4, pg. 3.9-13. There is an historical chain of drainage documents that led up to the SUGA SD MP which included the WRTP area. A summary of those docs including but not limited to is as follows: 8c-1

- Dec. 21, 2001 Fig. 6.3 Preliminary SLSP/Remainder Area Infrastructure Plan. That plan showed twin 54 inch SD draining the SLSP and Remainder Area which includes the WRTP. There was no interceptor channel at the south edge of Rd. 25a and Willow Slough overflow had not been identified as a threat.
- The 2004 Spring Lake Specific Plan Infrastructure Study Report
- The 2006 City of Woodland Storm Drainage Facilities Master Plan (SDFMP). This study determined the need for an interceptor channel to prevent Willow Slough overflow from impacting the SLSP and Remainder Area. As part of the SDFMP, tributary drainage sheds were delineated for the Farmers Central Trunk and South Interceptor Channel, now known as the Upper South Canal (USC). Multiple errors and omissions in the 2006 shed delineation have remained and been used as the basis for the Feb. 2017 and Rev. 2018 SUGA SD MP. Those errors and omissions are discussed as potential environmental impacts not addressed by the WRTP Draft EIR in these comments.

Summary of Map 4 "Existing" and Map 10, "Ultimate Shed" delineation errors and/or omissions:
Lands west of East St. and the RR are not tributary to the "Farmers Central Shed." The 2006 SDFMP Willow Slough Shed Spill (6.71 sq. mi. fails to correctly identify shed boundaries as follows: 8c-2

1. 40+/- acres south of the city limits, west of West St. drains into the city at West St
2. 12+/- acres south of Rd. 24a between the RR and Coloma Way drive drains into the city. An 18" SD stubbed at Rd. 24a/6th St. was provided for this sub shed when 6th St. was constructed.
3. The remaining area of "Farmers Central Shed" on Map 4 drains south to a 14' x 5' RR box culvert located 0.5 mile south of Rd. 25a with ultimate discharge to Willow Slough.
4. Omission of an estimated 84+/- acres south of Willow Slough, west of Rd. 102 that appears to drain north to Willow Slough west of Rd. 102.

Other comments:
The portion of the WRTP south of Rd. 25a and lands west of SR113 south of Rd. 25a were not part of the 2006 SDFMP shed area for the Upper South Canal. An estimated 105+/- ac south of Rd. 25a was added to the USC shed by the 2035 GP

- The Feb. 2017 SUGA SD MP. In late June 2017 at least two major HGL fatal flaws impacting the SLSP West Regional Pond and the Upper South Canal were noted by this commenter to city staff.
- The Rev. Mar. 2018 SUGA SD MP was issued to correct fatal flaws, but multiple errors and omissions remain that if reviewed may be determined to be environmental impacts to WRTP, the Upper South Canal and SLSP.

8c-3

The following is a summary of drainage issues inadequately addressed or ignored by the WRTP DEIR:

1. **Baseline data to evaluate environmental impacts of WRTP drainage is outdated**. Multiple references are made in the Draft EIR to the Feb. 2017 South Urban Growth Area Storm Drainage Master Plan (SUGA SD MP). Example: Section 3.9.4 Methodology pg. 3.9-13. The Feb. 2017 SUGA SD MP has been superseded by the Rev. Mar. 2018 SUGA SD MP. Environmental impacts from review of the Rev. 2018 SUGA SD MP may be different from the 2017 version.

   Assuming that the WRTP DEIR used the Feb 2017 SUGA SD MP data as its reference for Section 3.9.4 Environmental Impacts and Mitigation Measures (ref. DEIR pg. 3.9.13), this commenter concludes that WRTP environmental impacts have not been adequately addressed. Specifically:

8c-4

   a. 2017 SD MP Fig. 13 shows the Q 100 in the Upper South Canal (USC) upstream of Rd. 102 at 602 cfs with an HGL at elev. 40.2. This is a significant environmental impact since the low point in Rd. 25a is 39.8 at the Rd. 25a/Promenade Dr. intersection. The USC when approved for construction in June 2004 was designed with a 100 yr. HGL 38.14 upstream of Rd. 102 with one foot of freeboard measured from the elev. 39.14 north top bank/maintenance/patrol road. Fig. 13 clearly shows a significant environmental impact as the elev. 39.14 north bank/maintenance/patrol road will be under 1+ foot of water, and overland release at the crown of Rd. 25a will be about 5 inches deep routing north at Promenade Dr. to impact Spring Lake Specific Plan (SLSP) subdivisions.

      This is an obvious environmental impact. OLR including drainage from the WRTP exiting the USC and overtopping Rd. 25a at Promenade will combine with OLR from the 494+/- acre interior SLSP neighborhoods west of Rd. 102 between Farmers Central Rd. and Rd. 25a. High/low street gradient within the SLSP conveys OLR north at an estimated 0.05% hydraulic slope. OLR ultimately is concentrated at the west edge of Rd. 102 at Holland Circle, about 1300 ft. south of Farmers Central Rd. The Rd. 102 crown is elev. 37.6+/- at the low point which from aerial topography appears to be 100+ ft. long per Rd. 102 topo grid elevations on record drawings.

8c-5

      The SLSP has planned to handle all interior OLR from the 494+/- ac, and maybe an unknown Q from Rd. 25a OLR at the west edge of Rd. 102 by large flat inlet grates connected to 100 yr. Rd. 102 box culvert structures at Heritage Pkwy, and Nicolson Circle. The problem with flat grate inlets during a 100 yr. event is debris blockage. From Fig. 13, box culvert 100 yr. flows at Heritage and Nicolson total 626 cfs. Using ballpark 100 yr. flow at 160% of 10 yr. flow, the combined OLR from the 494+/- ac could be 626 minus 391 (10 yr.) = 235 cfs plus an undefined Q from USC OLR at Rd. 25a that must be collected by flat inlet grates.

      If there is blockage of OLR inlet grates along Rd. 102, there will be 100 yr. ponding at the low point west edge of Rd. 102 at Holland Pl. Rd. 102 will be a broad crested weir with an unreported depth of flow over the elev. 37.6+/- low point crown.

Any 100 yr. OLR from the USC will spill some quantity of tributary flow from WRTP north into SLSP neighborhoods, combine with OLR from the 494+/- ac interior SLSP shed and be routed to the Rd. 102 low point at Holland Cir. With eight SLSP building pads at elev. 37.7 to 37.8 at Briscoe, Holland, and Garrett, and a total of 67 pads elev. 37.7 to 38.7 (less than one foot protection per city design stds.), and a controlling OLR weir elev. 37.6+/- at Rd. 102, there would be a significant environmental impact by flood threat from combined WRTP, interior SLSP, and USC 100 yr. OLR. **This environmental impact flood threat which WRTP is tributary to has not been identified or mitigated**.

8c-5 (cont)

b. Fig. 13 from 2017 SD MP. The 602 cfs Q 100 in the USC upstream of Rd. 102 does not have sufficient backup detail. From supplemental detail provided by city staff to this commenter in 2019, the 100 yr. flow at the remnant Willow Slough is 1009 cfs with 170 cfs flowing east in the natural channel through a 6'W x 4'H box culvert at Rd. 102. The remaining 839 cfs overtops the Willow Slough north bank and is routed north overland in the ag field and mitigated by storage/detention prior to spilling into the USC west of Rd. 102. It is noted that a 40"+/- pipe west of Rd. 102 through the north bank would spill high Willow Slough flows north prior to full bank overtopping.

   The ag field was reported by Fig. 15 in the 2017 SUGA SD MP to provide historical Baseline storage that was to be augmented by an additional inundation easement providing total storage to mitigate the 839 cfs Willow Slough overflow to a not-defined cfs inflow at the USC. The undefined mitigation cfs is not reported in the SD MP, but it is assumed by the commenter to be some component of the USC 100 yr. 602 cfs shown on Fig. 13 in the SD MP. Pg. 20 in the 2017 SD MP reports the USC 100 yr. flow to be 354 cfs at approximately ½ mile west of Rd. 102.

   Combination of hydrographs for the Willow Slough overflow and USC upstream drainage from SLSP and WRTP would be helpful, but the 2017 SD MP fails to provide any detail of how the USC 100 yr. 602 cfs at Rd. 102 was calced and to define the breakdown of WRTP/SLSP and Willow Slough overflow share of the 602 cfs.

8c-6

c. 100 yr. Willow Slough mitigation storage in the ag field south of Rd. 25a./west of Rd. 102 lacks detail in the 2017 SD MP. **Inadequate storage/detention may be an environmental impact**. Baseline 100 yr. HGL at Rd. 102/Rd. 25a is elev. 39.03 per SD MP Fig. 10 and elev. 40.2 per 2017 SD MP Fig. 13 Ultimate Conditions. Additional mitigation storage south of Rd. 25a is required to reduce to the Willow Slough overflow rate to a Q that when combined with 100 yr. Q from SLSP and the WRTP, can be reduced to a flow that can be conveyed by the USC. Added storage south of Rd. 25a is dependent on:
   i. Original ground contour compared to OLR water surface. The SD MP provides no detail for source of the original ground contours. The best available source was likely 2008 DWR LiDAR topography which at best has 0.6 ft accuracy. Sources checked by the commenter disclose the DWR county wide topography was initially 3 foot contours. That topo could be enhanced to one foot contours by digitally using the LiDAR grid data. Even with the best possible accuracy, a 0.6 foot topo variance would produce a significant storage (mitigation) +/- differential over the Baseline and Ultimate Conditions inundation storage volume. Ref. Fig. 15 in the SD MP.

8c-7

ii. The storage volume calc in ag fields south of Rd. 25a west of Rd. 102 has other problems. In 2016 to 2017, an orchard was planted in the north ½ mile quadrant. This work may have altered land form contours and impacted the storage volume calc to mitigate Willow Slough overflows.

iii. The inundation easement required to memorialize the added storage volume south of Rd. 25a/west of Rd. 102 has not been acquired. The city has known at least since the first draft of the SUGA SD MP in 2005? (exact date not know) that an inundation easement is required. The 2017 SD MP Fig. 15 defines 23.9 ac west of Rd. 102 as the "added" area to be encumbered by an inundation easement. The commenter feels this 23.9 ac easement is inadequate because there is no authority to monitor grading and impact of future raised ground contours on the Baseline 135 ac ("ballpark est.") inundation area south of Rd. 25a shown on SD MP Fig. 15.

iv. **Recommendation**: **Review environmental impact from WRTP discharge to an overbank USC including but not limited to**: 1.) confirm Willow Slough overflow mitigation storage in the ag field south of Rd. 25a by ground field survey; 2.) secure an inundation easement over the entire 158+/- ac inundated south of Rd. 25a; 3.) propose a monitoring program to ensure ground contours in the inundation area are preserved.

8c-7 cont

Exhibits related to and supporting the discussion above are shown below:

Interior SLSP and portion of WRTP 494+/- acre shed draining to Rd. 102 box culverts at Heritage Pkwy and Nicolson Cir.

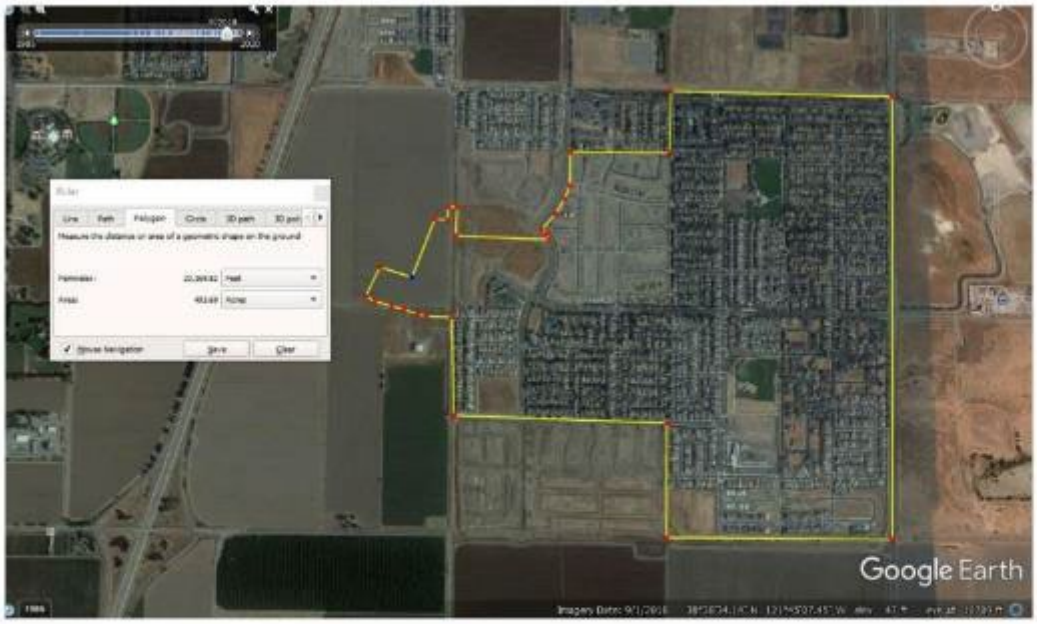
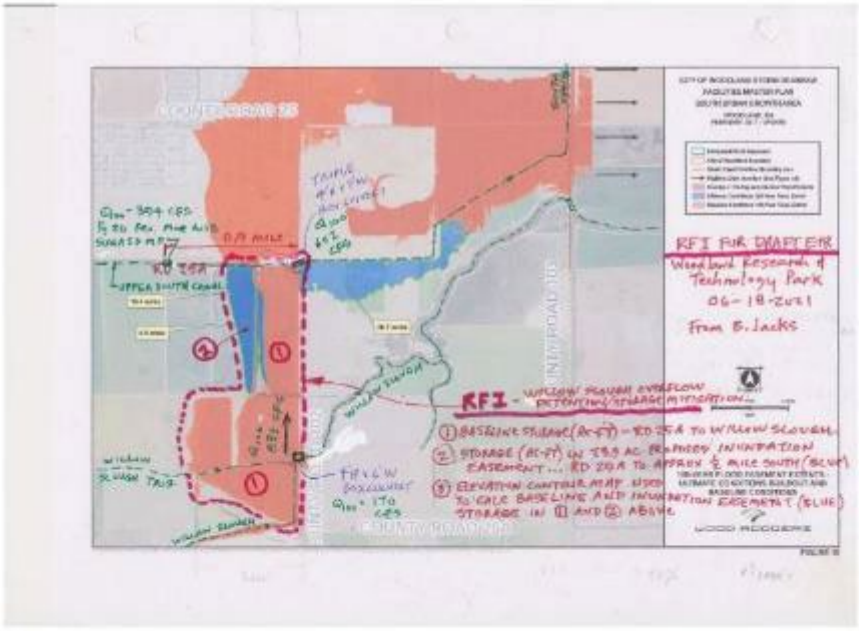


Exhibit of multiple SLSP building pads between Rd. 25a and Farmers Central Rd. "at risk" of 100 yr. flood impact from Willow Slough overflow and overtopping of Rd. 25a at Promenade Dr.

Exhibit of 2018 SUGA SD MP Fig. 15 with June 18, 2021 RFI questions to city staff (not answered).

8c-7 cont



All comments above are based on the Feb. 2017 SUGA SD MP.

The following WRTP Draft EIR comments are based on the Rev. Mar. 2018 SUGA SD MP

The Rev. Mar. 2018 SUGA SD MP was issued to correct at least two fatal flaws related to 100 yr. HGLs. One corrected flaw directly connected to the WRTP was reduction of the 100 yr. HGL at the Rd. 102 USC box culvert inlet structure from elev. 40.2 to 39.8. This reduction was needed to reduce the 100 yr. USC HGL to a level not higher than the elev. 39.8 low point at the crown of the Rd. 25a/Promenade Dr. intersection to prevent the USC 100 yr. HGL from overtopping Rd. 25a. Since the 100 yr. HGL in the USC = the crown of Rd. 25a, there is zero freeboard/zero safety factor to prevent overtopping and floodwater release north into the SLSP. 8c-7 cont

Direction by city staff to reduce the roughness coefficient in the USC from 0.070 to 0.030 was the design parameter to achieve the 0.4 ft HGL reduction. It is noted that the 100 yr. HGL in the USC is still 8 inches higher than the north top of bank/maintenance/patrol road and there is a negative 1.66 ft. freeboard measured from the city design standard of one foot freeboard measured from top of bank to 100 yr. HGL. (HGL 39.8 minus elev. 38.14 design std...one foot below top of bank).

1. **The Rev. Mar. 2018 SUGA SD MP should be the reference SD MP used for the WRTP Draft EIR.** The Mar. 2018 Rev. was issued to correct at least two fatal flaws related to 100 yr. HGLs at critical locations, but the revised SD MP still contains multiple errors, omissions, and potential fatal flaws that overlook and/or minimize or ignore possible environmental impacts. **Recommended additional studies to disprove or correct alleged SUGA SD MP errors by this commenter may trigger additional WRTP environmental review to fully evaluate impacts.** Possible errors and omissions in the Rev. Mar. 2018 SUGA SD MP include but are not limited to: 8c-9

    a. Additional review and/or survey of field conditions is needed to verify Rev. Mar. 2018 SUGA SD MP Baseline Conditions Watersheds (MP Fig. 4), & Ultimate Conditions Watersheds (MP Fig. 7).
        i. **SD MP Fig. 4 does not define if Baseline Sheds WRR2A, WRR2B, and WRR1 (total 320+/- ac) are identified to currently drain east under existing conditions to the Farmers Central Trunk shed.** It is known that WRR2A at one time had an unauthorized disposal connection to the Farmers Central Canal (FCC) at West St., but that Canal is filled. FCC was a highline ditch/irrigation conveyance, and as such it was never a drainage facility because it followed the high contour ridge of natural ground. 8c-10

            It is known that WRR2A (40+/- ac) naturally drains north into the city limits at West St. WWR2B (125+/- ac) drains east, then south at the west edge of WRR1 to at least the south limit of SP-1A, then south crossing Rd. 25a to a 14'x5' RR box culvert 0.5 mile south of Rd. 25a. WRR1 (270+/- ac) with the exception of 12+/- ac at the south edge of Rd. 24a also drains south to the 14'x5' RR box culvert which discharges to Willow Slough.

            In Summary, the Rev. 2018 SUGA SD MP Fig. 4 has errors that when corrected could cause environmental impacts linked to the WRTP.

        ii. **SD MP Fig. 7 in the Rev. Mar. 2018 SUGA SD MP includes large scale drainage diversion that constitutes a growth inducing environmental impact.** MP Fig. 7 Rev. Mar. 2018 is an improvement over the Feb. 2017 version as it defines the "Ultimate Conditions" area west of East St./RR tributary to the West Regional Pond/Farmers Central Trunk (FCT) shed. Defining the FCT shed on Fig. 7 is a technical positive for the WRTP as it diverts WRR2B (40+/- ac) and WRR1A (125+/- ac) from the Willow Slough shed by routing that 165+/- ac to the Farmers Central Trunk shed. That diversion reduces the Willow Slough overflow west of Rd. 102, for the "Ultimate Condition," but not for the interim condition 8c-11

where ag lands south of the city limits/west of the RR would continue to drain south and east to Willow Slough.

While diversion of the 155+/- ac SP-1C to the Farmers Central Trunk shed can be justified if the West Regional Pond (WRP) and FCT system is adequately sized, the cumulative 125+/- ac diversion of Sheds WRR2A and WRR2B provides an urban drainage connection for ag land outside the Urban Limit Line which is an growth inducing environmental impact. This is a fatal flaw in the SUGA SD MP that must be corrected.

8c-11 cont

iii. **SD MP Fig. 7 (Ultimate sheds) overlooks drainage sheds tributary to the remnant Willow Slough along the segment from the Willow Slough Bypass intercept to Rd. 102.**

At least one 84+/- ac shed area south of Willow Slough west of Rd. 102 tributary to Willow Slough is ignored. Additive drainage sheds may impact Willow Slough overflow upstream of Rd. 102a causing an increased environmental impact at the USC/Rd. 25a at Promenade Dr

8c-12

iv. **SD MP Figs. 4 and 7 fail to recognize the potential environmental impact of a Willow Slough spill over the north bank between the Willow Slough Bypass intercept and Rd. 102.** Willow Slough upstream of the Willow Slough Bypass is a 162 sq. mile watershed (Wood Rodgers Rev. 2018 SUGA SD MP). In Jan 1994, Borcalli & Associates calculated the 100 yr Bypass flow at 10,600 cfs and in its Yolo Co. Rd. 102 Bridge Relocation Analysis stated the overtopping event upstream face of the proposed bridge was 9,400 cfs.

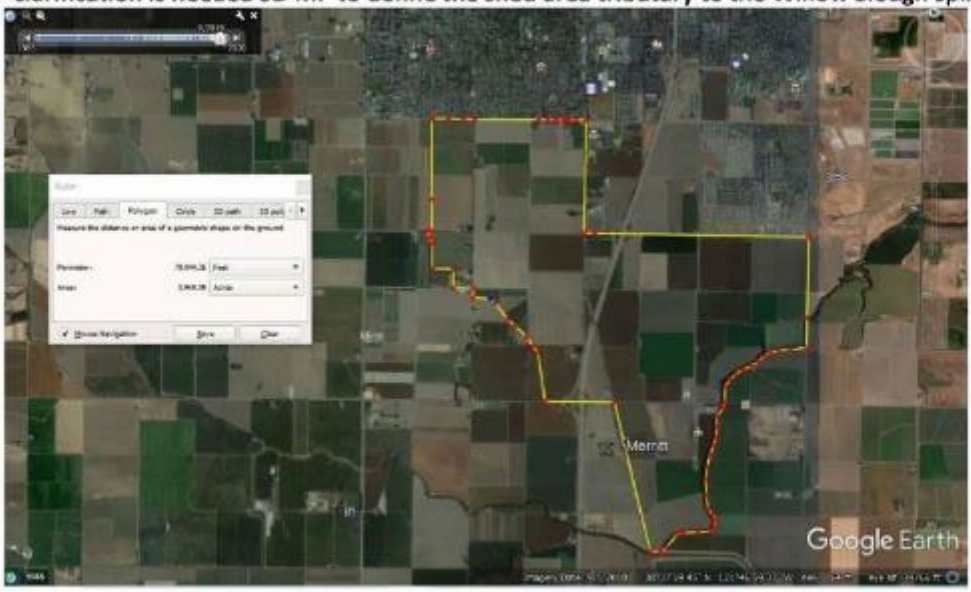
The 100 yr. 10,600 cfs Bypass peak flow was calculated using lesser rainfall standards than the upgraded 2008 Yolo County standards. Calculated today, the 100 yr. Q in the Bypass channel would likely be higher.

An additional problem noted by Borcalli was that since construction in the late 1940s, the Willow Slough Bypass levees had sunk up to two feet due to land subsidence due to groundwater extraction and in 1994 provided less than a 20 yr level of flood protection. Twenty five year later in 2021, subsidence may be greater further reducing the Bypass capacity.

In summary, while the majority of the upstream Willow Slough shed (10,600 cfs in 1994) may be conveyed by the Bypass Channel, there is at least one low north top of bank location 100+/- ft. west of the diversion that is a prime location for a significant spill north. **A spill from Willow Slough upstream of the Bypass connection is a significant environmental impact that could affect the capacity of the USC upstream of Rd. 102. The USC is the drainage conveyance for the WRTP and combined drainage flows could cause flood risk to the SLSP at Promenade Dr and upstream in the USC.**

8c-13

Estimated boundary of Baseline 3945+/- ac shed tributary to Willow Slough based on Rev. 2018 SUGA SD MP. This shed is assumed to be responsible for the 839 cfs Willow Slough spill at Rd. 102. SD MP clarification is needed SD MP to define the shed area tributary to the Willow Slough spill.



8c-13 cont

v. **SD MP Figs. 4 and 7 fail to recognize the environmental impact of a potential failure of the earthen plug at the Willow Slough Bypass intercept of the natural channel**. Failure of the earth plug that isolates the natural Willow Slough channel from the Willow Slough Bypass would send significant additional flow downstream in the remnant channel. This earth plug likely has not been certified as a levee, and for hydraulic analysis must be "failed" and removed to evaluate Q 100 impacts on the downstream natural channel.

Outlet pipes from natural Willow Slough to the remnant channel. Pipes measure about 72" on Google Earth.

The earth plug at the north bank is man-made and is fair to assume it is not certified per FEMA standards to qualify as a levee.

Split flow analysis at the Willow Slough Bypass should "fail" the earth plug.

Split flow may significantly increase the 100 yr. flow in the remnant Willow Slough Channel at Rd. 102 and resultant overflow spill upstream of Rd. 102

8c-14

vi. **SD MP Figs. 4 and 7 fail to recognize the environmental impact of potential discharge at the Willow Slough Bypass intercept through drainage structures and or pipes connecting the Bypass and the remnant channel.** From aerial photos, there appears to be two structures that connect the Willow Slough Bypass to the natural Willow Slough

8c-15

channel; 1.) a lower structure with its outlet likely near the channel flow line and 2.) twin pipes with a few feet of cover below north top of bank. There is no evidence in the SUGA SD MP that impacts of drainage conveyance through the earth plug that cuts off the natural Willow Slough has been considered.

The Upper pipes and lower structure may be controlled by a slide gate that could be open during a major flood event. If the slide gates are open during a major flood event, the remnant Willow Slough 1009 cfs Q 100 and 839 cfs spill at Rd. 102 calcs provided by Wood Rodgers to city staff may be significantly higher from supplemental flows at the Bypass connection.

Cumulative Q 100 flows from a split flow at the Willow Slough Bypass combined with shed areas north of Willow Slough shown on Figs. 4 and 7 could produce a larger spill than 839 cfs which would will impact the USC south and cause Rd. 25a overtopping at Promenade Dr. **The WRTP drains to the impacted USC causing increased environmental impacts affecting the SUGA SD MP and its stakeholders including the WRTP.**

8c-15 cont

Location Key

12:00...low point in north bank of Willow Slough and potential overflow

!:00...Twin outfall connection to remnant Willow Slough Channel and earthen plug.

2:00...North Willow Slough Bypass levee

3:00...Structure for irrigation water impoundment

3:00...Willow Slough Bypass downstream of impoundment structure

6:00...South Willow Slough Bypass levee. Estimated 9-10 ft. higher than north natural channel top of bank

vii. **SD MP Figs. 4 and 7 fail to recognize the environmental Impacts of failure of 1.) the impoundment structure in the Willow Slough Bypass about 50 ft. downstream of the intercept of the natural channel, 2.) existing irrigation control structures in the remnant channel from the Bypass intercept to Rd. 102, and at least one earth structure for vehicle crossing in natural Willow Slough 850+/- ft west of Rd. 102.** From aerial photos, significant water impoundment is noted in the remnant channel upstream of Rd. 102. Control structures in the remnant channel may fail and/or water impoundment could cause higher spills west of Rd. 102 if impoundments are not released prior to the winter storm season.

viii. **Other SD Studies of record**. The Jan 1994 Borcalli & Associates Hydrology, Hydraulics, and Scour Analysis for the Rd. 102 Bridge Replacement at the Willow Slough Bypass is a resource for previously calculated Willow Slough 100 yr. flows. In the 1994 study using lower rainfall standards than the current 2008 Yolo County update, the 100 yr. flow at Rd. 102 was calced to be 10,600 cfs. Failure of the earth dam allowing split flow at the

8c-16

remnant channel could be a significant environmental impact causing spill along low segments of the north bank which could impact the USC and upstream tributary properties including the WRTP.

8c-16 cont

2. **Other potential 2018 SUGA SD MP methodology that could cause a higher 100 yr. HGL at the Upper South Canal with resultant environmental impacts…spill at Rd. 25a/Promenade Dr. into the SLSP.**
   a. Partial or complete blockage of the 6'x 4" box culvert at the remnant Willow Slough/Rd. 102 could cause a higher spill north to the Upper South Canal. It is assumed the 2018 SD MP modeled full capacity at the remnant Willow Slough box culvert.
   b. Partial blockage of the upstream grate at the Upper South Canal triple 4' x 7' box culvert at Rd. 102 could cause higher backwater and significant spill north into SLSP at Promenade Dr. With the Rd. 25a/Rd. 102 intersection at elev. 40.2 to 40.3, the depth of flow at the Rd. 25a low point could be 0.5 ft. It is assumed that no grate blockage was modeled at the USC box culvert at Rd. 102. It is noted that the Yolo County std. for grate area at a drainage structure is 4 x the structure cross section. The USC grate area at the box culvert is 2+/- x the structure.
   c. Failure of the Cache Creek levee and resultant 100 yr. overflow and inundation east of Rd. 102 could produce a higher 100 yr. HGL in the USC. The 100 yr. storm is a series of storms over a 10 day period that could produce more significant environmental impacts should overflow from the Cache Creek shed coincide with a high USC flow.

8c-17

3. **Conversion of 4 acres of prime farmland outside the Urban Limit Line for use as a storm drainage detention basin to benefit urban development, the WRTP, is not consistent with the Yolo County to preserve prime agricultural lands.**

   The off-site siting of the South Regional Pond can be avoided by locating the detention facility within the limits of the WRTP. A reasonable alternative that would provide a net zero loss of development land within the limits of the 349+/- acre WRTP boundary is as follows:

   a. **Combine the South Regional Pond with the drainage detention facility on the north side of Rd. 25a west of Harry Lorenzo.** The footprint of a single pond will be significantly less than the footprint of two ponds and maintenance cost will be reduced. Estimated reduced footprint. Two ponds at 8.5 ac total minus one pond at 7.5 acre. Net loss on-site…7.5 single basin minus 4.5 single basin =(3.0 ac)
   b. **Underground the proposed open ditch on the east side of SR113 north of Rd. 25a, and along the north side of Rd. 25a to Road A.** Assumed 15 ft maint. rd. and 5 ft. buffer to Caltrans ROW. Estimated 2700' x 46' wide = 2.85 ac
   c. **Underground the proposed open ditch on the east side of SR113 south of Rd. 25a.** Assumed 15 ft maintenance. Rd and 5 ft. buffer to Caltrans ROW. Estimated 590 lf x 33' wide = 0.45 ac. Loss of on-site land to combined detention basins (3.0 ac). Gain of developable land on-site by conversion of open ditch to underground pipe. +3.3 ac.
   d. **Summary:** Shifting the South Regional Basin to the north side of Rd. 25a within the WRTP boundary and undergrounding the open ditches conveying drainage from SP-1B could be a net zero gain/loss of developable land within the WRTP boundary. This is a win-win. No loss of prime ag land, and reduced maintenance cost with no open ditches to maintain.

8c-18

Summary:

Flood protection for the WRTP and downstream environmental impacts.

1. Review of the WRTP Draft EIR indicates there are multiple possible causes of drainage impact not discovered or studied that could cause significant environmental impact to drainage facilities which the WRTP depends on for its drainage disposal.

   Although the WRTP has a Jan. 31, 2020 Storm Drainage Tech Memo and Preliminary Drainage Plan to protect development within its boundary from flooding, it is also part of the Remainder Area shown on the Spring Lake Specific Plan (SLSP) Fig. 6.3 Preliminary Drainage Infrastructure Plan approved on Dec. 18, 2001, and the subsequent 2006 SDFMP, the Feb. 2017 SUGA SD MP, and the Rev. Mar. 2018 SUGA SD MP.

   These studies beginning with the 2006 SDFMP contain foundational drainage shed delineation errors and/or omissions, and ignore potential split flow at the Willow Slough Bypass/Natural Channel connection that may impact flood protection at the SLSP and facilities the WRTP is dependent on for drainage disposal. The WRTP DEIR should examine each potential environmental impact described in this discussion prior to final approval.

2. There may be a reasonable alternate to siting the South Regional Pond on prime ag land outside the Urban Limit Line. Undergrounding two on-site ditches located north and south of Rd. 25a, and combining the SRP with the WRTP detention basin north of Rd. 25a may provide a near equal swap of developable land or a better open space buffer along the east SR113 boundary resulting in zero conversion of prime ag land outside the Urban Limit Line.

8c-19

8c-20

Respectfully submitted,

Bruce Jacks

Bruce Jacks
6 Amherst Pl
Woodland, CA

RESPONSE TO COMMENT LETTER 8C

Comment 8c-1 Summary of Comment: The commenter notes that the *Storm Drainage Facilities Master Plan South Urban Growth Area* referenced in the WRTP Specific Plan Draft EIR is outdated, as the reference cites the 2017 version, but the plan was revised in 2018. The commenter also lists the documents pertaining to storm drainage planning up to the *Storm Drainage Facilities Master Plan South Urban Growth Area*. The commenter asserts that there are errors and omissions in the 2006 shed delineation, and that such errors or omissions remain in the February 2017 and revised 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*. The commenter asserts that such errors and omissions are potential environmental impacts not addressed by the WRTP Draft EIR and goes on to detail these items in Comments 8c-2 through 8c-20.

Response: The reference in the WRTP Specific Plan Draft EIR has been updated to cite the 2018 plan. This revision does not change the findings, conclusions, or recommendations of the Draft EIR. With regard to errors from the 2006 SDFMP, any specific comments on such are addressed below through responses to Comments 8c-2 through 8c-20.

Comment 8c-2 Summary of Comment: The commenter asserts that lands west of East Street and the railroad are not tributary to the "Farmers Central Shed" and that the 2006 *Storm Drainage Facilities Master Plan* Willow Slough Shed Spill (6.71 s. mi.) fails to correctly identify shed boundaries at specific listed locations.

Response: Wood Rodgers utilized the 2008 California Department of Water Resources topographic data to refine the drainage conditions for baseline conditions as described in more detail under response to Comment 8a-17.a. The first listed area south of County Road 24A and west of West Street (County Road 99) is indeed draining into the City under the baseline condition. It is, however, being redirected into the Farmers Central Corridor under developed conditions.

For the second item described in the comment, the baseline conditions is intended to represent a condition prior to the modifications of the intersection of County Road 24A and 6th Street. Therefore, the baseline condition is currently reflecting the land within the WRR1 watershed as flowing entirely south to County Road 25A to the west of the raised railroad embankment. The topographic information shows the land drops approximately 6 feet from north to south between County Road 24A and 25A. For the developed condition, land just south of County Road 24A was purposely directed to drain to the Farmers Central corridor to more efficiently drain this land to the West Regional Pond.

For the third item described under this comment, the delineations shown on Map 4 of the 2006 *Storm Drainage Facilities Master Plan* are outdated and were corrected with the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* as described under the response for Comment 8a-17.a.

For the fourth item listed for the summary of Map 4 and Map 10 (of the 2006 *Storm Drainage Facilities Master Plan*), the commenter claims that approximately 84 acres south of Willow Slough and west of County Road 102 drain north into Willow Slough west of County Road 102. This area was examined in more detail using the 2008 California Department of Water Resources (DWR) LiDAR. The topographic mapping shows that water will store in this field adjacent to County Road 102 and overflow at the south end of the field across County Road 102

before overtopping the raised bank of Willow Slough, and therefore the commenter's referenced 84 acres would not contribute to Willow Slough drainage. The last portion of this comment refers to the development of approximately 105 more acres than were previously included in the 2006 *Storm Drainage Facilities Master Plan*. The 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* does evaluate more developed area in the vicinity of Highway 113 and County Road 25A than prior reports as a result of the City modifying the Urban Limit Line. The 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* included this additional developed area and recommendations address the additional development; the WRTP Specific Plan is consistent with the additional anticipated development.

Comment 8c-3 Summary of Comment: The commenter asserts that the 2017 *Storm Drainage Facilities Master Plan South Urban Growth Area* contains two hydraulic grade line flaws that impact the Spring Lake Specific Plan West Regional Pond and the Upper South Canal, and were previously noted by this commenter to city staff in June 2017.

Response: Corrections were made to the plan and the revised report was issued in March 2018 to address issues surrounding the West Regional Pond and the Upper South Canal. The WRTP Specific Plan EIR was intended to cite the 2018 Storm Drainage Facilities Master Plan South Urban Growth Area and the analysis contained within the WRTP Specific Plan EIR has been reviewed accordingly. This revision does not change the findings, conclusions, or recommendations of the Draft EIR.

Comment 8c-4 Summary of Comment: The commenter asserts that errors and omissions remain in the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* that, if reviewed, may be determined to be environmental impacts to the WRTP, the Upper South Canal and Spring Lake Specific Plan (SLSP).

Response: This comment is a general restatement of sentiments expressed above. As no specific errors are identified under this general comment, each instance of a specific purported error is separately addressed in detail in responses to more detailed comments throughout Responses to Comments 8c-2, 8c-3, and 8c-5 through and 8c-20.

Comment 8c-5 Summary of Comment: The commenter reiterates the statement that the WRTP Specific Plan Draft EIR referenced the 2017, rather than revised 2018, *Storm Drainage Facilities Master Plan South Urban Growth Area*, and identifies the following concerns as reason for which the commenter believes environmental impacts were not adequately addressed within the WRTP Specific Plan Draft EIR. Such concerns expressed by the commenter are regarding flood waters overtopping County Road 25A from the south, flat inlet grates for overland release at County Road 102, the elevation of the overland release at the crown of County Road 102, and flood waters coming within less than one foot of elevation of existing building pads in the Spring Lake neighborhood.

Response: The WRTP Specific Plan EIR has been revised to cite the most current 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* and the analysis contained within the WRTP Specific Plan EIR has been reviewed accordingly. This revision does not change the analysis, findings, conclusions, or recommendations of the Draft EIR.

The first two paragraphs discuss conditions in the Upper South Canal just upstream of County Road 102. As previously described in responses to Comments 8a-6, 8a-11, and 8a-13, the peak

water surface elevation of 39.8 feet (NAVD88) will not overtop County Road 25A and, therefore, discussion of impacts to the Spring Lake Specific Plan housing and internal streets is not relevant. With the current design, inundation south of County Road 25A would occur as described in the 2018 *Storm Drainage Facilities Master Plan*. As described under the response to Comment 8a-11, the development flow reaches County Road 25A prior to the Willow Slough overflow, which has a higher peak and is the main driver of peak stage conditions.

The culverts beneath County Road 102 are sized to convey the 100-year flows. The receiving grates were oversized by a factor of two relative to the 100-year flows. The grate at Heritage Parkway and County Road 102 is flat, as the commentor notes; however, there is a second culvert located adjacent to Nicholson Circle with an angled grate. In addition, the culverts at the downstream end of Farmers Central Channel are protected by an angled debris rack. The overland release at County Road 102 is designed as a secondary release to convey flows over the road in the event that the grates are blocked by more than 50 percent of their capacity. The factor of safety designed into the system consists of underground capacity of 100-year flow conveyance and oversized grates. The secondary overland release elevation is below the finish floor elevation for all homes in Spring Lake. In the event that one grate is completely blocked, water will initially flow to the other two culverts, utilizing any available capacity, prior to overland release across County Road 102.

The WRTP Specific Plan area is tributary to the Spring Lake Specific Plan via three drainage corridors: (1) Farmers Central Channel (northern shed), (2) Heritage Parkway (central shed), and (3) Upper South Canal (southern shed). The summaries below describe to what extent post construction flows from the WRTP Specific Plan area contribute to the Spring Lake Specific Plan drainage system.

Farmers Central Channel: The northern portion of the WRTP Specific Plan area flows into the Farmers Central Channel, which is sized for 100-year flow conveyance including runoff from the WRTP and passes below County Road 102 through an unobstructed culvert.

Heritage Parkway: The contributing shed from the central portion of the WRTP is 20.1 acres. Spring Lake infrastructure was originally sized for this shed to be on the order of 31 acres. The contributing flow is 22.6 cfs (originally estimated to be 34.8 cfs). The entire corridor 100-year runoff flow is estimated to be 242 cfs; therefore, the WRTP Specific Plan contribution to this shed is less than 10 percent. The Heritage Parkway corridor is designed with dual storm drain pipes for 10-year flows and depressed pathways outside of the travel way for conveyance of the 100-year overland flows. The overland flows are conveyed to the oversized County Road 102 inlet grates to the culvert beneath County Road 102. The 100-year water surface elevation in Heritage Parkway is modelled to be 37.5 feet. These overland flows are not able to enter the adjacent subdivisions from Heritage Parkway due to higher elevations at the connecting streets (e.g., Campos Ave at elevation 38.3 feet and Erickson Way at elevation 38.1 feet). To illustrate the minor contribution from this WRTP shed, a calculation was conducted to determine the water surface elevation without said runoff. The result was a lowering of the water surface elevation in the Heritage Parkway corridor to an elevation of 37.4 feet, a reduction of 0.1 feet.

Upper South Canal: The WRTP and existing upstream flows from the southern shed are consistent with the *Storm Drainage Facilities Master Plan South Urban Growth Area*.

The WRTP Specific Plan is designed and conditioned to avoid inundation and storm drain capacity effects, including through the implementation of Mitigation Measure 3.9-1a, requiring the preparation of additional storm drainage analysis for determining the amount of new development acreage beyond the previously identified 80 residential acres allowable in the South Urban Growth Area. The WRTP Specific Plan EIR has been reviewed to consider the most current 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* and the analysis contained within the WRTP Specific Plan EIR has been reviewed accordingly. This revision does not change the findings, conclusions, or recommendations of the Draft EIR.

Comment 8c-6 Summary of Comment: The commenter identifies additional concerns of what the commenter asserts to be errors that result in environmental impacts not being adequately addressed within the WRTP Specific Plan Draft EIR. The commenter asserts that detail is lacking and requests more information on discerning the flood flows and volumes between Willow Slough and County Road 25A. The commenter also references a 40-inch pipe to connect to Willow Slough along the north bank and possibly contribute to worsening overflow conditions.

Response: Wood Rodgers has supplied the hydrographs depicting the development runoff and the combination with Willow Slough overflow under the response to Comment 8a-11. These hydrographs show how the development runoff precedes the Willow Slough overflow by several hours. In responses 8b-14 through 8b-16, Wood Rodgers has explained that the inundation area is flowing and not behaving as a detention basin based entirely on volume.

Regarding a connecting 40-inch pipe in a 100-year storm the north bank will be subject to overland flow conditions. The presence of the 40" pipe will not change the flow northward under the overland flow condition.

The WRTP Specific Plan EIR has been revised to cite the most current 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* and the analysis contained within the WRTP Specific Plan EIR has been reviewed accordingly. This revision does not change the analysis, findings, conclusions, or recommendations of the Draft EIR.

Comment 8c-7 Summary of Comment: The commenter asserts that detail regarding the 100-year Willow Slough storage is lacking detail in the 2017 SDFMP and that additional storage south of County Road 25A is required to reduce the Willow Slough overflow rate to a Q that, when combined with the 100-year Q from Spring Lake Specific Plan and the WRTP, can be reduced to a flow that can be conveyed by the Upper South Canal. The Commenter asserts that inadequate storage/detention and resultant detained flooding south of County Road 25A may be an environmental impact. Regarding detail that is lacking, the commenter asserts that the underlying topographic mapping is questionable. The commenter recommended that the March 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* be the reference plan used for the WRTP Specific Plan Draft EIR.

Response: Figure 8 of the March 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* defines the topographic mapping used for the plan. The first note (footnote) clearly states that the primary source of the topographic data is the LiDAR collected in 2008 by the California Department of Water Resources. The only LiDAR data collected in 2008 by the California

Department of Water Resources was collected as part of the Central Valley Floodplain Evaluation and Delineation Program. The commenter is not correctly representing the accuracy of the data used south of County Road 25A. The 2008 LiDAR was processed to provide one-foot contour intervals with a vertical accuracy of +/-0.33 feet. The accuracy standard does not imply that all points on the map are inaccurate by this amount. The expression of accuracy is a statistical representation of at least 95 percent of the entire data set meeting or exceeding this accuracy threshold. In other words, much of the data has a better accuracy than 0.33 feet +/-. From an aerially collected data standpoint, this was considered sufficient for mapping by the California Department of Water Resources as part of the Central Valley Floodplain Evaluation Delineation Program and was likewise considered adequate for the City's planning purposes.

The commenter reiterates the volumetric aspect of the inundation area and the importance of accurately understanding and representing volume. As explained in response to Comment 8a-17.c, stormwater south of County Road 25A is flowing and the land is sloping and not functioning as a storage basin. While the inundation area accounts for some volume as stormwater flows through it, the detention aspect is secondary to the hydraulic capacity of the overland flow path. The commenter's recommendations relating to new surveying are considered unnecessary given the accuracy of the topographic mapping used. The Spring Lake Capital Improvement Plan and Spring Lake fee program includes funding to acquire a flowage easement or flowage easements, as applicable. The City is currently in the process of negotiating (a) flowage easement(s). The comment relating to having a "monitoring program to ensure ground contours in the inundation area are preserved" is appreciated. The city has already been aware of all the land outside of the entire perimeter of the City, providing stormwater attenuation as part of the 2006 and 2018 SDFMP report documents and will address the actions of landowners if it becomes clear adverse impacts to the City by re-grading have occurred.

The above response addresses the data errors and omissions claimed by the commenter. The WRTP Specific Plan EIR has been revised to cite the most current 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* and the analysis contained within the WRTP Specific Plan EIR has been reviewed accordingly. However, the WRTP Specific Plan is designed and conditioned to avoid storm drain infrastructure capacity effects, including through compliance with City Engineering Standards and Mitigation Measure 3.9-1a, requiring the preparation of additional storm drainage analysis for determining the amount of new development acreage beyond the previously identified 80 residential acres allowable in the South Urban Growth Area. The revision to cite the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* does not change the findings, conclusions, or recommendations of the Draft EIR.

Comment 8c-8 Summary of Comment: The comment reiterates the City's adjustment to the flooding south of County Road 25A by lowering the n-value to 0.03, which results in zero freeboard.

Response: The City has the authority to set standards and deviate from them on a case-by-case basis without jeopardizing public safety. While zero freeboard is the result, this condition does not flood homes/properties north of County Road 25A and creates minor roadway inundation for a short time during the peak of the event with emergency vehicle access maintained along the north side

of the roadway. The design condition of the Upper South Canal meets the City design standard for a 100-year storm event with the approval of a design exception by the City Engineer. The City Engineer approved a design exception to allow zero freeboard based on the fact that the peak flow in the Upper South Canal is at elevation 39.8 for less than one hour and the length of road that is at elevation 39.8 is less than 50 feet.

Comment 8c-9 Summary of Comment: The commenter recommends additional studies to address the commenter's alleged errors contained within the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*, which are individually detailed in Comments 8c-10 through 8c-18.

Response: This comment does not elaborate on specific alleged errors. Please see responses to Comments 8c-10 through 8c-18.

Comment 8c-10 Summary of Comment: The commenter asserts that additional review and/or survey of field conditions is needed to verify Figures 4 and 7 of the March 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*. The commenter provides a list of specific alleged clarifications needed and/or errors related to each figure. See response to Comments 8c-11 and 8c-12 for detailed comments and responses pertaining to Figure 7. With regard to Figure 4, the commenter asserts that Figure 4 of the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* is either unclear and/or inaccurate for describing current drainage conditions of the WRR2A, WRR2B and WRR1 sheds.

Response: Please see response to Comment 8a-17.a, which describes the drainage for these watersheds in both baseline and ultimate conditions. The WRTP Specific Plan EIR has been revised to cite the most current 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* and the analysis contained within the WRTP Specific Plan EIR has been reviewed accordingly. This revision does not change the findings, conclusions, or recommendations of the Draft EIR.

Comment 8c-11 Summary of Comment: The Commenter asserts that Figure 7 of the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area* includes large scale drainage diversion that constitutes a growth inducing environmental impact. The commenter provides summary of the commenter's review of the updated Figure 7 from the 2017 version, including stating the opinion of how the update does and does not serve as an improvement. The commenter goes on to provide opinion on why diversion of the 155+/- ac SP-1C to the Farmers Central Trunk shed can be justified if the West Regional Pond (WRP) and Farmers Central Trunk system is adequately sized, the cumulative 125+/- ac diversion of sheds WRR2A and WRR2B provides an urban drainage connection for ag land outside the Urban Limit Line which is a growth inducing environmental impact. The commenter asserts that this is a fatal flaw in the *Storm Drainage Facilities Master Plan South Urban Growth Area* that must be corrected.

Response: For response regarding the drainage of the watersheds west of East Street are described for both baseline and ultimate conditions, please see response to Comments 8a-17.a and 8c-3.

The purpose of the master plan is to create a plan for planned future growth, which may involve redirecting flow as necessary to achieve this goal. The General Plan and the voter approved Urban Limit Line dictate development of drainage analyses.

Furthermore, the description of the representation of the WRR2A and WRR2B watersheds creating a growth inducing environmental impact is incorrect. Flows from all land outside of the city in an undeveloped state must be directed through city facilities safely and must be accounted for in an undeveloped state. The WRR2A and WRR2B watersheds were modeled as undeveloped in the ultimate conditions modeling and the downstream facilities were sized to account for this undeveloped runoff. If development of either WRR2A or WRR2B were to occur, it would likely require onsite detention to mitigate development impacts, regardless of where the flow is going. The modeling or accommodation of the runoff from these watersheds in an undeveloped state in no way relates to or facilitates the future development of these properties. The proposed ditch and/or pipe to drain these undeveloped parcels are shallow and smaller than what would be proposed if development were to occur. Separate environmental review and documentation would be required of any solution not otherwise analyzed as part of the currently proposed WRTP Specific Plan and through the WRTP Specific Plan EIR, as required under CEQA.

Comment 8c-12 Summary of Comment: Commenter asserts that *Storm Drainage Facilities Master Plan South Urban Growth Area* Figure 7 (Ultimate Sheds) overlooks drainage sheds tributary to the remnant Willow Slough along the segment from the Willow Slough Bypass intercept and County Road 102.

Response: See Response to Comment 8c-2

Comment 8c-13 Summary of Comment: Commenter asserts that *Storm Drainage Facilities Master Plan South Urban Growth Area* Figures 4 and 7 fail to recognize the potential environmental impact of a Willow Slough spill over the north bank between the Willow Slough Bypass intercept and County Road 102. The commenter elaborates on the peak flow conditions in the overall Willow Slough system and the potential for flow to exit Willow Slough and/or the Willow Slough Bypass through levees that are known to be sinking.

Response: Storm drainage that would result from the if Willow Slough were to overtop its north bank between the intercept point and County Road 102 would flow eastward toward County Road 102. The land on the north side of Willow Slough downstream of the intercept point is not in the drainage shed for the Willow Slough Remnant channel that heads northward and crosses County Road 102, one-half mile south of County Road 25A. The Willow Slough intersection with the County Road 102 bridge occurs three and one-half miles south of the Upper South Canal. Any overtopping of the channel at this point would have no impact on the Willow Slough Remnant channel.

Land subsidence generally occurs uniformly over the entire region, so concerns regarding sinking does not invalidate the findings of the *Storm Drainage Facilities Master Plan South Urban Growth Area* or any other storm related studies cited by the commenter.

The commenter further states that the low north top of bank location approximately 100 feet west of the diversion would be a prime location for a significant spill north. The City reviewed this location and found that the north bank of the Willow Slough upstream of the diversion point is uniform in elevation between the railroad and the diversion point. The city did not observe a low point where Willow Slough would likely overflow.

The City disagrees with the commenter's mapping suggestion regarding what areas are tributary to the Willow Slough spill at County Road 102. Per Figures 4 and 7 of the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*, sheds WRR1, WRR2A and WRRA2B drain eastward and cross County Road 102 without entering Willow Slough.

Comment 8c-14 Summary of Comment: This comment is a continuation of the comment under 8c-13, focusing on the earthen plug at the Willow Slough Bypass intercept of the natural channel.

Response: This earthen plug is maintained by Reclamation District 2035; if it is planned for removal in the future then appropriate analysis would be conducted at that time, as required.

Comment 8c-15 Summary of Comment: This comment is a continuation of the comment under 8c-13 and 8c-14, focusing on the operation and consideration of the existing conduit(s) within the earthen plug described under comment 8c-14.

Response: As part of Wood Rodgers' field visit and research it was determined that the pipes through the earthen plug are operated by Heidrick Farms, according to Reclamation District 2035. They are operated in a closed condition during flood season.

Comment 8c-16 Summary of Comment: SD MP Figs. 4 and 7 fail to recognize the environmental impacts of failure of 1.) the impoundment structure in the Willow Slough Bypass about 50 ft. downstream of the intercept of the natural channel, 2.) existing irrigation control structures in the remnant channel from the Bypass intercept to Road 102, and at least one earth structure for vehicle crossing in natural Willow Slough 850+/- ft west of Road 102.

Response: The failures of the facilities noted in this comment would not affect the assessment performed by Wood Rodgers based on the following discussion. The failure of the impoundment structure described as 50 feet downstream of the intercept of the natural channel appears to be a low flow dam across the upstream end of the Willow Slough Bypass channel. The failure of this structure would only force water to flow more efficiently into the Willow Slough Bypass, and would serve to divert more water away from the City. The existence of irrigation control structures within the remnant channel were considered negligible. The system was modeled as if they didn't exist, moving water more efficiently to County Road 102, resulting in a more conservative estimate of flow flowing toward County Road 25A. The flashboards associated with irrigation control structures are removed by the facility operators during the rainy season.

Comment 8c-17 Summary of Comment: The commenter suggests partial and/or complete failure of existing/designed drainage facilities should be accounted for, as detailed below, and suggests such failures could cause a higher 100-year hydraulic grade line at the Upper South Canal. The commenter identifies the following three specific locations:

a) partial or complete blockage of the box culvert at Willow Slough and County Road 102;

b) partial blockage of the upstream grate at the Upper South Canal box culvert at County Road 102; and

c) the failure of the Cache Creek levee system.

Response:

a) Typical blockage would occur as a result of the accumulation and migration of natural debris, such as woody vegetation. Under high flow conditions, woody debris will tend to float and/or create a lattice structure in front of the culvert that will have negligible blockage impacts under pressure flow conditions.

b) The designed inlet grate and crossing under County Road 102 for the Upper South Canal is the responsibility of the City. Wood Rodgers designed the grate for 50 percent blockage, as it has twice the open area as needed for full flow capacity. It should be noted that the City has a dedicated fund source for storm drain maintenance in the Spring Lake and WRTP specific plan areas and is actively maintained; it is therefore unlikely that a 50 percent blockage would occur and this percentage is an industry appropriate factor of safety. While Yolo County may have a standard of providing 4 times the flow opening, lands within Yolo County in general have more debris sources, and smaller culvert crossings, necessitating a heavier debris loading consideration.

   Closer examination of the lands which will flow into this channel reach should support that the inflow of debris is very low during low-flow and low-velocity events. In general, only leafy debris and litter should reach this inlet, most of which can pass through the grate and flow unobstructed downstream. Even if a 100-year event were to occur, the largest flow from Willow Slough would only travel at depths of less than 2 feet at velocities that are not high enough to carry larger woody debris very far across the inundation area.

c) With respect to the Cache Creek floodplain and simultaneous inundation, the areas to the west of County Road 102 are essentially above and outside of the Cache Creek floodplain. The published Federal Emergency Management Agency floodplain shows the 100-year base flood elevation of approximately 36.5 feet (NAVD88) to the east of County Road 102 adjacent to the City's wastewater treatment facility. With peak 100-year water surface elevations of 39.8 feet (NAVD88) in the Upper South Canal, there is over 3 feet of drop to allow local stormwater to flow eastward with no effect to the west of County Road 102.

Comment 8c-18 Summary of Comment: Commenter presents an alternative to the siting of the South Regional Pond consisting of combining it with the pond proposed on the north side of County Road 25A within the boundary of the WRTP and converting proposed drainage channels into underground storm drain pipes to recover developable land adjacent to State Route 113 and County Road 25A.

Response: The WRTP Specific Plan EIR examines the adverse physical effects of all changes proposed under the Specific Plan, including all on- and off-site infrastructure required to serve planned land uses. While the commenter offers an alternative drainage approach, the drainage approach summarized in the Specific Plan and Draft EIR is consistent with City drainage standards, and this drainage strategy is addressed comprehensively in the EIR. The City examined several drainage alternatives in developing the draft Specific Plan, including various pond locations, pipes versus channels, and construction costs were analyzed. In addition, the City reviewed the location of the South Regional Pond and acknowledges that it is outside of the Urban Limit Line

and analyzed the environmental impacts associated with development of the South Regional Pond at the proposed location. Replacement of converted farmland or an in-lieu fee (dependent upon project size) would be required by the County's agricultural conservation ordinance (Section 8-2.404 and Section 8.2-405 of the Yolo County Code), and mitigation measures for the loss of habitat are included in the project mitigation measures detailed in Section 3.3 of the EIR. Therefore, this impact was comprehensively considered and analyzed in the WRTP Specific Plan EIR and no changes are needed.

Comment 8c-19 Summary of Comment: This comment is a summary position founded on the issues raised in previous comments being unaddressed or faulty.

Response: The technical responses provided herein should provide the commenter with the assurance that the planning efforts and associated drainage analysis are thorough and reasonable.

Comment 8c-20 Summary of Comment: The commenter posits an alternative of placing all necessary detention on land within the City's General Plan rather than siting the South Regional Pond on "prime ag land"

Response: See response to 8c-18.

2.2.9 COMMENT LETTER #9:

PAUL KRAMER

Letter 9

Comments on the Woodland Research and Technology Park Specific Plan and Draft EIR

Paul Kramer, Woodland Resident, June, 2021

To the Woodland Planning Commission, City Staff, and City Consultants

My comments relate both to the Specific Plan and the Draft EIR prepared about it. They may be categorized as follows:

1. Safe interactions between cyclists and other vehicles using public streets and roads.
2. The timing of road improvements.
3. The Development Agreement.
4. Loss of Agricultural Lands.

9-1

Bicycle safety. I regularly ride my bicycle in Woodland, in Yolo County, and beyond. My cruising speeds range from 15 to 20 miles per hour. My mode of cycling is best accomplished on streets and roads, not on bike paths shared with pedestrians, dogs on long leashes, and children weaving to and fro; I would be a menace to them and they would be a menace to me. Under the California Vehicle Code, bicycles are treated in a similar way to cars. That is how I ride, stopping at stop signs and red lights, to the side of the outer lane or in a designated bike lane. For riders like me, off-street multi-use paths are not a substitute for properly designed on-street bike lanes.

I do appreciate the City's recent efforts to provide space for cars and bicycles to coexist on city streets. The improvements to Beamer Street and the planned refurbishment of Gibson Road west of East Street are two examples. In the Springlake area, however, things have not gone so well. Seeing the on the ground application of City plans and standards regarding cycling features gives me concerns about how the Research Park will turn out, both in the short and long terms.

9-2

While perhaps planned before Springlake, the relatively narrow bike lanes that were provided on Gibson Road from Highway 113 east to Road 102, are hard to defend. Gibson is heavily traveled. At the time that the center median and curbs were placed, there were no developments on the south side of Gibson that prevented a slightly wider roadway with more than the bare minimum width bike lanes. But we didn't provide them and now the bean counters will say it costs too much to fix it. (I've heard of plans to make the vehicle lanes narrower, which frees some space to stripe wider bike lanes but puts the cars closer to each other, not an optimal solution.) When the bike path is part asphalt and part concrete gutter, it's width is effectively reduced by half or a third wherever the gutter is full of debris or the asphalt subsides and creates a tire-deflecting mini-curb at the asphalt-concrete junction. The narrow bike lanes are especially hard to fathom between 113 and Pioneer, where one would expect Pioneer High students who live to the west of the campus to make use of the bike lane.

Exiting Gibson as soon as I possible after crossing 113—at Harry Lorenzo or Pioneer—doesn't improve things. Harry Lorenzo just south of Gibson isn't wide enough for cars to pass a bike with the required 3-foot spacing. It does not appear to be in a temporary state as there are concrete curbs and a median.

Pioneer to the north of Farmers Central appears to be waiting for the developers of the adjoining parcels to pay for street improvements. (Unless the plan is to mirror the segment between Gibson and Main Streets, another miscue.) In the meantime, there is no space for bikes traveling on that segment. The sidewalk on the east side is not an attractive option and there is nothing on the west side. I'm

guessing this was meant to be temporary but that unsafe temporary state has gone on for way too long. Thus my second point, below.

I understand that cyclists are permitted to "take the lane"—ride in the middle of the traffic lane such that cars cannot pass—when there is insufficient space to the side of the lane. I do that when necessary, without qualms. Why force me to do so, and make the cars behind me slow down and wait? Why create an unnecessary point of friction between drivers and cyclists? Some drivers seem to think that "Share the Road" means the bikes must get out of their way. And even I get a little upset when I'm forced to impede vehicular traffic for no good reason that I can discern. On East Street it is necessary, in a brand new neighborhood, it is not. There is, of course, the added danger that inexperienced cyclists and inexperienced or inattentive motorists, will not get this maneuver right.

Marston Drive, between Simpson St. and Miekle Ave. best illustrates my point. At each end of this segment, the entrances to the traffic circles are narrowed enough to force me to take the lane. Three islands were added at some point, as roundabouts (lite), to calm traffic and protect pedestrians crossing from one section of a path to another. The drive has adequate room for cyclists to cycle and cars to pass them, except near the islands, where a vehicle occupies nearly all of the roadway, leaving no room to pass a cyclist. When no cyclists are present, it is not clear that the islands will cause vehicles to slow down; speed bumps or table tops would be a better choice. Why create opportunities for cars and bikes to compete for the limited road width? Here is one example, illustrating that there is not enough room for a vehicle and a bike to pass through together:

9-2
(Cont'd)

The draft Specific Plan and its EIR make only vague statements about providing facilities that will encourage cycling as an alternative to vehicle trips. The design specifics of streets and intersections is left for determination as specific projects are presented. Given how that has worked out in Springlake, I don't have high hopes for the Research Park. My request is that the new Specific Plan call out at least a preference, if not a mandate, that streets and intersections be designed so that where a lane approaching an intersection or pedestrian island allows a vehicle and a bicycle to safely travel side by side, the intersection or island shall not pinch the traveled way such that they cannot travel side by side through the intersection or around the island. Doing so requires no additional road right-of-way. 9-3

Timing. As I describe above, we've been waiting for years for Pioneer Road between the entrance to the high school and Farmers Central to be improved to its final configuration. We suffer no or inadequate bicycle facilities and pinch two lanes for vehicle travel into single lanes in each direction, in the immediate vicinity of a school. Please make sure that this does not happen again in the Research Park. Perhaps the master developer can be made to advance the funds necessary to build similar improvements, subject to recovering them as the sub-developers pull their permits? 9-4

Development Agreement. As I've been discussing the above concerns with City staff, they have told me that changes cannot be made to the Springlake streets that are not yet constructed because the design standards are locked in place by various developer agreements. We are told that the Research Park will also be the subject of a developer agreement. That makes the design decisions made today hard to change in the future, unless, of course, changes would benefit the developer. But over the life of a project such as this, community standards can change, either because of changing values or to accommodate new, better, ways of providing for the public good. 9-5

I understand that developers want to lock in costs and entitlements. I also understand that the law authorizing the City to give away its right to regulate development intends that the developer who benefits from that gift provide benefits, not just those that would be required of any developer, but extra benefits. I don't see those benefits identified as of yet and request that they be identified with sufficient time for the public to review them.

Ag Lands. As the EIR indicates, the loss of agricultural lands will be mitigated by providing conservation easements at a ratio of 1:1. Yolo County is said to apply a 3:1 ratio. I agree that preventing other ag lands from falling into development does nothing to replace the lost ag lands and does not fully mitigate the impact. It is the only feasible mitigation available to us. Although not discussed in the draft EIR, converting other lands into viable ag land is extremely expensive and not feasible. The best approach, then, would be to cite their loss as a significant impact that cannot be fully mitigated, apply the mitigation requirement at a 3:1 ration, and override the remaining significant impact. 9-6

RESPONSE TO COMMENT LETTER 9

Comment 9-1 Summary of Comment: The commenter introduces the letter and provides a bullet list summary of the four overarching topics that the comment letter covers as they pertain to the WRTP Specific Plan and the Draft EIR. The comment letter goes on to provide detailed comments on each of these four topics, as summarized in Comments 9-2 through 9-7.

Response: Specific responses to comments related to each of the comment letter topics are provided below in responses to Comments 9-2 through 9-7.

Comment 9-2 Summary of Comment: The commenter describes their experience as a routine biker in Woodland and around Yolo County, and states their preference of biking on the road alongside cars rather than on off-street multi-use paths. The commenter states the difficulties they feel they have experienced biking in the City, including narrow bike lanes, when a bike path is part asphalt and part concrete, and when roads are not wide enough for cars to pass bicyclists at the required space of three feet, and expresses, despite plans and standards, concern for actual implementation of successful infrastructure and facilities to provide for bicycle circulation and safety. The commenter goes on to request that the WRTP Specific Plan clearly define a preference or requirement for intersections to be designed so that vehicles and bikes can safely travel side by side so that bikers do not have to "take the lane."

Response: This comment's description of current infrastructure and related assertions of inadequacy of bicycle infrastructure to support bike safety and circulation do not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR; these comments are noted.

Section 4.5 of the WRTP Specific Plan, "Roadway Network and Street Hierarchy," explains the WRTP Specific Plan Area's proposed roadway network and the travel mode prioritization for roadways based upon the street type and land use context. Street standards consider a street's relation to surrounding land uses, appropriate travel speeds, and the need to accommodate multiple travel modes and user abilities. The section also continues with detailed design for each of the roadways within the WRTP Specific Plan Area's primary roadway network. It is standard practice for bike lanes to be continuous through an intersection when there is a bike lane on either side of the intersection. The main exception to this standard practice occurs when intersection control is a roundabout or a traffic circle. The design intent is that the roadway width is narrowed and channelized in order to reduce speed through the intersection and assign right of way. If the roadway included width for a vehicle and bicycle next to each other, the design intent of the intersection control would not be accomplished.

Comment 9-3 Summary of Comment: The commenter expresses their concern over the timing of improvements, specifically those pertaining to roadway infrastructure to provide conditions in which vehicles and bicycles can safely coexist. The commenter suggests that up-front financing should be used to ensure timely roadway infrastructure improvements.

Response: Section 6.4, "Financing and Maintenance of Public Facilities," in the WRTP Specific Plan outlines the funding mechanisms that are applicable to the WRTP Specific Plan Area, which is to be detailed in the development agreement, Public Facilities Financing Plan for the WRTP

Specific Plan Area, and any reimbursement agreements. As noted on page 3.13-15 of the Draft EIR, in order to specify the manner in which the necessary infrastructure, public facilities, and other programs or services as provided in the WRTP Specific Plan will be constructed and/or operated and financed, among other matters, the City and the project applicant will enter a development agreement. The terms and conditions of the development agreement is required to be consistent with the goals and policies of this Specific Plan and shall set forth and require financing strategies, sources, and mechanisms to ensure short-term and long-term funding for implementation and monitoring of the TDM/VMT measures. As a successful circulation network that accommodates multiple modes of transportation continuously is key to the successful TDM/VMT measures, this accounts for concerns such as implementation of roadway improvements for the safe sharing of roadway rights-of-way between vehicles and bikes, among other modes of transportation. Each phase of development will be required to provide adequate facilities for bicycles, pedestrians and automobiles.

Comment 9-4 Summary of Comment: The commenter requests the Specific Plan development agreement.

Response: The development agreement will be published and available for public review.

Comment 9-5 Summary of Comment: The commenter recommends that, to address the significant impact of a Loss of Important Farmland and Conversion of Agricultural Land to Nonagricultural Urban Uses, the Draft EIR implements a 3:1 ratio of mitigation (for every acre converted to urban development, three acres of mitigation will be required).

Response: Impact 3.2-1 of the Draft EIR addresses the potential for the WRTP Specific Plan to result in a loss of Important Farmland and conversion of agricultural land to nonagricultural urban uses. As determined by the analysis in the Draft EIR, Implementation of the WRTP Specific Plan and off-site improvements would result in the permanent conversion agricultural land, including Important Farmland, to urban uses. This impact was found to be significant and, as stated on page 3.2-18 of the Draft EIR, the WRTP Specific Plan would comply with City and County municipal code requirements for the loss of farmland and require permanent protection of agricultural land proportional to that proposed for conversion to urban use, at a ratio of 1:1 for land within the City's limits and a ratio of 3:1 for land outside of the City's limits (per County ordinance and Yolo Local Agency Formation Commission policy). As a part of the WRTP Specific Plan process, per various review and approval mechanisms detailed in Section 7.2.1 of the WRTP Specific Plan, land within the WRTP Specific Plan Area will be annexed into the City's jurisdiction. As such, the applicable municipal code requirement for the loss of farmland within the WRTP Specific Plan area is the City Municipal Code 15.33, thereby requiring one acre of conserved farmland for every acre of converted farmland. Section 8-2.404 of the Yolo County Code requires three acres of conserved farmland to one acre of converted land. As detailed in the Draft EIR, this would be applicable to conversion of land outside of the City's jurisdiction, including the proposed South Regional Pond. No change has been made to the analysis and no additional mitigation is proposed.

2.2.10 COMMENT LETTER #10:

SHERYL PATTERSON

Letter 10

Sheryl Patterson
Attorney at Law

June 11, 2021

Sent via e-mail: researchpark@cityofwoodland.org

Mayor and City Council
City of Woodland

RE: Research and Technology Park Specific Plan and EIR

Dear Mayor and City Council:

I live in Spring Lake and moved here seven years ago from Davis where I lived for 20 years. I am an environmental and land use attorney working for another city in the region. I have over 20 years' experience with developing specific plans, processing entitlements for major development projects, and review of environmental impact reports. I also served on the Davis Planning, Open Space, and Economic Development Commissions. I have monitored the progress of the Research and Technology Park Specific Plan over the past few years and would like to offer a few comments. 10-1

Specific Plan

I have reviewed the Research and Technology Park Specific Plan and I am very impressed with its scope, land use plan, and proposed zoning to create a mixed-use community that will be complementary to the Spring Lake neighborhood. Spring Lake housing is near build-out, but it lacks smaller lot housing that first-time homebuyers can afford. Fortunately, that need will be met with the type of housing planned for the Research and Technology Park. Providing on-site housing that is affordable for the employees will help reduce traffic impacts. The land use plan complements the existing Spring Lake development by locating the lower density housing across from the existing housing that has the same density and locating the higher density housing closer to the employment center and the Town Center.

The jobs that will be created will serve both Woodland residents and graduate students from UC Davis. And the focus on agricultural-related research rather than chip manufacturing and software development will set it apart from the typical Bay Area technology parks and will enhance Yolo County's reputation for food production innovation. While medical and bio-tech uses will also be allowed, the expectation is that those users will most likely locate at the planned Aggie Square development next to the UC Davis medical campus in Sacramento. 10-2

The land use plan includes commercial uses which could compete with development of the Spring Lake commercial node along Parkland, which is referred to as the "Spring Lake Village Center." However, the additional Research and Technology Park residents could help facilitate realization of that planned Spring Lake project. The other interior commercial sites in the

Spring Lake Specific Plan were a mistake because without a sufficient number of vehicle trips, retail at those locations is not financially feasible. Instead, the Research and Technology Park commercial sites will help serve the needs of Spring Lake residents with uses that may not be available at the Bel Air shopping center. The Research and Technology Park Village Center around the central green park will be a feature that Spring Lake residents can also enjoy.

The City's 2035 General Plan designated this area for urbanization as a new growth area. Therefore, the conversion of agricultural land for urban uses has already been approved, although mitigation for that loss of agricultural land range at between a 1 to 1 ratio and a 3 to one ratio depending on location is required. Either a conservation easement or payment of an in-lieu fee will be used to permanently preserve agricultural land. The location of the drainage detention basin south of the project and the urban limit line is a compatible open space land use with adjoining agricultural land, even though it serves the development north of the urban limit line. The location of the needed stormwater retention basin off-site allows for more development within the Research and Technology Park, thereby accommodating more jobs and housing within the City's urban limit line, which is "smart growth."

Rather than primarily low density residential development like the Spring Lake Specific Plan, the Research and Technology Park Specific Plan includes a large employment center along the freeway. This new research park will attract UC Davis professors who want to conduct research off campus so they can own the food related patents they create, as well as offer good paying jobs for UC Davis and Woodland Community College graduates and existing Woodland residents. The shared mobility hub and obligation to help fund transit service between UC Davis and the Research and Technology Park will help facilitate use of alternative transportation options for UC Davis students and Davis residents who work at the Park. Also, Highway 113 has plenty of capacity to accommodate vehicular travel between the two cities.

In summary, I support adoption of the Research and Technology Park Specific Plan.

10-2 (Cont'd)

Environmental Impact Report

I have read the EIR and most of the impacts and mitigation measures are standard effects from new development on agricultural land. The EIR includes appropriate measures to reduce the project's impacts. Although there will be significant and unavoidable impacts after mitigation due to the change in land use, this development is consistent with the City's 2035 General Plan and EIR. In summary, I have no comments on the Research and Technology Park Specific Plan EIR.

10-3

Sincerely,

Sheryl Patterson

Sheryl Patterson
Attorney at Law

Cc: Erika Bumgardner, Principal Planner/Business Development Liaison, City of Woodland

RESPONSE TO COMMENT LETTER 10

Comment 10-1 Summary of Comment: The commenter introduced their role in the regional community and professional experience as an environmental and land use attorney in the region.

Response: This comment does not pertain to the adequacy or completeness of the Draft EIR. Specific comments and responses pertaining to the WRTP Specific Plan and Draft EIR are provided below in Comments 10-2 and 10-3.

Comment 10-2 Summary of Comment: The commenter summarized the WRTP Specific Plan, including listing how the WRTP Specific Plan will contribute to the City of Woodland. The commenter closes review of the Specific Plan with a note of support for the adoption of the WRTP Specific Plan.

Response: The City is appreciative of the detailed review and for the comments related to support for the WRTP Specific Plan.

Comment 10-3 Summary of Comment: The commenter states that the EIR includes appropriate measure to reduce impacts and that the development is consistent with the City's 2035 General Plan and EIR. The commenter notes that they have no comments on the Draft EIR.

Response: The City is appreciative of the detailed review and for the comments related to support for the WRTP Specific Plan.

2.2.11 COMMENT LETTER #11:

DOROTHY ROSENBERG

Letter 11

From: researchpark <researchpark@cityofwoodland.org>
Sent: Friday, July 02, 2021 8:37 AM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>
Subject: FW: Woodland residents asking for increased sustainability goals for the proposed project

From: Dorothy Rosenberg <deeddr@gmail.com>
Sent: Thursday, July 01, 2021 6:00 PM
To: researchpark <researchpark@cityofwoodland.org>
Subject: Woodland residents asking for increased sustainability goals for the proposed project

To the City of Woodland:

My name is Dorothy Rosenberg and I live and work here in Woodland. I'm an architect with a portfolio of sustainable projects including CHPS, LEED and the Living Building Challenge certification systems. I am currently Living Future Accredited.

Earlier this week I began circulating a letter on Change.org, an on-line petition website. This petition has only been up for 3 days and has already garnered 35 signatures. My hope is that more people will sign. I started the petition to ask the City of Woodland to use the proposed research and technology park to implement sustainability goals that are higher than the baseline California Building Code requirements. I support the work that has been done on the draft plan wholeheartedly. My focus is solely on the sustainability goals for the development as a whole and the commercial/industrial buildings and homes that will be erected there.

I know that through early planning and goal setting, increased sustainability goals do not necessarily result in cost increases. It is not my goal to deter development or hamstring the project. Building projects that are Zero Net Energy, Zero Net Carbon or water independent can be done, are being done all over the world. The key is always early planning and research. For example, an integrated water management system that incorporates a system of bio-swales throughout the entire development will have a lower net cost than individual site water mitigation. This system can create amenity for people and wildlife through good design and appropriate plantings. Currently there is no requirement for commercial buildings to offset energy use through on site solar power or other alternative non-combustible onsite generation, but we could make this a requirement. There are Federal Tax credits for commercial solar, and with the lowering cost of solar power, depreciation of equipment and lower energy bills the payback period could be minimal.

In addition, we have seen the effects of climate change already here in the Central Valley. Higher sustainability goals could make this new development more resilient in the face of

11-1

power outages, fires, drought and higher temperatures. Appropriate sun shading, operable windows on commercial buildings, night time cooling protocols, building design approaches that are appropriate for our climate, are all low-cost & high-benefit building components and systems. The changing climate is our new reality. We have a huge opportunity to respond appropriately. Let's make the future of Woodland sustainable and let's start with this new project.

11-1
(Cont'd)

Thank you very much for your excellent work on this exciting new project.

Sincerely,

--
Dee Rosenberg, PA, LFA

530-219-9774

RESPONSE TO COMMENT LETTER 11

Comment 11-1 Summary of Comment: The commenter describes the petition she created online to encourage the City to implement sustainability goals related to the WRTP Specific Plan that go beyond the baseline California Building Code requirements. The commenter provides a description of financial incentives that may encourage a City to increase sustainability efforts. Furthermore, the commenter states that by implementing higher sustainability goals for commercial, industrial, and residential buildings, it will contribute to the resiliency of the City concerning climate change and related events.

Response: The City appreciates the detailed review and indication for support for sustainability measures. While this comment does not pertain to the adequacy or completeness of the environmental analysis contained in the Draft EIR, the City has presented some response language for additional context.

Please note that Policy 2.L.2 of the City's 2035 General Plan designates the WRTP Specific Plan Area as a New Growth Area, SP-1A, and provides guidance for SP-1A to be an area for "…sustainable development through the use of renewable energy sources and water conservation tools with the goal of striving to achieve zero net energy at the building and neighborhood level to the extent feasible." The WRTP Specific Plan Guiding Principles are anchored in this guidance and include multiple principles that address sustainability including Guiding Principle 4, "Sustainable and Resilient," 5, "Gathering Place," 6, "Connectivity/Mobility", and 7, "Healthy Community," all of which support various aspects of sustainability and energy reducing principles. Chapters 2 and 3 of the WRTP Specific Plan also include policies and design guidelines and standards that address sustainability, including land use planning and design, open space, and greenhouse gas reduction measures. Specifically, Specific Plan Policies 2.2.3.1 requires new development be consistent with the objective and targets of the City's Climate Action Plan with the goal of striving to achieve zero net energy at the building and neighborhood level, and Policies 2.2.3.2 and 2.2.3.3 address resource efficiency and electric/alternative fuel vehicle infrastructure within the WRTP Specific Plan Area to future advance the sustainability goals of the WRTP Specific Plan. As noted in Section 3.3.3, Climate Action Plan Consistency, of the WRTP Specific Plan, all project shall strive to meet net zero energy consumption through the incorporation of conservation measures above Title 24 standards and shall, at minimum, demonstrate consistency with Cal Green Tier 1 standards. Furthermore, as required by the design standards and design guidelines for all residential districts, outlined in Section 3.5.12 of the WRTP Specific Plan, all housing units shall be pre-wired for electric vehicle and solar PV systems, further supporting efforts to exceed California Building Code requirements and incorporate sustainable design into the WRTP.

2.2.12 COMMENT LETTER #12:

JIM SMITH

Letter 12

From: Jim Smith <newsie2001@yahoo.com>
Sent: Saturday, May 22, 2021 7:10 AM
To: researchpark <researchpark@cityofwoodland.org>
Subject: Comment regarding Research Park proposal

Overall, the plan looks good.
My single comment has to do with carbon offsets for use of cement/concrete.
Concrete is a strong contributor to greenhouse gas emissions and I don't think the plan addresses how to mitigate the emissions over the life of the project.
It's true that much of the entire project is centered-around sustainability and energy-emission reductions, but I believe there needs to be a provision that as the project grows over the coming years, new construction should be required to prove that whatever concrete is used in that construction should be mitigated through whatever means necessary.

12-1

Thank you
Jim Smith,
707-301-3761
515 Ashley Ave., Woodland, Calif., 95695
email: newsie2001@yahoo.com

RESPONSE TO COMMENT LETTER 12

Comment 12-1 Summary of Comment: The commenter acknowledges the WRTP Specific Plan's sustainability and energy-emissions reductions focus, but provides one recommendation of change for the Draft EIR to require that new construction mitigate the use of cement/concrete over the life of the project.

Response: Addressing the greenhouse gas emissions related to materials for new development and infrastructure, including but not limited to cement/concrete, is a valuable option for future development within the Specific Plan Area to apply to reduce greenhouse gas emissions and implement sustainable development consistent with WRTP Specific Plan Policies, including Policy 2.2.3.1 requiring new development be consistent with the objective and targets of the City's Climate Action Plan with the goal of striving to achieve zero net energy at the building and neighborhood level, and Policy 2.2.3.2 to encourage and incentivize building construction that consumes less energy, water, and other resources.

Section 3.5, "Climate Change, Greenhouse Gas Emissions, and Energy," of the Draft EIR (page 3.5-15) evaluates the WRTP Specific Plan's fair share contribution to the emissions reduction required by the State's emissions reduction targets. As explained in this analysis, consistent with CEQA Guidelines Section 15183.5(b), the WRTP Specific Plan was determined to be consistent with the City's 2035 Climate Action Plan, and the Climate Action Plan identifies reduction measures that would achieve reductions that would, based on substantial evidence, avoid a cumulatively considerable contribution to the significant cumulative impact of global climate change. Therefore, as provided by CEQA Guidelines section 15183.5(b), the WRTP Specific Plan would not result in an incremental contribution to a cumulative effect. Per Specific Plan Policy 2.2.3.1, development under the WRTP Specific Plan will be required to demonstrate consistency with the City's Climate Action Plan as it is updated in the future to ensure the City stays on target to achieve future State GHG emissions targets, thereby providing for the consideration of additional reductions required and achievable in future years. No additional mitigation is required.

2.2.13 COMMENT LETTER #13:

A. TAKIEU

Letter 13

From: T.K.T. AU <atakieu@gmail.com>
Sent: Thursday, July 01, 2021 8:38 PM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>
Subject: Draft EIR Woodland Research and Technology Park

Hello Erika Bumgardener,

Brief comments regarding the DEIR for WRTP:

Climate Change:
The term "heat island" appears only 8 times in the DEIR for the Specific Plan. Is this topic something that is not taken seriously at the stage of design? If so, maybe revisit the topic as average temperatures in the West are increasing. No definition is provided. Are heat island models available for the proposal?
Primary strategy repeatedly mentioned is to utilize large canopy trees. This may be limiting due to height restrictions around solar panels. 13-1

The consideration/mention,or lack thereof, smart growth strategies is worrisome. The expansive black parking lots in the renderings is appalling. Policy 3.H.3 requires further depth in explanation and should explicitly mention strategies such as parking garages, or pedestal buildings, or some form of vertical parking element to reduce surface area of low albedo materials. Shall the proposed development needs to reconsider the use of parking garages, sections on air pollution may need to be revisited. 13-2

Ambient Noise:
Increased traffic at 113 and 25 A ramps are concerning, especially with increased width/lanes. Will there be mitigation measures beyond the boundaries of the specific plan that will address areas affected by sound funnels, especially due to traffic/street racing (noise and safety)? 13-3

Alternatives:
Are maps/visual plans available for the Alternatives? 13-4

RESPONSE TO COMMENT LETTER 13

Comment 13-1 Summary of Comment: The commenter notes that the term "heat island" in the Draft EIR is found only eight times and is concerned that this topic is not adequately evaluated and considered in the project. The commenter asks if heat island models are available for use in the Draft EIR, and states that the policy of promoting tree canopy across the communities in the City is limiting due to height restrictions around solar panels.

Response: The comment does not pertain to the adequacy or completeness of the Draft EIR. Chapter 2 of the WRTP Specific Plan contains policies and design standards related to sustainability and measures to reduce energy demand and greenhouse gas emissions. In addition, Section 3.5.3.B contains design standards and design guidelines for sustainable design applicable to all zones within the WRTP; while specific strategies will be developed as appliable to and feasible for individual future projects, strategies identified include the use of street trees, shading devices, cool pavements, and cool roofs, to reduce heat gain and reduce the urban heat island effect, as well as employment of heat recovery ventilation within residential or non-residential buildings, which rather than venting warm exhaust air outside, captures the exhaust air and uses it to preheat incoming air. Section 3.3 of the Draft EIR evaluates potential impacts related to air quality, including the concern for heat island effects, to address the CEQA Guidelines checklist question of whether a project would expose sensitive receptors to substantial pollutant concentrations. In addition, Section 3.5 of the Draft EIR evaluated potential impacts of the WRTP Specific Plan related to climate change, greenhouse gas emissions, and energy, using thresholds for determining the significance of impacts based on Appendix G of the CEQA Guidelines, as amended.

Comment 13-2 Summary of Comment: The commenter states that there is a lack of smart growth strategies contained and implemented in the Draft EIR. The commenter identifies Policy 3.H.3. Parking Lot Design (page 3.13-11) and recommends that the policy include specific strategies to reduce surface area of low albedo materials. The commenter states that sections related to air pollution would have to be revisited if changes were made to reconsider the use of parking garages.

Response: Policy 3.H.3 is a policy of the City's 2035 General Plan and is provided in the referenced section to establish the regulatory framework within which the WRTP Specific Plan is analyzed in the EIR. City review of future project applications, including inclusion of appropriate design features and materials available at the time of future applications, would ensure consistency with the City's policies and those of the WRTP Specific Plan. It is too early in the planning process to identify specific parking areas and types associated with each proposed land use designation; however, the acreages associated with future parking areas were not omitted and are instead represented by emissions estimates for the overarching land uses proposed for the Project site: Research and Development, Light Industrial, Parks and Open Space, Mixed Use, Regional Commercial, and Residential. As explained in response to comments 3-20 and 3-21, the potential construction and operational emissions associated with buildout of the WRTP Specific Plan were updated to eliminate the discrepancy in buildout square footage noted by the commenter, and to include parking and landscaping areas. The emissions were estimated using the most current version of CalEEMod (Version 2023.1.1.14), applying the same methodology as detailed in the Draft EIR Section 3.3.4 and as detailed in Appendix B to the Draft EIR, but

with updated land use detailed to match those of the Final WRTP Specific Plan Land Use Table 2.1 and to account to parking and landscaping as appropriate. Based on the updated modeling, Based on the updated modeling, the total construction and total operational emissions are less than those presented in the Draft EIR. Although the land use square footage was increased by approximately 1.2 percent, anticipated construction and operational emissions reflect the most current emission factor and energy use data, as appropriate for the land uses to be developed under the WRTP Specific Plan, with development starting at the earliest in 2024. This updated modeling does not change the significance findings of, nor the need for mitigation as provided in, the Draft EIR. Furthermore, Mitigation Measure 3.3-3c ensures that future sensitive receptors are not exposed to substantial toxic air contaminants from operational sources due to proximity to operational sources of toxic air contaminants associated with specific future land uses, which could theoretically include high-volume parking garages; as such, the potential air quality impacts are comprehensively addressed in the Draft EIR and no changes are required.

Comment 13-3 Summary of Comment: The commenter expresses concern on the impact to ambient noise from the project, specifically pertaining to increased traffic at State Route 113 and County Road 25A. The commenter asks if additional mitigation measures will address areas beyond the boundaries of the WRTP Specific Plan to address areas affected by sound funnels, especially due to traffic/street racing.

Response: Mitigation measures identified within the WRTP Specific Plan EIR would be applicable to address any identified impacts, whether within the bounds of the WRTP Specific Plan Area or beyond such boundaries. Proposed improvements at State Route 113 and County Road 25A were specifically included as off-site improvements as part of the Draft EIR project description and analyzed comprehensively for each impact area throughout the Draft EIR. These improvements are identified to maintain adequate level of service traffic conditions as buildout of the Spring Lake Specific Plan Area occurs and should the WRTP Specific Plan be approved and buildout occur. These improvements do not present a safety hazard. Impact 3.11-2 of the Draft EIR evaluated traffic noise due to improvements at the State Route 113 and County Road 25A interchange and determined that these improvements would slightly increase traffic noise at the nearest sensitive receiver located to the southwest of the interchange. However, the traffic noise along State Route 113 would be the dominant noise source and would mask the slight noise increase due to the interchange movements, and this impact would be less than significant. Street racing, as brought up by the commenter, is an illegal activity that is addressed through the City of Woodland Police Department, and not considered a result of the proposed WRTP Specific Plan or offsite improvements. No additional mitigation is proposed.

Comment 13-4 Summary of Comment: The commenter asks if maps/visual plans of the Project Alternatives are available for public review.

Response: The range of alternatives identified and considered are described on pages 4-4 through 4-8 of the Draft EIR. No maps or addition visual plans specific to the Project Alternatives are included in the Draft EIR.

2.2.14 COMMENT LETTER #14:

RANDI THORNTON

Letter 14

From: Randi Thornton <randi.thornton8@gmail.com>
Sent: Wednesday, June 30, 2021 7:27 PM
To: researchpark <researchpark@cityofwoodland.org>
Subject: Why does the plan not include school site?

Hello,

As a resident of Springlake, I find it concerning that the plan for the research park does not include a school site.

We live less than half a mile from Springlake elementary school and as it is my children are not guaranteed a spot in that school. In fact I have heard from parents who live here who have children waitlisted wondering what they are going to do if they don't get in. I have no doubt it will become even more difficult to get in if there is no school site planned for the research park. Packing other schools to the gills is not the answer. 14-1

Please update the plan to include a school site.

Thank you,
Randi Thornton
Concerned resident of Springlake

RESPONSE TO COMMENT LETTER 14

Comment 14-1 Summary of Comment: The commenter expresses their concern over a school site not being included in the WRTP Specific Plan, as their own children are waitlisted to attend Spring Lake Elementary School. The commenter worries that the Plan Area could experience the same issue and create spill-over effects that would impact schools within the WJUSD.

Response: Please see the responses to comments 6-1 through 6-6.

2.2.15 COMMENT LETTER #15:

BRENDA TROTMAN

Letter 15

-----Original Message-----
From: BR Tr <mom4ana@aol.com>
Sent: Thursday, July 01, 2021 10:03 AM
To: researchpark <researchpark@cityofwoodland.org>; Marco Lizarraga <Marco.Lizarraga2@cityofwoodland.org>
Cc: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>; Ken Hiatt <Ken.Hiatt@cityofwoodland.org>; Tom Stallard <Tom.Stallard@cityofwoodland.org>; Mayra Vega <Mayra.Vega@cityofwoodland.org>; Rich Lansburgh <Rich.Lansburgh@cityofwoodland.org>; Steve Harris <Steve.Harris@cityofwoodland.org>; Chris Holt <Chris.Holt2@cityofwoodland.org>
Subject: Springlake School

We need a school in the plans for the business park! It doesn't makes sense to be bring families to Spring Lake and not put enough schools in the area?! 15-1

Brenda Trotman

Sent from my iPhone

RESPONSE TO COMMENT LETTER 15

Comment 15-1 Summary of Comment: The commenter expresses their concern over a school site not being included in the WRTP Specific Plan.

Response: Please see the responses to comments 6-1 through 6-6.

COMMUNICATIONS RECEIVED AFTER THE CLOSE OF THE COMMENT PERIOD

This section of the Final EIR contains summaries of communications received after the close of the public review period for the WRTP Specific Plan Draft EIR and the City's responses to these comments.

CORRESPONDENCE FROM BRUCE JACKS, RECEIVED 7/4/2021:

From: Erika Bumgardner
To: Gerken, Matthew; McFerran, Suzanne
Cc: Brent Meyer; "nick.ponticello@ponticellainc.com"
Subject: [EXTERNAL] FW: WRTP...correction to pg. 7 of my comments
Date: Monday, July 5, 2021 8:20:39 AM
Attachments: 16254435592402blob.jpg

Please see below...

From: Bruce Jacks <brucejacks@sbcglobal.net>
Sent: Sunday, July 04, 2021 5:13 PM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>
Subject: WRTP...correction to pg. 7 of my comments

Erika:

If corrections to DEIR comments are permitted, a check of my submitted comments on July 2, 2021 contain and error on page 7. The yellow highlighted cummulative total is corrected from 125+/- to 165+/- acres. See screen shot below.

Kind regards,

Bruce Jacks

where ag lands south of the city limits/west of the RR would continue to drain south and east to Willow Slough.

While diversion of the 155+/- ac SP-1C to the Farmers Central Trunk shed can be justified if the West Regional Pond (WRP) and FCT system is adequately sized, the cumulative 165+/- ac diversion of Sheds WRR2A and WRR2B provides an urban drainage connection for ag land outside the Urban Limit Line which is an growth inducing environmental impact. This is a fatal flaw in the SUGA SD MP that must be corrected.

iii. **SD MP Fig. 7 (Ultimate sheds) overlooks drainage sheds tributary to the remnant Willow Slough along the segment from the Willow Slough Bypass intercept to Rd. 102.**

At least one 84+/- ac shed area south of Willow Slough west of Rd. 102 tributary to Willow Slough is ignored. Additive drainage sheds may impact Willow Slough overflow upstream of Rd. 102a causing an increased environmental impact at the USC/Rd. 25a at Promenade Dr.

iv. **SD MP Figs. 4 and 7 fail to recognize the potential environmental impact of a Willow Slough spill over the north bank between the Willow Slough Bypass intercept and Rd. 102.** Willow Slough upstream of the Willow Slough Bypass is a 162 sq. mile watershed (Wood Rodgers Rev. 2018 SUGA SD MP). In Jan 1994, Borcalli & Associates calculated the 100 yr Bypass flow at 10,600 cfs and in its Yolo Co. Rd. 102 Bridge Relocation Analysis stated the overtopping event upstream face of the proposed bridge was 9,400 cfs.

The 100 yr. 10,600 cfs Bypass peak flow was calculated using lesser rainfall standards than the upgraded 2008 Yolo County standards. Calculated today, the 100 yr. Q in the Bypass channel would likely be higher.

An additional problem noted by Borcalli was that since construction in the late 1940s, the Willow Slough Bypass levees had sunk up to two feet due to land subsidence due to groundwater extraction and in 1994 provided less than a 20 yr level of flood protection. Twenty five year later in 2021, subsidence may be greater further reducing the Bypass capacity.

In summary, while the majority of the upstream Willow Slough shed (10,600 cfs in 1994) may be conveyed by the Bypass Channel, there is at least one low north top of bank location 100+/- ft. west of the diversion that is a prime location for a significant spill north. **A spill from Willow Slough upstream of the Bypass connection is a significant environmental impact that could affect the capacity of the USC upstream of Rd. 102. The USC is the drainage conveyance for the WRTP and combined drainage flows could cause flood risk to the SLSP at Promenade Dr and upstream in the USC.**

RESPONSE TO BRUCE JACKS CORRESPONDENCE OF 7/4/2021

Summary: The commenter made a correction to a previous comment made during the comment period. Within what is identified as Comment 8c-11 for this Final EIR, the commenter revised the referenced "cumulative 125+/- ac diversion of Sheds WWR2A and WWR2B" from what was listed in the comment as 125+/- ac to 165+/- acres.

Response: See Response to Comment 8c-11. The response is unchanged based on the revisions in this correspondence.

2.2.16 CORRESPONDENCE FROM BRUCE JACKS, RECEIVED 7/22/2021:

From: Bruce Jacks <brucejacks@sbcglobal.net>
Sent: Thursday, July 22, 2021 12:07 AM
To: Erika Bumgardner <Erika.Bumgardner@cityofwoodland.org>; Brent Meyer <Brent.Meyer@cityofwoodland.org>
Cc: Ken Hiatt <Ken.Hiatt@cityofwoodland.org>; Nick Ponticello <nick.ponticello@ponticelloinc.com>
Subject: Rev. 2018 SUGA SD MP...new information + possible expanded (+1,201 add) remnant Willow Slough spill shed

Erika and Brent:

Since spring 2017, I've read the SUGA SD MP many times, and each time, something new jumps out as incorrect or something randomly occurs to me to check out. The newest issue that I feel needs to be addressed to determine impacts to the SLSP and WRTP is a possible significant omission of tributary shed to the remnant Willow Slough shed that spills north at Willow Slough / Rd. 102.

I've attached a summary of my findings and supporting exhibits for yourreview.

Respectfully,

Bruce Jacks
Woodland

July 22, 2021

Erika Bumgardner, Brent Meyer
City of Woodland Community Development
300 First St.
Woodland, CA 95695

Re: Rev. 2018 SUGA SD MP and interaction with the WRTP

Erika and Brent:

Since spring 2017, I've read the SUGA SD MP many times, and each time, something new jumps out as incorrect, or something randomly occurs to me to check out. The newest issue that I feel needs to be addressed to determine impacts to the SLSP and WRTP is a possible significant omission of tributary shed to the remnant Willow Slough shed that spills north to the South Interceptor Channel south of Rd. 25a / west of Rd. 102.

The following is a summary of my latest identified issue which dates back at least 15 years to the 2006 CoW SDFMP:

1. **Significant shed delineation errors and omissions have been memorialized by the 2006 SDFMP and the subsequent Feb. 2017 and Rev. Mar. 2018 SUGA SD MP.**
    a. **An 84+/- acre (0.13 sq. mile) shed south of Willow Slough and west of Rd. 102 was omitted from the remnant Willow Slough spill shed boundary.** B. Jacks reported this possible error (to be verified) by public comment to the WRTP Draft EIR.
    b. **An estimated 1,117+/- acre (1.75 sq. mile) shed SW of the 2018 SUGA SD MP Baseline Conditions Watersheds Fig.4 was omitted from the Baseline remnant Willow Slough shed.** I have done an independent shed analysis using historical and current USGS maps, inspection of current aerial photographs, and field verification of a 68"x43" (54" equivalent) culvert structure at SR113 / 3260+/- ft south of Rd. 27 that conveys an estimated 780−/- acres from the west to the east side of SR113. That 780−/- ac sub shed combines with 337+/- acres north of Willow Slough / west of the RR for a total 1,117+/- acres that appears to drain under the RR at a 24+/-ft RR drainage structure 1500 ft north of Willow Slough. There may be another RR drainage structure 1800 ft north of Willow Slough also. Runoff from this 1,117+/- acres appears to ultimately be routed to the remnant Willow Slough and the undersized 6'w x 4'h box culvert at Rd. 102. I understand this report of possible error must be verified.
2. **The potential total omitted shed tributary to remnant Willow Slough is 1,201+/- ac** which is a significant impact to the Baseline and Ultimate Conditions Willow Slough spill north west of Rd. 102.

If verified that these added two sheds totaling 1,201 +/- acres are tributary to the Willow Slough spill north at Rd. 102, there will be a substantial amount of time and cost to rework the SUGA SD MP. In addition, the Willow Slough spill at Rd. 102 would likely increase significantly and cause 100 yr. overtopping at the Rd. 25a / Promenade intersection.

If the added 1,201 +/- acre shed is confirmed, this is a significant example of errors and omissions that should be corrected by the city drainage consultant at no cost to the city. Verification of drainage shed boundaries is Hydrology 101 and it requires much more than analysis of aerial topography as described in the SUGA SD MP. It took me very little effort by "boots on the ground" to locate the 68"x43" culvert crossing SR113, and study other available data. I further note that Caltrans is very good with its drainage analysis and historically does not make errors in its shed delineation.

I've attached some exhibits to illustrate my findings, and am confident the city will fully investigate to confirm the field condition and impact, if any, from a design storm Willow Slough spill west of Rd. 102. As I've told the city before, I have a solution worth evaluating to reduce and possibly eliminate the Willow Slough spill north. Another benefit would be the possible elimination of the required inundation easement on the Russell property west of Rd. 102.

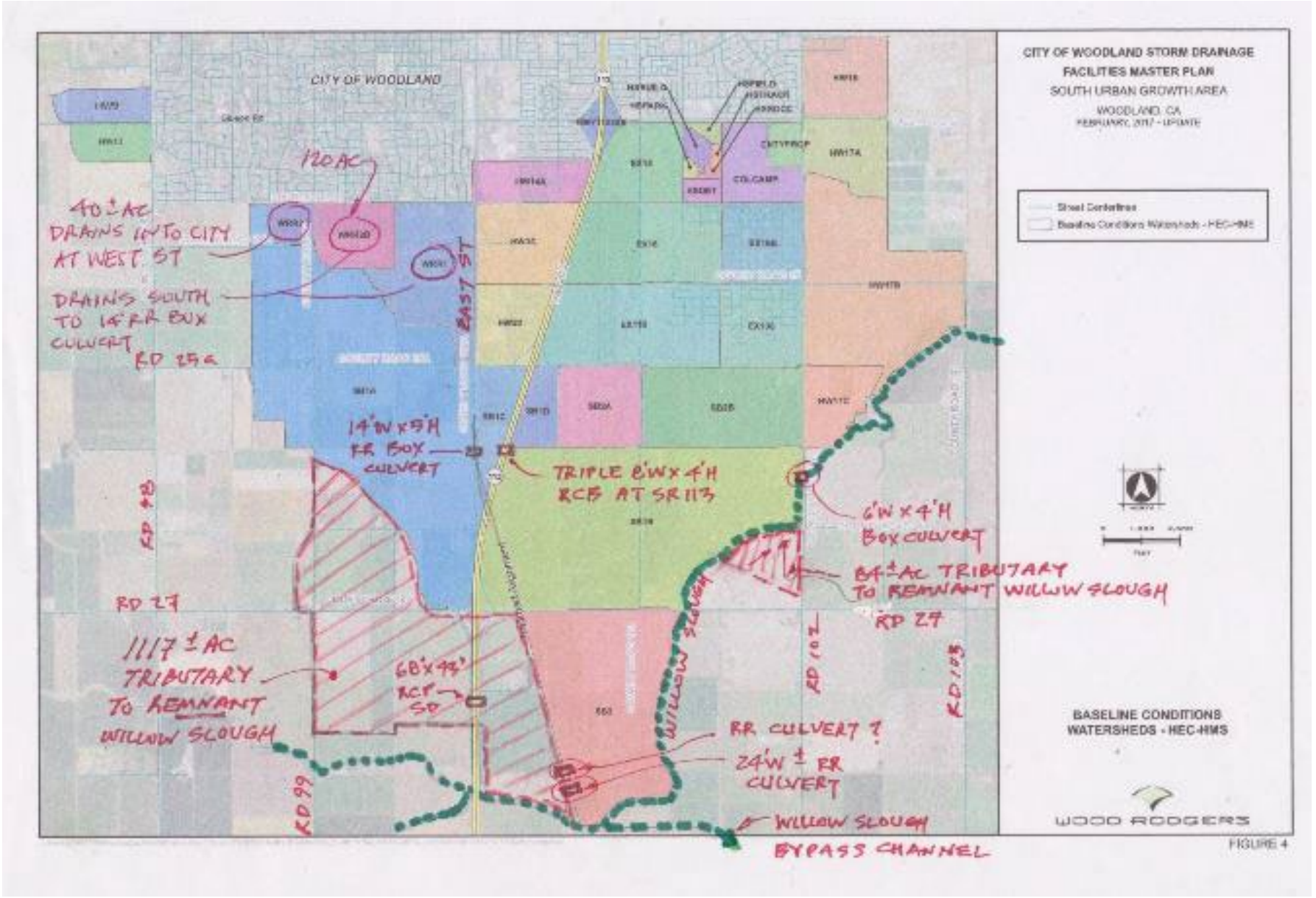
Respectfully,

Bruce Jacks

Bruce Jacks
Woodland, CA

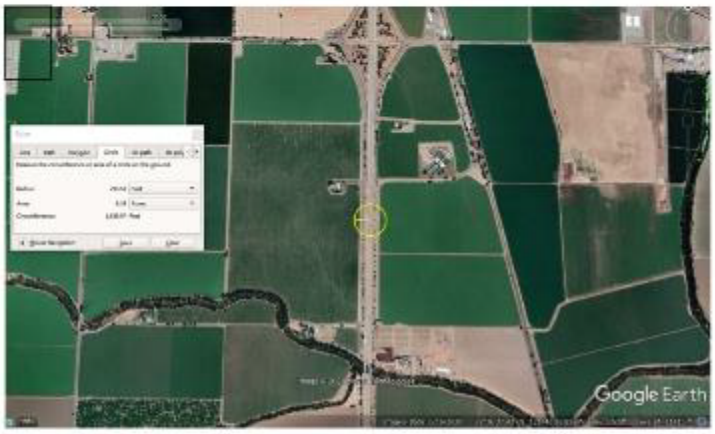
Attachments: Fig. 4 Rev. Mar. 2018 SUGA SD MP marked up to show two added shed areas totaling 1,201 +/- acres
USGS Map with 1,117+/- acre remnant Willow Slough tributary shed west of RR
Aerial photo with locations of 68"x43" culvert at SR113, 24'−/- RR culvert, and possible RR culvert
Picture of the 68"x43" SR113 culvert at the east frontage road
Aerial pics showing culvert locations at SR113 and RR for remnant Willow Slough tributary sheds

68" x 43" Culvert crossing SR113 3260+/- ft south of Rd. 27

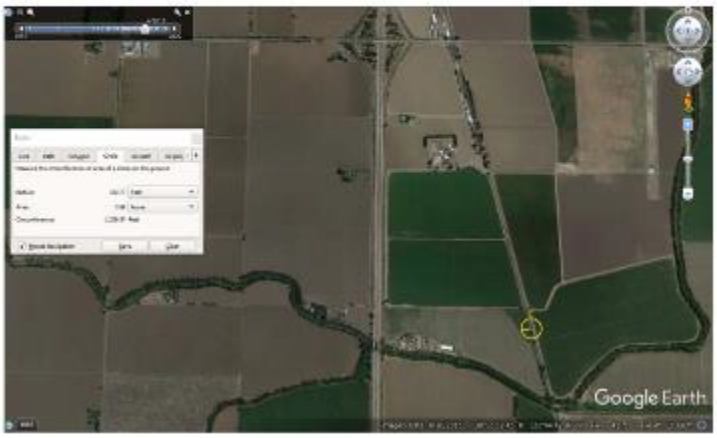

CITY OF WOODLAND
CITY OF WOODLAND STORM DRAINAGE FACILITIES MASTER PLAN
SOUTH URBAN GROWTH AREA
WOODLAND, CA
120 AC
40 ± AC DRAINS INTO CITY AT WEST ST
DRAINS SOUTH TO 14' FR BOX CULVERT
RD 25A
EAST ST
14'W x 5'H FR BOX CULVERT
TRIPLE 8'W x 4'H RCB AT SR 113
6'W x 4'H Box CULVERT
84 ± AC TRIBUTARY TO REMNANT WILLOW SLOUGH
RD 27
1117 ± AC TRIBUTARY TO REMNANT WILLOW SLOUGH
68'x42' RCP SD
RR CULVERT ?
24'W ± FR CULVERT
WILLOW SLOUGH BYPASS CHANNEL
RD 99
RD 102
RD 105
BASELINE CONDITIONS WATERSHEDS - HEC-HMS
WOOD RODGERS
FIGURE 4

Aerial photograph showing locations (yellow circles) of:

1. 68" x 43" SD crossing at SR113
2. Estimated 24 ft. wide RR culvert 1500+/- ft.north of Willow Slough
3. Location of possible culvert at RR 1800 +/- ft north of Willow Slough

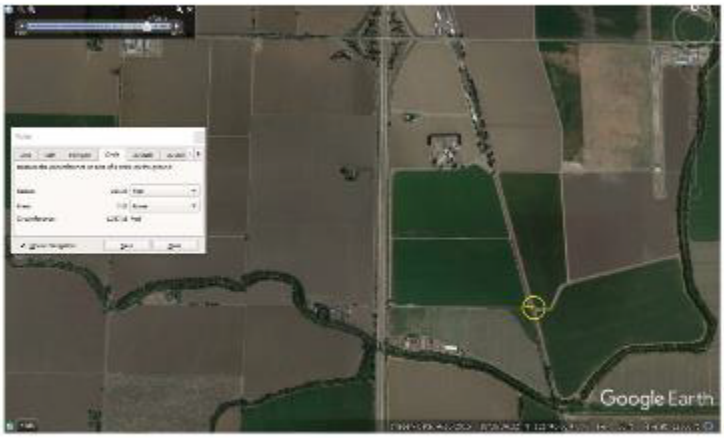


Location of 68" x 43" SD (54" SD equivalent crossing at SR113…3260+/- ft. south of Rd. 27. Note; there is an inlet over the SD pipe in the SR113 median.



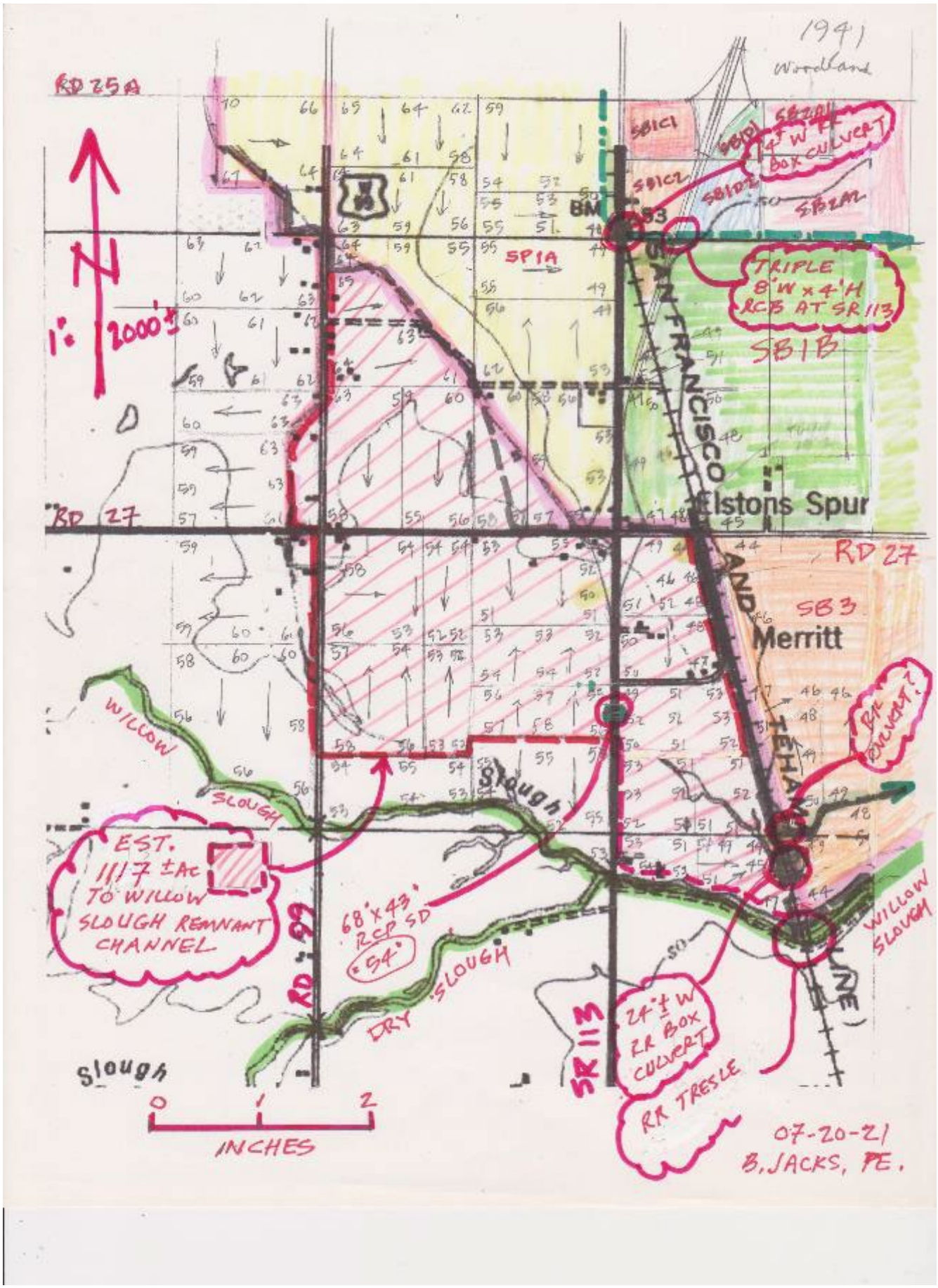
Location of 24 +/- ft. wide RR culvert 1500+/- ft NW of RR trestle at Willow Slough.

Drains estimated 1,117 acre upstream east and west of the RR and SR113 shed to remnant Willow Slough



Possible culvert crossing at RR, 1800+/- ft. north of Willow Slough

Prepared by B. Jacks for the City of Woodland 07-21-2021


1941
Woodland
RD 25A
SB1C1
SB1C2
SB1D1
SB1D2
14' W x 4' H BOX CULVERT
SB2M
SB3
SP1A
TRIPLE 8'W x 4'H RCB AT SR 113
SB1B
1" = 2000'
N
FRANCISCO
Elstons Spur
RD 27
SB3
AND
Merritt
TEHAMA
WILLOW SLOUGH
EST. 111.7 ± Ac TO WILLOW SLOUGH REMNANT CHANNEL
68"x43" RCP SD
54"
RD 99
DRY SLOUGH
SR 113
24'± W RR BOX CULVERT
RR TRESTLE
WILLOW SLOUGH
0 1 2
INCHES
07-20-21
B. JACKS, PE.

RESPONSE TO BRUCE JACKS CORRESPONDENCE OF 7/22/2021.

Summary of Comment: The commenter identified a new drainage area with a size of 1,117 acres that the commenter asserts should have been included in the Willow Slough remnant analysis.

Response: The City's consultant performed 2018 SUGA SD MP storm drain analysis using the latest (at the time of the study) LiDAR data (2008 Department of Water Resources) that produced a more accurate shed analysis than the historical and current USGS maps utilized by the commenter. Furthermore, the City's consultant conducted a field visit to examine the issues brought up by the commenter. A re-examination of the 2018 SUGA SD MP analysis along with the 2021 field visit of the area of concern (1,117+/- acres), verified that the estimated 1,117+/- acreage does not route to the Willow Slough Remnant channel. Surface runoff in the 1,117+/- acres in question generally flows in a southerly and easterly direction and does not flow northwards to influence the surface runoff in the Upper South Canal. All runoff from the 1,117+/- acres will flow under the railroad approximately 1,500 north of the main Willow Slough channel and will flow southwards along the eastern side of the railroad tracks and enter the main Willow Slough channel. Approximately 500 feet to the east of the railroad tracks, the Willow Slough flows entirely into the Willow Slough Bypass, flowing past the plug that separates the Willow Slough Remnant channel from the main Willow Slough channel. Surface flows during the rainy season from the 1,117+/- acres ends up in the Willow Slough Bypass and does not flow northwards toward the City of Woodland.

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3 ERRATA

This chapter identifies revisions to the Draft EIR. The changes are presented in the order in which they appear and identified by page number. Text deletions are shown in strikeout (~~strikeout~~) and additions are underlined (<u>underlined</u>). These edits provide clarifications or additional supportive information and do not change the analysis or conclusions of the Draft EIR.

3.1 EXECUTIVE SUMMARY

- Draft EIR page 0-7:

  The following changes to revise the total acreage of parkland included as a part of the Specific Plan:

  1. "The WRTP Specific Plan would provide for a variety of housing types and non-residential land uses, as well as parks and open space and supportive public facilities and infrastructure. As described in Section 2.3 of the WRTP Specific Plan, "Land Use Plan," and for the purpose of analysis in this EIR, at build out, the land use plan is estimated result in the development of approximately 1,600 new dwelling units, 2.2 million square feet of non-residential building space, the opportunity for up to 5,000 employees, and ~~21.8~~<u>17.6</u> acres of parks and other types of open space."

- Draft EIR page 0-11 to 0-12 and 0-23 to 0-24:

  The following changes to refine Mitigation Measures 3.3-2b and 3.11-1 are hereby made to Table ES-1 in the Executive Summary:

Table ES-1. Summary of Impacts and Mitigation Measures

Impacts	Significance before Mitigation	Mitigation Measures	Significance after Mitigation
IMPACT 3.3-2. Result in a Cumulatively Considerable Net Increase of Criteria Air Pollutant and Precursor Emissions. Construction associated with future development of the WRTP Specific Plan Area and off-site improvement areas would generate emissions of criteria air pollutants that could violate an ambient air quality standard or contribute substantially to an existing or predicted air quality violation through incremental emissions of PM and ozone precursors (ROG and NOX). Future development in the WRTP Specific Plan Area would also result in long-term emissions generated from day-to-day operational activities associated with residential and non-residential land uses. Operational emissions are anticipated to exceed YSAQMD thresholds of significance for ozone precursors, ROG, and NOX. YSAQMD	S	Mitigation Measure 3.3-2a – Implement Construction Best Management Practices. New development shall incorporate the following construction best management practices, those included in an updated set of mitigation recommendations prepared by the YSAQMD, or those determined by the City to be as effective: a. Water all active construction areas at least twice daily. b. Haul trucks shall maintain at least two feet of freeboard. c. Cover all trucks hauling soil, sand, and other loose materials. d. Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut-and-fill operations and hydroseed area. e. Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).	SU

Impacts	Significance before Mitigation	Mitigation Measures	Significance after Mitigation
recommends that all incremental emission sources be mitigated to the greatest extent possible in order to achieve and maintain ambient air quality standards. YSAQMD provides recommended construction mitigation measures for lead agencies to incorporate, to the extent feasible. WRTP Specific Plan consistency with 2035 General Plan and CAP policies would reduce potentially significant impacts, but not to a level that would be below relevant thresholds. Consistent with the findings of the 2035 General Plan and CAP EIR, the impact is considered significant.		f. Plant vegetative ground cover in disturbed areas as soon as possible. g. Cover inactive storage piles. h. Sweep streets if visible soil material is carried out from the construction site. i. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. j. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. k. Use alternative power source, such as electricity, for construction equipment or use reformulated and emulsified fuels, incorporate catalyst and filtration technologies, and generally modernize the equipment fleet with cleaner and newer engines. Mitigation Measure 3.3-2b: Construction-Related Mobile Emissions Reductions for NO_X and PM_{10} Emissions. Construction contractors shall adhere to the following requirements: a. Maintain all construction equipment properly according to manufacturer's specifications. b. Fuel all off-road and portable diesel-powered equipment with CARB-certified motor vehicle diesel fuel (non-taxed version suitable for use off-road). c. ~~Comply~~ with ~~the State On-Road Regulation by using on-road~~ For all off-road heavy-duty equipment greater than 50 horsepower, utilize equipment that meet or exceed CARB's Tier 4 Final standards for ~~on~~ off-road heavy-duty diesel engines. d. Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier 4 Final engines, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities. e. Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day. f. Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled. g. Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools,	

Impacts	Significance before Mitigation	Mitigation Measures	Significance after Mitigation
		such as saws, drills and compressors, and using electric tools whenever feasible. h. Limiting the amount of daily grading disturbance area. Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area. i. Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use. j. Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications. k. Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts. l. Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees. Mitigation Measure 3.3-2c: Require the Use of Ultra-Low VOC (10 g/L or less) Architectural Coatings for Construction-related Application Construction contractors shall be required to use architectural coatings that are ultra-low VOC (10 g/L or less) in all possible applications. These products are identified by manufacturers as "super-compliant." For construction-related applications, the product manufacturer, product name, product code, and intended use shall be identified on the construction design drawings for approval prior to the issuance of a building permit. Mitigation Measure 3.3-2d: Ban Wood-burning Stoves and Fireplaces in New Development Wood burning or pellet stoves and fireplaces shall not be permitted. Natural gas or propane fired fireplaces shall be clearly delineated on plans submitted to obtain building permits.	
3.11 Noise and Vibration **IMPACT 3.11-1. Generation of a Substantial Temporary (Construction-related)** Increase in Ambient Noise Levels in the Vicinity of the Project in Excess of Standards Established in the Local General Plan or Noise Ordinance, or Applicable Standards of Other Agencies. Future development and implementation of the WRTP Specific Plan would result in exposure of existing	S	Mitigation Measure 3.11-1– Implement Construction Noise Reduction Strategies a. Demolition, construction, site preparation, and related activities that would generate noise perceptible at the property line of the subject property are limited to the hours between 7:00 A.M. and 6:00 P.M. on Monday through Saturday and between 9:00 A.M. and 6:00 P.M. on Sunday and federal holidays. The building inspector may issue an exception to this limitation on hours in cases	SU

Impacts	Significance before Mitigation	Mitigation Measures	Significance after Mitigation
and anticipated noise sensitive land uses (if occupied during construction of the remaining properties within the WRTP Specific Plan Area) to noticeable increases from construction activities. Consistent with the findings of the 2035 General Plan and CAP EIR, this impact is considered significant**.**		of urgent necessity where the public health and safety will not be substantially impaired. b. Idling times for noise-generating equipment used in demolition, construction, site preparation, and related activities shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two (2)~~5~~ minutes. c. Where construction work is within 445 feet of properties with existing, occupied noise-sensitive uses, construction shall be prohibited on weekends and holidays and construction should start no earlier than 8 a.m. d. Where construction work is within 445-feet of an existing off-site residence, installation of continuous noise curtains shall be required between the construction site and those residences. e. Demolition, construction, site preparation, and related activities that do not involve pile driving proposed within 445 feet from the edge of properties with existing, occupied noise-sensitive uses shall incorporate all feasible strategies to reduce noise exposure for noise-sensitive uses, including: • Provide written notice to all known occupied noise-sensitive uses within 44~~00~~ feet of the edge of the project site boundary at least 2 weeks prior to the start of each construction phase of the construction schedule; • Ensure that construction equipment is properly maintained and equipped with noise control components, such as mufflers, in accordance with manufacturers' specifications; • Re-route construction equipment away from adjacent noise-sensitive uses; • Locate noisy construction equipment away from surrounding noise-sensitive uses; • Use sound aprons or temporary noise enclosures around noise-generating equipment; • Position storage of waste materials, earth, and other supplies in a manner that will function as a noise barrier for surrounding noise-sensitive uses; • Use the quietest practical type of equipment; • Use electric powered equipment instead of diesel or gasoline engine powered equipment;	

Impacts	Significance before Mitigation	Mitigation Measures	Significance after Mitigation
		• Use shrouding or shielding and intake and exhaust silencers/mufflers; and • Other effective and feasible strategies to reduce construction noise exposure for surrounding noise-sensitive uses. f. For construction of buildings that require the installation of piles, an alternative to installation of piles by hammering shall be used. This could include the use of augured holes for cast-in-place piles, installation through vibration or hydraulic insertion, or another low-noise technique.	

3.2 PROJECT DESCRIPTION

- Draft EIR page 2-7:

  The following changes to revise the total acreage of parkland included as a part of the Specific Plan:

  "The proposed WRTP Specific Plan Land Use Diagram, Exhibit 2-3, identifies land use designations as defined in Section 3.2, "Zoning Classifications," of the WRTP Specific Plan. Table 2-1 summarizes the proposed land uses. The WRTP Specific Plan would provide for a variety of housing types and non-residential land uses, as well as parks and open space and supportive public facilities and infrastructure. As described in Section 2.3 of the WRTP Specific Plan, "Land Use Plan," and for the purpose of analysis in this EIR, at build out, the land use plan is estimated result in the development of approximately 1,600 new dwelling units, 2.2 million square feet of non-residential building space, the opportunity for up to 5,000 employees, and 21.8 acres of parks and other types of open space."

- Draft EIR page 2-10:

  The following changes to revise the total acreage of parkland, as summarized in Table 2-1, included as a part of the Specific Plan:

Table 2-1. WRTP Specific Plan Land Use Program

Land Use Designation (Zone)	Land Uses	Assumed Residential Density (units / acre)	Land Area (gross acres)	Assumed Floor Area Ratio	Dwelling Units	Non-residential Square Footage[1]
Village Center Open Space (includes Pedestrian Promenade) (VCOS)4	Primarily recreation, with some commercial uses allowed.	n/a	11.6	0.5	n/a	32,000
Open Space (OS)	Parks, open spaces, and greenways primarily for the use of passive recreation and stormwater management.	n/a	6.0~~10.2~~	n/a	n/a	n/a

Land Use Designation (Zone)	Land Uses	Assumed Residential Density (units / acre)	Land Area (gross acres)	Assumed Floor Area Ratio	Dwelling Units	Non-residential Square Footage[1]
Subtotal Parks / Open Space	**n/a**	**n/a**	**17.6~~21.8~~**	**n/a**	**n/a**	**32,000**

- Draft EIR page 2-18:

  The following changes to revise the acreage reserved for a potential school site within the WRTP Specific Plan Area as part of the Specific Plan:

  "Up to a 12~~0~~-acre portion of the Medium Density Residential zone south of Parkland Avenue and east of Road B ~~at the southwest corner of Parkland Avenue and Harry Lorenzo Avenue~~ will be reserved for a potential school site."

3.3 ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

3.3.1 DRAFT EIR SECTION 3.3, AIR QUALITY

- Draft EIR page 3.3-28 in Section 3.3, Air Quality:

  Mitigation Measure 3.3-2b has been refined to clearly distinguish the requirement for the use of equipment greater than 50 horsepower to be powered with engines that meet Tier 4 Final emissions standards and to incorporate additional feasibly mitigation to further reduce construction-related emissions. Item 'c.' of Mitigation Measure 3.3-2b has been revised as such, and items 'd.' through ''l.' added to Mitigation Measure 3.3-2b:

  Mitigation Measure 3.3-2b: Construction-Related Mobile Emissions Reductions for NO_X and PM_{10} Emissions.

  Construction contractors shall adhere to the following requirements:

  [bullets 'a.' and 'b.' are not revised from the Draft EIR]

  …

  c. ~~Comply with the State On-Road Regulation by using on-road~~ For all off-road heavy-duty equipment greater than 50 horsepower, utilize equipment that meet or exceed CARB's Tier 4 Final standards for ~~on~~ off-road heavy-duty diesel engines.

  d. Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier 4 Final engines, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.

e. Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.

f. Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled.

g. Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible.

h. Limiting the amount of daily grading disturbance area. Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.

i. Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use.

j. Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.

k. Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.

l. Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.

3.3.2 DRAFT EIR SECTION 3.4, BIOLOGICAL RESOURCES

- Draft EIR page 3.4-11 in Section 3.4, Biological Resources:

Table 3.4-4 of the Draft EIR has been updated to reflect the current listing status of the tricolored blackbird, which was changed under the California Endangered Species Act since the publication of the Notice of Preparation in 2017 and drafting of the Draft EIR.

Table 3.4-4. Special-Status Wildlife Species with Potential to Occur within the WRTP Specific Plan Area and Off-site Improvement Areas

Species	Listing Status – Fed.[1]	Listing Status – State[2]	Habitat	Potential for Occurrence in the WRTP Specific Plan Area and Off-site Improvement Areas
Tricolored Blackbird* Agelaius tricolor (nesting)	_	~~C~~T, SSC	Forages in agricultural lands and grasslands; nests in marshes, riparian scrub, and other areas that support cattails or dense thickets of shrubs or herbs.	**Unlikely to nest.** There is no suitable breeding habitat in the study area or within 1,300 feet of the study area but could forage in the study area. A large, active nesting colony is documented southeast of the study area on the north side of Willow Slough, approximately 2 miles from the Specific Plan Area. There are 23 CNDDB occurrence records of this species in Yolo County.

3.3.3 DRAFT EIR SECTION 3.9, HYDROLOGY, FLOODING, AND WATER QUALITY

- Draft EIR page 3.9-13 in Section 3.9, Hydrology, Flooding, and Water Quality:

  The Methodology section has been updated to cite to the 2018 *Storm Drainage Facilities Master Plan South Urban Growth Area*, as the most current version of the plan and intended citation. The analysis throughout the section was reviewed for accuracy in the context of this 2018 plan This revision does not change the findings, conclusions, or recommendations of the Draft EIR.

3.3.4 DRAFT EIR SECTION 3.11, NOISE AND VIBRATION

- Draft EIR page 3.11-22 to 3.11-23 in Section 3.11, Noise and Vibration,

  Mitigation Measure 3.11-1 has been updated as follows to include additional feasible actions to reduce potential construction-related noise associated with future construction activities associated with implementation of the WRTP Specific Plan. One edit has also been included to clarify that the intent of the mitigation measure already included in the Draft EIR requiring written noise to all known occupied noise-sensitive uses would occur for activities within 445 feet (not 400, as inadvertently stated in the Draft EIR as a typo) of the edge of the project site boundary.

  Mitigation Measure 3.11-1– Implement Construction Noise Reduction Strategies

  a. Demolition, construction, site preparation, and related activities that would generate noise perceptible at the property line of the subject property are limited to the hours between 7:00 A.M. and 6:00 P.M. on Monday through Saturday and between 9:00 A.M. and 6:00 P.M. on Sunday and federal holidays. The building inspector may issue an exception to this limitation on hours in cases of urgent necessity where the public health and safety will not be substantially impaired.

  b. Idling times for noise-generating equipment used in demolition, construction, site preparation, and related activities shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to <u>two (2)</u>~~5~~ minutes.

  c. <u>Where construction work is within 445 feet of properties with existing, occupied noise-sensitive uses, construction shall be prohibited on weekends and holidays and construction should start no earlier than 8 a.m.</u>

  d. <u>Where non-residential construction work is within 445-feet of an existing off-site residence, installation of continuous noise curtains shall be required between the construction site and those residences.</u>

  e. Demolition, construction, site preparation, and related activities that do not involve pile driving proposed within 445 feet from the edge of properties with existing, occupied noise-sensitive uses shall incorporate all feasible strategies to reduce noise exposure for noise-sensitive uses, including:

     - Provide written notice to all known occupied noise-sensitive uses within 44<u>5</u>~~00~~ feet of the edge of the project site boundary at least 2 weeks prior to the start of each construction phase of the construction schedule;

- Ensure that construction equipment is properly maintained and equipped with noise control components, such as mufflers, in accordance with manufacturers' specifications;
- Re-route construction equipment away from adjacent noise-sensitive uses;
- Locate noisy construction equipment away from surrounding noise-sensitive uses;
- Use sound aprons or temporary noise enclosures around noise-generating equipment;
- Position storage of waste materials, earth, and other supplies in a manner that will function as a noise barrier for surrounding noise-sensitive uses;
- Use the quietest practical type of equipment;
- Use electric powered equipment instead of diesel or gasoline engine powered equipment;
- Use shrouding or shielding and intake and exhaust silencers/mufflers; and
- Other effective and feasible strategies to reduce construction noise exposure for surrounding noise-sensitive uses.

f. For construction of buildings that require the installation of piles, an alternative to installation of piles by hammering shall be used. This could include the use of augured holes for cast-in-place piles, installation through vibration or hydraulic insertion, or another low-noise technique.

3.3.5 DRAFT EIR SECTION 3.12, PUBLIC SERVICES AND RECREATION

► Draft EIR page 3.12-4 in Section 3.12, Public Services and Recreation:

Table 3.12-2 has been revised to reflect updated data from the Woodland Joint Unified School District Annual Enrollment Projection Report supporting documentation regarding enrollment and capacity (DecisionInsight 2021), and the description of what is shown in Table 3.12-2 has been revised as follows to fix a typo and reflect the intended wording and what is actually contained in Table 3.12-2:

"Table 3.12-2 shows ~~2019-2020~~2022-2023 enrollment, ~~design~~ District capacity, and estimated remaining capacity for each school. As shown on Table 3.12-2, these schools are currently operating below design capacity."

Table 3.12-2. Woodland Joint Unified School District Enrollment, ~~2019-2020~~2022-2023

School Name	Grade	Enrollment	~~District~~ Capacity [b]	Estimated Remaining Capacity
Spring Lake Elementary School	TK-~~4~~[a]6	~~236~~346	~~472~~400	~~312 (472)~~[b]54
Tafoya Elementary School	TK-6	~~794~~784	~~1,120~~937	~~324~~153
Woodland Prairie Elementary School	TK-6	~~754~~755	~~960~~770	~~200~~15
Douglass Middle School	7-8	~~850~~808	~~1,312~~1,283	~~433~~475

School Name	Grade	Enrollment	~~District~~ Capacity [b]	Estimated Remaining Capacity
Pioneer High School	9-12	~~1,541~~1,635	~~2,304~~1,817	~~760~~182

Note: Student enrollment in the District changes daily as more students enroll and others leave; therefore, this information does not necessarily reflect exact current enrollment.

~~[a] When construction is fully complete, Spring Lake Elementary School will serve grades transitional kindergarten through sixth grade.~~

~~[b] Capacity shown for Spring Lake Elementary School includes current capacity with Phase 1 of construction complete, as well as increased capacity when construction is fully complete, anticipated for the year 2021.~~

~~Source: California Department of Education 2020, City of Woodland 2016~~Woodland Joint Unified School District 2023; DecisionInsite 2021

- Draft EIR page 3.12-16 in Section 3.12, Public Services and Recreation:

  The text has been updated as follows to reflect the updated enrollment and capacity data, as noted above, from DecisionInsight 2021:

  The WRTP Specific Plan Land Use Plan provides for a new elementary school in the area zoned for medium density residential, south of Parkland Avenue and east of Road B, should it be determined necessary by the WUJSD to support the anticipated student yield from development within the WRTP Specific Plan Area. Should residential development occur within the WRTP Specific Plan Area prior to the construction of this school, students within the WRTP Specific Plan Area would attend Spring Lake Elementary School, Tafoya Elementary School, Woodland Prairie Elementary School, Douglass Middle School, and Pioneer High School. As shown in Table 3.12-2, these schools are ~~substantially~~ below capacity. Furthermore, projections through 2030 indicate that, with 2,800 new residential units becoming occupied and generating growth in the number of students districtwide, Tafoya Elementary School, Douglass Middle School, and Pioneer High School all maintain capacity, indicating ~~and it is likely~~ that the nearby existing schools could accommodate all anticipated elementary school, middle school, and high school students at build out of the WRTP Specific Plan Area (DecisionInsight 2021).

- Draft EIR page 3.12-17 in Section 3.12, Public Services and Recreation:

  The total park acreage provided by the Specific Plan, as summarized in Table 3.12-6, has been revised:

Table 3.12-6. WRTP Specific Plan Parkland Acreage Calculations

Projected Residential Population	City of Woodland 2035 General Plan Standard (6 acres per 1,000 residents)	Total Proposed Parkland (acres)	Total Surplus (+) or Deficit (-) of Parkland Acreage Compared with Requirement
4,386	26.3	~~21.8~~17.6	-8.74~~.5~~

- Draft EIR page 3.12-18 in Section 3.12, Public Services and Recreation:

  The total park acreage provided by the Specific Plan has been revised:

  > "The WRTP Specific Plan would provide a total of ~~21.8~~17.6 acres of parks and open space for the use of new residents, visitors, and employees in the WRTP Specific Plan Area."

4 REFERENCES

California Air Resources Board. 2005 (April). *Air Quality and Land Use Handbook: A Community Health Perspective.*

_____. 2017. Technical Advisory: Strategies to Reduce Air Pollution Exposure Near High-Volume Roadways. Available: https://www.arb.ca.gov/ch/rd_technical_advisory_final.PDF. Accessed: May 1, 2018.

CDFW. See California Department of Fish and Wildlife

California Department of Transportation. 2018 (August). *Standard Plans and Specifications.* Available: https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications. Accessed August 27, 2020.

California Department of Transportation. 2020 (July). *Highway Design Manual.* Available: https://dot.ca.gov/programs/design/manual-highway-design-manual-hdm. Accessed August 27, 2020.

Caltrans. *See* California Department of Transportation.

ARB. *See* California Air Resources Board.

California Department of Fish and Wildlife. 2012 (May). Staff Report on Burrowing Owl Mitigation. State of California Natural Resources Agency. Sacramento, CA.

City of Woodland. 2006b (April). *Technical Guidance Manual for Stormwater Quality Control Measures.* Available: http://www.cityofwoodland.org/DocumentCenter/View/590/Technical-Guidance-Manual-for-Storm-Water-PDF. Accessed June 6, 2018.

———. 2015. *Post-Construction Standards Plan: A Guidance Document on Storm Water Post-Construction Design Measures for Developers and Plan Checkers*. Available: http://www.cityofwoodland.org/DocumentCenter/View/1006/Post-Construction-Standard-Plan-PDF. Accessed June 5, 2018.

———. 2016a (August). *Engineering Standards: Design Standards, Standard Details and Construction Specifications*. Available: http://www.cityofwoodland.org/DocumentCenter/View/1082/2016-Engineering-Standards-PDF. Accessed May 31, 2018.

———. 2018. *City of Woodland Update to: Storm Drainage Facilities Master Plan South Urban Growth Area.* Prepared by: Wood Rodgers. Yolo County, CA.

———. 2017 (May). *City of Woodland General Plan Update 2035*. Prepared by: Dyett & Bhatia. Available: http://www.cityofwoodland.org/563/General-Plan-2035. Accessed May 31, 2018.

———. 2020a (May). *Woodland Research and Technology Park Storm Drainage Review Technical Memorandum*. Prepared by: Wood Rodgers. Sacramento, CA.

———. 2021. Engineering Standards: Design Standards, Standard Details and Construction Specifications

Cunningham Engineering Corporation. 2023. Revised Technical Memorandum—Woodland Research and Technology Park Stormwater Management. Prepared for: City of Woodland. Davis, CA.

City of Woodland. 2018. *City of Woodland Update to: Storm Drainage Facilities Master Plan South Urban Growth Area.* Prepared by: Wood Rodgers. Yolo County, CA.

DecisionInsite 2021. Annual Enrollment Projection Report. Prepared for Woodland Joint Unified School District. Irvine, CA.

Wood Rogers. 2022. Farmer Central Drainage (10-year) and Woodland Research and Technical Park Development Triggers. Prepared for City of Woodland.

Fehr & Peers. 2021. Woodland Research & Technolocy Park Transportation Impact Study. Prepared for the City of Woodland. March 2021. Woodland, CA.

OEHHA. *See* Office of Environmental Health Hazard Assessment

Office of Environmental Health Hazard Assessment. 2015 (February). *Air Toxics Hot Spots Program: Risk Assessment Guidelines – Guidance Manual for Preparation of Health Risk Assessments.* Available at http://oehha.ca.gov/air/crnr/notice-adoption-air-toxics-hot-spots-program-guidance-manual-preparation-health-risk-0. Accessed on November 2017.

PCAPCD. *See* Placer County Air Pollution Control District.

Placer County Air Pollution Control District. 2017. Placer County Air Pollution Control District California Environmental Quality Act (CEQA) Handbook. Available at https://www.placer.ca.gov/1801/CEQA-Handbook. Accessed February 2020.

Sacramento Metropolitan Air Quality Management District. 2011 (March). Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways: Version 2.4.

San Joaquin Valley Air Pollution Control District. 2015. SJVAPCD Guidance for Assessing and Mitigating Air Quality Impacts. Available: https://www.valleyair.org/transportation/GAMAQI-2015/FINAL-DRAFT-GAMAQI.PDF. Accessed August 2020.

SJVAPCD. *See* San Joaquin Valley Air Pollution Control District.

SMAQMD. *See* Sacramento Metropolitan Air Quality Management District.

Yolo-Solano County Air Quality Management District. 2007. Handbook for Assessing and Mitigating Air Quality Impacts. Adopted July 11, 2007. Available at http://www.ysaqmd.org/wp-content/uploads/2016/06/CEQAHandbook2007.pdf. Accessed March 2018.

YSAQMD. *See* Yolo-Solano County Air Quality Management District.

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APPENDIX A

Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program
Woodland Research & Technology Park Specific Plan

State Clearinghouse #2017062042

August 2023

CITY OF WOODLAND CALIFORNIA

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MITIGATION MONITORING AND REPORTING PROGRAM

CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENT

Where a California Environmental Quality Act (CEQA) document has identified significant environmental effects, Public Resources Code Section 21081.6 requires adoption of a "reporting or monitoring program for the changes to the project which it has adopted or made a condition of a project approval to mitigate or avoid significant effects on the environment."

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared to provide for the monitoring of mitigation measures required of the Woodland Research & Technology Park (WRTP) Specific Plan (proposed project), as set forth in the Final Environmental Impact Report (EIR).

The City of Woodland (City) is the Lead Agency that must adopt the MMRP for development and operation of the project. This report will be kept on file with the City of Woodland at the Woodland Community Development Department, 300 First Street, Woodland, CA 95695.

The CEQA Statutes and Guidelines provide direction for clarifying and managing the complex relationships between a lead agency and other agencies with implementing and monitoring mitigation measures. In accordance with CEQA Guidelines Section 15097(d), "each agency has the discretion to choose its own approach to monitoring or reporting; and each agency has its own special expertise." This discretion will be exercised by implementing agencies at the time they undertake any of portion of the project, as identified in the EIR.

PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

The intent of the MMRP is to ensure the effective implementation and enforcement of adopted mitigation measures. The MMRP is intended to be used by City staff and others responsible for project implementation.

This document identifies the individual mitigation measures, the party responsible for monitoring implementation of the measure, the timing of implementation, and space to confirm implementation of the mitigation measures.

ROLES AND RESPONSIBILITIES

The City of Woodland will oversee monitoring and documenting the implementation of mitigation measures. The City or its construction contractor is responsible for fully understanding and effectively implementing all of the mitigation measures contained within this MMRP. Certain mitigation measures also will require that the applicant coordinate or consult with one or more other public agencies in implementing mitigation measures specified herein.

CHANGES TO MITIGATION MEASURES

Any substantive change in the MMRP is required to be reported in writing. Modifications to the mitigation measures may be made by the City, subject to one of the following findings, and documented by evidence included in the public record:

a. The mitigation measure included in the Final EIR and the MMRP is no longer required because the significant environmental impact identified in the Final EIR has been found not to exist, or to occur at a level which makes

the impact less than significant as a result of changes in the project, changes in environment conditions, or other factors.

OR,

b. The modified or substitute mitigation measure provides a level of environmental protection equal to, or greater than that afforded by the mitigation measure included in the Final EIR and the MMRP; and,

c. The modified or substitute mitigation measure or measures do not have significant adverse effects on the environment in addition to, or greater than those which were considered by the responsible hearing parties in their decisions on the Final EIR and the proposed project; and,

d. The modified or substitute mitigation measures are feasible, and the City, through measures included in the MMRP or other City procedures, can ensure implementation.

SUPPORT DOCUMENTATION

Findings and related documentation supporting the findings involving modifications to mitigation measures shall be maintained in the project file with this MMRP and shall be made available to the public upon request.

This MMRP will be kept on file at:

City of Woodland
Woodland Community Development Department
300 First Street
Woodland, CA 95695
(530) 661-5820

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
3.3 Air Quality **IMPACT 3.3-1.** Conflict with or Obstruct Implementation of the Applicable Air Quality Plan.	**Mitigation Measure 3.3-1a – Implement Mitigation Measures 3.3-2a through 3.3-2d**	**Implementation:** Project applicant(s) and construction contractor(s). **Timing:** Prior to construction activities and prior to issuance of a building permit (only for Mitigation Measure 3.3-2d).		
3.3 Air Quality **IMPACT 3.3-2.** Result in a Cumulatively Considerable Net Increase of Criteria Air Pollutant and Precursor Emissions.	**Mitigation Measure 3.3-2a – Implement Construction Best Management Practices.** New development shall incorporate the following construction best management practices, those included in an updated set of mitigation recommendations prepared by the YSAQMD [Yolo Solano Air Quality Management District], or those determined by the City to be as effective: a. Water all active construction areas at least twice daily. b. Haul trucks shall maintain at least two feet of freeboard. c. Cover all trucks hauling soil, sand, and other loose materials. d. Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut-and-fill operations and hydroseed area. e. Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days). f. Plant vegetative ground cover in disturbed areas as soon as possible. g. Cover inactive storage piles. h. Sweep streets if visible soil material is carried out from the construction site. i. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. j. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum.	**Implementation:** Project applicant(s) and construction contractor(s). **Timing**: During construction activities.		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	k. Use alternative power source, such as electricity, for construction equipment or use reformulated and emulsified fuels, incorporate catalyst and filtration technologies, and generally modernize the equipment fleet with cleaner and newer engines.			
3.3 Air Quality IMPACT 3.3-2. (Continued) Result in a Cumulatively Considerable Net Increase of Criteria Air Pollutant and Precursor Emissions.	**Mitigation Measure 3.3-2b: Construction-Related Mobile Emissions Reductions for NO_x and PM_{10} Emissions.** Construction contractors shall adhere to the following requirements: a. Maintain all construction equipment properly according to manufacturer's specifications. b. Fuel all off-road and portable diesel-powered equipment with CARB [California Air Resources Board]-certified motor vehicle diesel fuel (non-taxed version suitable for use off-road). c. For all off-road heavy-duty equipment greater than 50 horsepower, utilize equipment that meet or exceed CARB Tier 4 Final standards for off-road heavy-duty diesel engines. d. Requiring off-road construction equipment to be zero-emission, where available, and all diesel-fueled off-road construction equipment, to be equipped with CARB Tier 4 Final engines, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities. e. Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day. f. Requiring on-road heavy-duty haul trucks to be model year 2010 or newer if diesel-fueled. g. Providing electrical hook ups to the power grid, rather than use of diesel-fueled generators, for electric construction tools, such as saws, drills and compressors, and using electric tools whenever feasible. h. Limiting the amount of daily grading disturbance area. Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area. i. Forbidding trucks from idling for more than two minutes and requiring operators to turn off engines when not in use. j. Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications. k. Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.	**Implementation:** Project applicant(s) and construction contractor(s). **Timing**: During construction activities.		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	l. Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.			
3.3 Air Quality IMPACT 3.3-2. (Continued) Result in a Cumulatively Considerable Net Increase of Criteria Air Pollutant and Precursor Emissions.	**Mitigation Measure 3.3-2c: Require the Use of Ultra-Low VOC (10 g/L [grams per liter] or less) Architectural Coatings for Construction-related Application.** Construction contractors shall be required to use architectural coatings that are ultra-low VOC (10 g/L or less) in all possible applications. These products are identified by manufacturers as "super-compliant." For construction-related applications, the product manufacturer, product name, product code, and intended use shall be identified on the construction design drawings for approval prior to the issuance of a building permit.	**Implementation**: Project applicant(s) and construction contractor(s). **Timing**: During construction activities.		
3.3 Air Quality IMPACT 3.3-2. (Continued) Result in a Cumulatively Considerable Net Increase of Criteria Air Pollutant and Precursor Emissions.	**Mitigation Measure 3.3-2d: Ban Wood-burning Stoves and Fireplaces in New Development.** Wood burning or pellet stoves and fireplaces shall not be permitted. Natural gas or propane fired fireplaces shall be clearly delineated on plans submitted to obtain building permits.	**Implementation**: Leaseholder(s) and developer(s). **Timing**: Demonstrate compliance prior to issuance of building permit.		
3.3 Air Quality IMPACT 3.3-3. Expose Sensitive Receptors to Substantial Pollutant Concentrations.	**Mitigation Measure 3.3-3a: Implement Mitigation Measure 3.3-2b - Construction-Related Mobile Emissions Reductions for NO_X and PM_{10} emissions.**	**Implementation**: Project applicant(s) and contractor(s). **Timing**: During construction activities.		
3.3 Air Quality IMPACT 3.3-3. (Continued) Expose Sensitive Receptors to Substantial Pollutant Concentrations.	**Mitigation Measure 3.3-3b: Implement Guidelines in the California Air Resources Board's Air Quality and Land Use Handbook: A Community Health Perspective, and subsequent Technical Advisory.** New development that would result in substantial TAC [toxic air contaminant] emissions directly or indirectly (e.g., industrial sources) or that would expose sensitive receptors to substantial TAC concentrations (e.g., residential land uses located near existing TAC sources) shall implement CARB's [2005] Air Quality and Land Use Handbook: A Community Health Perspective (Handbook) guidance concerning land use compatibility	**Implementation**: Leaseholder(s) and developer(s). **Timing**: Demonstrate compliance prior to issuance of a grading permit.		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	with regard to sources of TAC emissions, or CARB guidance as it may be updated in the future.			
3.3 Air Quality **IMPACT 3.3-3.** (Continued) Expose Sensitive Receptors to Substantial Pollutant Concentrations.	**Mitigation Measure 3.3-3c: Conduct Project-Level Analysis and Implement Mitigation for Sources of TACs.** For projects with the potential to generate substantial TAC emissions or expose sensitive receptors to substantial TAC pollutant concentrations, the City will require a site-specific analysis for construction and/or operational activities, and appropriate mitigation, as necessary, to ensure that sensitive receptors are not exposed to substantial pollutant concentrations. In communication with the YSAQMD, the City will require, if necessary, a site-specific analysis for operational activities to determine whether health risks attributable to future proposed projects in relation to proposed, planned, and/or existing sensitive receptors would exceed applicable thresholds of significance. Site-specific analysis may include screen level analysis, dispersion modeling, and/or a health risk assessment, consistent with applicable guidance from the YSAQMD. Analyses shall take into account regulatory requirements for proposed uses. The City will require the project applicant(s) to identify and implement feasible mitigation measures to reduce any potentially significant effect and communicate with the YSAQMD to identify measures to reduce exposure of sensitive receptors to substantial pollutant concentrations to levels consistent with thresholds recommended by the YSAQMD applicable at the time the project is proposed. If the YSAQMD does not have applicable thresholds at the time of this analysis, the thresholds will be a probability of contracting cancer for the Maximally Exposed Individual equal to 10.0 in a million or more attributable to the project, or a non-cancer risk of 1.0 Hazard Index (chronic or acute) or more attributable to the project. If the project would exceed applicable thresholds recommended by the YSAQMD or the substitute thresholds outlined above, mitigation will be required to reduce the impact to a less-than-significant level. Agreed upon feasible mitigation actions shall be documented as a project condition of approval. If the results of analysis for the operational activities of any future development project within the WRTP Specific Plan Area determine that the performance standard for this mitigation would be exceeded, actions shall be taken to reduce potential operational impacts which may include, but not necessarily be limited to: • locating air intakes and designing windows to reduce particulate matter exposure by, for example, not allowing windows facing the source to open; • providing electrification hook-ups for TRUs to avoid diesel-fueled TRUs continuing to operate at loading docks during loading and unloading operations; • requiring the TAC-generating activity (e.g., loading docks) be located away from sensitive receptors;	**Implementation**: *For Construction:* Project applicant(s) and contractor(s). *For* Operations*:* Leaseholder(s) and developer(s). **Timing**: *For Construction:* Prior to and during construction. *For Operations:* Demonstrate compliance with design features prior to issuance of a grading permit. Demonstrate compliance with operational ongoing operational actions prior to issuance of a building permit and maintain and provide records of compliance for operational-related measures throughout operations.		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	• incorporating exhaust emission controls on mobile and/or stationary sources (e.g., filters, oxidizers); • develop and implement a dock management system at the time of occupancy to minimize on-site idling below regulatory limits; • require all on-site user owned and operated trucks with transportation refrigeration units to be capable of plugging into power at loading docks and require plug-in when at the loading dock; • utilize on-site cargo and material handling equipment that is the lowest emitting equipment available at the time of occupancy; • evaluate the potential to electrify a portion of entirety of an on-site user-owned and operated truck fleet; • evaluate the potential to consolidate delivery or haul truck trips to increase the load and decrease vehicle trips; • provide building air filtration units with a Minimum Efficiency Reporting Value (MERV) that is adequate to address adjacent sensitive land uses according to performance standards of this mitigation measure; • ensure adequate distance between existing and planned sensitive receptors and gasoline dispensing facilities, based on the proposed size and design of any gasoline-dispensing facilities; • utilize vegetated buffers between substantial TAC-generating source locations and sensitive receptors. If analysis demonstrates that construction activities associated with development of on-site WRTP Specific Plan land uses or off-site improvement components would exceed the performance standards identified in this mitigation measure, actions shall be taken to reduce potential construction-related impacts which may include, but not necessarily be limited to: • installing diesel particulate filters or implementing other CARB-verified diesel emission control strategies on all construction equipment to reduce diesel PM emissions; • using equipment during time when receptors are not present (e.g., when school is not in session or during non-school hours, or when office buildings are unoccupied); • establishing staging areas for the construction equipment that are as far as possible from sensitive receptors; • rerouting construction trucks away from congested streets or sensitive receptor areas; • communicating requirements through daily kick-off meetings and signage that off-road diesel equipment operators shut down their engines rather than idle for more than five minutes;			

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	• documenting that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation; • establishing an electrical supply to the construction site and use electric-powered equipment instead of diesel-powered equipment or generators, where feasible; • using haul trucks with on-road engines instead of off-road engines; • equipping nearby buildings with High Efficiency Particle Arresting (HEPA) filters systems at all mechanical air intake points to the building to reduce the levels of diesel PM that enter buildings; • planning construction phasing so that future construction activities continue to move further away from occupied land uses; and • planning construction phasing to complete mass site grading, which typically generates the largest portion of diesel PM emissions, prior to occupancy of the project site.			
3.3 Air Quality **IMPACT 3.3-4.** Generation of Other Emissions (Such as Those Leading to Odors) Adversely Affecting a Substantial Number of People.	**Mitigation Measure 3.3-4: Reduce Exposure of Sensitive Receptors to Odorous Emissions.** The City of Woodland shall require, as part of plans for development within the WRTP Specific Plan Area, the implementation of strategies to avoid exposure of sensitive receptors to objectionable odors: a. Project applicant(s) for residential development in areas adjacent to ongoing agricultural operations shall include a disclosure clause advising buyers and tenants of the potential adverse odor impacts in the deeds to all residential properties. Residential subdivisions shall provide notification to buyers in writing of odors associated with existing dairies, agricultural burning, and decay of agricultural waste. b. For existing odor-producing sources, sensitive receptors shall be sited as far away as possible from the existing sources. c. For new project-generated odor-producing sources, sensitive receptors shall be sited as far away as possible from the new sources. d. Apply SMAQMD [Sacramento Metropolitan Air Quality Management District] Recommended Odor Screening Distances in the siting of land uses. e. As an alternative to these buffer distances, indoor air filtration systems could be implemented to reduce exposure to odors. For odor-producing sources, activities would be maintained within ad enclosed space and appropriate air filtration systems would be implemented to reduce odors expelled from the building. For developments that would host sensitive receptors, design would include air site layout, landscaping, and indoor air filtration systems to minimize exposure to odors.	**Implementation**: Project applicant(s). **Timing**: Demonstrate compliance prior to issuance of a building permit.		
3.4 Biological Resources	Mitigation for impacts to nesting common raptors is included under Mitigation Measure 3.4-2a (Avoid Direct Loss of Protected Bird Nests).	**Implementation**:		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
IMPACT 3.4-1. Impacts on Special-Status Species: Swainson's Hawk, White-tailed Kite, and Burrowing Owl.	**Mitigation Measure 3.4-1a: Minimize Take and Adverse Effects on Habitat of Swainson's Hawk and White-Tailed Kite** a. In accordance with AMM [Avoidance and Minimization Measure] 16 of the Yolo HCP/NCCP [Habitat Conservation Plan / Natural Community Conservation Plan], the City will require project proponent/s to retain a qualified biologist to conduct species-specific surveys and identify any nesting habitat present within 1,320 feet of the footprint of a proposed project, prior to any ground disturbing activities necessary to implement proposed development and infrastructure projects. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. b. If a construction project cannot avoid potential nest trees (as determined by the qualified biologist) by 1,320 feet, the City will require project proponent/s to retain a qualified biologist to conduct preconstruction surveys for active nests consistent with guidelines provided by the Swainson's Hawk Technical Advisory Committee (2000), between March 1 and August 30, within 15 days prior to the beginning of the construction activity. The results of the survey will be submitted to the Yolo Habitat Conservancy and CDFW [California Department of Fish and Wildlife]. If active nests are found during preconstruction surveys, a 1,320-foot initial temporary nest disturbance buffer shall be established. If project-related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, then the qualified biologist will monitor the nest and will, along with the City, consult with CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be allowed only to proceed within the temporary nest disturbance buffer if Swainson's hawk or white-tailed kite are not exhibiting agitated behavior, such as defensive flights at intruders, getting up from a brooding position, or flying off the nest, and only with the agreement of CDFW. The designated on-site biologist/monitor shall be on-site daily while construction-related activities are taking place within the 1,320-foot buffer and shall have the authority to stop work if raptors are exhibiting agitated behavior. Up to 20 Swainson's hawk nest trees (documented nesting within the last 5 years) may be removed during the permit term, but they must be removed when not occupied by Swainson's hawks. c. For covered activities that involve pruning or removal of a potential Swainson's hawk or white-tailed kite nest tree, the City will require project proponent/s to conduct preconstruction surveys that are consistent with the guidelines provided by the Swainson's Hawk Technical Advisory Committee (2000). If active nests are found during preconstruction surveys, no tree pruning or removal of the nest tree will occur during the period between March 1 and August 30 within 1,320 feet of an active nest, unless a qualified biologist determines that the young have fledged and the nest is no longer active.	Project applicant(s) and contractor(s). **Timing**: Prior to and during construction activities.		

<table>
<tr><th>Impact</th><th>Mitigation Measure</th><th>Implementation Responsibility/Timing</th><th>Compliance Verification</th><th>Date Completed</th></tr>
<tr><td>3.4 Biological Resources
IMPACT 3.4-1. (Continued)
Impacts on Special-Status Species: Swainson’s Hawk, White-tailed Kite, and Burrowing Owl.</td><td>Mitigation Measure 3.4-1b: Comply with Yolo HCP/NCCP Requirements for Compensation for Loss of Swainson’s Hawk Foraging Habitat
Before any ground-disturbing activities, the City will require project proponent/s to identify and quantify (in acres) Swainson’s hawk habitat (as defined in the Yolo County HCP/NCCP Appendix A, Covered Species Accounts [Yolo HCP/NCCP 2018]) in and within 1,320 feet of a project footprint. The City will require project proponent/s to submit the Yolo HCP/NCCP Application Form for non-member agency projects and Member Agency Reporting Form for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form.</td><td>Implementation:
Project applicant(s) and contractor(s).
Timing:
Prior to and during construction activities.</td><td></td><td></td></tr>
<tr><td>3.4 Biological Resources
IMPACT 3.4-1. (Continued)
Impacts on Special-Status Species: Swainson’s Hawk, White-tailed Kite, and Burrowing Owl.</td><td>Mitigation Measure 3.4-1c: Minimize Take and Adverse Effects on Western Burrowing Owl
Suitable habitat for the western burrowing owl is present within the WRTP Specific Plan Area and the Caltrans off-site improvement area. There is no suitable habitat for burrowing owl in the South Regional Pond off-site improvement area. In accordance with AMM18 of the Yolo HCP/NCCP, the City will require project proponent/s to retain a qualified biologist to conduct species-specific surveys within 30-days but no less than 14 days prior to any ground disturbing activities necessary to implement proposed development and infrastructure projects, consistent with Appendix L of the Yolo HCP/NCCP, which follows CDFW guidelines.
If burrowing owls are identified during the species-specific pre-project survey, the City will require project proponent/s to minimize activities that will affect occupied habitat, as follows. Occupied habitat is considered fully avoided if the project footprint does not impinge on a non-disturbance buffer around the suitable burrow. For occupied burrowing owl nest burrows, this non-disturbance buffer could range from 150 to 1,500 feet (Table 4-2 of the Yolo HCP/NCCP, Recommended Restricted Activity Dates and Setback Distances by Level of Disturbance for Burrowing Owls), depending on the time of year and the level of disturbance, based on current guidelines. A copy of this table is provided below in Section 3.4 of this EIR, as Table 3.4-8.
Table 3.4-8. Recommended Restricted Activity Dates and Setback Distances by Level of Disturbance for Burrowing Owls (Yolo HCP/NCCP 2018)
<table>
<tr><th>Time of Year</th><th>Low (Feet)</th><th>Medium (Feet)</th><th>High (Feet)</th></tr>
<tr><td>April 1 – April 15</td><td>600</td><td>1,500</td><td>1,500</td></tr>
<tr><td>August 16 – October 15</td><td>600</td><td>600</td><td>1,500</td></tr>
<tr><td>October 16 – March 31</td><td>150</td><td>300</td><td>1,500</td></tr>
</table>
Source: Yolo Habitat Conservancy 2018</td><td>Implementation:
Project applicant(s) and contractor(s).
Timing:
Prior to and during construction activities.</td><td></td><td></td></tr>
</table>

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	The Yolo HCP/NCCP generally defines low, medium, and high levels of disturbances of burrowing owls as follows. • Low: Typically 71-80 dB, generally characterized by the presence of passenger vehicles, small gas-powered engines (e.g., lawn mowers, small chain saws, portable generators), and high tension power lines. Includes electric hand tools (except circular saws, impact wrenches and similar). Management and enhancement activities would typically fall under this category. Human activity in the immediate vicinity of burrowing owls would also constitute a low level of disturbance, regardless of the noise levels. • Moderate: Typically 81-90 dB, and would include medium- and large-sized construction equipment, such as backhoes, front end loaders, large pumps and generators, road graders, dozers, dump trucks, drill rigs, and other moderate to large diesel engines. Also includes power saws, large chainsaws, pneumatic drills and impact wrenches, and large gasoline-powered tools. Construction activities would normally fall under this category. • High: Typically 91-100 dB, and is generally characterized by impacting devices, jackhammers, compression ("jake") brakes on large trucks, and trains. This category includes both vibratory and impact pile drivers (smaller steel or wood piles) such as used to install piles and guard rails, and large pneumatic tools such as chipping machines. It may also include large diesel and gasoline engines, especially if in concert with other impacting devices. Felling of large trees (defined as dominant or subdominant trees in mature forests), truck horns, yarding tower whistles, and muffled or underground explosives are also included. Very few covered activities are expected to fall under this category, but some construction activities may result in this level of disturbance. In accordance with AMM18 of the Yolo HCP/NCCP, the project proponent may qualify for a reduced buffer size, based on existing vegetation, human development, and land use, if agreed upon by CDFW and USFWS (Yolo Habitat Conservancy 2018). If the project does not fully avoid direct and indirect effects on nesting sites (i.e., if the project cannot adhere to the buffers described above), the City will require the project proponent/s to retain a qualified biologist to conduct preconstruction surveys and document the presence or absence of western burrowing owls that could be affected by the covered activity. Prior to any ground disturbance related to covered activities, the qualified biologist will conduct the preconstruction surveys within three days prior to ground disturbance in areas identified in the planning-level surveys carried out in preparation of this EIR as having suitable burrowing owl burrows, consistent with CDFW preconstruction survey guidelines (Appendix L of the Yolo HCP/NCCP, *Take Avoidance Surveys*) (Yolo Habitat Conservancy 2018). The qualified biologist will			

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	conduct the preconstruction surveys three days prior to ground disturbance. Time lapses between ground disturbing activities will trigger subsequent surveys prior to ground disturbance. If the biologist finds the site to be occupied by western burrowing owls during the breeding season (February 1 to August 31), the City will require project proponent/s to avoid all nest sites, based on the buffer distances described above, during the remainder of the breeding season or while the nest is occupied by adults or young (occupation includes individuals or family groups that forage on or near the site following fledging; occupancy of burrowing owl habitat during preconstruction surveys is confirmed at a site when at least one burrowing owl or sign (fresh whitewash, fresh pellets, feathers, or nest ornamentation) is observed at or near a burrow entrance). Construction may occur inside of the disturbance buffer during the breeding season if the nest is not disturbed and the project proponent develops an AMM plan that is approved by the Conservancy, CDFW, and USFWS prior to project construction, based on the following criteria: • The Conservancy, CDFW, and USFWS approves the AMM plan provided by the project proponent. • A qualified biologist monitors the owls for at least three days prior to construction to determine baseline nesting and foraging behavior (i.e., behavior without construction). • The same qualified biologist monitors the owls during construction and finds no change in owl nesting and foraging behavior in response to construction activities. • If the qualified biologist identifies a change in owl nesting and foraging behavior as a result of construction activities, the qualified biologist will have the authority to stop all construction-related activities within the non-disturbance buffers described above. The qualified biologist will report this information to the Conservancy, CDFW, and USFWS within 24 hours, and the Conservancy will require that these activities immediately cease within the non-disturbance buffer. Construction cannot resume within the buffer until the adults and juveniles from the occupied burrows have moved out of the project site, and the Conservancy, CDFW, and USFWS agree. If monitoring indicates that the nest is abandoned prior to the end of nesting season and the burrow is no longer in use by owls, the project proponent may remove the nondisturbance buffer, only with concurrence from CDFW and USFWS. If the burrow cannot be avoided by construction activity, the biologist will excavate and collapse the burrow in accordance with CDFW's 2012 guidelines to prevent reoccupation after receiving approval from the wildlife agencies. If evidence of western burrowing owl is detected outside the breeding season (December 1 to January 31), the City will require the project proponent/s to establish a non-disturbance buffer around occupied burrows, consistent with Table 4-2 of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018), as determined by a qualified biologist. Construction activities within the disturbance buffer are allowed if the following criteria are met to prevent owls from abandoning			

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	important overwintering sites: A qualified biologist monitors the owls for at least three days prior to construction to determine baseline foraging behavior (i.e., behavior without construction). The same qualified biologist monitors the owls during construction and finds no change in owl foraging behavior in response to construction activities. • If there is any change in owl roosting and foraging behavior as a result of construction activities, these activities will cease within the buffer. If the owls are gone for at least one week, the project proponent may request approval from the Conservancy, CDFW, and USFWS for a qualified biologist to excavate and collapse usable burrows to prevent owls from reoccupying the site if the burrow cannot be avoided by construction activities. The qualified biologist will install one-way doors for a 48-hour period prior to collapsing any potentially occupied burrows. After all usable burrows are excavated, the buffer will be removed and construction may continue. Monitoring must continue as described above for the nonbreeding season as long as the burrow remains active. A qualified biologist will monitor the site, consistent with the requirements described above, to ensure that buffers are enforced and owls are not disturbed. If burrowing owls are detected during the nonbreeding season, instead of establishing buffers and monitoring for behavior, the qualified biologist in consultation with the Conservancy may determine that passive relocation (i.e., exclusion) of owls is necessary, in which case the project proponent will develop a burrowing owl exclusion plan in consultation with CDFW biologists. Exclusion and burrow closure will not be conducted during the breeding season for any occupied burrow. The methods will be designed, as described in the species monitoring guidelines (California Department of Fish and Game 2012 [see California Department of Fish and Wildlife 2012]) and consistent with the most up-to-date checklist of passive relocation techniques maintained by the Yolo Habitat Conservancy. This may include the installation of one-way doors in burrow entrances by a qualified biologist during the nonbreeding season. These doors will be in place for 48 hours and monitored twice daily to ensure that the owls have left the burrow, after which time the biologist will collapse the burrow to prevent reoccupation. Burrows will be excavated using hand tools. During excavation, an escape route will be maintained at all times. This may include inserting an artificial structure, such as piping, into the burrow to prevent collapsing until the entire burrow can be excavated and it can be determined that no owls are trapped inside the burrow. The Yolo Habitat Conservancy may allow other methods of passive or active relocation, based on best available science, if approved by the wildlife agencies. Artificial burrows will be constructed prior to exclusion and will be created less than 300 feet from the existing burrows on lands that are protected as part of the reserve system.			

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
3.4 Biological Resources **IMPACT 3.4-2.** Impacts on Special-Status Species: Special-status and Migratory Nesting Birds and Raptors.	**Mitigation Measure 3.4-2a: Avoid Direct Loss of Protected Bird Nests** While not required as mitigation for a significant impact under CEQA, the following would be required for compliance with the MBTA and California Fish and Game Code: • To the extent feasible, the City will require that construction activities be carried out during the nonbreeding season (between September 1 and January 31) for protected bird species in this region to avoid and minimize impacts to common migratory nesting birds. • For any ground disturbance activity necessary to implement proposed development and infrastructure projects that would occur during the nesting season (between February 1 and August 31), the City will require the project applicant to conduct a preconstruction survey. The preconstruction survey shall be conducted by a qualified biologist before any activity occurring within 500 feet of suitable nesting habitat for any protected bird species. The survey shall be timed to maximize the potential to detect nesting birds, and should be repeated within 10 days of the start of project-related activity. • If an active common bird species protected by the Migratory Bird Treaty Act or California Fish and Game Code nest is found, the qualified biologist shall establish a buffer around the nest. No project activity shall commence within the buffer area until a qualified biologist confirms that the nest is no longer active. The size of the buffer shall be determined in consultation with CDFW. Buffer size is anticipated to range from 50 to 500 feet, depending on the nature of the project activity, the extent of existing disturbance in the area, and other relevant circumstances as determined by a qualified biologist in consultation with CDFW. • Monitoring of all protected nests by a qualified biologist during construction activities will be required if the activity has potential to adversely affect the nest. If construction activities cause the nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest, then the no-disturbance buffer shall be increased until the agitated behavior ceases. The exclusionary buffer will remain in place until the chicks have fledged or as otherwise determined by a qualified biologist.	**Implementation**: Project applicant(s) and contractor(s). **Timing**: Prior to and during construction activities.		
3.4 Biological Resources **IMPACT 3.4-2.** (Continued) Impacts on Special-Status Species: Special-status and Migratory Nesting Birds and Raptors.	**Mitigation Measure 3.4-2b: Implement Mitigation Measure 3.4-1b**	**Implementation**: Project applicant(s) and contractor(s). **Timing**: Prior to and during construction activities.		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
3.4 Biological Resources **IMPACT 3.4-3.** Impacts on Special-Status Species: Loss of Valley Elderberry Longhorn Beetle (VELB) Larvae and Habitat.	**Mitigation Measure 3.4-3: Minimize Take and Adverse Effects on Habitat of Valley Elderberry Longhorn Beetle** • In accordance with AMM 12 of the Yolo HCP/NCCP, the City will require project proponent/s to retain a qualified biologist who is familiar with valley elderberry longhorn beetle and evidence of its presence (i.e., exit holes in elderberry shrubs) to map all elderberry shrubs in and within 100 feet of a proposed project footprint with stems that are greater than one inch in diameter at ground level during the project design phase. To avoid take of valley elderberry longhorn beetle fully, the City will require project proponent/s to design projects to avoid mapped elderberry shrubs, if feasible. To avoid effects on shrubs, the City will require that project proponent/s maintain a buffer of at least 100 feet from any elderberry shrubs with stems greater than one inch in diameter at ground level. AMM1 of the Yolo HCP/NCCP, Establish Buffers, describes that a lesser buffer may be approved by the Conservancy, USFWS, and CDFW if they determine that the covered species is avoided to an extent that is consistent with the project purpose. • For elderberry shrubs that cannot be avoided with a designated buffer distance as described above, the qualified biologist will quantify the number of stems one inch or greater in diameter to be affected, and the presence or absence of exit holes. The Conservancy will use this information to determine the number of plants or cuttings to plant on a riparian restoration site to help offset the loss, consistent with Section 6.4.2.4.1 Valley Elderberry Longhorn Beetle, of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018). Additionally, prior to construction, the City will require that the project proponent/s transplant elderberry shrubs identified within the project footprint that cannot be avoided. • Transplantation will only occur if a shrub cannot be avoided and, if indirectly affected, the indirect effects would otherwise result in the death of stems or the entire shrub. If the project proponent/s choose/s, in coordination with a qualified biologist and the City, not to transplant the shrub because the activity would not likely result in death of stems of the shrub, then the qualified biologist will monitor the shrub annually for a five-year monitoring period. The monitoring period may be reduced with concurrence from the wildlife agencies if the latest research and best available information at the time indicates that a shorter monitoring period is warranted. If death of stems at least one inch in diameter occurs within the monitoring period, and the qualified biologist determines that the shrub is sufficiently healthy to transplant, the City will require the project proponent/s to transplant the shrub as described in the following paragraph, in coordination with the qualified biologist. If the shrub dies during the monitoring period, or the qualified biologist determines that the shrub is no longer healthy enough to survive transplanting, then the Conservancy will offset the shrub loss consistent with the preceding paragraph.	**Implementation:** Project applicant(s) and contractor(s). **Timing:** Surveys will take place prior to ground disturbing activities. If required, the project proponent will transplant elderberry plants when the plants are dormant, approximately November through the first two weeks of February, after they have lost their leaves.		

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	• The City will require project proponent/s to transplant the shrubs into a location in the HCP/NCCP reserve system that has been approved by the Conservancy. Elderberry shrubs outside the project footprint but within the 100-foot buffer will not be transplanted. Transplanting will follow the following measures: a. Monitor: A qualified biologist will be on-site for the duration of the transplanting of the elderberry shrubs to ensure the effects on elderberry shrubs are minimized. b. Timing: The project proponent will transplant elderberry plants when the plants are dormant, approximately November through the first two weeks of February, after they have lost their leaves. Transplanting during the non-growing season will reduce shock to the plant and increase transplantation success. c. Transplantation procedure: Cut the plant back three to six feet from the ground or to 50 percent of its height (whichever is taller) by removing branches and stems above this height. Replant the trunk and stems measuring one inch or greater in diameter. Remove leaves that remain on the plants. d. Relocate plant to approved location in the reserve system, and replant as described in Section 6.4.2.4.1, *Valley Elderberry Longhorn Beetle* of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018).			
3.4 Biological Resources **IMPACT 3.4-4.** Impacts on Special-Status Species: Loss of Bat Roosts, and Special-status Bats.	**Mitigation Measure 3.4-4: Avoid Direct Loss of Bat Roosts and Special-status Bats** For any project activity necessary to implement proposed development and infrastructure projects that would require removal of roost habitat (i.e. trees or structures) and would occur during the maternity season (between May 1 and August 31), the City will require the project applicant to conduct a preconstruction survey for special-status bats. Camera inspection as well as an emergence (exit survey with night optics) and/or acoustic survey shall be conducted in the summer prior to construction/land disturbance, which provides the best opportunity to determine if roosting bats are present. If bats are found during the preconstruction survey(s), then removal of roost habitat will be delayed until the end of maternity season (August 31) or until the young are capable of flights, as determined by a qualified bat biologist and in consultation with CDFW. Any removal of highly suitable roost habitat should be conducted during the shoulder season, September 1 to October 31, to avoid harm to the species. If a highly suitable roost tree or structure is to be removed, trees and/or structures surrounding the roost habitat should be removed first, allowing any bats that may be present time to leave the area. A qualified monitor shall be present during removal of the habitat tree or structure.	**Implementation:** Project applicant(s) and contractor(s). **Timing:** Prior to construction/land disturbance.		
3.4 Biological Resources	**Mitigation Measure 3.4-5: Avoid Loss of and Degradation of Federally Protected Waters**	**Implementation:**		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
IMPACT 3.4-5. Impacts on Wetlands: Loss and Degradation of State or Federally Protected Wetlands.	• If the implementation of the WRTP Specific Plan would result in ground disturbance on the agricultural or roadside ditches, the City will require project proponent/s to conduct a delineation of waters of the United States according to U.S. Army Corps of Engineers' methods, and to submit the completed delineation to the U.S. Army Corps of Engineers for jurisdictional determination. • If implementation of the WRTP Specific Plan would result in fill of waters of the United States, the City will require that project proponent/s obtain a Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of the WRTP Specific Plan involves work in areas containing waters disclaimed by the USACE, the City will require that the applicant obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. • The City will require that the applicant obtain all needed permits prior to project implementation, to abide by the conditions of the permits, including all mitigation requirements, and to implement all requirements of the permits in the timeframes required therein.	Project applicant(s) and contractor(s). **Timing:** Before any ground disturbing activities for any planned project development in areas within the project footprint containing wetland features or other waters of the United States and on an ongoing basis, as required by the permits herein.		
3.6 Cultural and Tribal Cultural Resources **IMPACT 3.6-1.** Cause a Substantial Adverse Change in the Significance of Archaeological Resources as defined in CEQA Guidelines Section 15064.5.	**Mitigation Measure 3.6-1: Treatment of Unanticipated Archaeological Discoveries** Project applicants for future projects proposed under the WRTP Specific Plan would be required to implement the following procedures during any ground-disturbing activities: a. Prior to ground-disturbing activities necessary to implement proposed development and infrastructure projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric cultural resources that may be discovered during project implementation. b. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 150 feet of the resources shall be halted and a qualified archaeologist shall be consulted within 24 hours to assess the significance of the find, according to CEQA Guidelines Section 15064.5, and implement, as applicable, CEQA Guidelines Sections 15064.5(d), (e), and (f). • The California Office of Historic preservation utilizes the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation as found in Code of Federal Regulations, 36 CFR [Code of Federal Regulations] Part 61. The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus: 1. At least one year of full-time professional experience or equivalent specialized training in archeological	**Implementation:** Project applicant(s) and contractor(s). **Timing:** Prior to and during any construction ground disturbing activities.		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	research, administration or management; 2. At least four months of supervised field and analytic experience in general North American archeology; and 3. Demonstrated ability to carry research to completion. In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period. c. If any find is determined to be a unique archaeological resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist shall meet to determine the appropriate avoidance measures or other appropriate mitigation. Cultural resources shall be recorded on appropriate Department of Parks and Recreation forms, and all significant cultural materials recovered shall be, as necessary and at the discretion of the qualified archaeologist and in consultation with the local Native American community if the discovery is prehistoric in age, subject to scientific analysis, professional curation, and documentation according to professional standards. If it is determined that the proposed development or infrastructure project could damage a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines), mitigation shall be implemented in accordance with Section 21083.2 of the California Public Resources Code and CEQA Guidelines Section 15126.4, with a preference for preservation in place. Work may proceed on other parts of the project site while mitigation for historical resources or unique archaeological resources is being carried out. Preservation in place may be accomplished by planning construction to avoid the resource; incorporating the resource within open space; capping and covering the resource; or deeding the site into a permanent conservation easement. d. If avoidance is not feasible, the qualified archaeologist shall develop and oversee the execution of a treatment plan. The treatment plan shall include, but shall not be limited to, data recovery procedures based on location and type of archaeological resources discovered and a preparation and submittal of report of findings to the Northwest Information Center of the California Historical Resources Information System. Data recovery shall be designed to recover the significant information the archaeological resource is expected to contain, based on the scientific/historical research questions that are applicable to the resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable resource questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by project proponents' actions. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical.			

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
3.6 Cultural and Tribal Cultural Resources **IMPACT 3.6-2. Disturb Human Remains, including those Interred Outside of Formal Cemeteries.**	**Mitigation Measure 3.6-2: Treatment of Human Remains** Consistent with Health and Safety Code, Section 7050 through 7052 and Health and Safety Code Section 8010 through 8030, in the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery during construction, the City and contractor/s shall take the following steps: (1) No further excavation or disturbance of the project site or any nearby area reasonably suspected to overlie adjacent human remains will occur until: (A) the coroner of Yolo County has been contacted to determine that no investigation of the cause of death is required, and (B) if the coroner determines the remains to be Native American: 1. the coroner shall contact the Native American Heritage Commission within 24 hours; 2. the Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendant from the deceased Native American; and 3. the most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods, as provided in Section 5097.98 of the Public Resources Code; or (2) Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance: (A) the Native American Heritage Commission is unable to identify a most likely descendant or the most likely descendant fails to make a recommendation within 24 hours after being notified by the commission; (B) the most likely descendant identified fails to make a recommendation; or (C) the landowner or his or her authorized representative rejects the recommendation of the most likely descendant, and mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.	**Implementation:** Project applicant(s) and contractor(s). **Timing:** In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery during construction.		
3.7 Geology, Soils, Minerals and Paleontological Resources	**Mitigation Measure 3.7-1: Conduct Construction Personnel Education, Stop Work if Paleontological Resources are Discovered, Assess the Significance of the Find, and Prepare and Implement a Recovery Plan, as Required.** To minimize the potential for destruction of, or damage to potentially unique, scientifically important paleontological resources during earth-moving activities, the measures described below shall be implemented by project applicants and contractors for future projects proposed under the WRTP Specific Plan within the Riverbank or	**Implementation:** Project applicant(s) and contractor(s). **Timing**: Before and during excavation and other		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
IMPACT 3.7-1. Possible Damage to or Destruction of **Unique Paleontological Resources.**	Modesto Formations (in the southern portion of the WRTP Specific Plan Area and the proposed South Regional Pond area) before and during construction activities. • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations (in the southern portion of the WRTP Specific Plan Area and the proposed South Regional Pond area), inform all construction personnel involved with earthmoving activities regarding the possibility of encountering fossils, the appearance and types of fossils likely to be seen during construction, and proper notification procedures should fossils be encountered. This worker training may either be prepared and presented by an experienced field archaeologist at the same time as construction worker education on cultural resources or prepared and presented separately by a qualified paleontologist. • If paleontological resources are discovered during earthmoving activities, the construction crew shall immediately cease work in the vicinity of the find and notify the City of Woodland Community Development Department. Retain a qualified paleontologist to evaluate the resource and prepare a recovery plan. The recovery plan may include, but is not limited to, a field survey, construction monitoring, sampling and data recovery procedures, museum curation for any specimen recovered, and a report of findings. Recommendations in the recovery plan that are determined by the City to be necessary and feasible shall be implemented before construction activities can resume at the site where the paleontological resources were discovered.	earth disturbing activities.		
3.8 Hazards and Hazardous Materials **IMPACT 3.8-1.** Create a Significant Hazard to the Public or the Environment through Reasonably Foreseeable Upset and Accident Conditions Involving the Release of Hazardous Materials into the Environment.	**Mitigation Measure 3.8-1: Prepare a Remedial Action Plan, and Conduct Phase I and/or II Environmental Site Assessments and Implement Required Measures if Stained or Odiferous Soil is Discovered.** To reduce health hazards associated with potential exposure to hazardous substances in the WRTP Specific Plan Area and the off-site South Regional Pond, implement the following measures before the start of ground-disturbing activities in areas of debris piles, pole-mounted transformers, where demolition will occur, and other areas where evidence of hazardous materials contamination is observed or suspected through either obvious or implied evidence (i.e., stained or odorous soil): • Prepare a remedial action plan that identifies any necessary remediation activities including excavation and removal of contaminated soils and redistribution of clean fill material at the diesel above-ground storage tank associated with the agricultural well on the East Central Parcel, and other areas within the WRTP Specific Plan Area, if necessary. All above-ground storage tanks shall be removed in accordance with State and local regulations. The remedial action plan shall include measures for the safe transport, use, and disposal of contaminated soil and building debris removed from the project site. During construction, project applicants for future projects proposed under the WRTP Specific Plan and the off-site South Regional Pond shall be required to comply with the remedial action plan and all applicable federal, State, and local laws.	**Implementation**: Project applicant(s) and contractor(s). **Timing**: Before the start of ground-disturbing activities in areas of debris piles, pole-mounted transformers, where demolition will occur, and other areas where evidence of hazardous materials contamination is observed or suspected through either obvious or		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	The remedial action plan shall outline measures for specific handling and reporting procedures for hazardous materials and disposal of hazardous materials removed from the project site at an appropriate off-site disposal facility. • In the event that contaminated groundwater is encountered during site excavation activities, the contractor shall report the contamination to the appropriate regulatory agencies, dewater the excavated area, and treat the contaminated groundwater to remove contaminants before discharge into the sanitary sewer system. • If stained or odiferous soil is discovered during project-related construction activities, project applicants for future projects proposed under the WRTP Specific Plan and the off-site South Regional Pond shall retain a registered environmental assessor to conduct a Phase I ESA, and if necessary, Phase II ESAs and/or other appropriate testing. Recommendations in the Phase I and II ESAs to address any contamination that is found shall be implemented before initiating ground-disturbing activities in these areas. • Notify the appropriate federal, State, and local agencies if evidence of previously undiscovered soil or groundwater contamination (e.g., stained soil, odorous groundwater) or if known or previously undiscovered underground storage tanks are encountered during construction activities. Any contaminated areas shall be remediated in accordance with recommendations made by the EMD, Central Valley RWQCB, DTSC, and/or other appropriate federal, State, or local regulatory agencies. • Retain a licensed contractor to remove all septic systems in accordance with local, State, and federal regulations. • Retain a Cal-OSHA certified Asbestos Consultant before demolition of any buildings in the WRTP Specific Plan Area to investigate whether any asbestos-containing materials or lead-based paints are present, and could become friable or mobile during demolition activities. Provide a copy of the report to YSAQMD. If any materials containing asbestos or lead-based paints are found, they shall be removed by an accredited contractor in accordance with EPA and Cal-OSHA standards as required by YSAQMD. In addition, all activities (construction or demolition) in the vicinity of these materials shall comply with Cal-OSHA asbestos and lead worker construction standards. The materials containing asbestos and lead shall be disposed of properly at an appropriate off-site disposal facility. • Properly close and abandon all on-site groundwater wells in accordance with Yolo County requirements	implied evidence (i.e., stained or odorous soil).		
3.8 Hazards and Hazardous Materials **IMPACT 3.8-2.** Emit Hazardous	**Mitigation Measure 3.8-2: Notify and Consult with Affected Schools, and Implement a Hazardous Materials Business Plan (if Required).** Project applicants for future retail, commercial, or industrial projects proposed under the WRTP Specific Plan and supportive infrastructure improvements that would involve the long-term use of hazardous materials for project operation shall notify the Woodland	**Implementation**: Project applicant(s) and contractor(s).		

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Emissions or Handle Hazardous or Acutely Hazardous Materials, Substances, or Waste within One-Quarter Mile of an Existing or Proposed School.	Christian School, the Pioneer High School, and the Woodland Joint Unified School District, as appropriate based upon project location relative to school locations, in writing, and shall consult with appropriate school or district personnel about the types of activities that would occur and their estimated timing. Examples of the types of hazardous materials that could be used during proposed operational activities shall be provided. The written notification shall be provided at least 30 days before the commencement of any construction activities. Future businesses within the WRTP Specific Plan Area that handle and/or store a hazardous material or a mixture containing a hazardous material in amounts greater than the specified threshold quantities in Chapter 6.95, Section 25505 of the California Health & Safety Code shall prepare a Hazardous Materials Business Plan. The plan shall provide emergency plans and procedures that the businesses will follow in the event of a release or threatened release of a hazardous material, along with the other requirements of Section 25505 including an inventory of hazardous materials, site plan showing material storage areas and ingress and egress points for emergency vehicles, and employee safety training.	**Timing**: Written notification shall be provided at least 30 days before the commencement of any construction activities. For operations requiring a Hazardous Materials Business Plan, the plan shall be approved prior to the issuance of a permit to operate.		
3.9 Hydrology, Flooding, and Water Quality **IMPACT 3.9-1.** Substantially Increase the Rate or Amount of Surface Runoff Resulting in Flooding, Create or Contribute Runoff Water which would Exceed the Capacity of Existing or Planned Stormwater Drainage Systems, Provide Substantial Additional Sources of Polluted Runoff.	**Mitigation Measure 3.9-1: Prepare Additional Storm Drainage Analysis for determining Amount of New Development Acreage Beyond the Previously Identified 80 Residential Acres Allowable in the South Urban Growth Area and Submit to the City for Review and Approval.** The WRTP shall be required to fund an additional stormwater drainage analysis that utilizes the revised baseline conditions modeling and includes detailed information defining the operational capacity of the newly-installed infrastructure. A model will then be created that incorporates the pump station, detention, and conveyance improvements that have already been constructed, and then incorporates the full buildout of the Spring Lake Specific Plan Development. At that point, the fully developed acreage of the WRTP Specific Plan will be added to determine the new developable acreage (in terms of stormwater drainage) that can be accommodated with current infrastructure. The additional drainage analysis will also be required to determine what additional storm drainage infrastructure is needed to support full buildout of the WRTP Specific Plan. Building permits for development beyond the identified currently developable acreage will only be approved with confirmation that the required storm drainage and water quality treatment infrastructure is in place.	**Implementation:** Fee requirements pertain to Project Applicant(s)/ Leaseholder(s) / Developer(s) Implementation of the analysis shall be the requirement of the City of Woodland and its contractor **Timing:** Prior to issuance of building permits for development beyond the identified currently developable acreage [80 residential acres, per Section 3.9 of the Draft EIR].		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
3.11 Noise and Vibration **IMPACT 3.11-1.** Generation of a Substantial Temporary (Construction-related) Increase in Ambient Noise Levels in the Vicinity of the Project in Excess of Standards Established in the Local General Plan or Noise Ordinance, or Applicable Standards of Other Agencies.	**Mitigation Measure 3.11-1– Implement Construction Noise Reduction Strategies** a. Demolition, construction, site preparation, and related activities that would generate noise perceptible at the property line of the subject property are limited to the hours between 7:00 A.M. and 6:00 P.M. on Monday through Saturday and between 9:00 A.M. and 6:00 P.M. on Sunday and federal holidays. The building inspector may issue an exception to this limitation on hours in cases of urgent necessity where the public health and safety will not be substantially impaired. b. Idling times for noise-generating equipment used in demolition, construction, site preparation, and related activities shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two (2) minutes. c. Where construction work is within 445 feet of properties with existing, occupied noise-sensitive uses, construction shall be prohibited on weekends and holidays and construction should start no earlier than 8 a.m. d. Where construction work is within 445-feet of an existing off-site residence, installation of continuous noise curtains shall be required between the construction site and those residences. e. Demolition, construction, site preparation, and related activities that do not involve pile driving proposed within 445 feet from the edge of properties with existing, occupied noise-sensitive uses shall incorporate all feasible strategies to reduce noise exposure for noise-sensitive uses, including: • Provide written notice to all known occupied noise-sensitive uses within 445 feet of the edge of the project site boundary at least 2 weeks prior to the start of each construction phase of the construction schedule; • Ensure that construction equipment is properly maintained and equipped with noise control components, such as mufflers, in accordance with manufacturers' specifications; • Re-route construction equipment away from adjacent noise-sensitive uses; • Locate noisy construction equipment away from surrounding noise-sensitive uses; • Use sound aprons or temporary noise enclosures around noise-generating equipment; • Position storage of waste materials, earth, and other supplies in a manner that will function as a noise barrier for surrounding noise-sensitive uses; • Use the quietest practical type of equipment; • Use electric powered equipment instead of diesel or gasoline engine powered equipment; • Use shrouding or shielding and intake and exhaust silencers/mufflers; and • Other effective and feasible strategies to reduce construction noise exposure for surrounding noise-sensitive uses.	**Implementation:** Project applicant(s) and contractor(s). **Timing:** Prior to and during any construction ground disturbing activities.		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
	f. For construction of buildings that require the installation of piles, an alternative to installation of piles by hammering shall be used. This could include the use of augured holes for cast-in-place piles, installation through vibration or hydraulic insertion, or another low-noise technique.			
3.11 Noise and Vibration **IMPACT 3.11-2.** Generation of a Substantial Permanent (Long-term Operations) Increase in Ambient Noise Levels in the Vicinity of the Project in Excess of Standards Established in the Local General Plan or Noise Ordinance, or Applicable Standards of Other Agencies.	**Mitigation Measure 3.11-2– Reduce Noise Exposure from Transportation and Non-Transportation Sources** Future development within the WRTP Specific Plan Area shall be required to meet allowable outdoor and indoor noise exposure standards. Noise mitigation measures that may be approved to achieve these noise level targets include but are not limited to the following: • Construct facades with sound insulation to achieve acceptable interior noise; • Use sound-rated windows for primary sleeping and activity areas; • Use sound-rated doors for all exterior entries at primary sleeping and activity areas; • Use setbacks and/or sound barriers where applicable, feasible, and reasonable; • Use acoustic baffling of vents for chimneys, attic and gable ends; • Install a mechanical ventilation system that provides fresh air under closed window conditions; and • Maximize site design so that buildings shelter outdoor areas	**Implementation**: Project applicant(s) and contractor(s). **Timing**: Demonstrate compliance with noise standards prior to issuance of a grading permit.		
3.11 Noise and Vibration **IMPACT 3.11-3.** Generation of Vibration.	**Mitigation Measure 3.11-3a – Implement Vibration Reduction Measures** g. New development that proposes the use of piles for foundations shall include all feasible measures necessary with the goal to ensure that vibration exposure for adjacent buildings is less than 0.5 PPV and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 PPV for adjacent historic buildings. These performance standards shall take into account the reduction in vibration exposure that would occur through coupling loss provided by each affected building structure. If it is determined necessary to avoid damage, the project applicant shall coordinate with the Chief Building Official to implement corrective actions, which may include, but is not limited to building protection or stabilization. h. New developments that would generate substantial long-term vibration shall provide analysis and mitigation, as feasible, to achieve velocity levels, as experienced at habitable structures of vibration-sensitive land uses, of less than 80 vibration decibels.	**Implementation**: Project applicant(s) and contractor(s). **Timing**: For construction that would require use of piles for foundations, prior to and during construction. For operations that would generate substantial long-term vibration, demonstrate compliance prior to		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
		the issuance of a permit to operate.		
3.11 Noise and Vibration **IMPACT 3.11-3.** (Continued) Generation of Vibration.	**Mitigation Measure 3.11-3b – Implement Mitigation Measure 3.11-1**	**Implementation:** Project applicant(s) and contractor(s). **Timing:** Prior to and during any construction ground disturbing activities.		
3.13 Transportation and Circulation **IMPACT 3.13-1.** Conflict with A Program, Plan, Ordinance, or Policy Addressing the Circulation System, including Transit, Roadway, Bicycle, and Pedestrian Facilities.	**Mitigation Measure 3.13-1a: The Draft WRTP Specific Plan Finance Plan shall incorporate a Transit Contribution.** While not required as mitigation for a significant impact under CEQA, the following would be required for planning purposes to ensure transit equipment, infrastructure, and service is adequately funded to provide necessary service to the WRTP Specific Plan Area: The project applicant shall contribute its fair-share of the cost associated with providing transit service to the WRTP Specific Plan Area. It is anticipated that new transit vehicles may be required to provide additional service to the WRTP Specific Plan Area. However, the final determination of additional capital equipment or other costs shall be determined by the City of Woodland in coordination with YCTD and as identified in the Master TDM/VMT Program. The fair-share cost or a plan for providing the fair-share cost over time shall demonstrate funding is adequate to provide the necessary transit service or range of services required to meet the demand in the WRTP Specific Plan Area, as determined through the WRTP Specific Plans required coordination with YCTD and UC Davis. The funding mechanism(s) for transit and other TDM measures shall be outlined in the WRTP Specific Plan Finance Plan, and development projects shall be required to commit to contributing fair-share costs prior to the issuance of respective building permits by the City of Woodland.	**Implementation**: Fee requirements pertain to Project Applicant(s)/ Leaseholder(s) / Developer(s) **Timing**: Demonstrate binding commitment to contributing fair-share costs prior to the issuance of a building permit by the City of Woodland.		
3.13 Transportation and Circulation **IMPACT 3.13-1.** (Continued) Conflict with A Program, Plan, Ordinance, or Policy Addressing the	**Mitigation Measure 3.13-1b: On-site Transit Stops.** While not required as mitigation for a significant impact under CEQA, the following would be required for planning purposes to ensure proposed transit infrastructure provides for adequate service to the WRTP Specific Plan Area: The WRTP Specific Plan calls for development of a shared mobility hub in the Village Center. The project applicant shall develop detailed plans, to be reviewed and approved by the City of Woodland and YCTD [Yolo County Transportation Department] and construct the shared mobility hub improvements in the Village Center and identify the	**Implementation**: Fee requirements pertain to Project Applicant(s)/ Leaseholder(s) / Developer(s) **Timing**:		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
Circulation System, including Transit, Roadway, Bicycle, and Pedestrian Facilities.	specific locations of sheltered transit stops with bus turnouts at other locations. It is anticipated that other stops would be located near the business park uses north and west of the Village Center. The City of Woodland and YCTD shall approve the location, design, and implementation timing of the sheltered transit stops and bus turnouts prior to the prior to approval of the first final map or as otherwise required by the City. If transit stops are located on-street for segments of roadways that do not have designated curbside on-street parking that can be designated for a bus stop (i.e., only travel lanes, bike lanes), the street cross-sections shall be modified to provide for a curbside bus stop, or multiple stops if needed for bus operations.	Demonstrate binding commitment to contributing fair-share costs prior to the issuance of a building permit by the City of Woodland.		
3.13 Transportation and Circulation **IMPACT 3.13-2.** Substantially Increase Hazards Due to a Design Feature or Incompatible Uses.	**Mitigation Measure 3.13-2: Implement a Construction Traffic Control Plan** Prior to any construction activities for the WRTP Specific Plan, the applicant shall prepare a detailed Construction Traffic Control Plan and submit it for review and approval by the City Department of Public Works. The applicant and the City shall consult with Caltrans, Yolobus, and local emergency service providers for their input prior to approving the Plan. The plan shall ensure that acceptable operating conditions on local roadways and freeway facilities are maintained during construction. A copy of the construction traffic control plan shall be submitted to local emergency response agencies and these agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct roadways. At a minimum, the plan shall include: • The number of truck trips, time, and day of street closures • Time of day of arrival and departure of trucks • Limitations on the size and type of trucks, provision of a staging area with a limitation on the number of trucks that can be waiting • Provision of a truck circulation pattern • Provision of a driveway access plan so that safe vehicular, pedestrian, and bicycle movements are maintained (e.g., steel plates, minimum distances of open trenches, and private vehicle pick up and drop off areas) • Maintain safe and efficient access routes for emergency vehicles • Maintain safe and efficient access routes for farming equipment and vehicles • Manual traffic control when necessary • Proper advance warning and posted signage concerning street closures • Provisions for pedestrian safety	**Implementation**: Project applicant(s) **Timing**: Plan preparation and submittal to the City prior to any construction activities. A copy of the construction traffic control plan shall be submitted to local emergency response agencies and these agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct roadways.		
3.14 Utilities **IMPACT 3.14-1.** Increased Demand for Water Supply	**Mitigation Measure 3.14-1: Prepare and Submit a Water Supply Conveyance Improvement Plan in Compliance with Applicable Standards and Construct Water Supply Conveyance Infrastructure Prior to Occupancy.**	**Implementation**: Project applicant(s) **Timing**:		

Impact	Mitigation Measure	Implementation Responsibility/Timing	Compliance Verification	Date Completed
Conveyance Facilities.	While not required as mitigation for a significant impact under CEQA, the following would be required for planning purposes to ensure the water supply infrastructure is designed and sized to provide adequate service to the WRTP Specific Plan: Before approval of the final subdivision map and issuance of building permits, project applicants for projects proposed under the WRTP Specific Plan shall prepare a detailed water conveyance infrastructure improvement plan that depicts the locations and appropriate sizes of all required conveyance infrastructure, in conjunction with other site-specific improvement plans. Proposed on-site water facilities shall be designed and sized to provide adequate service to the project site for the amount of development identified in the tentative subdivision map, based on City of Woodland Engineering Standards. A final water conveyance infrastructure improvement plan shall be approved by the City of Woodland Engineering Division before approval of the final subdivision map by the City of Woodland Planning Division and issuance of building permits from the City of Woodland Building Division. All required infrastructure shall be in place prior to occupancy of development anticipated under the proposed project.	Plan approval to occur Prior to approval of a final subdivision map and issuance of any building permits for a use proposing to connect to public water utilities. All required infrastructure shall be in place prior to occupancy of development for which the plan applies.		
3.14 Utilities **IMPACT 3.14-2.** Increased Demand for Wastewater Collection and Conveyance Facilities.	**Mitigation Measure 3.14-2: Prepare Additional Analysis to Verify the Spring Lake Specific Plan Pump Station Capacity Prior to Development Beyond 87 Percent of the WRTP Specific Plan Area.** While not required as mitigation for a significant impact under CEQA, the following would be required for planning purposes to ensure the existing wastewater conveyance infrastructure has the capacity to provide adequate service to the WRTP Specific Plan Area: Prior to any development beyond 87 percent of the WRTP Specific Plan, the WRTP shall fund additional analysis to verify that the Spring Lake Specific Plan Pump Station has adequate capacity to provide for sewer flows from full buildout of the WRTP Specific Plan. If additional capacity is required, it may be provided by upsizing the pumps as part of the City's regular maintenance work of replacing the pumps. If the increased capacity is not provided by the City's maintenance work, then the WRTP Specific Plan will be responsible for funding improvements at the pump station to provide the additional required capacity.	**Implementation**: Fee requirements pertain to Project Applicant(s)/ Leaseholder(s) / Developer(s) Analysis requirements pertain to the City of Woodland and its contractor(s), leaseholders **Timing**: Prior to issuance of building permits for development beyond 87 percent of the WRTP Specific Plan development square footage.		

Table Notes:

[1]Technical guidance for designing bioretention facilities is available from the Central Coast LID Initiative. The guidance includes design specifications and plant lists appropriate for the Central Coast climate. (https://www.centralcoastlidi.org/projects.php)

AMM = Avoidance and Minimization Measure

Cal-OSHA = California Occupational Safety and Health Administration

CARB = California Air Resources Board

CDFW = California Department of Fish and Wildlife

Central Valley RWQCB = Central Valley Regional Water Quality Control Board

CEQA = California Environmental Quality Act

CFR = Code of Federal Regulations

City = City of Woodland

Conservancy = Yolo Habitat Conservance

dB = decibel

DTSC = California Department of Toxic Substances Control

EIR =Environmental Impact Report

EMD = Environmental Management Department

ESA = Environmental Site Assessment

g/L -= grams per liter

HCP = Habitat Conservation Plan

HEPA = High Efficiency Particle Arresting

LID = low impact development

MERV = Minimum Efficiency Reporting Value

NCCP = Natural Community Conservation Planning

NO_X = nitrogen oxide

PM = particulate matter

PM_{10} = particulate matter with aerodynamic diameter less than 10 microns

PPV = peak particle velocity

SMAQMD = Sacramento Metropolitan Air Quality Management District

TAC = toxic air contaminant]

TDM = Transportation Demand Management

TRU = transport refrigeration unit

UC Davis = University of California, Davis

USFWS = U.S. Fish and Wildlife Service

VdB = vibration decibel(s)

VELB = Valley Elderberry Longhorn Beetle

VMT = vehicle miles traveled

VOC = Volatile Organic Compound

WRTP = Woodland Research & Technology Park

YCTD = Yolo County Transportation Department

YSAQMD = Yolo Solano Air Quality Management District

REFERENCES

California Air Resources Board. 2005 (April). *Air Quality and Land Use Handbook: A Community Health Perspective.*

California Department of Fish and Wildlife. 2012 (May). Staff Report on Burrowing Owl Mitigation. State of California Natural Resources Agency. Sacramento, CA.

CARB. *See* California Air Resources Board.

Swainson's Hawk Technical Advisory Committee 2000. Recommended timing and methodology for Swainson's hawk nesting surveys in California's Central Valley.

Yolo Habitat Conservancy. 2018. Yolo Habitat Conservation Plan/Natural Community Conservation Plan – Final. Prepared by ICF. Yolo County, California. April 2018.

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WOODLAND RESEARCH & TECHNOLOGY PARK
Specific Plan

Final Draft | AUGUST 2023

CITY OF WOODLAND CALIFORNIA

Adopted XXXX XX, 2023
Resolution
EIR State Clearinghouse #2017062042

Lead Agency:
City of Woodland
300 First Street
Woodland, CA 95695

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ES | EXECUTIVE SUMMARY

ES.1 | EXECUTIVE SUMMARY

The Woodland Research and Technology Park (WRTP) Specific Plan guides the development of the 350 acre Plan Area in Woodland, California. The Specific Plan Area is envisioned within the City's 2035 General Plan as a natural extension of the city, ideally located and positioned for jobs and housing development.

The WRTP Specific Plan represents the opportunity to implement the collective vision of the General Plan, the community and City leaders, and the applicants to create a sustainable, healthy and successful community in the southern gateway to the City of Woodland. The establishment of the mixed use Plan Area is a natural progression of the City's long history of innovation and creativity in food and agricultural productivity.

The Plan Area is a self-sustaining, enterprising mixed use community anchored by a technology and innovation campus, with vibrant retail and supporting uses, integrated residential neighborhoods, recreation, open space and public uses. The projected yields, at full build out, would provide up to approximately 2.2 million square feet of employment equating to approximately 5,000 jobs and 1,600 dwelling units in a range of housing types.

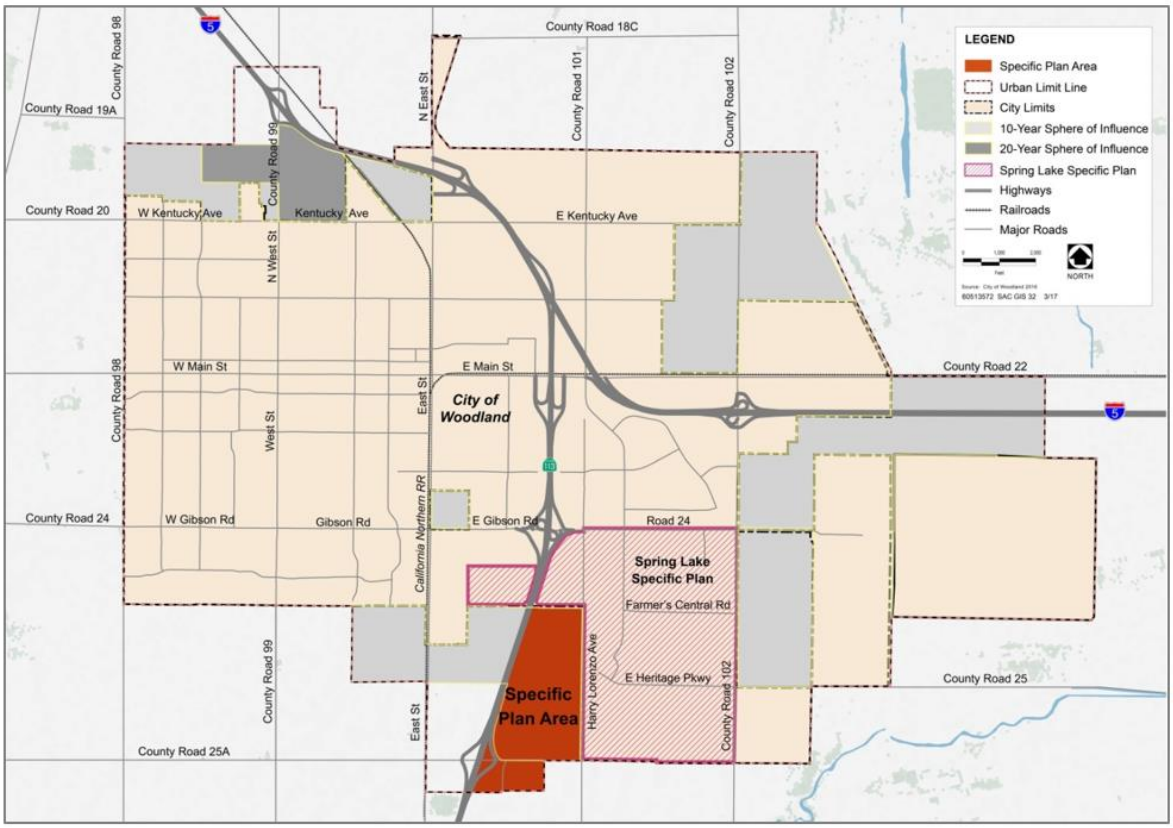


EXHIBIT ES-1: PLAN AREA LOCATION

This specific plan provides an opportunity to creatively implement the intent of the General Plan and serve as a refinement of General Plan policies. The WRTP Specific Plan is the primary land use, policy and regulatory document used to guide development of the Plan Area. The Specific Plan establishes a development framework for land use, community design and character, infrastructure improvements and a subsequent project approval structure for orderly development within the Plan Area. The Specific Plan document is organized as follows:

- **Chapter 1-Introduction and Vision**: identifies the vision and organizing principles that guide the physical form and development patterns of the Plan Area.
- **Chapter 2-Land Use Framework:** presents the Specific Plan Guiding policies, depicts the overall land use plan and districts that constitute the Plan Area.
- **Chapter 3-Land Use Regulations, Development Standards and Design Guidelines**: defines the permitted uses, development standards, regulations and provides design recommendations and guidance for individual projects.
- **Chapter 4-Mobility and Circulation:** describes the network to accommodate the movement of vehicles, pedestrians and bicyclists.
- **Chapter 5-Public Utilities and Services**: describes plan-wide utilities of water, wastewater, storm drainage, electric, natural gas, communications and the public services of parks, schools, law enforcement, fire and solid waste.
- **Chapter 6-Implementation**: describes implementation procedures and strategies for financing and maintenance of public facilities and services.
- **Chapter 7-Administration**: outlines the Specific Plan process and its relationship to the subsequent entitlement processes, describes the administrative procedures to implement and amend, interpret and enforce the Specific Plan.
- **Supporting Documents**: Technical documents/studies provide supporting analysis and detail for many aspects of the Specific Plan, including:
    - Water Technical Memorandum
    - Reclaimed Water Distribution Technical Memorandum
    - Wastewater Collection System Technical Memorandum
    - Stormwater Management Technical Memorandum
    - Traffic Impact Analysis
    - Public Facilities Financing Plan
- **Related City Documents**

  Related documents include, but are not limited to:
    - Environmental Impact Report
    - General Plan and Climate Action Plan
    - Zoning Code and Subdivision Ordinance
    - Improvement Standards
    - Development Agreement and Public Infrastructure Reimbursement Rules

1.0 | INTRODUCTION / VISION

1.1 | INTRODUCTION

The Woodland Research and Technology Park (WRTP) Specific Plan guides the development of the 350 acre Plan Area in Woodland, California. The Specific Plan Area is envisioned within the City's 2035 General Plan as a natural extension of the city, ideally located and positioned for jobs and housing development. The establishment of the mixed use Plan Area is a natural progression of the City's long history of innovation and creativity in food and agricultural production.

The foundation for the Specific Plan is defined by a growing recognition that the factors that drive economic development and future growth are rapidly shifting. With the rising importance of innovation and technology development, a region's economic competitiveness increasingly depends on its ability to establish a high-quality system that fosters innovation and promotes the development, transfer, and commercialization of technology. Such innovation ecosystems provide environments in which emerging and existing technology companies can be incubated and grown, researchers and companies can collaborate in a synergistic environment, and access to scientific, engineering, and entrepreneurial talent can be easily facilitated.

WOODLAND RESEARCH AND TECHNOLOGY PARK

BUILDING ON OVER 100 YEARS OF FOOD AND AG INNOVATION IN THE CITY OF WOODLAND

This chapter introduces the Vision for the Plan Area, as influenced by the City's General Plan, the physical attributes of the site and the strengths and opportunities of Woodland and the region. Following the detailed vision, this chapter outlines the Guiding Principles, which serve as the guide for the desired outcome of development within the Plan Area. Next is Plan Area Context, which provides the background and setting. The final sections provide the organization for the Specific Plan, lists the Related Documents and provides the list of Entitlements which were approved in conjunction with the Specific Plan.

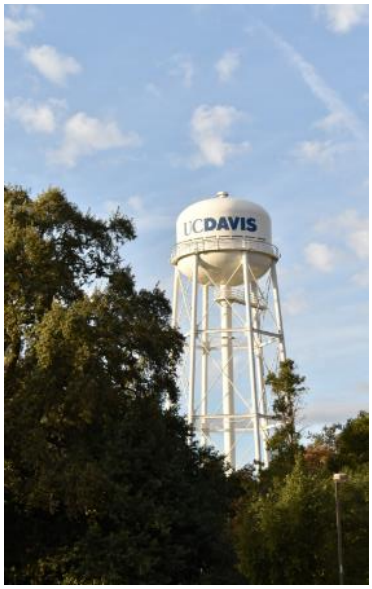
1.2 | VISION

The Woodland Research and Technology Park will serve as a gateway to connect Woodland, a community that has shaped the future of food and agriculture for over a century, with UC Davis, one of the leading agricultural research universities in the world, through the creation of an enterprising mixed use community. The Plan Area is anchored by a technology and innovation campus, with vibrant businesses and integrated residential neighborhoods. A dynamic "work-live-play" environment will attract highly skilled professionals to the region and will provide new housing opportunities and a long-term economic base for Woodland's future generations. The Plan Area will be a place where the existing strengths of the City are combined with the opportunities for the future, capitalizing on the technology transfer and research potential the Plan Area's location and base economy provide.

"Yolo County is a global hub for agricultural research, food production and sustainable technology. The proximity of this site, just five minutes from UC Davis, will offer appropriate facilities for technology startups to put down roots."

Lon Hatamiya, former Secretary of Technology, Trade and Commerce for the State of California

Northern California's agricultural innovation is anchored by the leading edge research and development at UC Davis – the nation's premier agricultural research institution.



This vision and framework responds directly to the 2035 General Plan, Policy 2.L.2, which describes the Plan Area as…"*a mixed-use residential district anchored by a research and technology business park in the Southern Gateway area at CR 25 and SR 113. Concentrate the highest intensity of development within and in close proximity to the business park area, with lower density, largely residential uses to the north."* The development framework of the Plan Area was guided by this policy, translated onto the site to achieve the desired physical form, as shown in Exhibit 1-1, Vision Concept Diagram.

The research/technology campuses are strategically placed on the west edge of the Plan Area to serve as a gateway, the central core provides a village-center focal area with a mix of uses at higher densities (the "urban villages"), and the neighborhoods wrap the east and north edges to provide a compatible transition to the Spring Lake neighborhoods. This framework provides a distinct identity, a well-defined pattern and gradual transitions to the adjacent uses. The three primary districts which evolved from the vision; the Technology Park, the Village Center and The Villages, are introduced in the following section. Chapter 2 provides details on the Land Use Plan and Districts.

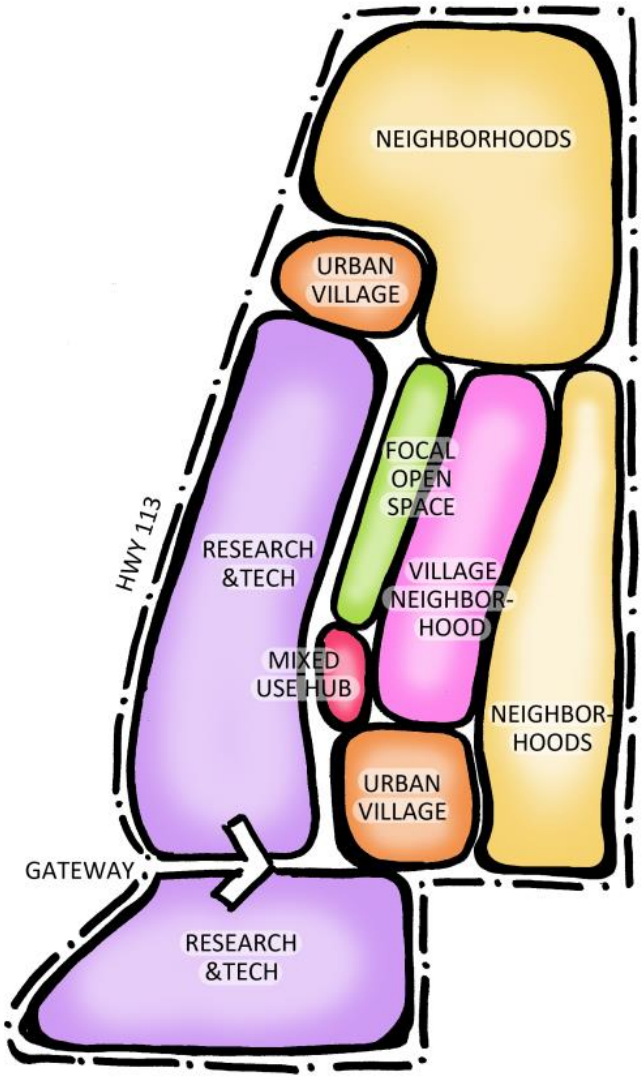


EXHIBIT 1-1: VISION CONCEPT DIAGRAM

This Specific Plan provides the physical and policy framework to implement the vision and serves as a guide for the intentional development of the Plan Area.

More detail on the land use plan and districts is provided in Chapter 2.

TECHNOLOGY PARK

Envisioned as a state-of-the-art technology hub specializing in emerging agricultural technologies and related research in energy, transportation and environmental sciences, the 120 acre research and technology campus will be a place of collaboration and exchange within a campus-like setting. Diverse public and private entities interested in collaborative innovation will be drawn to the unique setting provided in the Plan Area, a place where diverse business, job training, and new products, technologies and innovation can take root.

VILLAGE CENTER

The 45 acre Village Center is envisioned as the heart of the Plan Area, serving as the essential "third place" for residents, workers and employers. Outdoor retail displays, restaurant patios and sidewalk cafés will spill out on to open-air hardscape plazas. An 11-acre park "The Yard" framed by mid-rise townhomes and urban-style lofts will offer Tech Park employees, residents and the community a space to recreate, relax, and connect outside of home and work, steps from adjacent residential neighborhoods and less than a block from work.

THE VILLAGES

The 135 acre Village District provides diverse, high quality and attractive new neighborhoods and housing options, which will allow employees to live and work close by and move up and/or "age in place" within the same neighborhood. The Villages also serve to provide a seamless transition to the adjacent Spring Lake neighborhoods.

1.3 | EPICENTER OF AGRICULTURE & INNOVATION

The City of Woodland is at the epicenter of one of the most productive agricultural regions in the world. Woodland's ideal climate, rich soil, and reliable water supply support a wide variety of crops that sustain a diverse portfolio of businesses. It is home to all facets of the food system from local farms and food processors to seed research and agricultural technology companies.

190 COMPANIES & COUNTING

SEED RESEARCH AND AG TECH
FOOD PRODUCERS AND PROCESSORS
INDUSTRY SUPPORT AND DISTRIBUTION
MARKETS AND RETAILERS

1.3.1 Regional Proximity

Woodland is part of the Greater Sacramento Region, which is home to the capital of the 6th largest economy in the world and part of a larger mega-region that is economically linked to the Bay Area technology hubs, including San Francisco, the Silicon Valley, and the I-680 corridor.

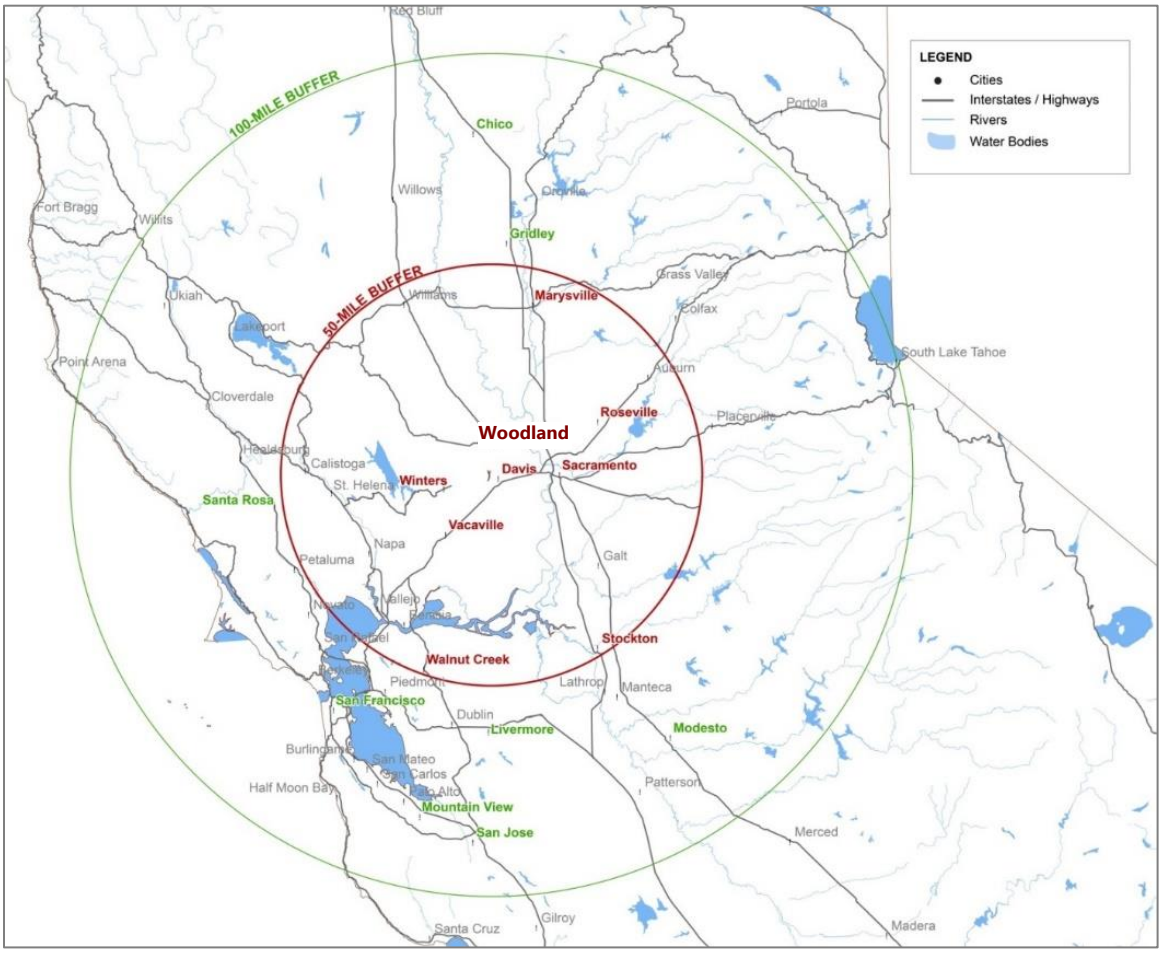


EXHIBIT 1-2: LOCAL REGION PROXIMITY

Woodland is located in the heart of the California Central Valley and at the confluence of abundant natural resources, major interstate highways, an inland port, and international airport. Moreover, one of Woodland's greatest attributes is its proximity to the University of California Davis, a university on the leading edge of research and innovation, affording connectivity to university resources, facilities, faculty, and students. The Plan Area is just seven miles (ten-minutes by ride share or shuttle) from the UC Davis main campus. In addition to UC Davis, nearby universities of Sacramento State, Chico State, UC Berkeley and Stanford generate a continuous stream of talented graduates across all fields of scientific and engineering disciplines.

1.3.2 The Food Front

Launched in 2017, The Food Front initiative brought Woodland's story as the center point of food and agricultural responsibility, to the forefront. The City of Woodland has historically been economically and socially fortified by the fertility of its surrounding farmlands.

Connecting growers, food producers and researchers, The Food Front recognizes the important role Woodland plays in agricultural and food responsibility and seeks to strengthen Woodland's leadership capacity in this realm through continued investment in forward-thinking projects and ideas that will improve how food is grown, harvested, processed and enjoyed.

The Plan Area will provide opportunities to expand on existing initiatives such as Seed Central, AgStart, and The Vine, solidifying Woodland's role as a key place for industry and academia to collaborate in to solve challenges of producing more, healthier food with less impact on natural resources.

1.3.3 Balanced Community- Work, Play, Live

The design framework of the Plan Area is intended to create a place that is authentic, socially engaging and that provides a diversity of experiences within a half-mile radius of the plan's featured 11-acre linear park. The Woodland Research and Technology Park will offer a collaborative business environment with supporting research and development in a setting that encourages innovation and entrepreneurship.

The Woodland Research & Technology Park will offer a collaborative business environment with supporting research and development in a setting that encourages innovation and entrepreneurship.

As a new employment center community, the Plan Area includes a range of housing options within close proximity to jobs and a commercial mixed-use Village Center, focused around a linear park. A multi-modal street network and bike-pedestrian trail system connects the entire Plan Area internally and to adjacent uses, including the neighboring Spring Lake residential community. Employees will be able to walk or bike to and from work and to outdoor recreation, retail and food/café venues, making the Plan Area an attractive place to live, recreate, shop and gather.

Technology Park, Road B & The Yard – Artist Rendering

1.3.4 Local Talent

The Plan Area is well positioned to retain and attract professionals in science and technology related fields to live in Woodland, including within the Plan Area. An increasing number of faculty and executive staff from UC Davis choose to reside in Woodland. Local employment training and workforce development opportunities through partnerships with the Woodland Community College, the Woodland Unified School District and UC Davis, are preparing local talent with the skills needed to support the demands of the technology sector, ensuring a steady and reliable employment base. The Plan Area will provide opportunities to connect industry with established programs, create new collaborations to teach needed skills and inspire Woodland's youth to pursue careers in a wide range of STEM and applied technology fields.

"Greater Sacramento is where innovators are revolutionizing agricultural technology. The region combines agricultural abundance from farmers to processors, highly skilled science and tech talent and the #1 agricultural sciences university in the nation – UC Davis."

Greater Sacramento Economic Council

308K STUDENTS ENROLLED IN A 4 YEAR UNIVERSITY WITHIN 90 MILES

Greater Sacramento Economic Council

1.3.5 Sustainability

The Woodland Research and Technology Park will serve as a leader in eco-innovation and sustainability. Plan Area development will employ sustainable design principles, minimizing impacts of the project on the environment. Sustainable building design, the use of low impact materials and construction techniques, on site water management and planning features that reduce commute trips and vehicle miles traveled will carry through the plan to help ensure the long-term health of the community and the environment.

It is anticipated that progressive companies and businesses locating within the Plan Area will take these efforts to the next level, incorporating sustainability practices in day to day operations through the integration of clean and renewable energy, sustainable sourcing, use of recycled materials and minimization of hazardous chemicals, waste management, green packaging, attention to a sustainable product life cycle, and through the development of energy-efficient "green" products.

The Plan Area, through development policies and standards, will play an important role in furthering the city's greenhouse gas (GHG) reduction goals. It is the goal of the Plan to strive for zero net energy consumption as outlined in the City's 2035 Climate Action Plan. The City's Climate Action Plan provides strategies and tools for addressing GHG emissions from development and aim to reduce Woodland's GHGs by 2020 and 2035 consistent with the State of California's own targets.

Specific policies and development standards outlined in Chapters 2 and 3 address the sustainability requirements and implementation.

It is the goal of the Plan to strive for zero net energy consumption as outlined in the City's 2035 Climate Action Plan.

1.4 | BUILDING ON LOCAL ASSETS

The Plan Area will provide an attractive place for residents and employees to live, recreate, shop and gather for neighborhood events, while also enjoying the amenities and opportunities a City rich in history, entertainment and community pride has to offer, including the resurgence of its Historic Downtown Main Street.

It is Woodland's rich heritage and small town charm that continue to attract people to the city and the reason so many families have stayed for generations.

Annual Dinner on Main Event

VIBRANT DOWNTOWN

Woodland has experienced a resurgence of investment and planned growth. In particular, Woodland's Historic Downtown has seen many of its historic buildings renovated and given new life. High end home décor and clothing boutiques dot Downtown's "Fabulous First Street," while hip new restaurants representing a variety of tastes stretch from one end of Main Street to the other. The City's *First Friday Art Walk* and *Thursday Night Live at the Plaza* concert series, as well as its annual festivals and holiday events draw thousands to Main Street throughout the year. Woodland's Annual California Honey Festival, spanning five blocks of downtown, draws 30,000 attendees from across the state.

Woodland's 3rd Annual California Honey Festival, spanning five blocks of Main Street, drew over 30,000 attendees from across the state and country in 2019.

Historic and New Neighborhoods

In addition to its historic downtown, Woodland boasts two honorary historic residential districts. Over 20 historic architectural styles are represented, dating from the 1870's to the 1950's and 60's. Spring Lake, located immediately east of the Plan Area, is a master planned community of 4,000 residential homes. Spring Lake carried the traditional neighborhood feel of Woodland's historic districts, through gridded and well connected streets, a mix of residential housing types and interconnected Class 1 bike trails and parks.

The Gable Mansion, built in 1885, is a California Historical Landmark

Prime Location

When it's time to get away, Woodlanders have access to sea or snow within one hour in either direction, east or west. Lake Tahoe, San Francisco and the Napa Valley are all within a two-hour drive. Sacramento, the State's Capital, is located 20 minutes to the east as well as the Golden One Arena where the NBA Kings call home. The Sacramento International Airport is an easy 10-minute drive or ride share from the city.

Velocity Island Wakeboard Park

For those desiring to stay closer to home, the Velocity Island Wake Board Park located in north Woodland, is a great place to cool off during the summer. Other's may choose to explore the Yolo countryside, Dunnigan Hills (an American Viticultural Area, "AVA"), or Capay Valley - the birthplace of the organic food movement, and taste the bounty of fresh, locally grown / made products or simply marvel at the ever-changing agricultural landscape.

1.5 | SPECIFIC PLAN GUIDING PRINCIPLES

In May 2017, the City of Woodland adopted a comprehensive update to its General Plan, setting the stage for future growth and development within its Urban Limit Line (ULL) through the year 2035. A key focus of the General Plan is economic development and job growth. The Plan Area is specifically envisioned within the General Plan as a natural extension of the city, ideally located and positioned for jobs and housing development.

The 2035 General Plan designates the Plan Area as a New Growth Area, SP-1A. Policy 2.L.2 provides further guidance for the Plan Area:

> *"Promote development of SP-1A as a mixed-use residential district anchored by a research and technology business park in the Southern Gateway area at CR 25A and SR 113. Concentrate the highest intensity of development within and in close proximity to the business park area, with lower density, largely residential uses to the north. Encourage sustainable development through the use of renewable energy sources and water conservation tools with the goal of striving to achieve zero net energy at the building and neighborhood level to the extent feasible."*

Based on the guidance provided by the Woodland General Plan and the desired vision of a state of the art technology hub with sustained economic growth and competiveness in today's global, knowledge based economy, the following Guiding Principles provide the envisioned outcome and overarching vision for development within the Plan Area.

1. INNOVATION

The Plan Area will develop as a state-of-the-art innovation center campus for technology, research and development, and office uses. Flexibility in design and implementation is supported, allowing businesses to respond to market demand through phasing of construction and the ability to offer a variety of building types and sizes. Complementary uses within immediate proximity to the business park, including hotel, commercial, employee-serving retail and recreational opportunities will support day-to-day needs of businesses, their clients, and their employees.

2. TECHNOLOGY CAPTURE/ TALENT RETENTION

Collaboration with UC Davis, Woodland Community College and others will bolster start-up businesses and growing mid-to-large size companies through technology transfer and IP sourcing. The Plan will accommodate advanced technology-related jobs and training that allow a greater number of Woodland residents and college graduates from the Woodland Community College and throughout the region to live and work in the community, generating an infusion of intellectual capital.

3. BUSINESS PARTNERSHIPS

Companies locating in the Tech Campus will have the opportunity to take positive advantage of the existing and thriving seed, food, and agricultural-based industries currently located and doing business in and around Woodland. Access to additional resources and new markets, new ideas, materials, and expertise will grow through strategic partnerships with new and existing businesses in Woodland.

4. SUSTAINABLE AND RESILIENT

The Plan Area will lead in energy efficiency and sustainable design. Development within the Plan Area will incorporate cutting edge green building practices. Land use strategies and transportation demand management will reduce vehicle miles traveled and facilitate the use of alternative fuel vehicles. The city's urban forest canopy will be increased and projects will incorporate naturalized stormwater management. These and other measures will contribute to meeting City goals for greenhouse gas reduction by 2035 contained in its 2035 Climate Action Plan.

5. GATHERING PLACE

A successful Village Center and featured 11-acre linear park will provide a mix of social gathering spaces for employees, residents, and visitors to connect, recreate, and relax. These informal networking opportunities will foster greater innovation and engagement among the workforce and allow for the balanced integration of work and life that the next generation of professionals seek.

6. CONNECTIVITY/MOBILITY

A combination of well-designed complete streets, protected bicycle lanes, and pedestrian / bicycle greenways will prioritize the pedestrian experience throughout the Plan Area. Well-connected parks, open spaces and greenbelts will encourage residents and employees to walk, bike, or scooter rather than drive to work, home, and play. Existing bike trails and greenbelts will extend from and connect to the adjacent community including nearby schools, community center and shopping center. A shared mobility hub will serve as a point of connection for those arriving and departing the Tech Campus by various forms of alternative transportation – including micro transit stops and fixed bus routes with frequent service to Downtown Woodland and UC Davis. Amenities to support last mile active transportation alternatives are featured, including bike and scooter share services.

7. HEALTHY COMMUNITY

Connected streets with bicycle and pedestrian facilities, trails, accessible parks, and open spaces with passive and programmed recreation will facilitate and encourage active, healthy living. Access to healthy foods through community gardens, a farmer's market and/or fresh produce market in the Village Center will be promoted. A mix of social gathering places will enable employees and residents to come together for fun and relaxation, boosting emotional wellness.

8. NEW NEIGHBORHOODS/SEAMLESS TRANSITIONS

Diverse, high quality and attractive new neighborhoods and housing options, including single- and multi-family residential units and mixed-used projects will allow Tech Park employees to live and work close by and "move up" within the same neighborhood as families grow or nests are emptied. Land use and circulation planning, coupled with design and development standards will ensure a thoughtful transition between the Plan Area and the adjacent Spring Lake neighborhood, complementing the established community.

1.6 | PLAN AREA CONTEXT AND CHARACTERISTICS

1.6.1 Plan Area Location

Exhibit 1-3 shows the location of the Specific Plan. The Plan Area is bound on the north and east by the Spring Lake Specific Plan Area, a 4,000-unit residential community. It is bound on the south by CR 25A and the City's Urban Limit Line (ULL) and on the west by State Route 113 (SR 113). The Specific Plan Area consists of approximately 350 acres that are located just outside of the Woodland city limits but within the ULL.

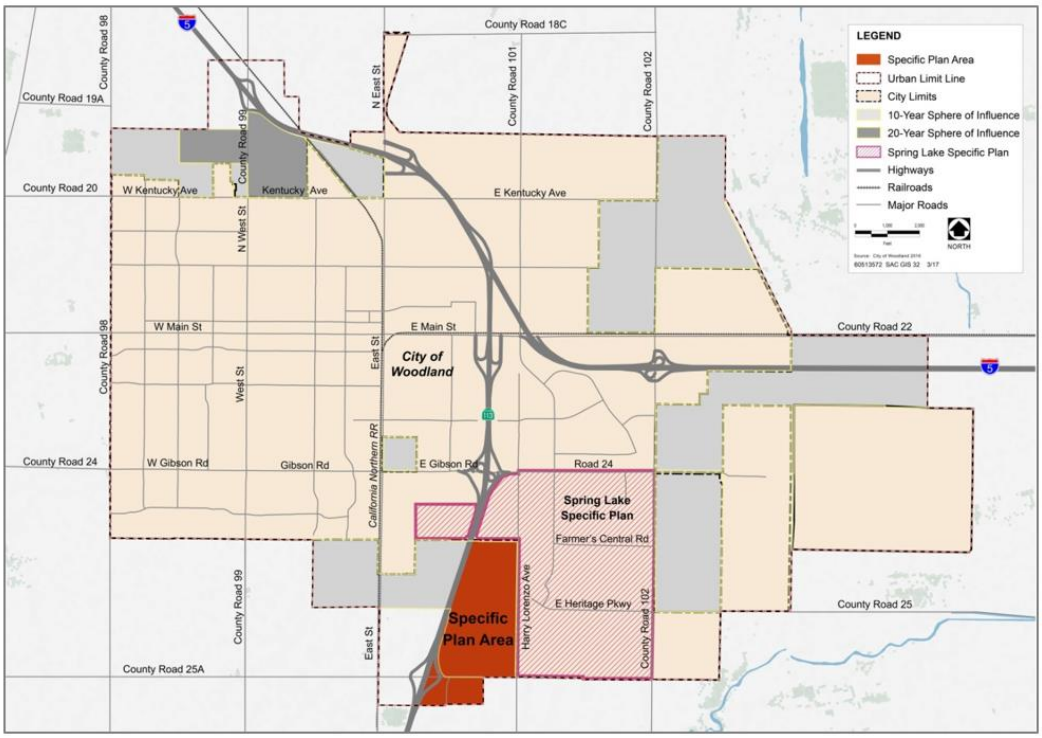


EXHIBIT 1-3: PLAN AREA LOCATION

1.6.2 Pre-Specific Plan Site Conditions

The Plan Area is visible from the SR 113 and is characterized by relatively flat actively farmed agricultural land, with one house and one barn located along County Road (CR) 25A. Lands within and adjacent to the Plan area are classified as Prime Farmland, as determined by the Farmland Mapping and Monitoring Program (FMMP), California Department of Conservation. Pre-Specific Plan access to the Plan area was from Gibson Road to the north and from the CR 25A interchange, via Harry Lorenzo Avenue (portions of which are unimproved). No natural streams, waterways or agricultural drainage canals exist in the Plan Area. Several existing trees in the Plan Area occur mainly adjacent to existing roadways. Existing utility poles, with overhead power lines, are located along SR 113 and Harry Lorenzo Avenue.

1.6.3 Surrounding Uses

The Plan Area is located and surrounded by agricultural land to the south, SR 113 and agricultural land to the west, and urban development within Spring Lake on the north and east. A sports park and the Woodland Community and Senior Center are located within one-half mile west of the northern boundary of the Plan area, from Sports Park Drive.

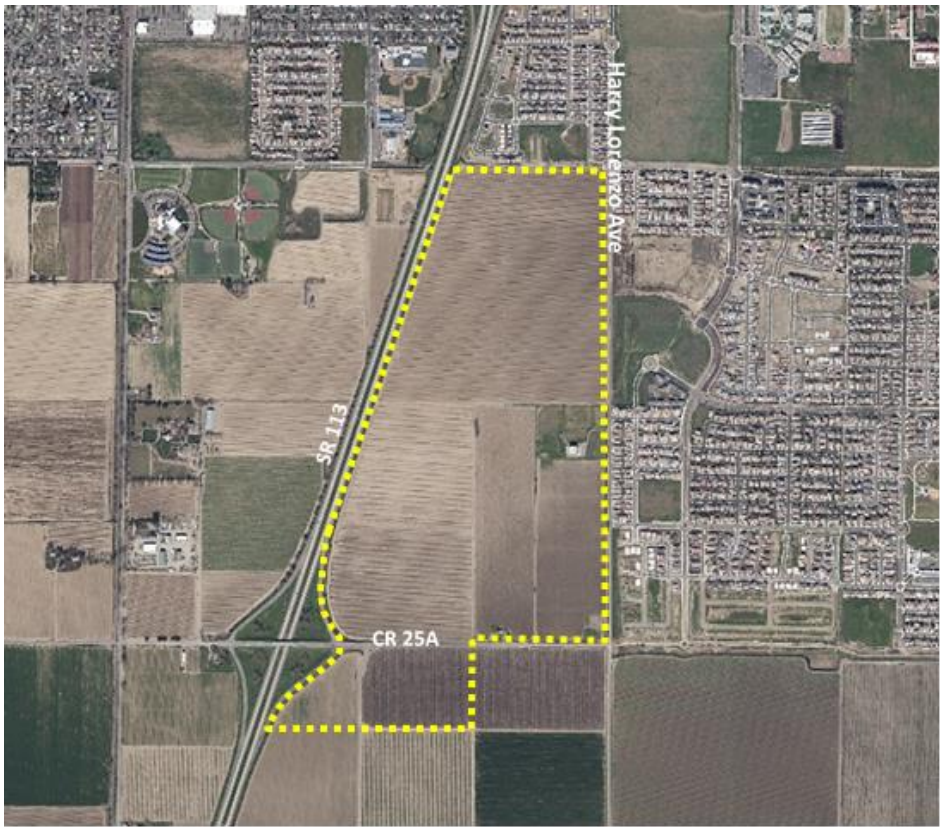


EXHIBIT 1-4: AERIAL PHOTO OF PLAN AREA AND SURROUNDINGS

1.6.4 Adjacent Infrastructure

In anticipation of future development of the Specific Plan, the backbone utility lines in Spring Lake were oversized and stubbed out at the border of the two planning areas, to ensure efficient service to the Plan Area through extension of those backbone utility lines from Spring Lake. Spring Lake's existing and planned bike network was also designed to connect seamlessly with the Plan area and includes a mix of dedicated on-street lanes and off-street paths. Similarly, the Plan Area extends and connects to the bikeways, pedestrian ways and open space corridors within Spring Lake.

1.6.5 General Plan Land Use Designations

The 2035 General Plan designates the Plan Area as one of three subareas in the Specific Plan 1 (SP-1) new growth area, located in the southern part of the City. The Plan Area is classified as Specific Plan (SP-1A) in the General Plan Land Use Diagram, as shown in Exhibit 1.3.

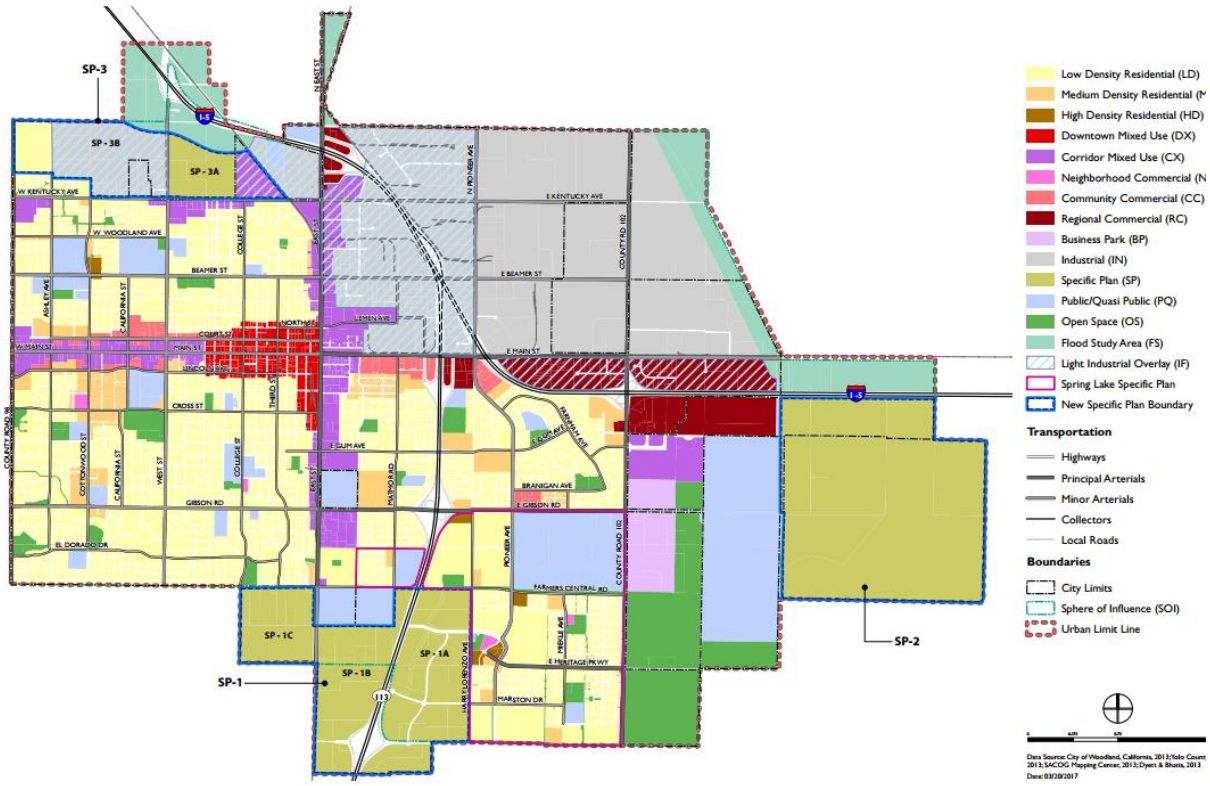


EXHIBIT 1-5: GENERAL PLAN LAND USE DESIGNATIONS

1.7 | PURPOSE AND ORGANIZATION OF SPECIFIC PLAN

The Specific Plan is intended to guide the orderly growth and development of the Plan Area. Under California Government Code, sections 65450 through 65457, and the State General Plan Guidelines prepared by the Office of Planning and Research, a specific plan may be used to implement a general plan and its policies/programs.

Another purpose of the Specific Plan is to exempt from further CEQA review, or limit the scope of subsequent CEQA review, projects undertaken to implement the Plan. Government Code section 65457 provides a CEQA statutory exemption for any residential development project or zone change that is undertaken to implement and is consistent with a specific plan for which an EIR has been certified. In addition, Public Resources Code (Section 21155.4(a)(2)) exempts from

subsequent CEQA review, residential, mixed-use, and employment center/office projects (with floor area ratios of 0.75 or greater) that are consistent with an adopted Specific Plan.

California Government Section 65451(a) defines the following content requirements for specific plans, consisting of text and diagram(s), which specify all of the following:

- The distribution, location, and extent of all land uses, including open space, within the area covered by the Specific Plan (Chapters 1, 2 and 5).
- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan (Chapters 4 and 5).
- Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable (Chapters 2, 3 and 6).
- A program of implementation measures, including regulations, programs, public works projects and financing measures necessary to carry out paragraphs 1, 2, and 3 (Chapter 6).

1.8 | RELATED DOCUMENTS

A specific plan works in conjunction with other regulatory documents to implement the development process. The following section provides a brief description of these related documents. Chapter 7, Administration, provides more detail on the functions of these documents.

1. GENERAL PLAN

The California Government Code requires that Specific Plans be consistent with the local jurisdiction's adopted General Plan. The General Plan is a statement of the community's land use values and is the underlying basis for its vision and direction. An analysis of the consistency of the Specific Plan with applicable General Plan policies and actions is provided in the EIR.

2. WOODLAND ZONING CODE

The Specific Plan includes Development Standards and Design Guidelines, which are adopted into Ordinance (Zoning Code Title , Chapter , Article__) These regulations shall govern development, improvements and construction within the Plan Area.

3. IMPROVEMENT STANDARDS

The Improvement Standards establish basic standards and detail sheets for construction of public infrastructure. These standards and specifications apply to all construction within

the Plan Area, unless otherwise addressed herein. To the extent that a component or regulation of the Specific Plan differs from a requirement of the Standards, the Specific Plan will take precedence. Where the Specific Plan is silent, the Standards will be used for purposes of interpretation, and/or directly applied as appropriate.

4. ENVIRONMENTAL IMPACT REPORT

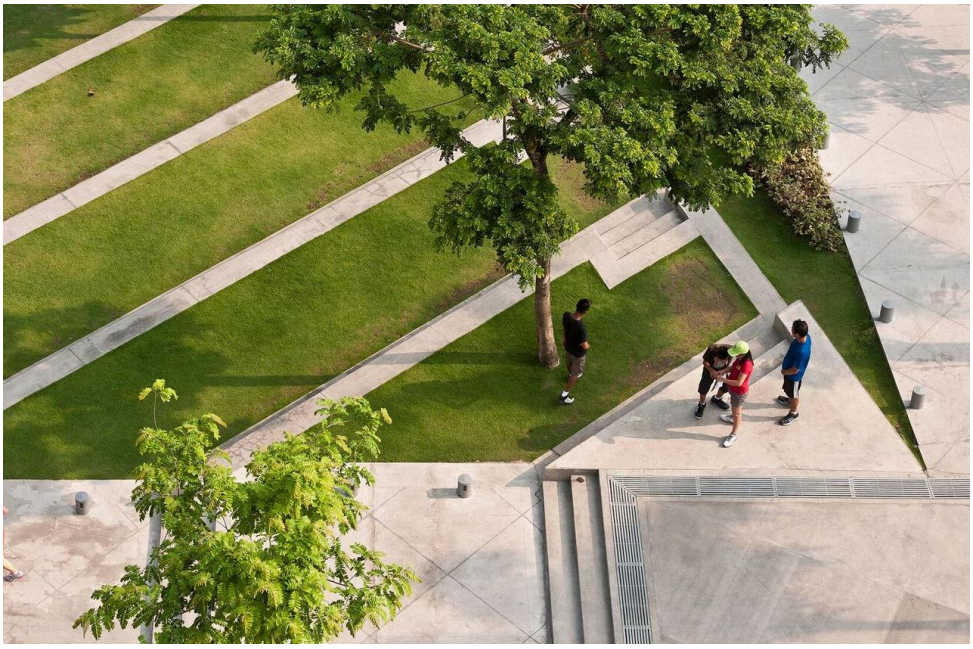
The City of Woodland was the lead agency in the preparation and certification of an Environmental Impact Report (EIR), pursuant to the California Environmental Quality Act (CEQA). The EIR for the WRTP Specific Plan (State Clearinghouse Number #2017062042) examines the environmental impacts of the proposed plan and identifies potential changes in the environment that would result from implementation of the plan. CEQA Guidelines (Title 14, California Code of Regulations) Section 15183 provides that projects consistent with development density, zoning, community planning, and the general plan for which an EIR was certified do not trigger a new environmental review unless there are new impacts that have not already been properly addressed. Section 65457(a) of the California Government Code and CEQA Guidelines Section 15182(a) provide that no EIR or negative declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.

The EIR for the Specific Plan is intended to qualify subsequent projects within the Plan Area for these exemptions, assuming those projects are consistent with the adopted Specific Plan, and fulfill all applicable conditions and CEQA mitigation measures.

1.9 | PROPOSED ENTITLEMENTS

The Specific Plan and related documents were approved by the City of Woodland as part of the entitlement process. These entitlements included certification of the EIR, adoption of the Specific Plan, approval of a General Plan Amendment, and Pre-Zoning of the Plan. In addition to the above listed entitlements, separate annexation requests to Yolo County Local Agency Formation Commission (LAFCo) are required prior to the processing of individual developments. Individual development projects are subject to review and approval of subsequent permits and entitlements by the City of Woodland, other local, State and Federal agencies. Chapter 7, Administration, provides more detail on the Specific Plan Administration processes.

2.0 | LAND USE FRAMEWORK



2.1 | A FRAMEWORK FOR INNOVATION

The Woodland Research and Technology Park Specific Plan lays the framework for a place-based technology center that will accelerate the exchange of ideas between innovative companies and global research institutions. The convergence of land use types that link progressive work environments with a diversity of housing, retail and recreational opportunities sets the Plan Area apart from other traditional business parks and research centers. The development framework of the Plan Area seeks to capture the energy and excitement embodied within an energetic, urbanized setting while maintaining a feeling and appreciation for the small town charm and rural character that forms the foundation and heart of the Woodland community.

The convergence of land use types that link progressive work environments with a diversity of housing, retail and recreational opportunities sets the Plan Area apart from other traditional business parks and research centers.

The Plan Area consists of 350 acres poised for development of 2.2 million square feet of office, commercial and research/technology space, approximately 1,600 residential housing units and 17.6 acres of parks and open space, network trails and greenbelts. Approximately 5,000 jobs are anticipated at build-out. The Plan Area will bring new jobs to the City while reducing vehicle use and resultant emissions by providing an employment center and daily amenities within steps of attractive and diverse housing options.

This chapter outlines the Specific Plan Policies, which are used to guide subsequent sections of the Specific Plan including land use, circulation, sustainability and implementation. The Land Use Plan and Land Use Summary are provided in Section 2.3. The Land Use Plan is the "blueprint" of the community, which evolved from the vision, the application of applicable General Plan policies and in response to the opportunities and constraints of the site. The chapter concludes with the Districts, which provide the framework of the Land Use Plan and highlight the unique features that make up the Plan Area community.

350 ACRE PROJECT AREA

±2.2M SF RESEARCH/TECH

±1600 RESIDENTIAL UNITS

17.6AC PARK/OPEN SPACE

5,000+ JOBS

Birdseye view looking North- artist rendering

Multi- Use Trails And Paths **5 Miles**

Dedicated On-Street Bike Lanes **3.5 Miles**

Linear Park & Greenbelts **17.6 acres**

2.2| SPECIFIC PLAN POLICIES

Policies for the development of the Plan Area are derived from the Guiding Principles outlined in Chapter 1.5. Several policies closely mirror those adopted in May 2017 as part of the General Plan 2035 update (as indicated in parentheses), while others are specifically crafted to implement the vision of the Plan Area.

The following land use, design, sustainability, open space, streetscape and mobility, and economic development policies help to define and implement the land use framework outlined in Section 2.4 of this chapter.

2.2.1 Land Use

1. **Epicenter of Food and Agriculture.** Promote the development of the Plan Area as a premier food and agriculture industry hub by providing appropriate infrastructure, adequate land with compatible land uses and by supporting research and innovation. (Policy 2.D.2)

2. **Atmosphere of Collaboration.** Promote an atmosphere of collaboration and innovation by designating an appropriate mix of land uses, building types and formats with an engaging public realm.

3. **Active Ground Floor Uses.** Facilitate the opportunity for active commercial and ground floor uses such as meeting rooms, exhibition and maker-spaces, cafés, fitness studios within the RTP/Transitional Overlay zone fronting Road B. Provide architectural design and streetscape standards and guidelines that help frame the public realm as an inviting urban, walkable environment.

4. **Flexibility within Development Standards Framework.** Include flexible zoning, site and development standards that will allow companies and businesses within the Plan Area to easily adapt to changing market demands and to grow and evolve over time.

5. **Housing Mix.** Design neighborhoods to include a mix of housing types at a range of densities and affordability levels that accommodate residents at all stages of life. Residential uses must achieve an overall minimum average density of eight dwelling units per gross acre across the Plan Area.

6. **Variety and Quality.** Ensure that residential development provides variability and quality design to distinguish individual homes from one another and create identifiable neighborhoods. (Policy 2.M.8)

2.2.2 Design

1. **Compact Form.** The Land Use Plan shall promote compact development patterns, mixed land use, and higher-development intensities that conserve land resources, reduce vehicle trips, improve air quality, and facilitate walking, bicycling, and transit use. (Policy 2.C.1)

2. **View Corridors.** Create attractive view corridors that frame the streets with distinctive buildings, trees, and other landscaping complemented by well-designed and integrated signage. At community entry points, provide a clear, physical sense of arrival into the community. (Policy 2.E.5)

3. **Building Facades.** Encourage a mix of building patterns, frontages, ground floor transparency, and the use of horizontal and vertical building articulation to break up building mass, create visual interest and design to activate street level frontages. (Policy 2.E.6/2.I.1)

4. **Transition Areas.** Promote the sensitive design of transition areas between different land uses in order to ensure compatibility, and encourage a gradual and compatible shift in scale between different densities an intensities of various uses. (Policy 2.E.3)

2.2.3 Sustainability

1. **Consistency with the Climate Action Plan.** Ensure new development is consistent with the objective and targets of the City's Climate Action Plan with the goal of striving to achieve zero net energy at the building and neighborhood level. (Policy 2.C.2/2.L.2)

2. **Resource Efficiency.** Encourage and incentivize building construction that consumes less energy, water, and other resources; allows natural ventilation; uses daylight effectively; reduces stormwater runoff; and facilitates the use of clean energy whenever possible. Use trees for cooling, energy conservation and to improve air quality. (Policy 2.C.4)

3. **Electric/Alternative Fuel Vehicle Parking**. Parking facilities in non-residential zones shall provide for alternative fueling and electric vehicle charging. Residential development shall provide EV-capable facilities in all garages and parking lots. (Policy 3.H.7)

4. **Agricultural Interface.** Where development within the Plan Area occurs at the edge of the Urban Limit Line adjacent to agricultural land, a buffer of 150-feet shall be incorporated, where feasible, to minimize potential incompatibilities of the adjoining uses. (Policy 7.C.4/7.C.5)

5. **Agricultural Uses**. Where agricultural activity exists within the Plan Area boundary, the agricultural uses shall be permitted to continue until urban development occurs on the active agricultural properties. (Policy 7.C.2)

2.2.4 Open Space

1. **Greenbelt/Trail System.** Extend and integrate a greenbelt/trail system that provides recreational and transportation benefits for residents and employees of the Plan Area. (Policy 2.M.4)

2. **Public Gathering Space.** Provide interesting public gathering spaces and corridors including small public plazas, courtyards, pocket parks and paseos within the North and South Campus and the Village Center to provide opportunities for social interaction within the built environment.

3. **Private Open Space.** Provide private open space as part of large residential, commercial or mixed-use development projects.

2.2.5 Streetscape and Mobility

1. **Bike and Pedestrian-Orientation.** Create walkable, pedestrian-scaled blocks that feature sidewalks and bikeways that are safe, comfortable, and inviting. Encourage site design for mixed use zones to minimize driveway, curb cuts and parking visibility. (Policy 2.E.4/2.I.1)

2. **Green Streets.** Provide continuous shade trees along key corridors, integrate low-impact development (LID) drainage facilities to manage stormwater runoff within the public right-of-way, and include Class I or Class II bike facilities where possible. (Policy 2.I.3)

3. **Multimodal Access.** Require convenient, attractive and safe pedestrian, bicycle and transit connections throughout the Plan Area Districts. (Policy 2.J.6)

4. **Roundabouts.** Provide landscaped roundabouts as an intersection traffic control option with demonstrated air quality and safety benefits, where deemed feasible and appropriate. (Policy 3.B.9)

5. **Parking.** Shared parking facilities are encouraged throughout the Plan Area and shall be designed to reduce heat island effect, providing for significant landscaping and tree canopy. Onsite parking along/adjacent to street frontages, particularly Road B, is strongly discouraged. (Policy 3.H.2/3.H.3/3.H.6)

6. **Transportation Demand Management (TDM).** Businesses within the Research and Technology Park campus should incorporate Transportation Demand Management (TDM) tools and programs to encourage and create incentives for the use of alternative travel modes and disincentivize single-occupancy vehicle use. (Policy 3.A.5)

7. **Emerging Technologies.** Plan for and accommodate next generation transportation technology and advancements, where feasible, in the Plan Area design and street network. (Policy 3.A.6)

8. **Transit Services.** In coordination with the Yolo County Transportation District and UC Davis, plan and implement transit and express-bus service between the Plan Area and UC Davis campuses that is both sustainable and cost-effective. (Policy 3.G.1/3.G.6)

2.2.6 Economic Development

1. **Business Environment.** Support a welcoming business environment within the Technology Park through streamlined and consistent application of regulatory and permitting procedures and through financially feasible development costs. (Policy 4.A.2)

2. **Emerging Industries.** Provide flexible development regulations and guidelines that allow for efficient adaptation and accommodation of emerging industries and new market opportunities. (Policy 4.C.6)

3. **Agricultural Industry.** Accommodate agriculture-related industries through supportive ag policies and programs including ag-technology accelerators, agricultural processing facilities and through coordination with Yolo County, UC Davis, AgStart and other organizations invested in advancing global innovation in ag and food-tech. (Policy 4.C.9)

4. **Workforce Development.** Provide for educational and workforce training opportunities within the Plan Area through partnerships with employers and business educators, the Woodland Community College and the Woodland Joint Unified School District. (Policy 4.C.15/4.G.5)

2.3 | LAND USE PLAN

The Land Use Plan, shown on Exhibit 2-1, illustrates the arrangement of land uses and the transportation network which provides the backbone of the Land Plan. Table 2.1 provides a detailed summary of the land use designations, acres, dwelling units and square footages allocated on the Land Use Plan and evaluated in the EIR analysis. At build out, the land use plan is estimated to result in approximately 2.2 million square feet of research/technology and commercial land uses, producing approximately 5000 jobs and 1,600 residential dwelling units. The mix of land use types and intensities will provide for a vibrant, sustainable and balanced new community addition which complements and supports the surrounding and planned uses within the City of Woodland.

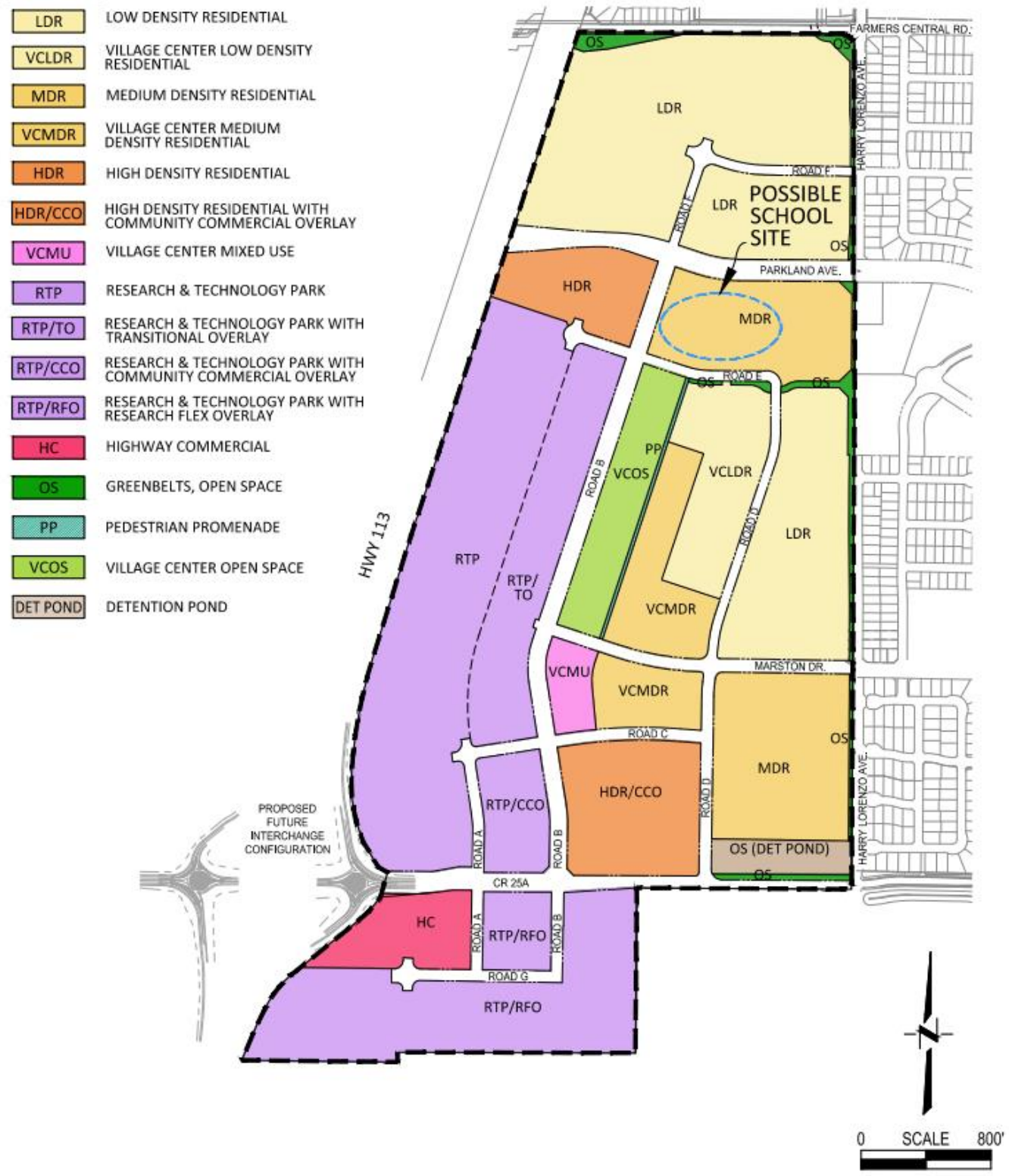


EXHIBIT 2-1: LAND USE PLAN

Table 2.1 Land Use Summary

Land Use Designations	Zones	Gross Acres	Density Range	Floor Area Ratio Range	Estimated Dwelling Units[1]	Estimated Non- Res Square footage[1]
RESIDENTIAL						
Low Density Residential	LDR	74.8	1.0-8.0		500	
Village Center Low Density Residential	VCLDR	13.1	1.0-8.0			
Medium Density Residential	MDR	35.5	8.1-19.9		600	
Village Center Medium Density Residential	VCMDR	16.7	8.1-19.9			
High Density Residential	HDR	9.7	20.0-40.0		500	
High Density Residential/Community Commercial Overlay[2]	HDR-CCO	15.9	20.0-40.0	0.2-2.0		68,000
SUBTOTAL RESIDENTIAL		**165.7**			**1,600**	**68,000**
RETAIL / COMMERICIAL						
Village Center Mixed Use[3]	VCMU	3.5		0.6-4.0		75,000
Highway Commercial	HC	8.2		0.25-2.0		70,000
Subtotal Retail /Commercial		11.7				**145,000**
RESEARCH AND TECHNOLOGY PARK						
Research and Technology Park	RTP	50.3		0.2-2.0		1,955,000
Research and Technology Park/Transitional Overlay	RTP/TO	19.3		0.2-2.0		
Research and Technology Park/ Community Comm. Overlay	RTP/CCO	6.8		0.2-2.0		
Research and Technology Park/ Research Flex Overlay	RTP/RFO	35.9		2.0 max		
Subtotal Research and Technology		**112.3**				**1,955,000**
Subtotal Commercial/RTP		**124.0**				**2,100,000**
PARKS, OPEN SPACE, DETENTION POND						
Village Center Open Space (includes Pedestrian Promenade)[4]	VCOS	11.6		0.5		32,000
Greenbelts, Open Space, Promenades	OS	6				
Detention Pond/Facility	OS (DET POND)	4.2				
Subtotal Parks/OS		**21.8**				**32,000**
RIGHT OF WAY						
Collectors & Arterials	ROW	38.0				
GRAND TOTALS		**349.5**			**1,600**	**2,200,000**

NOTES:

1. Assumed average yields for planning purposes and EIR analysis.
2. 25% (~4.0 Acres) of HDR/CCO Acreage assumed to be developed as Community Commercial
3. Village Center Mixed Use may include residential units not included herein
4. Village Center Open Space allows for 1.5 acres of commercial/retail uses

2.3.1 Introduction of the Land Use Zones

The Land Use Plan identifies the location of the land uses with a zoning designation. In general, the Land Use Plan includes three broad categories of land uses. The Research/Technology Park and Commercial category are the primary employment focused zones. The Residential category is the primary housing zones and the Open Space/Park category includes the open space, parks, recreation and public zones. Chapter 3, Land Use Regulation, Development Standards and Design Guidelines, provides a detailed description of each zone, the allowed density and intensity, the permitted uses and the physical standards such as setbacks, building heights and other development standards.

1. RESEARCH/TECHNOLOGY PARK AND COMMERCIAL ZONES

RTP- Research Technology Park

RTP/TO-Research Technology Park/Transitional Overlay

RTP/CCO-Research Technology Park/Community Commercial Overlay

RTP/RFO-Research Technology Park/Research Flex Overlay

HC-Highway Commercial

VCMU-Village Center Mixed Use

2. RESIDENTIAL ZONES

LDR- Low Density Residential

VCLDR-Village Center Low Density Residential

MDR- Medium Density Residential

VCMDR-Village Center Medium Density Residential

HDR-High Density Residential

HDR/CCO-High Density Residential/Community Commercial Overlay

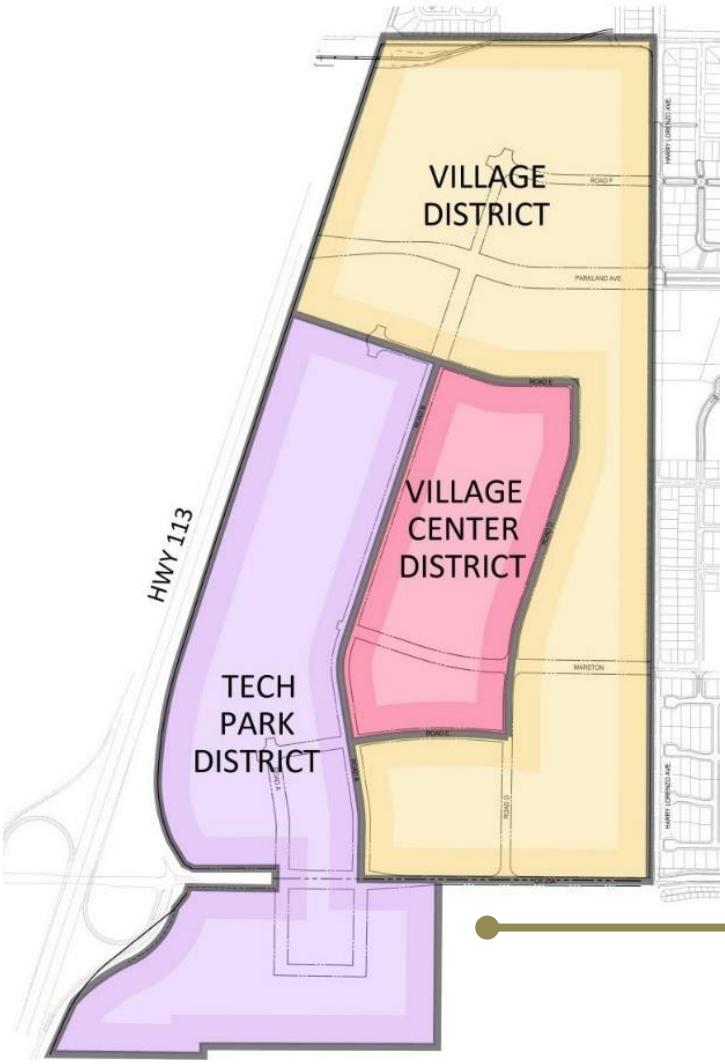
3. OPEN SPACE/PARK ZONES

VCOS- Village Center Open Space

OS-Greenbelts, Promenade and Detention Pond/Facility

2.4 | THE DISTRICTS

Districts are used to identify the geographic and form types within the Land Use Plan and embody the overarching theme of work, play, live. The three Planning Districts are the Technology Park, the Village Center and the Villages. Each of the three Districts have sub-districts, as outlined below and described in the following sections. The sub-districts assist in defining desired elements of intensity, scale and form for each sub area. The envisioned form and character of each district is described in the following sections and more detail is provided in Chapter 3, Development Standards and Design Guidelines.



TECHNOLOGY PARK
- North Campus
- South Campus

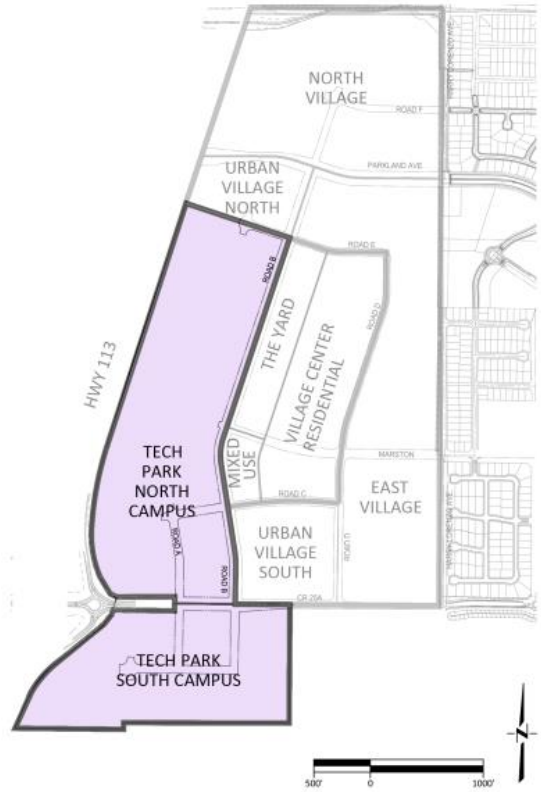
VILLAGE CENTER
- Village Center Mixed Use
- The Yard
- Village Center Residential

THE VILLAGES
- North Village
- East Village
- Urban Villages

EXHIBIT 2-2: DISTRICTS

WORK ■ LIVE ■ PLAY

2.4.1 Technology Park District



TECHNOLOGY PARK DISTRICT

… North Campus | 76.4 acres

… South Campus | 44.1 acres

TOTAL 120.5 acres

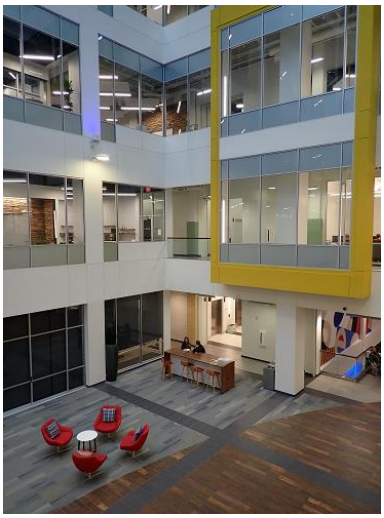
Consisting of a North and South Campus, the Technology Park District will accommodate approximately 2 million square feet of office, research and light industrial "flex" space for a variety of users in a range of sizes and scale. The North Campus, described in detail below, serves as the core business hub for both established and large-scale companies as well as enterprising start-ups and incubator spaces. The South Campus will carry forward this collaborative environment while offering additional opportunity for light manufacturing/industrial flex space and immediate proximity to real-time, field research sites. Sustainability principles will be incorporated throughout the North and South Campus as a key and defining attribute of the Technology Park

District. Energy efficient building design and mobility features that reduce auto dependency will minimize carbon impact with a goal of achieving net-zero energy and safeguarding the long-term health of the environment.

1. NORTH CAMPUS

The North Campus will serve as the primary gateway and innovation hub within the Plan Area. Comprised of approximately 98 acres, the North Campus has a base zoning of Research and Technology Park (RTP). In order to allow flexibility to mix and adapt use types in response to development opportunities and shifting market demands, two areas of the North Campus have an overlay zone of Community Commercial (RTP/CCO) and Transitional (RTP/TO). Detail on the permitted uses within these zones are found in Chapter 3.

The Tech Campus will house a variety of uses and building types including corporate headquarters and mid- to large sized offices.



The North Campus is intended to evolve as a diverse, leading edge research and technology park designed to support adaptable site and building formats and to accommodate a variety of users in a campus environment. Flexible regulations will allow for innovative design solutions that support evolving trends and advances in the fields of science and technology. Diverse uses and building types, from mid- to large-size offices, corporate headquarters, incubation spaces for small start-up firms, and spaces for the commercial development of pioneering products and technologies will contribute to a broader knowledge ecosystem within the North Campus.

Buildings may require large formats/footprints and range from two to five stories in height, yet the pedestrian experience will remain comfortable and engaging. Frequent street-facing entrances and glazing, active ground floor uses, appropriate building setbacks and properly framed public spaces will enhance the public realm, inspiring creative thinking both within and outside of the built environment. Well designed and landscaped pedestrian paseos including areas for pocket parks and other amenities, will break up longer blocks and encourage pedestrian activity and interaction.

A welcome center, leasing office, technology innovation demonstration areas, landmark and gateway features exhibiting the technology and sustainability themes are envisioned to be located at the main entrance of the North Campus, along Road B. Wayfinding will be integrated throughout the North Campus to ensure easy navigation through the Plan Area starting at the Gateway.

A commercial center including a hotel and conference center is envisioned at the southern end of the district, providing daily service amenities for businesses, visitors, employees and residents.

The incorporation of ground floor commercial and other active uses such as cafés, fitness studios, exhibition and maker-spaces, meeting rooms, and similar uses, will provide a vibrant and engaging building-to-streetscape interface.

The easternmost edge of the North Campus will serve as an important transition zone between the predominantly larger format uses and the mixed-use Village Center and residential areas to the east. A greater emphasis on the pedestrian experience, design and architectural detailing are placed on buildings directly fronting Road B. The incorporation of ground floor commercial and other active uses such as cafés, fitness studios, exhibition and maker-spaces, meeting rooms, and similar uses, will provide a vibrant and engaging building-to-streetscape interface. Appropriate building frontages, massing, setbacks, sidewalk widths, and overhead coverings/awnings in addition to thoughtfully placed street furniture, landscaping and lighting will help frame the public realm as a walkable and comfortable urban environment.

Businesses fronting Road B will have the advantage of being located directly adjacent to and across from The Yard, an 11-acre linear park, providing the associated views and opportunities for enhanced social engagement. Businesses located across from The Yard are encouraged to integrate outdoor seating and gathering spaces that take advantage of the viewshed and further activate the street.

2. SOUTH CAMPUS

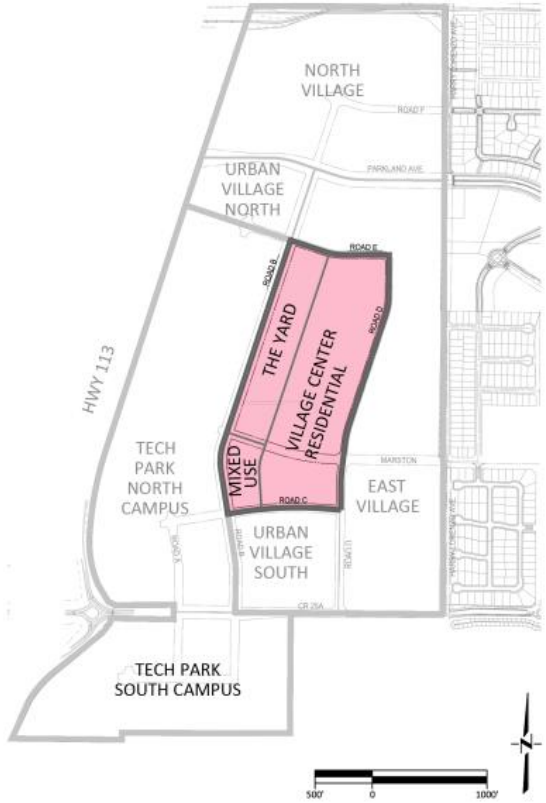
The 44-acre South Campus serves as a continuation of the North Campus, but with a greater emphasis on light manufacturing uses and research facilities and the addition of Highway Commercial zoning. South Campus businesses will benefit from both freeway frontage and immediate proximity to prime agricultural land to the south and east of the Plan Area boundary that will allow field trials to be conducted proximate to research. Approximately 36 acres of the South Campus is zoned Research Flex Overlay (RTP/RFO), which allows flexibility to mix and adapt use types in response to development opportunities and shifting market demands. Detail on the permitted uses within this zone are found in Chapter 3.3.

Approximately 8 acres of Highway Commercial (HC) zoning is provided at the northwest corner of the South Campus allowing commercial uses that serve the traveling public and the community.

Proximity to prime agricultural land will allow for convenient access to field trials and research. Greenhouses are permitted in the South Campus.

WORK ■ **PLAY** ■ LIVE

2.4.2 The Village Center



VILLAGE CENTER DISTRICT

… Village Center Mixed Use | 3.5 acres

… Village Center Residential | 29.8 acres

… The Yard | 11.5 acres

TOTAL 44.8 acres

The Village Center, consisting of approximately 45 acres, will provide the essential "third place," for the younger workforce as well as the opportunity for experienced employers to connect with and mentor the next generation of industry leaders and thinkers. Outdoor retail displays, restaurant patios and sidewalk cafés will spill out on to open-air hardscape plazas. An 11-acre park termed "The Yard," framed by mid-rise townhomes and urban-style lofts will offer employees, residents and the community a space to recreate, relax, and connect outside of home and work,

steps from adjacent residential neighborhoods and less than a block from work. A variety of mobility services and amenities will similarly converge at the Village Center Shared Mobility Hub, providing a transit destination in the heart of the Tech Park community.

1. THE VILLAGE CENTER

The place to "see and be seen," employees will find opportunities for social engagement as well as a space to work, collaborate, and think in a vibrant, transparent and inviting setting.

Within the Village Center's 3.5-acre Mixed Use (VCMU) zone, smaller format commercial spaces and mixed-use buildings will house retail/food venues and co-working spaces on the ground floor, with residential and office uses permitted on second and third floors. The place to "see and be seen," employees will find opportunities for social engagement as well as a space to work, collaborate, and think in a vibrant, transparent and inviting setting. Architectural guidelines and development standards call for buildings that promote a positive connection and seamless transition from the built environment to outdoor public spaces.

2. THE YARD

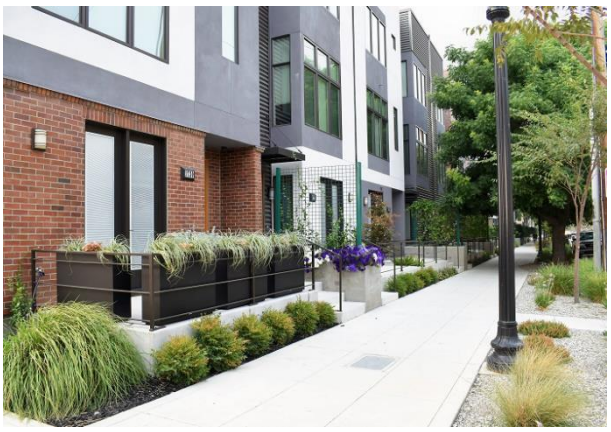
"The Yard," an 11-acre linear park, located immediately north of the mixed-use retail zone, is the physical center and social heart of the Village Center and the broader Plan Area. Envisioned as a largely passive green space, The Yard will serve as a shared "front porch" and lawn for the broader Tech Park community. The relaxed park setting will accommodate both active and passive recreational activities, such as a disc golf pick-up game or yoga class. Flexible seating and movable furniture will allow park users to adapt their park environment for comfortable use as a temporary outdoor office or for an after work gathering space with colleagues. Bike/pedestrian and jogging trails winding through and around the park connect the residential Villages to the east with the Tech Park North Campus on the west. Landscaping throughout The Yard will incorporate native plant species and grasses while a canopy of shade trees will allow for the comfortable enjoyment of the outdoors during hot summer months. The park will support stormwater management within the Plan Area, providing areas of natural biofiltration and retention.

The Yard's central location within the Plan Area also provides for a natural relationship between the park setting and the Village Center's mixed-use retail zone located immediately south of the park. Plaza and courtyard features at the southern end of the park will enable a continuation of the Village Center café and restaurant patio dining experiences as well as a covered pavilion that will host weekly farmer's markets, evening music venues and other community or company sponsored events. Up to 1.5 acres of The Yard will be available for private commercial/retail uses including pop-up coffee kiosks, container breweries and eventual full-scale eateries that complement an urban park setting.

The Yard at the Village Center will include passive recreational opportunities as well as a covered pavilion for a farmer's market and other outdoor events.

Predominantly residential townhomes, walk-ups, and loft style units are envisioned to front on an 20-foot pedestrian promenade running the length of the eastern boundary of the park. The promenade will include lighting and enhanced, textured concrete paving providing a distinctive experience that also offers a buffer between the public park and private residential realm. Balconies and porches overlooking the promenade and park will increase activity at night and provide 24-hour "eyes on the park" for added security. Together, the combined Village Center and linear park space will be the pulse of the community; a shared space for intellectual exchange, social engagement and activity.

3. VILLAGE CENTER RESIDENTIAL



A mix of low density (VCLD) and medium density (VCMD) residential units are located on the eastern portion of the Village Center District. Contemporary row house, townhouse, small lot and detached units will provide a variety of housing opportunities for those that desire a more centrally located and lively residential experience. Units will be located within steps of the local café and outdoor recreational opportunities at The Yard and just a block from the Tech Park North Campus. Residential units within the Village Center will help foster an active

mixed-use District well past traditional office hours, bolstering the viability of retail and commercial uses.

4. VILLAGE CENTER STREETSCAPE

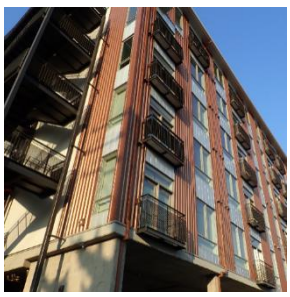
The Village Center streetscapes, including portions of Road B and C and Marston Drive, will transition from the active North Campus Gateway and Tech Park to a calmer, pedestrian-oriented environment. Thoughtfully placed street furniture, public art, landscaping and wide sidewalks designed to accommodate outdoor seating will enhance the public realm within and around the Village Center. Similarly, architectural guidelines will ensure building frontages invite pedestrian activity and reinforce the urban character of the district.

Enhanced intersections and pedestrian mid-block crossings along Road B will allow for safe, high visibility and efficient access to the Village Center from the North Campus. Narrow travel lanes and on-street parking will help calm traffic through the district while minimizing the need for large off-street parking lots. Decorative sidewalk paving and treatment will set the Village Center apart as a recognizable pedestrian dominant district.

Village Center & Mobility Hub – Artist Rendering

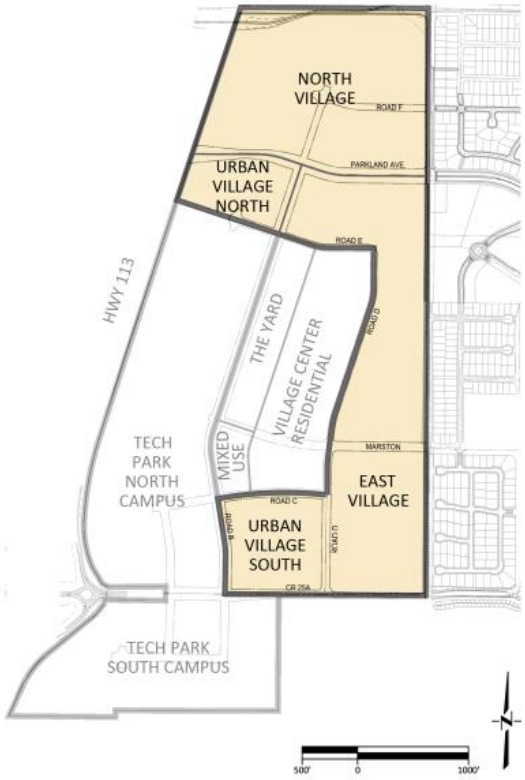
5. SHARED MOBILITY HUB

The Shared Mobility Hub (The Union), located along Road B immediately adjacent to the Village Center commercial zone, will provide an engaging point of arrival or departure from the Tech Park for employees and residents traveling to, from and within the Plan Area. The Union will serve as the point of convergence, seamlessly integrating traditional and innovative modes of travel. For regional trips to/from Sacramento and the Bay Area, the Union will offer a stop for intercity fixed route transit. Higher frequency bus or autonomous shuttle services will use The Union as the primary point of connection between the Tech Park and primary destination points such as UC Davis Campus, the Amtrak Station, and Downtown Woodland. Those arriving to the Village Center will be able to choose from an array of options including micro transit, bike/scooter share or ride hailing service to link their "last mile" whether it be to home or work. The Union's plaza-like "loading zone" will be where it all comes together and where visitors can grab a cup of coffee while they wait for their ride or simply sit and enjoy the energy of the place.



WORK ■ PLAY ■ **LIVE**

2.4.3 The Villages



THE VILLAGES DISTRICT

… North Village | 52.3 acres

… East Village | 58 acres

… Urban Villages | 25.57 acres

TOTAL 135.87 acres

The Villages District features three distinct residential neighborhood types; the North Village, East Village and the Urban Villages. The Village District will accommodate approximately 1,600 residential housing units of varying sizes, densities and product types from detached single family homes to urban style lofts. Plan Area employees will have the opportunity to live within close proximity to their work, in many cases, within a 10-minute walk or less. A network of well-connected streets, bike trails and greenbelts will allow for easy and safe routes to work, home and to the Village Center, reducing long commute times and auto-dependency for a majority of daily trips.

1. NORTH VILLAGE

The Plan Area's North Village will consist primarily of single family homes on a range of lot sizes. Larger lots will accommodate executive and multi-generational style homes as well as "move-up" housing opportunities for those growing families seeking more room to play. Smaller to mid-sized lots will offer housing options for first time homebuyers to empty nesters. Although not strictly prescribed, architectural styles including contemporary farmhouse and cottage will establish a sense of place reminiscent of the area's agricultural roots. A landscaped roundabout centrally located within the North Village along Road F will serve as a focal feature within the neighborhood.

Contemporary farmhouse and cottage style residential design will establish a unique sense of place within the North Village.

Builders are encouraged to explore nontraditional pedestrian pathways and circulation elements within the North Village that incorporate natural drainage, allow for a softer interface between the street and residential lots, while reducing the concrete hardscape typical of traditional sidewalk/curb/gutter schemes.

2. EAST VILLAGE

The East Village, running the length of the Plan Area's eastern boundary, south of Parkland Avenue, is comprised of a mix of low and medium density housing types including detached single family products, alley products, cluster and courtyard homes. Residential densities within the East Village are intended to provide a transition from the Plan Area community to the established Spring Lake neighborhoods to the east.

Non-traditional subdivision design is encouraged in the East Village, including alley load and cluster design, and layouts with shared common space.

A continuous north-south running greenbelt with Class 1 bike path will serve as the adjoining ribbon between the two neighborhoods while Spring Lake bike paths and paseos will extend westward through the Plan Area, connecting the two communities. A stormwater detention basin located at the southern end of the East Village, just north of CR 25A, may dually serve as passive recreational open space.

3. URBAN VILLAGE

High quality apartments and residential lofts will provide housing for young professionals and empty nesters within close proximity to Tech Park jobs.

Two High Density Residential zones within immediate proximity of the North Campus will accommodate urban style, high quality workforce housing for the young professional as well as empty nesters. These units may also serve as temporary housing for researchers and scientists sponsored by companies locating within the district.

The incorporation of thoughtful design elements and consideration of the pedestrian experience will ensure that high-density development remains synonymous with high-quality of life and that the Urban Village actively contributes to a lively and engaging Technology Park campus and environment.

4. INTERNAL STREET NETWORK

The internal street network within each of the Villages will reflect the residential nature of the neighborhoods. Narrow two lane streets will accommodate both vehicles and bicyclists at comfortable speeds. Ample tree canopy along residential street segments will provide shaded sidewalks and walkways during warm summer months.

Roads D and E, which serve as collectors through the Urban and East Village districts, as well as the Village Center residential areas, will similarly reflect the residential make-up of the adjoining land use. These collector roadways will consist of two travel lanes accommodating vehicles as well as bicyclists through the use of painted on-street sharrows/shared lane marking. Traffic calming will be achieved through on-street parking on both sides of the street as well as other measures such as speed tables or enhanced crossings.

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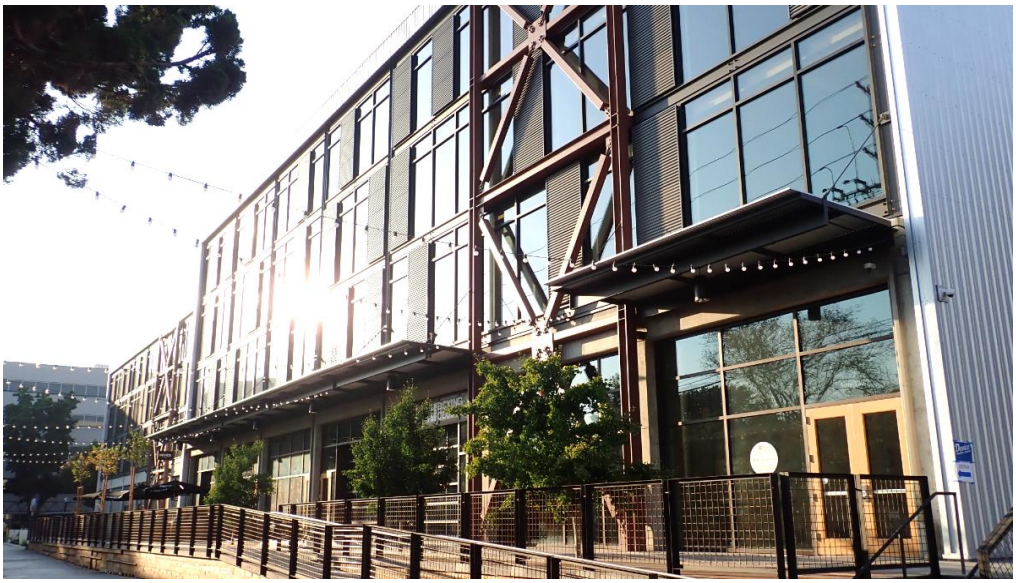
3.0 | Land Use Regulations, Development Standards and Design Guidelines



3.1 | PURPOSE AND INTENT

Land use and development within the Plan Area is subject to conformance with the permitted uses, the site development regulations, development standards and design guidelines as outlined in this chapter. The permitted land uses and development standards/design guidelines are informed by the Vision, by the District Concepts, Character and Specific Plan Policies described in Chapters 1 and 2. These elements work together to create a use-compatible, visually distinct and vibrant community while retaining appropriate design flexibility at the project level. Engaging, yet seamless transitions between innovative research spaces, multi-functioning parks and network trails, and new and existing neighborhoods within the Plan Area will result in a sense of place that is both internally distinctive and a natural extension of the Woodland community. The intent is to provide a clear and concise set of regulations, standards and guidelines that builders, developers, property owners and City staff can rely on to implement development within the Plan Area in an efficient manner.

This chapter establishes the permitted land uses and primary development standards within the Plan Area and supersedes the requirements of the Zoning Ordinance (Title 17) of the Woodland Municipal Code (WMC) and the Woodland Community Design Standards. Where direction is not provided in this Specific Plan, the provisions of the WMC may be considered. The Community Development Director shall have the authority to determine the most appropriate zoning correlation between the Specific Plan and WMC where necessary. If an issue or situation arises that is not sufficiently provided for in the Specific Plan, those regulations of the Zoning Ordinance that are most applicable shall be used by the Community Development Director as guidelines to resolve unclear issues. Additional information pertaining to the implementation of this Chapter including interpretations and modifications can be found in Chapter 7, Administration.

3.2 | ZONING CLASSIFICATIONS

3.2.1 Purpose

To carry out the purpose and provisions of the Specific Plan, the Plan Area is divided into land use designations. This chapter contains general information such as statements of purpose and expectations for each land use type. The precise use regulations for each land use designation are found in Section 3.3. The Development Standards are found in Section 3.4.

The Land Use Plan, Exhibit 2.2, depicts the land uses assigned to all portions of the Plan Area. The 14 land use zones fall under 4 sub-categories; Research/Tech Park, Commercial and Mixed Use Zones; Residential Zones and Open Space/Park Zones. A general summary of the zoning designations is provided in Section 3.2.4.

3.2.2 Applicability

No building, structure, vehicle, sign, or area shall be used, altered, moved, enlarged, or stored in any zoning district except as specifically allowed in underlying zoning district and by the regulations of any applicable combining district.

3.2.3 Prohibition

No property in any zoning district shall be used in any manner so as to create problems contrary to public health, safety, or general welfare or so as to constitute a public nuisance.

3.2.4 Description of Zoning Categories

A. Employment: Research Technology Park and Commercial Use Zones

The employment zones include the Research Technology Park, Highway Commercial and Village Center Mixed Use. The Research Technology Park category has the primary zone of RTP and three (3) RTP overlay zones: Transitional, Community Commercial and Research Flex. The purpose of the RTP overlay zones is to "fine-tune" the list of uses and development standards in the designated locations to provide compatibility with surrounding uses and to purposely target specific uses to certain locations within the Technology Park Districts.

- **RTP**-Research Technology Park: The RTP zone provides for a campus-like environment with a variety of parcel sizes designed to accommodate a wide variety of technology and research based businesses, including but not limited to large research and development operations with production and point-of-sale facilities, laboratory, light manufacturing and assembly, professional/corporate offices as well as a limited list of other business support uses.
- **RTP/TO**-Research Technology Park/Transitional Overlay: The RTP/TO zone is similar to the RTP base zone, however with the RTP/TO location more internal to the District and abutting the Village Center, the more intense industrial uses are limited and the professional offices, retail and personal services uses are expanded.
- **RTP/CCO**-Research Technology Park/Community Commercial Overlay: The RTP/CCO zone is similar to the RTP base zone, however the RTP/CCO location at the primary gateway on Road B anticipates integration of commercial uses that complement the RTC uses.
- **RTP/RFO**-Research Technology Park/Research Flex Overlay: The RTP/RFO zone is similar to the RTP base zone with a greater emphasis on light manufacturing uses and research facilities.
- **HC-**Highway Commercial: The HC zone accommodates uses such as hotels, vehicle service stations, restaurants and other retail or service uses serving the Plan Area, surrounding community and region.
- **VCMU**-Village Center Mixed Use: The VCMU zone accommodates smaller format commercial spaces and mixed-use buildings to attract retail/food venues and co-working spaces with integrated residential and office uses permitted. The density range for residential uses in the VCMU is 20.0-40.0 dwelling units per gross acre (du/ac).

B. Residential Zones

The 6 residential zones include 2 types of Low Density Residential, 2 types of Medium Density Residential and 2 types of High Density Residential.

- **LDR**-Low Density Residential: The LDR zone accommodates single family detached homes on standard size lots. Alternative lot configurations such as alley, cluster or halfplex lots may also occur. The density range is 1.0-8.0 dwelling units per gross acre (du/ac).
- **VCLDR**-Village Center Low Density Residential: The VCLDR zone accommodates a variety of home types for those that desire a centralized location in the Town Center. Alternative lot configurations such as alley, cluster or halfplex lots are anticipated in addition to detached standard lots. The density range is 1.0-8.0 dwelling units per gross acre (du/ac).
- **MDR**- Medium Density Residential: The MDR zone accommodates a range of attached and detached housing types, including small-lot subdivisions, duplexes, triplexes, zero-lot-line developments, townhouses and other housing types. The density range is 8.1-19.9 dwelling units per gross acre (du/ac).
- **VCMDR**-Village Center Medium Density Residential: The VCMDR zone accommodates a variety of housing opportunities for those that desire a more centrally located and lively residential experience in the Village Center. Contemporary row houses, townhouse, small lot, cluster and detached units are permitted. The density range is 8.1-19.9 dwelling units per gross acre (du/ac).
- **HDR**-High Density Residential: The HDR zone accommodates a broad range of attached housing types, including triplexes, fourplexes, row houses, and stacked flats (apartments or condominiums). Units can be contained in single structures or in a collection of cohesive structures with common open spaces and amenities. The higher density range provides for the opportunity for multi-story structures with centrally located parking in order to provide urban intensity. The density range is 20.0-40.0 dwelling units per gross acre (du/ac).
- **HDR/CCO**-High Density Residential/Community Commercial Overlay: The HDR/CCO zone accommodates the same uses as described for HDR but additionally permits retail, business and personal services, grocery stores, restaurants to promote a direct, walkable linkage between the adjacent technology park uses and surrounding neighborhoods to enable convenient access to goods and services. The density range is 20.0-40.0 dwelling units per gross acre (du/ac).

C. Open Space/Park Zones

- **VCOS**- Village Center Open Space: The VCOS zone applies to the park, known as The Yard. The uses in the VCOS are primarily recreation, however the zone does allow a variety of commercial uses which complement and support the Village Center. This includes the Promenade adjacent to the Yard.
- **OS**-Greenbelts, Open Space and Public Drainage Facilities: The OS zone applies to the greenbelts, linear open space corridors, and the 4.2-acre detention pond located at the southeast corner of the Plan Area. The uses allowed in the OS are generally passive recreation and stormwater management.

3.3 | PERMITTED USES

The purpose of this section is to establish land use classifications and to explain how land uses are regulated in this document. This section explains the Use Classification system, the allowed use and permit requirements, how uses not listed are regulated, and how similar uses are determined. It is not feasible to list every possible use, so general categories are provided, specific uses are identified as needed, and a process is provided to classify uses that do not clearly fit into a use classification.

In order to simplify land use regulations, land uses listed in the use have been grouped into general categories on the basis of common function, product, or compatibility characteristics. These general allowed use categories are called "Use Classifications." Use classifications describe one or more uses having similar characteristics but do not list every use or activity that may appropriately be within the classification. The following rules apply to use classifications:

A. Illegal Uses. No use that is illegal under local, state, or federal law shall be allowed in any Zone within the Plan Area.

B. Similar Uses. When a use is not specifically listed in this document, it shall be understood that the use may be permitted if the Director determines that the use is similar to other uses listed based on established criteria and required findings. It is further recognized that every conceivable use cannot be identified in this document and, anticipating that new uses will evolve over time, the Director may make a Similar Use Determination to compare a proposed use and measure it against those uses listed.

3.3.1 Permitted Land Uses and Requirements

Table 3.1 identifies permitted uses in each of the zoning designations. Generally, a use is allowed by right, allowed through issuance of a zoning administrator permit, a conditional use permit, is an ancillary use or is not permitted. Refer to the Woodland Municipal Code (WMC) for detailed description of each approval process.

Minimally, staff level Site Plan and Design Review approval is required for all new construction that requires a building permit with the exception of Tenant Improvements not visible from the public right of way. For residential uses, and for non-residential uses that are permitted by-right, Site Plan and Design Review shall be considered a ministerial action for the purposes of CEQA when plans conform to applicable Development and Design Standards. Site Plan and Design Review for non-residential uses that require a Zoning Administrator or Conditional Use Permit will be considered in conjunction with the review of the required permits, which are considered discretionary for the purposes of CEQA.

All uses are subject to the Performance Standards listed in Section 3.3.2 below and shall

demonstrate consistency with the 2035 Climate Action Plan (CAP) as outlined in Section 3.3.3.

The permitting requirements identified in these tables are:

A. Permitted (P). A land use shown with a "P" indicates that the land use is permitted by right in the designated Zone, subject to applicable provisions of this Specific Plan (e.g., development standards, Design Review) and subject to the Performance Standards listed in Section 3.3.2.

B. Zoning Administrator (Z). A land use shown with a "Z" indicates that the land use is permitted in the designated Zone upon issuance of a Zoning Administrator Permit from the designated Approving Authority, subject to compliance with all applicable provisions of this Specific Plan (e.g., development standards, Design Review) and subject to the Performance Standards listed in Section 3.3.2.

C. Conditional (C). A land use shown with a "C" indicates that the land use is permitted in the designated Zone upon issuance of a Conditional Use Permit from the designated Approving Authority, subject to compliance with all applicable provisions of this Specific Plan (e.g., development standards, Design Review) and subject to the Performance Standards listed in Section 3.3.2.

D. Ancillary (A). Ancillary to or in support of an approved primary use.

E. Not Permitted (X). A land use shown with an "X" in the table is not allowed in the applicable Zone.

3.3.2 Performance Standards

All uses as described in Section 3.3.1 are subject to the following Performance Standards. Any deviation or requested exceptions for the standards below are subject to elevated discretionary review and/or environmental review; the Community Development Director shall, at his/her discretion, elevate the permit to a Zoning Administrator or Conditional Use Permit. The performance standards are intended to ensure that uses and activities are conducted in a manner that protects the public health and safety and do not produce adverse impacts on surrounding properties or the community at large.

A. Lighting. All lighting, reflective surfaces, or any other sources of illumination shall be designed and located in a manner that produces no substantial glare on public streets or on any other parcel that could impact public safety or the enjoyment of private property. Lights shall be of the minimum illumination necessary for a given application and shall be directed downward and shielded at lot lines so as to confine all direct rays to the premises on which it is located. Exterior lighting shall be shielded as necessary to reduce offsite light/glare impacts.

B. Fire Hazards. The storage, use, transportation, or production of products which, either in the raw or finished state, constitute a flammable or explosive material shall be subject to approval of the Fire Department (as example, flour milling or nut shell processing). Burning of waste materials

in open fires or unapproved incinerators is prohibited.

C. Liquid or Solid Waste. The use, handling, storage, and transportation of waste materials, including hazardous wastes, shall comply with the provisions of the California Hazardous Materials Regulations and any other applicable laws. Discharge at any point into a public or private sewage disposal system, stream, or the ground, of any material that could contaminate any water supply, or otherwise cause the emission of dangerous or offensive elements is prohibited. No exceptions are allowed unless in accordance with regulations, licenses or approvals of the various local and state agencies having jurisdiction over such activities.

D. Odor, Particulate Matter and Air Contaminants. No continuous, frequent, or repetitive odors are permitted that are perceptible on or beyond adjacent lot lines or in the public right-of-way with the exception of food/beverage related odors typical of an urban/mixed use setting such as coffee shop, bakery, brewery related odors. An odor detected no more than a total of 15 minutes in any one day shall not be deemed to be continuous, frequent or repetitive as used in this subsection. No dust or particulate matter shall be emitted that is detectable beyond property lines by a reasonable person without instruments. Exhaust air ducts shall be located or directed away from abutting residentially-zoned properties.

E. Vibration. Machinery used for manufacturing and industrial processes, including oil and gas collection, processing, and distribution must be designed and housed to ensure that vibration will be reduced to an amount undiscernible without the aid of instruments by a reasonable person at the lot lines of the site. Vibrations from temporary construction, demolition, and vehicles that enter and leave the subject parcel (e.g., construction equipment, trains, trucks, etc.) are exempt from this standard.

F. Noise Standards. Noise produced by commercial and/or industrial machinery and/or equipment detected at the property line must be restricted to Monday through Saturday and not begin before 7:00AM and must cease after 6:00PM. Applicants for proposed projects may be required to provide evidence that all of the applicable requirements relating to noise may be satisfied by the project prior to approval. Provisions contained in Chapter 8 of the 2035 General Plan shall apply in addition to other applicable sections of the Municipal Code that relate to noise and nuisance considerations. Table 8.6 of the General Plan provides noise level performance standards that apply to the noise sources themselves for new projects and existing non-transportation sources.

E. Truck Trips. For any individual use, a limit of 25 diesel-powered trucks or 50 one-way diesel-powered truck trips, with no more than 40 one-way truck trips having diesel-powered transportation refrigeration units, shall be permitted per day. Logistics/Distribution uses are prohibited within the WRTP Plan Area as a primary use. Where ancillary to permitted uses, storage areas shall be limited to not more than fifty percent (50%) of gross building square footage and not more than 89,000 square feet, whichever is less.

3.3.3. Climate Action Plan Consistency

A. All new development projects and major expansion projects shall provide a summary of incorporated conservation measures, consistent with the City's 2035 Climate Action Plan (CAP), adopted with the General Plan in 2017. For each CAP strategy and related "action" relevant to new development projects, the City will determine: (a) the project is consistent; (b) the project with conditions or when modified would be consistent; (c) the strategy is relevant for new development, but not the subject project; or (d) the project includes one or more replacement strategies that would be equally or more effective in reducing GHG emissions and such replacement strategy or strategies are not included in the CAP or required by any other regulation, standard, design criteria, or other existing requirement.
B. All projects shall complete and submit the City's CAP Consistency Checklist for review and approval by the City prior to project approval. The CAP Consistency Checklist allows proposed development projects to demonstrate consistency with the CAP.
C. Consistent with General Plan Policy 2.L.2, all projects shall strive to meet net zero energy consumption through the incorporation of conservation measures above Title 24 standards and shall, at minimum, demonstrate consistency with CalGreen Tier 1 standards.
D. Additional GHG reductions strategies and sustainability measures shall be considered in major expansion projects and in the ongoing operations and use of all commercial and residential projects within the Plan Area including, but not limited to, Energy Conservation, Water Conservation/Quality and Low Water Landscape measures as outlined in Sustainability Guidelines Sections 3.5.3.B for commercial uses and Section 3.5.12.B for residential.

3.3.4 Temporary and Transitional Uses

The following special uses are encouraged in the Plan Area subject to the permitting requirements, performance standards and in the use descriptions below. The following limited term/temporary uses are intended to provide dynamic and diverse retail opportunities and increased foot traffic throughout the Plan Area, while supporting small startup companies, artists and entrepreneurs.

A. Pop-Up Uses and Mobile Food/Retail Vendors

Pop Up uses refer to the temporary activation of a vacant/underutilized storefront or property for commercial/retail or art/design showcase and sales purposes. Food/Retail Vendors refers to food trucks and mobile retailers.

1. Pop-Up uses and mobile food/retail vendors are temporary in nature, and subject to operating guidelines established by the Community Development Department and subject to a Pop Up and/or Mobile Food/Retail Vendor Permit ("Vendor Permit") issued by the Community Development Department.
2. Pop-Up uses located within a permanent structure do not require a final certificate of occupancy, but do require a temporary certificate of occupancy.
3. Unless otherwise approved in writing by the City's Community Development Department, pop-up and mobile vendors shall be located on private property, not within the public right-of-way. A current City business license and all applicable health and safety permits shall be maintained at all times by any pop-up and mobile vendors.

4. Pop-up hours of operation shall generally be limited to 8am to 10pm, unless otherwise approved by the City.
5. The permitted duration of the use shall be outlined in the Vendor Permit based on the type of use, location and whether they are associated with a specific event or function. Generally, mobile food and retail vendors shall be limited to 2 hour parking, unless associated with an event or function of longer duration. Pop-up uses located within permanent or semi-permanent structures may be permitted for up to 1 year, subject to annual renewal.
6. Pop-Up and mobile vendors are not required to provide off-street parking.
7. Pop-Up uses must adhere to Specific Plan Design Standards and Guidelines, Building Code requirements for signage, restroom and life/fire safety and all Fire and Health Code requirements as applicable.

B. Temporary and Transitional Uses

1. Uses such as coffee kiosks, shipping container eateries/beer gardens, and other "low barrier" entry, transitional and temporary uses may be located within the commercial, Research and Technology Park and Village Center Districts subject to a Zoning Administrator Permit and Transitional/Temporary Use Agreement. Such uses are intended to activate underutilized parcels as more permanent projects are completed over time. The Zoning Administrator Permit shall establish the appropriate timeline for such uses.
2. Transitional Temporary uses must adhere to Specific Plan Design Standards and Guidelines, and Building, Fire and Health Code requirements for signage, restroom and life/fire safety as applicable.

TABLE 3.1: PERMITTED USES	ZONING DESIGNATIONS														
USE TYPES	**RESEARCH AND TECH PARK**				**COMMERCIAL/MIXED USE**			**RESIDENTIAL**					**OPEN SPACE**		
LEGEND P= Permitted Z = Zoning Administrator Permit C = Conditional Use Permit A = Ancillary to or in support of an approved primary use Blank-- Not Permitted	**RTP**	**RTP/ TO**	**RTP/ CCO**	**RTP/ RFO**	**HC**	**VCMU**	**HDR/ CCO**	**HDR**	**VCMDR**	**MDR**	**VCLDR**	**LDR**	**VCOS**	**OS/GB**	**Foot notes**
Research/Technology, Light Industrial/Manufacturing/Ag Production and Processing															
Accessory buildings	P/A (1)	P/A (1)	P/A (1)	P/A (1)	P/A (2)	P/A (2)		P (34)	P(34)	P (34)	P (34)	P(34)			1,2,34
Agricultural Production – Light (3)	P/A			P/A											3
Agricultural Uses/Structures (3)	P/A			P/A									P		3
Agricultural or Seed Processing/Packaging and Manufacturing	P	P	P	P											
Brewery/Distillery (see also Microbrewery)	P	P	P	P		P(4)									4
Commercial Cannabis Testing	C(5)			C(5)											5
Commercial Cannabis Manufacturing and/or Distribution				C(5)											5
Hemp Distribution	C(5)			C(5)											5
Employee oriented services/ amenities (e.g. fitness studio, cafeteria, day care center, ATM)	P/A	P/A	P/A	P/A	P/A	P							P (6)		6
Light Industrial	P	P(7)	P(7)	P											7
Medium Industrial	Z(8)			Z											8,9

LEGEND P= Permitted Z = Zoning Administrator Permit C = Conditional Use Permit A = Ancillary to or in support of an approved primary use Blank-- Not Permitted	**RTP**	**RTP/ TO**	**RTP/ CCO**	**RTP/ RFO**	**HC**	**VCMU**	**HDR/ CCO**	**HDR**	**VCMDR**	**MDR**	**VCLDR**	**LDR**	**VCOS**	**OS/GB**	**Foot notes**
Research and Development including agri-tech, seed research, plant breeding, and similar uses	P	P	P	P		P(4)									4
Specialty Food Processing	P	P	P	P											
Offices, Business and Professional															
Banks		P	P			P	P								
High-Tech Office and Corporate Headquarters	P	P	P	P		P(4)	P(4)								4
Medical or Dental Offices		P/A	P			P(12)	P								12
Professional and Administrative Offices	P	P	P	P	P/A	P	P								
Retail and Personal Services															
Beauty/Salon/Spa		P	P		P/A	P	P	P(24)	Z(13)		Z(13)		P(6)		6,13,24
General Personal Services		P/A	P		P/A	P	P	P(24)					P(6)		6,24
General Retail (small 25,000sf or less)		P/A	P		P/A	P	P	P(24)	Z(13)		Z(13)				13,24
General Retail (large 25,000-60,000sf)		P	P		P	Z(14)	Z(25)								14,25
Health/Fitness/Recreation Facility	P/A	P/A	P	P/A	P	P(15)	P(25)	P(15)	Z(13)		Z(13)				13,15,25
Large Format Retail (over 60,000sf)			Z(16)		P										16
Service/Gas Stations					Z(17,18)										17,18

LEGEND P= Permitted Z = Zoning Administrator Permit C = Conditional Use Permit A = Ancillary to or in support of an approved primary use Blank-- Not Permitted	**RTP**	**RTP/ TO**	**RTP/ CCO**	**RTP/ RFO**	**HC**	**VCMU**	**HDR/ CCO**	**HDR**	**VCMDR**	**MDR**	**VCLDR**	**LDR**	**VCOS**	**OS/GB**	**Foot notes**
Eating and Drinking Establishments															
Bar/Night Club		C/A			C	C									
Micro-brewery/Wine Bar/Brewpub		P	P		P	P	P						P(6)		6
Restaurant/Café		P	P	P/A	P	P	P		Z(13)				P(6)		6,13
Restaurant w/ Drive-Thru					Z										
Food and Beverage Sales															
Convenience Market	P/A	P/A	P	P/A	P/A	P	P								
Farmer's Market / Produce Stands		Z/A(19)	P(19)	Z/A(19)		P/A(19)	P(19)						P(19)		19
General Grocery		P	P			P(20)	P								20
Visitor Accommodations															
Bed and Breakfast						Z		Z	Z						
Conference Center	Z	Z	Z	Z	P										
Homestay or Short Term Rental								Z(21)	Z(21)						21
Hotel	Z	Z	Z	Z	P	P (33)									33
Residential Uses															
Accessory Dwelling Unit							P(36)	P(36)	P(36)	P(36)	P(36)	P(36)			36
Single Family Detached									P	P	P	P			
Single Family Attached									P	P	P	P			
Duplex/Halfplex									P	P	P	P			
Townhouse/Row House						P(22)	P	P	P	P	P	P			22

LEGEND P= Permitted Z = Zoning Administrator Permit C = Conditional Use Permit A = Ancillary to or in support of an approved primary use Blank-- Not Permitted	**RTP**	**RTP/ TO**	**RTP/ CCO**	**RTP/ RFO**	**HC**	**VCMU**	**HDR/ CCO**	**HDR**	**VCMDR**	**MDR**	**VCLDR**	**LDR**	**VCOS**	**OS/GB**	**Foot notes**
Multi-Unit Dwelling (3 or more units)						P(22)	P	P	P	P	P(37)				22,37
Home Occupation,Live/Work							P(35)	P(35)	P(35)	P(35)	P(35)	P(35)			35
Family Day Care Homes Less than 14 Children									P	P	P	P			
Family Day Care Homes More than 14 Children									P	P	P	P			
Public, Education, Civic and Governmental Uses															
Religious Institution							C(23)	Z		Z		C			23
Commercial Daycare	P(26)	P(26)	P(26)	P(26)			P(26)	P(26)	Z	Z	Z	Z	P(6)		26,6
Education and Training Services / Vocational School	P	P	P	P		P(4)	Z(29)								4,29
College/University	P	P	P	P			P								
TK/K-12 Public/Private School										P(28)					28
Parks, Recreation, Open Space															
Public or Private Park/Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Water impoundment/detention	P	P	P	P	P									P	
Community Garden							P	P	P	P	P	P	P	P	
Temporary or Other Uses															
Mixed Use	P(27)	P(27)	P(27)	P(27)	P(27)	P(27)	P(27)								27
Mixed Use w/ Residential						P(27)	P(27)	P(27)	P(27)	P(27)	P(27)				27
Outdoor Materials or Vehicle Storage	P/A(30)	P/A(30, 31)		P/A(30)											30,31

LEGEND P= Permitted Z = Zoning Administrator Permit C = Conditional Use Permit A = Ancillary to or in support of an approved primary use Blank-- Not Permitted	**RTP**	**RTP/ TO**	**RTP/ CCO**	**RTP/ RFO**	**HC**	**VCMU**	**HDR/ CCO**	**HDR**	**VCMDR**	**MDR**	**VCLDR**	**LDR**	**VCOS**	**OS/GB**	**Foot notes**
Transportation/Passenger or Park-and-Ride Facility	Z/A	Z/A	Z/A	Z/A		Z/A									
Pop-Up Food/Retail Vendors (i.e. Food Truck/Mobile Retail)	P(32)	P(32)	P(32)	P(32)	P(32)	P(32)	P(32)						P(32)	P(32)	32
Special Events	P(32)	P(32)	P(32)	P(32)	P(32)	P(32)	P(32)						P(32)	P(32)	32

Table 3.1 Footnotes

1. Limited to 25% of the total net leasable building area
2. Limited to 15% of the total net leasable building area
3. Existing agricultural uses may continue until the area is required for the development of infrastructure or other allowed uses. Agricultural operations shall comply with applicable laws and regulations. Greenhouses and agricultural test plots are permitted indefinitely when associated with Research and Development.
4. If less than 10,000 square feet net leasable building area.
5. Subject to applicable Woodland Municipal Code Commercial Cannabis Business provisions
6. Up to 1.5 acres of retail/commercial uses permitted in the park consistent with master park design plan.
7. Outdoor storage/processing shall be located at least 75 feet from Road B, be screened and clearly in support of and incidental to a primary building and use of property.
8. Zoning Administrator Permit required if conducted wholly or partially outdoors
9. Outdoor manufacturing/assembly shall be located at least 75 feet from Road B and shall be screened from Road B.
10. Placeholder
11. Placeholder
12. If under 5,000sf and part of a mixed-use development project.
13. Adjacent to VCOS/The Yard only; 2,000 s.f. max.
14. Permitted as part of a comprehensive mixed-use project.

15. Maximum 5,000 s.f. In HDR, maximum of 5,000 s.f. and must be ancillary to a multifamily residential project.
16. Permitted as part of a master planned commercial center requiring a Zoning Administrator Permit.
17. A carwash is permitted as an ancillary use to and specifically a component of a permitted gas station. Standalone carwashes are not permitted.
18. A maximum of one service/gas station is permitted within the Highway Commercial Zone.
19. Subject to Woodland Municipal Code Section 5.12, Farmer's Market License.
20. Permitted if under 20,000 s.f. Zoning Administrator Permit required for larger format grocery store up to 50,000 s.f. max.
21. Allowed subject to implementation of citywide ordinance.
22. Residential unit(s) shall be located above ground floor non-residential uses as part of a mixed-use project.
23. Churches/Religious Institutions shall be located along Road D or Road C within the HDR/CCO zone, away from Road B.
24. Commercial/retail uses within the MDR and HDR zones are permitted as part of a mixed-use project along the perimeter of a subdivision/development project, limited to not more than 2,000 s.f. and shall be compatible with residential uses. Appropriate uses include the following or similar: general retail (small format), personal services (i.e. salon/spa, medical clinic), business related services (i.e. mail/copy center, tech retail), professional offices, tech firms, café/restaurant, convenience market. At the discretion of the Community Development Director, conditions that limit noise, odor or other potential impacts to adjoining residential uses may be required and/or the Director may elevate review/approval to a Zoning Administrator Permit or Conditional Use Permit.
25. Large format retail and health/fitness/recreation facilities up to 60,000sf are permitted within the HDR/CCO zone along Road B only.
26. Permitted (ancillary to) as part of a multifamily project or commercial development; not permitted as a standalone use on a parcel.
27. Mixed uses are permitted, consistent with the manner in which the individual uses are otherwise allowed in the zone. The review required will be dependent upon the most restricted use intended for the development.
28. A public school is permitted only within the MDR zone located south of Parkland Avenue, north of Road E, between Road B and the HLA greenbelt.
29. Trade or Professional Schools compatible with adjacent residential uses (i.e. produce low noise, odor, dust, vibration, etc.) are permitted within the HDR/CCO zone along Road B only, subject to a Zoning Administrator Permit.
30. All materials stored outside must be screened from public view.
31. Outdoor storage shall be at least 75 feet from Road B, be screened and be clearly in support of and incidental to a primary building and use of property.
32. Subject to Woodland Municipal Code Special Events provisions and Special Use Regulations, Section 3.3.3 as applicable.
33. Boutique hotel only.
34. Subject to Woodland Municipal Code Accessory Buildings and Uses provisions.
35. Subject to Woodland Municipal Code Home Occupation provisions.
36. Subject to Woodland Municipal Code Accessory Dwelling Unit provisions.
37. Not more than 4 units shall be permitted on a single parcel.

3.4 | SITE DEVELOPMENT STANDARDS

3.4.1 Format and Use of Development Standards and Design Standards and Design Guidelines

This document provides both **Site Development Standards and Design Standards and Design Guidelines (DS/DG)**. Together, the development standards and DS/DG contained in this chapter seek to promote coordinated, sound development, effective use of land, and high quality site planning that considers the unique character and context of the community. These development standards and DS/DG implement the goals and policies of the WRTPSP and the General Plan.

The **Site Development Standards,** Section 3.4.2, define the dimensional requirements that apply to structures built within each of the land use designations, including required lot sizes, lot coverage; setbacks; building and structure heights; and other requirements related to the building envelope, location, and configuration of buildings and structures which are unique to the Plan Area. The Design Standards and Design Guidelines, found in the following Section 3.5, address the desirable features of the land uses identified in the Specific Plan to achieve a desired level of quality for the physical environment.

3.4.2 Site Development Standards

The site development standards contained herein set the basic, quantitative requirements for development that support the goals and policies of the SP. The site development standards included herein are intended to establish the minimum design parameters. The intent of these standards is to permit flexibility to encourage a wide range of building types and innovative designs. It is anticipated that over the life of the Specific Plan, modifications to development standards and introduction of additional building types may be requested as part of specific site design, tentative map and design review process. Modification(s) to the standards as proposed by a developer/builder during site development and design review of individual Planning Areas and/or Tentative Maps, may be considered subject to the procedures outlined in Chapter 7, Section 7.4.1 via a Specific Plan Amendment or a Minor/Administrative Modification. The Site Development Standards are provided in Tables 3.2 for the Research Technology Park and Commercial Zones and Table 3.3 for Residential Zones.

Table 3.2: Site Development Standards for RTP, Commercial and Mixed Use Zones

ZONING	RTP	RTP/TO	RTP/CCO	RTP/RFO	HC	VCMU
Site and Building Criteria						
Max Lot Coverage(1)	70%	70%	70%	70%	60%	100%
Floor Area Ratio(2)	0.20 min 2.0 max	0.20 min 2.0 max	0.20 min 2.0 max	no min 2.0 max	0.25 min 2.0 max	0.6 min 4.0 max
Max Building Length	650' (20)	400' (3)(20)	400' (3)(20)	650' (3)(20)	200'	50' (4)
Min/Max Lot Size	None	None	None	None	None	None
Streetwall Frontage Minimum(10)	None	Road B 60%(20)	Road B 60% (20)	None	None	Road B and Marston 70 %
Minimum Common Open Space(5)	5%	5%	5%	5%	5%	No fixed standard
Setbacks and Separations						
Front Setback(6)(7)	10' min no max (20)	5' min (8) 20' max along Road B(20)	10' min 25' max, 20' max along Road B(20)	10' min no max(20)	10' min no max	5' min 15' max (8)(9)
Side (interior) and Rear Setback	10' side and rear (11)(21)	10' side and rear (21)	10', 20' max from Road 25A	10' (11)(12)	10'	No fixed standard (13)
Building Separation	15' min (1-3 stories) 30' min (4+)	15' min (1-3 stories) 30' min (4+ stories)	No fixed standard	15' min (1-3 stories) 30' min (4+ stories)	No fixed standard	No fixed standard
Building Height(18)						
Min/Max Height (19)	No min 65' max	25' min 65' max	25' min 65' max	No min 65' max	No min 70' max	25' min 55' max
Vehicular and Bicycle Parking						
Vehicle Parking	Per Parking Use and Needs Statement (14)	Per Parking Use and Needs Statement (14)(16)	Per Parking Use and Needs Statement (14)(16)	Per Parking Use and Needs Statement (14)	Per Parking Use and Needs Statement (14)	Per Parking Use and Needs Statement (14)(17)
Bicycle Parking (15)	10% of vehicular spaces	10% of vehicular spaces	10% of vehicular spaces	10% of vehicular spaces	10% of vehicular spaces	10% of vehicular spaces

Table 3.2 Footnotes for RTP and Commercial Zones:

1. Lot coverage shall be determined by the total area of the footprint of all structures on a lot divided by the total gross lot area. Greater lot coverage may be permitted subject to compliance with minimum development standards, including, but not limited to parking, landscaping and storm drainage.
2. Floor Area Ratio (FAR) may be exceeded as determined by the City Council if a proposed project is within 500 feet of publicly accessible and usable open space and/or provides a community benefit not otherwise required by the City, such as additional publicly accessible open space; public art; landscaping that exceeds minimum City requirements; buildings of exceptional architectural quality; building massing and articulation that serves to reduce the visual impact of higher FAR beyond minimum requirements, and/or other community benefits.
3. Buildings over 300' in length shall demonstrate exceptional design and architectural detail where fronting Road B to actively engage the streetwall and pedestrian realm. Enhanced design elements shall include, but are not limited to well-articulated entryways, variation in massing, authentic architectural detailing and transparent glazing at the street level.
4. Maximum distance between building entrances; building breaks not required.
5. Usable open space may include a combination of shared paseos/pathways as well as courtyards/plazas or private greenspace. Calculations based on gross floor area of building(s).
6. Setbacks shall be measured from the edge of the ultimate right-of-way adjoining the lot, as identified by street sections in Chapter 4 of the Specific Plan.
7. Decorative landscaping or enhanced pedestrian walkways/gathering spaces shall be incorporated within front setback.
8. Upper floors over three stories should step back a minimum of 5 feet from the required minimum setback, if fronting Road B.
9. Within the VCMU, the maximum 15-foot front setback may be increased to allow for a well-designed outdoor dining/gathering space that includes vertical and horizontal elements which simulate a streetwall feel such as a pergola, landscaped trellis, umbrellas, and string lights.
10. Zone standard represents the minimum percentage of the parcel/property that shall be developed at the minimum setback line. Flexibility to increase the minimum setback may be granted to allow for well-designed outdoor space that includes vertical and horizontal elements and other circumstances where additional building setback is necessary.
11. Buildings adjacent to Hwy 113 shall maintain a 20-foot landscaped buffer between the building and the Cal Trans right-of-way.
12. A minimum 150-foot buffer is encouraged, where feasible, along the southern edge of the Plan Area, adjacent to agricultural lands along the urban limit line.
13. 10' minimum setback from residential uses on adjacent parcels (i.e. MDR zone)
14. On-site parking shall be determined by business owner/applicant based on information provided by owner/applicant in a parking use and needs statement. Maximums shall be based on the standards outlined in Section 3.5.3.F for RTP/HC, or 3.5.9.G.6 for VCMU.

Table 3.2 Footnotes for RTP and Commercial Zones (Continued):

15. The number of bike parking spaces provided shall be a minimum of 10 percent of the total number of vehicular spaces provided or credited to the project.
16. Not more than 30 percent of the Road B frontage shall be permitted for on-site vehicle parking, including aisles and backup area.
17. On-site parking shall not be permitted along Road B within the VCMU zone.
18. The building height measuring point (BHMP) shall be established at the existing grade at the mid-point of the building façade of the principal building that is closest to a street.
    a) The height of a building with a flat roof shall be measured from the BHMP to the highest point of the roof excluding parapets and balustrades not exceeding 4 ft. in height.
    b) The height of a building with a roof that is not a flat roof shall be measured from the BHMP to the average level between the highest eave, not including the eave of a dormer and the highest point of the roof; and where there are no eaves, the average level shall be measured between the top of the highest wall plate and the highest point of the roof.
19. Height limitations shall not apply to architectural features such as tower elements, cupolas, domes, or similar, or parapets that do not extend more than 10 percent above the height of the building as defined in footnote 18.
20. Exceptions to the Maximum Building Length, Streetwall Frontage and Front Setbacks in the RTP, RTP/TO, RTP/CCO zones may be granted for large RTP users of buildings 100,000 square feet or larger subject to approval of the Planning Commission and a finding of consistency with the Specific Plan goals and policies and with the Specific Plan EIR. Building and site design elements shall include, but are not limited to: well-articulated entryways, inclusion of expansive common open space that provide visual and physical linkages to the VCOS, variation in massing, authentic architectural detailing and transparent glazing at the street level.
21. Parcel and building configurations in the RTP/TO zone may incorporate portions of the RTP zone in order to accommodate larger buildings, provided that the buildings achieve the design objectives of both the RTP and the RTP/TO zone, particularly the street frontage, the relationship to the public realm and creating pedestrian linkages.

TABLE 3.3: SITE DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONES

ZONING	LDR-NORTH VILLAGE	LDR-EAST VILLAGE	VCLDR	MDR	VCMDR	HDR	HDR/ CCO	FOOT NOTES
Site and Building Criteria								
Max Lot Coverage	50%	60%	60%	70%	70%	75%	75%	
Density(dwelling units /gross acre)	1.0-8.0	1.0-8.0	1.0-8.0	8.1 -19.9 (19)	8.1 -19.9 (19)	20.0-40.0 (20)	20.0-40.0 (20)	19, 20
Min. Lot Width	60'(9)	50'(9)	50'(9)	25'(9)	25'(9)	None	None	
Minimum Lot Size Interior/corner Detached lots	5000 int/ 6000 corner	4000 int/ 5000 corner	4000 int/ 5000 corner	None	None	None	None	
Minimum Lot Size interior/corner Duplex lots	6000 int/ 7000 corner	6000 int/ 7000 corner	6000 int/ 7000 corner	None	None	None	None	
Suggested Block Length/ Maximum	±400' to 600'/ 800' max (4)	±400' to 600'/ 800' max (4)	±400' to 600'/ 800' max (4)	±400'/500' max (4)	±400'/500' max (4)	±400'max (5)	±400'/800' max (5)	4,5
Setbacks and Separations (1,2)								
Front Setback Min/Max (9)	20'/no max	15'/no max	10'/no max (6,8)	10' /20' (7)	5'/20' (6,7,8)	10'/30'	10'/30'	1,2,6,7 ,8,9
Min. Side Setback int/corner (9)	5'/15'	5'/15'	5'/15'	0'/10' (13)	0'/5' (13)	10'/10'	10'/10' (14)	1,2,9, 13,14
Min. Rear Setback (9,10)	20' min (16)	15'	15'	5' (15)	5'(15)	0' (16)	10' (17)	1,2,9, 10,15, 16, 17
Minimum Building Separation	n/a	n/a	n/a	10' for 1-2 stories 15' for 3+ stories	10' for 1-2 stories 15' for 3+ stories	10' for 1-2 stories 15' for 3+ stories	10' for 1-2 stories 15' for 3+ stories	
Building Height								
Min/Max (3)	0'/35'	0'/35'	0'/35'	0'/45'(11)	0'/45' (11)	2 story 25'/55'	2 story 25'/55'	3,11
Vehicular Parking								
Minimum spaces	2 garage spaces	2 garage spaces	2 garage spaces	1 garage space per 1 bedrm, 2 spaces /2+ bedroom	1 garage space per 1 bedm, 2 spaces / 2+ bedroom	1 space /studio or 1 bedrm, 1.5 spaces /2 bedrm 2 spaces /3+ bedrm(18)	1 space /studio or 1 bedrm, 1.5 spaces /2 bedrm 2 spaces /3+ bedrm(18)	18
Bicycle Parking								
Minimum spaces	n/a	n/a	n/a	1/unit	1/unit	1/unit	1/unit	

Table 3.3 Residential Site Standards Footnotes:

1. Where applicable (i.e. adjacent to public right-of-way), setbacks shall be measured from the edge of the ultimate roadway right-of-way adjoining the lot, as identified by street sections in Chapter 4 of the Specific Plan.
2. Minimum setbacks shall be governed by the Uniform Building Code and Fire Code for use or occupancy and type of construction.
3. The maximum building height measurement is as noted in the table, except where modifications/exceptions are permitted in the City's Zoning Ordinance for such design features as chimneys, cupolas, flag poles or similar.
4. Where residential block sizes exceed 600 feet in length, a mid-block paseo shall be provided. See Section 3.5.12.A.18.
5. Max 300' between pedestrian access points/mid-block paseo
6. Residential units adjacent to The Yard shall front or appear to front on to the park (i.e. units may include double frontages or provide secondary access from a rear alley.
7. If fronting Marston, min. 15' front setback from back of path, including 2' clear recovery zone (see Chapter 4, Street Section F and C-1).
8. When adjacent to The Yard (VCOS), setback shall be 5' min/15' max as measured from the eastern edge of the Pedestrian Promenade.
9. For rear/alley load garages, courtyard/T style unit layouts or other non-traditional subdivision layout, setback and/or lot width deviations will be considered on a case by case basis based on a finding that adequate unit separation for light, air and ventilation and private open space is still maintained as determined by the Community Development Director. For non-traditional subdivision layout, alleys or shared space may be counted in setback calculations. Where projects are located adjacent to existing residential development, setback standards shall be maintained except as provided for in Chapter 7, Section 7.4.1.2, Minor/Administrative Modification.
10. Residential units shall not back on to greenbelts trails or pedestrian paths/paseos.
11. Maximum height may be increased for exceptional design quality. Massing and design shall consider pedestrian scale and proximity/adjacency to lower story residential units.
12. A minimum of 60 percent of the Road B frontage ground floor uses within the HDR/CCO zone shall consist of commercial/retail uses. Commercial use is required at the corner of CR25 and Road B. See Section 3.5.13.A.3. Exception provided for affordable housing project (see Section 3.5.13.A.3)
13. 5' minimum interior side setback if adjacent to LDR/VCLDR Zone.
14. 20' maximum side yard setback if adjacent to Road B or CR 25A.
15. 10' minimum rear yard setback if abutting LDR/VCLDR zone.
16. 10' minimum rear yard setback if abutting Road B; 30' minimum rear yard setback if abutting Hwy 113.
17. 20' minimum rear yard setback if abutting CR 25A.
18. HDR and HDR/CCO shall provide 1 guest space per every 5 units and 1 manager space.
19. Within the VCMDR and MDR Zones, units fronting The Yard or fronting Marston Drive shall

be developed at or above 15 du/ac, consistent with a townhome or row house product type.

20. See Chapter 6, Section 6.5.3, RDZ Density Requirements.

3.5 | DESIGN STANDARDS AND DESIGN GUIDELINES

3.5.1 Purpose

The design standards and guidelines contained in this chapter seek to encourage innovation in development, to provide a quality community that meets anticipated demands for housing, services and employment while allowing a variety of approaches to design that establishes a sense of place in a healthy, safe and sustainable manner. Together these Design Standards and Design Guidelines (DS/DG) address the desirable features of the land uses identified in the Specific Plan and to achieve a desired level of quality for the physical environment. Design Standards are a set of threshold requirements. Design Guidelines are a set of discretionary statements/ recommendations.

The purpose of the DS/DG is to provide design recommendations and guidance for projects within the Plan Area, with the overarching goal to result in sustainable developments that are cohesive and well designed. The DS/DG inform development in ways that are environmentally conscious, economically sound and, when properly applied, achieve quality design, improve the community's safety, health and livability. The DS/DG emphasize projects that complement the character of the Plan Area and surrounding community, support pedestrian and bicycle friendliness and embrace a broad spectrum of sustainable practices.

3.5.2 Format of the DS/DG

Required Design Standards provided in this section are recognizable by the words "shall". Design Guidelines provide direction and vision for preferred outcomes and are recognizable by the words "should". The DS/DG are organized into three sections by District- Research and Technology Park, Village Center and The Villages. The General DS/DG for each District are provided first, then Special Character Guidelines follow for selected zones within the District. The content is as follows:

Part 1:

- General DS/DG for zones within the Research and Technology Park District (RTP, RTP/TO, RTP/CCO, RTP/RFO, HC)
- Special Character Guidelines for RTP, RTP/TO, RTP/CCO, RTP/RFO, HC

Part 2:

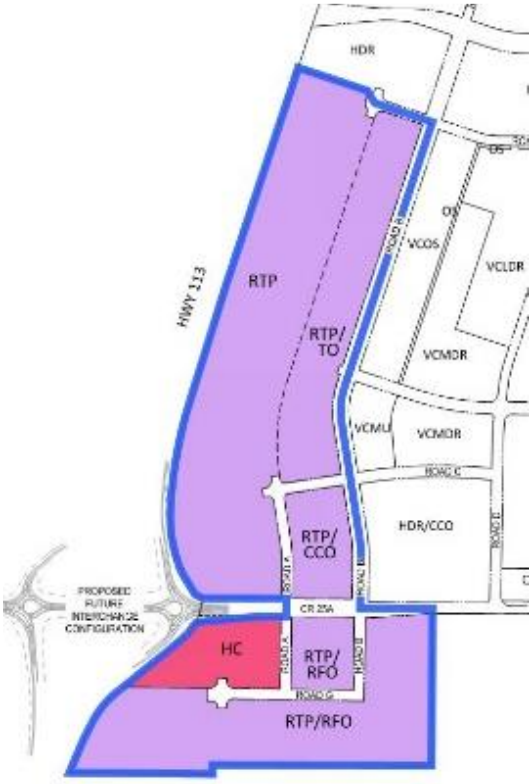
- DS/DG for zones within the Village Center District (VCMU, VCLDR, VCMDR, VCOS)

Part 3:

- General DS/DG for zones within The Villages District (LDR, MDR and HDR, HDR/CCO)
- Special Character Guidelines for HDR, HDR/CCO, MDR and LDR East Village and LDR North Village

PART 1: DESIGN STANDARDS AND DESIGN GUIDELINES FOR RESEARCH AND TECHNOLOGY PARK DISTRICT

The Research and Technology Park District encompasses the North and South Campuses. Section 3.5.3 addresses the general standards and guidelines which apply to all zones within the Research and Technology Park (RTP) District, as shown in the figure to the right. In addition, five (5) Special Character Guideline Sections are provided. Special Character Guidelines address the unique characteristics or features in all 5 zones within the District and are intended to complement and enhance the broader RTP DS/DG in Section 3.5.3. If conflicts arise between the General Guidelines and the Special Character Guidelines, the Special Character Guidelines shall take precedence.



3.5.3 General DS/DG for all Zones within the Research and Technology Park District

The following standards and guidelines apply to all development within the RTP, RTP/TO, RTP/CCO, RTP/RFO and HC zones.

A. Architecture and Massing

Architectural Style and Building Materials

1. Building design within the North and South Campus should incorporate and convey a clean, contemporary, ag-tech/ag-industrial architectural style that takes inspiration from the agricultural roots of Woodland.
2. Simple yet varied architectural design is preferred. Materials and colors should be well thought out to provide a unified and attractive exterior, but should generally be limited to one base material and not more than two accent materials to avoid an overdone or busy appearance.
3. High quality and durable materials such as solid wood, metal, glass, stone, concrete, and brick, shall be used on all buildings, with particular attention paid to finish types and

Buildings within the North and South Campus shall utilize high quality and durable materials and convey a clean, contemporary or ag-tech/ag-industrial style.

surface textures that enhance visual interest and variety particularly at the pedestrian level.

4. Naturally finished metal, concrete (board-formed encouraged), and wood are appropriate as accent materials.
5. The use of stucco siding is permitted but should be limited. Heavy knock-down or "lace" stucco finish is not appropriate.
6. Matte finishes are preferred; highly reflective surfaces are generally not appropriate and should be used sparingly as accents only.
7. A neutral, yet contemporary color scheme that incorporates limited, bold accent colors is encouraged.

Entryways

Building entrances should incorporate distinctive design elements as well as awnings and lighting for employee and visitor comfort and security.

8. Entryways should be harmonious in design with the overall building and have a defined relationship with fronting streets or pedestrian-oriented common areas where secondary access is provided.
9. Building entryways should be distinct, simple and clearly visible to pedestrians.
10. Primary entrances should be recessed with proper overhead covering and lighting as well as distinctive design elements, landscaping or art. Entryways should be properly sized to provide covering and shelter year-round.

Highway 113 Interface

11. Exterior building facades facing SR 113 shall be of the same or similar design quality as the primary building frontage including materials, massing and fenestration to the extent feasible. Long expanses of blank walls and unarticulated facades should be balanced in the overall scale of the building where visible from the public right-of-way.
12. Loading bays and parking areas along SR 113 must be substantially landscaped or screened from public view.

Limit Blank Walls

13. Building facades shall provide distinction and interest through the use of varied wall planes and materials, awnings, fenestration and other appropriately scaled architectural details that create a sense of depth on the wall surface.

Windows

14. For commercial and retail storefronts, windows should be a minimum of 9' feet in height and inset or recessed from the wall plane for visual interest and shadow line.
15. Highly reflective or opaque window glazing is generally not appropriate.
16. Proper glazing should enhance visibility and connection between indoor and outdoor spaces, particularly at the pedestrian/street level.

Proper window glazing should enhance visibility and connection between indoor and outdoor spaces, particularly at the street level.

Rooflines and Cornices

17. Rooflines should be considered in the overall building design and should provide an attractive termination of the building through the use of a decorative cornice or parapet, continuous banding or trim or other architectural features that help clearly define the building edge.
18. Shed and flat roofs are more typical of contemporary buildings, however a simple gable roof can also appear modern with appropriate pitch and use of materials. A mix of simple, projecting cornices and overhangs as well as rooflines that feature a clean edge profile are encouraged.
19. When applicable, decorative parapets should be extended around the sides of a building and contain necessary depth to appear as an integral part of the building design and form.
20. Articulation of the building facade and roof line should be considered when a flat roof is provided to help break up rectangular massing.

Light Fixtures

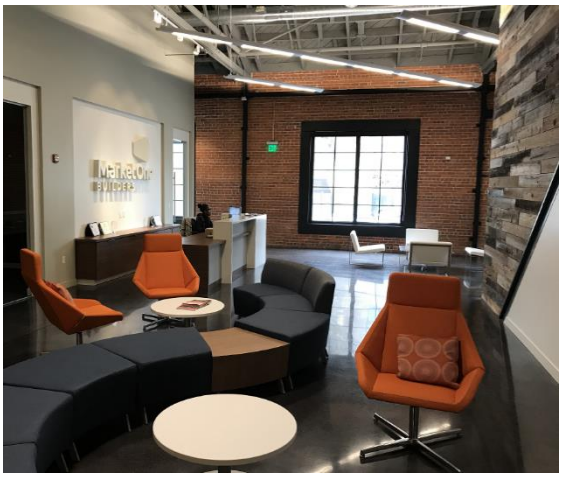
21. Building and on-site lighting shall reinforce and enhance the architectural style of the development project.
22. Where appropriate and complementary, up-lighting or rooftop lighting is encouraged to accentuate major architectural details, building form and/or landscape elements at night.
23. Lights shall be properly shielded to preserve a "dark sky."
24. Required illumination shall, at minimum, meet Uniform Security Code requirements as set forth in Title 15 of the Woodland Municipal Code.

B. Sustainable Design

Energy Conservation

1. A comprehensive approach to energy conservation should be employed in individual projects (new construction and/or expansion), in ongoing operations and use, as well as in collaboration with other campus-wide initiatives that may be developed, including the following strategies:

- Work spaces should be designed to support direct access to natural light for as many occupants as possible to reduce the demand and use of artificial lighting and improve worker comfort and efficiency.
- Use of street trees, shading devices, cool pavements in parking lots and cool roofs, to reduce heat gain and reduce the urban heat island effect.
- Use of high-performance building envelopes, including insulation of floors, walls, and ceilings that exceed Title 24 standards, use of low-e glass and other high-performance curtain wall or glazing systems.



Natural and energy efficient lighting should be incorporated where feasible to improve building efficiency and employee comfort.

- Employment of heat recovery ventilation within residential or non-residential buildings, which rather than venting warm exhaust air outside, captures the exhaust air and uses it to preheat incoming air.
- Use of energy-efficient appliances and lighting that meet, at minimum CalGreen Code Tier 1 standards.

<u>Sustainable Materials and Construction Practices</u>

2. Sustainable, local and renewable building materials should be used and verified whenever feasible.
3. Projects shall strive to reduce or eliminate waste during design, construction, operation and end of life in order to conserve natural resources.
4. The use of low-carbon cement is encouraged whenever feasible and/or the use of alternative materials.
5. Consider prefabricated building/structural components when feasible.
6. Leftover material stock should be recycled, donated or returned for alternative use at the completion of construction.

Water Conservation/Quality

Low impact development techniques including bioswales allow for the collection and filtration of stormwater runoff.

The following guidelines are recommended to minimize water use and/or improve water quality:

7. Use high-performance water fixtures that reduce water consumption and reduce demand on the water supply and the amount of waste-water entering the waste-water system.
8. Design streets, parking lots, and building surfaces to collect stormwater run-off using low impact development techniques, such as bioswales or other biofiltration systems.
9. Capture rainwater in cistern or other devices to supply water for landscape irrigation during dry months or channel rainwater from building rooftop drains to landscaping in common areas.

Low-Water Landscape

10. Landscaping should consist of climate-appropriate plantings, including drought-tolerant and native species suited to Woodland.
11. Use of permeable and porous pavement in parking areas to treat and attenuate stormwater flows should be used, where feasible, to reduce stormwater run-off. Trees and plants conducive to absorbing stormwater particulates, are encouraged within these planting areas.
12. Landscaping should consist primarily of mulch, flower planting beds, and naturalized groundcovers, including native grasses and shrubs. Non-living groundcovers, such as bark, cobbles, and stones are also encouraged to supplement the primary groundcover and, thereby, reduce maintenance and irrigation demand.
13. Install climate sensitive irrigation systems and other water-efficient bubblers and drip irrigation systems.
14. Coordinate with the City on use and treatment of recycled water for the irrigation of common area landscaping and public parks.
15. Petrochemical fertilizers or pesticides are discouraged in the routine operation and maintenance of plan area landscaping.

C. Landscaping

Refer to Section 3.5.3.F, Driveways, Parking and Services Aisles for parking lot landscape/shade requirements. Private and public landscaping shall be consistent with the master landscape palette for the Research and Technology Park District.

Native Landscaping

1. A variety of shrubs and groundcover species should be used along the base of buildings to soften and anchor the foundation and along pathways to define edges and transitions.
2. Native plant species should be used whenever possible, including native grasses and shrubs.
3. Pollinator friendly planting and maintenance practices shall be integrated into each site's landscaping.
4. Lawns and highly ornamental landscaping that require frequent pruning and maintenance should be used sparingly to accentuate important public nodes, plazas, gathering areas and where desirable for recreation.

Landscaping shall be provided in setback areas adjacent to the public right of way to soften the transition between the sidewalk and built environment.

Yard Setbacks

5. Setbacks areas, including easements for utilities where feasible, shall incorporate landscaping except where screened from the public right-of-way and public or private open space.
6. Vegetative matter shall be designed to cover 75 percent of required landscaped areas. Exceptions may be granted on a case by case basis.

Trees

7. Tree planter dimensions shall be no less than 6' x 6', and should correlate with the ultimate size of the tree species.
8. Soil analysis shall be performed after site grading and paving is complete and any amendments incorporated per recommendation of a licensed landscape architect.
9. Where appropriate and feasible, Valley Oak trees (*Quercus lobata*) shall be incorporated into open space areas, reflective of the City's historic natural landscape.

Where appropriate landscape design should incorporate Valley Oak trees and/or other native trees reflective of Woodland's historic and natural landscape.

Container Size

10. Trees shall be a minimum of 15-gallon size and shrubs a minimum of 5-gallon size at the time of planting.

D. Screening, Walls and Fencing

Outdoor Storage

Outdoor storage of materials shall be attractively screened from public view.

1. Outdoor storage of goods and materials shall generally be screened from public view by way of landscaping, berms, decorative fencing and/or masonry walls, which are architecturally compatible and complementary to the overall project.
2. Where applicable, screen planting shall be designed to achieve a 75 percent summer opacity and 60 percent winter opacity within 3 years of planting.

Mechanical Equipment

3. All utility and mechanical equipment and service areas shall be located generally away from or adequately screened from public view.
4. Backflow prevention devices shall not be located within the public right of way or along primary pedestrian streets. All domestic, fire, and landscape backflow prevention devices shall be screened with landscaping or low fences/walls.

Limited Use of Walls and Fencing

5. Walls and fencing should be limited to specific screening and/or security purposes and should generally not be used for separation of uses/parcels within the North and South Campus.

6. Low decorative walls or fencing may be used in limited capacity to delineate shared or private open space and outdoor dining/patio areas; but should not exceed 36 inches in height within the front setback area or adjacent to public right-of-way.
7. Fencing located outside of the front setback for screening and/or security purposes shall not exceed eight feet in height. All fences over six feet in height require a building permit.

Design

8. Long expanses of fencing or walls visible to the public shall incorporate enhanced detailing, decorative pilasters and/or the height and wall plane shall be varied to minimize a long and monotonous appearance.
9. Where feasible, fencing and walls should be combined with landscaping to soften the overall appearance and discourage graffiti.
10. All wood fences shall be treated with a semi-transparent, pigmented stain and sealant.
11. Standard chain link fencing as well as barbed/concertina wire or similar boundary security materials are not appropriate.

E. Trash and Recycling

Enclosures

1. Trash and recycling enclosures shall consist of the same or similar design and materials as the overall project and shall adhere to City trash and recycle enclosure specifications.
2. Enclosures shall be located to the side or rear of the building, generally away from public view and separated from adjacent parking stalls by a minimum 3-foot-wide planter.
3. Trellis structures and vines are encouraged as a means of screening the sides and rear of trash enclosures.
4. The area around trash enclosures shall be kept free of trash and debris.

F. Driveways

Driveway Location

1. Driveway placement should avoid disrupting the streetwall and pedestrian environment and shall be located behind or to the side of buildings whenever possible.

2. Lots with frontage on arterial streets, including along CR 25A, shall locate driveway access on internal side streets. If the only frontage is on a major access street, consolidated access at a single driveway should be provided, if feasible.

Driveway Spacing

3. The minimum spacing or separation requirements for driveways on local or collector streets shall be as follows, unless otherwise approved by the City's Traffic Engineer:
   Local Streets: 100 feet between driveways; 150 feet from an intersection.
   Collector Streets: 150 feet between driveways; 200 feet from an intersection.
4. Where driveway location standards can't be met for a parcel, the City may require access to that parcel achieved via cross-access over an adjacent parcel.

Driveway Consolidation

5. The consolidation of driveways within adjacent parcels shall occur whenever possible.

Driveway Design

6. Driveways shall be a minimum width of 25 feet and a maximum width of 40 feet at the back of the sidewalk.
7. Driveway width and placement shall accommodate truck turning movement and clearing without blocking roadways.
8. Access driveways shall provide adequate length to accommodate off-street vehicle stacking needs during times of peak use.
9. Driveways should incorporate material changes to alert pedestrians of potential conflict.

G. Vehicle and Bicycle Parking

Parking lots shall consist of landscaping, tree canopy and clearly defined pedestrian walkways to adjoining buildings.

Off-street Parking

1. Off-street parking shall be determined by the business owner/applicant based on information provided by owner/applicant in a parking use and needs statement, subject to approval by the Community Development Department.
2. The maximum number of off-street parking spaces shall not exceed the following amounts, unless otherwise approved by the Community Development Director:
   Hotel: 1 spaces per room, plus 1 space for the manager
   Commercial, Business Support Retail: 1 space per 300 gross square feet
   Office, Flex, Research and Development: 1 space per 300 gross square feet
   Light Industrial: 1 space per 500 gross square feet
   Manufacturing, Storage, Warehouse: 1 space per 2,000 gross square feet
   Restaurants, cafes, micro-brewery: 1 space per 4 seats

Electric Vehicle Charging

3. All commercial parking lots and/or structures shall provide electric vehicle charging pursuant to the California Green Building Standards Code, Tier 1 requirements.

Parking Lot Landscaping and Shading

4. Proper tree variety and placement shall be designed to result in 50 percent parking lot shading within 15 years of installation. Primary entrance roads and driveways not used as back-up areas are exempt from this requirement.
5. Solar and shade covers are permissible, but should not significantly reduce the number of trees otherwise required to provide 50 percent lot shading.
6. Surface parking lots visible from the public right-of-way shall incorporate landscape screening, trellising, low walls/fences at least 36 inches in height to continue a "green wall" and minimize interruption to the streetwall.
7. At least 6 feet of landscaping should separate surface parking from any adjacent sidewalk or public right-of-way.
8. Shaded sidewalks or other pedestrian walkways shall be clearly delineated by way of landscaping and enhanced paving or design and should connect parking areas directly to building entries.

On Street Parking

9. On-street parking spaces adjacent to the property street frontage may be considered and counted when determining parking needs.

Shared or District Parking Facilities

10. Multiple buildings within the same cluster or block should be designed to share parking and off-street loading facilities and service areas, to the extent possible.
11. Future parking needs may be phased by allocating space for such needs, but allow for other uses until the parking use is required. Landscaped areas that can be converted to expanded parking or building coverage are preferred in lieu of constructing oversized parking lots.

Reduced Parking Demand

12. Projects shall demonstrate that parking reduction strategies have been incorporated to reduce on-site parking demand through Transportation Demand Management strategies such as but not limited to the following:
    Parking cash-out for employees; Subsidized transit passes or car sharing programs; dedicated parking spaces near building entrances for rideshare and carpools; guaranteed ride home program; alternative work week and flex-time schedules; telecommuting or work-at-home programs; dedicated employee housing; compliance with City VMT/TDM ordinance, as available; participation in City VMT fee program, as available.

Bike Parking Facilities

13. Bicycle racks shall be placed near building entrances, in safe, well-lit locations, and permanently anchored to a hard, dust free surface, preferably asphalt or concrete slab, and installed in a manner which allows adequate space for access to the bicycle and locking device.
14. Covered and secured bike parking shall be incorporated into each project for use by employees and visitors. The use of bike lockers is encouraged where feasible.
15. Facilities such as locker rooms, showers (2 minimum) or similar facilities are required in all general industrial, office and research technology buildings over 50,000 s.f. and encouraged in all other commercial developments.
16. The number of bike parking spaces provided shall be a minimum of 10 percent of the total number of vehicular spaces provided or credited to the project (e.g. 200 vehicle parking spaces provided multiplied by 10 percent = 20 bike parking spaces required).

Bike lockers are encouraged throughout the North and South Campus for use by employees and visitors. Lockers should be located in lighted and highly visible locations.

H. Loading

Service Aisles and Loading Space

1. Loading and service aisles shall be constructed of durable materials and designed to support safe and efficient access for delivery or service trucks.

2. Where loading and service aisles may function as secondary or informal access ways, consideration should be given to design as well as function.
3. Where necessary, screening may be required to reduce noise and visual impacts associated with service aisles.
4. Uses with operations requiring a heavy volume of truck traffic shall have separate truck parking areas that are clearly delineated.
5. Designated pull-out or drop-off locations should be provided such that driveway or access to parking is not impeded.

Loading Area Design Standards

6. Loading bays shall be adequately sized and spaced to provide adequate space for vehicles, whether rear loading or side loading at any loading dock, door, or area, without encroaching into required parking spaces or driveways.
7. Loading bays shall not be less than 10 feet in width, 25 feet in length, and 14 feet in height. For semi-trucks, there shall be at least 85 feet from the edge of the loading dock to the far edge of the maneuvering area. Extended trailers and larger docks may require up to 130 feet.
8. One truck loading and unloading space for buildings with a gross floor area of 7,500 square feet or greater should be provided, plus one additional space for each additional 20,000 square feet or fraction thereof unless otherwise approved by the Community Development Department.
9. Flex office and office condominiums having need for only occasional shipping or receiving of goods may use a portion of the driveway or parking area for temporary loading and unloading.

I. Signage and Wayfinding

Setback, Height and Area Requirements

1. Design Review approval is required for all new signage. Sign setback, height and area requirements are subject to Table 3.4.

Table 3.4 RTP and Commercial Signage Standards

	Max Sign Height		Min Setback from Property Line	Total Sign Area Per Business	Max Total Sign Area Per Business
Zone	**Wall Mounted**	**Ground Mounted**	**Ground Mounted**	**All Permanent Signs**	**All Permanent Signs**
RTP, RTP/RFO	40ft	12ft	10ft	The length of building frontage x 2	300 s.f.
RTP/TO, VCMU	30ft	8ft	3ft	The length of building frontage x 2	175 s.f.

RTP/CCO, HDR/CCO	20ft	12ft	5ft	The length of building frontage x1.5	175 s.f.
HC	30ft, shall not exceed height of hotel	12ft	10ft	The length of building frontage multiplied by 2	200 s.f.
VCOS, OS/GB	Commercial uses permitted with the VCOS (The Yard) shall be subject to the standards and guidelines applicable to the VCMU zone; otherwise signage within the VCOS, OS and GB zones shall be consistent with Park and Greenbelt Master Plan.				

Pedestrian oriented blade signs are encouraged in the Community Commercial Overlay Zones.

Location

2. Signs should be considered during building design and properly scaled and located so as not to dominate or interfere with architectural detailing and overall building façade.
3. In general, signage should not be placed more than 20 feet above the sidewalk or be located above the building streetwall height if upper stories are stepped back.
4. Multi-tenant signage should be coordinated and cohesive in appearance including consistent sizing and lighting requirements.
5. Customized projecting, blade signs or under canopy signs are encouraged within the Community Commercial Zone or where commercial uses are incorporated within mixed use projects. Blades signs must provide at least 8 feet of vertical clearance as measured from the sidewalk to the base of the sign.
6. Signs and structural features shall be subject to cross visibility requirements as outlined in the Woodland Municipal Code and subject to review and approval by the City Traffic Engineer.

Text

5. Signs may only contain the name and logo or symbol of the business and its street address. Trade slogans are not permitted.
6. Logos shall not exceed 4 square feet in size except if it is determined by City Planning staff that building scale or other factors, such as enhanced design and quality, warrant increased logo square footage.

Materials and Design

7. Signs shall be constructed using durable, fade and weather resistant materials such as stone, tile, cast concrete, or other similarly durable masonry, metal or wood materials that complement the architectural design and style of the building.
8. Unique and creative sign design is encouraged to enhance the unique identity of the Plan area.
9. Faded or damaged signs shall be replaced or repaired in a timely manner.

Unique and creative exterior signage in encouraged within the North and South Campus.

10. Cabinet or box signs, roof mounted signs, window signs above the second floor and pole mounted signs are not permitted.

11. Feather signs, flags, banners and other attention getting signs or devices are prohibited except during grand openings, in which case they must be removed within 30 days.

Illumination

12. Signs shall be spot illuminated from the front or consist of letters, numbers, or graphics that are halo backlit. Internally illuminated pan channels letters are not appropriate except within the Community Commercial and Highway Commercial zones. Neon is permitted when integrated into custom designs.
13. Flashing, traveling, animated, or intermittent illumination is prohibited.
14. Exposed conduit, tubing and raceways are prohibited. Transformers and other equipment shall be fully screened/concealed.

Monument Signs

15. Where not governed by a comprehensive sign plan, one monument sign shall be allowed for each street frontage of a lot.
16. Monument signs shall include a decorative or enhanced base and shall be up-lit except for cut-out letters or numbers which may be internally illuminated.

Comprehensive Sign Plan

17. A Comprehensive Sign Plan is encouraged for multi-tenant buildings and for North and South Campus blocks where multiple buildings create a campus like setting.
18. A Comprehensive Sign Plan should consider the need for wayfinding where multiple buildings surround a central common area or where uses may result in multi-location trips for Technology Park visitors.
19. A Comprehensive Sign Plan may be approved by the Community Development Department and should include guidelines pertaining to overall size and square footage

of individual tenant and building signs, lettering heights, materials, illumination, monument placement, size and design, and ancillary pedestrian directional or informational signage such as building entrance directories and other wayfinding methods.

Highway 113 Oriented Signage

20. Businesses with building frontage along HWY 113 shall be permitted additional sign area (up to 1.5 times the building's linear freeway frontage) for on-building signage that faces the freeway.
21. Standalone/freestanding monument signs are generally not permitted along SR 113 unless part of a Comprehensive Sign Plan where multiple businesses are represented and where the monument sign(s) are of exceptional design and quality, with material finishes that represent the unique character of the Plan Area. Additional height up to 50 feet may be permitted through Comprehensive Sign Plan review and approval.

J. Public Art

Obligation

1. Public art shall be incorporated within new development projects, including private projects, consistent with the Woodland Municipal Code (WMC), Public Art Ordinance (WMC Section 17.104.200).

Installation

2. The placement and installation of Public Art is encouraged within shared open space areas such as outdoor patios, plazas and courtyards and within view of a large number of people such as along sidewalks, at intersections, within roundabouts, medians or The Yard, and at primary Plan area gateway locations along CR 25A and Road B.

Artwork

3. Public Art should be unique and of high quality design and execution; however, it is encouraged that artwork located within the public realm be of a unified theme reflective of the Research and Technology Park's focus on agricultural and technological innovation.

3.5.4 Special Character Guidelines- Research Technology Park (RTP) Zone

A unique focus of the RTP Zone is the campus-like setting; a place of collaboration and idea exchange within an inspired and forward thinking environment. The following Special Character Guidelines are intended to assist in achieving that vision.

A. Site Design

Courtyards and outdoor seating areas shall be incorporated as a component of site design to help create a campus-like setting in the RTP Zone.

Block Pattern

1. Block lengths will depend on parcelization, however overall site planning shall consider broader connectivity that promotes pedestrian/bike activity by way of paseos, paths and connecting walkways.

Campus-Like Setting

2. Campus building placement/configuration should be promoted whenever possible, creating opportunities for interior courtyards, plazas, seating areas, and other public or semi-public open spaces.

3. Highly visible and well designed secondary building entrances located internally to the site should face onto common open space areas.
4. Paseos and other internal and external walkways shall connect employees and visitors to key pedestrian pathways by and between buildings, through to public right-of-ways, greenbelts and/or the broader bike/pedestrian trail network.

Pedestrian Corridors and Connection

5. Internal pedestrian walkways or multi-use paths shall be incorporated within the North Campus where appropriate. Landscaping shall be provided along a majority of the paths on one or both sides of the walkway. Shaded resting/seating areas shall be appropriately located in visible and lighted locations.
6. Designated pedestrian paseos should be identified to link the North Campus areas from north to south and to Road B, allowing employees and visitors the ability to connect with various businesses/buildings.
7. Pedestrian scale light poles of not more than 16 feet in height or lower level bollard style lighting, or a combination of both, shall be provided at all outdoor walkways, parking, loading and service areas, ramps/stairs, and building entrances.
8. A minimum of 1-foot candle of lighting shall be provided; "hot spots" of 10 foot candles or greater shall not be permitted.

Walkways shall be illuminated with pedestrian scale lighting such as low level bollard lighting.

Common Open Space

9. New development shall provide common, usable open space which may include a combination of shared paseos/pathways as well as courtyards/patios or private greenspace. Amount of common and usable open spaces shall be equivalent to at least

5% of the gross floor area of the building.

10. Common open space should be designed as a component of new development in a manner that can be shared among multiple tenants or employees.
11. Private open space, designed for the exclusive use of building occupants and employees should also be considered and may be separated from publicly accessible spaces as balconies, terraces, or patios by elevation, landscaping, or other means.
12. Shared open space, framed by active building facades, should generally orient toward the public right-of-way or internal pedestrian paseos/pathways. Building windows, balconies or entrances should face the open space for added security and visibility.
13. The use of textured or enhanced paving, incorporation of decorative landscaping and shade elements, and movable tables and chairs that provide an adaptable, attractive and inviting environment are encouraged within shared courtyards, patios and private greenspace.

Adjoining Parcels

14. Where possible, setbacks between adjoining parcels should be treated as a unified public area, designed and landscaped to contribute to the broader open space and pedestrian circulation framework.

B. Architecture and Massing

Ground Floor Articulation and Activity

1. The ground floor of all buildings, particularly those façades facing the public right-of-way, should support activity on the street and bring the life of the building into the public realm through the use of frequent and well defined building entryways, façade transparency at the street level, and through architectural detailing such as awnings, canopies, recesses, and enhanced materials and surface changes that provide an interesting and pleasant employee/public experience.
2. Active uses should be located on the ground floor along the building frontage, visible to the public realm/public right-of-way and may include, but are not limited to community rooms and kitchens, employee support areas, recreational facilities, exhibition space, and lobbies.
3. Articulated wall planes at the ground floor along the public right-of-way or where substantially visible to the public should be offset by at least 2 to 4 feet and may be combined with color or material changes to provide substantial shadow lines and visual interest and allow for enhanced landscaping along the base of the building.

Active Corners

4. Buildings located at corners, intersections or roundabouts should reinforce the streetwall through unique architectural design elements or enhanced façade treatment, fenestration, variation in wall plane, tower elements and interesting signage.
5. Corner buildings should be minimally recessed if at all from the property line/public right-of-way except to allow for enhanced landscaping.

3.5.5 Special Character Guidelines- Research Technology Park/Transitional Overlay Zone (RTP/TO)

The following guidelines provide additional recommendations and standards that ensure the RTP/TO zone will provide an appropriate level of intensity transition between the RTP Zone and the Village Center District to the east. Particular emphasis is placed on the interface between the RTP and the public realm along Road B to ensure building types and uses in the RTP/TO actively contribute to a pleasant, walkable, pedestrian environment. Standards and guidelines in this section shall supersede and take precedence over those in Section 3.5.3, General DS/DG.

A. Site Design

Well Defined Streetwall

1. Building placement along Road B should provide clearly defined edges to the public realm and activate the street.
2. For parcels with frontage along Road B within the RTP/TO, seventy percent (70%) of the property shall be developed at the minimum setback line (development may be phased over time). Flexibility to increase the minimum setback may be granted to allow for well-designed outdoor space that includes vertical and horizontal elements and other circumstances where additional building setback is necessary.
3. Buildings over three stories should stepback or provide a varied wall plane on street facing upper floors (above the third floor) to maintain a human scale streetwall.

Green Wall

4. Landscaping, including hardscape elements, decorative planters, and trellis structures with vines, should serve as a continuation and enhancement of the streetwall, contributing to an attractive public realm which extends and complements the architectural style of the built environment.

Pedestrian Experience

5. Primary building entrances should face on to Road B.
6. Façade treatments, when adjacent to Road B and to common open space areas should support a comfortable pedestrian experience by incorporating architectural features that provide shade, such as canopies, awnings, overhangs, projections, as well as visual interest through the use of articulated bays, material / surface change and textures and distinct entryway details.
7. Canopies and awnings should provide a minimum 8-foot clearance above finished grade and may extend over the public right-of-way.

B. Driveways, Parking and Service Aisles

Driveway Location

1. Driveway placement shall avoid disrupting the streetwall and pedestrian environment and shall be located behind or to the side of buildings whenever possible.

2. Not more than one full-access entrance/drive into the RTP/TO zone shall be permitted along Road B between Marston and Road E (see also Circulation Chapter).
3. It is encouraged that the number of limited access driveways (right-in/right-out) along Road B, along the park (The Yard) frontage be limited to avoid disrupting the streetwall and pedestrian environment.
4. Shared access shall be pursued between adjoining parcels/uses.

Parking Lots

5. On-site parking shall be located behind buildings and away from Road B. Not more than 20 percent of a parcel's frontage on Road B may be used for parking, including aisles and backup areas.

3.5.6 Special Character Guidelines-Research Technology Campus/Community Commercial (RTP/CCO) Zone

The following Special Character guidelines address particular aspects of commercial use and building design within the RTP/CCO zone, located at the intersection of CR 25A and Road B, serving as a "gateway" to the Plan Area. The RTP/CCO guidelines have a specific focus on the prominent gateway location and enhancement of the identity of the Plan Area. The RTP/CCO Zone allows both commercial and residential uses within a desirable horizontal or vertical mixed-use development project. Standards and guidelines in this section shall supersede and take precedence over those in Section 3.5.3, General DS/DG.

A. Site Design

Well Defined Streetwall

1. Building placement along Road B should provide clearly defined edges to the public realm and activate the street.
2. For parcels with frontage along Road B within the RTP/CCO Zone, sixty percent (60%) of the property shall be developed at the minimum setback line (development may be phased over time). Flexibility to increase the minimum setback may be granted to allow for well-designed outdoor space that includes vertical and horizontal elements and other circumstances where additional building setback is necessary.
3. "Drive-thru" uses shall not be permitted along Road B or CR 25A. Exceptions may be granted for small scale drive-thru facilities such as a coffee kiosk as an ancillary use within a larger commercial center. Such uses should be located internal to the site, away from Road B.
4. The number of limited access (right-in/right-out) driveways shall be restricted from Road B between CR 25A and Road C to minimize disruption to the pedestrian environment.
5. On-site parking shall not be permitted along the Road B frontage.

B. Architecture and Massing

Gateway (Primary)

1. Buildings located at or the near the corner of CR 25A and Road B shall be designed in a

manner which provides a sense of arrival and should reflect the distinctive character of the Plan area as an agricultural and technological center for innovation.

2. Enhanced landscaping shall be provided along CR 25A between Highway 113 and Road B with an emphasis at the intersection of CR 25A and Road B to accentuate this location as the primary Plan Area entryway.

Road B Frontage

3. Buildings with frontage along Road B shall be designed in a manner so as to not "back-on" to Road B. Windows, entryways, patios and other design features shall be located along the Road B frontage to give the appearance of a primary building frontage and/or shall activate the streetwall.
4. Utility doors and other back-of-house items shall be avoided along Road B and CR 25A.

Ground Floor Articulation and Activity

5. The ground floor of all buildings, particularly those façades facing the public right-of-way, should support activity on the street and bring the life of the building into the public realm through the use of frequent and well defined building entryways, façade transparency at the street level, and through architectural detailing such as awnings, canopies, recesses, and enhanced materials and surface changes that provide an interesting and pleasant public experience.
6. Active uses should be located on the ground floor along the building frontage, visible to the public realm/public right-of-way and may include, but are not limited to retail storefronts, cafes/restaurants, community rooms and kitchens, employee support areas, recreational facilities, exhibition space, and lobbies.
7. Articulated wall planes at the ground floor along the public right-of-way or where substantially visible to the public should be offset by at least 2 to 4 feet and may be combined with color or material changes to provide substantial shadow lines and visual interest and allow for enhanced landscaping along the base of the building.

Active Corners

8. Buildings located at corners, intersections or roundabouts should reinforce the streetwall through unique architectural design elements or enhanced façade treatment, fenestration, variation in wall plane, tower elements, outdoor seating/patios and interesting signage.

C. Driveways, Parking and Service Aisles

Driveway Location

1. Driveway placement shall avoid disrupting the streetwall and pedestrian environment and shall be located behind or to the side of buildings whenever possible.

Parking Lots

2. On-site parking shall be located behind buildings and away from CR 25A and Road B.

3.5.7 Special Character Guidelines-Research Technology Park/Research Flex Overlay (RTP/RFO) Zone

The RTP/RFO zone, located in the South Campus, will serve as an extension of the North Campus, while providing opportunities for research and light manufacturing uses, particularly ag tech related, with immediate and convenient access to prime agricultural land for field research and testing. Development guidelines within this zone provide added flexibility for specialized building types such as greenhouses or other research and testing facilities. Standards and guidelines in this section shall supersede and take precedence over those in Section 3.5.3, General DS/DG.

A. Site Design

Block Pattern

1. Block lengths should be no greater than 600 feet. If longer block lengths are required, mid-block paseos or pedestrian paths, connecting walkways, bicycle facilities, and parks or open space should be provided.

Future Use Expansion

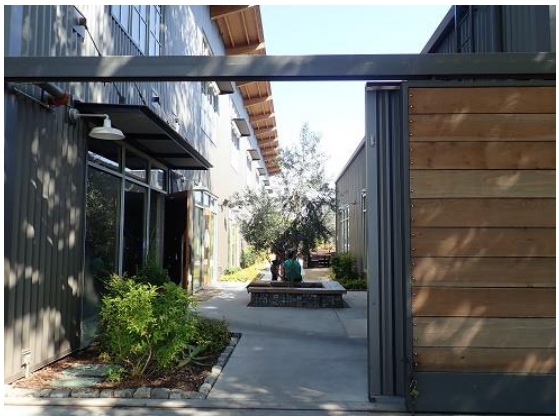
2. Consideration should be given to lot sizes that will allow for future expansion, such as for greenhouse or expanded research facilities.

Campus Setting

3. Where higher employment uses are proposed, a campus style environment should be promoted, creating opportunities for interior courtyards, plazas, seating areas, and other public or semi-public open spaces.
4. Highly visible and well designed, secondary building entrances located internally to the site should face onto common open space areas and parking lots.
5. Paseos and other internal and external walkways shall connect employees and visitors to key pedestrian pathways by and between buildings, through to public right-of-ways, greenbelts and/or the broader bike/pedestrian trail network.
6. Pedestrian scale light poles of not more than 16 feet in height or lower level bollard style lighting, or a combination of both, shall be provided at all outdoor walkways, parking, loading and service areas, ramps/stairs, and building entrances.
7. A minimum of 1-foot candle of lighting shall be provided; "hot spots" of 10 foot candles or greater shall not be permitted.

Common Open Space

8. New development shall provide common, usable open space which may include a combination of shared paseos/pathways as well as courtyards/patios or private greenspace. Amount of common and usable open spaces shall be equivalent to at least 5 percent of the gross floor area of the building.
9. The use of textured or enhanced paving, incorporation of decorative landscaping and shade elements, and movable tables and chairs that provide an adaptable, attractive and inviting environment are encouraged within shared courtyards, patios and private greenspace.



Required open space may be developed as a courtyard or patio and should include landscaping, lighting and outdoor furniture for the enjoyment of employees and visitors.

B. Architecture and Massing

Unique Building Types

1. Unique or nontraditional building types such as greenhouses are permitted within the RTP/RFO Zone but shall be designed with high quality materials and in a manner that does not detract from the overall aesthetic quality of the Plan Area.
2. Where appropriate, landscaping or screening may be required to soften the appearance of a non-traditional building types.

Gateway (Secondary)

3. Buildings located at or the near the corner of CR 25A and Road B shall be designed in a manner which provides a sense of arrival and should reflect the distinctive character of the Plan area as an agricultural and technological center for innovation.
4. Enhanced landscaping shall be provided along CR 25A between Highway 113 and Road B with an emphasis at the intersection of CR 25A and Road B to accentuate this location as a critical gateway to the Plan Area's South Campus.

C. Ag Interface

1. A minimum 150-foot buffer is encouraged, where feasible, along the southern edge of the Plan Area, adjacent to agricultural lands along the urban limit line.
2. Uses within the buffer may include parking, streets, bike / pedestrian multi-use trails, shipping/receiving yards, stormwater management uses/facilities, or uses. Additionally, uses consistent and compatible with agricultural uses, agricultural field research or similar (i.e. greenhouses, field research offices, community gardens or agricultural uses/structures) are permitted within the ag buffer.

3.5.8 Special Character Guidelines-Highway Commercial Zone (HC)

The following special character guidelines are intended to promote an attractive Plan Area gateway that reflects the character of the Research and Technology Campus, while serving both visitors to the Plan Area as well as the traveling public in a convenient and efficient manner. Standards and guidelines in this section shall supersede and take precedence over those in Section 3.5.3, General DS/DG.

A. Site Design

Pedestrian Connection

1. Site design shall consider pedestrian connectivity to adjacent and nearby commercial uses, businesses, bike/pedestrian paths, and mobility hub(s). Pedestrian walkways should be clearly delineated by overhead trellising, shade trees, enhanced paving, landscaped edges or other identifying characteristics. Pedestrian walkways shall be well lit and visible.

B. Architecture and Massing

Architectural Style and Scale

1. Development within the Highway Commercial Zone shall reflect the "ag-tech" character of the Plan Area.
2. Contemporary design styles are encouraged.
3. Hotel(s) shall provide a well-defined, covered entryway for loading and unloading.

Gateway

4. Projects located at the corners of CR 25A and Roads A and B shall include enhanced corner design elements and landscaping to provide a sense of arrival.
5. Buildings with frontage along CR 25A, Road A or Road B shall be designed in a manner so as not to "back-on" to those roadways. Windows, entryways, patios and other design features shall be located along the CR 25A and Road A/B frontages to give the appearance of a primary building frontage.
6. Utility doors and other back-of-house items shall be avoided along CR 25A and Road A/B or appropriately screened from public view.

C. Driveways, Parking and Service Aisles

Driveways

1. Limit driveways to a single right-in right-out on CR 25A.

Drive-Thru Facilities

2. Highway Commercial uses that include drive-thru facilities should locate the drive-thru aisle away from CR 25A and Road A where feasible.
3. Not more than one drive-thru facility may be permitted on a single parcel.
4. Drive-thru aisles shall incorporate covered overhangs and/or trellises and be landscaped on both sides of the aisle. Adjacent planter areas/medians shall be at least 5 feet wide and

shall include trees or other vertical elements such as landscape screens/walls.

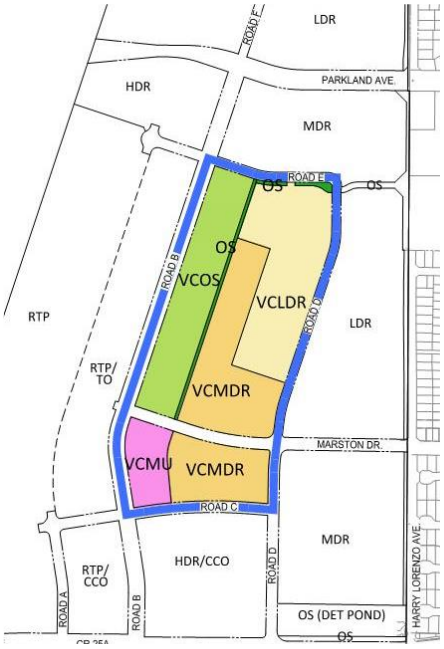
5. Pedestrian pathways on parcels with drive-thru facilities shall be clearly delineated by stamped/decorative, color paving.
6. Outdoor/patio dining areas shall be provided with all drive-thru coffee shops / restaurants.

Gas Station

7. A single service/gas station may be permitted within the Highway Commercial Zone.
8. Fuel pump canopy design shall have similar roof form and design to primary building and be of exemplary architectural design.
9. A minimum of 10' wide landscape area shall be provided along all street frontages.
10. A single monument sign with fuel price may be permitted and shall incorporate architectural treatments consistent with the main building.

PART 2: DESIGN STANDARDS AND DESIGN GUIDELINES FOR THE VILLAGE CENTER DISTRICT

The Village Center District includes Village Center Mixed Use (VCMU) Zone and the Village Center Open Space (VCOS) Zone, The Yard, an 11-acre linear park. Residential Uses in the Village Center District are Village Center Medium Density (VCMDR) and Village Center Low Density (VCLDR) Zones. In this District, the DS/DG provide the comprehensive DS/DG for each zone and no General DG/DG's are provided. However, some standards refer to DS/DG in other sections. The VCMDR and VCLDR zones tier off of the General Residential District DS/DG found in Section 3.5.12.



3.5.9 DS/DG for the Village Center Mixed Use (VCMU) Zone

A. Site Design

Well Defined Streetwall

1. Building placement along Road B and Marston Drive should provide clearly defined edges to the public realm and activate the street.
2. For parcels with frontage along Road B and Marston Drive, seventy percent (70%) of the property shall be developed at the minimum setback line (development may be phased over time). Exceptions may be granted to allow for articulated entryways and well-designed outdoor space that includes vertical and horizontal elements that simulate and maintain the appearance of a streetwall.
3. Where portions of a building other than entryways are setback from the sidewalk, the area should be treated as a courtyard or patio.
4. Buildings over three stories should stepback or provide a varied wall plane on street facing upper floors (above the third floor).
5. On-site parking, if provided, shall be located behind the building and away from Road B and Marston Drive.
6. "Tuck under" parking is encouraged, where feasible, as an alternative to surface parking.

Active Corners

7. Buildings located at Road B and Marston Drive should incorporate unique architectural design elements or enhanced façade treatment, fenestration, variation in wall plane, tower elements and interesting signage.

Pedestrian Experience

8. Primary entrances and/or outdoor use areas such as patios shall be located at intervals of no more than 50 feet and should face the public right-of-way or public realm which may include an active alley if that is the primary entrance.
9. Primary business entrances shall not face parking lots.
10. Façade treatments, when adjacent to Road B and Marston Drive should support a comfortable pedestrian experience by incorporating architectural features that provide shade, such as canopies, awnings, overhangs, projections, as well as visual interest through the use of articulated bays, material and surface change and textures, and distinct door and window details.

Roll up doors are encouraged within the Village Center to allow for greater interaction and interest between the built environment and the pedestrian right of way.

11. Canopies and awnings should provide a minimum 8-foot clearance above finished grade and may extend over the sidewalk/public right of way.
12. Avoid locating residential uses on the ground floor unless a live-work unit. Lobby entries to upper floor units may be provided along the building frontage but should be carefully placed to avoid disrupting the storefront continuity.
13. Pedestrian access should consider and connect thoughtfully to the mobility hub, The Union.

Public and Private Outdoor Space

14. Outdoor dining is encouraged and may take place within the public right-of-way subject to an encroachment permit issued by the Community Development Department.

Outdoor display of merchandise is encouraged within the Village Center. However, a minimum 5-foot clear walk space shall be maintained on all pedestrian paths/sidewalks.

15. Environmental conditions such as sun, shade and prevailing winds should be considered when positioning courtyards and outdoor seating areas.
16. Outdoor patio/dining enclosures (fencing or gates) shall be designed with quality materials and should incorporate landscaping where possible to help soften their appearance.
17. Trees, trellises and other shade structures are encouraged within outdoor courtyards and patios.
18. Outdoor display of merchandise which enhances the appearance and pedestrian experience is permitted, but shall not obstruct the accessible path of travel, any building entrance/exit or accessible ramp. A minimum of 5 feet of clear walk space shall be maintained along all pedestrian paths and public sidewalks.

Multi-Use Design

19. Alleys and paseos should be fully designed to allow for shared uses including primary or secondary access to businesses, outdoor dining and attractive pedestrian walkways.
20. The use of pavers or stamped/colored concrete is encouraged within alleys to provide a durable and attractive passageway and help define a shared pedestrian realm.

B. Architecture and Massing

Solid wood, standing metal seam, stone, concrete and masonry, including red brick, are appropriate materials in the Village Center.

Architectural Style and Building Materials

1. Building design should reflect a more traditional urban center with predominantly two and three story buildings.
2. Simple architectural design is preferred with elements of contemporary farm style, warehouse / loft style, and/or ag/industrial rustic.
3. Materials and colors should be well thought out to provide a unified and attractive exterior, but should generally be limited to one base material and not more than two accent materials to avoid a busy appearance.
4. High quality and durable materials such as solid wood, standing metal seam, quarry stone, concrete and masonry, shall be used on all buildings, with particular attention paid to finish types and surface textures that enhance visual interest and variety particularly at the pedestrian level. Innovative "green" materials and/or "green walls" are encouraged.
5. Naturally finished metal, and wood are appropriate as accent materials. The use of stucco siding is permitted but should be limited and applied as smooth texture.
6. Matte finishes are preferred; highly reflective surfaces are generally not appropriate and should be used sparingly as accents only.
7. A rich contemporary color scheme is encouraged.
8. Building lighting, including illumination and fixture style, as well as landscape pallet and location should be considered early in the design process. Lighting and landscaping should be well integrated into the overall project site plan and complementary to the building design and proposed architectural style.
9. Design elements such as roll up doors, string lights, upper level decks, balconies and finished roof tops that can support outdoor gathering/dining opportunities are encouraged to promote a lively urban environment.

Ground Level Façade

10. Facades at the ground level, particularly those facing the public right-of-way, should include frequent entrances and display windows, and should be visually distinguishable from upper levels through the use of architectural detail, awnings, canopies, or by recessing upper floors above the second floor.

11. A majority of ground floor storefronts should be transparent and provide opportunity for storefront display area and/or patron seating/dining. Avoid blank walls greater than 12 feet in length.
12. Buildings located at prominent street corners shall include enhanced architectural features at the corner such as towers or variations in building height as well as design primary covered, entrances near or facing the corner.
13. Building windows should be located on both sides of the corner, and architectural features shall be wrapped around all sides of the building where visible to the public.

Enhanced architectural treatment shall be provided at prominent street corners, particularly at the Road B and Marston intersection.

Vertical Mixed Use

14. Upper level residential uses should be compatible with ground floor retail space and may include studio or smaller one- or two-bedroom units. Large three- and four-bedroom apartment units are generally not appropriate.

Windows

Proper window glazing should allow for visibility and connection between indoor uses and the pedestrian right of way.

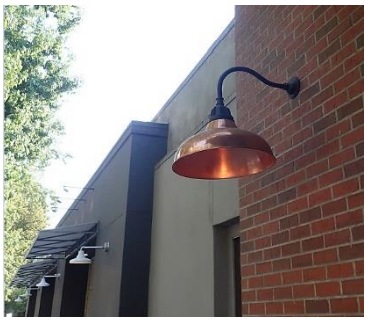
15. Windows should be inset or recessed from the wall plane for visual interest and shadow line.
16. Proper glazing should enhance visibility and connection between indoor and outdoor spaces, particularly at the pedestrian/ground level.
17. Tinted glazing is not permitted.

Rooflines and Cornices

18. Rooflines should be considered in the overall building design and should provide an attractive termination of the building through the use of a decorative cornice or parapet, continuous banding or trim, decorative gables or other architectural features that help clearly define the building edge.
19. A simple rectangular roof line is preferred. Shed or sloping roof lines may be used as accents. A simple gable roof may be considered with appropriate pitch and use of materials that reflect a contemporary or farm style architecture.
20. If used, decorative parapets should be extended around the side of a building and contain necessary depth to appear as an integral part of the building design and form.

Lighting

21. Building and on-site lighting shall reinforce the architectural style of the development and enhance the overall ambience.
22. Where appropriate and complementary, up-lighting or rooftop lighting is encouraged to accentuate major architectural details, building form and/or landscape elements at night, however, excessive light and glare shall be avoided.



Lighting shall reinforce the architectural style of the building.

23. Minimum required illumination shall meet Uniform Security Code requirements as set forth in Title 15 of the Woodland Municipal Code.

C. Sustainability

Projects shall comply with the Sustainability Guidelines outlined in Section 3.5.12.B.

D. Screening, Walls and Fencing

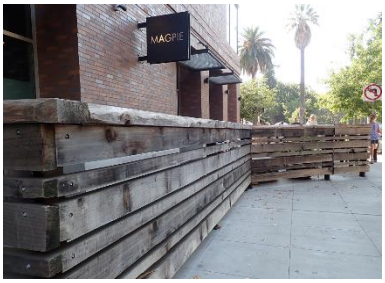
Outdoor Storage

1. Outdoor storage of goods and materials shall be located away from Road B and Marston and shall be screened from public view by way of decorative fencing/trellising, landscaping and/or masonry walls with vines. All requiring screening shall be architecturally compatible and complementary to the overall project.

Mechanical Equipment

2. All utility and mechanical equipment and service areas shall be screened and located away from Road B and Marston Street. Where feasible, mechanical equipment shall be located on top of the building and screened from view with parapet walls.
3. Backflow prevention devices shall not be located within the public right of way or along primary pedestrian streets and be screened with landscaping or low fencing/walls.

Limited Use of Walls and Fencing



Low decorative fencing and walls may be used in limited capacity to delineate shared open spaces and outdoor dining areas.

4. Low decorative walls or fencing may be used in limited capacity to delineate shared or private open space and outdoor dining/patio areas; but should not exceed 36 inches in height within the front setback area or adjacent to public right-of-way.
5. Fencing located outside of the front setback for screening and/or security purposes shall not exceed eight feet in height. All fences over six feet in height require a building permit.)

6. Standard chain link fencing as well as barbed/concertina wire or similar boundary security materials are prohibited within the Village Center District.

E. Trash and Recycling

Enclosures

1. Trash and recycling enclosures shall consist of the same or similar design and materials as the overall project and shall adhere to City trash and recycle enclosure specifications.
2. Enclosures shall be located to the side or rear of the building, away from public view and should be separated from adjacent parking stalls by a minimum 3-foot-wide landscaped planter where applicable.
3. Trellis structures and vines are encouraged as a means of screening the sides and rear of trash enclosures.
4. The area around trash enclosures shall be kept free of trash and debris.

F. Commercial and Residential Compatibility

Commercial / Residential Interface

1. Where commercial and residential uses are located on the same block or combined as part of a mixed-use project, efforts should be taken to minimize potential conflicts between the two uses including locating commercial uses that may generate loud noise, fumes, light, etc., along the street frontage, and residential uses on upper floors away from more intense commercial activity. Rooftops should be considered for commercial exhaust vents and generators.
2. A buffer of lower intensity commercial uses such as office or storage space located between residential units and more intense commercial uses can help minimize potential conflicts between the two.

G. Driveways, Parking and Service Aisles

Driveway Location

1. Driveway placement shall avoid disrupting the streetwall and pedestrian environment and shall be located behind or to the side of buildings. On-site parking, when necessary, shall be accessed from the rear of the property.
2. Minimize the number of driveways to avoid loss of on-street parking spaces.

Driveway Design

3. Driveways should incorporate material changes to alert pedestrians of potential conflict and shall provide good visibility of pedestrians from adjacent roadways and exit points.

Required Parking

4. On-site parking lots/areas shall be located behind buildings, away from Road B and Marston Drive.
5. A common shared parking area is encouraged for employee and customer use for businesses within the Village Center. Undeveloped lots within or adjacent to the Village Center may be used as temporary parking areas in the early phases of the project build

out prior to development and service to the Mobility Hub.

6. The maximum number of off-street parking spaces shall not exceed the following amounts, unless otherwise approved by the Community Development Director:
   Commercial, Retail, Service: 1 space per 500 gross square feet
   Office, Flex, Research and Development: 1 space per 500 gross square feet
   Daycare: 1 space per 1,000 gross square feet
   Restaurants, cafes, micro-brewery: 1 space per 4 seats
   Residential: 1 space per studio/1 bedroom unit. 2 spaces per 2 bedroom units or greater.
7. On-site parking, if provided, shall be located behind the building. "Tuck under" parking is encouraged as an alternative to surface parking.

Electric Vehicle Charging

8. All commercial parking lots and/or structures shall provide electric vehicle charging pursuant to the California Green Building Standards Code, Tier 1 requirements.

Parking Lot Landscaping and Shading

9. Proper tree variety and placement shall be designed to result in 50 percent parking lot shading within 15 years of installation. Primary entrance roads and driveways not used as back-up areas are exempt from this requirement.
10. Solar and shade covers are permissible, but should not significantly reduce the number of trees otherwise required to provide 50 percent lot shading.
11. Surface parking lots visible from the public right-of-way shall incorporate landscape screening, trellising, low walls/fences at least 36 inches in height to continue a "green wall" and minimize interruption to the streetwall.
12. At least 6 feet of landscaping should separate surface parking from any adjacent sidewalk or public right-of-way.
13. Shaded sidewalks or other pedestrian walkways shall be clearly delineated by way of landscaping and enhanced paving or design and should connect parking areas directly to building entries.

Bike Parking Facilities

14. Bicycle racks shall be placed near building entrances, in safe, well-lit locations, and permanently anchored to a hard, dust free surface, preferably asphalt or concrete slab, and installed in a manner which allows adequate space for access to the bicycle and locking device, and avoid pedestrian conflict.
15. Covered and secured bike parking shall be incorporated into each project for use by residents and employees. The use of bike lockers is encouraged where feasible.

Innovative or artistic bike racks are encouraged within the Village Center provided they remain functional and secure for the user.

Lighting Standards

16. Minimum required illumination shall meet Uniform Security Code requirements as set forth in Title 15 of the Woodland Municipal Code.

H. Signage

Projects within the Village Center District shall comply with the Signage and Wayfinding Guidelines outlined in Section 3.5.3.G (General DS/DG for Research and Technology Park Zones), Additional guidance for the VCMU zone is provided below.

A-Frame Signs

1. In addition to the Signage and Wayfinding guidelines provided for in Section 3.5.3.G, high quality and attractive A-frame signs (4 feet tall by 2 feet wide max) may be located in the public right-of-way in front of small retail, restaurant and café uses when properly weighted or secured to prevent tipping or moving.
2. A-frame signs and similar pedestrian oriented temporary signs may not inhibit accessible travel within the right-of-way and must be brought inside after business hours.

Prohibited Signs

3. Traditional, internally illuminated pan-channel letters and cabinet signs are prohibited with the Village Center. Signage within the Village Center shall be of high quality and custom design and shall contribute to the urban, energized environment envisioned for the District.

I. Public Art

Obligation

1. Public art shall be incorporated within new development projects, including private projects, consistent with the Woodland Municipal Code (WMC), Public Art Ordinance (WMC Section 17.104.200).

Installation

2. The placement and installation of Public Art consistent with the Woodland Public Art Ordinance is encouraged within shared open space areas such as outdoor patios, plazas and courtyards and within view of a large number of people such as along sidewalks, at intersections, within roundabouts and medians, within the VCOS zone (The Yard) and at primary Plan Area gateway locations along CR 25A and Road B.

Artwork

3. Public Art should be unique and of high quality design; however, it is encouraged that artwork located within the public realm be of a unified theme reflective of the Research and Technology Park's focus on agricultural and technological innovation.

3.5.10 DS/DG for Village Center Open Space (VCOS) Zone

A. Site Design

The Yard will serve as a central gathering place for Plan Area employees, visitors and residents. Formal and informal spaces within the park will allow for a variety of uses and activities.

1. The Yard is intended to serve as a both passive and active recreational linear park designed with formal and informal spaces that provide the flexibility to accommodate various activities and user groups.
2. Public plazas within the park shall be designed to accommodate social and employee gatherings, special events, farmers markets, food trucks, mobile retail vendors and other pop-up uses, should consider design features such as an elevated stage for musical/theatrical performances.

Park frontage along Road B shall consider efficient means to accommodate food trucks and other appropriate pop-up uses so as not to obstruct traffic or pedestrian walkways along the western edge of the park.

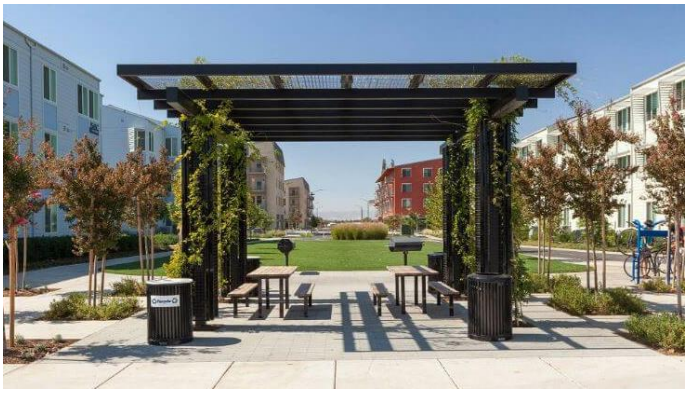
3. Certain areas of the park should remain open and unobstructed by trees and/or berms to allow for informal pick-up games of soccer, volleyball, disk golf or similar uses. Shade trees should be provided at the periphery of open space areas.

B. Commercial/Retail Use

1. One and a half (1-1/2) acres of commercial/retail development is permitted within The Yard consistent with a master park design plan.
2. Architectural design and site development guidelines/standards outlined in Section 3.5.9 A and B shall generally be applied to commercial/retail buildings or structures within the park, as applicable. Appropriate uses within the park generally include coffee shops/kiosks, farmers market, container style micro-brewery/beer garden, restaurants with patio dining, artist studio, fitness studios, small retail shops (e.g. small nursery, florist, or clothing boutique) willing to showcase goods outdoors.
3. Both hard and soft-scape courtyards, plazas and patios are encouraged as connections to and transitional space between commercial/retail uses and recreational open space in the park.
4. A centrally located, covered plaza is encouraged within close proximity to the Village Center commercial area, which may accommodate bike parking as well as open-air kiosks or seasonal market stands.

A covered pavilion within The Yard will allow for year round open air activities including farmer's markets and craft fairs, as well as covered bike parking.

C. Amenities



Covered seating areas including fixed and movable furniture is encouraged within The Yard.

1. The Yard should include furniture, both fixed and movable, for picnics, rest areas and social gatherings. Both built and natural elements should provide sufficient shade during summer months.
2. Pedestrian and bike pathways shall be provided throughout the park, including soft surfaces such as decomposed granite for jogging, and shall connect to off-site bike and pedestrian networks.
3. Public restroom shall be provided.
4. Bike and scooter parking shall be provided throughout the park in safe and highly visible locations, near activity nodes for the use and convenience of cyclists.

D. Lighting

1. Park lighting shall be provided to ensure safety and security and to allow for continued park use and activity after dark. All pedestrian/bike pathways shall be illuminated by way of pedestrian scale overhead lighting or lower level bollard style lighting.
2. Minimum required illumination shall meet Uniform Security Code requirements as set forth in Title 15 of the Woodland Municipal Code.

E. Landscape

3. Landscaping within The Yard shall feature native ground covers and trees, including Valley Oaks, and pollinator friendly plant species.

3.5.11 DS/DG for Village Center Low and Medium Density Residential Zones (VCLDR, VCMDR)

Projects within the VCLDR and VCMDR zones shall comply with the General Residential District Guidelines outlined in Section 3.5.12, found in Part 3 of this document. The guidelines in this section supplement the general residential guidelines provided in Section 3.5.12 in order to enhance the more urban-like character of the Village Center District, while providing a seamless transition to the adjacent residential neighborhoods in the Villages District and to ensure appropriate and positive transitions.

A. Neighborhood Design

Building Orientation, Setbacks and Park Interface

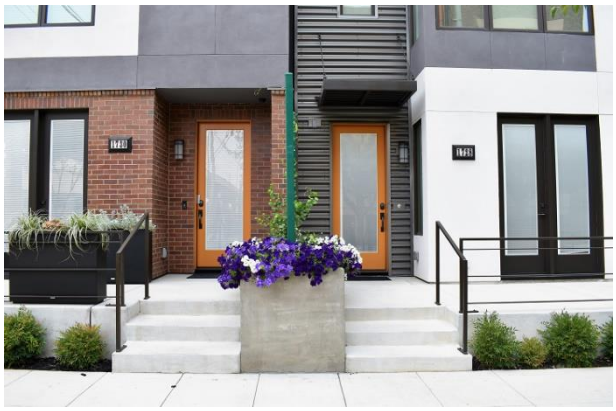
1. Primary entrances to those residential units located along the eastern boundary of and immediately adjacent to The Yard shall be designed to front or appear to front on the park.
2. Primary doorways, stoops, patios/porches and similar design features shall be included to emphasize a strong relationship to the park. Units may include double frontages or provide secondary access from a rear alley.
3. Residential units fronting the park shall be a minimum of two stories in height and shall be setback a minimum of 10 feet, but not more than 20 feet from the Promenade on eastern boundary/right-of-way. Setback areas may include a low fence (36" if solid or 42" if open) or a decorative low wall to delineate private residential property.
4. Public access to The Yard from the VCLDR and VCMDR neighborhoods shall be provided by mid-block paseos, a minimum of 20 feet wide with a minimum 8-foot-wide accessible sidewalk or pathway, every approximately 300 feet between residential units fronting the park.

B. Architecture and Massing

Building Form and Massing

1. Residential units fronting The Yard are encouraged to incorporate design elements such as balconies and roof-top patios/gardens to further activate the park, to allow units to take advantage of park views and to enhance visibility and "eyes on the park" for safety.

2. VCMDR multi-family units fronting The Yard shall convey, through modulation or offset planes, individual residential units. Urban-style row- or townhouses with walk up front stoops that help elevate the units above the ground level are encouraged.
3. Vertical articulation at the front elevation is encouraged to minimize dominant unbroken exterior wall planes.
4. Small lot and higher density residential units shall provide distinguishable and articulated entryways including recessed doorways, overhead projection/awnings, elevated stoops and/or unique paving to differentiate private space from the public sidewalk/pathway.
5. Where live-work or mixed-use retail/residential projects are located adjacent to the park, the ground floor retail/commercial use shall be visually separated and identifiable from upper residential units by way of differentiated façade treatment, articulated wall plane, awnings or other design elements.



Articulated and/or elevated entryways provide a clear and distinct differentiation of public and private space.

Medium- to Low-Density Residential Transition

Proper scale and massing will allow for a seamless transition between residential zones of varying densities.

6. The design and massing of medium- and low-density residential development within the Village Center District should contribute to a unique and unified urban district.
7. Transitional areas should be seamless between the two residential zones through appropriate transition of scale and massing. The height differential between any two adjacent parcels shall be no more than two stories or 25 feet, whichever is less, within 25 feet of the parcel line.
8. Innovative "outdoor rooms" which foster social and neighborhood interaction and include a mix of hard and soft-scape for outdoor seating, fire rings, and patios rather than traditional front yards are encouraged within the district.

Design

9. Medium- and low-density residential units within the Village Center District shall incorporate contemporary and/or modern design elements such as flat parapets, metal awnings and clean lines. Traditional suburban architecture and building forms should be avoided.
10. Appropriate building materials include, but are not limited to, wood, glass, brick, metal, cement board siding, stucco or tile. Finishes shall be smooth or near smooth.

Modern design elements are encouraged within the Village Center Residential Zones including flat parapets, smooth finish stucco and metal awnings.

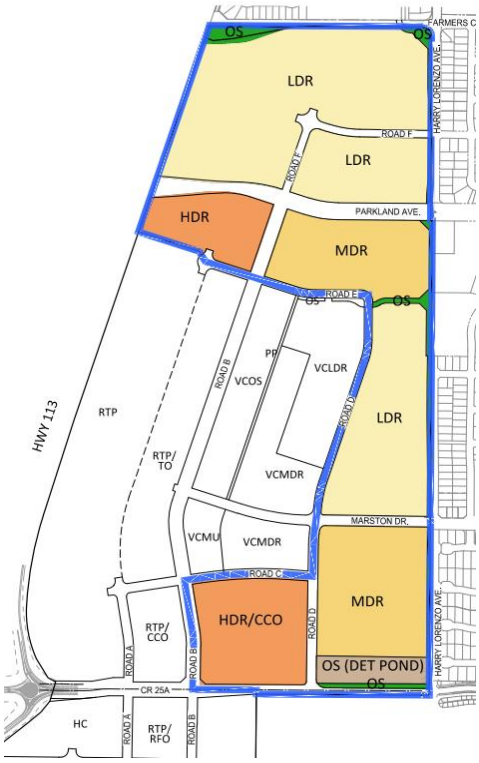
Garages and Driveways

11. Garages and driveways are not permitted along The Yard frontage. Garages, driveways and parking for those residential units with park frontage shall be located behind the unit away from the park.
12. Alley-load and non-traditional subdivision layouts that minimize automobile prominence and create a more urban and active environment are encouraged within the Village Center Low- and Medium Density residential zones.
13. Deviations from setback requirements will be considered on a case-by-case basis to allow for innovative subdivision layout that meet these objectives based on a finding that adequate unit separation for light, air and ventilation and private open space is still maintained as determined by the Community Development Director. Where projects are located adjacent to existing residential development, setback standards shall be maintained except as provided for in Chapter 7, Section 7.4.1.2, Minor/Administrative Modifications.

Alley-load design is encouraged within the Village Center Residential Zones to minimize vehicle prominence and enhance the pedestrian realm. Alley design should include landscaping and decorative fencing, taking into account waste bins and other elements that may require screening or storage.

PART 3: DESIGN STANDARDS AND DESIGN GUIDELINES FOR THE VILLAGES DISTRICT

The following guidelines provide site planning and design direction for all land use zones within The Villages District. These zones include LDR, MDR, HDR and HCR/CCO. Section 3.5.11 provides standards and guidelines that apply broadly to all residential zones, In addition, 3 sections of Special Character Guidelines are provided for zones of HDR, HDR/CCO, for MDR and LDR sites located in East Villages and for LDR sites located in the North Village. The "Special Character" guidelines are intended to enhance or in some cases supersede the broader Residential District guidelines. If conflicts arise between the General Guidelines and the Special Character Guidelines, the Special Character Guidelines shall take precedence.



3.5.12 General DS/DG for all Residential District Zones (LDR, MDR, HDR, HDR/CCO)

A. Neighborhood/Site Design

Building Orientation and Setbacks

Subdivisions designed around and fronting shared open space are encouraged within the Village District.

1. Homes, including multifamily projects, shall be oriented to the street, open space, or common areas. All street-facing dwelling units must have the primary entrance facing or within 30 degrees of a public street or internal walkway.
2. Within Medium and High Density Residential zones, buildings should be located at or near the required minimum setback to enhance the streetwall and activate the public realm.
3. Front yard setbacks along a street may vary by up to 25 percent, subject to the setback requirements for residential uses, to create an interesting and attractive street edge and support visual continuity on the block.
4. Active living spaces including community spaces, recreation rooms and gyms should be oriented to the front of the home/unit and at the ground level in multifamily projects.

5. Enhanced entryway features such as porches, stoops, balconies, decorative landscaping/paving at entryways, windows, and other architectural elements shall be incorporated to enhance the pedestrian-scale and character of the street.
6. For multifamily housing development, the minimum building separation shall be maintained to provide sufficient privacy between units, private outdoor open space and balconies. Windows, balconies, patios, and courtyards should be oriented to protect the privacy of users and reduce unwanted noise between units.

Elevated front stoops help distinguish between the public and private realm.

Lot and Building Variations

7. For detached single family lots in MDR and LDR zones, building elevations shall be varied to create interest along the street and include:
   - A mix of single, two and three-story units along a block, where appropriate;
   - Variation in the homes along the same street with different building heights, setbacks, massing, and roof shapes;
   - Avoidance of repetition of identical floor plans or elevations in homes next to each other;
   - Street corners suited for architectural treatments that engage the street, such as windows, wrap around porches, and other ground floor building articulation.
8. For multifamily housing in MDR and HDR zones, building design shall incorporate varied wall planes, scale and massing.
9. No building façade may extend n a continuous plane for more than 15 feet without a window or projection, offset, or recess of the building wall at least one foot in depth.
10. All street-facing facades shall have at least one horizontal or vertical projection or recess at last two feet in depth, for every 25 horizontal feet of wall. Building entrances and front porches may count toward meeting this requirement.

Varied wall planes, scale and massing should be used to break up and add interest to multi-unit residential buildings.

11. Where adjacent to single family or lower-density residential development, building scale and massing should be compatible with the character, rhythm, height, and massing of adjoining single family or lower density development. The height differential between any two adjacent parcels shall be no more than two stories or 25 feet, whichever is less, within 25 feet of the parcel line.
12. In order to achieve architectural diversity within low density (LDR), residential subdivisions, the following minimum range of different floors plans and building elevation shall be provided:

Number of Units	Required Number of Floor Plans	Minimum Required Number of Elevations (per plan)
<25 units	2 plans	4 elevations (2 per plan)
25-50	3 plans	9 elevations (3 per plan)
51-75	3 plans	9 elevations (3 per plan)
76-120	4 plans	12 elevations (3 per plan)
>120	5 plans	15 elevations (3 per plan)

Common and Private Open Space within Multifamily Residential Developments

Multifamily residential units should be designed around common open space incorporating walking paths, garden boxes and seating areas for resident enjoyment.

11. Arrange multi-family residential buildings to provide functional public and private outdoor space for residents.
12. A minimum of 48 square feet of open space shall be provided per unit in high and medium density residential zones where multifamily projects are proposed. Required open space may be private or common or a combination.
13. Common open space areas and facilities should be conveniently and centrally located to serve the majority of units. Amenities such as pools, club houses, or other recreation areas, common patios or greens, seating, picnic spots, tot lots, community garden boxes, and walking paths should be incorporated, where appropriate, to serve different age groups and/or the anticipated

residents of the development.

14. Private open space, such as front yard area patios, stoops, porches, backyards, and balconies (for upper story units) is encouraged, contiguous to the units it serves.
15. Private open space, where provided, shall be a minimum of 48 square feet per unit and provide functional and comfortable outdoor living, including appropriate depths to accommodate chairs and small tables. Personal storage spaces can be designed as an extension of the private open space, but shall not count toward meeting private open space requirements for each dwelling unit.
16. Private open space should be integrated into the design of building and designed and located to take advantage of the winter sun and/or shade and breezes in the summer months, to the extent possible.

Connectivity

17. For multifamily development projects, an on-site pedestrian circulation system shall connect residents internally within the development to parking areas and open space, as well as to neighborhood sidewalks, paths and transit stops.

Pedestrian walkways should connect residents to adjacent common areas, parks, parking areas, or other amenities.

18. Adjacent commercial and retail uses shall be easily accessible by way of internal and/or mid-block paseos and pathways that connect residents to such amenities without requiring residents to walk to the perimeter of the block.
19. Where residential block sizes exceed 600 feet in length, a mid-block paseo, a minimum of 20 feet wide with a minimum 8-foot-wide accessible sidewalk or pathway, shall be provided to facilitate better internal connection for area residents.
20. Along pedestrian paths and paseos, provide pedestrian amenities, such as shade trees, seating, lighting, and landscaping, to extend the open space area and support safe pedestrian use.

B. Architecture and Massing

Building Materials

Exterior building materials should be high quality and correspond to changes in massing and wall plane.

1. Building materials, textures, colors and treatments should be varied to avoid a dull monotonous façade, but should correspond to variations in mass and wall plane.
2. Materials should appear substantial and integral to the structure. Materials shall be durable to withstand weathering with age. Exterior finish materials shall have an expected lifespan of no less than 30 years. Non-durable materials, such as plastic, tin, and vinyl shall be avoided, as well as highly reflective materials. Exterior timber shall be protected from decay by stain and sealant.
3. When applicable, masonry must be applied authentically. Masonry shall wrap corners and terminate at inside corners. Other material changes shall occur at an inside corners or other appropriate transition elements, such as a fence line.
4. Stucco finishes shall be smooth or very light sand finish. Stucco foam trim, where used, shall be smooth finish or shall incorporate a natural woodgrain texture where appropriate.
5. Heavy knock down or "lace" stucco is not appropriate.

Building Form and Architectural Style

Multifamily buildings can convey individual residential uses through variation in wall plane, massing, materials and design elements such as elevated front entryways.

6. Where the distance between multi-family buildings is 15 feet or greater, all elevations shall be articulated with windows, frames, shutters, and/or other architectural treatments consistent with the primary elevation. At corner lots, side yard facades shall maintain the same level of architectural detail as the front/primary façade.
7. Multi-family buildings shall convey, through modulation or offset planes, individual residential uses. Porches, stoops and balconies may be used to orient the building and residential units toward the street.
8. Long multifamily buildings should appear as distinct and articulated smaller buildings that complement the scale and massing of surrounding housing.
   Create variations in building facades through use of varied massing, shape, materials, and roof forms.
9. Building heights shall transition between larger-scale (medium- and high-density) and smaller-scale (low- and medium-density) projects on adjoining lots or across a shared street. The height differential between any two adjacent parcels shall be no more than

two stories or 25 feet, whichever is less, within 25 feet of the parcel line.

10. Shade/shadow impacts shall be minimized by stepping back upper floors above three stories.
11. Windows shall be located in a manner that avoids direct views into adjacent single family yards to respect and maintain privacy to the extent possible.
12. Contemporary cottage, urban farmhouse or similar and/or complementary styles are encouraged within the lower density zones. A mix of modern and traditional architectural styles are appropriate for higher density residential development.

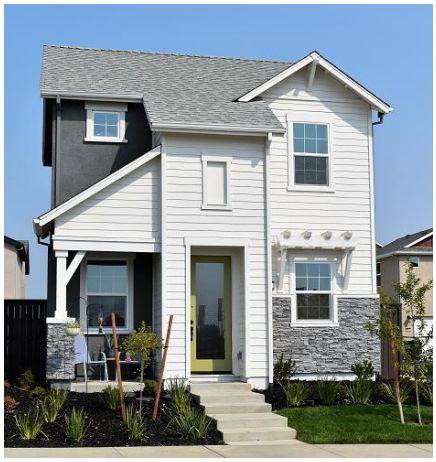
Porches, Entries and Courts

13. Entryways should be appropriately sized to the scale and massing of the home or building and should provide roof cover.
14. Porches, verandas, and other architectural elements such as a sidelight window panel should provide a clear sense of entry and design interest to a home.
15. Porches, patios, and forecourts shall have a minimum depth of 6 feet to accommodate circulation and chairs.
16. A pathway separated from the driveway leading from the sidewalk to the entry should be provided.

Doors and Windows

17. Doors and windows should be designed to add visual interest to the building elevation, while complementing the style and architectural features of the home.

18. Windows on street facing units should orient substantially toward the street. Windows should be inset from the wall and designed with high quality trim and details.
19. Exterior doors shall include raised panels, glass, transom windows, or other forms of architectural detail and articulation and should be inset a minimum of 3 inches from the building façade.



Doors and windows should provide high quality detailing and trim that complement the overall architectural style of the home.

Roofline

Varied rooflines add interest to a neighborhood and streetscape.

20. Variety in roof forms, ridge heights, massing, and overhangs will give individual character to homes and also provide an interesting rhythm and continuity along the street.
21. Where consistent with the architectural style of the home, the roof form should be articulated through use of dormers, bays, porch roofs, clerestories, cross gables, and hip forms that break up the roof and provide interest along the street.
22. Wide overhangs are encouraged, to provide shadow and depth to building elevations.
23. Rooftop gardens, decks or patios are encouraged, in multi- family developments but should take into account sun, and/or shade and breezes in the summer months.

Garages and Driveways

24. Garages in residential neighborhoods should be designed to be subordinate to the main living area, yet consistent in design.
25. Homes with garages facing the street are encouraged to have the garage door offset behind the front façade of the living area and covered porch, where provided. Alternative designs may be appropriate where sufficient and enhanced landscape design creates a usable outdoor living room and minimizes the prominence of a garage forward design.
26. Garage doors shall include patterns complementary to the architectural character of the house. Windows should be considered to allow for natural light. Frosted/opaque windows may be used to enhance security. Garage doors shall be recessed a minimum of six inches from the garage door frame.
27. Three car garages must separate and offset the third car garage elevation from the others

by at least two feet in width and depth.

28. Detached garages and carports shall be designed to include a minimum of one of the following from the main building: materials, detailing, roof materials, and colors.
29. Use of alternative pavement surfaces, such as concrete pavers, brick, or stone and alternative driveway treatments, such as ribbon driveways are encouraged. Ribbon driveways are made up of two parallel strips of paving, with a strip of grass or pervious pavers between the paving strip, to minimize the impervious driveway surfaces to the area where the vehicle will be driving or parking.

C. Small Lot Development

Entryways

1. Small lot and higher density subdivisions should provide distinguishable and articulated entryways including recessed doorways, overhead projection/awnings, elevated stoops and/or unique paving to differentiate private space from the public sidewalk/pathway.
2. A separation of at least 8 feet shall be provided between the entryway of one unit and the nearest adjacent building wall to allow for sufficient light and ventilation between units. A minimum of 7 feet of the separated distance should be clear to the sky.
3. Address and unit identification as well as decorative low-level lighting shall be provided at the primary entrance.

Small lot residential development should provide distinguishable entryways through small patio spaces, elevated stoops or alternative paving.

Private Outdoor Space

4. Small lot developments should maximize access to private outdoor space, light and air through the use of roof decks and private balconies/patios.

Private courtyards can be incorporated into small lot development through low walls, appropriate vegetation or other design appropriate space delineators.

D. Sustainable Design

Energy Conservation

1. Energy conservation strategies, including window shading devices, selection of colors to reduce heat gain, energy efficient case windows, cool roofs, high-quality insulation and radiant barriers, solar panels, and other features are encouraged to reduce energy consumption associated with heating and air conditioning during winter and summer months, while also contributing to a local community vernacular.

Architectural detailing such as window awnings or overhangs can minimize direct sunlight intrusion in summer months and reduce the need for artificial cooling.

2. All housing units shall be pre-wired for electric vehicle and solar PV systems.
3. Energy-Star rated residential appliances should be incorporated where appropriate.
4. Home and building design and placement should take advantage of passive solar opportunities.
5. Builders are encouraged to use advanced house framing or optimum value engineering to reduce lumber use and waste and improve energy efficiency in a wood framed house.

Water Conservation

Bioswales can serve as natural stormwater filtration and attractive landscaping within a project.

6. Water reduction strategies including the use of high efficiency, low-flow fixtures and tankless water heaters shall be incorporated.
7. Residential projects shall control and treat storm water runoff onsite to the extent feasible through green roof design, onsite bioswales and biofiltration systems or other measures.
8. Recovery of graywater for on-site uses including landscaping is encouraged
9. Residential projects shall connect to the City's reclaimed water system for landscape irrigation.
10. Install climate sensitive irrigation systems and other water-efficient bubblers and drip irrigation systems.

Sustainable Materials and Construction Practices

11. Sustainable, local and renewable building materials should be used and verified whenever feasible.
12. Projects shall strive to reduce or eliminate waste during design, construction, operation and end of life in order to conserve natural resources.
13. The use of low-carbon cement is encouraged whenever feasible and/or the use of alternative materials.
14. Consider prefabricated building/structural components when feasible.
15. Leftover material stock should be recycled, donated or returned for alternative use at the completion of construction.

Low Water Landscape

16. Landscaping should consist of climate-appropriate plantings, including drought-tolerant and native species suited to the Woodland community.

Native and drought tolerant landscaping is encouraged throughout the Plan Area.

E. Landscaping

Residential Landscaping

1. Native plant species should be used whenever possible.
2. A variety of shrubs and groundcover species as well as a balance of hardscape and paving shall be used within common open space areas and courtyards within multifamily projects and along pedestrian pathways and paseos.
3. Lawns and highly ornamental landscaping that require frequent pruning and maintenance should be used sparingly.
4. The design and location of trees and landscaping for homes shall consider opportunities for solar access and solar panels, as well as, shading and ventilation on hot summer months.
5. Trees shall be a minimum of 15-gallon size and shrubs a minimum of 5-gallon size at the time of planting.
6. Soil amendments shall be applied to support plant health and longevity.

Landscaping Adjacent to SR 113

7. Landscaping along SR 113 shall consist of a mix of trees, low groundcover and vine training on all sound walls or highway adjacent perimeter fencing.

F. Walls and Fencing

Height requirements

1. Interior and Corner Lots. Only fences or walls at or under three feet, six inches (3'-6") in height may be placed along the front yard property line or within the front yard setback

area.

2. Interior Lots. Fences or walls at or under seven feet (7'-0") in height may be placed within the rear yard or interior side yard setback areas.
3. Corner lots. Fences and walls greater than three feet, six inches (3'-6") in height up to a maximum of seven feet (7'-0") in height shall maintain a minimum setback of five feet from the street side property line. Only fences and walls three feet, six inches (3'-6") in height or less may be located within five feet of the street side property line of corner lots.

General

4. All fences over six feet in height require a building permit.
5. For swimming pool fencing, refer to WMC Section 17.104.100(E)
6. Solid masonry or block walls in the community will be limited to those areas requiring sound attenuation to achieve noise standards and screening from unsightly elements, such as trash areas. Sound walls are not expected to be required within the Plan Area, except where necessary along SR 113 where adjacent to residential development.

Vines and landscaping help soften retaining walls and masonry walls required for sound attenuation.

7. The preferred edge treatment along CR 25A adjacent to residential uses is an open style fence softened with landscaping to provide security and privacy to residences.
8. Where long expanses of wall or fences are determined to be unavoidable, based on a noise analysis, articulation of the wall with offsets or landscaping shall be implemented.
9. Vines shall be planted and trained on all masonry walls.
10. Walls or fences along CR 25A should not exceed a maximum unbroken length of 400 feet, without an opening for pedestrian access.
11. Allowable materials for walls include:
    - Stamped or embossed concrete or concrete block with patterns and colors that reflect Woodland's local context, such as agriculture, agricultural technology, native trees and grasses, and/or historic themes;
    - Natural or cultured stone; and
    - Brick or similar materials with colors that are compatible with building color themes within the RTP zones.
12. Chain link fences and wrought iron or steel fencing with points or spears are prohibited in all residential areas.
13. All wood fencing shall be protected with a colored, semi-transparent water sealant stain.
14. Wood fencing in residential areas shall include a decorative cap where visible from the public right of way (i.e. not dog eared).

G. Street Lighting

1. Pedestrian-scaled ornamental street lights should be located along public streets and internal walkways between housing units to provide adequate illumination for safety and navigation. Alternatively, bollard lights may also be provided along internal walkways subject to City approval.
2. Lighting shall be directed and shielded to avoid unintended spill over onto adjacent properties. A minimum of 1-foot candle of lighting shall be provided within parking areas, along pedestrian pathways and at building entrances. "Hot spots" of 10-foot candles or more shall be avoided.
3. Required illumination shall at minimum meet Uniform Security Code requirements as set forth in the Woodland Municipal Code.

H. Signage

General

1. Design Review approval is required for all signage.
2. Signage within residential zoning designations is permitted only where commercial uses are also allowed and for multi-family/apartment developments.

Setback, Height and Area Requirements

3. Sign setback, height and area requirements are subject to the Table 3.5:

Table 3.5 Residential Signage Standards

	Max Sign Height		Min Setback from Property Line	Total Sign Area Per Business	Total Sign Area Per Business Cannot Exceed
Zone	**Wall Mounted Signs**	**Ground Mounted Signs**	**Ground Mounted Signs**	**All Permanent Signs**	**All Permanent Signs**
LDR, MDR, VCLDR, VCMDR	12ft	4ft	3ft	-	20ft
HDR, HDR/CCO	20ft	12ft	5ft	The length of building frontage x 1.5	175sf

Location

4. Signs should be considered during building design and properly scaled and located so as not to dominate or interfere with architectural detailing and overall building façade.
5. Signs should consider pedestrian readability and should help identify the location of primary entrances to the building or community.
6. Permanent rental or real-estate signs are not permitted.
7. Cabinet, box-signs and internally illuminated pan-channel letters are prohibited in

residential zones and on residential projects. Signage should be of high quality design and materials.

8. Multi-tenant signage within the HDR/CCO zone should be coordinated and cohesive in appearance including consistent sizing and lighting requirements.
9. Customized projecting, blade signs or under canopy signs are encouraged within the HDR/CCO zone. Blades signs must provide at least 8 feet of vertical clearance as measured from the sidewalk to the base of the sign.
10. Signs and structural features shall be subject to cross visibility requirements as outlined in the Woodland Municipal Code and subject to review and approval by the City Traffic Engineer.

Text

11. Signs may only contain the name and logo or symbol of the business/residence and its street address. Trade slogans and commercial advertisements are not permitted.
12. Logos shall not exceed 4 square feet in size except if it is determined by City Planning staff that building scale or other factors, such as enhanced design and quality, warrant increased logo square footage.

Materials and Design

13. Signs shall be constructed using durable, fade and weather resistant materials such as stone, tile, cast concrete, or other similarly durable masonry, metal or wood materials consistent with the architectural design and style of the building.
14. Unique and creative sign design is encouraged to enhance the unique identity of the Plan Area and residential zone.
15. Faded or damaged signs shall be replaced or repaired in a timely manner.
16. Cabinet or box signs, roof mounted signs, window signs above the second floor and pole mounted signs are not permitted.
17. Feather signs, flags, banners and other attention getting signs or devices are prohibited except in the HDR/CCO zone during grand openings, in which case they must be removed within 30 days.

Illumination

18. Signs shall be spot illuminated from the front or consist of letters, numbers, or graphics that are halo backlit. Internally illuminated pan channels letters are not appropriate except within the Community Commercial and Highway Commercial zones. Neon is permitted when integrated into custom designs.
19. Flashing, traveling, animated, or intermittent illumination is prohibited.
20. Exposed conduit, tubing and raceways are prohibited. Transformers and other equipment shall be fully screened/concealed.

I. Trash, Recycling and Enclosures

Mechanical Equipment and Trash Enclosures

1. All mechanical equipment, service areas and trash enclosures shall be located away from

or adequately screened from public view by solid fencing, decorative landscaped walls, and/or landscaping. Backflow prevention devices shall not be located within the public right of way or along primary pedestrian streets.

Enclosures - Multifamily

2. Trash and recycling enclosures within multi-family development projects shall consist of the same or similar design and materials as the overall project and shall adhere to City trash and recycle enclosure specifications.
3. Enclosures shall be located to the side or rear of the building, away from public view and should be separated from adjacent parking stalls by a minimum 3-foot-wide landscaped planter where applicable.
4. Trellis structures and vines are encouraged as a means of screening the sides and rear of trash enclosures.
5. The area around trash enclosures shall be kept free of trash and debris.

Trash and recycle enclosures should be designed with similar or complimentary materials as the overall project.

Trash receptacles – Single Family

6. A minimum 3'x10' concreate pad shall be provided behind the fence line and away from public view for single family trash toters and storage containers. A clear/unobstructed path of travel from the pad to the street shall be provided for ease of disposal.

J. Circulation and Parking

Circulation and Parking

Pedestrian paths should provide ease of access to common space, parking areas or other amenities within or adjacent to the project.

1. Whenever possible, separate access for pedestrians from vehicles and high-use pedestrian walkways and crosswalks with color or special paving treatments. Pedestrian access should be prioritized over vehicular access.
2. Street facing driveways should be limited to 20 feet in width or less.
3. The number of driveways should be minimized to avoid loss of on-street parking spaces.
4. Within multi-family housing projects, pedestrian paths should be clear, understandable and easy to navigate, with emphasis on connecting to common open space and adjacent public streets, sidewalks, and local destinations and to amenities such as commercial services, transit facilities, and the open space greenbelt.
5. Minimize the visual prominence of vehicles from the street

front by siting parking areas to the side or rear of the property and providing smaller parking areas, rather than one large parking lot.

6. Parking areas including pedestrian walkways shall be illuminated for safety and security.

Electric Vehicle Charging

7. All multifamily residential parking lots and/or structures shall provide electric vehicle charging pursuant to the California Green Building Standards Code, Tier 1 requirements.
8. All single family, townhomes and duplexes must be EV capable.

Parking Lot Landscape and Shading

9. On-site parking in medium- and high-density residential developments should be located internal to the site and away from public roadways. Surface parking lots should be avoided in favor of "tuck under" parking were feasible.
10. Proper tree variety and placement shall be designed to result in 50 percent parking lot shading within 15 years of installation. Primary entrance roads and driveways not used as back-up areas are exempt from this requirement.
11. Solar and shade covers are permissible in medium- and high density developments, but should not significantly reduce the number of trees otherwise required to provide 50 percent lot shading.
12. Surface parking lots visible from the public right-of-way shall incorporate landscape screening, trellising, low walls/fences at least 36 inches in height to continue a "green wall" and minimize interruption to the streetwall.
13. At least 6 feet of landscaping should separate surface parking from any adjacent sidewalk or public right-of-way.
14. Shaded sidewalks or other pedestrian walkways shall be clearly delineated by way of landscaping and enhanced paving or design and should connect parking areas directly to building entries.

Bicycle Parking

15. Bike racks and lockers shall be provided and located within 30 feet of multifamily and mixed-use building entrances, in a safe, well-lit area, and permanently anchored to a hard, dust free surface, preferably asphalt or concrete slab, and installed in a manner which allows adequate space for access to the bicycle and locking device, and avoid pedestrian conflict.

Bike parking facilities should be located in a visible and well-lit area and permanently anchored to a dust free surface.

Alley Access

16. Rear loaded garages with alley access is encouraged where feasible.
17. The use of pavers or stamped/colored concrete shall be provided within alleys to provide a durable and attractive passageway and help define a shared pedestrian experience.
18. Alleys shall include a minimum of 1-foot candle of lighting for safety and security. Address signs shall be illuminated.

3.5.13 Special Character Guidelines for High Density Residential Zones (HDR, HDR/CCO)

A. Site Design

Well Defined Streetwall

1. Building placement along Road B should provide clearly defined edges to the public realm and activate the street.
2. For parcels with frontage along Road B within the HDR/CCO Zone, 60 percent (60%) of the property shall be developed at the minimum setback line (development may be phased over time). Exceptions may be granted to allow for well-designed outdoor space that includes vertical and horizontal elements that simulate and maintain the appearance of a streetwall.
3. Within the HDR/CCO zone, a minimum of 60 percent (60%) of the Road B frontage ground floor uses shall consist of commercial/retail uses. This minimum requirement may be reduced or waived by the Community Development Director for an affordable housing project.
4. Buildings over three stories should stepback or provide a varied wall plane on street facing upper floors (above the third floor) to maintain a human scale streetwall.
5. The number of limited access (right-in/right-out) driveways shall be limited to one from Road B between CR 25A and Road C unless otherwise approved by the city, to minimize disruption to the pedestrian environment.
6. On-site parking is not permitted along the Road B frontage.
7. Landscaped and illuminated pedestrian connections shall be provided between the HDR zone and the North Campus Research and Technology Park.

B. Architecture and Massing

Gateway (Primary)

1. Buildings located at or the near the corner of CR 25A and Road B should be designed in a manner which provides a sense of arrival and should reflect the distinctive character of the Plan area as an agricultural and technological center for innovation.
2. Enhanced landscaping shall be provided along CR 25A between Road B and Road D with an emphasis at the intersection of CR 25A and Road B to accentuate this location as the primary Plan Area entryway.

Road B Frontage

3. Residential and/or mixed-use residential projects with frontage along Road B in the North or South Urban Village shall be designed in a manner so as to not "back-on" to Road B. Windows, entryways, patios and/or other design features shall be located along the Road B frontage to give the appearance of a primary building frontage.
4. Utility doors and other back-of-house items shall be avoided along Road B and CR 25A or shall be screened from public view by decorative trellising landscaping.

Ground Floor Articulation and Activity

The ground floor of mixed use buildings along Road B shall include retail and commercial uses to bring activity to the public realm.

5. The ground floor of all buildings, particularly those façades facing the public right-of-way, should support activity on the street and bring the life of the building into the public realm through the use of frequent and well defined building entryways, façade transparency at the street level, and through architectural detailing such as awnings, canopies, recesses, and enhanced materials and surface changes that provide an interesting and pleasant public experience.
6. Active uses should be located on the ground floor along the building frontage, visible to the public realm/public right-of-way and may include, but are not limited to retail storefronts, cafes/restaurants, community rooms and kitchens, employee support areas, recreational facilities, exhibition space, and lobbies.
7. Articulated wall planes at the ground floor along the public right-of-way or where substantially visible to the public should be offset by at least 2 to 4 feet and may be combined with color or material changes to provide substantial shadow lines and visual interest and allow for enhanced landscaping along the base of the building.

C. Driveways, Parking and Service Aisles

Driveway Location

1. Driveway placement should avoid disrupting the streetwall and pedestrian environment and should be shared, located behind or to the side of buildings whenever possible.

Parking

2. On-site parking shall be located behind buildings and away from CR 25A and Road B.

D. Commercial and Residential Compatibility

Mixed Use Projects

1. Where mixed-use projects include residential units in the HDR/CCO zone, special consideration should be given to the location of noise or odor generating or visually

unappealing equipment, including vents/fans, refrigeration units and trash enclosures.
2. Proper screening, odor reduction and sound attenuation shall be provided to reduce impacts and screen such equipment from residential units/view.
3. Commercial uses along Road B should locate at the ground floor and residential units locate above the ground floor to minimize noise impacts to the residential units and to maintain an active gateway area streetscape.
4. If residential units are located along Road B, a landscape buffer of at least 10 feet shall be provided from back of walk.

3.5.14 Special Character Guidelines for Low Density Residential (LDR-East Village) and Medium Density Residential (MDR) Zones

A. Neighborhood Design

Building Orientation and Setbacks

1. Alley-load and non-traditional subdivision layouts that create a more urban and active environment are encouraged within the East Village Low and Medium Density residential zones.
2. Deviations from setback requirements will be considered on a case-by-case basis to allow for innovative subdivision layout that meet these objectives based on a finding that adequate unit separation for light, air and ventilation and private open space is still maintained as determined by the Community Development Director. Where projects are located adjacent to existing residential development, setback standards shall be maintained except as provided for in Chapter 7, Section 7.4.1.2, Minor/Administrative Modification.

Non-traditional residential design may include alley load and cluster style development. Where appropriate, deviation from traditional setback standards will be considered to support such development.

Adjacency to Harry Lorenzo Greenbelt

3. Residential units within the East Village are encouraged to front onto the Harry Lorenzo greenbelt or are designed in such a manner as to actively engage with the trail system through open style fencing, patio orientation or through the incorporation of accessory dwelling units that front on to the trail.
4. Residential units shall not back on to a greenbelt trail or pedestrian path/paseo and garages/driveways shall not be located adjacent to (or front on to) greenbelt trails/pedestrian paths.
5. Subdivisions between Parkland Avenue and CR 25A within the East Village shall incorporate pedestrian connections via paseos or local roads from the Harry Lorenzo

greenbelt to the Village Center District at least every 300 feet.

Adjacency to Marston Road and Parkland Avenue

6. Low density, detached single-family units are discouraged from fronting on to Marston Road or Parkland Avenue.
7. Rowhouse/townhouse style residential design is encouraged in the Medium Density Residential zone where adjacent to Marston Road. (See Chapter 6, Section 6.5.3, RDZ Density Requirements)
8. Units are encouraged to front Marston Road creating an active, urban streetscape, but may include a secondary alley load entrance away from Marston.
9. No driveways or on-site vehicle parking is permitted along the Marston Road frontage.
10. Walk up stoops or other elements providing a vertical separation between residential units and Marston Road is encouraged.
11. The number of access driveways between Road B and the Harry Lorenzo greenbelt should be limited to avoid disrupting the pedestrian environment.

3.5.15 Special Character Guidelines for Low Density Residential (LDR-North Village) Zone

A. Neighborhood Design

Innovative circulation/infrastructure solutions

1. Innovative neighborhood design concepts are encouraged throughout the Specific Plan's residential districts. In particular, innovative and non-traditional pedestrian paths, landscaping and natural storm drain/water filtration systems that create a distinct, more rural neighborhood character should be considered in the North Village.
2. Curving (non-grid) streets are permitted in the North Village as a means of creating an organic neighborhood design. However, pedestrian connectivity should still be provided throughout the neighborhood and to the Harry Lorenzo greenbelt and to Parkland Avenue.

Adjacency to Hwy 113

3. Residential units that back up to Hwy 113 shall maintain a minimum 30 foot setback from the soundwall/Hwy 113.
4. Single story homes are encouraged where adjacent to Hwy 113.

Adjacency to Harry Lorenzo Greenbelt

5. It is encouraged that residential units within the North Village front onto the Harry Lorenzo greenbelt or are designed in such a manner as to actively engage with the trail system through open style fencing, patio orientation or through the incorporation of accessory dwelling units that front on to the trail.
6. Residential units shall not back on to a greenbelt trail or pedestrian path/paseo and garages/driveways shall not be located adjacent to (or front on to) greenbelt trails/pedestrian paths.

Accessory Dwelling Units are encouraged along the Harry Lorenzo Ave greenbelt to actively engage the trail system.

Adjacency to Parkland Avenue

7. Low density, detached single-family units are discouraged from fronting on to Parkland Avenue.

B. Architecture

Design

Architectural styles within the North Village should help create a distinct neighborhood identity and should generally consist of Urban/Modern Farmhouse, Contemporary Cottage or French Country building forms and elevations.

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4.0 | Mobility and Circulation

4.1 | OVERVIEW

The mobility and circulation framework for the Plan Area is a modified grid, complete street system that accommodates all modes of travel in a walkable, urban environment. A seamless network of dedicated bike/pedestrian facilities promotes convenient access between commercial centers, residential neighborhoods, and open spaces, and allows employees, residents and patrons to choose from a range of transportation options. The shared mobility hub creates a central point of connection, integrating a range of transportation choices to accommodate emerging technologies. A hierarchy of street types ensures proper performance for vehicle and alternative modes while encouraging shared mobility options. Streetscape design standards establish the Plan Area as a distinctive place, creating an attractive and engaging public realm.

A seamless network of dedicated bike/pedestrian facilities promotes convenient access between commercial centers, residential neighborhoods, and open spaces, and allows employees, residents and patrons to choose from a range of transportation options.

This chapter describes the transportation modes, circulation networks and standards for Plan Area roadways, public transit, bicycle and pedestrian facilities. Roadways have been designed to balance the circulation and flow of vehicular traffic with the provision of safe and accessible facilities for walking, biking and public transit. A modified grid street network provides circulation and access within the Plan Area, to Spring Lake and adjacent areas of the city and distributes Plan Area traffic to support a walkable and bike friendly community. Plan Area roadways provide circulation and connectivity and incorporate landscape elements which provide aesthetics, shade and stormwater management. Specific guidance for bike paths, sidewalk improvements, medians and parkways, landscaping and other streetscape elements are defined in this chapter.

4.2 | NEXT GENERATION MOBILITY

The digital revolution is opening up new technologies and transforming the way goods are purchased and delivered and how people chose to get from place to place. For the past 75 years, the design of communities has been driven primarily from the perspective of the automobile user. The emergence of the shared economy and advent of autonomous vehicles are disrupting the traditional way of thinking about personalized transportation. How cities adapt to and plan for future transportation innovations is a topic of much discussion.

The Plan Area is designed to accommodate current systems while anticipating emerging technologies that will offer an increasing range of transportation options for both personal and commercial use. The Village Center will serve as a social and functional hub of the Plan Area where all modes intentionally intersect at a "shared mobility hub". Supported by the compact and mixed-use nature of the plan, active transportation modes are prioritized throughout the project to promote biking and walking as a preferred mode of choice. Streets and path facilities are designed to provide efficient movement while creating a stronger sense of place, rather than compromising the human experience. Facilities and programs will be implemented to support a shift away from individual vehicle use and toward active and shared mobility options in order to achieve the General Plan goal of 10% reduction in vehicle miles traveled (VMT).

The Plan Area road network is designed to accommodate alternative modes of transportation and as well as future technologies.

This section summarizes the planned facilities, systems and programs that are contemplated in the Plan Area and will be the focus of the transportation demand management (TDM) program, described in Section 4.2.7. Funding sources and mechanisms for the mobility amenities, programs and services described in the following sections are addressed in the Finance Plan and Development Agreement.

4.2.1 Active Transportation

Supported by a fine grain network of pedestrian / bicycle facilities, the WRTP promotes active and more individualized forms of transportation such as biking, boarding, scootering, and walking. The Plan Area mix of residential, employment, services, recreational uses proximate to each other and

transit services make it convenient to choose alternative transportation choices throughout the day. Active transportation facilities or amenities at the beginning and end of the trip destination are incorporated throughout the Plan Area to further encourage active transportation as a primary means of getting around.

4.2.2 Shared Mobility Hub

Located at the Village Center, a shared mobility hub, *The Union*, will at project build out, serve as the nucleus of the alternative transportation system providing integrated access to intra-city as well as inter-city transit service. The Plan Area's seamless network of roads, bike paths, and sidewalks combined with a variety of transportation services will offer multiple choices to support "last mile" connectivity. The Union, in conjunction with the broader Village Center, will be designed to accommodate a range of potential alternative transportation choices such as:

The Plan Area road network is designed to accommodate alternative modes of transportation and as well as future technologies.

1. Fixed route bus and micro-transit
2. Car/vanpool/parking
3. Designated car share spaces
4. Electric vehicle charging stations
5. Ride hailing services
6. Bike/scooter share docking stations

The Union will include design features such as architecturally enhanced covered waiting areas, including distinctive seating areas/benches; scooter/bike share facilities and designated parking areas; covered and uncovered bike parking and where feasible, long term/rentable storage lockers; bike repair station; hydration station/water fountain; wayfinding kiosk; ticketing kiosk as appropriate; enhanced landscaping, shade trees, and landscape features (i.e. rock, decorative fencing, public art) and textured/stamped concrete walkways; and overhead pedestrian scale lighting and bollard lights where appropriate. Services and amenities at the Village Center such as designated car-share/vanpool spaces and EV charging in the parking areas, cafés, a market and co-working spaces will create opportunities to further reduce vehicle miles traveled and GHG emissions, and enhance The Union as a place of connection.

Development of The Union will occur in phases to correspond with service demand generated as the Plan Area builds out. Meanwhile, an increasing number of UC Davis faculty, staff, and students at UC

Davis are choosing to live in Woodland. Campus planners are seeking new ways to promote transit and carpool options for campus-bound commuters and have engaged with the City to explore effective alternatives to single-occupant driving. The Plan Area's strategic location along Highway 113 at the southern-most side of the community, creates a unique opportunity to establish a convenient point of connection for van/carpool and transit services.

Early phases of the Plan Area's shared mobility hub will include park and ride facilities to promote carpooling. An illustrative layout and concept site plan of the shared mobility hub are provided below. As demand grows with the employment and housing development, the full set of transit and shared mobility services will be added at The Union.

Elevated Perspective of the mobility hub "The Union," and Village Center – Artist Rendering

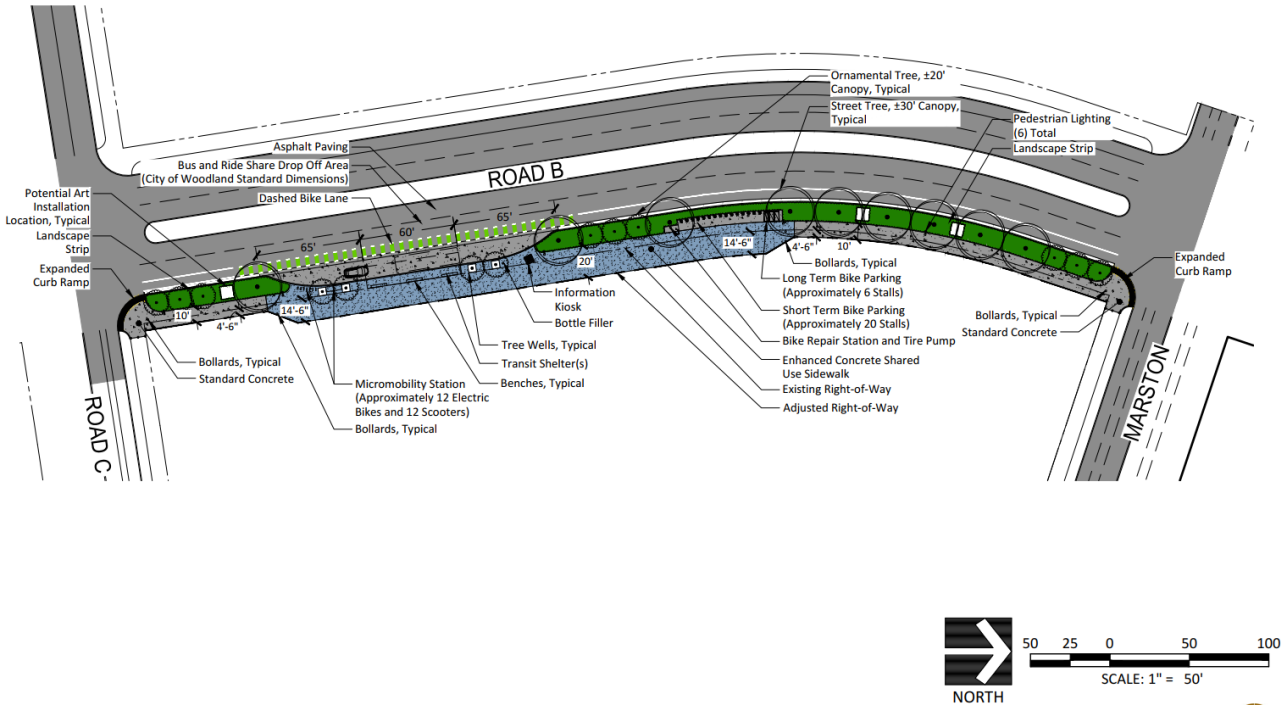


EXHIBIT 4-1: CONCEPT SITE PLAN OF THE MOBILITY HUB "THE UNION."

4.2.3 Fixed Route Transit Service

Development of The Union will be planned and coordinated with local and regional transit service providers including YCTD and UC Davis Transportation and Parking Services/Unitrans. The shared mobility hub will be the primary point of connection for any fixed route bus service with YCTD's YoloBus service. Additionally, a new shuttle/vanpool connection providing frequent connection to and from UC Davis and the Davis Amtrak Depot is planned. This service will link into regional transit services connecting into high employment areas such as downtown Sacramento/UC Davis Med Center and the Bay Area. This service will be evaluated as part of the TDM program.

4.2.4 Micro-Transit Service

On-demand shuttle services are supplementing, and in some cases replacing, intra-city fixed route transit service in communities across the country. Woodland and YCTD will be piloting a micro-transit service in 2023 which will inform the future application and expansion of this transportation amenity in the community. The Plan Area is planned and designed to anticipate this service which will not only offer an additional option for "last mile" connection to the shared mobility hub but also provide residents and employees with the flexibility to choose alternative transportation options for primary commute trips and utilize on-demand services for ancillary trips throughout the day.

4.2.5 Vanpool/Ride Share

To supplement transit services, particularly in the earlier phases of the Plan Area build out when ridership numbers have not reached critical service demand levels, park and ride lots will be utilized to support vanpools and ride sharing. Additionally, dedicated parking spaces for car/vanpool and ridesharing will be required for large employment uses. Supplemental funding may be needed initially to subsidize these services and build ridership demand. Funding from UC Davis and the Plan Area's transportation demand management (TDM) program could be key sources of funding to support these services.

4.2.6 Vehicular Travel

The Plan Area accommodates automobiles yet, is intentionally designed to reduce their use through a combination of a modified grid street network and alternative transportation services/amenities that promote alternate mode choices. To further reduce impacts of automobile use, the plan integrates infrastructure and development standards that support zero emission vehicles and car share programs that will reduce reliance on individual vehicle ownership. The following examples of current, and/or future, innovative transportation solutions will be deployed to help reduce vehicular use and GHG emissions.

To reduce impacts of automobile use, the plan integrates infrastructure and development standards that support zero emission vehicles and car share programs that will reduce reliance on individual vehicle ownership.

1. Electric Vehicles. Every parking lot and garage within the Plan Area will be EV ready for the addition of charging facilities. Dedicated EV parking stalls will be placed near primary entrances, key points of destination, and at park and ride/transit stops.
2. Car Sharing Services. On and off-street parking spaces in key locations will be dedicated to car sharing, or similar services, in cooperation with existing and future successful private car sharing vendors such as ZipCar, GIG Car and City CarShare.
3. Ride Hailing Services – Designated curbside zones for ride hailing (i.e. Uber/Lyft) will be strategically located at the Union and other locations within the Plan Area.
4. Smart Parking – Use of intelligent parking management technologies, such as Woodland-based JAPA, may be employed in high demand parking areas to monitor utilization, inform drivers of available parking spaces, and offer adaptive time limit and permitting options.

4.2.7 Transportation Demand Management

Reduction of personal vehicle use and an overall vehicle miles reduction travelled by 10% will be achieved through a variety of project features and services such as the ones described in this Chapter. A Transportation Demand Management (TDM) program for the project will be adopted prior to the first tentative map to guide the build out of the Plan Area and the phased implementation of enhanced mobility facilities and programs.

4.3 | MOBILITY AND CIRCULATION NETWORK OVERVIEW

Proposed land uses, densities and the individual district character described in Chapters 2 and 3 have a close connection to streetscape design standards described in this chapter. Together, land use patterns and streetscape contribute to a sense of place by ensuring that local streets are not over- or under-designed to accommodate both local and through traffic, and parking demand generated by development. Further, streetscape design, including greenbelts and pedestrian paseos, help create a cohesive community identity, enhanced with landscaping, street furniture and lighting, entryways and public art.

The street and path networks for the Plan Area have been carefully designed to support the distribution and function of various uses within the land use districts while also serving as a primary place making feature. Each district is associated with unique types of travel demand which is served by a highly connected hierarchy of streets and pedestrian / bicycle paths. The envisioned circulation networks and street hierarchy is shown on Exhibit 4-3, followed by the street cross section designs. As the Plan Area develops, specific street sections may require modifications in response to unique or unforeseen circumstances. Modifications to the street sections included in Section 4.5 shall be subject to review and approval by the Community Development Director in consultation with the City Traffic Engineer. Providing all modes of mobility equal consideration while emphasizing active and alternative transportation options is a primary goal of the Specific Plan and the 2035 General Plan. Figure 14-16: Table 3-2 from the 2035 General Plan, summarizes the mode priority.

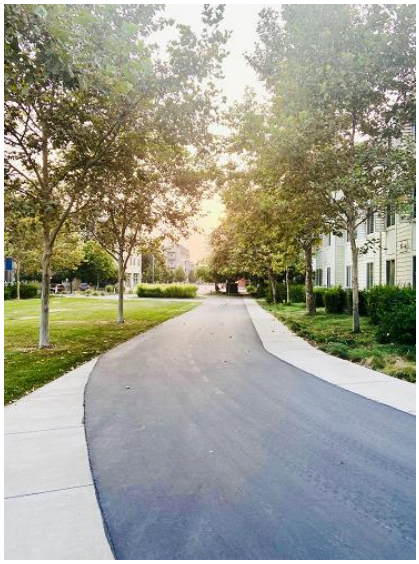
The overall Mobility and Circulation Network and streetscape program consists of the Active Transportation Network and the Roadway Network. The Active Transportation Network includes descriptions of the facilities such as multi use trails, paths, on street bike lanes, shared use marking and pedestrian promenades and sidewalks. The Roadway Networks describes the street hierarchy of Principal Arterial Streets, Minor Arterial Streets, Collector Streets, Local Streets, Alleys as well as Roundabouts / Enhanced Intersections and Streetscape Design Features.

4.4 ACTIVE TRANSPORTATION NETWORK

Dedicated on- and off-street bike facilities will allow both transportation and recreational benefits for Plan Area residents and employees.

The Plan Area's active transportation network is comprised of dedicated on-street and off-street facilities that provide both transportation and recreational benefits, as depicted in Exhibit 4-2, Active Transportation Network. The Plan Area's interconnected system of sidewalks, bike lanes and multi-use trails/paths are intentionally designed to link seamlessly throughout the Plan Area and to the shared mobility hub promoting more active and healthier transportation choices. Enhanced crossing features and roundabouts will be used where the active transportation network intersects with the primary roadway network.

The backbone of the network is the 4.9 miles of Class 1 facilities distributed throughout the Plan Area, creating a system of greenbelt trails and more formal multi-use paths. A primary feature of the network is the north-south greenbelt spine that serves as a key connector of existing and planned trail networks. Abandoned portions of Harry Lorenzo Avenue will be converted to greenbelt and integrated into a linear greenway connecting existing trails that extend east-west along CR 25A, Marston Ave, Parkland Avenue, and Farmer's Central Road.



The planned bike and pedestrian overcrossing at the north boundary of the Plan Area will offer safe and convenient access across HWY 113 and connection to the west side of the community via the Woodland Parkway. The future Parkland Avenue overcrossing will provide an additional Class 1 path creating connection between future development of the Specific Plan 1 Area on the west side of HWY 113. The Plan Area is also a key point of connection to the future Woodland-Davis Bikeway / Alternative Transportation Corridor that is envisioned to provide an off-street path between the two cities.

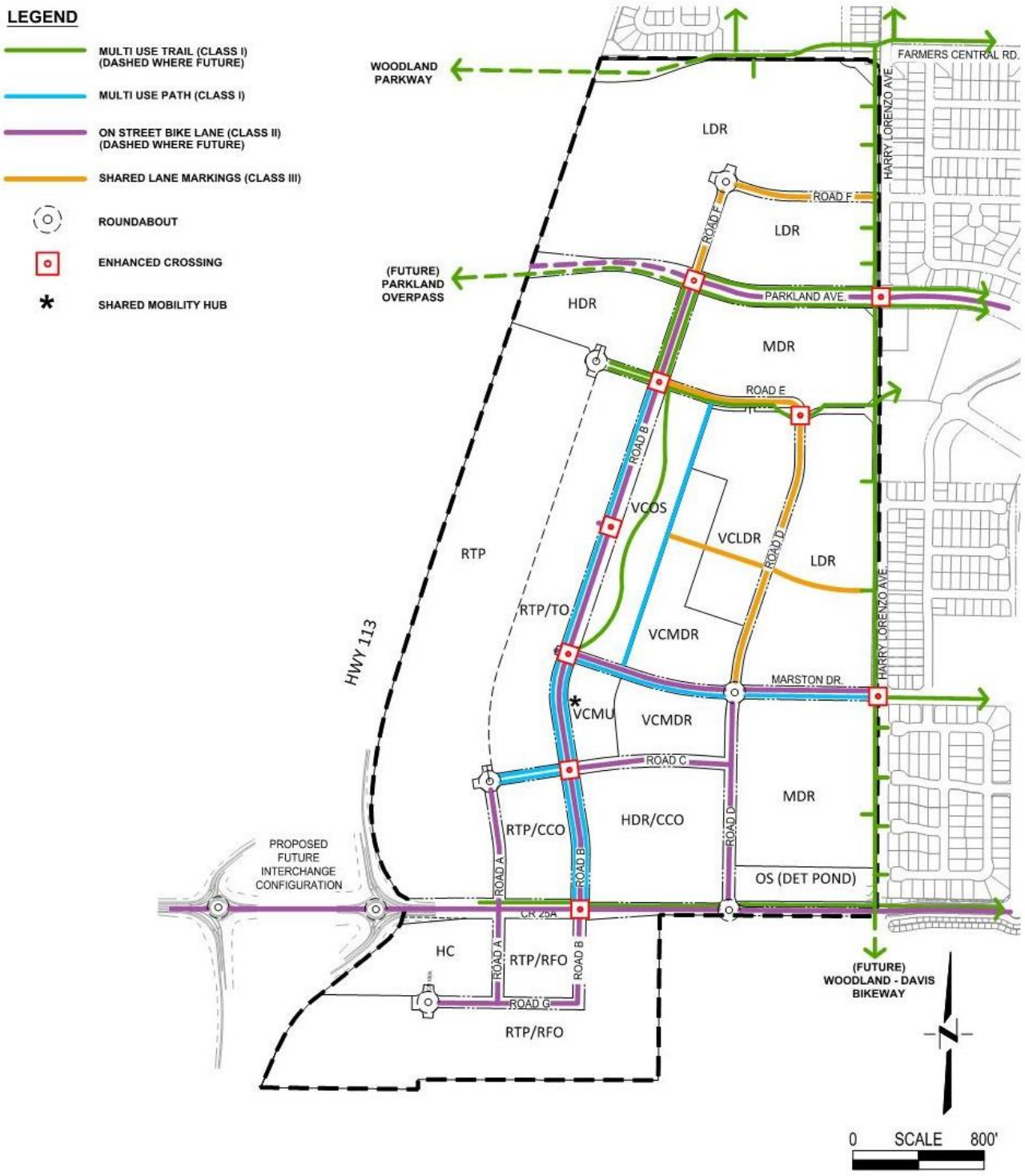


EXHIBIT 4-2: ACTIVE TRANSPORTATION NETWORK

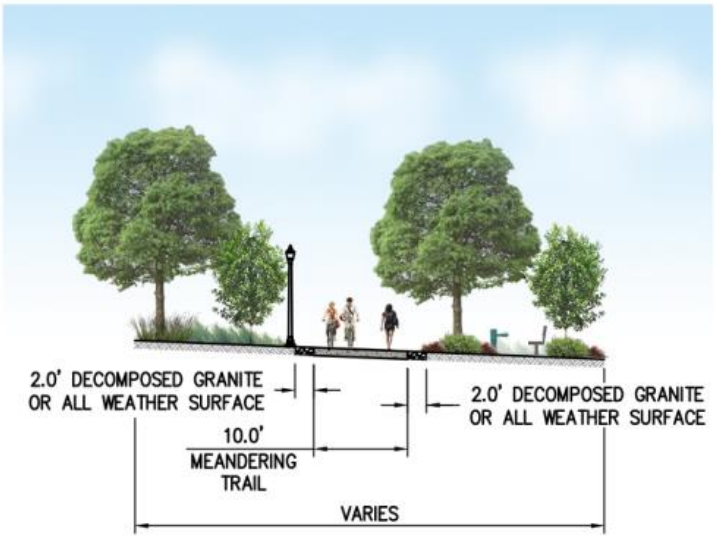
4.4.1 Active Transportation Facility Design

The design of the Plan Area's active transportation facilities have been carefully considered to relate to the street and land use context, reinforcing biking, walking, and other alternative transportation choices as an integral feature of the Plan. The following design standards and section details describe the characteristics of the network's hierarchy of trails, paths, lanes and shared lane markings.

The Plan Area's active transportation network includes 3.1 miles of multi-use trails and greenbelts, allowing residents and employees the ability to travel throughout the plan area comfortably on a bike, walking, or by way of other non-vehicular modes of transportation.

1. MULTI-USE TRAILS

The Plan Area's greenbelt and linear greenway network consists of 3.1 miles of class 1 Multi-Use Trails. These facilities are more informal in nature with a 10-foot wide shared use path that gently meanders through landscaped open spaces. The overall width of the greenbelts and greenways shall vary to reinforce the more informal nature of these spaces. The larger greenbelts are at least 50-feet in width and shall be no less than 24-feet at neighborhood connectors or where located along the street right-of-way. The Multi-Use trails include a 2-foot gravel shoulder or low landscape edge with bi-level motion sensing LED path lighting. Trails will be well shaded with trees and have amenities such as exercise stations, benches, drinking fountains and occasional open turf areas to encourage passive and active recreational use.

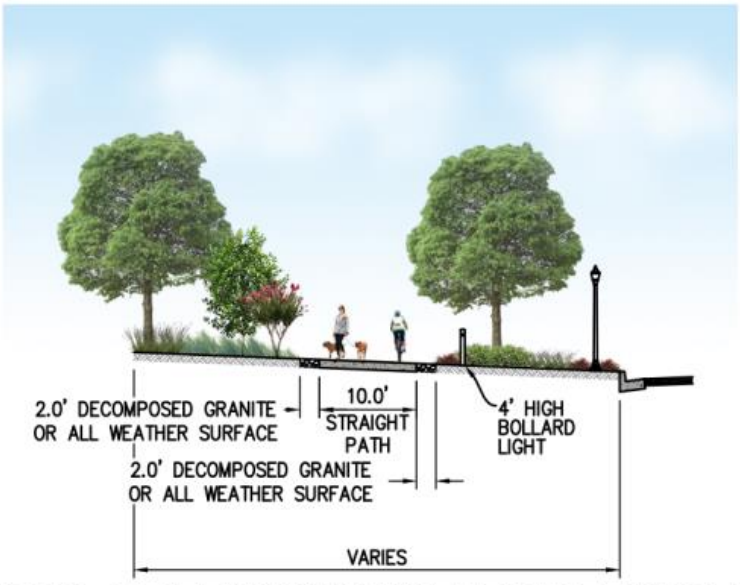


TYPICAL GREENWAY WITH MULTI-USE TRAIL

2. MULTI-USE PATHS

A more formal and linear network of multi-use paths through the Plan Area's active urban areas anticipate higher utilization by bikes, scooters and pedestrians.

The Plan Area's greenbelt and linear greenway network transitions to a more formal path facility within the more active urban areas of the plan. The 1.8 miles of Multi-Use Paths are a linear 10-foot wide shared use path that anticipates a higher utilization by all modes including bikes, scooters, pedestrians, and other forms of active transportation. A 2-foot clear recovery zone shall be maintained on both sides of the path. Where adjacent to private use, the recovery zone may be incorporated within the front setback and may consist of a clear pedestrian zone, free of street furniture or other fixtures, or low landscaping. Lighting will be integrated with the street lighting system and supplemented with pathway or bollard lighting where needed. Bike parking, scooter docs, and transit shelters will be strategically located along the Paths to support utilization of alternative transportation modes.



TYPICAL GREENWAY WITH MULTI-USE PATH

3. THE PROMENADE

The 20-foot wide, tree-lined Multi-Use Path that runs along the east edge of The Yard is called The Promenade. This Path will serve as a connection for bikes and pedestrians between Road E and Marston Drive and as a drivable path for emergency vehicles if needed. Medium and low density residential units in the Village Center will have front entries facing across The Promenade into The Yard to help create an active and more urban open space. The Promenade will have textured concrete pavement, lower level pathway or bollard lighting, and more frequent placement of benches.

4. BIKE LANES

The Active Transportation Network contains 3.5 miles of class II on-street bike lanes. The minimum width of the lanes is 6-feet for designated bike lanes on collector streets. On arterial streets such as Road B, Parkland, and CR 25A where traffic speeds and volumes are higher, bike lanes are 8-feet wide and have a 2-foot buffer on the vehicle lane side. Green lane markings will be used along CR 25A and Road B to further identify the on-street bike facilities.

5. SHARED LANE MARKINGS

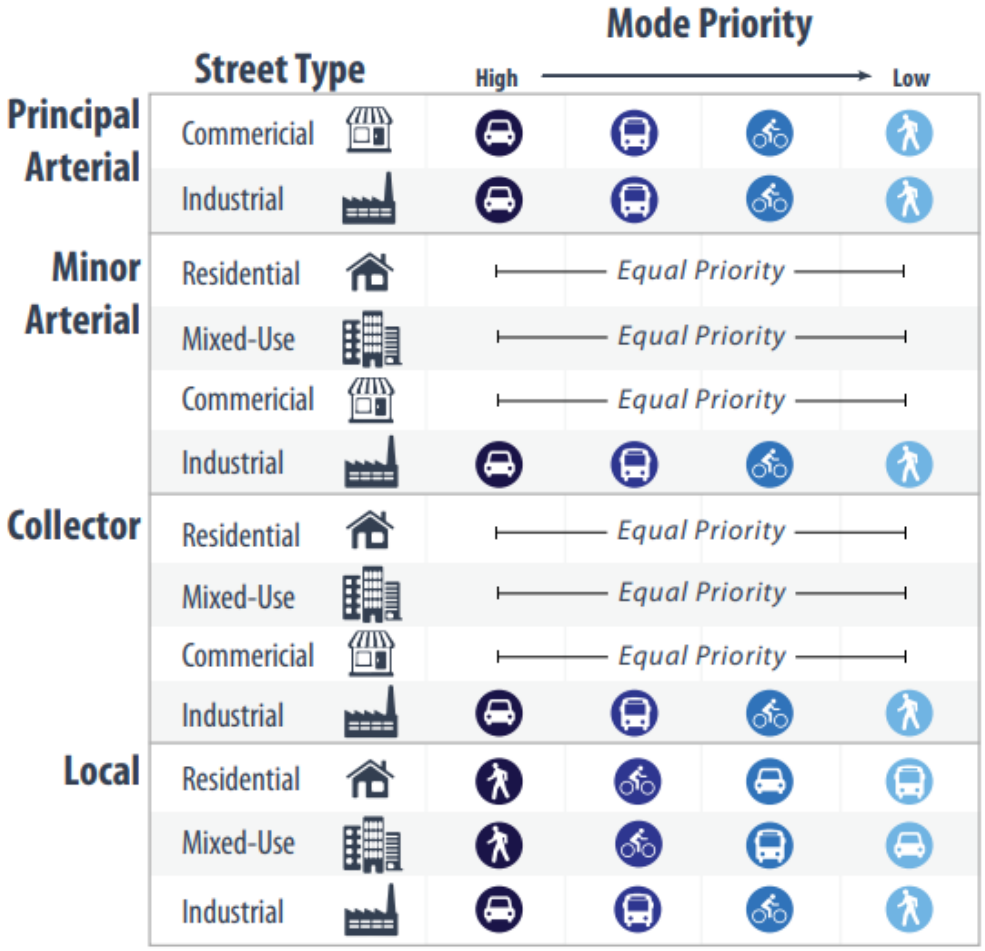
Shared lane markings such as sharrows will be used to accentuate the shared nature of these streets. On collector and local streets within the lower density residential neighborhoods that serve as key bike corridors, shared lane markings consistent with the best practices and standards articulated within the MUTCD will be used.

Class II and III bike facilities will be delineated by street markings using best practices from MUTCD.

4.5 ROADWAY NETWORK AND STREET HIERARCHY

The Plan Area's roadway network is a hierarchy of Principal Arterial, Minor Arterial, Collector, and Local Streets that provide seamless connection into and out of the Plan Area. Roadways are planned to accommodate the specific travel modes prioritized relative to the land uses they serve. Each roadway is also uniquely designed to reinforce the character of each District and support the creation of a distinctive sense of place. The primary roadway network is shown in Exhibit 4-3.

Street Typology | Street typologies expand upon the functional classification and take into account street context, land use context, and travel mode prioritization. This typology ensures that the application of street standards consider a street's relation to surrounding land uses, appropriate travel speeds, and the need to accommodate multiple travel modes and user abilities.



Equal Priority: Recognize the importance of all transportation modes.

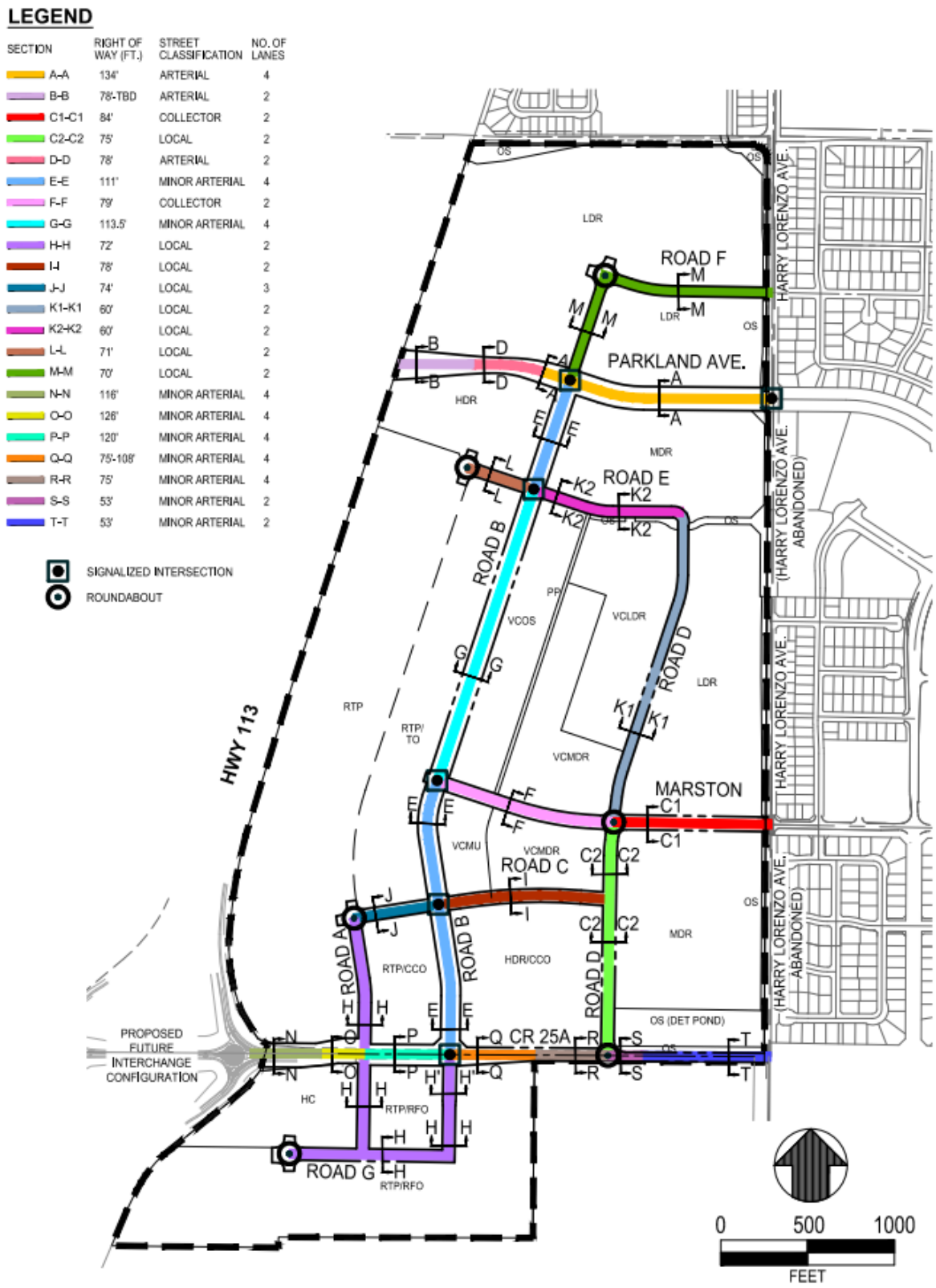


EXHIBIT 4-3: ROAD CIRCULATION DIAGRAM

4.5.1 Principal Arterial Streets

A Principal Arterial Street provides mobility for higher vehicular traffic volumes while maintaining a comfortable bike and pedestrian experience.

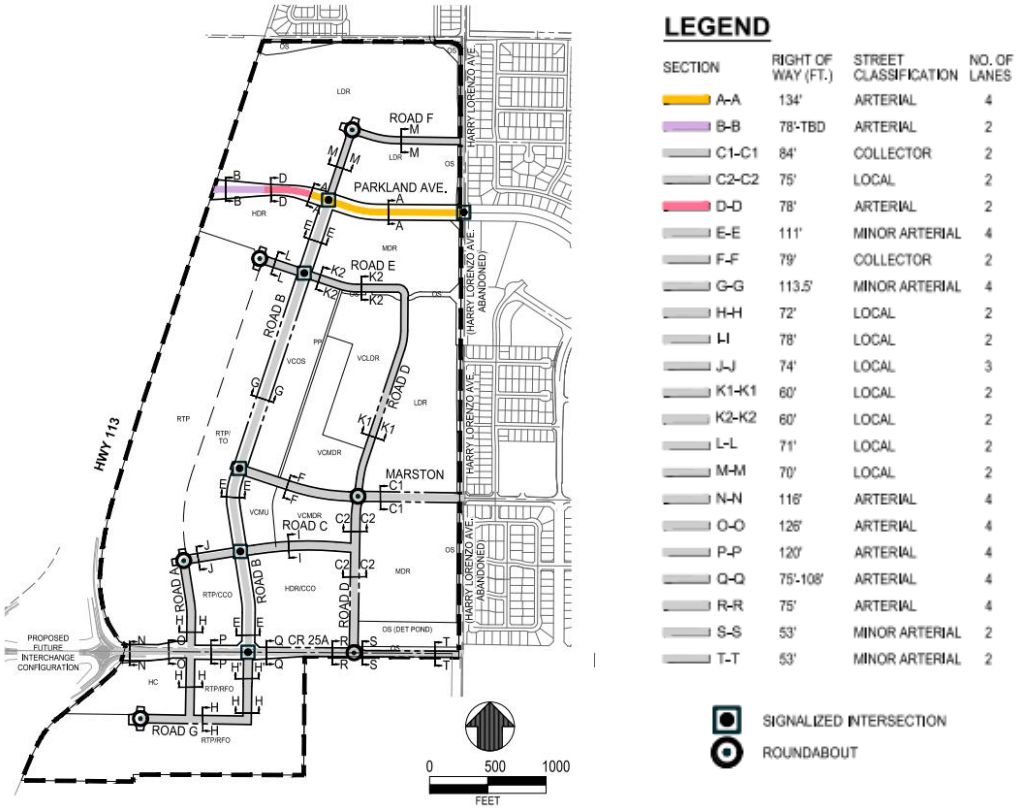


EXHIBIT 4-4: PRINCIPAL ARTERIAL STREETS KEY MAP

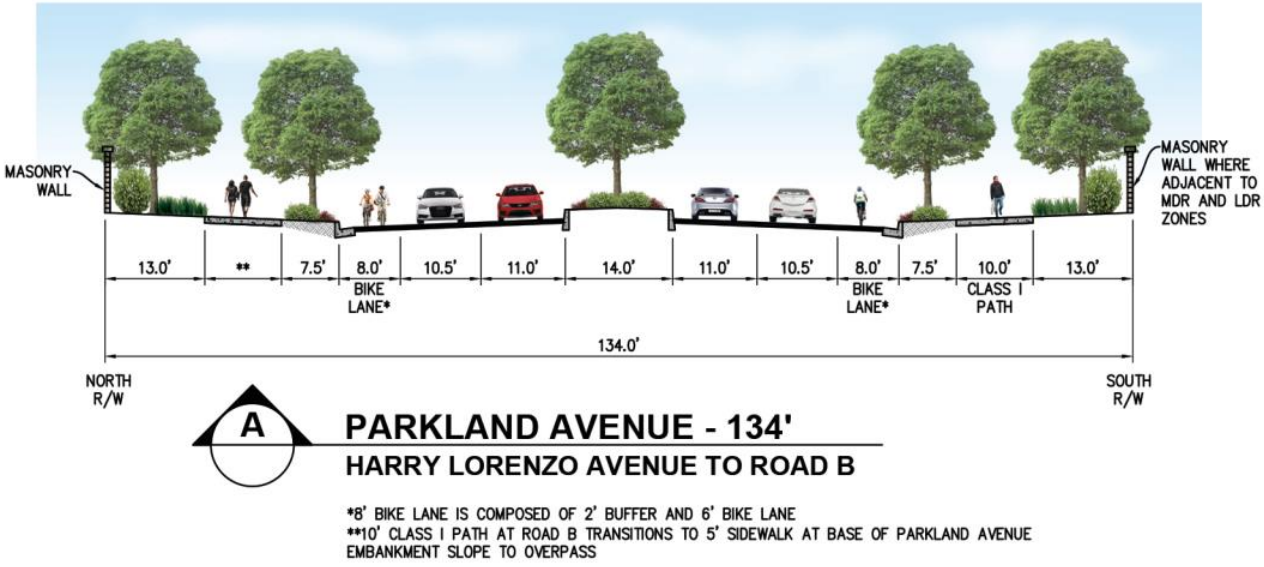
1. PARKLAND AVENUE

Parkland Avenue, depicted on the key map above, is the only principal arterial street within the Plan Area. This street segment is the primary connector into and out of the Plan Area from the north, intersects with Pioneer Avenue and Heritage Parkway at the Spring Lake Village Center, the hub of the arterial network in the Southeast Area.

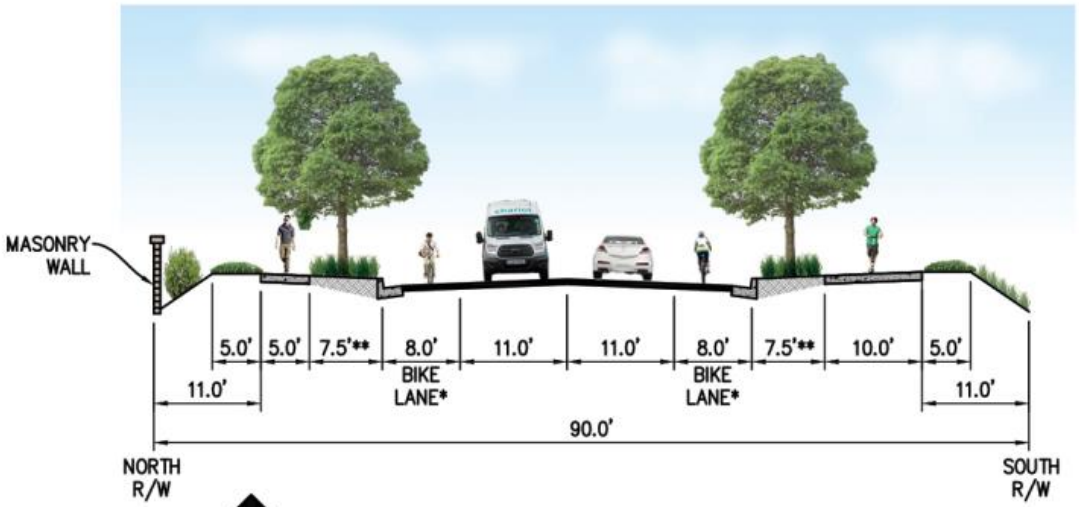
The roadway network will extend Parkland Avenue from Harry Lorenzo Avenue (HLA) to Road B where it will ultimately extend west over Highway 113 (HWY 113). It is anticipated that the segment from Road B to East Street, including the Hwy 113 overpass, will be completed with the build out of General Plan Specific Plan Area 1B, and the necessary right-of-way within the Plan Area will be dedicated as part of the Project infrastructure requirements. Parkland Avenue will continue west from HLA as a 4-lane Principal Arterial with a landscape median, buffered on-street bike lanes, Class 1 bike/pedestrian paths and landscape strips on either side of the paths as illustrated in Section A-A.

Parkland Avenue will serve a primary connector between the existing Spring Lake neighborhood to the east and the Plan Area.

The Parkland Avenue extension will continue with on-street and Class I bike facilities between Harry Lorenzo and the future pedestrian overcrossing.



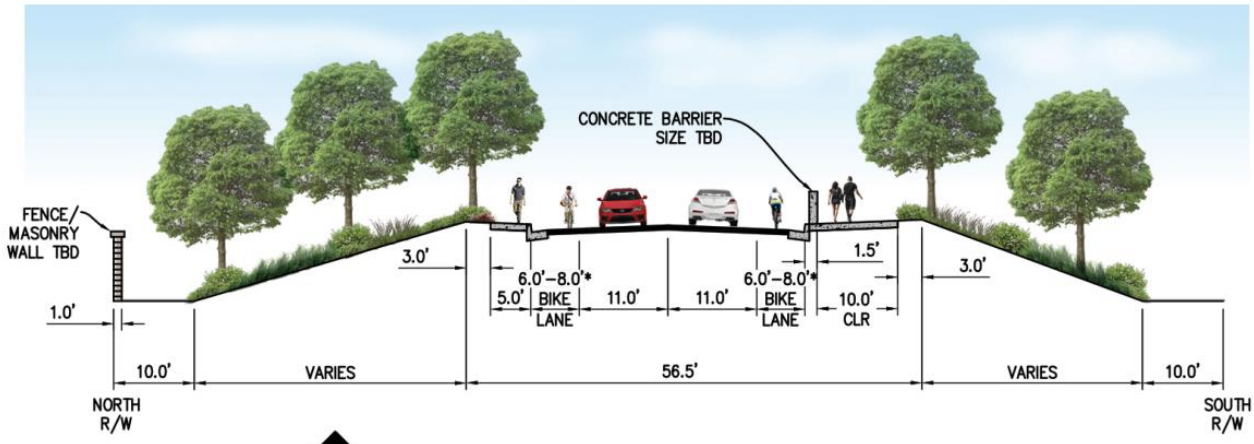
From Road B to HWY 113, Parkland will transition to an overpass, narrowing to two lanes with on-street bike lanes, planting strips and a 10-foot multi-use Class 1 bike/pedestrian path on the south side of the street. This transition is illustrated from east to west via Street Sections D-D and B-B. The western extent of Parkland Avenue and adjacent right-of-way, is designed in anticipation of future extension across HWY 113 to East Street.



D PARKLAND AVENUE - 90'
SECTION A-A TO SECTION B-B

*8' BIKE LANE IS COMPOSED OF 2' BUFFER AND 6' BIKE LANE
**PARKWAY STRIP @ OVERPASS TOE OF ABUTMENT SLOPE

The intersection of HLA and Parkland Avenue will be improved with signalized controls and enhanced bike and pedestrian facilities to provide greater safety and comfort to users of the adjacent north-south greenbelt. The signalized intersection at Road B and Parkland Avenue will be similarly improved with features to enhance safety and comfort for bicycles and pedestrians.



B PARKLAND AVENUE - VARIES
SECTION D-D TO HWY 113

*NARROWS TO 6' BIKE LANES ON BRIDGE

4.5.2 Minor Arterial Streets

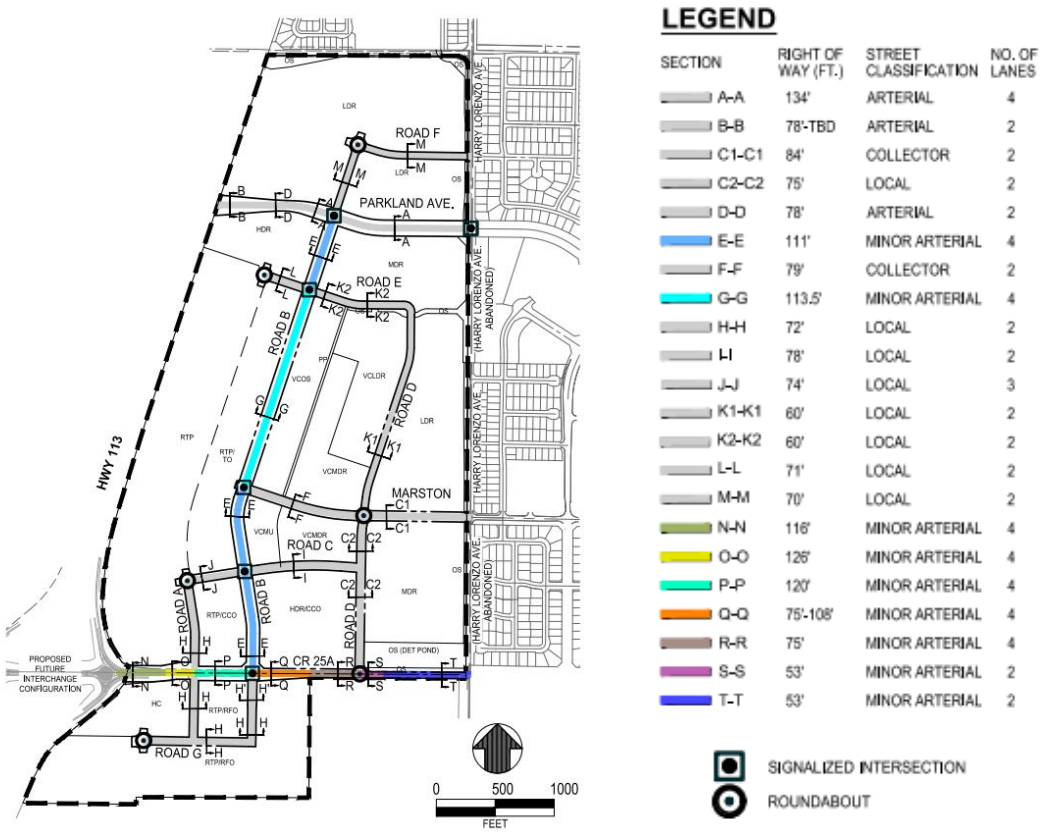


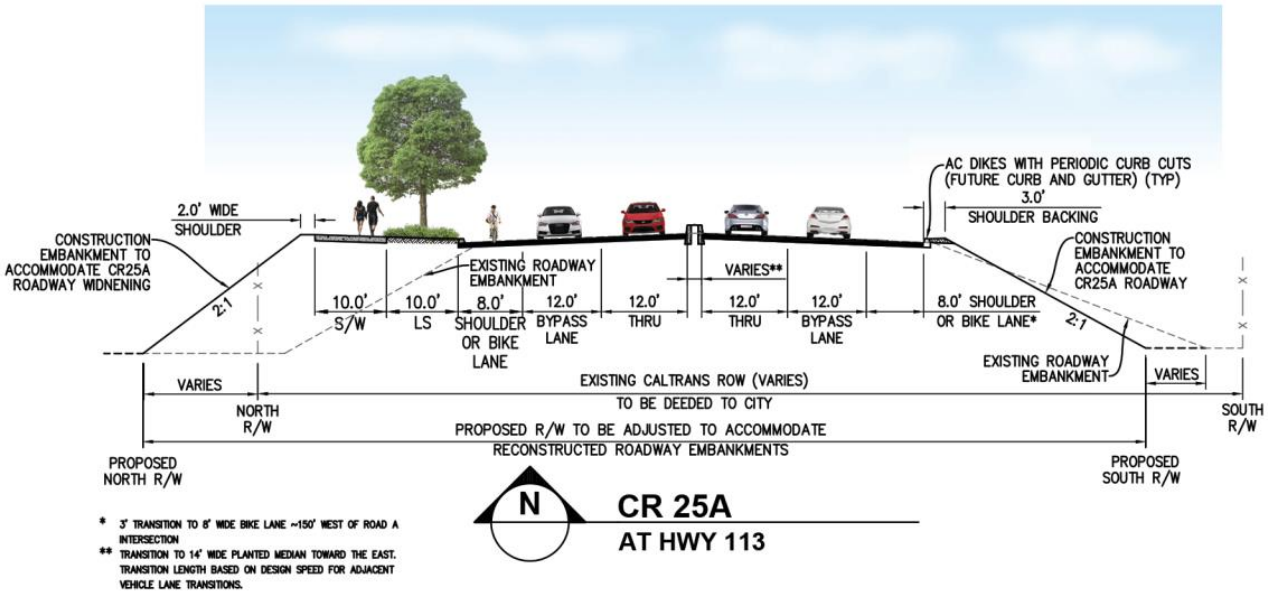
EXHIBIT 4-5: MINOR ARTERIAL STREETS KEY MAP

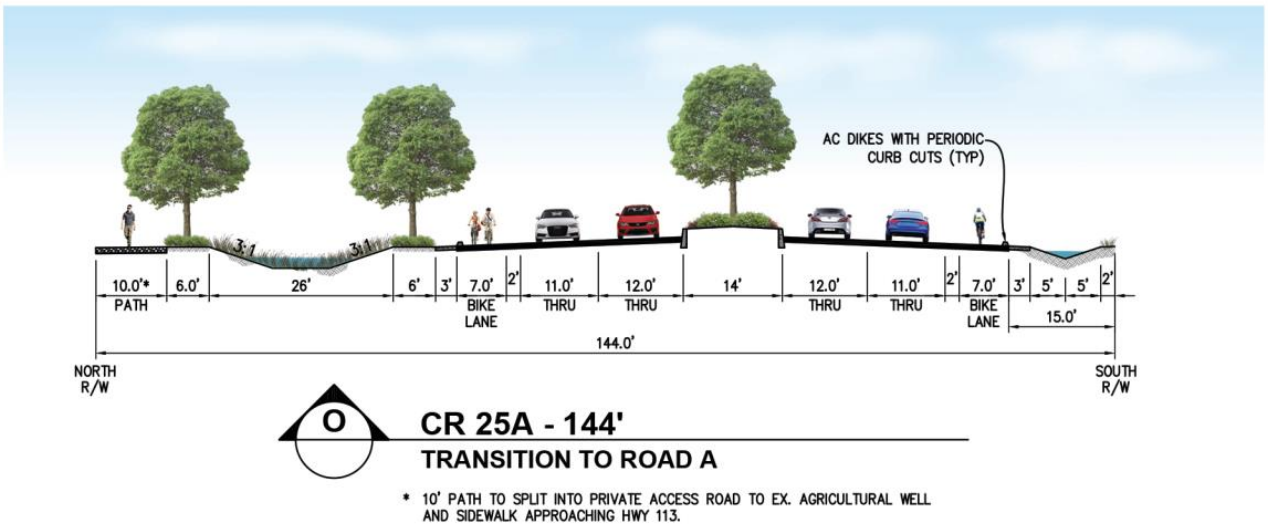
Minor Arterial Streets CR 25A and Road B, as depicted on key map below, provide mobility for higher traffic volumes than local roads, but lower traffic volumes and speeds than Principal Arterial roads. These roadways will serve as critical components of the Alternative Transportation Network, serving as key entryways and placemaking streets as well as the primary transit connections. Access from parcels onto these roadways is limited to reduce points of conflict, smooth the flow of traffic, and enhance urban design.

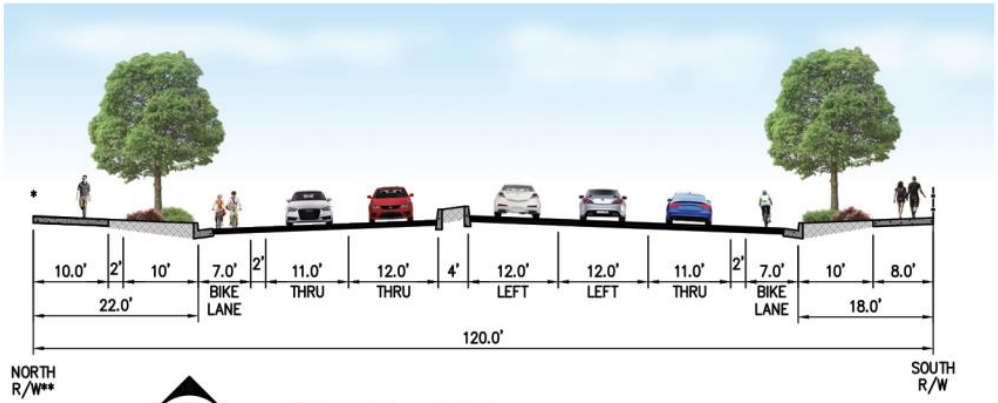
1. COUNTY ROAD 25A

County Road 25A (CR25A) serves a prominent role as the primary entryway into the Research and Technology Park as well as the southernmost gateway to Woodland. As depicted on Exhibit 4-3, Circulation Diagram, roundabouts are proposed on both the east and west sides of the HWY 113 / CR25A interchange to smooth the flow of traffic and create a more distinctive visual entry experience. A Class 1 Multi-Use Trail will be built on the north side of the roadway extending the existing trail in Spring Lake to the embankment approach to the HWY 113 overpass.

The transition from the interchange to CR25A itself will consist of four lanes of traffic with a 16′ wide median as illustrated by Section N-N. Right-of-way for this transition segment is designed to add future pedestrian walkways buffered from the roadway via a tree-lined landscape strip. Between this transition and Road B, CR25A will have four lanes of traffic, turn pockets, buffered on-street bike lanes and a 16′ center median island, illustrated by Sections O-O, P-P, and Q-Q. The signalized intersection of Road B and CR 25A is the main entryway into the Plan Area and will included enhanced pavement and monument features to accentuate its role as a prominent entryway.



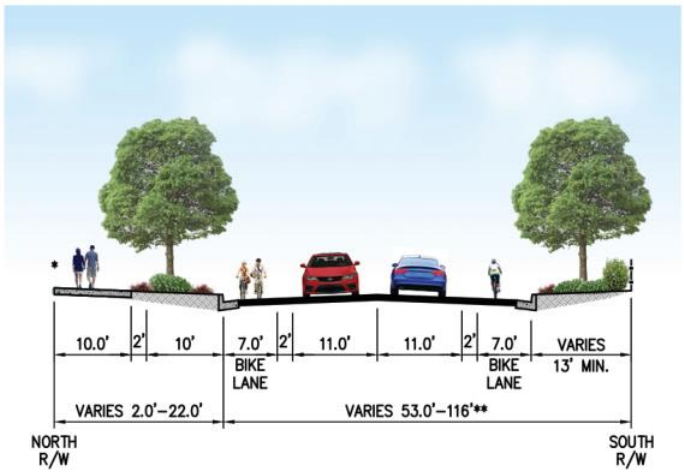




P CR 25A - 120'

ROAD A TO ROAD B

*2' CLEAR RECOVERY ZONE WILL BE REQUIRED WITHIN THE PRIVATE LANDSCAPING NORTH OF PATH
**NO DIRECT ACCESS TO CR 25A FROM ABUTTING PROPERTY TO THE NORTH OR SOUTH

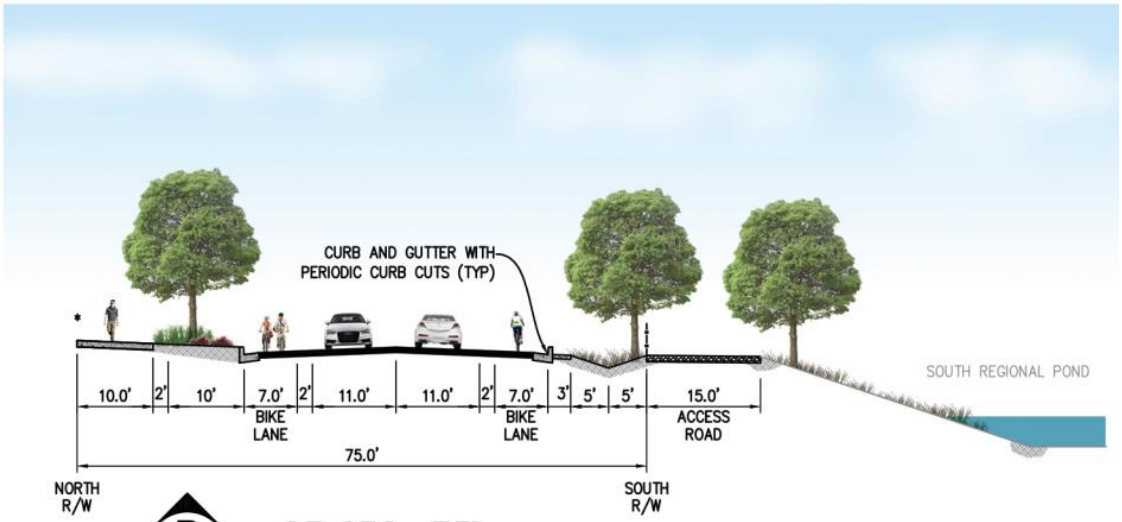


Q CR 25A - VARIES

ROAD B TO SOUTH REGIONAL POND - WEST

*2' CLEAR RECOVERY ZONE WILL BE REQUIRED WITHIN THE PRIVATE LANDSCAPING NORTH OF PATH
**ROAD TO INCREASE AT INTERSECTION WITH ROAD B TO ACCOMMODATE THE FOLLOWING LANES: WESTBOUND LEFT TURN, WESTBOUND THROUGH, AND WESTBOUND THROUGH/ RIGHT. TRANSITION LENGTH TO TWO LANES TBD, ESTIMATED TO BE BETWEEN 500–1000'

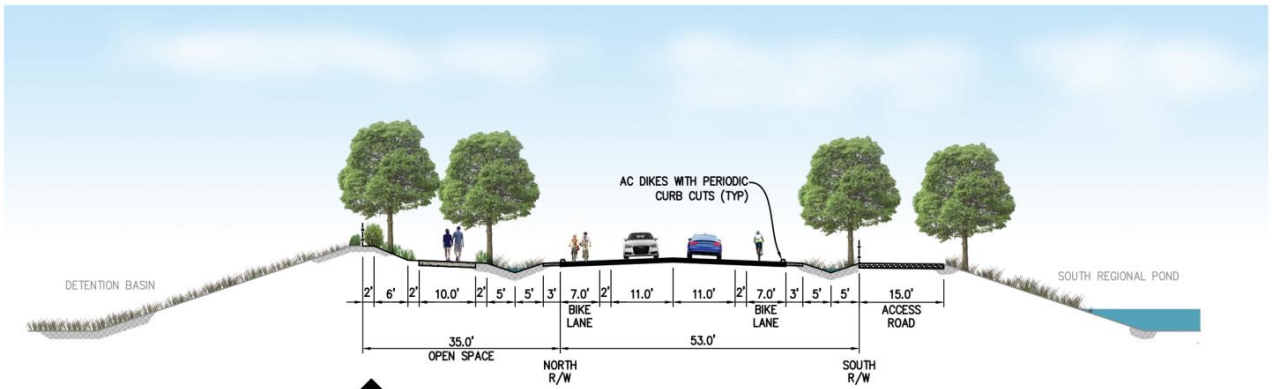
East of Road B, CR 25A will taper to a two-lane road with roundabout intersection control at Road D, where it will continue east and extend to Parkland Avenue. The two-lane segment within the limits of the Plan Area are illustrated in relation to various adjacent storm water collection facilities, as illustrated by Sections R-R, S-S, and T-T below. The Plan Area infrastructure financing plan will include the completion of CR 25A from Hwy 113 to CR 102.



R **CR 25A - 75'**

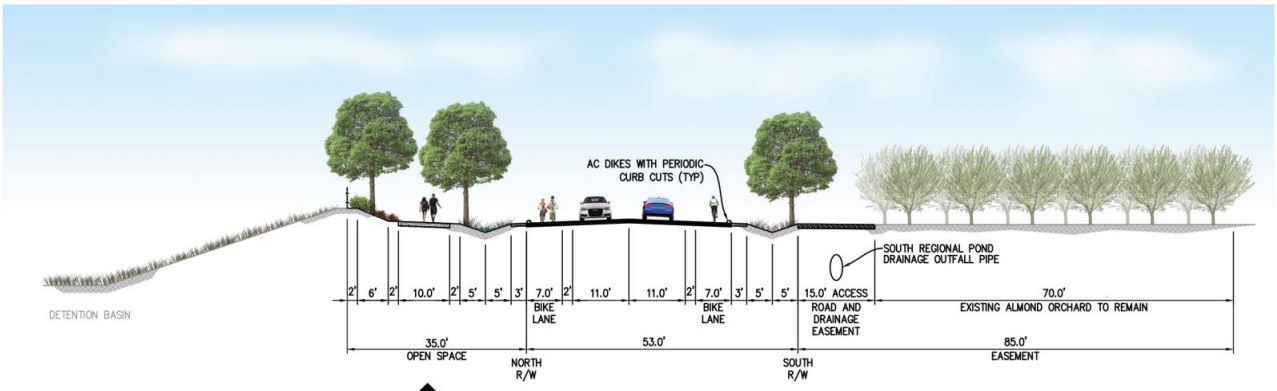
SOUTH REGIONAL POND - WEST TO ROAD D

*2' CLEAR RECOVERY ZONE WILL BE REQUIRED WITHIN THE PRIVATE LANDSCAPING NORTH OF PATH



S **CR 25A - 53' (AND 35' OPEN SPACE)**

ROAD D TO SOUTH REGIONAL POND - EAST



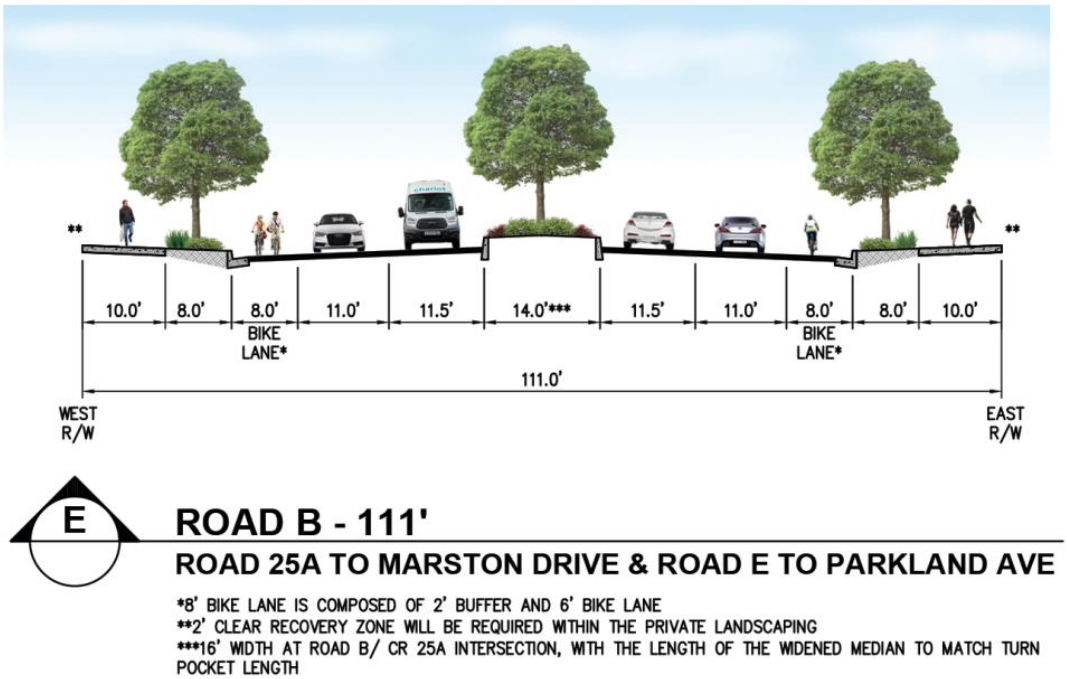
T **CR 25A - 53' (AND 35' OPEN SPACE)**

SOUTH REGIONAL POND - EAST TO HARRY LORENZO AVENUE

2. ROAD B

Road B is a Minor Arterial street that functions as the main spine through the Plan Area linking employment, commercial, residential, and recreational uses. As the most prominent street in the Plan Area, the design and overall experience of Road B for all users is to be distinctive and reinforce, rather than detract from, the sense of place.

All intersections along this roadway are signalized to ensure efficient flow of traffic but also support safe and convenient travel of alternate modes. Enhanced pavement, landscape and aesthetic features will be provided at each of the intersections.



E

ROAD B - 111'

ROAD 25A TO MARSTON DRIVE & ROAD E TO PARKLAND AVE

*8' BIKE LANE IS COMPOSED OF 2' BUFFER AND 6' BIKE LANE
**2' CLEAR RECOVERY ZONE WILL BE REQUIRED WITHIN THE PRIVATE LANDSCAPING
***16' WIDTH AT ROAD B/ CR 25A INTERSECTION, WITH THE LENGTH OF THE WIDENED MEDIAN TO MATCH TURN POCKET LENGTH

CR 25A to Road C. Beginning at the intersection of CR 25A, the primary entryway to the Plan Area, Road B's character is that of a shared use roadway with two vehicle lanes in each direction, buffered on-street bike lanes, and off-street Class 1 Multi Use Paths. A generous 14-foot wide tree lined median extends the length of Road B complemented by 8-foot wide tree lined landscape parkways on both sides of the street separating the roadway from the multi-use path. Driveway access is limited to no more than one right-in and right-out driveways on each side of the road within the block. Left turn access is not allowed between street intersections. See Section E-E.

Road C to Marston Drive. The character of Road B between Road C and Marston is similar to the segment to the south but transitions to a more urban character on the east side adjacent to the Village Center. See Section E-E. The shared mobility hub, The Union, is integrated into the 8' wide planter strip zone and provides accommodations for bus transit and ride hailing services. The multi-use path changes in pavement design and is signed to slow bicycle speeds as it passes through The Union The path merges with the on-street bike lane north of The Union where the sidewalk zone transitions to a pedestrian only zone with outdoor dining and other enhanced streetscape features.

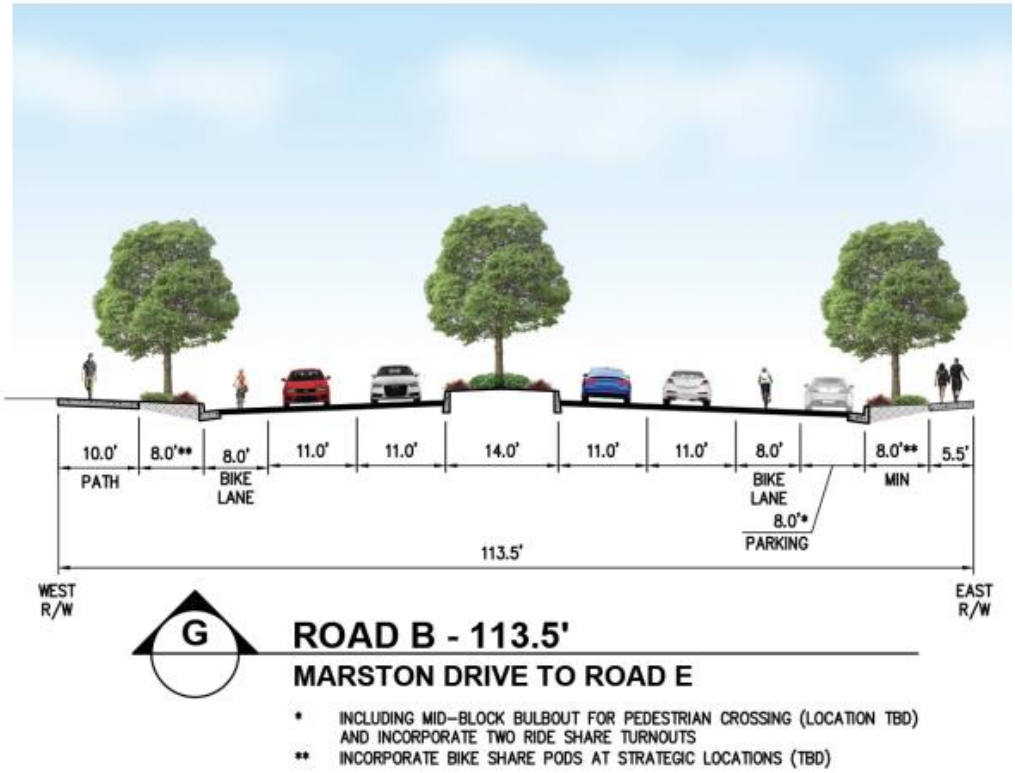
The intersection of Road B and Marston Drive is the heart of the Plan Area plan where the Village Center, The Yard, and the North Campus District meet. Special emphasis on the design of this intersection will be made and will include enhanced pavement treatments to highlight the bike and pedestrian crossings, lighting, landscaping, and architectural/public art features. Driveway access along Road B, from Road C to Marston Drive, is limited to a single right-in and right-out driveway in the southbound direction and no driveways are allowed in the northbound direction.

Marston Drive to Road E. This segment of Road B spans the entire west edge of The Yard and the park facing frontage of the North Campus District. The character of this segment of Road B is significant as it functions as a visual extension of The Yard while maintaining its role as the primary north-south road through the Plan Area. The roadway consists of two vehicle lanes in each direction, buffered on-street bike lanes, and on street parking on the east side. An off-street Class 1 Multi Use Path along the frontage of the North Campus District offers convenient bike and pedestrian access for employees. A 5'6" sidewalk provides pedestrian access along the west side of The Yard which is buffered by 24 feet of bike lane,

An enhanced intersection and mid-block crossings along Road B will offer safer pedestrian access to and from The Yard, Village Center and Tech Park campus.

parking and planter strip. Further enhancing the corridor and visually extending the park is a generous 14-foot wide tree lined median. See Section G-G.

An enhanced intersection is planned midway along this segment of Road B to provide access to the North Campus District and offer controlled access across the roadway for bikes and pedestrians. Additional pedestrian and bike only crossings will be integrated between Marston and Road E to offer safe and convenient access between the North Campus District and The Yard. Driveway access for the Plan Area uses adjacent to this segment of Road B are discouraged and shall be consolidated where needed and restricted to right-in and right-out movements only.

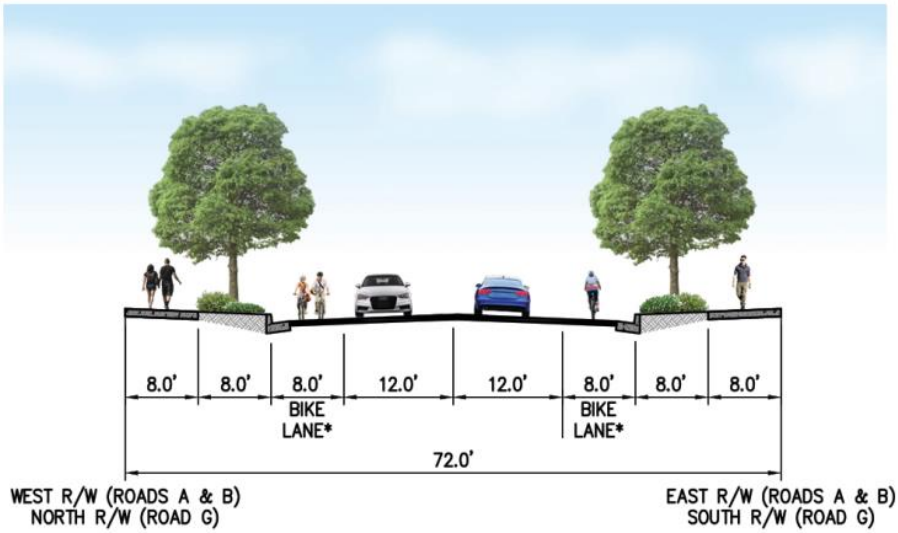


Road E to Parkland Avenue. The segment of Road B from Road E to Parkland Avenue will serve as the primary vehicular access point into the Plan Area from the north. The intersection of Road B and Parkland will be enhanced with pavement markings and gateway features to enhance bike/ pedestrian safety and highlight this location as a point of entry to the Plan Area. To minimize conflicts, no driveways are allowed on this road segment.

The roadway consists of a 4-lane road with on-street buffered bike lanes, similar to Road B between CR25A and Marston (See Section E-E on page 4-22). A Class I Multi-Use Trail connects the trails on Parkland Avenue to Class I facilities that provide access to heavily used destinations of the North

Campus District and The Yard. The design of the roadway is enhanced with a 14-foot wide tree lined median complimented by 8-foot wide tree lined landscape parkways on both sides of the street.

CR 25 A to Road G. South of CR 25A, Road B transitions to a Collector Street with two travel lanes and buffered on-street bike lanes. The initial 250 (+/-) feet south of CR25A will include a 4' wide median and 12' northbound turn pocket at the entry. This segment of Road B serves as the primary entry into the South Campus District where it provides access to Highway commercial and lower intensity research park flex uses. See Section H-H.



H

ROAD A, ROAD B & ROAD G - 72'

SECTION H'- H' (ROAD B, SOUTH OF CR 25A) IS COMPOSED OF THE FEATURES IN SECTION H-H PLUS A 4' WIDE MEDIAN AND A 12' WIDE NORTHBOUND LEFT TURN POCKET FROM CR 25A EXTENDING 250' SOUTH OF THE INTERSECTION - 76'

*** *8' BIKE LANE IS COMPOSED OF 2' BUFFER AND 6' BIKE LANE

4.5.3 Collector Streets

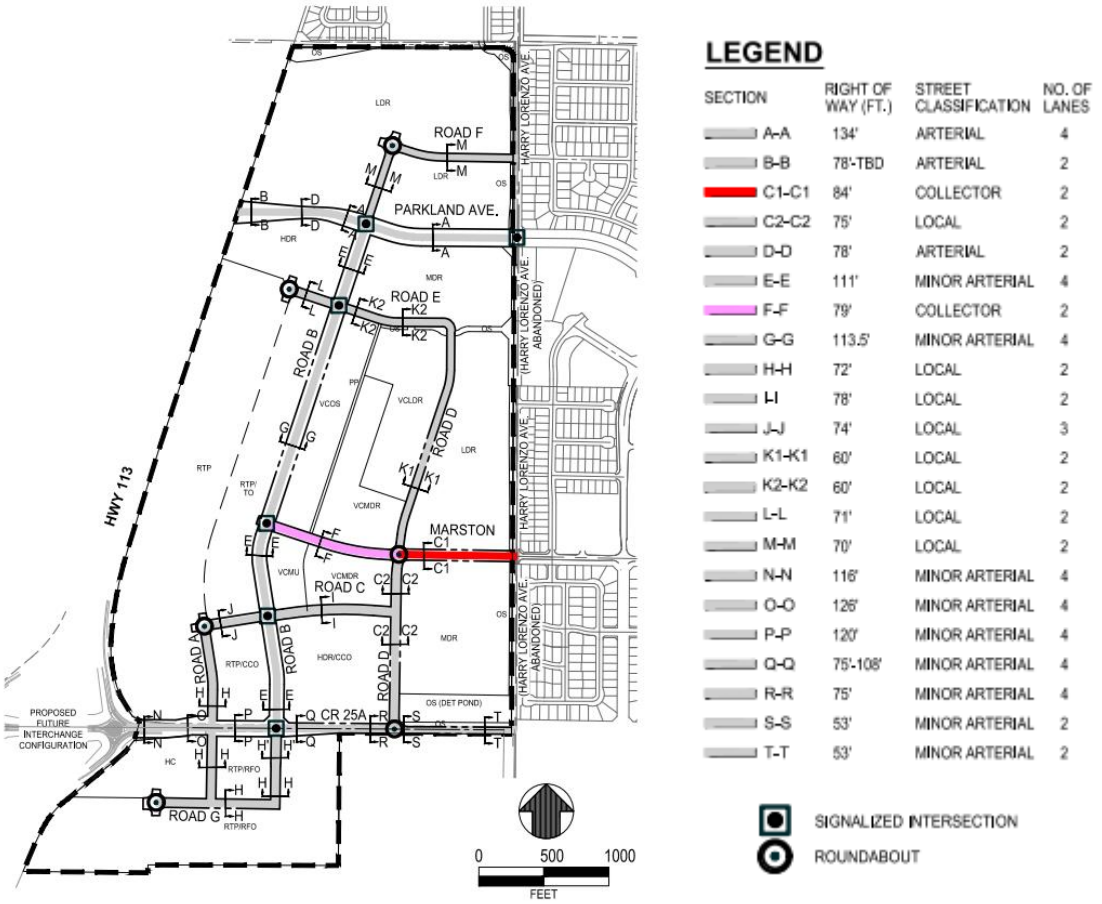


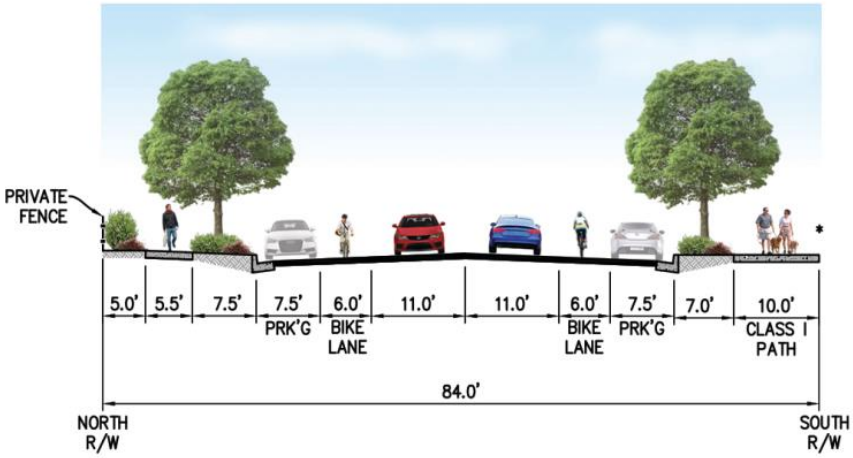
EXHIBIT 4-6: COLLECTOR STREETS KEY MAP

Collector Streets (Marston Drive and Roads A, C, D, E, F, G and B south of CR 25A) provide for relatively short distance travel between and within neighborhoods, and have lower speeds and traffic volumes than arterials. Driveway access to collectors is limited less than on arterials but may still be discouraged on certain segments to limit circulation conflicts. Street design and character of each of the Collector Streets in the Plan Area are described in more detail below.

1. MARSTON DRIVE

Marston Drive connects the Village Center of the Plan Area to Spring Lake neighborhoods and provides convenient access for residents of both areas to employment, retail, services, parks and open spaces. Marston Drive transitions in character from that of a residential street in Spring Lake to an urban mixed-use street at the core of the Plan Area. The segment of Marston Drive from Harry Lorenzo Avenue to Road B includes two travel lanes, parking lanes on each side of the roadway, planting strips, a 10-foot Class 1 Multi-Use trail on the south side and a 5½-foot sidewalk on the

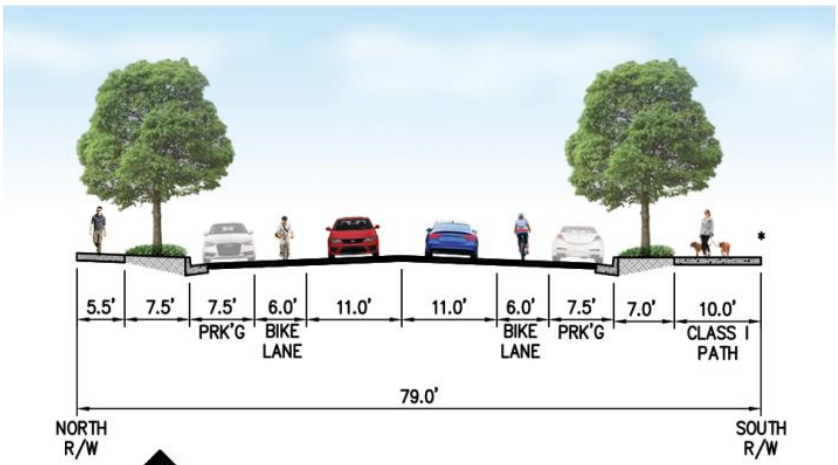
north (Section C1-C1). A roundabout at the intersection of Road D and other traffic calming measures will be utilized to keep speeds low while allowing smooth circulation. Enhanced paving and pedestrian safety features will be installed at the greenbelt crossing at the east edge of the Specific Plan to slow traffic and provide for ease of bike and pedestrian connection across Marston Drive. Driveways for single family will not be permitted and all other driveway access points shall be consolidated to minimize ingress and egress conflicts.



C1 MARSTON DRIVE - 84'

HARRY LORENZO AVENUE TO ROAD D

*2' CLEAR RECOVERY ZONE WILL BE REQUIRED WITHIN THE PRIVATE LANDSCAPING SOUTH OF PATH



F MARSTON DRIVE - 79'

ROAD B TO ROAD D

*2' CLEAR RECOVERY ZONE WILL BE REQUIRED WITHIN THE PRIVATE LANDSCAPING SOUTH OF PATH

Marston Drive at Road B. The intersection of Marston Drive and Road B is the central intersection of the Plan Area and is the primary point of access to the core of the North Campus District. Careful attention to the design of this intersection will be taken to ensure it enhances and does not detract from the sense of place of the Village Center. (See description of intersection features in Minor Arterial - Road B section above)

4.5.4 Local Streets

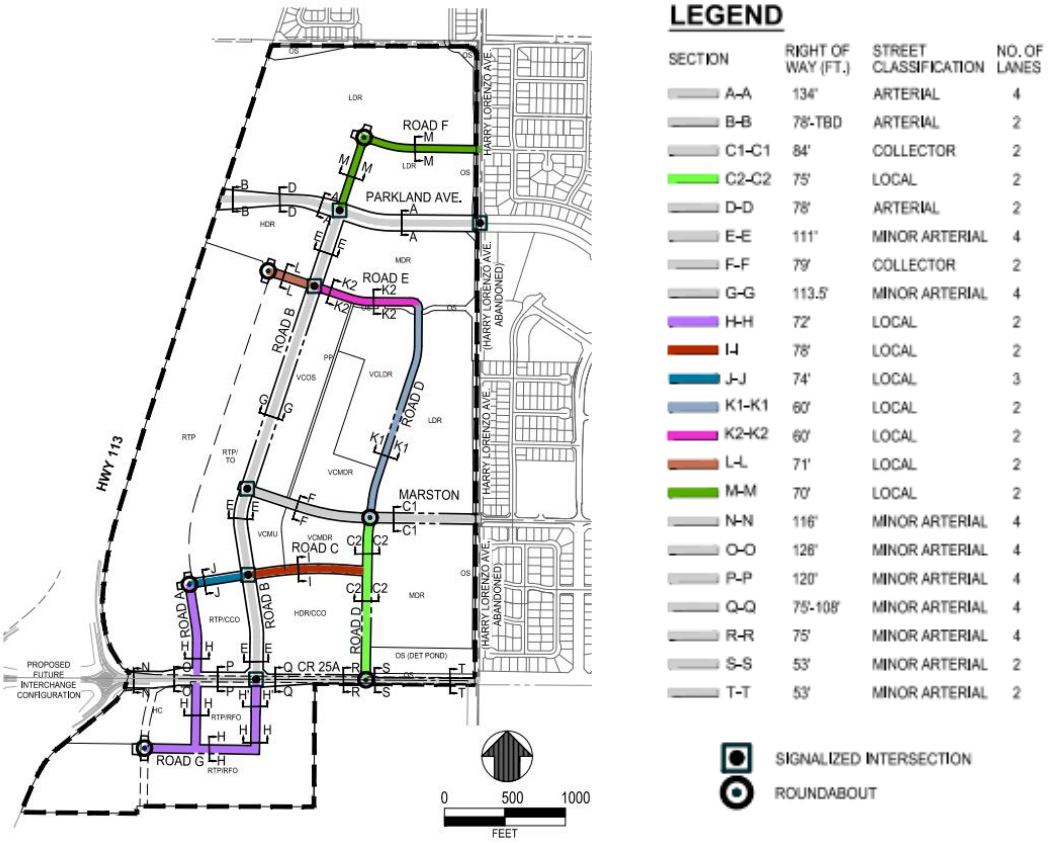


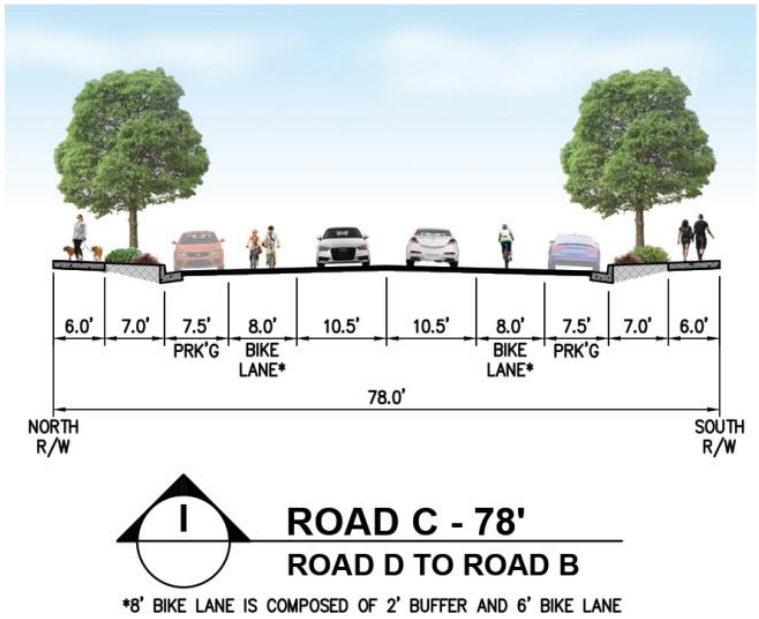
EXHIBIT 4-7: LOCAL STREETS KEY MAP

1. ROAD A

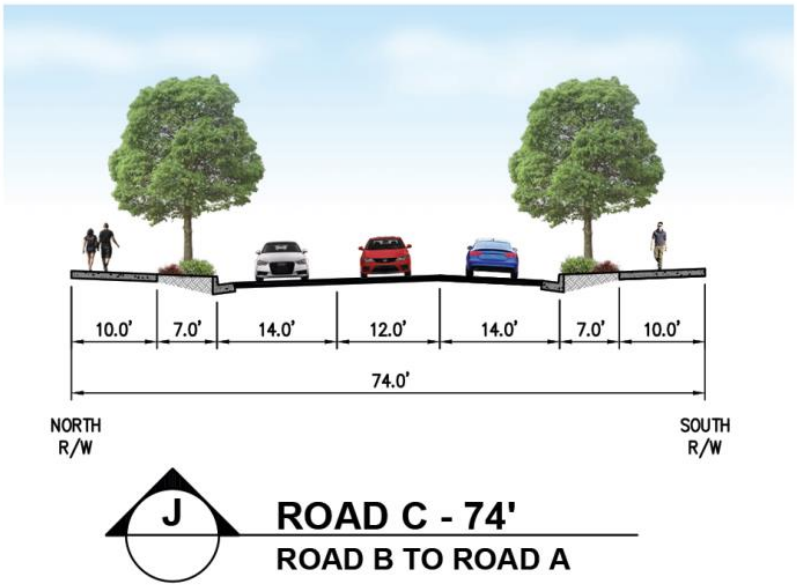
Road A is a local road providing access to the interchange adjacent to portions of the North and South Campus Districts of the Technology Park. North of CR 25A, Road A is designed as a 2-lane street with buffered bike lanes, planting strips, and widened sidewalks (Section H-H on page 4-25). A roundabout is proposed at the intersection of Road C and access is restricted to right-in and right-out turning movements where Road A connects with CR 25A.

2. ROAD C

Road C is a local street that parallels Marston Drive and CR 25A and provides an alternate east-west access between the higher density residential and the Plan Area uses. Between Roads D and B, Road C is designed as a narrower two lane street with on-street parking, bike lanes, planting strips, and 6'-0" wide sidewalks. Multiple driveway access points will be allowed to serve the mixed commercial and residential uses to minimize the need for driveways on the surrounding arterial roadways.

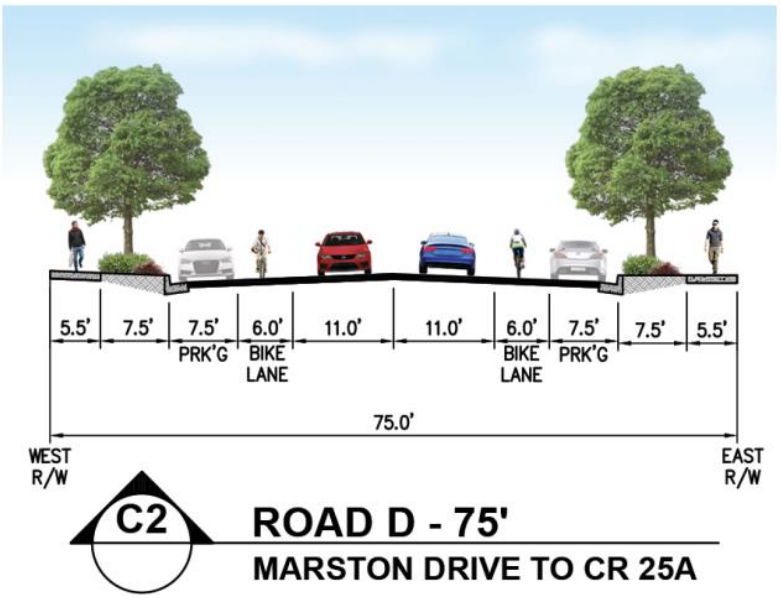


The segment of Road C between Roads A and B provides connection to Plan Area uses in the southern area of the North Campus District. The roadway consists of three travel lanes, two westbound and one eastbound. Due to a center median at CR25A and Road A, prohibiting left turns onto Road A from CR25A, the majority of inbound trips will access the North Campus Plan Area via Road B to westbound Road C; hence the two lane westbound Road C design. See Section J-J below. Full access driveways are permitted but restricted to the mid-section of this segment of Road C to avoid intersections conflicts. Planting strips provide street tree canopy and separation for the Class 1 multi-use paths on both sides of the street. A roundabout is proposed at the intersection of Road A to smooth the flow of traffic.

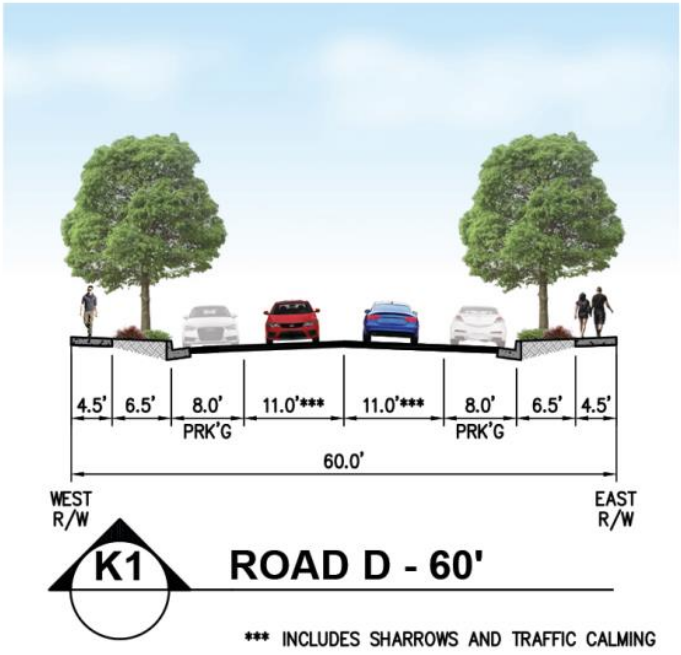


3. ROAD D

Road D parallels Road B through the majority of the Plan Area and is a collector road serving the Village Center District and East Village Districts south of Parkland Avenue. Between CR25A and Marston Drive, Road D is designed as a two lane street with on-street parking, bike lanes, planting strips, and 5'-6" wide sidewalks (Section C2-C2). Multiple driveway access points will be allowed to serve the higher density residential uses and minimize the need for driveways on the surrounding arterial roadways.

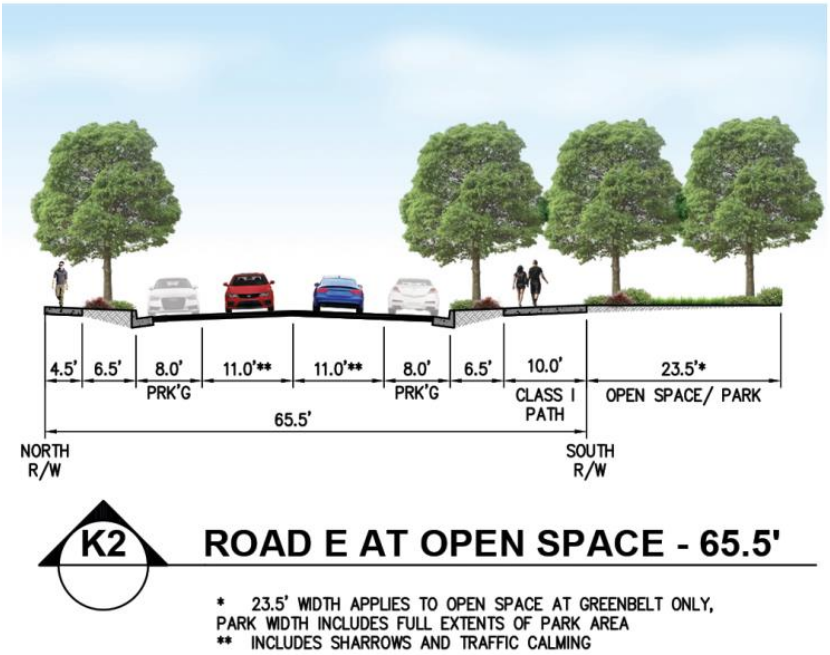


North of the roundabout at Marston Drive, Road D narrows as it transitions into the lower density residential neighborhoods of the Village Center and East Village Districts. The roadway has two travel lanes with on-street parking and detached 4'-6" wide sidewalks. A 6'-6" wide planting strip will provide for a tree lined street that offers generous shade canopy. See Section K1-K1. Traffic calming measures will be integrated into the roadway to keep speeds lower and shared lane markings will be installed to accentuate the shared use nature of the road. Enhanced pavement design and pedestrian safety features will be integrated at the north end of Road D where the multi-use trail crosses. Single-family home driveways accessing Road D are discouraged.

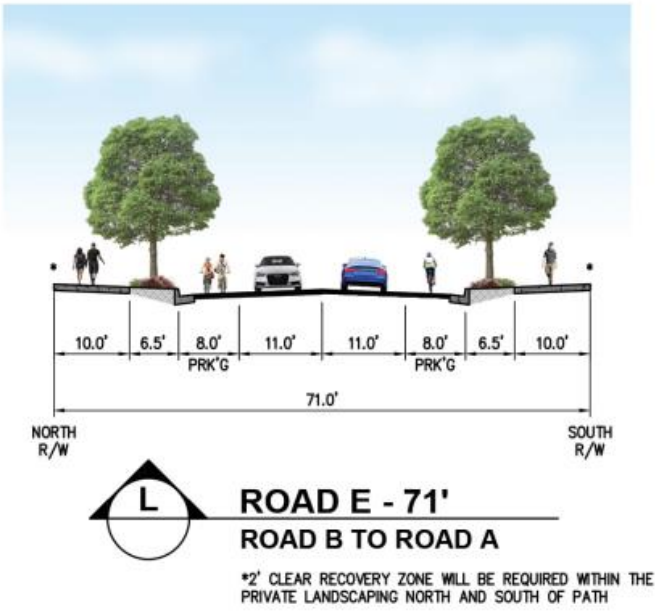


4. ROAD E

Road E runs east-west along the north end of The Yard and connects the Village Center Residential neighborhoods to Road B. Between Road D and Road B, the street consists of a two lane street with on-street parking. A planter strip separates a 4′-6″ wide sidewalk on the north and a 10′ multi-use trail on the south side of the roadway. Single-family home driveways are prohibited on the south side of the road. Access to the medium density residential uses and/or school site on the north side shall be consolidated to reduce the driveways or roadways connecting into this segment of Road E (Section K2-K2).

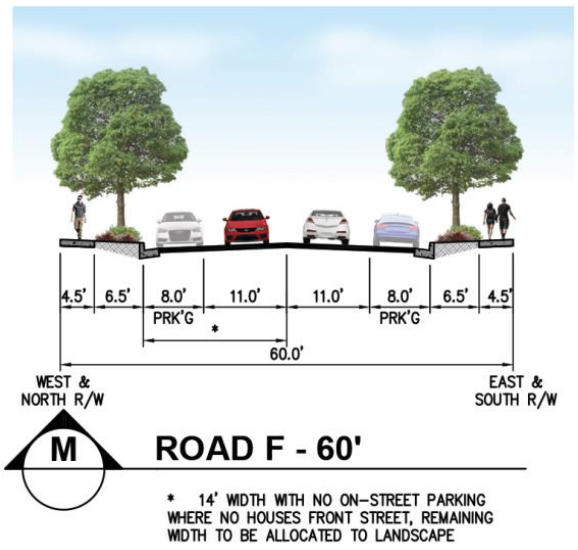


West of Road B, Road E transitions to a more urban mixed character street that serves both high density residential and Plan Area uses. The roadway has two travel lanes with on-street parking and 10 foot wide multi-use paths on both sides of the roadway. A 6′-6″ foot wide planting strip will provide for a tree lined street that offers generous shade canopy. See Section L-L. A roundabout at the end of Road E provides access to both the residential and Plan Area uses.



5. ROAD F

Road F is the primary access for the residential neighborhood at the north end of the Plan Area with connections to both Parkland Avenue and Harry Lorenzo Avenue. Road F consists of a two lane street with on-street parking. A planter strip separates a 4′-6″ wide sidewalk on both sides of the street (Section M-M). Single-family home driveways are discouraged. On street parking may be replaced with on-street bike lanes if lotting patterns result in no driveway access directly onto Road F. An oversized roundabout with a large specimen tree and native plantings provides a focal point of the neighborhood.



An oversized and landscaped roundabout will serve as a focal feature within the North Village similar to the roundabout located in Woodland's historic Beamer Park neighborhood shown here.

6. ROAD G

Road G is an east-west road connecting the south ends of Road A and Road B providing access to the southern most areas of the Plan Area. Road G consists of a two lane street with Class II on-street bike lanes. A planter strip separates an 8' wide sidewalk on both sides of the street (see Section H-H on page 4-25). A roundabout at the west end of Road G provides access to both the Highway Commercial and Plan Area uses and provides a character defining focal point for the South Campus District.

4.5.5 Other Local Streets

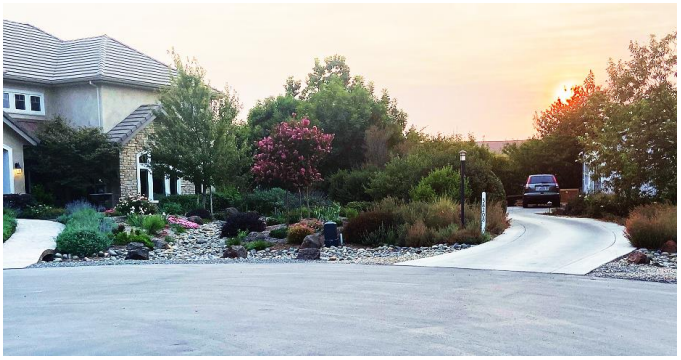
Local Streets in the Village Center residential (VCLDR and VCMDR) and all HDR residential neighborhoods will be traditional in design, have more linear geometry and include 4'6" minimum wide sidewalks separated by a 6' minimum width street tree planted parkway strip. On street parking is required on both sides of the street.

Local streets in the East and North Villages will include on-street parking, shared bike lanes, attractive landscaping and street trees that provide sidewalk share during summer months.

Local Streets within the East Village and North Village LDR neighborhoods may be less uniform in character reflecting the nature and density of the subdivision within they are located. Where utilized in these neighborhoods, sidewalks shall be a minimum of 4'6" in width;. Parkway strips shall be a minimum of 6' in width. With the goal of reducing paved widths, flexibility shall be provided at Tentative Map implementation in regards to on-street parking, use of sidewalks, and the use of drainage swales and alternative parking surfacing in lieu of traditional curbs and gutters, so long as the City is not left with an increased maintenance burden compared to traditional development standards. Right of way cross section design is subject to review and approval by the Community Development Director.

Local Street sections in all neighborhoods shall be developed to support the character of the neighborhoods and consider the proposed house setbacks, lot widths and sizes, and overall density. All local streets shall contribute to a well landscaped, tree shaded pedestrian friendly environment. Travel lane width should be 10 feet and parking lane width shall be 7 feet for a standard curb to curb width of 34 feet. Additional width may be considered for bike lanes if deemed necessary by the City Traffic Engineer.

Local Street sections are subject to the review and approval of the Community Development Director and shall be publicly maintained.



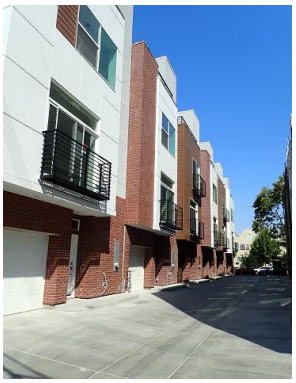
Alternative pavement and drainage design is encouraged in the North Village to achieve a unique and rural character.

4.5.6 Alleys

Alleys or "rear lanes" serve as accessible rights-of-ways for public and private vehicles, bikes, and pedestrians. In commercial areas, alleys are primarily used for access to parking lots and service areas for businesses but may also incorporate outdoor seating and landscaping where appropriate. Alleys in both commercial and residential areas should be at least 20 feet wide and clear of obstruction between structures to allow for emergency vehicles as well as utility and waste collection vehicles. Design details of the alleys in residential neighborhoods will be defined at the time of Tentative Maps and approved by the city's Fire Department.

Landscaping shall be integrated to visually soften the alleys and provide stormwater runoff collection. Windows and balconies on residential units should be oriented toward the alley to help add interest and eyes on the alley.

Well designed alleys are encouraged within the residential zones and in the Village Center as a means of reducing driveways and parking lots along street frontages.



4.5.7 Roundabouts and Enhanced Intersections

Roundabouts and enhanced intersection treatments are planned at key intersections throughout the Plan Area to improve intersection operation and reduce vehicle speeds. Five roundabouts are proposed in the Specific Plan in addition to three along the CR 25A corridor at Road D and the off-ramps of HWY 113. Landscaping and public art will be integrated into the roundabouts to enhance community aesthetics and strengthen sense of place.

Roundabouts at key intersections reduce traffic speeds while improving circulation. Roundabouts in the plan area will include attractive landscaping and/or public art.

Crosswalks along Marston Drive, Road B and other key intersections will include textured paving, flashing lights and/or other features to enhance pedestrian visibility.

Enhanced intersection treatments are proposed at each of the controlled intersections along Road B. Additionally, where the north-south greenbelt crosses Marston Drive and Parkland Avenue, enhanced paving and pedestrian safety features will be installed to slow traffic and provide for ease of bike and pedestrian crossing.

4.5.8 On-street Parking

To maximize utilization of land, the Plan Area development standards require limited amounts of off-street parking, increasing the likely demand for on-street parking. Street designs anticipate the need for on-street parking to support adjacent uses and reinforce the urban character of the project. Managing publicly accessible parking, particularly in the Village Center and commercial areas of the plan, will be important to ensure availability for parking for customers and transit users. Utilization of smart parking management tools such as Woodland based JAPA Parking will be a central part of a Parking Management Plan required to be prepared as part of the Plan Area Transportation Demand Management Plan.

4.5.9 Streetscape Amenities

Streetscape amenities are an essential element to creating a strong a sense of place and are a fundamental feature of the Plan Area streetscape design. The development of a Master Design Manual is required prior to approval of the first Final Map and shall incorporate design standards and construction details for the following features:

1. Gateway / Entry Features

An architectural feature(s) identifying the entryway into the Plan Area on CR 25A and/or at the intersection of Road B, as well as entry features indicating entry points into the North Campus and South Campus Districts shall be integrated into the streetscape design.

2. Public Art

Public art in the form of sculptures or other durable forms of art celebrating creativity, ingenuity, and agricultural heritage. Public art shall be integrated throughout the Plan Area streetscape in center medians, roundabouts, and/or other prominent locations as a way to strengthen community identity and a unique sense of place.

3. Street Trees and Landscape Palette

Street trees and plant palette for all landscape installed within the public right-of-way and greenbelt open spaces. Plants shall be appropriately specified to the climatic and soil conditions of the area. Particularly, use of a variety of native oak tree species as well as water-wise and pollinator friendly plants shall be detailed.

4. Stormwater Management

Streetscape design details identifying the use of bio swales and rain gardens along roadways and greenbelts to aid in the treatment and absorption of rain water. Materials and plant species appropriate to the effective functionality and long-term maintenance of these stormwater management features shall be specified.

5. Walls and Fences

The location and design of various walls and fences facing the public right-of-way. Use of walls and fences should be limited to locations where needed for sound attenuation and/or privacy. The type and style of walls/fencing shall be carefully considered to ensure visually cohesive and/or complementary streetscapes. Where walls or fences are to be maintained by the city, durable masonry materials shall be used. Landscaping shall be used to soften the visual presence of walls and fences throughout the project.

6. Street Furniture and Lighting

A design guide specifying the style, material, color, and finish for all furniture including benches, bike racks, trash receptacles, and street signs installed in public right-of-way and greenbelt spaces shall be provided. In limited application, styles of street furniture may vary and correspond to the District where they are specified to reinforce a particular neighborhood character. Similarly, street and pathway lighting shall be uniform throughout the project. Limited variation in style may be proposed to relate to the particular character of the District/neighborhood.

7. LDR and VCLDR Local Street Section Template

Examples of local street design within the LDR and VCLDR zones shall be provided including alternative storm drain design, particularly where traditional sidewalk design is modified. Further, recommendations shall be provided for sidewalk placement in relation to subdivision design and residential setbacks.

5.0 | PUBLIC UTILITIES AND SERVICES

5.1 | OVERVIEW

The goal of the Public Utilities and Services chapter is to identify the necessary public utilities and public services required to serve the Plan Area. The first part of this Chapter addresses the required public utilities of water, recycled water, wastewater, drainage/flood control as well as dry utilities of electric, gas and communications. This Chapter identifies the backbone infrastructure necessary to serve the Plan Area. Utility infrastructure will be constructed to ensure compliance with all applicable service and improvement standards, and state and federal laws and regulations.

The coordinated delivery of public services is essential to ensure a complete community, one that provides public safety, recreational, educational and library services for the residents. The Public Services Element of the General Plan provides information and policy guidance to ensure that services are sufficient to support new development in the Plan Area. Infrastructure extension and financing obligations relating to public utilities services are outlined in the Project EIR and Mitigation Monitoring Plan, development agreements and/or in Implementation Chapter 6 of the Specific Plan. Table 5.1, Utility and Service Providers, lists the entities that will serve the Plan Area.

Table 5.1: Utility and Service Providers

Utility	Provider	Service	Provider
Water	City of Woodland	Fire Protection	City of Woodland
Recycled Water	City of Woodland	Law Enforcement	City of Woodland
Wastewater	City of Woodland	Parks and Recreation	City of Woodland
Drainage and Flood Control	City of Woodland	K-12 Schools	Woodland Joint Unified School District
Electric Service	PG & E	Post Secondary Schools	Woodland Community College
Natural Gas	PG & E	Library	City of Woodland
Communications	AT&T, WAVE	Other Services	City of Woodland

5.2 | WATER SUPPLY

The City of Woodland Public Works Department currently provides municipal water to the boundary of the WRTP. Treated Sacramento River water supplied by the Woodland-Davis Clean Water Agency's Regional Water Treatment Facility (RWTF) is the primary source of potable water. The City operates three aquifer storage & recovery wells, which store treated surface water in winter months to supplement RWTF supplied water in summer months. Groundwater is a backup

to the surface water supply and will supplement surface water during times of high demand or reduced surface water availability. The City maintains an Urban Water Management Plan (UWMP) that is updated every five years and describes the current and future water uses, sources of supply and its reliability, and existing and planned conservation measures. The 2020 UWMP was adopted by City Council in June 2021. The City also has a Groundwater Management Plan, adopted in 2010, to manage groundwater resources.

5.2.1 Existing Water Distribution System

The municipal water supply distribution system consists of 260 miles of transmission and distribution lines, a 3-million-gallon ground level storage tank, and a 400,000-gallon elevated storage tank, which is generally sufficient for peak demands and to regulate The Woodland-Davis Clean Water Agency (WDCWA) Intake Facility at the Sacramento River. Woodland has a dedicated capacity of 18-million gallons per day (mgd) of supply from the water treatment plant.

Aquifer Storage & Recovery (ASR) wells are also intended to store large quantities of treated surface water to meet peak summer demands and to prepare for future drought conditions. Three ASR wells are operational and can supply over 8 mgd of water with quality equal to WDCWA supplied water.

Currently there are six agricultural wells in use within the Plan Area: four of them are north of CR 25A and two of them are to the south. The two wells along SR 113, north of CR 25A, are to be preserved until no longer needed for irrigation of the surrounding agricultural land, including fields west of Highway 113 and south of CR 25A. These facilities will be secured and adequate setbacks will be provided. An access road will be maintained along the west boundary of the Plan Area, parallel to SR 113, allowing for routine maintenance of the wells by the owner. As development progresses, the well owner(s) shall reserve access rights to the well through the developed portion of the RTP.. The remaining wells shall remain in use to irrigate the surrounding agricultural land until development within SP-1A precludes their use or otherwise incorporated into the SP-1A layout for continued irrigation use within or outside the limits of the Plan Area.

Existing facilities in the general vicinity of the Plan Area include the following:

- 30″ east-to-west water transmission main in Farmers Central Road corridor, from RWTF to Ashley Avenue.
- 12″ east-to-west water distribution main in Farmers Central Road corridor, connecting to above- referenced 30″ transmission pipe.
- 12″ north-to-south water main in Harry Lorenzo Avenue, connecting to the above-referenced 12″ pipe, from Farmers Central Road to ±500′ to the south

- 12″ east-to-west water main in Parkland Avenue, assumed to be extended to boundary of WRTP prior to development
- 12″ east-to-west water main in Marston Drive
- 8″ south-to-north water main in Harry Lorenzo Avenue, connecting to the above-referenced 12″ pipe, from Marston Drive to ±1300′ to the north
- 8″ east-to-west water main in CR 25A, stubbed at Harry Lorenzo Ave., assumed to be constructed prior to development.

5.2.2 Proposed Water Distribution System

Potable water will be distributed throughout the WRTP via a pressure system and routed to serve all areas within the plan area, including for irrigation. Once recycled, water from the City Water Pollution Control Facility (WPCF) (See Section 5.2 below) is connected to the WRTP recycled water pipe network, the potable water will be isolated from portions of the plan with public irrigation demands, such as parks, greenbelts, and street medians. Table 5.2 contains an estimate of water demand for the WRTP.

Proposed Water Distribution System, Exhibit 5-1, depicts the backbone infrastructure designed to connect to the existing transmission mains and distribute domestic water throughout the WRTP. The proposed points-of-connection for the system are along the existing 12″ main in Harry Lorenzo Avenue: at Fowler Way, Parkland Avenue and Marston Drive. In addition, there will be a connection at the intersection of CR 25A and the former extension of Harry Lorenzo Avenue (removed in favor of a future greenbelt).

The network leading from these connections was designed in accordance with the City of Woodland Engineering Standards (COWES) to provide looping of the system, and minimum spacing of 12-inch lines at approximate one-half (1/2) mile intervals.

The public water supply pipelines are all located within the right-of-way of public streets or roads, with pipelines larger than 8 inches located in collectors and arterials. Additional pipelines were shown connecting the portion south of CR 25A back to the main network to ensure looping in this branch of the system.

Confirmation of adequate flow and pressure within the WRTP will be determined by the City of Woodland with each Tentative Map submittal. Further details on water supply are contained in the WRTP Water Distribution Memo, prepared 1/7/20.

Table 5.2 Average Day, Maximum Day and Peak Hour Demands

Land Use Designation	Acres	Water Demand Coefficient (gpd/acre)	Addt'l R&D Water Use Demand Factor (gpd/acre)[4]	Average Day Demand (gpm)	Peaking Factor (Average Day to Max Day)	Maximum Day Demand (gpm)	Peaking Factor (Max Day to Peak Hr)	Peak Hour Demand (gpm)
LDR	74.8	3,168	0	165	2.2	362	3.5	576
MDR	35.5	6,480	0	160	2.2	351	3.5	559
[1]HDR	9.7	12,960	0	87	2.2	192	3.5	305
RTP-TO	69.6	1,440	0	70	2.2	153	3.5	243
[5]RTP -RFO	35.9	2,448	490	61	2.2	135	3.5	215
[2]RTP -CCO	6.8	1,728	144	8	2.2	18	3.5	29
VCMU	3.5	2,880	0	7	2.2	15	3.5	25
VCMDR	16.7	6,480	0	75	2.2	165	3.5	263
VCLDR	13.1	3,168	0	29	2.2	64	3.5	101
[3]HDR-CCO	15.9	7,448	0	83	2.2	182	3.5	289
HC	8.2	2,016	0	11	2.2	25	3.5	40
PP	0.8	2,160	0	1	2.2	3	3.5	4
OS	10.2	2,160	0	15	2.2	34	3.5	54
VCOS	10.8	2,160	0	16	2.2	36	3.5	57
Total	**311.4**			**788**		**1734**		**2759**

[1] Demand assumed to be double that of Medium Density Residential.

[2] Land use assumed to be 50% Research and Technology Park and 50% Community Commercial.

[3] Land use assumed to be 50% High Density Residential and 50% Community Commercial.

[4] 20% increase in demand for agricultural research and development tenants in Research Park/Community Commercial and Research Park/Research Flex.

[5] Land use assumed to be 100% Industrial/Agricultural.

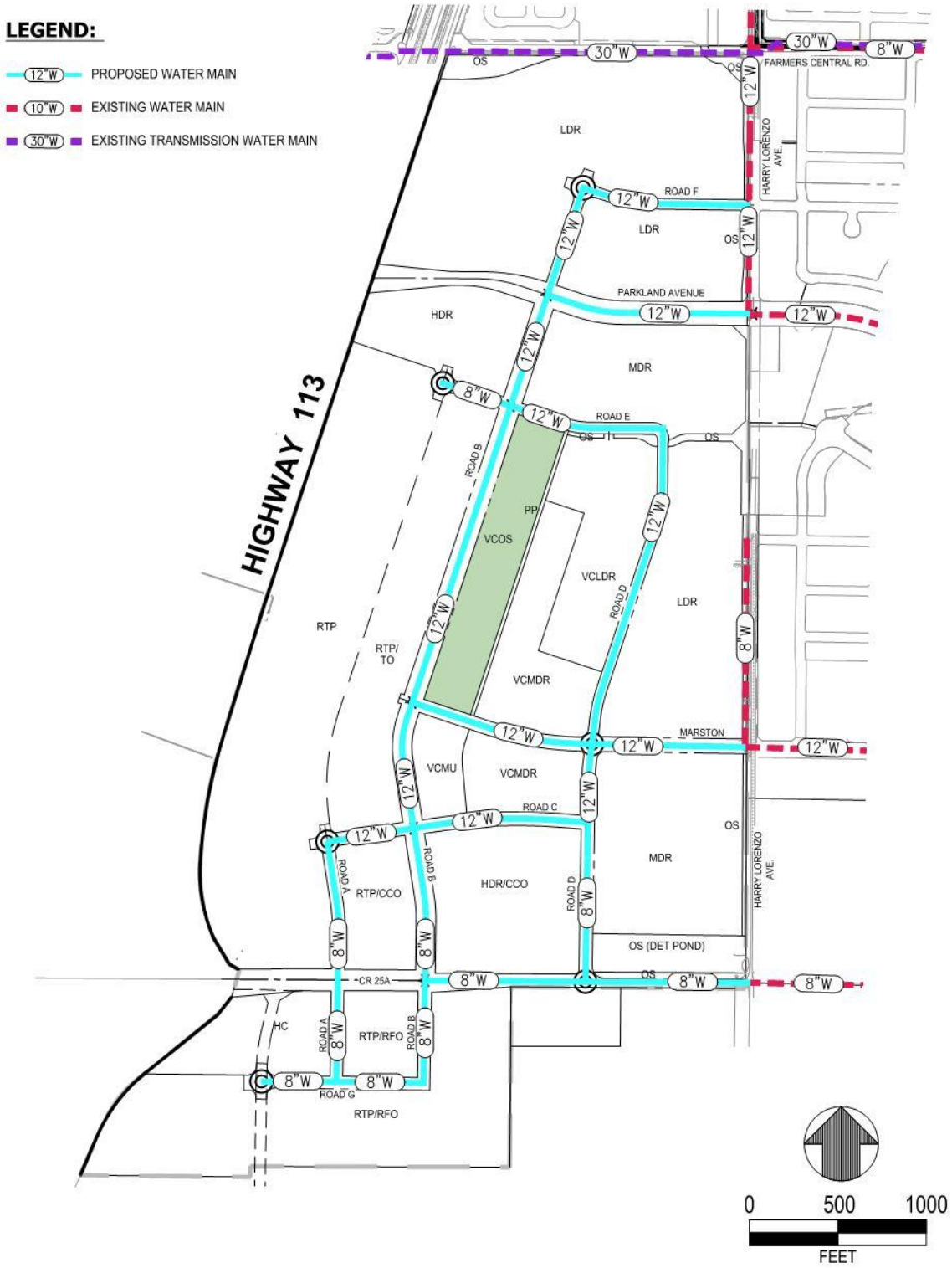


EXHIBIT 5-1: PROPOSED WATER DISTRIBUTION SYSTEM

5.3 | RECYCLED WATER DISTRIBUTION

Recycled water refers to wastewater treatment plant effluent which has received a level of treatment such that it meets the State requirements for direct non-potable use. Recycled water use is regulated by the State Water Resources Control Board which applies stringent water quality, treatment, and disinfection standards. Recycled water in Woodland meets the Title 22 requirements for tertiary level treatment with disinfection.

5.3.1 Existing Recycled Water System

The City of Woodland Public Works Department does not currently provide a continuous recycled water main connection from the Water Pollution Control Facility (WPCF) to the boundary of the WRTP. The recycled water utility currently serves parks and the north industrial area. The recycled water utility is planned to be expanded into the Spring Lake and WRTP areas to serve primarily commercial uses and landscape irrigation. This expansion project is currently planned for construction in 2024.

Additional connections to the recycled water system have been deemed infeasible.

5.3.2 Proposed Recycled Water Distribution System

Recycled water will be conveyed to the WRTP via a pressure system and routed to serve areas with commercial and public irrigation demands.

Tables 5.3 and 5.4 contain estimates of recycled water demand for the WRTP. Further details are contained in the WRTP Recycled Water Distribution Memo, prepared 3/31/20.

Table 5.3 – Recycled Water Demand Coefficients by Land Use Classification		
Land Use Code	**Land Use Classification**	**GPM/Gross-Acre**
OS	Open Space	1.5

Table 5.4 – Average Day, Max Day and Peak Hour Demands

Land Use	Acres	Average Day Demand Factor (gpd/acre)	Average Day Demand (gpd)	Average Day Demand (gpm)	Peaking Factor (Average Day to Max Day)	Max Day Demand (gpm)	Peaking Factor (Max Day to Peak Hr)	Peak Hour Demand (gpm)
Park (OS)	10.8	2,160	23,263	16.2	2.2	35.5	3.5	56.5
Greenway (OS)	6.0	2,160	12,982	9.0	2.2	19.8	3.5	31.6
Median (OS)	1.6	2,160	3,456	2.4	2.2	5.3	3.5	8.4
Total	**18.4**		**39,701**	**27.6**		**60.7**		**96.5**

The recycled water network within the project is designed to provide service to areas with commercial and public irrigation demands such as medians, parks, and greenways. Due to the nature of this development, a main is planned to be stubbed south of CR 25A to provide service for potential future demands of the agricultural research that is anticipated to be conducted in the Research Flex Overlay land use. The public recycled water supply pipelines are all planned to be located within the right-of-way of public streets and greenways.

The preliminary recycled water layout in Exhibit 5-2 depicts the backbone infrastructure designed to connect to the existing transmission mains and to distribute recycled water throughout the WRTP. The proposed point-of-connection for the system is at the existing 8-inch main south of Osborn Drive and Farmers Central Road.

The main will then be routed south down the greenway along the west side of Harry Lorenzo Avenue, terminating at Marston Drive where it will connect to existing recycled pipelines within the Spring Lake Specific Plan area. From Harry Lorenzo, the WRTP network will extend along Parkland Avenue Marston Drive, and Road B. Refer to the Water Distribution technical memorandum for more details.

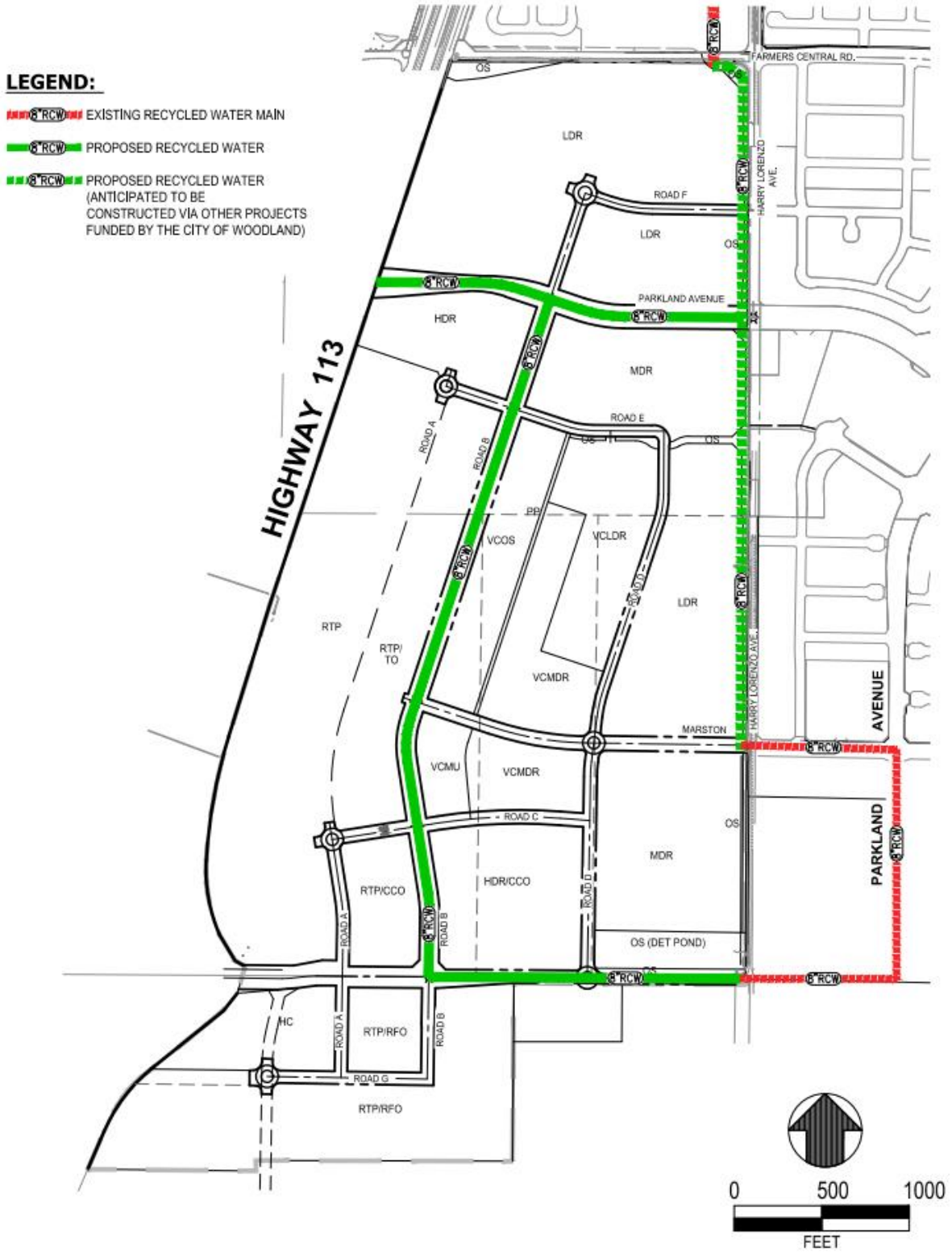


EXHIBIT 5-2: PROPOSED RECYCLED WATER DISTRIBUTION SYSTEM

5.4 | WASTEWATER

The City of Woodland provides wastewater collection and treatment throughout the City limits. The City constructed the current WPCF in 1989. Since that time, the City has upgraded the facility three times—once in 1999 and a second time in 2006, when the City expanded and upgraded the treatment plant's hydraulic capacity from 7.8-mgd to 10.4-mgd. The City expanded the plant a third time in 2016 to increase solids handling capacity among other upgrades. In recent years, hydraulic inflows to WPCF have gone down due to water conservation and the City's efforts to reduce infiltration and inflow, through sewer collection system rehab projects.

5.4.2 Existing Wastewater System

The City of Woodland's Public Works Department is the community's wastewater service provider. Woodland's wastewater collection system conveys wastewater by gravity pipelines to the WPCF located east of the city along CR 103, where it is treated and then discharged to a large unimproved channel. Treated wastewater eventually drains to the Tule Canal on the east side of the Yolo Bypass. Woodland's wastewater collection system consists of 270 miles of sewer main and 80 miles of service line. Projected future flows to the WPCF are about 9.2-mgd for average wastewater flows, which could serve up to 105,000 residents.

Downstream existing facilities in the general vicinity of the Plan Area include the following:

- 2 x 12" force mains, from the SLSP Pump station at Farmers Central Road and Miekle Avenue, west-to-east on Farmers Central Road, south-to-north on CR 102 and west-to-east on Gibson Road to the WPCF
- 15" to 21" west-to-east sewer main in Farmer's Central Road corridor, from SR 113 to the SLSP Pump Station at Miekle Avenue
- 15" west-to-east main in Heritage Parkway. This will need to be extended from the terminus of Heritage Parkway to the east edge of the WRTP. It is essential that an easement be reserved for the proposed 15" sanitary sewer pipe extending from Heritage Parkway.
- 10" west-to-east main in Marston Drive.

The Spring Lake Specific Plan (SLSP) Pump Station was constructed at the intersection of Farmers Central Road and Miekle Avenue in order to get the wastewater from Spring Lake to the WPCF, a regional pumping station. The facility is designed to run at maximum design capacity of 6.1-million gallons per day (mgd). There are currently no wastewater mains or services located within the Plan Area.

5.4.3 Proposed Wastewater System

A combination of gravity and pressure sewers will be required to convey new wastewater flows to the WPCF. Upgrades made to the WPCF since 1989 will allow the facility to accept the project flows. The SLSP Pump Station has the capacity for the wastewater flows at buildout of the WRTP; however, there are portions of SP-1A and SP-1B that will require a lift/pump station in order to convey wastewater runoff to the existing gravity main in SLSP.

The Proposed Wastewater System, Exhibit 5-3, shows the components of the proposed backbone infrastructure locations and sizing to convey the wastewater produced by the WRTP to the WPCF depicting the sizing and locations of major onsite wastewater collection facilities.

The proposed points-of-connection for the system are at the existing 8" main in Harry Lorenzo Avenue at Fowler Way (future), the proposed 15" main extending from Heritage Parkway, and the existing 10" main in Marston Drive. It is essential that an easement is reserved for the proposed 15" main extending from the future Heritage Parkway in the event that the pipeline is not constructed prior to initiating development of the WRTP.

The WRTP site is relatively flat, (elevation drop of about 10 feet west-to east and negligible elevation change north-to-south). With these general grades driving the proposed gravity sewer network design, the proposed points-of-connection are located along the eastern boundary of the WRTP. Preserving the existing drainage patterns of the site, the overall shed has been divided into three main lines: Line J (North Shed, north of Parkland Avenue), Line I (Central Shed, between Parkland Avenue and Marston Drive) and Line U (Southern Shed, south of Marston Drive). Line designations have been selected to coincide with the 2004 SLSP Infrastructure Study Report. Because of the flat topography within the Site, it is expected that grading plans and street profiles will generally be undular, with alternating shallow crests and sags. It is essential that sufficient cover is provided for the wastewater pipes at the roadway sags.

The SLSP Pump Station, located at Farmers Central Road and Miekle Avenue, has the capacity for 6.1- mgd of wastewater at buildout utilizing two 90 horsepower (HP) pumps with an additional pump for redundancy. The facility was not originally designed for the updated Urban Limit Line (ULL). An analysis of projected flows from the SLSP, SP-1A (including the updated ULL), the Community Center, and the Prudler Subdivision, prepared by the Project Applicant's engineer (Cunningham Engineering Company) indicated that upon buildout of these areas the cumulative peak wastewater flow would be 5.45-mgd. The limits of the properties that account for the projected 5.45 mgd of wastewater flows are depicted below in Exhibit 5.4. Based on that analysis, it was concluded that the SLSP pump station, as it is currently designed, would have adequate capacity for the SLSP and SP-1A.

Subsequent peer review by City wastewater consultant (Water Works Engineers), identified that the City Design Standards methodology used by the Project Applicant's engineer to calculated anticipated water infiltration and inflow (I&I) was not applicable to existing development within the Spring Lake Specific Plan development. Rather, the City's current methodology for determining I&I for existing development is to use the rain derived inflow and infiltration (RDII) via the "RTK" hydrological analysis using 5yr return 24hr duration design storm conditions. In using the 5yr/24hr RTK RDII methodology for existing development (approx. 680 acres) it was determined that projected build-out flows of Spring Lake Specific Plan and WRTP (SP-1A) would be approximately 7.4 mgd, which exceeds the current capacity of the SLSP Pump Station.

The existing pump station is currently operating with 2 aging 90 HP pumps, which have always been anticipated to be replaced at the end of their useful life of approximately 20 years. Installed in 2004, they will require replacement in the next 3 to 5 years.

Water Works Engineers prepared a Spring Lake Pump Station Capacity Enhancement Assessment Technical Memorandum wherein they identified alternatives to for increasing the capacity of the pump station through pump replacement, pump upsizing, and electrical upgrades. The report included the following conclusions:

- Existing flows from Spring Lake are nearing the capacity of the existing pumps operating one at a time; hence, without the installation of a planned third pump, the pump station will no longer have redundancy.
- Replacing the existing 2 pumps with modern 90 HP, efficient pumps will increase the capacity to approximately 3.7 mgd with redundancy for the current measured flows.
- New rain gauges have been installed that will provide updated information for future analysis.
- Adding a 3rd new 90 HP pump will increase the pump station capacity to approximately 7.5 mgd with the 3rd pump providing redundancy.

The timing of pump replacements and additions will be determined by the City based on the recommendations presented by Water Works Engineers; however, addition of a 3rd pump for backup redundancy will be required to develop SP-1A. Additional pump station upgrades will need to be analyzed in the future, or an alternative solution provided for subsequent SP-1B and/or SP-1C developments.

The discussion above focuses on the capacity of the SLSP Pump Station. An analysis was also conducted to determine if future wastewater generated from properties located within the ULL update area, specifically the portion of the Plan Area south of CR 25A could be conveyed via gravity flow. , The area hatched in the southwest corner of the Proposed Wastewater System (Exhibit 5.3)

(approximately 7.3 acres) will require either a lift station or several feet of fill soil to convey wastewater runoff to the existing gravity main in SLSP. The pump size for a lift station option has not yet been determined and would need to be based on wastewater flow rate generated by the land use at the time of site design. The cost for this improvement has not been included in the WRTP CIP. The capital and maintenance costs will need to be shared by the property owners that require the pump station for the development of their property.

The area in SP-1B that cannot be serviced via gravity in SP-1A is shown in Exhibit 5-4. A pump station along 25A and 3,000 LF of force main will be required to connect SP-1B development to the WPCF. Further details on the wastewater system are contained in the WRTP Wastewater Collection System Memo, prepared 3/31/20.

5.5 | STORMWATER MANAGEMENT

The proposed onsite drainage system will consist of collection and conveyance facilities that will carry stormwater via gravity generally from west to east through the SLSP area. Wherever feasible, storm drain pipes have been designed to flow full under gravity in the 10-year storm. Based on peak flow in major storm drain pipes during a 10-year storm, the existing downstream conveyance system has adequate capacity to accept the stormwater generated from the WRTP.

5.5.1 Existing Conditions and Stormwater Management System

The WRTP is relatively flat, with an elevation drop of about 10 feet west-to-east and a negligible elevation change north-to-south. West-to-east ground slopes range from 0.2% to 0.4%.

There are no natural streams or waterways on the WRTP, nor is there currently a developed onsite drainage system capable of managing future flows from development of the WRTP. Minor roadside ditches accept runoff from county roadways, and agricultural ditches and culverts currently manage local agricultural runoff within the Plan Area.

Under developed conditions, the drainage from the project site can be divided into six main sheds, as shown in the WRTP Stormwater Management Memo (7/12/23). The limit lines of the six proposed sheds are generally consistent with the shed limits originally identified in the 2004 Spring Lake Specific Plan (SLSP) Infrastructure Study Report (ISR) and reflected in subsequent updates to the City's South Urban Growth Area SDFMP.

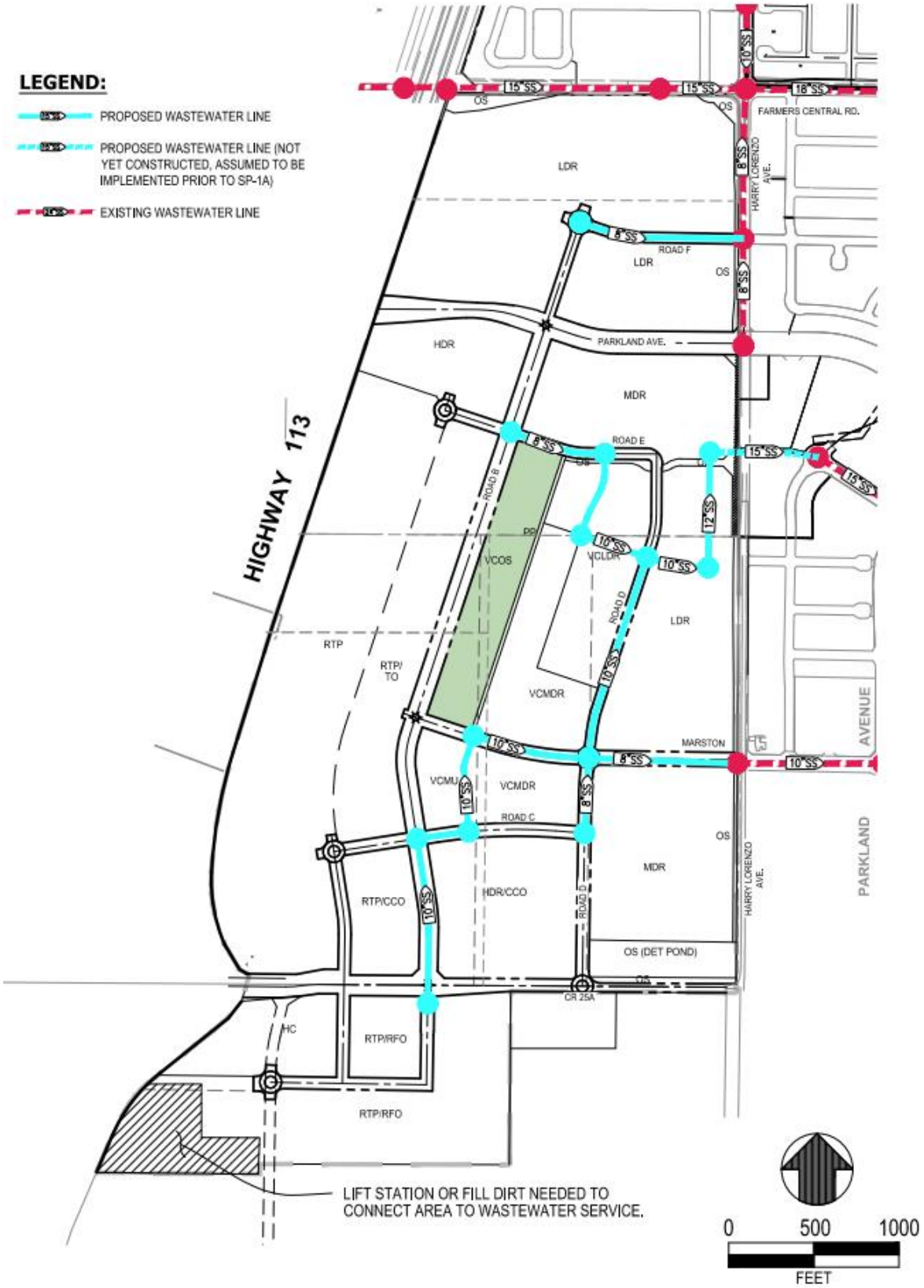


EXHIBIT 5-3: PROPOSED WASTEWATER SYSTEM

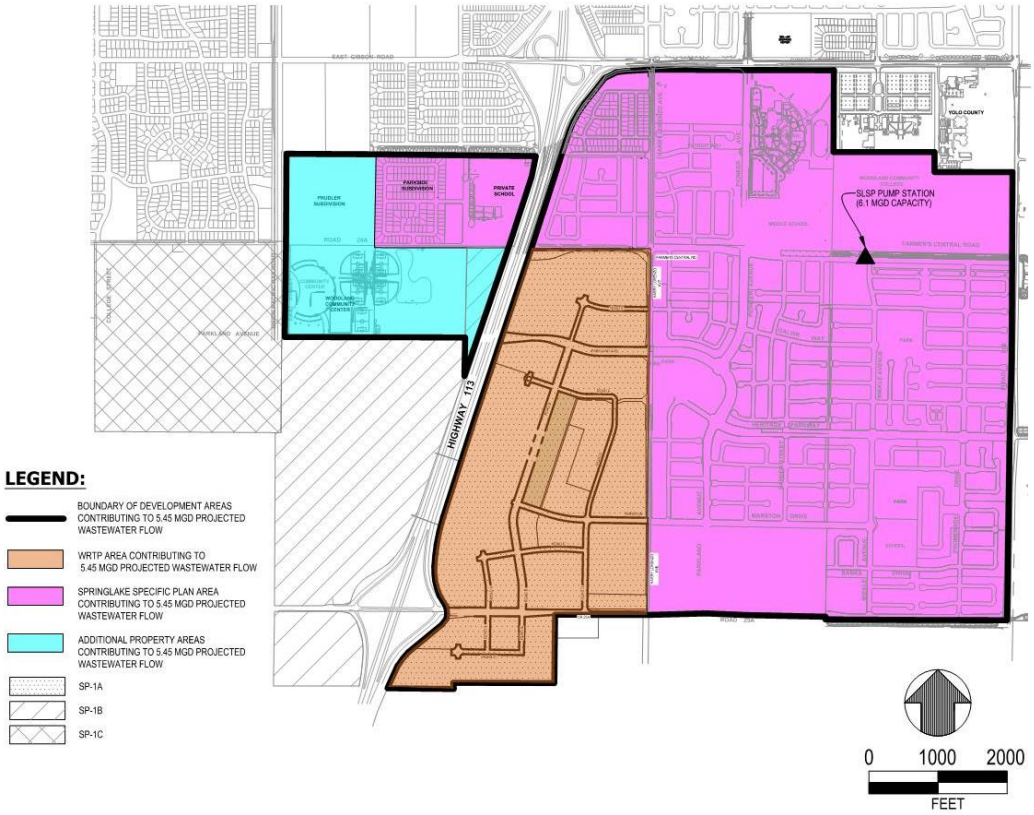


EXHIBIT 5-4: WASTEWATER CONTRIBUTING PROPERTIES

Along the east boundary of the Plan Area, an existing north-to-south channel runs along the west side of Harry Lorenzo Avenue (HLA) from Diggs Street to Marston Drive. This channel was constructed to intercept and convey agricultural runoff around the Solara Ranch development. The channel terminates in a culvert, outflowing to a channel on the western boundary of the Oyang South development, and eventually connecting to the unlined channel along the CR 25A corridor.

The South Urban Growth Area Storm Drain Facilities Master Plan (SDFMP) identifies two offsite sheds located west of SR 113 that drain to the WRTP site; 'HW20' (north of CR25A) and Shed 'SB1C1' (south of CR25A). The highway embankment of SR 113 forms a north-south barrier to agricultural drainage runoff originating from the west. As development of the WRTP proceeds, existing agricultural flows from west of SR 113 will, in general, continue to be routed around the south side of the WRTP along CR25A. As upstream existing agricultural areas are gradually replaced by development, agricultural drainage will diminish. As WRTP development adjacent to

the eastern green belt is constructed, development phasing plans will need to account for the relocation of agriculture storm drainage conveyances that are currently located in the Harry Lorenzo Avenue corridor.

The Federal Emergency Management Agency (FEMA) delineates the boundaries of the FEMA 100-year floodplain on the basis of hydrology, topography, and modeling of flows during specified design rainstorms. The maps indicate that the WRTP is located in Zone X, which depicts areas determined to be outside the 0.2% chance annual floodplain. There are no special development considerations or insurance requirements affecting the site.

According to the Natural Resources Conservation Service (NRCS) Soils Survey, the site area contains soils classified as Hydrologic Soil Group (HSG) 'B' (56% of site area) and HSG 'C' (41%), together with a small pocket of HSG 'A" (3%). North of Parkland Avenue, virtually all the site area is mapped as having HSG 'B' soils. South of Parkland, HSG 'B' predominates on the western portion of the site; HSG 'C' on the easterly portion.

5.5.2 Adjacent/Downstream Drainage Facilities

Downstream existing drainage facilities in the general vicinity of the WRTP include the following:

- 60" to 72" west-to-east storm drain pipe in Farmers Central Road corridor, from SR 113 to the head of the Farmers Central Channel (FCC) near Pioneer Avenue.
- 30" to 48" south-to-north storm drain pipe in Harry Lorenzo Avenue (HLA), draining to the above- referenced 72" pipe.
- 60" to 66" south-to-north storm drain in Pioneer Avenue, draining to FCC (with an upstream 54" to 60" pipe proposed between HLA and Pioneer).
- 48" to 2-66" west-to-east storm drain pipe in Heritage Parkway, plus a 30" west-to-east storm drain pipe extension which may be installed prior to initial construction of the WRTP. If it is not constructed by others prior to SP-1A, then an easement will need to be reserved for a proposed 30" storm drain pipe extending from Heritage Parkway.
- 42" north-to-south storm drain within the existing right-of-way of HLA extending from the south side of CR25A approximately 40 north of the northern 25A right-of-way. Said pipe outfalls into an unlined channel located along the south side of CR 25A (see next item below).
- West-to-east unlined channel along the south side of the CR 25A corridor, beginning east of HLA and continuing east.

5.5.3 Proposed Stormwater Management System

The proposed onsite drainage system will consist of a system of collection and conveyance facilities, which will carry stormwater via gravity generally from west to east towards HLA. From there, existing offsite facilities will convey runoff to the east through the SLSP area.

Major constraints affecting storm drainage for the WRTP include limited fall for gravity drainage, (particularly in a north/south direction), and a significant upstream area discharging agricultural runoff through the development area.

1. PROPOSED CONVEYANCE SYSTEM

The major parameters to be used in the design of storm drainage facilities for the WRTP will include the computed peak flow rates and runoff volumes for selected design. For the onsite conveyances, the key parameter is the peak runoff rate (10-year for pipes, 100-year for channels and overland release). For offsite conveyances (such as those originating from SP-1B), the key parameter is the 100-year peak runoff rate. For regional detention facilities, key sizing parameters are the 100-year peak flow and runoff volume.

10-Year Storm Routing. Developed on-site flows will be conveyed generally from west to east through new storm drainage pipes. Pipes will usually be located in public streets or in proposed storm drain easements. Storm drain pipes will be designed to flow full under gravity in the 10-year storm. In general, the 10-year hydraulic grade line (HGL) is typically contained within the pipe wherever feasible. If the 10-year HGL rises above the pipe soffit, designs will seek to maintain the HGL at least 1 foot below finish grade.

100-Year Storm Routing and Release Point. The downstream (east) edge of the overall WRTP shed lies along the HLA corridor, and 100-year release points from the overall shed are in general expected to be along HLA between CR 25A and the FCC.

Within the Plan Area, on-site flows in excess of pipe capacities (i.e. in excess of the 10-year flows) will be conveyed overland via collector and arterial streets, and in greenbelt corridors. Release points for the 100-year storm will be provided for all onsite developed drainage sub-areas. It is expected that the overland flow patterns will generally follow the direction of piped (10-year) flows.

In general, local street profiles are expected to be designed such that low points overflow when the water depth reaches a maximum of 1 foot. Overflows should be able to "cascade" over successive local street high- points to an outlet downstream. Individual development sites (such as single-family subdivisions, multifamily apartment sites, or portions of the research park/business park element) should typically be designed such that their 100-year release points discharge to an abutting collector or arterial street,

Such streets will have an overland flow path to the downstream end of the WRTP. Overland release may also be to an abutting channel, sized for the 100- year/24-hour peak flow with one foot of freeboard. Alternatively, overland flow may be conveyed in greenbelts provided that (a) the

greenbelt connects directly to a downstream channel or arterial street, (b) the greenbelt can be shown to have sufficient hydraulic capacity to carry the 100-year flow from its ultimate developed contributing area, and (c) frequent flows will not compromise the primary function of the greenbelt as an amenity.

Runoff from offsite shed HW20, located west of SR 113 and north of CR 25A, will be intercepted by a proposed onsite interceptor/conveyance channel to run along the east side of SR 113 and then for about 500 LF along the north side of CR25A. It will be sized for the estimated 100-year peak discharge from the existing (undeveloped) HW20 shed.

Allowance will be made on one side of the channel for a 12- foot maintenance/access road. The downstream segment of the swale along CR 25A will discharge to a proposed 54" to 60" storm drain pipe just west of the proposed intersection of CR25A with WRTP Road 'A'. The pipe, to be sized for the 100-year peak flow from HW20 plus contributing areas in the WRTP, will cross onto the south side of CR 25A and continue east to the proposed South Regional Pond (SRP).

The SRP will be located east of SR113, just south of CR25A. Adequate storage should be provided to manage development from a portion of the sheds located east of SR113. The sizing of the pond is currently shown on Figure 5-5 as approximately 4.5 acres. This sizing is preliminary and will be refined in conjunction with the design of backbone infrastructure for the southern portion of the WRTP.

Outfall from the SRP will be via a drainage channel (approximate size is shown on Section T included in Chapter 4) that will connect to the existing channel located along the southern boundary of Spring Lake. There is an existing 8" gas main in a north-south alignment along the west side of the gravel extension of Harry Lorenzo Ave which the channel will need to cross to connect to the existing channel. To connect the channels together and avoid vertical relocation of the gas main, one 4' high by 6' wide box culvert will be required.

2. STORMWATER QUALITY, LOW IMPACT DEVELOPMENT (LID) AND HYDROMODIFICATION CONSIDERATIONS

Based on the requirements of the State Water Resources Control Board (SWRCB) NPDES General Permit, water quality (WQ) treatment design for the WRTP will be addressed by implementing LID measures, standard Treatment Control BMPs, and 'end-of-pipe' WQ storage within existing and proposed detention basins and upland LID-style runoff-reduction measures and end-of-pipe detention storage within existing and/or proposed detention basins. Key LID elements will include:

At-source drainage management. This entails integration of small-scale distributed drainage management features such as shallow, decentralized surface detention areas and/or infiltration

areas that are consciously designed into streetscapes and individual site landscapes throughout the project area. An at-source drainage management approach encourages the use of drainage as a design element, rather than solely as a functional requirement. Landscape and engineering designs for proposed developments within the project site should be developed collaboratively from the outset.

Reduction of new impervious areas. This can be accomplished with compact building footprints, alternative driveway layouts and/or materials, narrower roadway cross-sections (as appropriate), pervious pavement and efficient parking layouts. For all parking lots, the following elements can help reduce impervious areas:

- Efficient layouts that seek to minimize the overall area of the lot on a per-parking-space basis.
- Examination of parking minima/maxima, with the intention of not 'overparking' site designs.
- Construction of parking areas from pervious materials.
- Exploration of shared parking opportunities for adjacent non-concurrent uses.
- Use of tree canopies for runoff interception.

Disconnection of new impervious areas. This can be accomplished through judicious site design that places pervious areas (landscaping and/or pavement) downstream of a site's impervious surfaces (roofs and conventional pavement), with site grading/landscaping designs that provide for sheetflow from those impervious surfaces onto pervious surface areas. This would include avoidance of direct connection of roof downspouts to the receiving storm drain pipe system and landscaped areas immediately upstream of DI's receiving runoff from new pavement areas. Treatment Control BMP's will typically include:

- Vegetated swales. Swales can be readily integrated into most site developments provided they are planned for at an early stage of the site design. The key is in integrated planning and design collaboration between all members of the site design team.
- Stormwater planters/rain gardens. Similarly, integrated design of site improvements can allow for the incorporation of rain gardens into planned low points in the site landscape areas.
- Pervious pavements. These can be well-suited to parking lots and access drives. They may consist of pervious asphalt, pervious concrete or pavers.
- End-of-Pipe Water Quality Storage. Proposed detention basins serving the Site will include a water quality component, typically a shallow (roughly 1' to 3' deep) water-quality retention pool below the detention storage pool.

5.5.4 Phasing of Drainage Facilities

Phasing of drainage facilities within the Plan Area will be mostly guided by development phasing. However, installation of major facilities to serve the Plan Area is expected to proceed from downstream to upstream (i.e. east-to-west from HLA towards SR113).

The SDFMP estimates that 30 cfs of pumping and construction of the North Regional Pond will accommodate the buildout of the SLSP plus approximately 80 additional acres of currently unbuilt residential development, flowing to the existing Farmers Central Channel, in addition to the SLSP. These improvements have recently been constructed. Since these improvements benefit other properties, the WRTP will be required to contribute a pro rata financial share toward the construction of these regional facilities. It is assumed that non-residential development could alternatively be accommodated, as long as the development acreage is hydrologically equivalent to 80 acres of residential use. Development of more than the equivalent of 80 acres within the WRTP will trigger further improvements to the new pump station, the East Main Channel and the Yolo Bypass Outfall.[1]

As a result of modeling being performed for the City's North Area, by the City's drainage consultant (Wood Rodgers) it has been determined that a greater allowable flow over the downstream High Line Ditch than previously modeled is likely. With the recently installed downstream infrastructure upgrades described above and an assumed higher allowable spill over the High Line Ditch, it is anticipated that more development in the Plan Area can occur before triggering additional Plan Area or downstream improvements.

Revised baseline conditions modeling and detailed information defining the operational capacity of the recently installed infrastructure will need to be determined prior to allowing development beyond 80 residential equivalent acres to proceed.

5.5.5 Land Acquisition for Drainage Easements

Land acquisition or easement requirements for regional drainage facilities will consist of:

- An easement on the Beeman property south of CR25A for the proposed SRP.
- Easement for a north-to-south interceptor/conveyance and gravel access road along the east side of SR 113 (north of CR25A), and a west-to east conveyance and gravel access road along CR25A to convey runoff from SDFMP subshed 'HW20' to the SRP.
- Easement for a south-to-north conveyance east of SR113 (south of CR25A) to convey runoff from SDFMP subshed 'SB101' to the SRP.

Exhibit 5-5 depicts the proposed backbone infrastructure for drainage and stormwater management. More detailed information is contained in the WRTP Stormwater Management Memo (7/12/23).

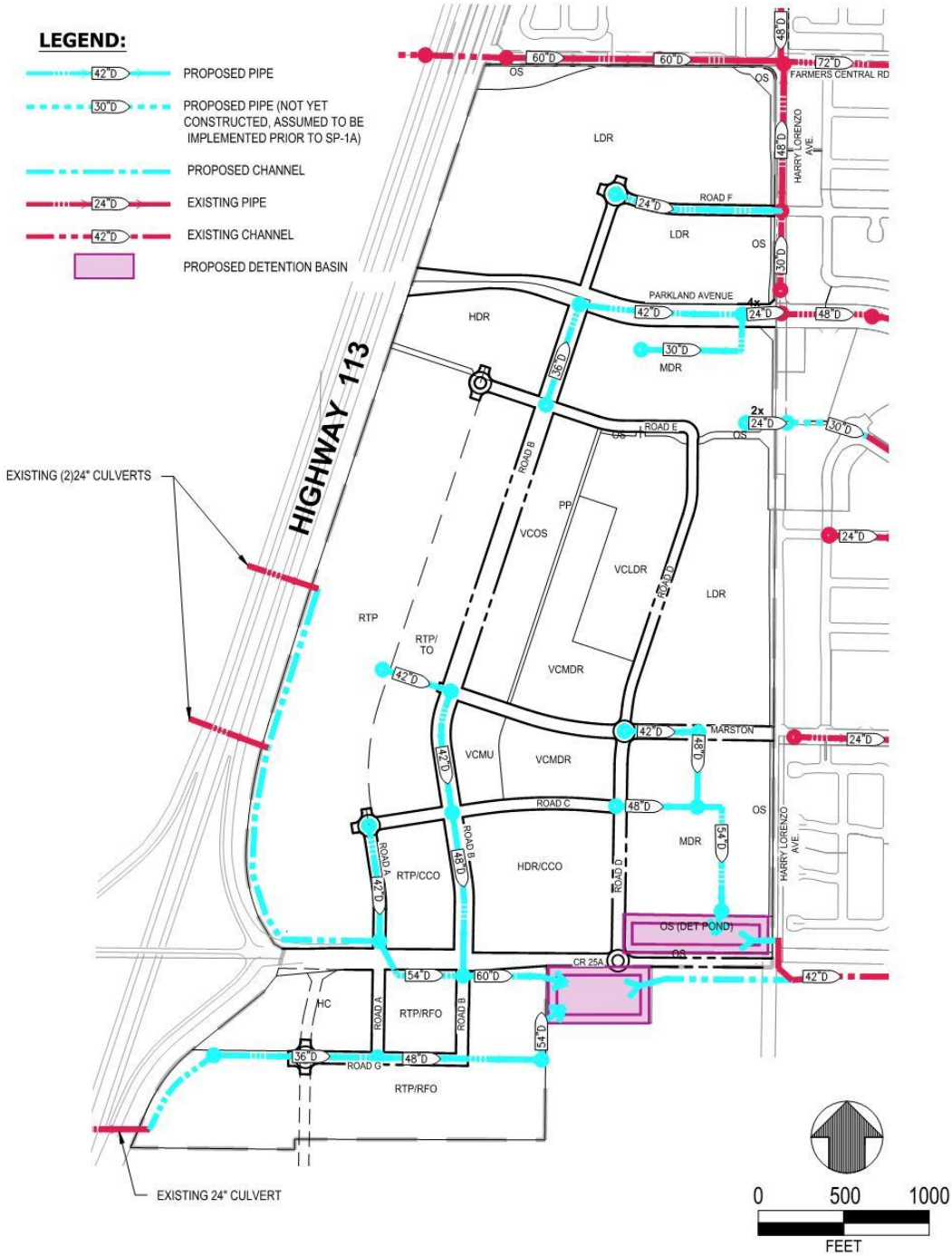


EXHIBIT 5-5: PROPOSED DRAINAGE AND STORMWATER SYSTEM

5.6 | ELECTRIC POWER

5.6.1 Existing Conditions

Pacific Gas and Electric (PG&E) provides electricity and gas to the City. In June 2018 Valley Clean Energy began providing electricity in Woodland as "cleaner energy" alternative; however, distribution of said electricity remains the responsibility of PG&E.

PG&E operates and maintains a 60 kV electric transmission line, along with corresponding distribution facilities, adjacent or within the project site boundaries. Land uses are restricted along the transmission facilities.

The 60kV electric transmission line is located immediately north of the WRTP within the Farmers Central utility corridor. Generally, it is considered infeasible to underground high voltage electric transmission lines; however, the poles are located along the northern portion of the Farmers Central utility corridor and are not anticipated to be an impact to developing the project.

A 12kV overhead electric distribution line currently exists along the east boundary of the WRTP along Harry Lorenzo Avenue from Farmer's Central Road to and continuing south of CR 25A. The poles are located along the west side of Harry Lorenzo Avenue from Farmers Central Road and transition to the east side of the roadway approximately ½-mile to the south. A service pole line extends into the interior of the WRTP approximately 2,300 feet north of Harry Lorenzo Avenue to provide power to the agricultural buildings.

Similarly, there is another 12kV distribution line along the north side of CR25A which continues northwards within the WRTP adjacent to the Highway 113 northbound onramp, to a point approximately 1,000 feet north of 25A where it provides power to an irrigation well prior to crossing HWY 113 toward the west. A second irrigation well located approximate 3,100 feet north of 25A along HWY 113 receives power from a service line from the west side of the highway, terminating at the well.

5.6.2 Planned Improvements

Implementation of the Specific Plan will require expansion of electrical distribution and transmission lines and related facilities. In addition to adding new distribution feeders, the range of electric system improvements needed to accommodate new growth may also include upgrading existing substation and transmission line equipment, expanding existing substation(s) to their ultimate build-out capacity, building new substations, and interconnecting transmission lines. The new development will be responsible for the costs associated with the necessary expansion and upgrading of the systems. Any authorized provider may provide the service.

More specifically, existing 12kV overhead electric distribution lines along Harry Lorenzo Avenue and/or CR25A may remain in place until adjacent property within the Plan Area is developed, at which time they shall either be placed underground or eliminated if the development is served from an alternative corridor. Similarly, as existing facilities within the Plan Area are taken offline overhead services to them shall be removed and new underground service in a joint trench shall be provided for the WRTP facilities.

5.7 | NATURAL GAS

5.7.1 Existing Conditions

PG&E operates and maintains an 8-inch gas transmission line, within and extending south of the project site along the west side of Harry Lorenzo Avenue.

Implementation of the Specific Plan will require the expansion of distribution and gas transmission lines, and related facilities to serve the WRTP. The new development will be responsible for the costs associated with the necessary expansion and upgrading of these systems. Any authorized provider may provide the service.

5.7.2 Planned Improvements

Initial gas service will likely be extended from gas distribution mains installed for the Spring Lake Specific Plan. Tying into the existing 8-inch gas transmission line would likely require the installation of a regulation station. The service provider will determine the desired distribution system.

Preliminary information regarding the depth of the 8-inch main indicates that to accommodate the proposed outfall conveyance channel from the South Regional Detention Pond a 4' x 6' box culvert will be required to be installed below the main to connect to the existing downstream channel. See Section 5.5.3 of this chapter for additional information regarding the box culvert.

5.8 |TELECOMMUNICATIONS

5.8.1 Existing Conditions

AT&T provides telephone service to existing land uses within the WRTP boundaries. Implementation of the Specific Plan will require the expansion of telephone system to serve the WRTP Area. The new development will be responsible for the costs associated with the necessary expansion and upgrading of any authorized system. Initial service will likely be extended into the WRTP along Harry Lorenzo Avenue.

Wave Broadband provides television cable and broadband to the Plan Area.

5.9 | FIRE PROTECTION

The project site is within the jurisdiction of the Woodland Fire Department which provides fire protection services and emergency medical services within the City and to unincorporated areas in the vicinity. The City of Woodland serves its community with three permanent fire stations, each of which is staffed by firefighters 24 hours a day, 7 days a week.

The closest station to the Plan Area is Station Three located at 1550 Springlake Court, on the east side of SR 113, approximately 2 miles north of the Plan Area. The Departments' current Insurance Services Office (ISO) rating is three, with one indicating excellent service and ten indicating minimal or no protection. ISO ratings reflect firefighting personnel, equipment, and response times. The City has a maximum "first response" standard of four minutes.

The City plans to relocate Fire Station Three to the former Willow Spring Elementary school site, which is located at the northwest corner of Bourn Drive and Gibson Road., as shown on Exhibit 5-6, Public Services Proximity. The future Fire Station Three, located approximately one-half mile north of the Plan Area, will provide service to the Plan Area.

5.10 | LAW ENFORCEMENT

The Woodland Police Department will provide law enforcement services in the Plan Area. The Department currently services the community through a four police beat deployment model. With the geographic expansion of the city as the General Plan Growth areas build out, a fifth police beat is planned to be added; however, it is not anticipated to be located within the Plan Area. The existing Police Station and Administration building at Lincoln Avenue and 6th Street is sufficiently sized to provide Police service levels through build out of the Plan Area. The Police Department also provides parking enforcement services for the community. With the mixed use and denser nature of the project, the need for permit parking and time parking zones is likely. In the event this occurs, use of new technologies will be utilized to reduce resources needed for enforcement and monitoring.

5.11 | PARKS, RECREATION FACILITIES, AND PROGRAMS

Parks and recreational facilities and programs are provided by the City's Community Services Department. The Community Services Department also provides recreation programs to City residents and visitors. Examples of programs include youth sports, adult sports, youth and adult aquatics classes, senior services, youth and adult enrichment programs and various other leisure and recreation opportunities.

The City of Woodland proudly provides more than 394 acres of parks and recreation facilities, including 149 acres of developed parkland and 24 acres of other facilities, including mini neighborhood and community parks, a community sports park, a 50-meter aquatics complex, and six recreational facilities, including the 13-acre Woodland Community & Senior Center. Park sites within proximity to the Plan Area are shown on Exhibit 5-6.

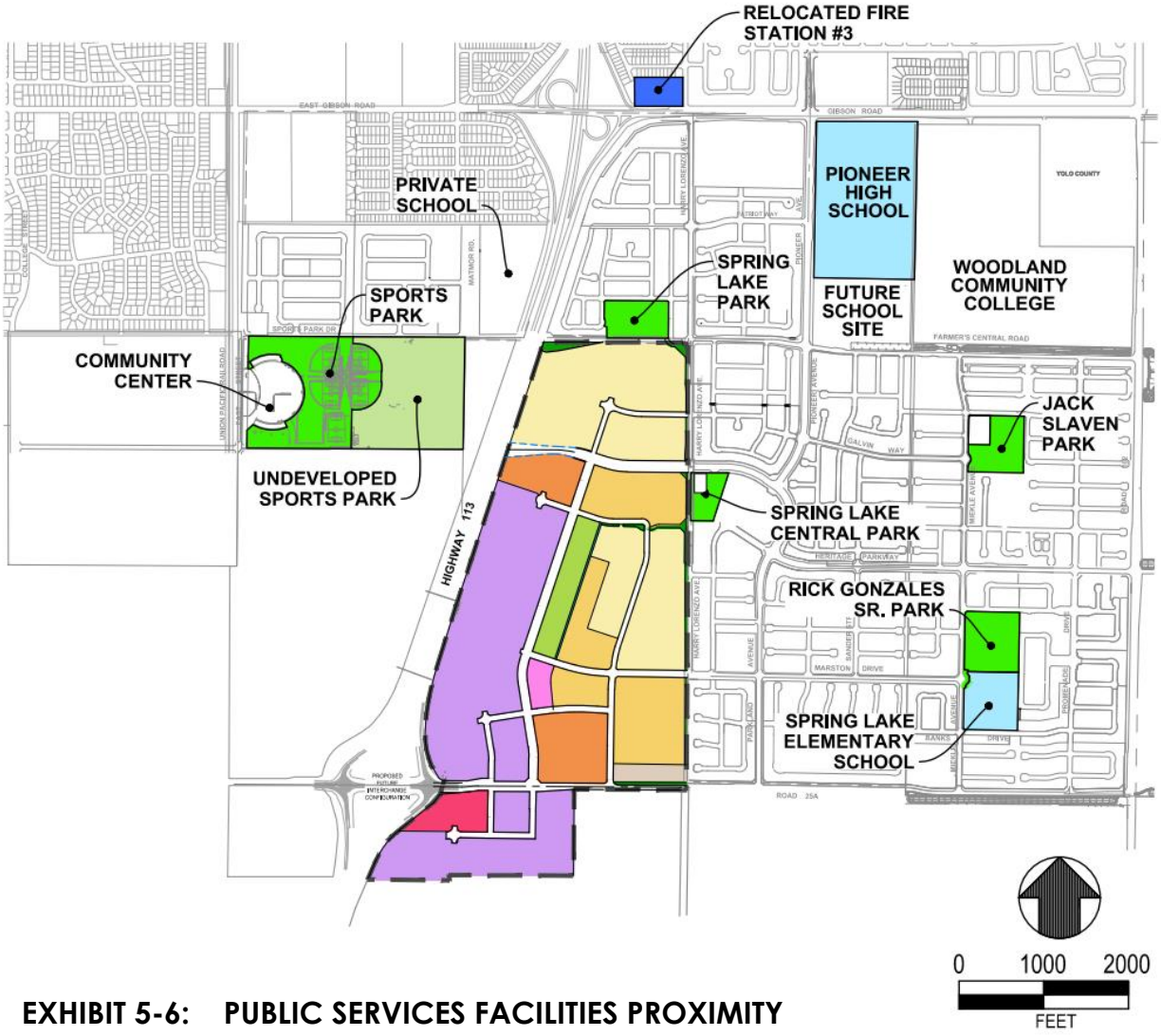


EXHIBIT 5-6: PUBLIC SERVICES FACILITIES PROXIMITY

The City's General Plan establishes a goal of providing 6.0 acres of parks for every 1,000 residents and encourages the distribution of parks such that every residence is within a one-quarter mile of a neighborhood park. Based on average person per household factor, the Specific Plan would result in a build-out population of 4,386 which equates to providing approximately of 26.3 acres of parks, as shown in Table 5.5.

5.11.1 Proposed Park and Recreation Facilities

The parks and open space system is a key feature required in order to meet the health, wellness and support of community values envisioned for the Plan Area. The interconnected open space, active and passive recreation facilities will provide ample places for physical activity and provide places for residents to meet, socialize and play. Together, the park and open space amenities provide a full range of active and passive recreation opportunities to help form a unifying element of the community. The land use plan allocates 11.6 acres of park and 6.0 acres of greenbelts. Park and open space acreage calculations are shown in Table 5.6.

Table 5.5 Estimated Park Land Requirements

Land Use	Estimated D.U.	PPH Factor	Population	Plan Area Park Acres 6 acres*/1000
Low Density	500	3.01	1,505	
Medium Density	600	3.01	1,806	
High Density	500	2.15	1,075	
Total units	**1,600**		**4,386**	**26.316 acres**

Source for Population per household factors is WMC Section 16.48.020.

Parks and open space provided in the Plan Area are shown on Exhibit 5-7 and include the following park classifications:

1. MINI/POCKET PARKS AND PLAZAS

Privately maintained mini/pocket parks, plazas, courtyards and common areas, typically range from 0.1 to 1.0 acres, and serve as amenities within the multi-family developments and within the RTP and commercial zones. A 0.5-acre pocket park, located east of Road E along the HLA greenbelt, will function as a neighborhood amenity, a trailhead and provide a connector between the Plan Area and the adjacent Spring Lake Community Park.

2. NEIGHBORHOOD PARKS

Neighborhood parks provide mostly passive recreation uses, serving neighborhoods within a range of about one-half mile (or a 10-minute walking distance). The 10.8 acre park, named The Yard, is designated as the neighborhood park to serve the Plan Area.

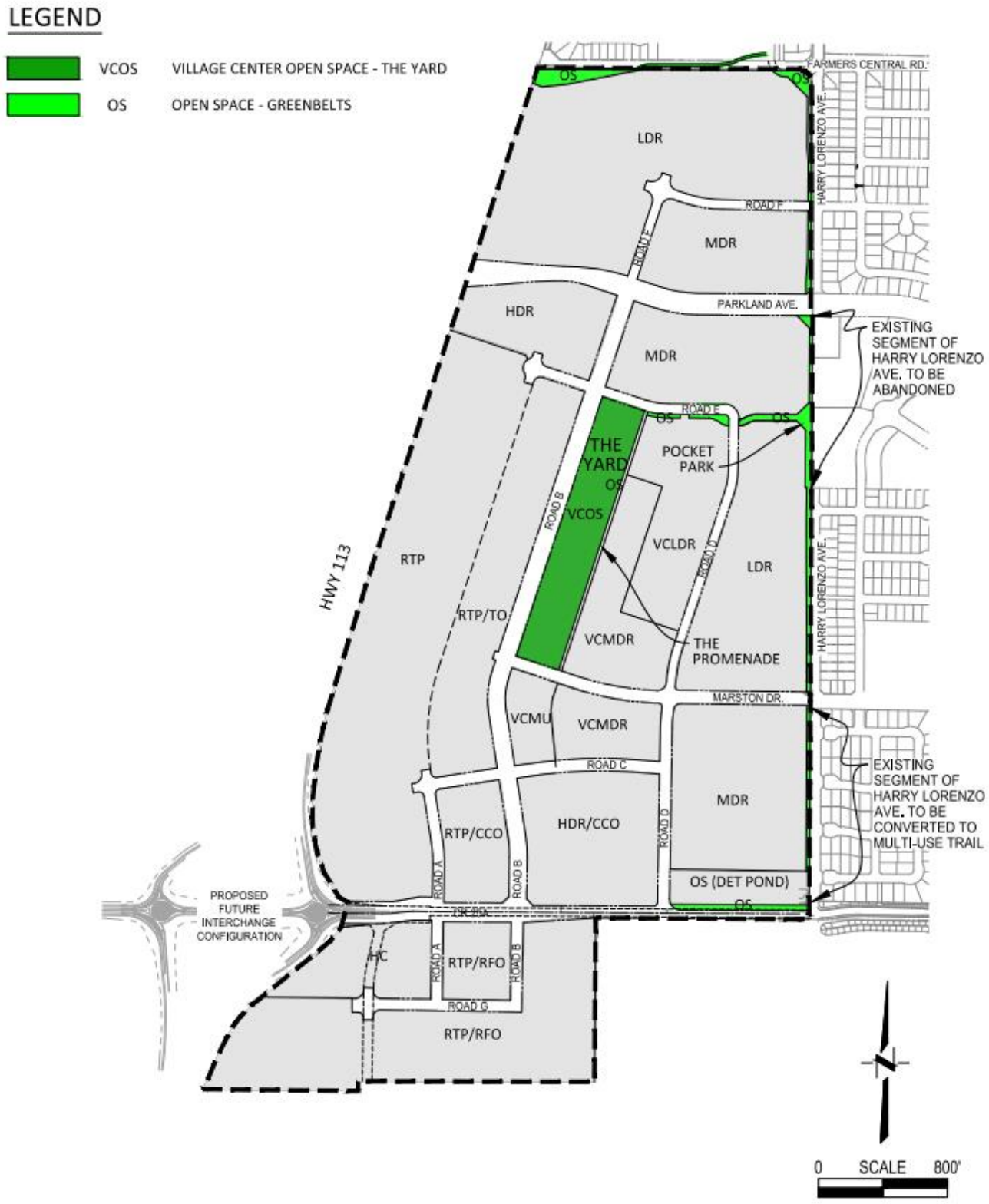


EXHIBIT 5-7: PROPOSED PARKS/GREENBELTS

3. GREENBELTS AND MULTI-USE TRAILS/PATHS

Greenbelts are envisioned as landscaped, open space areas to be used for recreation and non-motorized transportation. Greenbelts may be designed to include playgrounds, open turf or planted areas, shade trees, plazas, picnic areas, and are connected by bike/walking paths. Greenways for the WRTP also provide stormwater management, including drainage and connections to open space areas used for stormwater detention/retention. The Land Plan allocates a total of 6.0 acres of open space for green belts, as shown in Exhibit 5-7. Additionally, the Plan includes 5 miles of multi-use trails and paths that along with the greenbelts and parks, create a network of off-street biking and walking paths.

The greenbelts provide vital pedestrian and non-motorized connectivity within the Plan Area and to the adjacent land uses. The primary greenbelt facilities in the Plan Area are located along Harry Lorenzo Avenue, along the extension of Farmer's Central Road and as a connection from the proposed Spring Lake Central Park to the Plan Area's Central Green.

The greenbelt extending from the Road E/Road D intersection to the Eastern Greenway Connector will be 40 feet wide and have a 10 foot wide shared use path.

Eastern Greenway Connector – Harry Lorenzo Multi-Use Trail

A greenway along the eastern edge of the Plan Area will serve as a central spine, connecting the Plan Area to the existing Spring Lake development to the east. Located along the western edge of Harry Lorenzo Avenue, the greenway will extend the entire length of the Plan Area between CR 25A and Farmers Central Road. South of Marston Drive, the existing pavement in Harry Lorenzo Ave will be removed and the existing right-of-way will be utilized for the greenway. This facility will be more informal in nature with a 10-foot wide shared use path that gently meanders through landscaped open spaces. Multiple trail connections to Plan Area subdivisions will be provided to connect pedestrian and bicycle traffic to the linear greenway and to/from the adjacent Spring Lake community. Intersections with Marston, Parkland, and Road F will be designed with a distinctive treatment to clearly delineate each crossing.

PG&E maintains and operates an existing high-pressure gas transmission main within the corridor. Landscaping within the vicinity of the transmission main shall conform with PG&E planting zone guidelines. The planting zones are identified as the Pipe Safety Zone, the Border Zone, and the Outer Zone. Generally allowable groundcovers, shrubs, and tree sizes for each zone are defined below:

Pipe Safety Zone: Lawns, flowers, low=profile grasses and low-growing herbaceous plants.

Border Zone: Small to medium shrubs with a trunk or main branch less than 8" in diameter at full maturity, measured at 4.5 feet from the ground.

Outer Zone: Large shrubs and small trees with a trunk less than 36" at full maturity measured at 4.5 feet from the ground.

The relationship of the path location relative to the gas main and the corresponding landscape zones are depicted on the following Sections U-U through Y-Y. The path and greenbelt amenities shall be designed in accordance with the Multi-Use Trail section in Chapter 4.

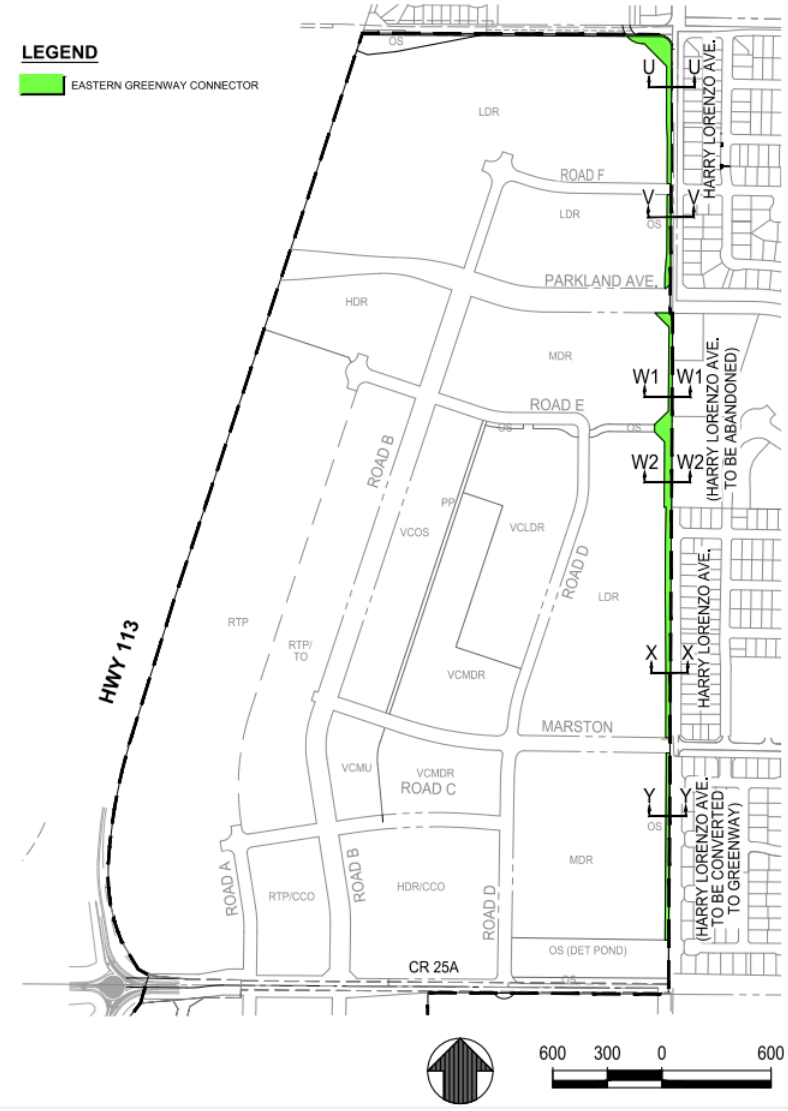
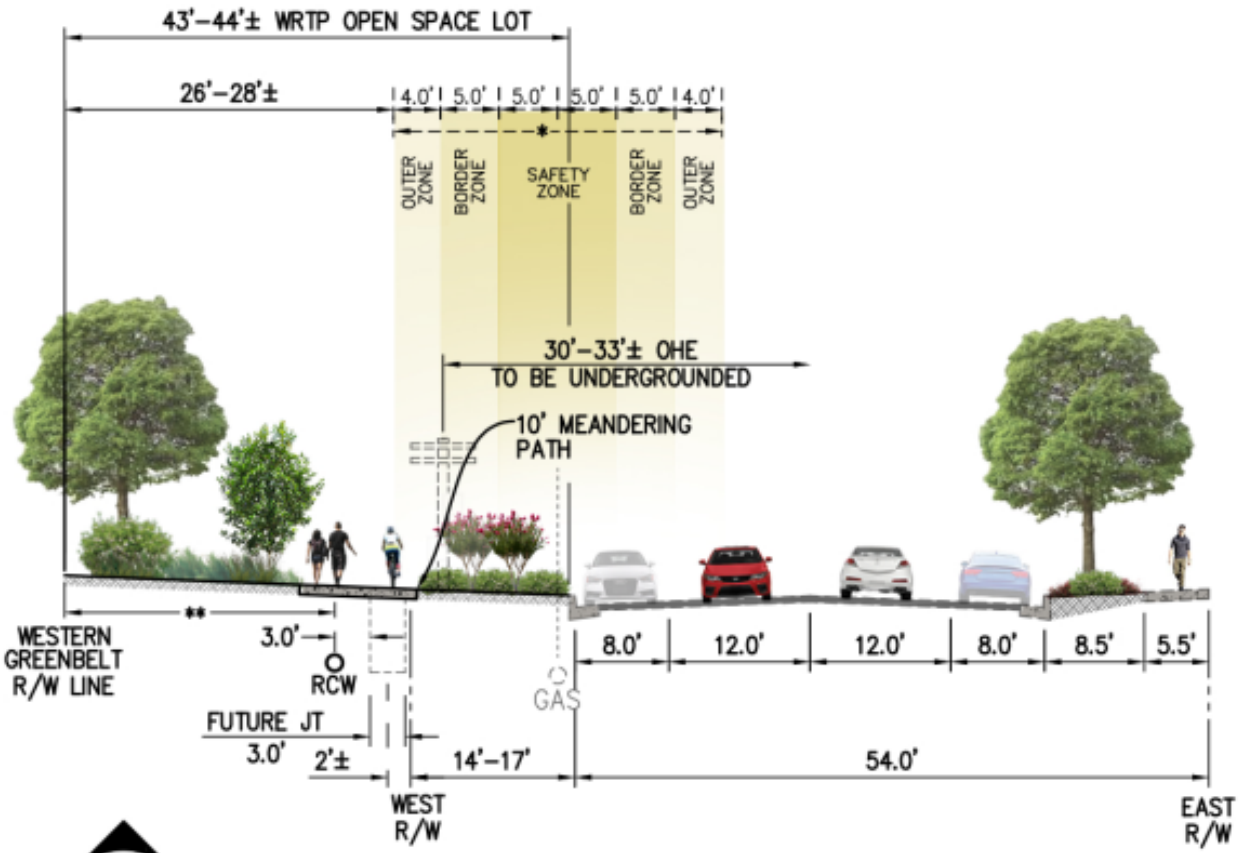


EXHIBIT 5-8: EASTERN GREENWAY CONNECTOR



U

HARRY LORENZO AVENUE

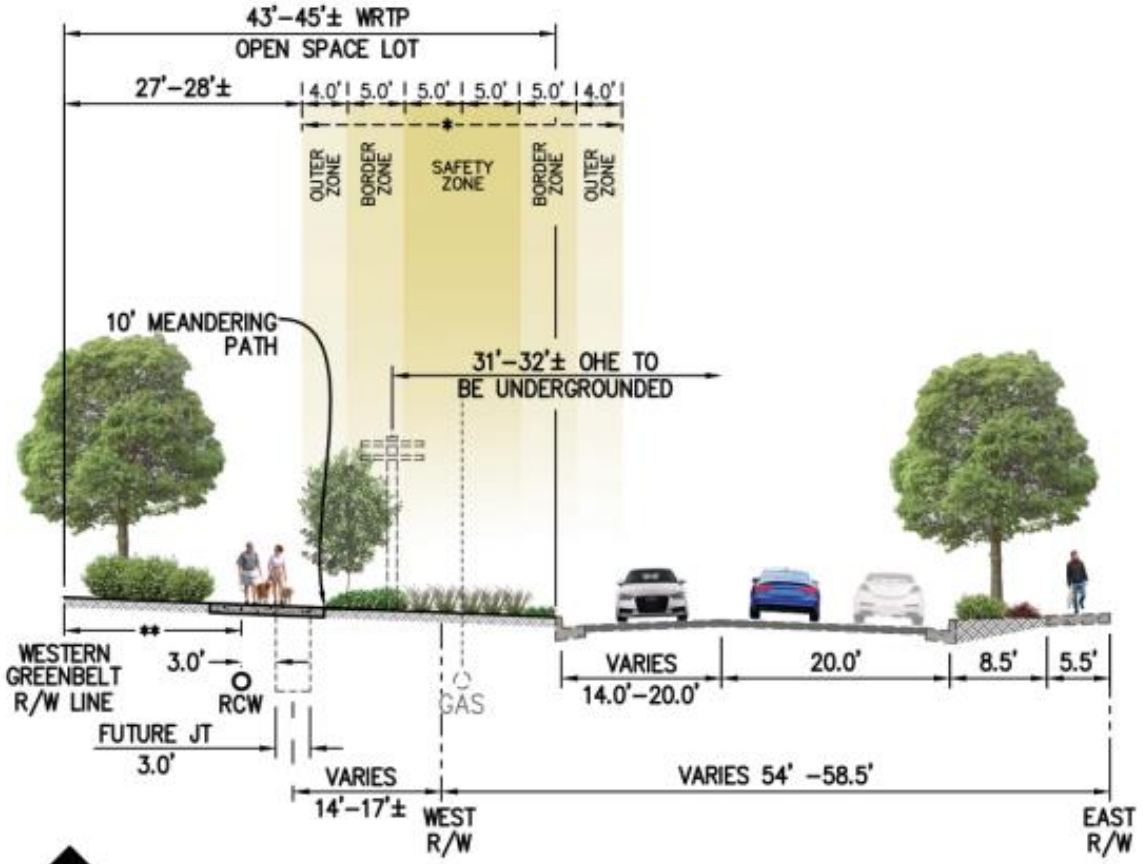
ADJACENT TO HEIDRICK RANCH, PH 2 & 3

* PG&E RESTRICTED PLANTING ZONES

** IT IS THE INTENT OF THE SPECIFIC PLAN TO PROVIDE 22' CLEAR FROM THE WESTERNMOST UTILITY TO THE WESTERN GREENBELT PROPERTY LINE. IF THE JOINT TRENCH IS PLACED WEST OF THE RECYCLED WATER, THEN THE SIZE OF THE GREENBELT SHALL BE INCREASED TO PROVIDE 22' CLEAR DISTANCE.

LEGEND:

SAFETY ZONE	LAWNS, FLOWERS, LOW–PROFILE GRASSES AND LOW–GROWING HERBACEOUS PLANTS.
BORDER ZONE	SMALL TO MEDIUM SHRUBS WITH TRUNKS OR MAIN BRANCH LESS THAN 8" IN DIAMETER AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.
OUTER ZONE	LARGE SHRUBS AND SMALL TREES WITH A TRUNK LESS THAN 36" AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.



V

HARRY LORENZO AVENUE

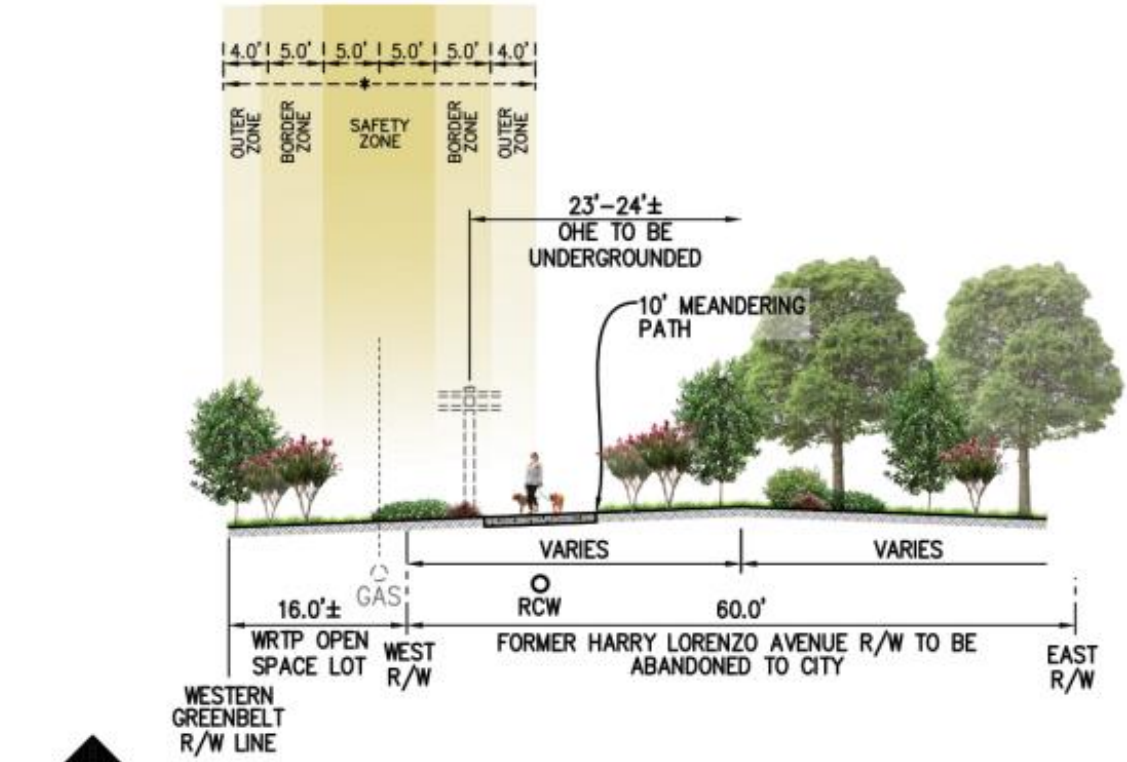
ADJACENT TO SPRING LAKE CENTRAL - PHASE 3

* PG&E RESTRICTED PLANTING ZONES

** IT IS THE INTENT OF THE SPECIFIC PLAN TO PROVIDE 22' CLEAR FROM THE WESTERNMOST UTILITY TO THE WESTERN GREENBELT PROPERTY LINE. IF THE JOINT TRENCH IS PLACED WEST OF THE RCW, THEN THE SIZE OF THE GREENBELT SHALL BE INCREASED TO PROVIDE 22' CLEAR DISTANCE.

LEGEND:

SAFETY ZONE	LAWNS, FLOWERS, LOW–PROFILE GRASSES AND LOW–GROWING HERBACEOUS PLANTS.
BORDER ZONE	SMALL TO MEDIUM SHRUBS WITH TRUNKS OR MAIN BRANCH LESS THAN 8" IN DIAMETER AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.
OUTER ZONE	LARGE SHRUBS AND SMALL TREES WITH A TRUNK LESS THAN 36" AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.



W1

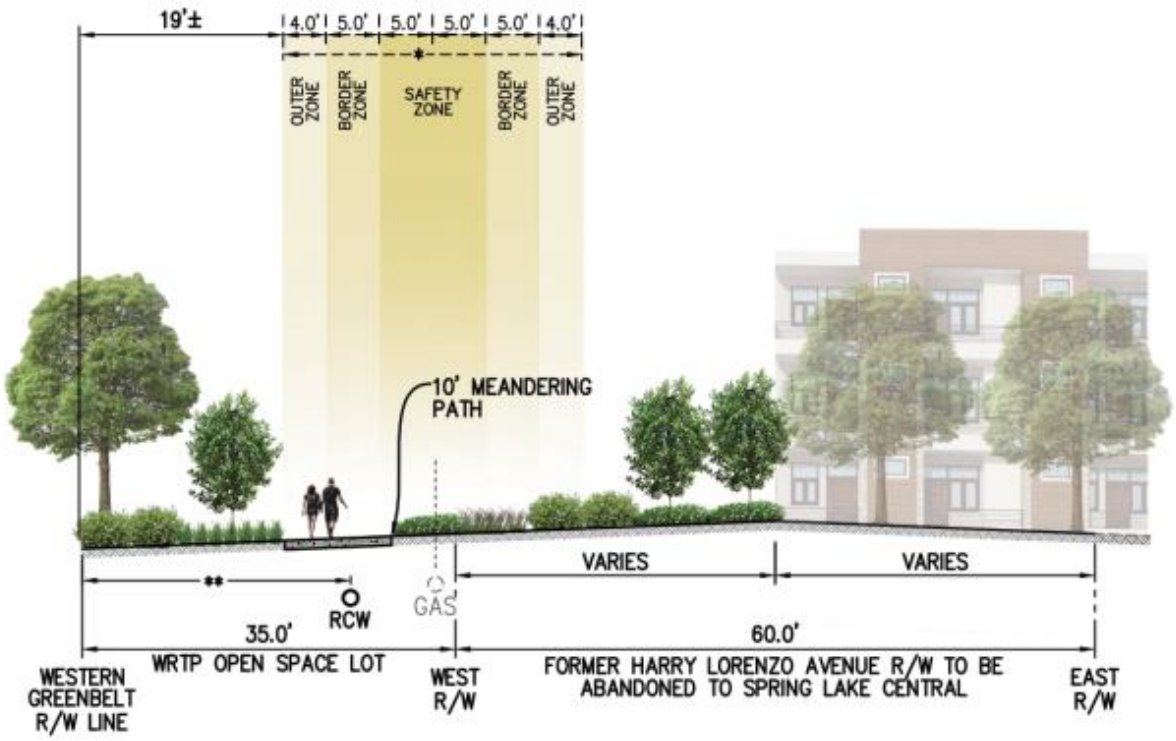
HARRY LORENZO AVENUE

ADJACENT TO SPRING LAKE CENTRAL PARK

* PG&E RESTRICTED PLANTING ZONES

LEGEND:

SAFETY ZONE	LAWNS, FLOWERS, LOW-PROFILE GRASSES AND LOW-GROWING HERBACEOUS PLANTS.
BORDER ZONE	SMALL TO MEDIUM SHRUBS WITH TRUNKS OR MAIN BRANCH LESS THAN 8" IN DIAMETER AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.
OUTER ZONE	LARGE SHRUBS AND SMALL TREES WITH A TRUNK LESS THAN 36" AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.



W2

HARRY LORENZO AVENUE

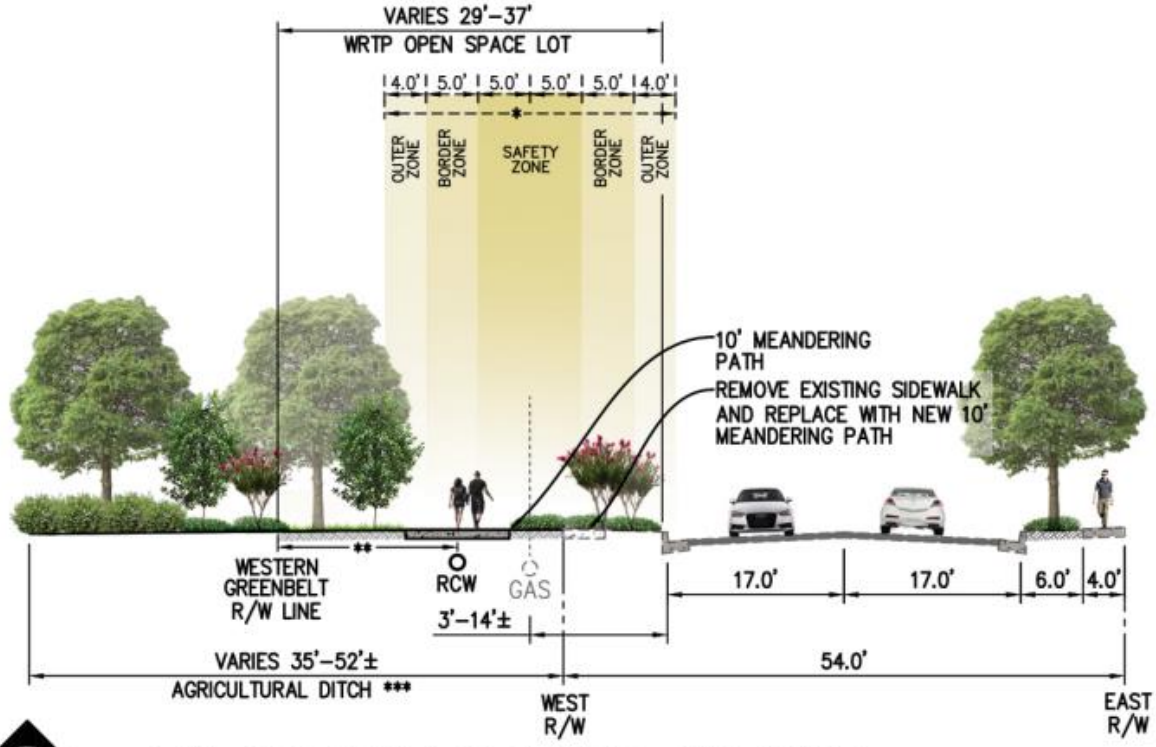
ADJACENT TO SPRING LAKE CENTRAL MULTI-FAMILY SITE

* PG&E RESTRICTED PLANTING ZONES

** IF JOINT TRENCH IS EXTENDED IN THE GREENBELT IN THIS CROSS SECTION THEN THE WIDTH OF THE GREENBELT SHALL BE INCREASED TO PROVIDE 25' CLEAR FROM THE WESTERNMOST UTILITY TO THE GREENBELT PROPERTY LINE.

LEGEND:

SAFETY ZONE	LAWNS, FLOWERS, LOW-PROFILE GRASSES AND LOW-GROWING HERBACEOUS PLANTS.
BORDER ZONE	SMALL TO MEDIUM SHRUBS WITH TRUNKS OR MAIN BRANCH LESS THAN 8" IN DIAMETER AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.
OUTER ZONE	LARGE SHRUBS AND SMALL TREES WITH A TRUNK LESS THAN 36" AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.



X

EX. HARRY LORENZO AVENUE

ADJACENT TO SOLARA RANCH

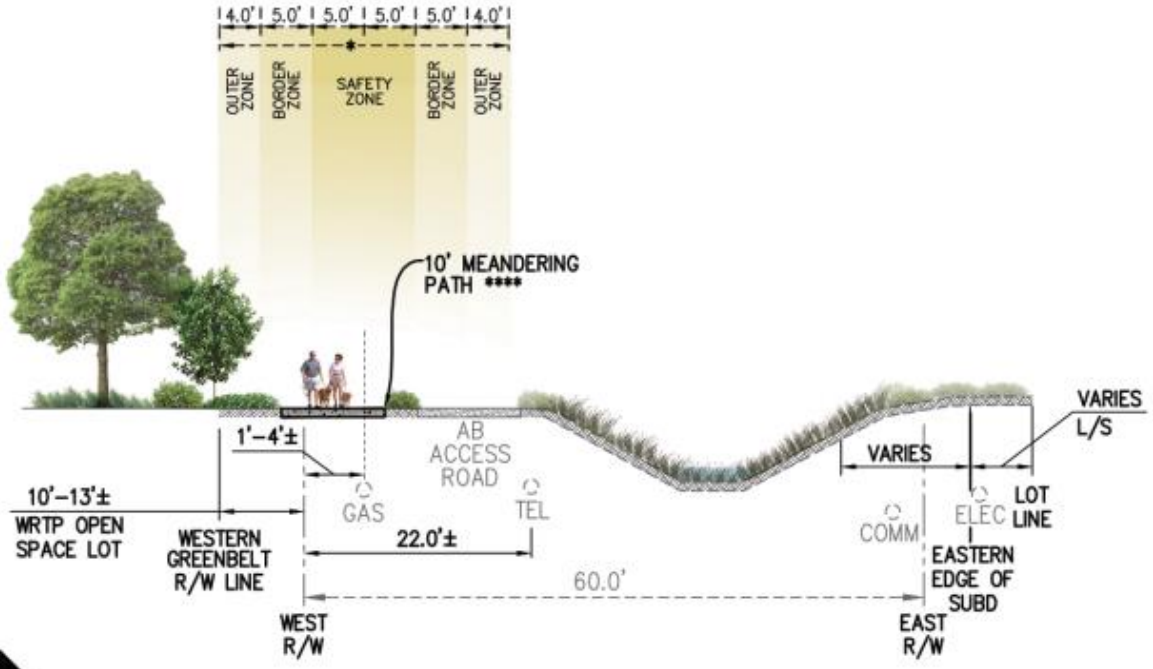
* PG&E RESTRICTED PLANTING ZONES

** IF JOINT TRENCH IS EXTENDED IN THE GREENBELT IN THIS CROSS SECTION THEN THE WIDTH OF THE GREENBELT SHALL BE INCREASED TO PROVIDE 25' CLEAR FROM THE WESTERNMOST UTILITY TO THE GREENBELT PROPERTY LINE.

*** WITH CONSTRUCTION OF GREENBELT, DITCH SHALL BE FILLED IN AND STORMWATER TO BE REROUTED OUTSIDE OF GREENBELT.

LEGEND:

SAFETY ZONE	LAWNS, FLOWERS, LOW–PROFILE GRASSES AND LOW–GROWING HERBACEOUS PLANTS.
BORDER ZONE	SMALL TO MEDIUM SHRUBS WITH TRUNKS OR MAIN BRANCH LESS THAN 8" IN DIAMETER AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.
OUTER ZONE	LARGE SHRUBS AND SMALL TREES WITH A TRUNK LESS THAN 36" AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.



Y

EX. HARRY LORENZO AVENUE

ADJACENT TO OYANG SOUTH

* PG&E RESTRICTED PLANTING ZONES

*** WITH CONSTRUCTION OF GREENBELT, DITCH SHALL BE FILLED IN AND STORMWATER TO BE REROUTED OUTSIDE OF GREENBELT.

**** PATHWAY SHALL CONNECT TO CUL-DE-SAC PATHWAYS IN OYANG SOUTH.

NOTES: 1) GREENBELT IMPROVEMENTS EAST OF THE EXISTING WESTERLY R/W WILL BE CONSTRUCTED BY WRTP WITH REIMBURSEMENT FROM SPRING LAKE.
2) WRTP OPEN SPACE LOT BASED ON PROVIDING 14' FROM GAS LINE TO WESTERN R/W LINE.

LEGEND:

SAFETY ZONE	LAWNS, FLOWERS, LOW-PROFILE GRASSES AND LOW-GROWING HERBACEOUS PLANTS.
BORDER ZONE	SMALL TO MEDIUM SHRUBS WITH TRUNKS OR MAIN BRANCH LESS THAN 8" IN DIAMETER AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.
OUTER ZONE	LARGE SHRUBS AND SMALL TREES WITH A TRUNK LESS THAN 36" AT FULL MATURITY. DIAMETER IS MEASURED FOUR AND A HALF FEET FROM THE GROUND.

Table 5.6 Park/Open Space Provided		
Parks	Zone	Acres
Neighborhood Park- The Yard	VCOS	10.8
The Promenade*	VCOS	0.8
SUBTOTAL		**11.6**
Greenbelts	Zone	Acres
Greenbelts	OS	6.0
SUBTOTAL		**6.0**
TOTAL PARKS/GREEN BELT ACRES PROVIDED		**17.6**

*Designated as Pedestrian Promenade on the Land Use Plan Layout to denote specific location of hardscape. Designated herein as VCOS because it is part of The Yard.

The Specific Plan will meet its remaining park obligation through the payment of project impact fees.

5.12 | SCHOOLS

The Woodland Joint Unified School District (WJUSD) provides public education from kindergarten through 12th grade within Woodland, as well as nearby unincorporated areas of Knight's Landing, Yolo, and Zamora. The District includes 11 elementary schools, one charter elementary school, two middle schools, two comprehensive senior high schools for grades 9-12, and one continuation high school. Additionally, there are three alternative education programs, six pre-schools, three infant-toddler programs, and an adult education center.

The Plan Area is located in close proximity to the Woodland Community College, at 2300 East Gibson Road, within the Spring Lake Specific Plan Area. The Community College has been at this location since 1990. The Community College offers associate degrees and continuing education certificates in Agriculture and Agricultural Engineering/Technologies; Advanced Technology, Manufacturing, Clean Economy, Food Production clusters, Business Administration logistics, Culinary Arts, Elementary Education and Health Care.

Table 5.7 shows the estimated number of students to be generated from the Plan Area. The WJUSD will evaluate the attendance boundaries of existing and planned schools in the Plan Area to determine the school locations for Plan Area students. Existing schools in the Plan Area vicinity are Pioneer High School and Spring Lake Elementary School.

WJUSD owns a 20-acre Future School Site located directly south of Pioneer High School, approximately one-half mile from the Plan Area. WJUSD has requested that the Specific Plan identify an alternative site for an elementary school, should it be needed. Up to a 12-acre portion

of the MDR parcel located at the northeast corner of Road B and Road E will be reserved for a potential school site, in accordance with the terms of the development agreement. The primary vehicular access to the school will be on Road E. No vehicular access to the school will be allowed on Parkland Avenue.

Table 5.7 Estimated Student Generation/School Site Demands

Land Use	Estimated D.U.	K-6 Factor	Total K-6	7-8 Factor	Total 7-8	9-12 Factor	Total 9-12
Singe Family	1,100	0.2233	246	0.0619	68	0.1413	155
Multi Family	500	0.2596	130	0.0711	36	0.1342	67
Total units	**1,600**						
Total students			**376**		**104**		**222**

Source: Residential and Commercial/Industrial Development School Fee Justification Study for the Woodland Joint Unified School District, by Cooperative Strategies, April 6, 2020

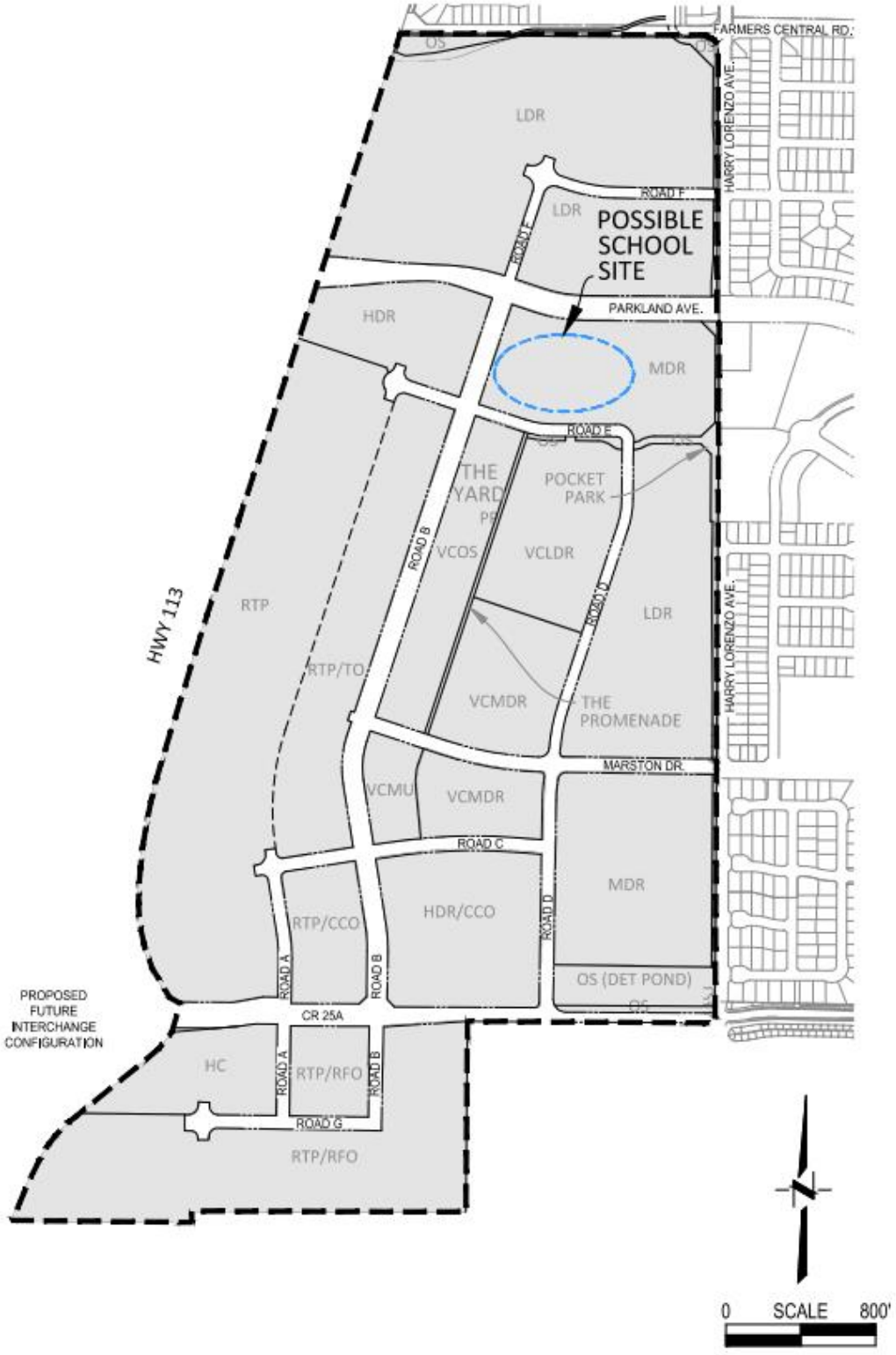


EXHIBIT 5-9: POSSIBLE SCHOOL SITE

5.13 | LIBRARY SERVICES

Library services are provided to the City of Woodland through the Yolo County Library System. The Woodland Public library is in central Woodland at 250 First Street. This facility will provide library access, including expanded virtual programming, youth activities, and e-book check out for Plan Area residents.

5.14 | OTHER GOVERNMENT SERVICES

City governmental services (e.g. planning department, building inspection, public works administration, city manager and city council, etc.) are provided primarily at City Hall at 300 First Street in downtown Woodland. As population increases so do the demands on these general government services. These services are paid for primarily from discretionary funds in the City's general fund and user fees for development related services.

5.15 | SOLID WASTE

Solid waste and yard waste collection and disposal and curbside recycling in Woodland are provided by a franchise agreement with Waste Management, with disposal and material processing at Yolo County Central Landfill. The General Plan policies ensure a consistent, citywide level of service for refuse collection, neighborhood cleanup, sanitization enforcement, and recycling programs. Existing waste disposal facilities are adequate to maintain a sufficient level of service for Specific Plan build out.

6.0 | IMPLEMENTATION

6.1 | OVERVIEW

California Government Code Section 65451 requires that Specific Plans include programs of implementation strategies related to regulatory changes, programs, financing strategies and public works projects needed to carry out the proposed land use, infrastructure and development standards outlined in the Specific Plan.

This chapter provides a summary of the methods by which the Specific Plan will be implemented and provides discussion on the sequencing and financing programs that demonstrate compliance with General Plan policies and the vision, goals and policies of the Specific Plan.

The goal of this chapter is to describe how infrastructure and public facilities will be constructed and how public services will be delivered in a timely manner. The purpose of the implementation procedures is to ensure orderly development of the Plan Area over a multi-year time frame in coordination with the provision of the necessary infrastructure and services and with sufficient flexibility to respond to fluctuations in the economy, market demand, and evolving innovation in transportation opportunities. To achieve this intent, the Specific Plan includes a conceptual program for development sequencing and financing of infrastructure to support development in logical increments. Implementation of the Specific Plan will occur in accordance with the terms and conditions of several related planning and program documents, including the Development Agreement, Environmental Impact Report and associated Mitigation Monitoring Program, Financing Plan, Nexus Study, Public Infrastructure Reimbursement Rules and the Woodland General Plan.

6.2 | IMPLEMENTATION AND PROGRAMMATIC STEPS

The Specific Plan provides for a comprehensively planned infrastructure system with the coordinated extension of infrastructure and the construction of facilities. In order to achieve the vision and goals of the Specific Plan, a number of Technical Memorandums were prepared in conjunction with or prior to adoption of the Specific Plan, and others shall be prepared and adopted subsequent to Specific Plan adoption.

6.2.1 Background on Pre-Specific Plan Actions

The City of Woodland adopted its General Plan on May 16, 2017, which identified the Plan Area as New Growth Area, SP-1A. The Plan Area is specifically envisioned within the General Plan as a natural extension of the city, ideally located and positioned for jobs and housing development. Subsequently, as part of the implementation program for the General Plan, the City petitioned to and LAFCo has amended Woodland's Sphere of Influence (SOI) to include all land within the Urban Limit Line (which includes the Plan Area) and negotiated a tax sharing agreement with Yolo County

that addresses anticipated annexation of various lands including SP-1A, now known as the Woodland Research and Technology Park (WRTP). The City has also updated its Major Projects Financing Plan, adopted an interim zoning ordinance, revised the Affordable Housing Ordinance, approved the Agricultural Mitigation Ordinance, and joined the Yolo Habitat Conservation Plan/Natural Community Conservation Plan. These actions provide the foundation for implementation of the Specific Plan.

The Plan Area is located directly adjacent to the Spring Lake Specific Plan, abutting along the entire eastern edge. In anticipation of future development of the WRTP Plan Area, connection points for all municipal utilities, streets and bicycle and pedestrian connections were provided as part of the overall development for the neighboring Spring Lake Specific Plan. These connection points are stubbed at the east and north boundaries of the Plan Area.

6.2.2 Plan Area Infrastructure Planning

The coordinated delivery of public services is essential to ensure a complete community, one that provides public safety, recreational, educational and library services for the residents. The proposed public utility and public service providers are identified in Chapter 5, Public Utilities and Services. Technical Memorandums, listed below, provide the additional detail for the identified infrastructure improvements to support Plan Area development. Chapter 4, Mobility and Circulation, describes the comprehensive transportation network featuring a hierarchy of complete streets and off street bike paths. These studies may need to be updated or future studies may be prepared to inform the successful buildout of the Specific Plan, as required. Specifically, timing for certain off-site infrastructure components will need to be monitored to ensure timely completion of those facilities/improvements and adequate capacity at all stages of development.

The WRTP Infrastructure Technical Memorandums include:

- Water Technical Memorandum dated January 7, 2020.
- Reclaimed Water Distribution Technical Memorandum dated March 31 2020.
- Wastewater Collection System Technical Memorandum dated March 31, 2020.
- Stormwater Management Technical Memorandum dated January 31, 2020.
- Traffic Impact Analysis completed for the DEIR dated April 2021.

A Public Facilities Financing Plan (Appendix A-1), which presents a strategy to finance backbone infrastructure and other public facilities required to serve the proposed land uses in the Plan Area was prepared by Economic & Planning Systems, Inc. (EPS). The financing plan demonstrates how the infrastructure requirements and the associated costs are reasonably balanced throughout

each segment of development and that the provision of services, as well as the operations and maintenance costs, are in sync as development progresses. The Public Facilities Financing Plan is described in Section 6.4.

6.2.3 Subsequent Implementation Documents/Analysis

The following supplemental plans must be prepared either prior to approval of the first development application or residential tentative map or as otherwise required by the conditions of approval and/or Environmental Impact Report and associated Mitigation Monitoring Program, or by the Community Development Director, as appropriate:

- Master Plan for The Yard to guide phased park improvements, and ensure pedestrian and bike paths internal to the park connect to the external network trail and greenbelt system. Master Plan for The Yard to include, at minimum: farmer's market pavilion including electrical power; hardscape plaza/bandshell for entertainment/events including electrical power; opportunities for placement of public art; emphasis on pollinator and native landscaping, consideration of native/pollinator learning garden; consideration of Native Valley Oak tree planting; multipurpose court(s); tot lot and older children playground; covered/shaded seating areas throughout; restroom facility(ies); trails (DG and concrete) throughout; pedestrian overhead lighting throughout (bollard lights where appropriate); bike racks; bike repair station. Development application for a Business Incubator or affordable (income restricted) high-density residential project associated with land dedication sites, per Development Agreement stipulations, are exempt from this requirement.
- Comprehensive planting and street tree palette shall be developed for each District to guide both private and public landscaping improvements. Street Furnishings and Lighting Palettes, and the design of enhanced crossings, roundabouts/traffic circles and Gateway monuments/enhanced landscape design shall be included as part of this effort. Gateways shall be located at CR25A and Road B, and Road B and Marston Drive and shall include enhanced landscaping, entryway illuminated signage/monument, public art and/or other decorative element(s) that reflect the agricultural and/or life science focus of the Research and Technology Park and create an identifiable "gateway" to both the north and south RTP campus. Corner gateway features shall at minimum be 3,500 square feet unless otherwise approved by Community Development Director. Development application for a Business Incubator or affordable (income restricted) high-density residential project associated with land dedication sites, per Development Agreement stipulations, are exempt from this requirement.

- Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program ("TDM/VMT Program"). The Master TDM/VMT Program shall: 1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction that are financed by and consistent with the strategies and requirements of the Development Agreement; [1] and 2) provide project specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the Master TDM Program. These measures shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The Master TDM/VMT Program will include a monitoring plan for collecting VMT data in the interim years to 2035, every five years as input to citywide GHG monitoring, so that the effectiveness of the VMT reduction strategies can be confirmed and any required strategy adjustments made to reach project VMT reduction targets. Monitoring reports shall be reviewed by the City who may make adjustments to reach project VMT reduction targets, as necessary. Development application for a Business Incubator or affordable (income restricted) high-density residential project associated with land dedication sites, per Development Agreement stipulations, are exempt from the Master TDM/VMT Program development obligations as set forth in this paragraph, but are not exempt from the 10 percent VMT reduction obligations at the project level if the Master Program has yet to be established.
- Coordination with the Yolo County Transportation District, Yolobus and UC Davis with policies of the Specific Plan to insure timely provision of transit service and appropriate funding mechanisms in place.
- Enhanced Climate Action Plan Checklist, to achieve WRTP energy efficiency and sustainable design goals and to achieve consistency with citywide and 2035 General Plan Greenhouse Gas Reduction targets.

6.3 | INFRASTRUCTURE SEQUENCING

The City of Woodland General Plan has a strong focus on economic development for the future of Woodland, in order to achieve sustainable development through continued jobs/housing balance in the community. The Woodland Research and Technology Park is a key component in providing the means and opportunity to achieve this goal. Facilitation of early or "first-in"

[1] / In order to specify the manner in which the necessary infrastructure, public facilities, and other programs or services as provided in this Specific Plan will be constructed and/or operated and financed, among other matters, the City and the project applicant intend to enter a development agreement. The terms and conditions of the development agreement will be consistent with the goals and policies of this Specific Plan and shall set forth and require financing strategies, sources, and mechanisms to ensure short-term and long-term funding for implementation and monitoring of the TDM/VMT measures.

development of the Research and Technology Park (RTP) parcels is a key strategy of the Plan Area implementation, as described in the Financing Plan and the Development Agreement.

This section describes, rather than dictates, how connections to existing circulation and infrastructure improvements can physically be provided to serve the various areas of the Specific Plan. Actual extension of infrastructure and development within the Specific Plan will be determined by factors such as market demand, financial feasibility, infrastructure constraints, project Development Agreement terms, and City policy relating to jobs-housing goals. In general, development sequencing strategy is structured to advance the backbone infrastructure improvements needed to support associated development, in compliance with City policies and standards, and to ensure that the development area can support the costs of the required improvements.

6.3.1 Sequencing Approach

The overarching approach to development of the Plan Area is measured flexibility. From a physical standpoint, the Plan Area can begin development in any geographic area of the Plan Area and areas can be developed simultaneously. Development may move forward independently provided that parcels can meet the public services requirements, the guiding policies and development standards outlined in the Specific Plan, the development agreement and are to the satisfaction of the City of Woodland Community Development Department. All public utilities were stubbed in multiple connection points along the eastern Plan Area boundary with the adjacent Spring Lake development and were sized with capacity to accommodate the Plan Area utility demands. The Plan Area has the ability to develop in sequential increments yet provides some flexibility for individual development areas to progress independently.

In addition to the planned infrastructure connection points, there are additional offsite infrastructure components which require ongoing monitoring and evaluation to determine triggers for the timing of improvements. Timing for these off-site infrastructure components will need to be monitored to ensure that adequate capacity is available. These include wastewater and stormwater improvements, described in Sections 5.4.3 and 5.5.3 respectively, and the future improvements to the Hwy 113/25A interchange.

Traffic Impact Analysis prepared for the Project indicates State Route 113 and Road 25A interchange will ultimately require improvements prior to full build-out of the Plan Area. Subsequent development projects within the Plan Area shall be required to prepare a project specific traffic analysis to determine the exact timing for construction of the interchange to the satisfaction of the Community Development Director or City Engineer, in consultation with the State of California Transportation Department.

6.3.2 Sequencing Principles and Policies

Infrastructure requirements for each phase of development include on-site backbone infrastructure and off-site facilities necessary for each phase to proceed. Each improved area shall include roadway, sanitary sewer, water, recycled water, storm drainage, dry utilities, other facilities and improvements. All in-tract sewer, storm drain, water and dry utilities will be installed as part of individual project improvements. The listing and specific details relating to the on- site and off-site improvements required to serve the Plan Area are included in the infrastructure technical memorandums for traffic, water, reclaimed water, wastewater and drainage and in the Specific Plan development agreement(s).

In some instances, selected off-site infrastructure items, roads, and/or advancement of public services may be needed to serve a project area, while some items may be deferred to a later project area to develop. The general sequencing policies are as follows:

- At a minimum, two points of vehicular access are required for each project area. One of the accesses may be temporary emergency vehicle access subject to the approval of the Community Development Director.
- A looped water system is required for each project area.
- All roadways, pedestrian facilities, and bicycle routes shall be constructed in logical segments to provide safe and adequate access with each project area.
- Improvements constructed along the boundary of a project area shall include utility stubs to the adjacent phase for subsequent connection by the future area(s).
- Development of a non-contiguous project area will require the construction of backbone utility infrastructure not contained within defined area in order to connect to existing "downstream" infrastructure per the routing shown in the infrastructure technical memorandums. These improvements will be subject to reimbursements and fair share costs as outlined in the Financing Plan, Development Agreements and Public Infrastructure Reimbursement Rules.
- A requirement to grant easements and receive reimbursement for on-site roadway and utility infrastructure required for a non-contiguous area shall be included in the Financing Plan, Public Infrastructure Reimbursement Rules and Development Agreements for the Specific Plan.

6.4 | FINANCING AND MAINTENANCE OF PUBLIC FACILITIES

The construction of public facility improvements to serve the Plan Area will be funded by a variety of mechanisms. Specific financing requirements, improvement obligations, fees, reimbursements, land and easement dedications and conveyances, maintenance, and other financing and

improvement related obligations are detailed in the development agreements, Public Infrastructure Reimbursement Rules, Financing Plan and Nexus Study.

Funding of public improvements necessary to implement the Specific Plan will include a variety of mechanisms including city and school impact fees, Specific Plan Infrastructure Fee and other potential methods. A separate Financing Plan has been prepared for the Woodland Research and Technology Park that details the costs for construction and operation of backbone infrastructure, public facilities, and operational costs necessary for development anticipated under the Specific Plan. New development within the Plan Area shall be fiscally and financially neutral, both in terms of capital costs (financing of infrastructure) and ongoing costs (generation of sufficient general fund revenue to support ongoing maintenance and operational costs) to the greatest extent feasible.

The Financing Plan will serve as a framework to guide and support the objectives of the Specific Plan. As development progresses, the timing and mix of cost and funding sources may change. The assumptions and results are estimates at this time. Regardless of the extent to which certain financing mechanisms are used or funding sources are available, the overall cost burden has been calculated for the purpose of determining the most appropriate and feasible financing strategies and mechanisms to proceed with development under the Specific Plan. Specifically, the Financing Plan, along with the Development Agreements, Public Infrastructure Reimbursement Rules and Nexus Study, will:

- Describe the project and sequencing of needed infrastructure.
- Provide a summary of the infrastructure and public facility requirements to serve future development within the Plan Area.
- Include infrastructure cost estimates by land use and by development phase per acre, and the estimated infrastructure cost at build-out of the Plan Area.
- Include summarized costs for infrastructure and public facilities needed to serve the Specific Plan, including costs needed to serve the Plan Area at buildout.
- Review and include existing fees, taxes and assessments which may be applicable to the Specific Plan.
- Present cost estimates for operating and maintaining the required infrastructure and for ongoing municipal services.
- Identify potential funding sources for both the construction of infrastructure and provision of municipal services,
- Present the overall cost burden by land use and by development area on a per acre basis.
- Provide recommended action steps for implementation of the infrastructure financing.

6.5 | DENSITY TRANSFER

To ensure project consistency with Specific Plan environmental analysis, General Plan development assumptions and with project financing objectives, the following Density Transfer provisions shall apply to residential area buildout. The following Density Transfer provisions ensure diversity of housing types and densities while maintaining consistency with the above-mentioned objectives including the anticipated development of 1,600 residential units and a minimum average gross residential density of eight dwelling units per acre (8 du/ac).

6.5.1 Assumptions

The following assumptions underlie the Density Transfer provisions:

- 1,600± residential units are anticipated at plan area buildout and assumed for CEQA environmental analysis purposes, unless modified by subsequent CEQA analysis
- At buildout, the residential component of the plan area shall provide a minimum average density of 8 du/ac.
- Twelve acres reserved for a possible future school site are not allocated residential units; those units are reallocated throughout the remaining residential zone(s).
- If it is determined that a school site is not needed within the Specific Plan area, a point in time analysis shall be conducted to reallocate units to the twelve-acre reservation site. Under this condition, the developer may be required to perform additional environmental analysis.
- No residential units shall be assigned to the Village Center Mixed Use zone or Community Commercial Overlay zone. Development of residential units in the VCMU and/or CCO zones may not have to pay Specific Plan fees if they meet the requirements of the development agreements (when residential units are constructed above ground floor retail and financial obligations of the Residential Development Zone, described below, are met).

6.5.2 Density Transfer Provisions

The following provisions guide unit yield assumptions within Residential Development Zones ("RDZ") and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ's.

- Residential unit yields within each of six RDZs shall be those established by the following Exhibit 6-1 and Table 6.1. (RDZ boundaries generally follow property lines as existed at the time of plan development.)

- When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 below.
- Owner/Builder may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).
- Owner/Builder may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.
- If an RDZ is developed *under* the assigned number of units, a Specific Plan fee make up shall be required, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to City approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the City that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.
- If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to City approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the City that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.
- City has sole authority to reallocate units or to add units within each RDZ.
- If a future applicant/developer proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study.

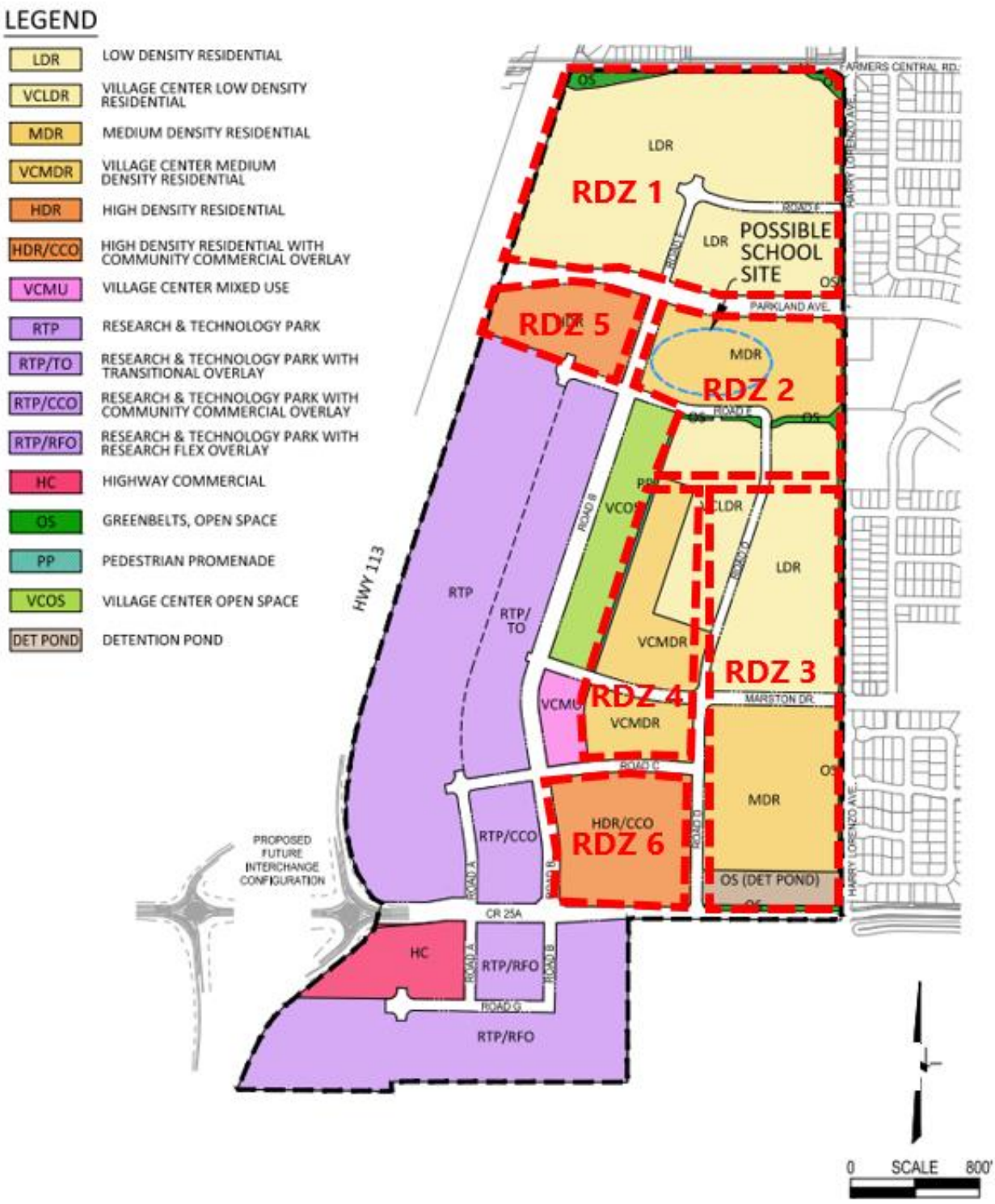


EXHIBIT 6-1: RESIDENTIAL DEVELOPMENT ZONES

Table 6.1 Density Transfer					
RDZ	**Acreage**	**Total Unit Yield**	**LDR Unit Yield**	**MDR Unit Yield**	**HDR Unit Yield**
1	52.29	366	366		
2	25.07	140	71	69	
3	42.19	398	161	237	
4	19.44	248	30	218	
5	9.67	232			232
6	11.91	286			286

6.5.3 RDZ Density Requirements

The following Density Requirements guide development density within each RDZ:

- Within RDZ 3, Village District East, MDR Zone, units fronting Marston Drive shall be developed at or above 15 du/ac, consistent with a townhome or row house product type.
- Within RDZ 4, Village Center, VCMDR Zone, units fronting The Yard and fronting Marston Drive shall be developed at or above 15 du/ac, consistent with a townhome or row house product type
- Within each RDZ 5 and 6, Urban Village North and South, a minimum of 60 units (120 units total) shall be built at a minimum density of 30du/ac (exclusive of 2.5 acre land dedication sites in each area). This provision may be modified by City if land dedication sites build out at densities greater than 30 du/ac and City Housing Element objectives for the Plan Area are reached.

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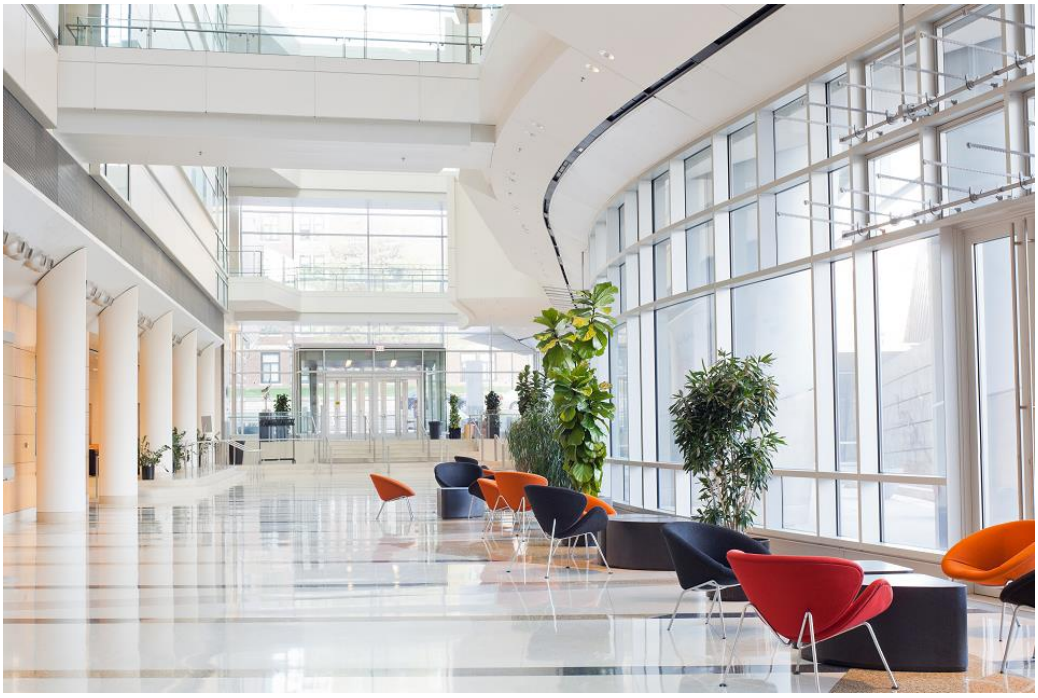
7.0 | ADMINISTRATION



7.1 | OVERVIEW

This chapter outlines the Specific Plan process and its relationship to the subsequent entitlement processes that are necessary to allow construction of individual projects. This chapter also describes the administrative procedures that will occur to implement, amend, interpret and enforce the Specific Plan.

7.2 | SPECIFIC PLAN PROCESS AND RELATED ENTITLEMENTS

This section describes the project entitlements, the relationship between the concurrent approvals which occurred with the adoption of the Specific Plan and the subsequent entitlement process to occur after the WRTP Specific Plan adoption.

7.2.1 Specific Plan and Concurrent Approvals/Actions

Approval of the Specific Plan took place concurrent with the following entitlements and related actions:

1. Final Environmental Impact Report (FEIR)
2. Adoption of the Specific Plan
3. Approval of a General Plan Amendment and Pre Zoning
4. LAFCo Approval and Annexation
5. Approval of Development Agreements by and between the City and the landowners.
6. Approval of a Public Facilities Financing Plan and Nexus Study for the Specific Plan that describes a Capital Improvement Program and a funding and financing strategy for planned improvements.
7. Approval of Public Infrastructure Reimbursement Rules by and between the City and the landowners.

7.2.2 Subsequent Entitlements/Actions

Individual development projects are subject to review and approval of subsequent permits and entitlements by the City of Woodland and other agencies. Once the actions described in Section 7.2.1 have occurred, and all pre-development obligations as outlined in the Development Agreement or the Specific Plan have been satisfied unless otherwise permitted by the Community Development Director, landowners may submit and process applications for subsequent entitlements, as required, to implement the Specific Plan. Future approvals may include, but are not limited to:

1. Tentative Subdivision Maps
2. Tentative Parcel Maps

3. Lot Line Adjustments
4. Site Plan Review/Design Review
5. Use Permits
6. Variances

7.2.3 Environmental Clearance

An Environmental Impact Report (EIR) was prepared for this Specific Plan and was certified concurrent with the approval of the Specific Plan. The EIR serves as the base environmental document for subsequent entitlement approvals within the Plan Areas. Section 65457(a) of the California Government Code and Regulations Section 15182 and 15183 of Title 14 of the California Code of Regulations (pertaining to the California Environmental Quality Act ("CEQA")) provide that no EIR or negative declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified. Moreover, no additional environmental review is required for projects that are consistent with the zoning for which an EIR was certified, except as might be necessary to examine whether there are project-specific effects that are peculiar to the project or its site. The EIR certified for this project has been written to qualify all future residential projects for these exemptions, assuming they are consistent with the adopted Specific Plan and fulfill all conditions and CEQA mitigation measures outlined in the EIR. Non-residential projects may also rely upon the EIR assuming they are consistent with the adopted Specific Plan and fulfill all conditions and CEQA mitigation measures.

The City will assess consistency of each development application within the Specific Plan area with the Environmental Review and determine whether additional review is required under CEQA Section 15183 and 15182(a), or whether no further review is required.

Additional CEQA review may be required in the following instances: substantial changes to the Specific Plan are proposed, substantial changes occur to the circumstances under which the project is being undertaken, or new information becomes available that could not have been known upon certification of the Environmental Review. A supplemental review or an addendum may be required if any of these circumstances ensue.

The Specific Plan allows for a range of densities and intensities of development consistent with the goals and policies of the 2035 General Plan. However, it is anticipated that the Specific Plan area at build out will realize approximately 1,600 residential units and 2.2 million square feet of non-residential uses including business park, light industrial, retail and hospitality related commercial uses. Similarly, the EIR for the WRTP Specific Plan anticipates and analyzed these yields for purposes of environmental impacts. Should development within the Specific Plan exceed the anticipated residential or commercial development yields as analyzed within the EIR, discretionary review of such project(s) shall be required. The project proponent may be required

to submit documentation substantiating said development is in conformance with the Specific Plan, EIR, its mitigation monitoring program, the General Plan, and Municipal Code, or a subsequent EIR may be required.

A mitigation monitoring program (Appendix A-2) has been adopted with the EIR in accordance with Public Resources Code 21081.6 to ensure implementation of EIR mitigation measures.

7.2.4 Specific Plan Findings

Approval of all land division, planning entitlements and building permits shall be contingent upon a determination of substantial compliance with the provisions of this Specific Plan, the City of Woodland General Plan and with applicable provisions of the Zoning and Subdivision Ordinances. All proposed development projects or subdivision applications shall demonstrate the following:

1. Consistency with the goals and policies of the Specific Plan and all applicable laws and regulations.
2. Consistency with the overall intensity of land uses as provided for in the Specific Plan
3. Consistency with the Specific Plan implementation strategy and availability of infrastructure to serve the development.
4. The project will not degrade services and/or facilities beyond the capacities approved by the Specific Plan.
5. Consistency with the project scope and impacts addressed in the Specific Plan EIR or that environmental impacts of the project are addressed in subsequent environment impact studies that may be required under the California Environmental Quality Act (CEQA).

7.3 | SUBSEQUENT ENTITLEMENTS

Following adoption of the Specific Plan, subsequent development and/or proposed land use, including tentative map applications, within the Plan Area will be reviewed for consistency and compliance with the Specific Plan and any other City regulations in effect at the time of development. Application and processing requirements shall be in accordance with the City's Zoning Ordinance and other regulations, unless otherwise modified by this Specific Plan. In acting to approve a project or permit, the City may impose conditions as are reasonably necessary to ensure that the project is in substantial compliance with the Specific Plan and all applicable plans and regulations.

7.4 | SPECIFIC PLAN ADMINISTRATION

The Specific Plan serves as an implementing tool of the Woodland 2035 General Plan, which provides the foundational elements, vision and direction for the Specific Plan. As an implementing

tool, the Specific Plan establishes zoning, land use and development standards for projects within the Plan Area boundary.

Upon adoption of the Specific Plan, all land use regulations, development standards, and design guidelines of this Specific Plan shall supersede those of the Zoning Ordinance and Community Design Standards. Where direction is not provided in this Specific Plan, the standards of the City's Zoning Ordinance shall apply including use permit, variance, public notice and hearing and appeals provisions.

The City's Subdivision Ordinance will regulate individual requests for land divisions within the Specific Plan Area, unless otherwise addressed herein. To the extent that a component or regulation of the Specific Plan differs from a requirement of the Ordinance, the Specific Plan will take precedence. Where the Specific Plan is silent or vague, the Subdivision Ordinance will be used for the purpose of interpretation, and/or directly applied as appropriate.

Unless otherwise approved as part of the Specific Plan, off-site improvements under the control of the City shall be subject to City of Woodland regulations and requirements in effect at the time the improvement plans are submitted. Improvements not under the control of the City (e.g. improvements to State highways) shall be subject to the regulations and requirements of the responsible agency.

7.4.1 Major Specific Plan Amendments, Minor/Administrative Modifications

During the long-term build out of the Plan Area, amendments to the adopted Specific Plan may be necessary because of changed circumstances. Additionally, because of unforeseen circumstances, some design guidelines or development standards may not be feasible on a particular parcel or may hinder innovative design concepts. In these situations, the procedures listed below will be followed to amend the adopted Specific Plan or allow for minor/administrative modification from development or design standards.

1. MAJOR SPECIFIC PLAN AMENDMENTS

Any changes proposed to the Specific Plan that could significantly increase environmental impacts or result in any of the following substantive changes shall require a Specific Plan amendment:

1. Substantively change the boundaries of the Specific Plan.
2. Substantively change the text, figures, or table of the Specific Plan.
3. Substantially change the location of planning districts, zones or key elements of the Plan including the linear park. (See Minor/Administrative Modifications below for zone boundary adjustments.)

4. Substantively change any element of the Plan or implementing documents (infrastructure plans, design guidelines, capital improvement plan, nexus study, development agreements, public infrastructure reimbursement rules and financing plan) such that they would be inconsistent with Specific Plan policy, text or land use.

The Specific Plan may be amended by the same procedure as the Plan was adopted and shall require a recommendation of approval by the Planning Commission and approval by the City Council. An amendment may be initiated by the City Council, the Community Development Director (Director), property owner or any authorized agent of the property owner. Any amendment requested by a property owner or project applicant may be subject to the fee schedule adopted by City Council. Any amendment to the Specific Plan must be consistent with the City's General Plan.

2. MINOR/ADMINISTRATIVE MODIFICATIONS

Modification(s) to the standards as proposed by a developer/builder during site development and design review of individual Planning Areas and/or Tentative Maps, may be considered subject to the following provisions. A minor/administrative modification to Specific Plan design and/or development standards may be considered and approved or conditionally approved by the Community Development Director if it is determined by the Director that the revision is in substantial conformance with all of the applicable criteria:

The Director determines that the modification does not have a significant impact on the character of the Plan.

1. The proposed modification to the development standards or design guidelines are offset by the merits of the design and do not significantly change the anticipated physical characteristics of the development.

2. The proposed modification to the development standards further the goals of the Specific Plan and enhance the appearance or functionality of the project, while remaining compatible with and not detrimental to adjacent properties or uses.

3. The proposed modification does not modify or exceed the original standard by more than 10 percent (e.g. 10% deviation from setback standard, lot coverage, building height or similar. Does not apply to density which must remain in conformance with General Plan guidelines).

4. The proposed modification would not be detrimental to the health, safety and general welfare of the public or injurious to the property or improvements in the vicinity or the zone in which the subject property is located or the modification proposed.

5. Proposed changes to the alignment of streets, street segments or street sections, which if adopted, would not substantially alter the overall land use and will continue to support the circulation concepts set forth in this Specific Plan.

6. Proposed changes to Specific Plan zone boundaries that result in less than 1 acre or 10 percent acreage difference, that remain compatible with and not detrimental to adjacent properties or uses; residential densities proposed along the Harry Lorenzo/linear greenbelt do not change; overall development densities remain consistent with development concepts set forth in this Specific Plan; zone boundary adjustments take place prior to or at the time of tentative map approval (See Specific Plan Amendments above for planning district amendments.)

7. Adverse environmental impacts are not significantly increased, as defined by the CEQA Guidelines Sections 15162, 15182 and 15183, as a result of the proposed variance.

In granting a Minor / Administrative Modification, the Community Development Director may impose conditions to safeguard public health and safety and to ensure development remains consistent with the objectives and intent of the Specific Plan.

At the discretion of the Community Development Director, any proposed minor/administrative modification may be referred to the Planning Commission and/or City Council for action. An administrative modification may be appealed to the Planning Commission or City Council, as applicable, consistent with the provisions of the Woodland Municipal Code for Zoning Administrator Appeals.

7.5 | INTERPRETATIONS

The Director shall have the responsibility to interpret the provisions of this Specific Plan. If an issue or situation arises that is not sufficiently provided for or is not clearly understandable, those General Plan policies and/or regulations of the Zoning Ordinance that are most applicable and relevant may be used as a guide for resolving the issue.

In determining land use where a specific use is not listed, the Director shall have the authority to make an interpretation as to whether the use is similar to other allowed uses in a particular zoning district, or whether such use should not be permitted based on the guiding principles and vision for a particular development district within the Plan Area. The Director may refer any matter for interpretation to the Planning Commission for their consideration or the Director's interpretation may be appealed to the Planning Commission. The Planning Commission's decision, when applicable, may be appealed to the City Council. The City shall keep records of the official determinations on file for future reference and to ensure consistency of interpretations over time.

7.6 | SEVERABILITY AND ENFORCEMENT

If any regulation, condition, program or portion of the Specific Plan is held invalid by a California or Federal Court of competent jurisdiction, such portions shall be deemed separate, distinct, and independent provisions, and the invalidity of such provisions shall not affect the validity of the remaining provisions thereof.

Any person who violates a requirement of this Specific Plan or fails to obey an order issued by the City or comply with a condition of approval of any permit or entitlement issued under this Specific Plan shall be subject to the penalty provisions as provided in the City of Woodland Municipal Code.

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A | APPENDICES

Final Report

Woodland Research and Technology Park Public Facilities Financing Plan

The Economics of Land Use

Prepared for:
City of Woodland

Prepared by:
Economic & Planning Systems, Inc. (EPS)

Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

July 2023

EPS #162061

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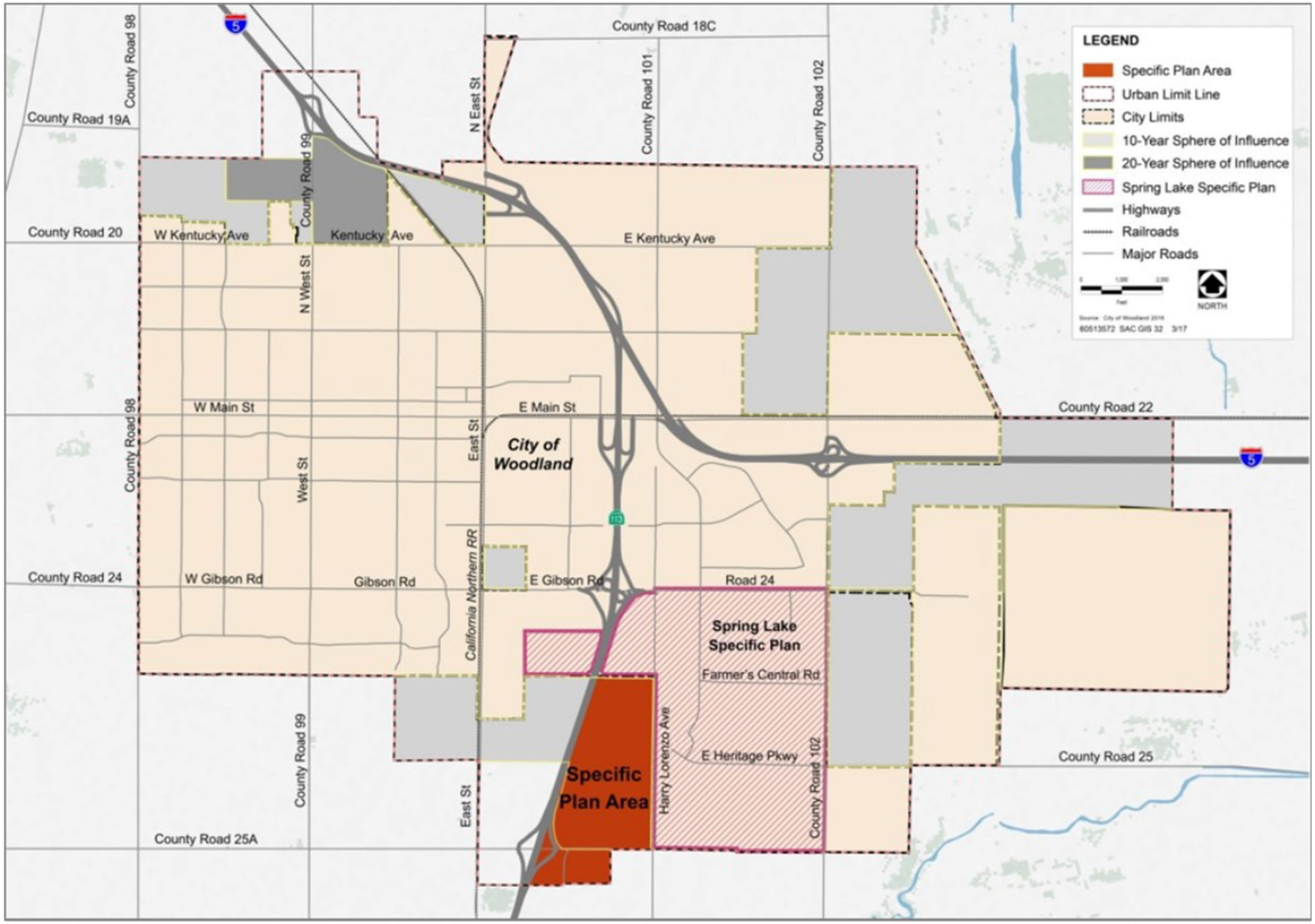
1. Introduction and Executive Summary

This Public Facilities Financing Plan (Financing Plan) presents a strategy to finance backbone infrastructure and other public facilities required to serve the proposed land uses in the Woodland Research and Technology Park Specific Plan Area (WRTP). The financing strategy is designed to be flexible enough to accommodate the development plans of different WRTP property owners while assuring the City of Woodland (City) that the required facilities are constructed when necessary. The Financing Plan includes the use of the following funding mechanisms: existing development impact fee programs, a new Woodland Research and Technology Infrastructure Fee Program (RTIF Program), land-secured debt financing, developer funding, City funding, and funding from other plan areas.

Project Description and Proposed Land Uses

The WRTP is located on approximately 350 acres just south of the City and borders the Spring Lake Specific Plan Area (SLSP), which is located to the east and north of the WRTP. **Map 1-1** shows the WRTP location in relation to the City of Woodland. The WRTP is included in the City's 2035 General Plan as a natural extension of the City and is planned for annexation into the City. As stated in the Public Review Draft WRTP Specific Plan, the WRTP is planned to be a "self-sustaining, enterprising mixed-use community anchored by a technology and innovation campus, with vibrant retail and supporting uses, integrated residential neighborhoods, recreation, open space and public uses." The planned uses in the WRTP at buildout include 1,670 residential dwelling units and approximately 2.3 million square feet of nonresidential retail and office development. **Chapter 2** further details the land use plan.

Map 1-1. Plan Area Location



Backbone Infrastructure and Public Facilities

Definitions of Backbone Infrastructure and Public Facilities

This Financing Plan will use the following definitions to more precisely define backbone infrastructure and public facilities:

- **Backbone Infrastructure:** This term includes most of the essential public service-based items that are underground or on the surface. These items include storm drainage, water, reclaimed water, sewer, and major roads. Backbone infrastructure is sized to serve numerous individual development projects in the WRTP and in some cases serves the broader region's development areas.
- **Public Facilities:** This group of items provides amenities to the WRTP (e.g., park facilities and libraries) or houses employees providing services to the area (e.g., fire facilities). In this Financing Plan, this term includes the following public facilities:
  - Parks and Open Space
  - Schools
  - Libraries
  - Fire Stations and Equipment
  - Police Facilities
  - City and County General Government Facilities
  - Public Transit
  - Agricultural and Habitat Mitigation Land
  - Affordable Housing
- **Public Improvements:** This term is used generically in the Financing Plan to include a combination of backbone infrastructure and public facilities when a precise breakdown is not required.

Total Public Improvements Cost Estimates

This Financing Plan includes approximately $255.5 million in public improvement requirements associated with WRTP Buildout. The public improvements consist of the improvements specifically required to serve the WRTP that are included in the WRTP Capital Improvement Program prepared by Cunningham Engineering Corporation, as well as additional City, County, and school district public improvements toward which the WRTP must contribute. The public improvement costs are detailed in **Chapter 4**.

Financing Strategy Summary

The purpose of this Financing Plan is to propose a financing strategy to fund the necessary public improvements required to serve the WRTP. The financing strategy is flexible enough to ensure the required improvements are constructed when necessary. The financing mechanisms used will depend on the types and timing of the needed facilities and are guided by objectives and policies established by the Specific Plan.

A combination of funding sources will be used to fund the costs of the public improvements, as summarized below:

- The proposed new WRTP development impact fee program, the RTIF Program (defined earlier in this chapter), will help fund those backbone infrastructure and public facilities costs that are not funded by existing fee programs or other funding sources identified below. Facilities included in the RTIF Program include those facilities with plan-wide benefits (i.e., serve multiple individual subdivisions), the costs of which should be distributed among RTIF land uses and ownership interests.
- Existing City, Yolo County (County), and school district development impact fee programs fund public improvements that benefit the WRTP as well as other developments. The WRTP will contribute to the construction of these public improvements through participation in the existing fee programs. Examples of these fee programs are the City Major Projects Financing Plan Fee Program and the Woodland Joint Unified School District Impact Fee Program.
- Other plan areas will participate in funding facilities for which they have a shared benefit with the WRTP.
- The WRTP developers will be responsible for privately funding a portion of the streets, storm drainage, water, and sewer costs.
- The City will contribute to the funding of several projects with Citywide benefit.
- One or more Mello-Roos Community Facility Districts (CFDs) or other public financing mechanisms will fund infrastructure improvements needed during the development of the WRTP before the collection of sufficient fees or other sources of revenue for reimbursement. The bonds will be repaid through special taxes levied on property through the CFDs. One or more CFDs also will be formed to fund annual maintenance and services costs.
- Developers will be conditioned through development agreements (DAs) to construct and fund certain public improvements needed in the initial phases of the WRTP before the collection of sufficient fees or other funds to construct the improvements. Fee credits and reimbursements for advance-funded facilities included in the RTIF Program will be available to the developers.

Supporting Documents

This Financing Plan relied on the following documents that have been prepared by or for the City or are being prepared in conjunction with this analysis:

- WRTP Specific Plan
- Development Agreements between the City and WRTP Property Owners
- Master Reimbursement Agreement between the City and WRTP Property Owners
- WRTP Development Impact Fee Nexus Study
- WRTP Capital Improvement Program

Organization of Report

This Financing Plan is organized into the following chapters:

- **Chapter 1** included an introduction and executive summary of the Financing Plan.
- **Chapter 2** details the WRTP land uses and population estimates.
- **Chapter 3** details the policy and financing framework for the Financing Plan established in the WRTP Specific Plan.
- **Chapter 4** details the required backbone infrastructure and public facility requirements and associated costs.
- **Chapter 5** describes the overall financing strategy and funding sources.
- **Chapter 6** summarizes the proposed RTIF Program.
- **Chapter 7** examines the feasibility of the WRTP Financing Plan.

In addition, the Financing Plan contains the following appendices:

- **Appendix A:** Summary of WRTP Capital Improvement Program
- **Appendix B**: Development Impact Fee Analysis
- **Appendix C**: Infrastructure Cost Burden Comparison

2. WRTP Land Uses and Phasing

Land Use Summary

The WRTP is located on approximately 350 gross acres, with an estimated 150 acres planned for residential development and 130 acres planned for nonresidential retail and office development. The remaining WRTP areas are planned for public uses, including parks, trails, greenbelts, other open space, roads, and a school. **Table 2-1** summarizes the planned acres, dwelling units, and nonresidential building square feet by land use. It also includes the average square feet per unit for each residential category. These average square feet were estimated based on building permit data provided by the City, as detailed in the WRTP Nexus Study (Nexus Study). **Table 2-2** further details the planned acres, dwelling units, and nonresidential building square feet by the specific plan land uses. A total of 1,670 dwelling units and approximately 2.3 million square feet of nonresidential building space are planned in the WRTP. **Map 2-1** depicts the WRTP land use plan.

Population Summary

Table 2-3 summarizes the estimated population at buildout of the WRTP. For each land use, the population is estimated as the number of dwelling units multiplied by the estimated persons per household (PPH). It is estimated that the WRTP will have a population of approximately 4,300 people at buildout. The methodology for estimating the PPH factors is detailed in the Nexus Study.

Development Phasing

A WRTP development phasing plan has not been developed, but it is anticipated that low density and medium density residential units generally will develop concurrently with or just ahead of commercial development and before high-density residential units. Development phasing will be driven by market demand.

Each developer will be required to submit a Phasing Plan for each development phase prior to approval of a tentative subdivision map for the property in the development phase. The Phasing Plan will be consistent with the infrastructure phasing rules detailed in the DA between the City and the developer and will include the required infrastructure to be constructed by the developer. Phasing of infrastructure will be guided by development phasing. The required infrastructure that the developer must construct could include both onsite and offsite infrastructure and will be determined in consultation with the City Engineer.

Table 2-1
Woodland Research and Technology Park Financing Plan
Land Use Summary

Land Use	Density	Building Square Feet per Unit	Buildout		
			Acres	Dwelling Units	Building Square Feet
Source:			*Table 2-2*	*Table 2-2*	*Table 2-2*
Residential	*units per acre*	*avg per unit*			
Low Density [1]	7.1	2,300	87.9	628	
Medium Density [2]	12.7	1,850	41.1	524	
High Density [3]	24.0	990	21.6	518	
Total Residential			**150.6**	**1,670**	
Nonresidential	*FAR*	*per acre*			
Village Center/Community Commercial [4]	0.43	18,930	16.4		310,948
Business Park [5]	0.40	17,424	113.6		1,980,115
Total Nonresidential			**130.1**		**2,291,063**
Public					
Open Space			20.3		
Right of Way			37.9		
School			10.0		
Total Public			**68.2**		
Total			**348.8**	**1,670**	**2,291,063**

Source: Woodland Research and Technology Park Specific Plan; City of Woodland

[1] Includes Low Density and Village Center Low Density.
[2] Includes Medium Density and Village Center Medium Density.
[3] Includes High Density and High Density/Community Commercial (residential part).
[4] Includes Community Commercial, High Density/Community Commercial (commercial part), Village Center Mixed Use, and Village Center Commercial.
[5] Includes Research and Technology Park, Highway Commercial, and Research Flex.

Table 2-2
Woodland Research and Technology Park Financing Plan
Land Use Detail

Land Use	Density	Buildout		
		Acres	Dwelling Units	Building Square Feet
Residential	*units per acre*			
Single Family				
Low Density	7.3	74.8	549	
Village Center Low Density	6.0	13.1	79	
Medium Density	13.2	25.5	337	
Village Center Medium Density	12.0	15.6	187	
Subtotal Single Family		**129.0**	**1,152**	
Multifamily				
High Density	24.0	9.7	232	
High Density/Community Commercial (75%/25%)	24.0	11.9	286	
Subtotal Multifamily		**21.6**	**518**	
Total Residential	**11.1**	**150.6**	**1,670**	
Retail/Commercial	*FAR*			
Village Center/Community Commercial				
Community Commercial	0.40	6.8		118,065
High Density/Community Commercial (75%/25%)	0.40	4.0		69,173
Village Center Mixed Use [1]	0.50	4.2		91,040
Village Center Commercial	0.50	1.5		32,670
Business Park				
Research and Technology Park	0.40	69.6		1,212,170
Highway Commercial	0.40	8.2		142,981
Research Flex (Light Industrial)	0.40	35.9		624,964
Total Retail/Commercial		**130.1**		**2,291,063**
Parks and Open Space				
Open Space		11.0		
Village Center Open Space (net of Commercial)		9.3		
Subtotal		**20.3**		
School		**10.0**		
Right of Way		**37.9**		
Total		**348.8**	**1,670**	**2,291,063**

Source: Woodland Research and Technology Park Specific Plan; City of Woodland

[1] Assumes parcel C-VCMDR3 (0.702 acres) develops as village commercial mixed use.

Map 2-1. Land Use Plan

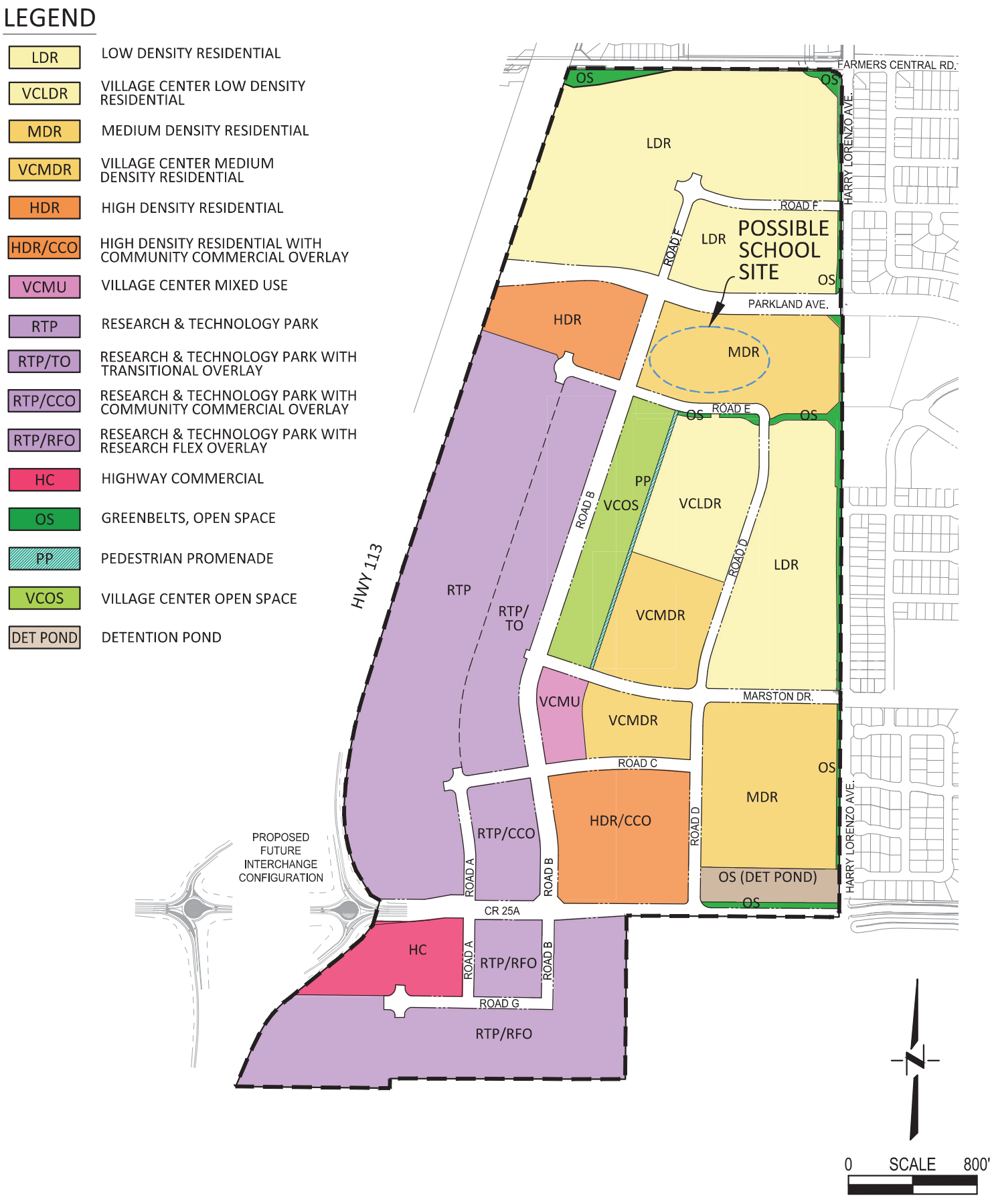


Table 2-3
Woodland Research and Technology Park Financing Plan
Estimated Population at Buildout by Land Use Category

Land Use	Dwelling Units	PPH	Population
Single Family			
Low Density	549	3.09	1,696
Village Center Low Density	79	3.09	244
Medium Density	337	2.39	806
Village Center Medium Density	187	2.39	447
Subtotal Single Family	**1,152**		**3,193**
Multifamily			
High Density	232	2.15	499
High Density/Community Commercial (75%/25%)	286	2.15	615
Subtotal Multifamily	**518**		**1,114**
Total Residential	**1,670**		**4,307**

Source: City of Woodland; EPS; U.S. Census Bureau PUMS data; Solano County Assessor

3. Policy and Financing Framework

Overview

This chapter provides an overview of the WRTP policy framework related to the Financing Plan. The Financing Plan must be prepared in accordance with the requirements of the WRTP Specific Plan document (Specific Plan), the DAs, and the Master Reimbursement Agreement. The purpose of each of these documents is described briefly below:

- **Specific Plan**. The Specific Plan establishes the land use plan and zoning regulations for development within the WRTP. The Specific Plan governs the development of the WRTP and requires completion of this Financing Plan to describe the financing strategy and mechanisms to fund the backbone infrastructure and public facilities needed for the WRTP development.
- **DAs.** Each property owner is entering into a DA with the City that allows the property owner vested rights to develop their property in accordance with the terms and conditions of the Specific Plan. The DAs detail the specific requirements for the property owners to be allowed to develop, including requirements for the construction of certain backbone infrastructure and public facilities.
- **Master Reimbursement Agreement.** The Master Reimbursement Agreement is an agreement between all of the developers and the City that details the procedures and requirements for the developers to receive RTIF Program credits and reimbursements for the dedication of land and construction of backbone infrastructure and public facilities.

Financing Plan Requirements

As stated in the Specific Plan, "the Financing Plan will serve as a framework to guide and support the objectives of the Specific Plan." This Financing Plan provides the estimated costs to construct identified public improvements needed to implement the Specific Plan and describes the proposed funding mechanisms to fund those costs.

The overall costs and funding sources in the Financing Plan have been estimated for the purpose of providing feasible financing strategies and mechanisms to construct the backbone infrastructure and public facilities required for WRTP development. The development, costs, and funding sources in this Financing Plan are based on the best information available at this time and may need to be updated as development progresses.

The Specific Plan includes the following requirements for the Financing Plan:

- Describe the project and sequencing of needed infrastructure.
- Provide a summary of the infrastructure and public facility requirements to serve future development within the Plan Area.
- Include infrastructure cost estimates by land use and by development phase per acre, and the estimated infrastructure cost at build-out of the Plan Area.
- Include summarized costs for infrastructure and public facilities needed to serve the Specific Plan, including costs needed to serve the Plan Area at buildout.
- Review and include existing fees, taxes and assessments which may be applicable to new development in the Specific Plan.
- Present cost estimates for operating and maintaining the required infrastructure and for ongoing municipal services.
- Identify potential funding sources for both the construction of infrastructure and provision of municipal services.
- Present the overall cost burden by land use and by development area on a per acre basis.
- Provide recommended action steps for implementation of the infrastructure financing.

Financing Plan Goals

The elements of the Financing Plan must work together to provide the optimal balance of fees, private, and other financing to not overly burden undeveloped land, while assuring that necessary facilities are constructed when needed. The goals of the Financing Plan are summarized below:

1. Fully fund all facility and infrastructure improvements when the improvements are needed to serve the Project.
2. Use existing fee programs to the extent possible.
3. Identify new fee programs or increases in existing fee programs to the extent required.
4. Make use of "pay-as-you-go" mechanisms, while allowing for timely construction of public improvements.
5. Make appropriate use of private financing, existing fee programs, new fee programs, and credit/reimbursement agreements to fund improvements when needed.

4. Backbone Infrastructure and Public Facilities

This chapter summarizes the WRTP backbone infrastructure and public facilities (public improvements) that are required to serve the WRTP. The backbone infrastructure and public facilities consist of the improvements specifically required to serve the WRTP that are included in the WRTP Capital Improvement Program (CIP) prepared by Cunningham Engineering Corporation, as well as additional City, County, and school district public improvements toward which the WRTP must contribute. **Table 4-1** summarizes public improvements and the WRTP estimated cost obligation for these improvements.

Appendix A contains a summary of the CIP. The additional public improvements not included in the CIP, such as citywide road improvements, schools, and libraries are generally located off-site and funded through existing development impact fee programs.

Backbone Infrastructure

As shown in **Table 4-1**, the WRTP has a backbone infrastructure cost obligation of approximately $156.9 million. The CIP contains an estimated $100.6 million of improvements. The WRTP will have an additional $56.2 million obligation for other Citywide backbone infrastructure. All costs are expressed in 2023 dollars. The following types of backbone infrastructure are included:

- Streets
- Storm Drainage
- Water
- Sewer

Streets

Map 4-1 displays the road circulation plan for the WRTP. The CIP includes an estimated $71.0 million in land acquisition, right of way and utilities, agricultural mitigation and habitat conservation plan (HCP), and construction costs for transportation improvements required to serve the WRTP. An additional $29.7 million in Citywide transportation improvements will be payable through the City Major Projects Financing Plan (MPFP) Fee Program.

Table 4-1
Woodland Research and Technology Park Financing Plan
Estimated Backbone Infrastructure and Public Facilities Costs (2023$)

Item	Total	WRTP CIP	Other Improvements
Backbone Infrastructure			
Streets	$100,727,322	$71,046,000	$29,681,322
Storm Drainage	$20,841,000	$20,841,000	$0
Water	$15,792,537	$5,228,000	$10,564,537
Sewer	$19,547,446	$3,549,000	$15,998,446
Subtotal Backbone Infrastructure	**$156,908,304**	**$100,664,000**	**$56,244,304**
Public Facilities			
Parks and Open Space	$44,413,170	$30,119,000	$14,294,170
Schools	$13,452,711	$0	$13,452,711
Libraries	$967,434	$0	$967,434
Fire	$9,856,258	$0	$9,856,258
Police	$2,720,698	$0	$2,720,698
General Government	$3,329,707	$0	$3,329,707
Public Transit	$471,196	$0	$471,196
Affordable Housing	$7,782,340	$0	$7,782,340
Agricultural Mitigation	$4,499,785	$0	$4,499,785
County Facilities	$6,263,783	$0	$6,263,783
Habitat Conservation Plan	$4,860,368	$0	$4,860,368
Total Public Facilities	**$98,617,450**	**$30,119,000**	**$68,498,450**
Total	**$255,525,754**	**$130,783,000**	**$124,742,754**

Source: Cunningham Engineering; City of Woodland; EPS.

[1] WRTP CIP Streets costs differ from costs on Table A-1 because this table includes a $1.45 million interchange contingency that is not included in the CIP costs shown in Table A-1.

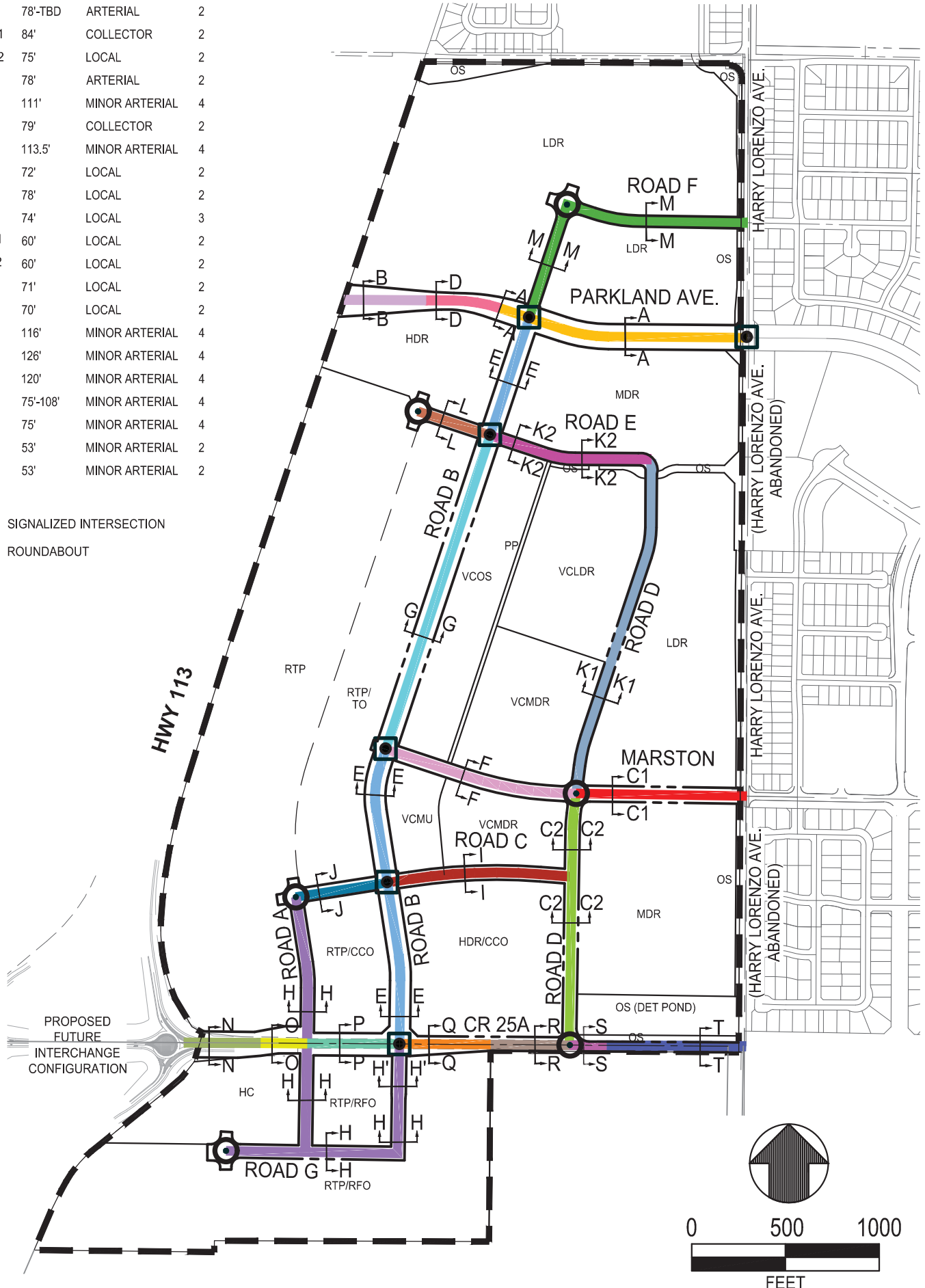
LEGEND

SECTION	RIGHT OF WAY (FT.)	STREET CLASSIFICATION	NO. OF LANES
A-A	134'	ARTERIAL	4
B-B	78'-TBD	ARTERIAL	2
C1-C1	84'	COLLECTOR	2
C2-C2	75'	LOCAL	2
D-D	78'	ARTERIAL	2
E-E	111'	MINOR ARTERIAL	4
F-F	79'	COLLECTOR	2
G-G	113.5'	MINOR ARTERIAL	4
H-H	72'	LOCAL	2
I-I	78'	LOCAL	2
J-J	74'	LOCAL	3
K1-K1	60'	LOCAL	2
K2-K2	60'	LOCAL	2
L-L	71'	LOCAL	2
M-M	70'	LOCAL	2
N-N	116'	MINOR ARTERIAL	4
O-O	126'	MINOR ARTERIAL	4
P-P	120'	MINOR ARTERIAL	4
Q-Q	75'-108'	MINOR ARTERIAL	4
R-R	75'	MINOR ARTERIAL	4
S-S	53'	MINOR ARTERIAL	2
T-T	53'	MINOR ARTERIAL	2

SIGNALIZED INTERSECTION

ROUNDABOUT

Map 4-1. Road Circulation Diagram



The street improvements below are included in the CIP and described in the remainder of this section:

- County Road 25A
- Parkland Avenue
- Parkland Avenue Overcrossing
- Main Internal Roadways
- Road B
- Highway 113 and County Road 25A Interchange

County Road 25A

County Road 25A (CR 25A) will be the primary entryway to the WRTP. The RTIF Program includes construction of the section of CR 25A from Highway 113 on the west to Harry Lorenzo Avenue on the east. There will be a signalized intersection at Road B and CR 25A that will serve as the main entryway to the WRTP.

Parkland Avenue Overcrossing

The parkland avenue overcrossing over Highway 113 will connect the west side of Highway 113 to the future Parkland Avenue in the WRTP. It will provide access from the WRTP to other future City plan areas west of Highway 113.

Parkland Avenue

Parkland Avenue is the principal arterial street within the WRTP. The CIP includes funding for the extension of Parkland Avenue from Harry Lorenzo Avenue on the east side of the WRTP to the future Parkland Avenue Overcrossing on the west side of the WRTP.

Main Internal Roads

The CIP includes construction of the main internal streets. These streets are designed to connect different parts of the WRTP and provide access into and out of the project.

Road B

Road B is a minor arterial street that serves as the main north to south road linking different areas of the WRTP. All intersections on Road B will be signalized and include enhanced pavement, landscaping, and aesthetic features. Road B includes a mobility hub that will serve as a point of arrival or departure for employees and residents traveling to, from, and within the WRTP by different transportation modes.

Harry Lorenzo Avenue – Half Section North

The CIP includes construction of the western half section of Harry Lorenzo Avenue from the northern WRTP boundary at Farmer's Central Road to Parkland Avenue. This improvement has been completed and included grading and erosion control, street work and concrete, and streetlights.

Highway 113 and County Road 25A Interchange (Double Roundabout Option)

Interchange improvements at Highway 113 and CR 25A include ramp improvements and the construction of roundabouts on both the east and west sides of the interchange.

Storm Drainage

Map 4-2 displays the planned storm drainage system plan for the WRTP. The CIP includes a total of $20.8 million in land acquisition, agricultural mitigation and HCP, and construction costs for on-site and off-site storm drainage improvements. On-site improvements consist of a system of collection and conveyance facilities located in and adjacent to collector and arterial streets and in greenbelt corridors. Off-site improvements consist of upgrades to the recently constructed South Regional Pump Station.

The WRTP does not have an obligation for any additional storm drainage improvements outside of those in the CIP.

Water

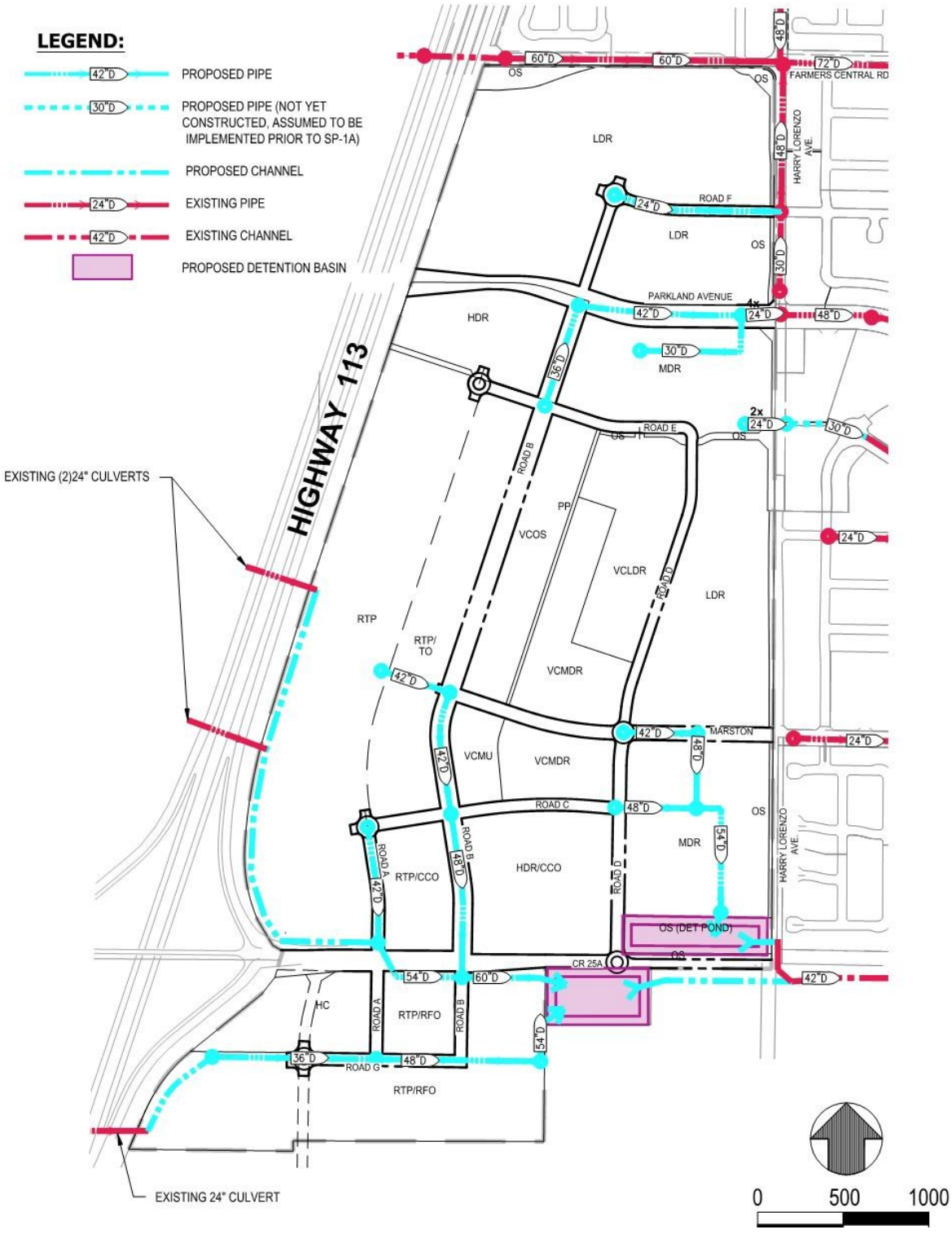
Map 4-3 displays the proposed water distribution system for the WRTP, and **Map 4-4** shows the proposed recycled water distribution system. The CIP includes a total of $5.2 million in construction costs for water improvements, including recycled water improvements. Water facilities consist of the pipelines needed to connect to existing transmission mains and distribute water throughout the WRTP. The water pipelines will be located within the right-of-way of public streets, and the recycled water pipelines will be located within the right-of-way of public streets and greenways.

An additional $10.6 million in Citywide water improvements will be payable through the City MPFP Fee Program.

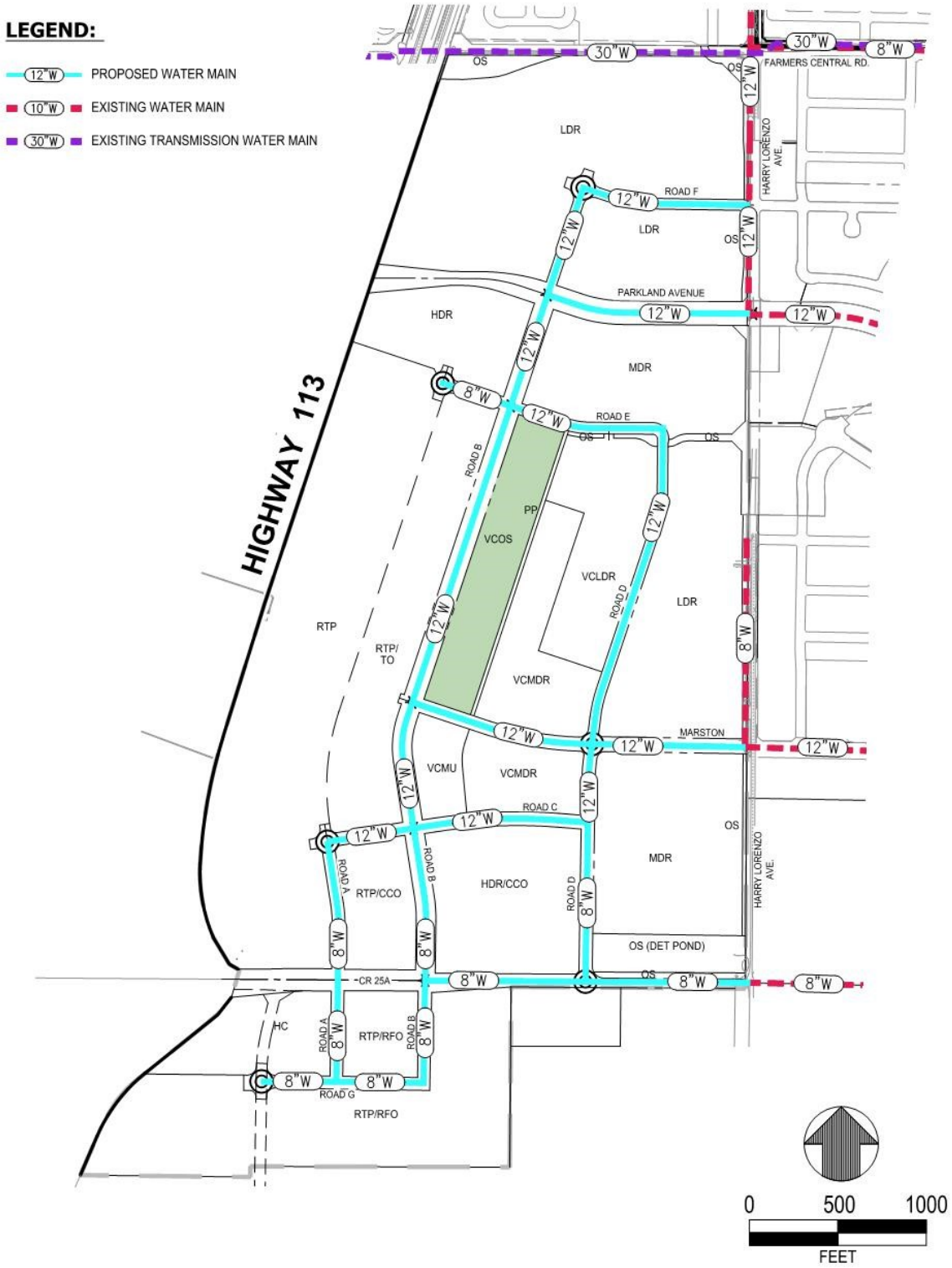
Sewer

Map 4-5 displays the proposed wastewater system for the WRTP. The CIP includes a total of $3.5 million in construction costs for on-site and off-site sewer improvements. On-site improvements consist of a system of collection and conveyance facilities located in and adjacent to internal streets. Off-site improvements include upgrades to the existing SLSP pump station.

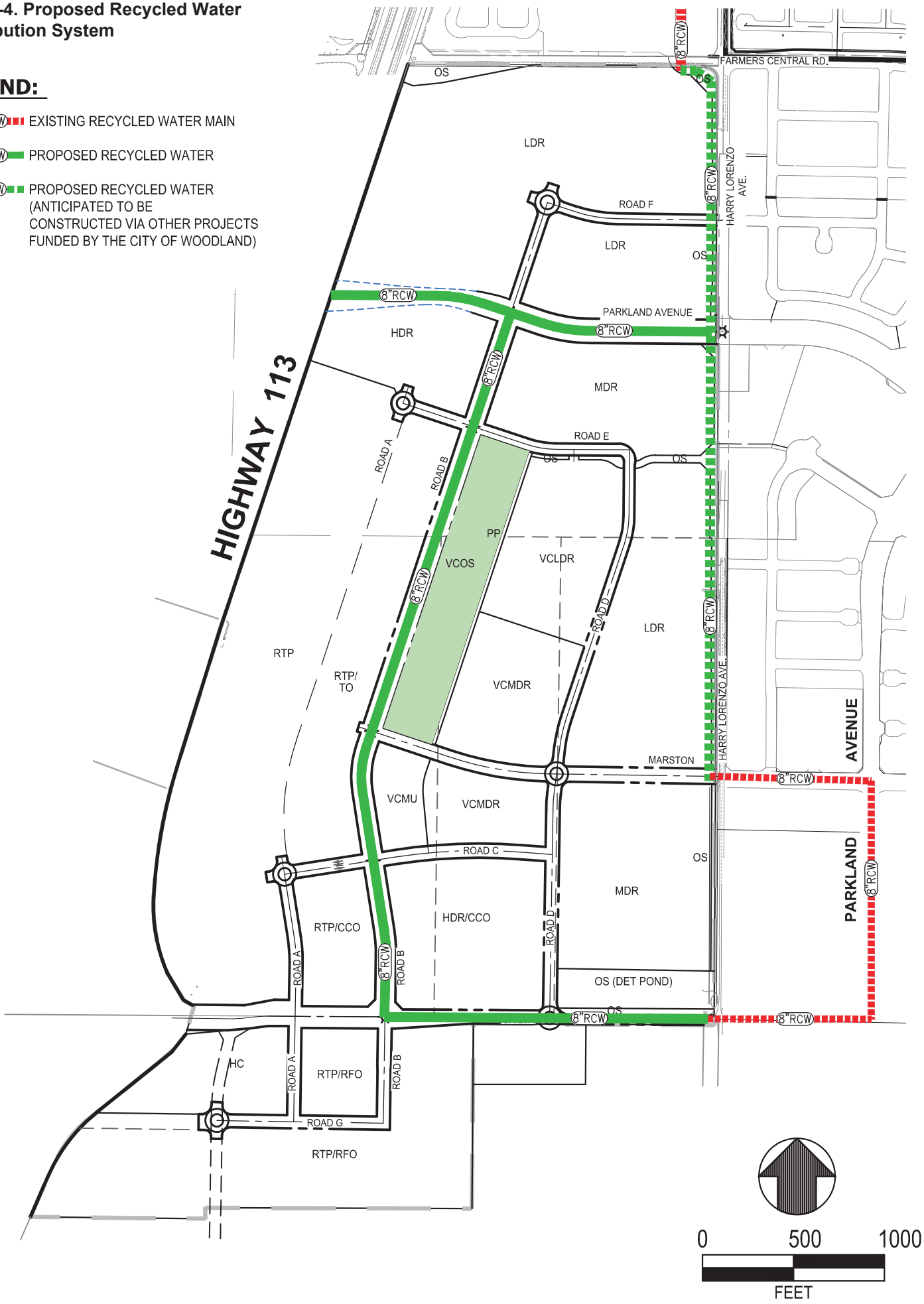
Map 4-2. Proposed Drainage and Stormwater System



Map 4-3. Proposed Water Distribution System



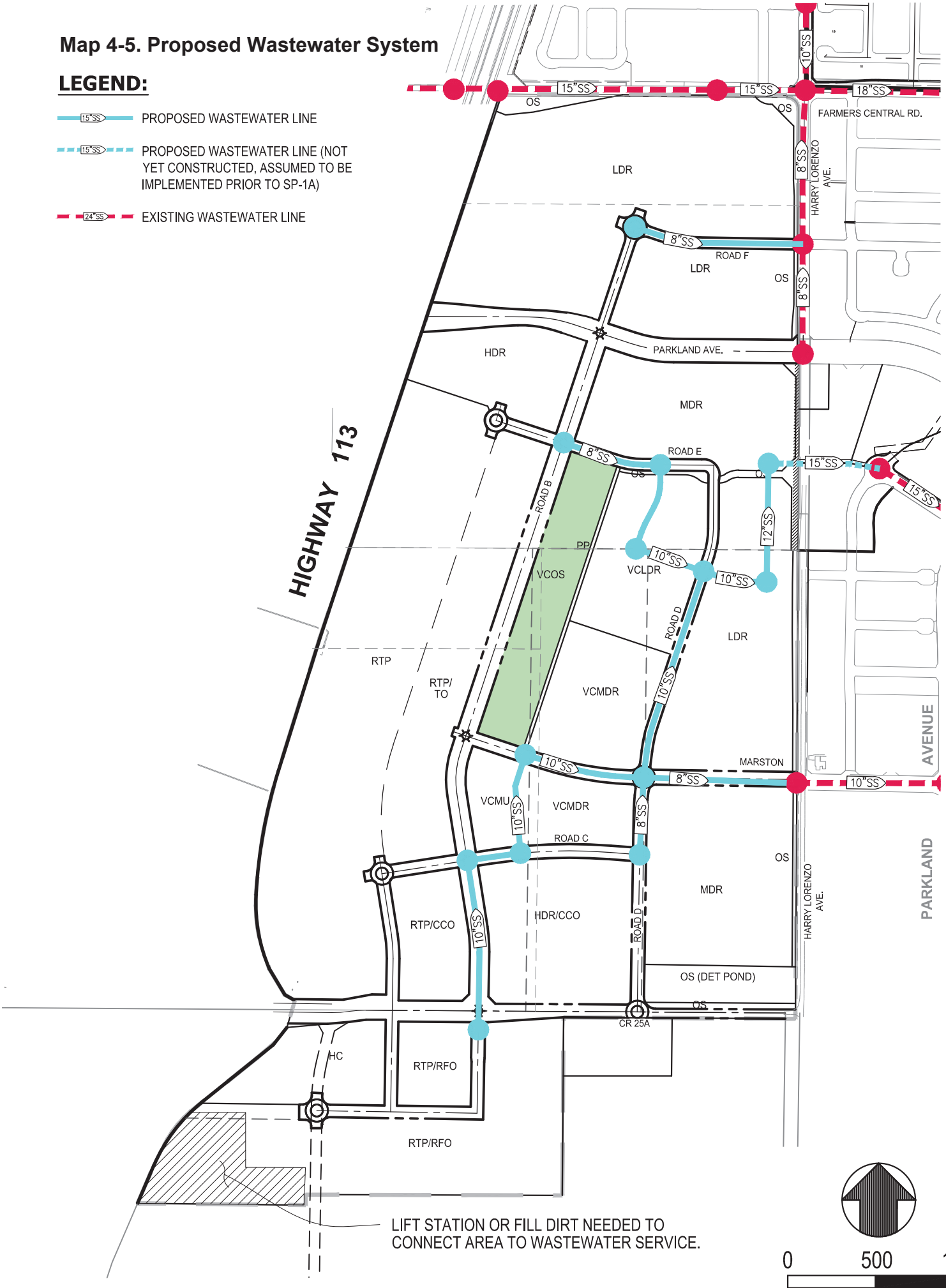
Map 4-4. Proposed Recycled Water Distribution System



Map 4-5. Proposed Wastewater System

LEGEND:

- 15"SS — PROPOSED WASTEWATER LINE
- 15"SS — PROPOSED WASTEWATER LINE (NOT YET CONSTRUCTED, ASSUMED TO BE IMPLEMENTED PRIOR TO SP-1A)
- 24"SS — EXISTING WASTEWATER LINE



An additional $16.0 million in Citywide sewer improvements will be payable through the City MPFP Fee Program.

Public Facilities

As shown in **Table 4-1**, the WRTP has a public facilities cost obligation of approximately $98.6 million. The WRTP CIP contains an estimated $30.1 million of parks and open space. The WRTP will have an additional $68.5 million obligation for other City, County, and school district improvements. All costs are expressed in 2023 dollars. The following types of public facilities will be required to serve the WRTP:

- Parks and Open Space
- Schools
- Libraries
- Fire
- Police
- General Government
- Public Transit
- Affordable Housing
- Agricultural Mitigation
- County Facilities
- Habitat

Parks and Open Space

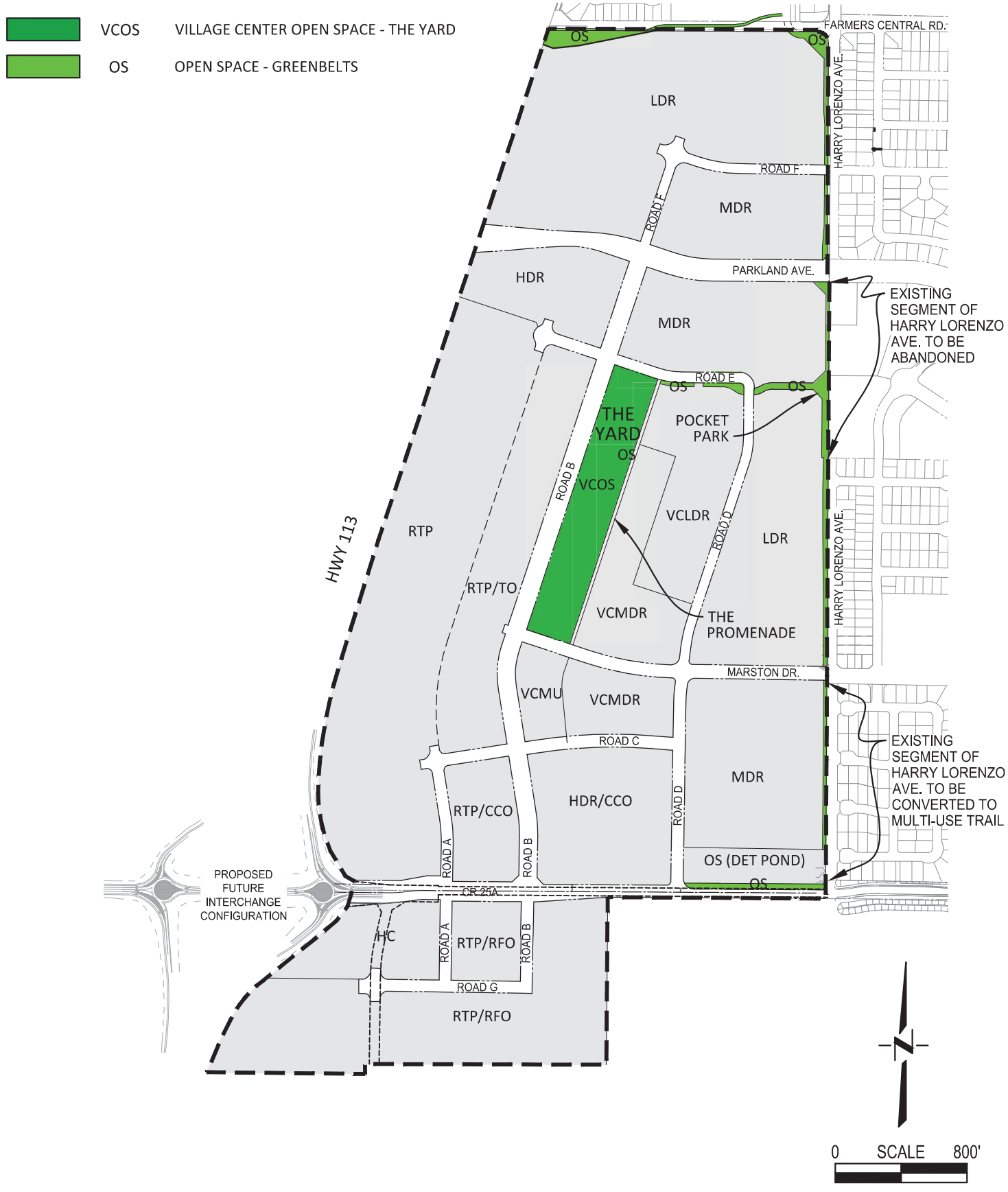
Map 4-6 shows the proposed parks and open space sites in the WRTP. The CIP includes a total of $30.1 million in land acquisition, agricultural mitigation and HCP, and construction costs for parks and open space. The planned parks and open space system includes parks, open space, and green belts throughout the WRTP. The land use plan includes an 11.6-acre neighborhood park to serve the WRTP and 6 acres of open space and greenbelts.

An additional $14.3 million in Citywide parks and recreation improvements will be payable through the City MPFP Fee Program.

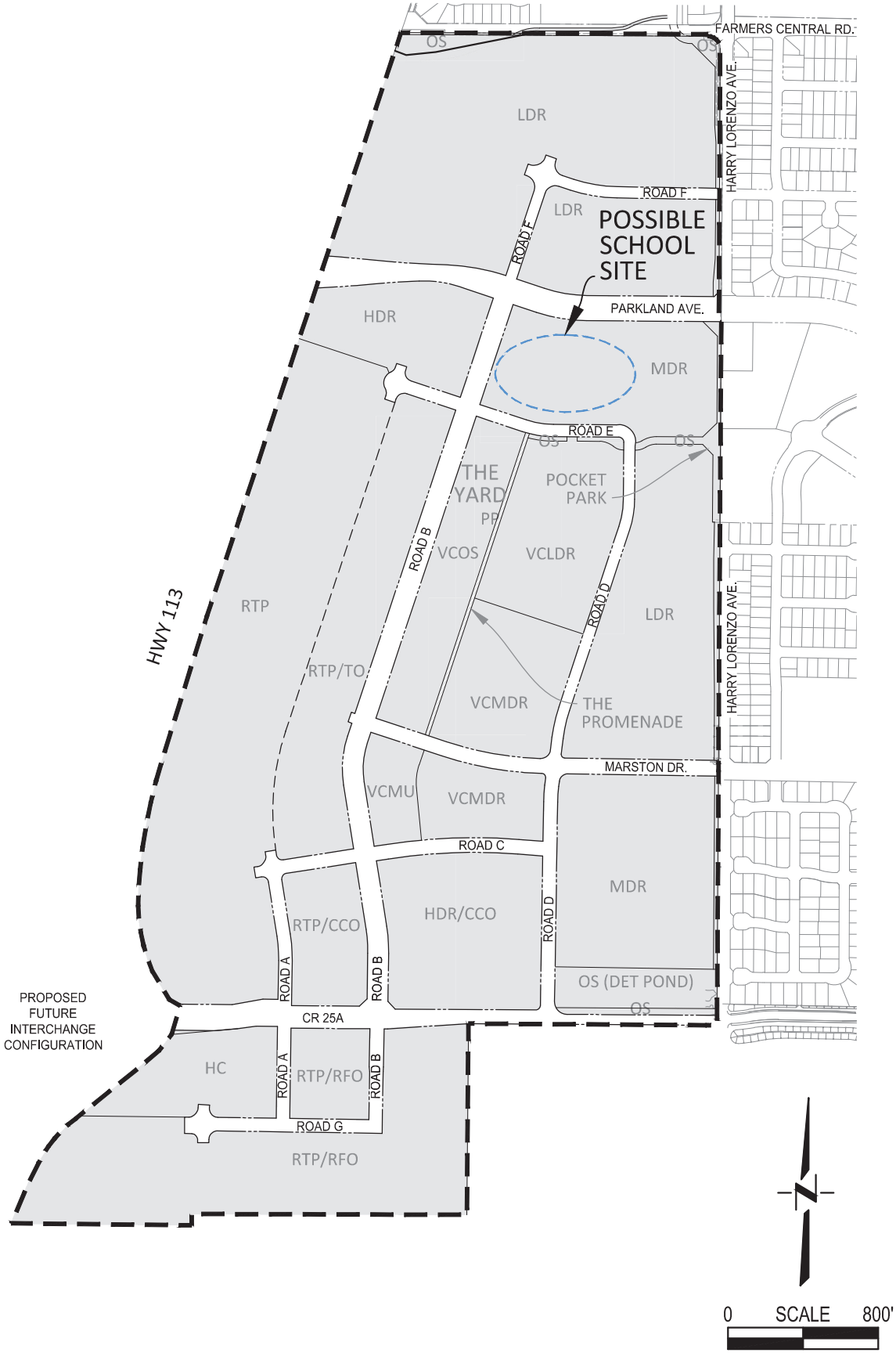
Schools

Map 4-7 shows a possible WRTP school site. It is currently undecided if a school will be constructed in the WRTP. However, land has been zoned and reserved for a 12-acre school campus if the Woodland Joint Unified School District (WJUSD) determines that there is a need for a school in the plan area. Public school students from the WRTP may be served by existing or new schools in neighboring areas of Woodland. The CIP does not contain any school costs, as schools will be constructed by the WJUSD.

Map 4-6. Proposed Parks/Open Space Sites



Map 4-7. Possible School Site



The WRTP is anticipated to contribute an estimated $13.5 million to school construction costs through the payment of WJUSD school development fees.

Libraries

New or expanded library facilities may be needed to serve the residents of the WRTP, but a library is not planned in the WRTP. The residents of the WRTP will be served by the existing public library in the City or by potential new facilities. The CIP does not contain any library costs, as required new library facilities will be constructed by the City. The WRTP will contribute an estimated $1.0 million to library improvement costs through the payment of City MPFP fees.

Fire

Fire facilities will be needed to serve the residents of the WRTP, but a fire station is not planned in the WRTP. The City plans to relocate the existing Fire Station Three from its current location two miles north of the WRTP to a site one-half mile north of the WRTP, so that this station can provide service with the required response times to the WRTP. The CIP does not contain fire facility costs, as required new fire facilities will be constructed by the City. The WRTP will contribute an estimated $9.9 million to fire facilities and equipment costs through the payment of City MPFP fees.

Police

Expanded police facilities and equipment will be needed to provide adequate law enforcement services to the residents of the WRTP, but a police station is not planned in the WRTP. The Woodland Police Department plans to add additional police officers to serve the new City residents, resulting in the need for additional equipment and vehicles. However, the City has determined that its existing police station is sufficiently sized to provide required police service levels through buildout of the WRTP. The CIP does not include police improvement costs, as the City will acquire the required new equipment and vehicles and make any facility improvements. The WRTP will contribute an estimated $2.7 million to police improvement costs through the payment of City MPFP fees.

General Government Facilities

Improvements to general government facilities, such as City Hall and other City buildings may be needed to serve the new residents and employees of the WRTP. The CIP does not include general government facilities costs, as any required improvements will be constructed by the City. The WRTP will contribute an estimated $3.3 million to general government facilities costs through the payment of City MPFP fees.

Public Transit

A public transit system will be needed to serve the new residents and employees of the WRTP. Transit improvement costs for the mobility hub are included with the Streets costs (see prior discussion in Road B section). The City may require additional start-up capital investment for vehicles and operations and maintenance costs. The City has established a Public Transit fee to fund these additional costs. The WRTP will contribute an estimated $471,000 to transit improvements through the payment of the City Public Transit Fee.

Affordable Housing

As stated in the WRTP Affordable Housing Plan, ten percent of all units developed in the WRTP shall be made available to low income residents, as defined in the City's Affordable Housing Ordinance. The developers may pay in-lieu fees established for WRTP market rate residential development to satisfy the affordable housing obligation. In addition, five acres of land shall be dedicated in the plan area for the construction of at least 160 low-income housing units. The WRTP will contribute to the construction of affordable housing through a combination of affordable housing in-lieu fees and land dedication.

Agricultural Mitigation

Development of the WRTP will result in the loss of agricultural land. The City of Woodland and Yolo County have implemented agricultural land conservation policies and mitigation programs to permanently protect agricultural land in Yolo County. The adopted conservation and mitigation programs allow for the recordation of agricultural conservation easements and/or payment of an in-lieu mitigation fee at a ratio of 1 to 3 acres of agricultural land for each acre of development (i.e. loss of prime agricultural land). The WRTP will contribute toward establishing agricultural conversation easements in Yolo County through payment of City and County agricultural land mitigation fees and/or the recordation of easements.

County Facilities

New or expanded County facilities will be needed to provide services to the residents and employees of the WRTP. The County has a County Facilities and Services Authorization development impact fee program to fund the construction of County facilities. The WRTP is estimated to contribute an estimated $6.3 million toward County facilities construction through the payment of the County FSA fees.

Habitat

Development of the WRTP will result in the loss of plant and wildlife habitats. The WRTP is within the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) coverage area, which encompasses the whole of Yolo County. The HCP/NCCP was adopted in 2018 to mitigate the impacts of development on habitats within Yolo County. A fee program is established under the HCP/NCCP to mitigate for the loss of land cover types, covered species habitat, and other biological values on a per acre basis. The WRTP is estimated to contribute $4.9 million in development-based fees to fund mitigation that will offset those losses listed above.

5. Financing Strategy and Funding Sources

Overview

The backbone infrastructure and public facilities required to serve development in the WRTP will be funded using a combination of public and private funding sources. **Table 5-1** summarizes the estimated costs and anticipated funding sources for the WRTP backbone infrastructure and public facilities. The funding sources and amounts are shown separately for improvements included in the WRTP CIP and other improvements funded through existing development impact fee programs. The funding for each of these types of improvements is discussed in the remainder of this chapter.

WRTP CIP Improvements

Developers will construct and privately finance the construction costs for most of the WRTP backbone infrastructure and public facilities included in the WRTP CIP. Specific requirements for developer construction of backbone infrastructure and public facilities will be identified in tentative map conditions and DA requirements. The developers will be required to submit an Infrastructure Phasing Plan to the City with the submission of the first tentative map for the property to be developed. The Infrastructure Phasing Plan will include the required infrastructure that the developer must construct.

For developer constructed improvements that are included in the proposed WRTP Infrastructure Fee Program (RTIF Program) the developer may receive credits or reimbursements from the proposed RTIF Program, subject to the credit and reimbursement requirements in the DA and the Master Reimbursement Agreement.

Some of the CIP improvements are not included in the RTIF Program and either will be constructed and privately funded by developers or will be constructed by the City. The Spring Lake Specific Plan area (SLSP) and future specific plan areas 1B and 1C (SP-1B and SP-1C) will contribute to the funding of some of the street improvements.

Additionally, the financing strategy includes formation of one or more land-secured bond financing districts (e.g., Mello-Roos CFD or Assessment District), which may be used to fund a portion of the total backbone infrastructure and public facilities needed at the outset of development.

Table 5-1
Woodland Research and Technology Park Financing Plan
Estimated Sources and Uses of Funding (2023$)

		WRTP CIP							Existing Fee Programs				
Item	**Total**	RTIF Program	Developer	City	SP-1B/1C	SLSP	Other	**Subtotal**	City MPFP Fees	Other City Fees	WJUSD	County	**Subtotal**
Backbone Infrastructure													
Streets [1]	**$100,727,322**	$48,702,000	$9,377,000	$3,428,000	$6,524,000	$3,015,000	-	**$71,046,000**	$29,681,322	-	-	-	**$29,681,322**
Storm Drainage	**$20,841,000**	$11,338,000	$2,012,000	-	-	-	$7,491,000	**$20,841,000**	-	-	-	-	**-**
Water	**$15,792,537**	$4,343,000	$375,000	$510,000	-	-	-	**$5,228,000**	$10,564,537	-	-	-	**$10,564,537**
Sewer	**$19,547,446**	$1,879,000	$1,131,000	$539,000	-	-	-	**$3,549,000**	$15,998,446	-	-	-	**$15,998,446**
Subtotal Backbone Infrastructure	**$156,908,304**	**$66,262,000**	**$12,895,000**	**$4,477,000**	**$6,524,000**	**$3,015,000**	**$7,491,000**	**$100,664,000**	**$56,244,304**	**-**	**-**	**-**	**$56,244,304**
Public Facilities													
Parks and Open Space	**$44,413,170**	$28,946,000	-	-	-	$1,173,000	-	**$30,119,000**	$14,294,170	-			**$14,294,170**
Schools	**$13,452,711**	-	-	-	-	-	-	**-**	-	-	$13,452,711		**$13,452,711**
Libraries	**$967,434**	-	-	-	-	-	-	**-**	$967,434	-	-	-	**$967,434**
Fire	**$9,856,258**	-	-	-	-	-	-	**-**	$9,856,258	-	-	-	**$9,856,258**
Police	**$2,720,698**	-	-	-	-	-	-	**-**	$2,720,698	-	-	-	**$2,720,698**
General Government	**$3,329,707**	-	-	-	-	-	-	**-**	$3,329,707	-	-	-	**$3,329,707**
Public Transit	**$471,196**	-	-	-	-	-	-	**-**	-	$471,196	-	-	**$471,196**
Affordable Housing	**$7,782,340**	-	-	-	-	-	-	**-**	-	$7,782,340	-	-	**$7,782,340**
Agricultural Mitigation	**$4,499,785**	-	-	-	-	-	-	**-**	-	$4,499,785	-	-	**$4,499,785**
County Facilities	**$6,263,783**	-	-	-	-	-	-	**-**	-	-	-	$6,263,783	**$6,263,783**
Habitat Conservation Plan	**$4,860,368**	-	-	-	-	-	-	**-**	-	-	-	$4,860,368	**$4,860,368**
Total Public Facilities	**$98,617,450**	**$28,946,000**	**-**	**-**	**-**	**$1,173,000**	**-**	**$30,119,000**	**$31,168,267**	**$12,753,321**	**$13,452,711**	**$11,124,150**	**$68,498,450**
Total	**$255,525,754**	**$95,208,000**	**$12,895,000**	**$4,477,000**	**$6,524,000**	**$4,188,000**	**$7,491,000**	**$130,783,000**	**$87,412,572**	**$12,753,321**	**$13,452,711**	**$11,124,150**	**$124,742,754**

Source: Cunningham Engineering; City of Woodland; EPS.

[1] WRTP CIP Streets costs differ from costs on Table A-1 because this table includes a $1.45 million interchange contingency that is not included in the CIP costs shown in Table A-1.

Existing Fee Programs

The WRTP will have an obligation to contribute to construction of other backbone infrastructure and public facilities not included in the CIP. For these public improvements, the developers will pay applicable City, County and WJUSD development impact fees.

Detailed Sources of Funding

The following sections detail the currently available sources identified to fund WRTP Facilities:

- RTIF Program
- Existing City and Other Agency Fee Programs
- Other Funding Sources

As shown in **Table 5-1**, approximately $95.2 million will be funded through the proposed RTIF Program, approximately $124.7 million will be funded by the existing fee programs, and approximately $35.6 million will be funded from other funding sources.

RTIF Program

Detailed further in **Chapter 6**, the proposed RTIF Program will help fund those backbone infrastructure and public facilities costs that are not funded by existing fee programs or other funding sources identified in the sections to follow. Facilities included in the RTIF Program include those facilities with plan-wide benefits (i.e., serve multiple individual subdivisions), the costs of which should be distributed among RTIF land uses and ownership interests.

The RTIF Program will be a City-implemented, plan area-specific development fee program applicable only to new RTIF development. The RTIF Program will fund the following types of improvements:

- Streets
- Storm Drainage
- Water
- Sewer
- Parks and Open Space

The estimated buildout fee revenue generated by the RTIF Program is detailed in **Appendix B**.

Existing City and Other Agency Fee Programs

The WRTP will be subject to all applicable City and other agency development impact fees in place at the time of acceptance of the building permit application. The WRTP will contribute to the construction of City, County, and regional backbone infrastructure and public facilities through payment of existing development impact fees. The existing fee programs in which the WRTP will participate are summarized below and were further detailed in the previous chapter:

- City MPFP Fee Program (Streets, Water, Sewer, Parks, Fire, Police, General Government)
- City Transit Fee Program
- City Affordable Housing Fee Program
- City Agricultural Mitigation Fee Program
- Yolo County Facilities and Services Authorization Fee Program

The estimated WRTP buildout fee revenue generated by these fee programs is summarized in **Table 5-1** and detailed in **Appendix B**.

Other Funding Sources

Other funding sources anticipated to fund a portion of required backbone infrastructure and public facilities are summarized below.

Other Development Projects

Other plan areas will participate in funding facilities for which they have a shared benefit with the WRTP. Specifically, future plan areas SP-1B and SP-1C will have a funding share for construction of the Parkland Avenue overcrossing, and the SLSP will have a funding share for the Highway 113/County Road 25A interchange.

Private Developers

Certain facilities will be the responsibility of individual project developers to fund. The WRTP developers will be responsible for funding a portion of the streets, storm drainage, water, and sewer costs associated with the main internal roads and Road B.

City

The City will contribute to the funding of several projects. Specifically, the City will help fund the Highway 113/County Road 25A interchange with MPFP funding and the existing sewer lift station upgrades with sewer enterprise funding and will fully fund the water system for the parks and open space.

Other

Offsite storm drainage improvements will benefit the WRTP and other areas of the City. The RTIF Program includes some funding for these improvements, but the source of the remaining required funding (approximately $7.5 million) has not been decided. It is anticipated that a portion of the funding will come from citywide development fees.

Land-Secured Financing

This Financing Plan includes the potential use of land-secured financing for a portion of the backbone infrastructure and public facilities costs. Although this Financing Plan identifies sources of funding for all the included backbone infrastructure and public facilities, major facility oversizing and substantial up-front capital outlays may be required for certain projects. Land-secured financing, in the form of either a Mello-Roos CFD or an Assessment District, may be used to provide debt financing for some of these oversized Facilities:

- **Mello-Roos CFD.** The Mello-Roos Community Facilities Act of 1982 enables public agencies to form CFDs and levy a special tax on property owners in those CFDs. These special taxes may be used to pay debt service on CFD bonds or to finance public improvements directly on a pay-as-you-go (PAYGO) basis.
- **Assessment Districts.** California statutes give local governments the authority to levy several special assessments for specific public improvements such as streets, storm drains, sewers, streetlights, curbs, gutters, and sidewalks. The agency creates a special Assessment District that defines both the area to benefit from the improvements and the properties that will pay for the improvements.

A CFD is the most likely form of land-secured financing to be used to mitigate up-front costs of construction or acquisition of backbone infrastructure and public facilities in the Project, and it is anticipated that Project developers may request that the City form a CFD on all or a portion of the Project.

The proceeds from a CFD bond sale can be used for direct funding of improvements, to acquire facilities constructed by the developer, to reimburse developers for advance-funding improvements, or to pay certain development fees. The annual special tax can be used toward bond debt service or to build or reimburse for infrastructure as needed. The proceeds of the Mello-Roos special tax can be used for direct funding of facilities or to service bond debt.

Tables 5-2 and **5-3** show a preliminary estimate of the Mello-Roos CFD bonding capacity of the Project, based on assumptions regarding tax rates, reserve fund requirements, and interest rates. Based on current assumptions, which are estimates for purposes of example in this document, the Project is estimated to have capacity to bond for approximately $86.4 million, of which $71.4 million could be available to fund Project infrastructure costs. Actual tax rates and related bond capacity will be established at the time of formation of the CFD. **Table 5-4** shows an overall estimated value to lien ratio of 20:1 at buildout.

CFD Boundaries and Improvement Areas

The City anticipates one or more property owners may wish to use land-secured financing to help fund a portion of WRTP infrastructure and public facility costs. In anticipation of these requests, this Financing Plan sets forth City preferences regarding future infrastructure CFD formations in the WRTP. A current trend for land-secured infrastructure financing for larger master-planned projects is to include phases of development (or even sub-phases) as Improvement Areas either on a stand-alone basis or within one "project-wide CFD." The City has indicated a preference for one project-wide CFD that could accommodate a number of separate Improvement Areas within that project-wide CFD. The way this structure is anticipated for WRTP is that an initial phase of the Project will be included in the formation of the projectwide CFD, as Improvement Area No. 1, with remaining phases identified in the formation documents and CFD boundary maps as a "future annexation area."

Under the Mello-Roos Act, each Improvement Area is its own geographical area which can be stand-alone or more typically within the framework of a larger, project-wide CFD that will serve as the umbrella CFD for the Project. What this means is that special taxes imposed within each Improvement Area will be the sole source of repayment for debt service for CFD Bonds issued under the authorization for that Improvement Area. Parcels and landowners in other Improvement Areas of the CFD will not be obligated to bond repayment obligations of other Improvement Areas. This CFD bond structure is favored by bond underwriters and investors and is commonly used throughout the state.

Under the proposed structure, Improvement Area No. 1 would be the initial Improvement Area under a projectwide WRTP CFD. Future areas desiring to use land secured financing may elect to annex into the existing Improvement Area No. 1 or may elect to form a new Improvement Area No. 2. The City retains discretion regarding whether to permit annexations into prior Improvement Areas. One important consideration for City policymakers is whether the proposed annexation might lengthen the duration of the special tax levy for the initial property owners within the initial Improvement Area.

Table 5-2
Woodland Research and Technology Park Financing Plan
Estimated Bond Sizing (2023$)

Item	Assumption	Estimated Bond Sizing
Maximum Special Taxes Available for Debt Service		
Estimated Annual Maximum Special Taxes [1]		**$6,337,090**
Less Estimated Administration Costs	4.00%	($254,000)
Less Delinquency Coverage	10.00%	($634,000)
Adjustment for Rounding		$910
Estimated Gross Debt Service (Rounded)		**$5,450,000**
Total Bond Size		
Total Bond Size without Tax Escalation		**$75,019,000**
Adjustment for Rounding		$81,000
Total Bond Size (Rounded)		**$75,100,000**
Increase for Annual Escalation [2]	15%	$11,265,000
Total Bond Size (Rounded)		**$86,365,000**
Estimated Bond Proceeds		
Total Bond Size (Rounded)		**$86,365,000**
Less Capitalized Interest	12 months	($5,182,000)
Less Bond Reserve Fund	1-yr. debt service	($5,450,000)
Less Issuance Cost	5.00%	($4,318,000)
Estimated Bond Proceeds		**$71,415,000**
Assumptions [3]		
Interest Rate	6.00%	
Term	30 years	
Annual Escalation	2%	

Source: City of Woodland; EPS.

[1] See Table 5-3.
[2] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total bond size by approximately 15% to 20%. This estimate uses 15% to be conservative.
[3] Estimated bond sizing based on conservative assumptions. The interest rate will be determined at the time of the bond sale. This analysis is based on an assumed bond term of 30 years.

Table 5-3
Woodland Research and Technology Park Financing Plan
Estimated Bond Proceeds (2023$)

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax Amount	Maximum Special Tax % of Total	Bond Size [1] Amount	Bond Size [1] Per Unit/Acre	Bond Proceeds Amount	Bond Proceeds Per Unit/Acre
Formula	*A*	*B*	*C = A *B*	*D = C / Total Max Tax*	*E= D x total bond*	*F = E / A*	*G = D x bond proceeds*	*H = G / A*
Residential	*units*	*per unit*				*per unit*		*per unit*
Low Density	628	$3,700	$2,323,600	37%	$31,667,171	$50,425	$26,185,504	$41,697
Medium Density	524	$3,200	$1,676,800	26%	$22,852,261	$43,611	$18,896,476	$36,062
High Density	518	$2,000	$1,036,000	16%	$14,119,121	$27,257	$11,675,065	$22,539
Subtotal Residential Land Uses	**1,670**		**$5,036,400**	**79%**	**$68,638,553**		**$56,757,046**	
Nonresidential		*per acre*						*per acre*
Village Center/Community Commercial	16.43	$10,000	$164,260	3%	$2,238,617	$136,285	$1,851,106	$112,694
Business Park	113.64	$10,000	$1,136,430	18%	$15,487,831	$136,285	$12,806,848	$112,694
Subtotal Nonresidential	**130.07**		**$1,300,690**	**21%**	**$17,726,447**		**$14,657,954**	$112,694
Total [2]			**$6,337,090**	**100.00%**	**$86,365,000**		**$71,415,000**	

Source: City of Woodland; EPS.

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.
[2] See Table 5-2 for total bond size and total bond proceeds.

Table 5-4
Woodland Research and Technology Park Financing Plan
Project Buildout Value-to-Lien Ratio (2023$)

Item	Residential			Commercial		
	Low Density	Medium Density	High Density	Village Center/ Com. Commercial	Business Park	**Total**
Estimated Project Buildout Value						
Dwelling Units / Building Square Feet	628	524	518	310,948	1,980,115	
Sales Price per Unit/Square Foot	$675,000	$550,000	$375,000	$350	$350	
Total Project Buildout Value	**$423,900,000**	**$288,200,000**	**$194,250,000**	**$108,831,800**	**$693,040,250**	**$1,708,222,050**
Estimated Bond Size						**$86,365,000**
Estimated Buildout Value-to-Lien Ratio						**20:1**

Source: City of Woodland; EPS.

Finally, although this Financing Plan includes placeholder special tax estimates for nonresidential land uses, for purposes of stimulating economic development and encouraging nonresidential development in the Project, the City may wish to exclude nonresidential development from the CFD or not have nonresidential development annex into the CFD. This Financing Plan is identifying this City preference and does not preclude inclusion or exclusion of nonresidential property from the proposed infrastructure CFD.

Phasing and the Financing Strategy

Phasing of public facility construction is an important component of the overall financing strategy. The ability to sequence public facilities will depend on the type of facility and the pace of new development. When possible, construction of public facilities will be sequenced over time as needed to serve new development. The sequencing of public facility costs will help ensure that adequate monies are available from the various financing sources to fund the public facility improvements.

Completion of backbone infrastructure and other public facilities will be phased to serve logical increments of development, based on the demand for such facilities as the WRTP builds out. The timing and amount of development in each increment will depend on many factors, such as market demand. In the normal course of the development approval process, the City will condition the WRTP's tentative maps with backbone infrastructure and other public facility requirements.

The Financing Plan is designed to be flexible enough to accommodate faster or slower growth of WRTP development in response to the market for housing and nonresidential development.

The developers of the WRTP will be responsible for advance funding and constructing all of the backbone infrastructure and public facilities needed to serve the WRTP, unless the City and WRTP proponents agree otherwise to City construction of specific improvements. Subject to the City's fee credit and reimbursement policies and the terms of the Master Reimbursement Agreement entered into by the City and all landowners/developers, some or all of this private funding will be reimbursed to the landowners/developers over time as the City is able to issue public debt through the CFD, issue credits due for landowner/developer proportionate share of fees and collect fees from other developers that will provide reimbursements. The timeframe for reimbursement is unknown and could be a considerable period of time depending on market conditions and the actual absorption of the development projects. There is no guarantee the initial developers will be fully reimbursed for the costs to oversize facilities for later development projects.

6. Woodland Research and Technology Park Plan-Area Fee Program

This Financing Plan proposes adoption of a new plan area development impact fee program, the Woodland Research and Technology Park Infrastructure Fee Program (RTIF Program), that will fund the backbone infrastructure and public facilities needed to serve the WRTP. The proposed RTIF Program is designed to fund construction of backbone infrastructure and public facilities necessary to accommodate new residents and employees generated by WRTP development after taking into consideration a variety of other funding sources for the improvements. The costs to be funded through the RTIF Program were detailed in **Chapter 4**.

The Draft WRTP Nexus Study was prepared to establish the RTIF Program and the legally required nexus findings for the City to implement the RTIF Program and to set the initial development impact fees (RTIF or fees). The Nexus Study also details key components of the implementation and administration of the proposed RTIF Program. The RTIF Program may be updated periodically to reflect changes in land uses, facilities requirements, improvement costs, and other fee program information over time.

The key features of the RTIF program are summarized in this chapter.

RTIF Program Overview

The RTIF Program will be a City-implemented plan-area-specific development impact fee program applicable only to WRTP land uses. It will be used as a mechanism to fund backbone infrastructure and public facilities needed to serve the projected new residents and employees that are not funded by other sources. The RTIF Program will contain the following fee components:

- Streets
- Parks
- Storm Drainage
- Water
- Sewer
- Administration

Table 6-1 summarizes the proposed RTIF by residential and commercial land use for each of the fee components. For each land use, the administration component fee is calculated as four percent of the sum of all other fees and will fund administration of the RTIF Program. All RTIF components will be charged and collected per residential dwelling unit or commercial acre and are consistent with the requirements of California Assembly Bill (AB) 1600 legislation, as codified by the Mitigation Fee Act (California Government Code sections 66000 et. seq.).

While the commercial fee categories (Village Commercial/Community Commercial and Business Park) are the same for all RTIF components, there are different residential fee categories for different fee components to address provisions of California Assembly Bill 602 (AB 602), enacted in 2021. AB 602 modified the Mitigation Fee Act and stipulates that a jurisdiction must calculate residential fees proportionately to the square footage of the dwelling units, with the exception of water and sewer fees and any other fees for which specific findings can be made as to why the fees should not be enacted on a square foot basis.

In response to the provisions of AB 602, some of the RTIF components must have fees that differ by dwelling unit size while other components do not need to have different fees for different unit sizes. The proposed residential fee land uses for all fee components are summarized below:

Streets and Parks Residential Fee Components

- Single Family <1,000 sq. ft.
- Single Family 1,000 – 1,999 sq. ft.
- Single Family 2,000 – 2,999 sq. ft.
- Single Family >2,999 sq. ft.
- Multifamily <1,000 sq. ft.
- Multifamily ≥1,000 sq. ft.

Storm Drainage, Water, and Sewer Residential Fee Components

- Low Density
- Medium Density
- High Density

The proposed fees are based on the best land use information, backbone infrastructure and public facilities costs estimates, funding source information, and administrative cost estimates available at this time. The land uses, cost estimates, and funding sources are detailed in prior chapters of this report and are also included in the Nexus Study.

Table 6-1
Woodland Research and Technology Park Financing Plan
RTIF Program Fee Summary (2023$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
Percentage							*4.00%*	
Residential by Land Use				*per unit*				
Low Density (LDR)	-	-	$6,952	$2,907	$1,176	**$11,036**	$441	**$11,477**
Medium Density (MDR)	-	-	$4,742	$2,475	$910	**$8,127**	$325	**$8,452**
High Density (HDR)	-	-	$3,085	$1,759	$819	**$5,663**	$227	**$5,890**
Residential by Square Foot Range								
Single Family (LDR and MDR)				*per unit*				
< 1,000 sq. ft.	$12,800	$8,199	-	-	-	**$20,999**	$840	**$21,839**
1,000 to 1,999 sq. ft.	$20,696	$14,450	-	-	-	**$35,146**	$1,406	**$36,552**
2,000 to 2,999 sq. ft	$29,904	$22,380	-	-	-	**$52,284**	$2,091	**$54,375**
> 2,999 sq. ft.	$36,547	$27,555	-	-	-	**$64,102**	$2,564	**$66,666**
Multifamily (HDR)								
< 1,000 sq. ft.	$12,256	$14,450	-	-	-	**$26,705**	$1,068	**$27,773**
≥1000 sq. ft.	$13,606	$16,533	-	-	-	**$30,139**	$1,206	**$31,345**
Residential for Average Unit Size				*per unit*				
Low Density (2,300 sq. ft.)	$29,904	$22,380	$6,952	$2,907	$1,176	**$63,321**	$2,533	**$65,854**
Medium Density (1,850 sq. ft.)	$20,696	$14,450	$4,742	$2,475	$910	**$43,273**	$1,731	**$45,004**
High Density (990 sq. ft.)	$12,256	$14,450	$3,085	$1,759	$819	**$32,368**	$1,295	**$33,663**
Commercial [1]				*per acre*				
Village Center/Community Commercial	$189,072	N/A	$22,213	$2,580	$2,596	**$216,461**	$8,658	**$225,119**
Business Park	$86,378	N/A	$22,213	$2,346	$1,731	**$112,667**	$4,507	**$117,174**
Commercial [1]				*per bldg. sq. ft.*				
Village Center/Community Commercial	$9.99	N/A	$1.17	$0.14	$0.14	**$11.43**	$0.46	**$11.89**
Business Park	$4.96	N/A	$1.27	$0.13	$0.10	**$6.47**	$0.26	**$6.73**

Source: City of Woodland; EPS

[1] Commercial fees will be charged per acre. The amount per bldg. sq. ft. is shown for comparitive purposes.

RTIF Program Implementation and Administration

Implementation

The proposed RTIF Program is anticipated to be approved by the City through an ordinance establishing and authorizing collection of the fee and a resolution setting the amount of the fees. The RTIF Program will be independent and separate from all other City, County, other agency, or regional development impact fees that will be applicable to WRTP development.

Note that as part of the tentative map process, the developers will be required to submit proposed development plans. If there has been a change to the proposed land uses or number of dwelling units that results in less RTIF revenue generation than anticipated under the original land uses, then the developer will be required to make a shortfall payment to cover the difference at the time that a final map is filed.

Administration

The City will administer the RTIF Program. The RTIF Program includes a four-percent planning and administration component to fund RTIF Program administration. Administration of the RTIF Program includes, but is not limited to, the following major tasks:

- Tracking all RTIF Program payments and assignment of fee credits and reimbursements for improvements constructed privately by developers.
- Tracking the progress of construction contracts for RTIF Program improvements.
- Performing annual fee adjustments to account for the inflation of infrastructure and public facilities costs.
- Conducting periodic reviews of development projections, facilities requirements, improvement costs, funding sources, and cost allocation methodologies and making necessary adjustments to the RTIF Program.
- Preparing the required annual and five-year reports on the status of the RTIF Program.

The RTIF Program implementation and administration are further detailed in the Nexus Study.

7. Feasibility of the Financing Plan

This chapter quantifies and evaluates the total estimated infrastructure cost burden and total effective annual tax rate anticipated for new WRTP development and makes observations regarding the financial feasibility of the Financing Plan. The financial feasibility is addressed by reviewing a total infrastructure burden analysis, as well as bond issuance guidelines, to ensure the Finance Plan will meet the required financial tests.

Description of Static Feasibility Analyses

This analysis includes the following static methods for evaluating the financial feasibility of the WRTP:

- Total Backbone Infrastructure and Public Facilities Cost Burden.
- Total Taxes and Assessments as a Percentage of Sales Price.

Each of these methods is based on a static financial feasibility evaluation. To be considered financially feasible, the Project should meet each of the static feasibility tests.

It is important to note that these feasibility metrics, described in detail below, should be considered initial diagnostics, offering a general indicator of whether or not a project is likely to meet financial feasibility criteria or whether measures should be taken to improve viability, either through a reduction in cost burdens, identification of other funding sources, or other approaches. None of the indicators, by themselves, should be considered absolute determinations regarding Project feasibility.

Total Backbone Infrastructure and Public Facilities Cost Burden

It is common for developers of major development projects to advance-fund and carry infrastructure costs for some timeframe. The impact of the land developer's cost burden depends on several factors, including the timeframe for the reimbursements and the extent to which full reimbursement is received, either through public funding programs or through adjustments in land sales prices.

The purpose of the total backbone infrastructure and public facilities cost burden feasibility test is to assess the financial feasibility of the WRTP, given all current and proposed fees and the additional burden of WRTP-specific infrastructure costs. This feasibility test assesses the total fee burden on residential dwelling units associated with the proposed backbone infrastructure and public facilities.

The total backbone infrastructure and public facilities cost burden feasibility test provides a performance indicator of a project's feasibility. For each residential land use, the total cost burden per dwelling unit and nonresidential building square foot is expressed as a percent of the finished sales price. Project feasibility is evaluated based on the following general guidelines or benchmarks:

- Burdens below 15 percent generally are considered financially feasible.
- Burdens between 15 and 20 percent may be feasible depending on the specific circumstances of the project.
- Burdens above 20 percent suggest a project may not be financially feasible unless other components of the project pro forma are particularly advantageous to the developer, thus allowing the project to bear unusually high backbone infrastructure and public facilities costs.[1]

These static feasibility benchmarks are based on EPS's experience conducting financial feasibility analyses for numerous projects throughout the Sacramento Region and Central Valley over the last 3 decades. This feasibility diagnostic is merely a tool that can be used—along with other tools—as a general measure of financial feasibility. This measure should not automatically be interpreted to mean that if one land use type exceeds the threshold, the project definitely is infeasible. In certain circumstances, there are ways in which a development project can mitigate against a high cost burden. In addition, the backbone infrastructure and public facilities costs will be fine-tuned and possibly reduced as engineering studies are completed closer to actual construction.

[1] Such other components may include extraordinarily low land basis (e.g., land has been in the family for a long time, land acquired during severe real estate market downturn, etc.), development phasing (e.g., fast early absorption ahead of a major infrastructure cost such as a new water treatment plant), or low or no environmental mitigation requirements (e.g., through avoidance or on-site preservation).

As summarized in **Table 7-1** (and further detailed in **Appendix B**), the total backbone infrastructure and public facilities cost burden accounts for between approximately 19.2 percent and 19.8 percent of the estimated sales price of residential units in the WRTP. Cost burdens of this magnitude are at the upper end of the diagnostic range indicating that the Project may be financially feasible if home sales values do not taper or if infrastructure costs don't continue to escalate rapidly. Other factors such as the magnitude of advance funding requirements within each development phase, anticipated reimbursement timeframes, and development absorption would also factor into the feasibility of individual development phases. Although fee burdens for new development in Woodland plan areas typically are close to 20 percent, the City generally experiences strong building permit activity except under the most difficult economic circumstances.

The infrastructure cost burden could change for several reasons, including a re-allocation of costs among land uses and cost reductions resulting from fine-tuning the estimates as engineering studies are completed and the WRTP development becomes closer to implementation. The cost burden estimates will continue to be examined and may be refined as the WRTP development is implemented.

Total Taxes and Assessments as a Percentage of Sales Price

The Total Taxes and Assessments as a Percentage of Sales Price feasibility test often is referred to as a "two-percent test." This test provides another measure of the financial feasibility of a project that is used by land developers, builders, and municipal governments to evaluate development projects. The Total Taxes and Assessments as a Percentage of Sales Price test provides a general rule for the feasibility of proposed annual special taxes and assessments. In general, if the sum of property taxes, other ad valorem taxes, and all annual special taxes and assessments is less than 2 percent of the average finished home sales price, then the burden of annual taxes and assessments is considered financially feasible. In the Sacramento Region, jurisdictions and developers typically target total taxes and assessments at levels no greater than approximately 1.6 percent to 1.8 percent of the finished home sales price.

Table 7-2 shows the estimated taxes and assessments as a percentage of home sales prices for three different proposed Project land uses. The total annual amount includes the following taxes and assessments:

- Property taxes
- Other general ad valorem taxes (e.g., school/other General Obligation bonds)
- Services CFD taxes
- Infrastructure CFD taxes (proposed in this Finance Plan)

Table 7-1
Woodland Research and Technology Park Financing Plan
Summary of Infrastructure Burden per Unit or Building Square Foot (2023$)

Item	Fee per Unit			Fee per Building Square Foot	
	Low Density	Medium Density	High Density	Village Center/ Com. Commercial	Business Park
Sales Price per Dwelling Unit/Sq. Ft.	$675,000	$550,000	$375,000	$350	$350
City Building Permit Processing Fees	**$3,861**	**$3,608**	**$1,274**	**$1.44**	**$1.83**
City Development Impact Fees					
General City	$1,005	$1,005	$755	$0.67	$0.79
Fire	$3,406	$3,406	$2,042	$1.99	$2.15
Library	$628	$628	$471	$0.00	$0.00
Police	$823	$823	$616	$0.55	$0.65
Wastewater	$7,524	$7,524	$5,642	$3.07	$1.74
Parks & Recreation	$9,279	$9,279	$6,959	$0.00	$0.00
Roads	$9,915	$9,915	$4,063	$12.31	$6.23
Water	$6,174	$6,174	$977	$0.42	$0.46
Administration	$291	$291	$154	$0.14	$0.09
Affordable Housing - Proposed	$6,900	$4,625	$1,980	$0.00	$0.00
Agricultural Mitigation	$2,500	$1,250	$625	$0.79	$0.86
Public Transit Fee (due at final map)	$311	$311	$218	$0.00	$0.00
Total Citywide Development Impact Fees	**$48,756**	**$45,231**	**$24,502**	**$19.94**	**$12.97**
Other Agency Fees					
County Facilities and Services Authorization (FSA)	$3,118	$3,118	$2,312	$0.50	$0.67
School District Fees	$9,384	$7,548	$4,039	$0.66	$0.66
Yolo County HCP Fee	$2,700	$1,350	$675	$0.86	$0.93
Total Other Agency Fees	**$15,202**	**$12,016**	**$7,026**	**$2.02**	**$2.26**
RTIF - Proposed	**$65,854**	**$45,004**	**$33,663**	**$11.89**	**$6.73**
Total Fees	**$133,673**	**$105,859**	**$66,465**	**$35.30**	**$23.78**
Percentage of Sales Price	**19.8%**	**19.2%**	**17.7%**	**10.1%**	**6.8%**

Source: City of Woodland; Yolo County; WJUSD; EPS

Table 7-2
Woodland Research and Technology Park Financing Plan
Test of 2% Sales Price - Residential Market-Rate Units (2023$)

Item	Pct.	Residential			Commercial	
		LDR	MDR	HDR	Village Center/ Com. Commercial	Business Park
Assumptions		*price per unit*			*price per bldg. sq. ft.*	
Sales Price		$675,000	$550,000	$375,000	$350	$350
FAR					0.43	0.40
Maintenance CFD Category (assumes SLSP rates)		Avg of R-5 and R-8	R-15	R-25	Non-Res.	Non-Res.
Property Taxes		*per unit*			*per bldg. sq. ft.*	
General Property Tax [2]	1.0000%	$6,750	$5,500	$3,750	$3.50	$3.50
WJUSD	0.0190%	$128	$105	$71	$0.07	$0.07
Yuba CCD 2006	0.0240%	$162	$132	$90	$0.08	$0.08
Yuba CCD 2016	0.0081%	$55	$45	$31	$0.03	$0.03
Total Ad Valorem Taxes Range	**1.0512%**	**$7,095**	**$5,781**	**$3,942**	**$3.68**	**$3.68**
Estimated Special Annual Taxes/Assessments						
Maintenance CFD [1]		$1,122	$669	$599	$0.20	$0.20
Sports Park Maintenance CFD [2]		$218	$180	$180	$0.03	$0.04
Total Estimated Special Annual Taxes/Assessments		**$1,340**	**$850**	**$779**	**$0.23**	**$0.24**
Estimated WRTP Infrastructure CFD [3]		**$3,700**	**$3,200**	**$2,000**	**$0.53**	**$0.57**
Total Annual Taxes and Assessments		**$12,135**	**$9,831**	**$6,721**	**$4.44**	**$4.49**
Taxes & Assessments as % of Sales Price		**1.80%**	**1.79%**	**1.79%**	**1.27%**	**1.28%**

Source: City of Woodland; EPS.

[1] Maintenance CFD residential rates set equal to SLSP rates; nonresidential rates estimated by EPS. Per the City, the following SLSP rates are assumed for the WRTP land use categories:
LDR: average of SLSP R-5 and R-8 rates
MDR: SLSP R-15 rate
HDR: SLSP R-25 rate
[2] Sports Park maintenance CFD rates set equal to SLSP rates. Assumed Spring Lake categories are the same as those shown above in footnote [1].
[3] Residential rates set so that taxes and assessments=1.80% of sales price. Nonresidential rates set at $10,000 per acre.

It is proposed that development in the WRTP participate in two services CFDs to pay for required services and ongoing maintenance of public improvements. One of the two districts would be a general maintenance CFD to provide funding for services, operations, and maintenance specifically required for WRTP development. In addition, the WRTP will be required to participate in the Citywide Sports Park maintenance CFD. When combined with the potential implementation of infrastructure special taxes that range from $2,000 to $3,700 per unit, the WRTP total special taxes and assessments would equal approximately 1.80% of the home sales prices.

8. Financing Plan Implementation

This Financing Plan establishes a detailed and specific financing strategy for the WRTP. This chapter identifies the key administration and implementation actions and policies that will be required to carry out the financing strategy.

Implementation of the Financing Plan, along with EIR mitigation measures, DA provisions, and Master Reimbursement Agreement provisions will ensure that the public improvements needed to serve the WRTP are constructed consistent with the Specific Plan requirements. The City will implement the Financing Plan, which will include the following near-term and ongoing actions related specifically to the WRTP:

- Approval of the Specific Plan.
- Approval of the DAs and the Master Reimbursement Agreement between the developers and the City.
- Adoption of the Nexus Study and establishment of the RTIF Program.
- Coordinating closely with all appropriate City departments and other service providers to implement the Financing Plan.
- Working with State and Federal agencies to secure State and Federal funding, where available and applicable.
- Coordinating the infrastructure construction program and funding sources with the developers.
- Periodically reviewing and updating the CIP.
- Monitoring identified revenue sources.
- Estimating fee program cash flows.
- Forming CFD(s) or other financing districts and administering subsequent bond sales and tax collection.
- Accounting for RTIF payments, credits, and reimbursements.
- Updating and adjusting the RTIF Program as new infrastructure cost, land use, and revenue information become available.

Updates

It is anticipated that as the Financing Plan is implemented, there may be changes to anticipated development, public facilities costs, and funding sources. Changes should be evaluated in the context of the overall financing strategy framework, ensuring that required funding is available when needed. The costs and funding sources for the Project may need to be adjusted periodically to reflect changes in the Specific Plan.

Such changes over time may be updated or reflected in the documents and City actions taken to implement various financing mechanisms identified in this document rather than revisiting or updating the Financing Plan itself. The City has the discretion to determine whether the Financing Plan itself should be updated or whether applicable updates should be made to the implementing documents themselves.

APPENDICES:

Appendix A: Summary of WRTP Capital Improvement Program

Appendix B: Development Impact Fee Analysis

Appendix C: Infrastructure Cost Burden Comparison

APPENDIX A:

Summary of WRTP Capital Improvement Program

Table A-1 Backbone Infrastructure Cost Estimates (2 pages) A-1

Table A-1
Woodland Research and Technology Park Financing Plan
Backbone Infrastructure Cost Estimates (2023$)

Item	Assumption	Total Estimated Costs: Streets [1]	Storm Drainage	Water	Sewer	Parks and Open Space	Planning and Admin.	Total	RTIF: Streets [1]	Storm Drainage	Water	Sewer	Parks and Open Space	Planning and Admin.	Total
County Road 25A (Hwy 113 to Harry Lorenzo and Parkland to Miekle)															
Construction		$4,173,000	$249,000	$374,000	$0	$0	$0	**$4,796,000**	$4,173,000	$249,000	$374,000	$0	$0	$0	**$4,796,000**
Contingency	10%	$418,000	$25,000	$37,000	$0	$0	$0	**$480,000**	$418,000	$25,000	$37,000	$0	$0	$0	**$480,000**
Soft Cost	15%	$626,000	$37,000	$56,000	$0	$0	$0	**$719,000**	$626,000	$37,000	$56,000	$0	$0	$0	**$719,000**
Subtotal County Road 25A		**$5,217,000**	**$311,000**	**$467,000**	**$0**	**$0**	**$0**	$5,995,000	**$5,217,000**	**$311,000**	**$467,000**	**$0**	**$0**	**$0**	$5,995,000
Parkland Avenue															
Construction		$5,451,000	$652,000	$369,000	$0	$0	$0	**$6,472,000**	$5,451,000	$652,000	$369,000	$0	$0	$0	**$6,472,000**
Contingency	10%	$545,000	$65,000	$37,000	$0	$0	$0	**$647,000**	$545,000	$65,000	$37,000	$0	$0	$0	**$647,000**
Soft Cost	15%	$818,000	$98,000	$55,000	$0	$0	$0	**$971,000**	$818,000	$98,000	$55,000	$0	$0	$0	**$971,000**
Subtotal Parkland Avenue		**$6,814,000**	**$815,000**	**$461,000**	**$0**	**$0**	**$0**	$8,090,000	**$6,814,000**	**$815,000**	**$461,000**	**$0**	**$0**	**$0**	$8,090,000
Main Internal Roadways															
Construction		$12,008,000	$3,723,000	$1,914,000	$1,579,000	$0	$0	**$19,224,000**	$5,246,000	$2,113,000	$1,614,000	$1,041,000	$0	$0	**$10,014,000**
Contingency	10%	$1,201,000	$372,000	$191,000	$158,000	$0	$0	**$1,922,000**	$525,000	$211,000	$161,000	$104,000	$0	$0	**$1,001,000**
Soft Cost	15%	$1,801,000	$558,000	$287,000	$237,000	$0	$0	**$2,883,000**	$787,000	$317,000	$242,000	$156,000	$0	$0	**$1,502,000**
Subtotal Main Internal Roadways		**$15,010,000**	**$4,653,000**	**$2,392,000**	**$1,974,000**	**$0**	**$0**	$24,029,000	**$6,558,000**	**$2,641,000**	**$2,017,000**	**$1,301,000**	**$0**	**$0**	$12,517,000
Road B															
Mobility Hub (includes 25% contingency)		$862,000	$0	$0	$0	$0	$0	**$862,000**	$862,000	$0	$0	$0	$0	$0	**$862,000**
Other Construction		$10,048,000	$839,000	$1,118,000	$467,000	$0	$0	**$12,472,000**	$10,048,000	$839,000	$1,118,000	$101,000	$0	$0	**$12,106,000**
Contingency (on Other Construction)	10%	$1,005,000	$84,000	$112,000	$47,000	$0	$0	**$1,248,000**	$1,005,000	$84,000	$112,000	$10,000	$0	$0	**$1,211,000**
Soft Cost	15%	$1,637,000	$126,000	$168,000	$70,000	$0	$0	**$2,001,000**	$1,637,000	$126,000	$168,000	$15,000	$0	$0	**$1,946,000**
Subtotal Road B		**$13,552,000**	**$1,049,000**	**$1,398,000**	**$584,000**	**$0**	**$0**	$16,583,000	**$13,552,000**	**$1,049,000**	**$1,398,000**	**$126,000**	**$0**	**$0**	$16,125,000
Harry Lorenzo - Half Section North [2]		**$387,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$387,000	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0
Hwy 113/CR 25A Interchange															
Right of Way and Utilities (no soft costs/cont.)		$250,000	$0	$0	$0	$0	$0	**$250,000**	$132,000	$0	$0	$0	$0	$0	**$132,000**
Construction (incl. 20% contingency)		$10,307,000	$0	$0	$0	$0	$0	**$10,307,000**	$5,463,000	$0	$0	$0	$0	$0	**$5,463,000**
Construction Management	15%	$1,546,000	$0	$0	$0	$0	$0	**$1,546,000**	$819,000	$0	$0	$0	$0	$0	**$819,000**
Soft Cost	15.56%	$1,604,000	$0	$0	$0	$0	$0	**$1,604,000**	$850,000	$0	$0	$0	$0	$0	**$850,000**
Subtotal SR 113/CR 25A Interchange		**$13,707,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$13,707,000	**$7,264,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$7,264,000
Parkland Avenue Overcrossing															
Construction		$7,863,000	$0	$0	$0	$0	$0	**$7,863,000**	$3,590,000	$0	$0	$0	$0	$0	**$3,590,000**
Construction Management	25%	$1,966,000	$0	$0	$0	$0	$0	**$1,966,000**	$898,000	$0	$0	$0	$0	$0	**$898,000**
Soft Cost	15%	$1,180,000	$0	$0	$0	$0	$0	**$1,180,000**	$539,000	$0	$0	$0	$0	$0	**$539,000**
Subtotal Parkland Avenue Overcrossing		**$11,009,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$11,009,000	**$5,027,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$5,027,000
Sewer Lift Station Upgrades															
Construction		$0	$0	$0	$734,000	$0	$0	**$734,000**	$0	$0	$0	$335,000	$0	$0	**$335,000**
Offsite Contingency	20%	$0	$0	$0	$147,000	$0	$0	**$147,000**	$0	$0	$0	$67,000	$0	$0	**$67,000**
Soft Cost	15%	$0	$0	$0	$110,000	$0	$0	**$110,000**	$0	$0	$0	$50,000	$0	$0	**$50,000**
Subtotal Sewer Lift Station Upgrades		**$0**	**$0**	**$0**	**$991,000**	**$0**	**$0**	$991,000	**$0**	**$0**	**$0**	**$452,000**	**$0**	**$0**	$452,000
Greenbelts, Parks, and Ponds															
Construction		$0	$3,632,000	$408,000	$0	$22,249,000	$0	**$26,289,000**	$0	$3,632,000	$0	$0	$21,310,000	$0	**$24,942,000**
Contingency	10%	$0	$363,000	$41,000	$0	$2,225,000	$0	**$2,629,000**	$0	$363,000	$0	$0	$2,131,000	$0	**$2,494,000**
Soft Cost	15%	$0	$545,000	$61,000	$0	$3,337,000	$0	**$3,943,000**	$0	$545,000	$0	$0	$3,197,000	$0	**$3,742,000**
Subtotal Greenbelts, Parks, and Ponds		**$0**	**$4,540,000**	**$510,000**	**$0**	**$27,811,000**	**$0**	$32,861,000	**$0**	**$4,540,000**	**$0**	**$0**	**$26,638,000**	**$0**	$31,178,000
Off-Site Storm Drainage		**$0**	**$8,650,000**	**$0**	**$0**	**$0**		$8,650,000	**$0**	**$1,159,000**	**$0**	**$0**	**$0**		$1,159,000
Land Allocations		**$2,908,000**	**$648,000**	**$0**	**$0**	**$2,035,000**	**$0**	$5,591,000	$1,828,000	$648,000	$0	$0	$2,035,000	$0	**$4,511,000**
Ag Mitigation and HCP Cost		**$992,000**	**$175,000**	**$0**	**$0**	**$273,000**	**$0**	$1,440,000	**$992,000**	**$175,000**	**$0**	**$0**	**$273,000**	**$0**	$1,440,000
Subtotal Costs		**$69,596,000**	**$20,841,000**	**$5,228,000**	**$3,549,000**	**$30,119,000**	**$0**	$129,333,000	**$47,252,000**	**$11,338,000**	**$4,343,000**	**$1,879,000**	**$28,946,000**	**$0**	$93,758,000
Planning and Administration [3]	0%	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0
Total Costs		**$69,596,000**	**$20,841,000**	**$5,228,000**	**$3,549,000**	**$30,119,000**	**$0**	$129,333,000	**$47,252,000**	**$11,338,000**	**$4,343,000**	**$1,879,000**	**$28,946,000**	**$0**	$93,758,000

Source: Cunningham Engineering

[1] Includes Grading & Erosion Control, Street Work & Concrete, Dry Utilities, Streetlights, Mobility Hub, and ROW acquisition.
[2] Improvements completed.
[3] Planning and Administration costs from CIP are excluded because they are accounted for in the RTIF Program Administration fee component.

Table A-1
Woodland Research and Technology Park Financing Plan
Backbone Infrastructure Cost Estimates (2023$)

Item	Assumption	Developer					City				SP-1B/1C	SLSP			Other
		Streets [1]	Storm Drainage	Water	Sewer	Total	Streets [1]	Water	Sewer	Total	Streets [1]	Streets [1]	Parks and Open Space	Total	Storm Drainage
County Road 25A (Hwy 113 to Harry Lorenzo and Parkland to Miekle)															
Construction		$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Subtotal County Road 25A		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Parkland Avenue															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Parkland Avenue		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Main Internal Roadways															
Construction		$6,762,000	$1,610,000	$300,000	$538,000	**$9,210,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$676,000	$161,000	$30,000	$54,000	**$921,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$1,014,000	$241,000	$45,000	$81,000	**$1,381,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Main Internal Roadways		**$8,452,000**	**$2,012,000**	**$375,000**	**$673,000**	**$11,512,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Road B															
Mobility Hub (includes 25% contingency)		$0	$0	$0	$0	**$0**									
Other Construction		$0	$0	$0	$366,000	**$366,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency (on Other Construction)	10%	$0	$0	$0	$37,000	**$37,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$55,000	**$55,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Road B		**$0**	**$0**	**$0**	**$458,000**	**$458,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Harry Lorenzo - Half Section North [2]		**$387,000**	**$0**	**$0**	**$0**	**$387,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Hwy 113/CR 25A Interchange															
Right of Way and Utilities (no soft costs/cont.)		$0	$0	$0	$0	**$0**	$63,000	$0	$0	**$63,000**	**$0**	$55,000		**$55,000**	$0
Construction (incl. 20% contingency)		$0	$0	$0	$0	**$0**	$2,577,000	$0	$0	**$2,577,000**	$0	$2,267,000		**$2,267,000**	$0
Construction Management	15%	$0	$0	$0	$0	**$0**	$387,000	$0	$0	**$387,000**	$0	$340,000		**$340,000**	$0
Soft Cost	15.56%	$0	$0	$0	$0	**$0**	$401,000	$0	$0	**$401,000**	$0	$353,000		**$353,000**	$0
Subtotal SR 113/CR 25A Interchange		**$0**	**$0**	**$0**	**$0**	**$0**	**$3,428,000**	**$0**	**$0**	**$3,428,000**	**$0**	**$3,015,000**		**$3,015,000**	**$0**
Parkland Avenue Overcrossing															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$4,273,000	$0		**$0**	$0
Construction Management	25%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$1,068,000	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$641,000	$0		**$0**	$0
Subtotal Parkland Avenue Overcrossing		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,982,000**	**$0**		**$0**	**$0**
Sewer Lift Station Upgrades															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$399,000	**$399,000**	$0	$0		**$0**	$0
Offsite Contingency	20%	$0	$0	$0	$0	**$0**	$0	$0	$60,000	**$60,000**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$80,000	**$80,000**	$0	$0		**$0**	$0
Subtotal Sewer Lift Station Upgrades		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$539,000**	**$539,000**	**$0**	**$0**		**$0**	**$0**
Greenbelts, Parks, and Ponds															
Construction		$0	$0	$0	$0	**$0**	$0	$408,000	$0	**$408,000**	$0	$0	$939,000	**$939,000**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0	$41,000	$0	**$41,000**	$0	$0	$94,000	**$94,000**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$61,000	$0	**$61,000**	$0	$0	$140,000	**$140,000**	$0
Subtotal Greenbelts, Parks, and Ponds		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$510,000**	**$0**	**$510,000**	**$0**	**$0**	**$1,173,000**	**$1,173,000**	**$0**
Off-Site Storm Drainage		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$7,491,000**
Land Allocations		$538,000	$0	$0	$0	**$538,000**	**$0**	**$0**	**$0**	**$0**	**$542,000**	**$0**		**$0**	**$0**
Ag Mitigation and HCP Cost		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Subtotal Costs		**$9,377,000**	**$2,012,000**	**$375,000**	**$1,131,000**	**$12,895,000**	**$3,428,000**	**$510,000**	**$539,000**	**$4,477,000**	**$6,524,000**	**$3,015,000**	**$1,173,000**	**$4,188,000**	**$7,491,000**
Planning and Administration [3]	0%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Costs		**$9,377,000**	**$2,012,000**	**$375,000**	**$1,131,000**	**$12,895,000**	**$3,428,000**	**$510,000**	**$539,000**	**$4,477,000**	**$6,524,000**	**$3,015,000**	**$1,173,000**	**$4,188,000**	**$7,491,000**

Source: Cunningham Engineering

[1] Includes Grading & Erosion Control, Street Work & Concrete, Dry Utilities, Streetlights, Mobility Hub, and ROW acquisition.
[2] Improvements completed.
[3] Planning and Administration costs from CIP are excluded because they are accounted for in the RTIF Program Administration fee component.

APPENDIX B:

Development Impact Fee Analysis

Table B-1	Single-Family Development Fees	B-1
Table B-2	Multifamily Development Fees	B-2
Table B-3	Nonresidential Development Fees (2 pages)	B-3
Table B-4	Estimated WRTP Fee Revenue for Backbone Infrastructure and Public Facilities	B-5

Table B-1
Woodland Research and Technology Park Financing Plan
Single Family Development Fees (2023$)

Development Impact Fees	Description/Formula	Fee per Unit: Low Density	Fee per Unit: Medium Density
Assumptions			
Building Valuation Group		R-3	R-3
Construction Type		VB	VB
Valuation per sq. ft. (VB construction type Feb. 2023)		$167.37	$167.37
Garage Valuation per sq. ft. (VB construction type Feb. 2023)		$66.48	$66.48
Square Feet		2,300	1,850
Garage Square Feet		450	400
Units per Acre		6	12
Building Valuation per Unit		$384,951	$309,635
Garage Valuation per Unit		$29,916	$26,592
Total Unit Valuation		**$414,867**	**$336,227**
City Building Permit Processing Fees (effective July 1, 2022)		*Fee per Unit*	
Building Inspection and Plan Review Fee [1]		$1,641	$1,402
Green Building Plan Review		$276	$276
Permit Processing Charge/Application		$8	$8
Seismic/Strong Motion	$0.00013 of total valuation	$54	$44
California Building Standards Commission Fee	$1.00 per $25,000 value	$17	$14
Electrical Permit Processing		$58	$58
Electrical Inspection	10% of building fee; $200 min.	$200	$200
Plumbing Permit Processing		$58	$58
Pluming Inspection	20% of building fee; $400 min.	$400	$400
Mechanical Permit Processing		$58	$58
Mechanical Inspection	10% of building fee; $200 min.	$200	$200
Solar Plan Review and Inspection		$280	$280
Energy Compliance Inspections		$55	$55
Fire Sprinklers Plan Check and Review		$556	$556
Total Processing Fees		**$3,861**	**$3,608**
City Development Impact Fees (effective Jan. 1, 2023)			
General City		$1,005	$1,005
Fire		$3,406	$3,406
Library		$628	$628
Police		$823	$823
Wastewater		$7,524	$7,524
Parks & Recreation		$9,279	$9,279
Roads		$9,915	$9,915
Water		$6,174	$6,174
Administration		$291	$291
Affordable Housing - Proposed	Fee per sq. ft.: LDR: $3; MDR: $2.50	$6,900	$4,625
Agricultural Mitigation [2]	$15,000 per acre	$2,500	$1,250
Public Transit Fee (due at final map)		$311	$311
Total City Development Impact Fees		**$48,756**	**$45,231**
Other Agency Fees			
County Facilities and Services Authorization (effective 9/13/16)		$3,118	$3,118
School District Fees [3]	$4.08 per sq. ft.	$9,384	$7,548
Yolo County HCP Fee (effective 3/27/23)	$16,202 per acre	$2,700	$1,350
Total Other Agency Fees		**$15,202**	**$12,016**
RTIF - Proposed		**$65,854**	**$45,004**
Total Fees per Unit		**$133,673**	**$105,859**

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First 1,000 sq. ft.; $946
1,000-2,000 sq. ft.: $53.60 for each 100 sq. ft. or fraction thereof
2,000-3,000 sq. ft.: $53.10 for each 100 sq. ft. or fraction thereof
[2] Estimated amount. Different requirements for different development and mitigation land.
[3] Fee for all areas of Woodland except Spring Lake. Spring Lake rate is $6.13 per sq. ft.

Table B-2
Woodland Research and Technology Park Financing Plan
Multifamily Development Fees (2023$)

Development Impact Fees	Description/Formula		Multifamily (High Density) Per Permit	Multifamily (High Density) Per Unit
Assumptions				
Building Valuation Group			R-2	
Valuation per sq. ft. (VA construction type)			$117.40	
Square Feet per Unit			990	
Units per Acre			24	
Acres per Permit			1	
Building Valuation per Unit			**$116,226**	
Total Building Valuation per Permit			**$2,789,424**	
City Building Permit Processing Fees				
Building Inspection/Building Permit Fee [1]			$15,491	$645
Plan Review	65%	of bldg. insp. fee	$10,069	$420
Permit Processing Charge/Application	$58	per permit	$58	$2
Energy Plan Review	5%	of plan review	$503	$21
Disability Plan Review	5%	of plan review	$503	$21
Seismic/Strong Motion	$0.00028	of valuation	$781	$33
California Building Standards Commission Fee	$1.00	per $25,000 value	$112	$5
Electrical Permit Processing	$58	per permit	$58	$2
Electrical Inspection	$0.012	per sq. ft.	$285	$12
Plumbing Permit Processing	$58	per permit	$58	$2
Pluming Inspection	$0.02	per sq. ft.	$475	$20
Mechanical Permit Processing	$58	per permit	$58	$2
Mechanical Inspection	$0.012	per sq. ft.	$285	$12
Solar Plan Review and Inspection	$600	per permit	$600	$25
Energy Compliance Inspections	$9	per unit	$216	$9
Fire Sprinklers Plan Check and Review [2]	$1,017	per permit	$1,017	$42
Total Processing Fees			**$30,570**	**$1,274**
City Development Impact Fees (effective Jan. 1, 2023)				
General City				$755
Fire				$2,042
Library				$471
Police				$616
Wastewater				$5,642
Parks & Recreation				$6,959
Roads				$4,063
Administration				$154
Water (including 0.75% administration)				$977
Affordable Housing - Proposed	$2.00	per sq. ft.		$1,980
Agricultural Mitigation [3]	$15,000	per acre		$625
Public Transit Fee (due at final map) [4]				$218
Total Citywide Development Impact Fees				**$24,502**
Other Agency Fees				
County Facilities and Services Authorization (effective 9/13/16)				$2,312
School District Fees [5]	$4.08	per sq. ft.		$4,039
Yolo County HCP Fee (effective 3/27/23)	$16,202	per acre		$675
Total Other Agency Fees				**$7,026**
RTIF - Proposed				**$33,663**
Total Fees				**$66,465**

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50. Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 + $0.05 per bldg. sq. ft. for first 10,000 square feet + $0.02 per bldg. sq. ft. for remaining square feet.
[3] Estimated amount. Different requirements for different development and mitigation land.
[4] 70% of single family fee.
[5] Fee for all areas of Woodland except Spring Lake. Spring Lake rate is $6.13 per sq. ft.

Table B-3
Woodland Research and Technology Park Financing Plan
Nonresidential Development Fees (2023$)

Item	Description/Formula		Fee per Permit: Village Center/ Com. Commercial	Fee per Permit: Business Park
Assumptions				
Building Valuation Group			M	B
Construction Type			IIIA	IIIA
Valuation per sq. ft. (ICC February 2023)			$164.83	$213.00
Acres			5.00	5.00
FAR			0.43	0.40
Square Feet			94,651	87,120
Total Project Valuation			$15,601,351	$18,556,554
Water Meters			2	2
Water Meter Size			2"	2"
City Building Permit Processing Fees (effective July 1, 2022)				
Building Inspection/Building Permit Fee	[1]		$72,431	$85,571
Plan Review	65%	of bldg. insp. fee	$47,080	$55,621
Permit Processing Charge/Application	$58	per permit	$58	$58
Energy Plan Review	5%	of plan review	$2,354	$2,781
Disability Plan Review	5%	of plan review	$2,354	$2,781
Seismic/Strong Motion	$0.00028	of valuation	$4,368	$5,196
California Building Standards Commission	$1.00	per $25,000 value	$625	$743
Electrical Permit Processing	$58	per permit	$58	$58
Electrical Inspection	$0.012	per sq. ft.	$1,136	$1,045
Plumbing Permit Processing	$58	per permit	$59	$58
Pluming Inspection	$0.02	per sq. ft.	$1,893	$1,742
Mechanical Permit Processing	$58	per permit	$59	$58
Mechanical Inspection	$0.012	per sq. ft.	$1,136	$1,045
Solar Plan Review and Inspection	$600	per permit	$600	$600
Energy Compliance Inspections	$108	per permit	$108	$108
Fire Sprinklers Plan Check and Review	[2]	per sq. ft.	$2,435	$2,284
Total Processing Fees			**$136,753**	**$159,750**
City Development Impact Fees (effective Jan. 1, 2023)				
Land Use				
General City		per 1,000 sq. ft.		
Fire		per 1,000 sq. ft.		
Library		per 1,000 sq. ft.		
Police		per 1,000 sq. ft.		
Wastewater		per 1,000 sq. ft.		
Parks & Recreation		per 1,000 sq. ft.		
Roads		per 1,000 sq. ft.		
Administration		per 1,000 sq. ft.		
Water (including 0.75% administration)	$19,757	per 2" meter	$39,810	$39,810
Agricultural Mitigation [3]	$15,000	per acre		
Total Citywide Development Impact Fees				
Other Agency Fees				
County Facilities and Services Authorization (eff. 9/13/16)		per 1,000 sq. ft.		
School District Fees	$0.66	per sq. ft.		
Yolo County HCP Fee (effective 3/27/23)	$16,202	per acre		
Total Other Agency Fees				
RTIF - Proposed				
Total Fees				

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50.
Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 plus $0.05 for the first 10,000 sq. ft. plus $0.02 for each additional sq. ft. thereafter.
[3] Estimated amount. Different requirements for different development and mitigation land.

Table B-3
Woodland Research and Technology Park Financing Plan
Nonresidential Development Fees (2023$)

Item	Description/Formula		Fee per Bldg. Sq. Ft. Village Center/ Com. Commercial	Fee per Bldg. Sq. Ft. Business Park
Assumptions				
Building Valuation Group			M	B
Construction Type			IIIA	IIIA
Valuation per sq. ft. (ICC February 2023)			$164.83	$213.00
Acres			5.00	5.00
FAR			0.43	0.40
Square Feet			94,651	87,120
Total Project Valuation			$15,601,351	$18,556,554
Water Meters			2	2
Water Meter Size			2"	2"
City Building Permit Processing Fees (effective July 1, 2022)				
Building Inspection/Building Permit Fee	[1]		$0.77	$0.98
Plan Review	65%	of bldg. insp. fee	$0.50	$0.64
Permit Processing Charge/Application	$58	per permit	$0.00	$0.00
Energy Plan Review	5%	of plan review	$0.02	$0.03
Disability Plan Review	5%	of plan review	$0.02	$0.03
Seismic/Strong Motion	$0.00028	of valuation	$0.05	$0.06
California Building Standards Commission	$1.00	per $25,000 value	$0.01	$0.01
Electrical Permit Processing	$58	per permit	$0.00	$0.00
Electrical Inspection	$0.012	per sq. ft.	$0.01	$0.01
Plumbing Permit Processing	$58	per permit	$0.00	$0.00
Pluming Inspection	$0.02	per sq. ft.	$0.02	$0.02
Mechanical Permit Processing	$58	per permit	$0.00	$0.00
Mechanical Inspection	$0.012	per sq. ft.	$0.01	$0.01
Solar Plan Review and Inspection	$600	per permit	$0.01	$0.01
Energy Compliance Inspections	$108	per permit	$0.00	$0.00
Fire Sprinklers Plan Check and Review	[2]	per sq. ft.	$0.03	$0.03
Total Processing Fees			**$1.44**	**$1.83**
City Development Impact Fees (effective Jan. 1, 2023)				
Land Use			*Retail*	*Office*
General City		per 1,000 sq. ft.	$0.67	$0.79
Fire		per 1,000 sq. ft.	$1.99	$2.15
Library		per 1,000 sq. ft.	$0.00	$0.00
Police		per 1,000 sq. ft.	$0.55	$0.65
Wastewater		per 1,000 sq. ft.	$3.07	$1.74
Parks & Recreation		per 1,000 sq. ft.	$0.00	$0.00
Roads		per 1,000 sq. ft.	$12.31	$6.23
Administration		per 1,000 sq. ft.	$0.14	$0.09
Water (including 0.75% administration)	$19,757	per 2" meter	$0.42	$0.46
Agricultural Mitigation [3]	$15,000	per acre	$0.79	$0.86
Total Citywide Development Impact Fees			**$19.94**	**$12.97**
Other Agency Fees				
County Facilities and Services Authorization (eff. 9/13/16)		per 1,000 sq. ft.	$0.50	$0.67
School District Fees	$0.66	per sq. ft.	$0.66	$0.66
Yolo County HCP Fee (effective 3/27/23)	$16,202	per acre	$0.86	$0.93
Total Other Agency Fees			**$2.02**	**$2.26**
RTIF - Proposed			**$11.89**	**$6.73**
Total Fees			**$35.30**	**$23.78**

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50.
Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 plus $0.05 for the first 10,000 sq. ft. plus $0.02 for each additional sq. ft. thereafter.
[3] Estimated amount. Different requirements for different development and mitigation land.

Table B-4
Woodland Research and Technology Park Financing Plan
Estimated WRTP Fee Revenue for Backbone Infrastructure and Public Facilities (2023$)

Item	Residential			Commercial		Total
	Low Density	Medium Density	High Density	Village Center/ Com. Commercial	Business Park	
Dwelling Units/Building Square Feet	628	524	518	310,948	1,980,115	
Building Permit Processing Fees	**$2,424,854**	**$1,890,754**	**$659,800**	**$449,262**	**$3,630,892**	**$9,055,563**
City Development Impact Fees						
General City	$631,140	$526,620	$391,090	$208,646	$1,572,211	$3,329,707
Fire	$2,138,968	$1,784,744	$1,057,756	$617,543	$4,257,247	$9,856,258
Library	$394,384	$329,072	$243,978	$0	$0	$967,434
Police	$516,844	$431,252	$319,088	$170,400	$1,283,115	$2,720,698
Wastewater	$4,725,072	$3,942,576	$2,922,556	$954,921	$3,453,321	$15,998,446
Parks & Recreation	$5,827,212	$4,862,196	$3,604,762	$0	$0	$14,294,170
Roads	$6,226,620	$5,195,460	$2,104,634	$3,828,392	$12,326,216	$29,681,322
Water	$3,877,272	$3,235,176	$506,086	$130,785	$904,834	$8,654,153
Administration	$182,748	$152,484	$79,772	$43,222	$172,270	$630,496
Affordable Housing - Proposed	$4,333,200	$2,423,500	$1,025,640	$0	$0	$7,782,340
Agricultural Mitigation	$1,570,000	$655,000	$323,750	$246,390	$1,704,645	$4,499,785
Public Transit	$195,308	$162,964	$112,924	$0	$0	$471,196
Total Citywide Development Impact Fees	**$30,618,768**	**$23,701,044**	**$12,692,036**	**$6,200,298**	**$25,673,858**	**$98,886,004**
Other Agency Fees						
County Facilities and Services Authorization	$1,958,104	$1,633,832	$1,197,616	$155,474	$1,318,757	$6,263,783
School District Fees	$5,893,152	$3,955,152	$2,092,306	$205,226	$1,306,876	$13,452,711
Yolo County HCP Fee	$1,695,809	$707,487	$349,693	$266,134	$1,841,244	$4,860,368
Total Other Agency Fees	**$9,547,065**	**$6,296,471**	**$3,639,615**	**$626,834**	**$4,466,876**	**$24,576,862**
RTIF - Proposed						
Streets	$17,619,713	$11,811,748	$6,348,539	$3,105,698	$9,816,301	**$48,702,000**
Storm Drainage	$4,366,048	$2,484,704	$1,598,075	$364,864	$2,524,309	**$11,338,000**
Water	$1,825,876	$1,296,889	$911,283	$42,385	$266,566	**$4,343,000**
Sewer	$738,832	$476,823	$424,029	$42,641	$196,674	**$1,879,000**
Parks and Open Space	$13,055,403	$8,404,261	$7,484,867	$0	$0	**$28,944,531**
Total RTIF	**$37,605,873**	**$24,474,425**	**$16,766,793**	**$3,555,589**	**$12,803,851**	**$95,206,531**
Total Fee Revenue	**$80,196,561**	**$56,362,695**	**$33,758,244**	**$10,831,983**	**$46,575,477**	**$227,724,959**

Source: City of Woodland; Yolo County; WJUSD; EPS

APPENDIX C:

Infrastructure Cost Burden Comparison

Table C-1 Fee Comparison—Low-Density Single-Family Development.....C-1

Table C-2 Fee Comparison—Medium-Density Single-Family Development.....C-2

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Table C-1
Woodland Research and Technology Park Financing Plan
Fee Comparison - Low-Density Single-Family Development (2023$)

	Fee per Low-Density Single-Family Dwelling Unit			
	Woodland		Sacramento	
Item	WRTP	SLSP	Panhandle (Traditional Unit)	Northlake [1]
Source	*Table 7-1*	*Table C-5*	*Table C-8*	*Table C-9*
Building Permit Processing Fees	$3,861	$3,861	$8,185	$8,308
City Fees	$48,756	$54,396	$23,939	$23,939
Other Agency Fees	$15,202	$19,917	$32,183	$39,433
Plan Area Fees	$65,854	$56,510	$23,605	$5,333
Total Fees	**$133,673**	**$134,685**	**$87,911**	**$77,012**

Source: City of Woodland; City of Sacramento; other public agencies; EPS

[1] The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

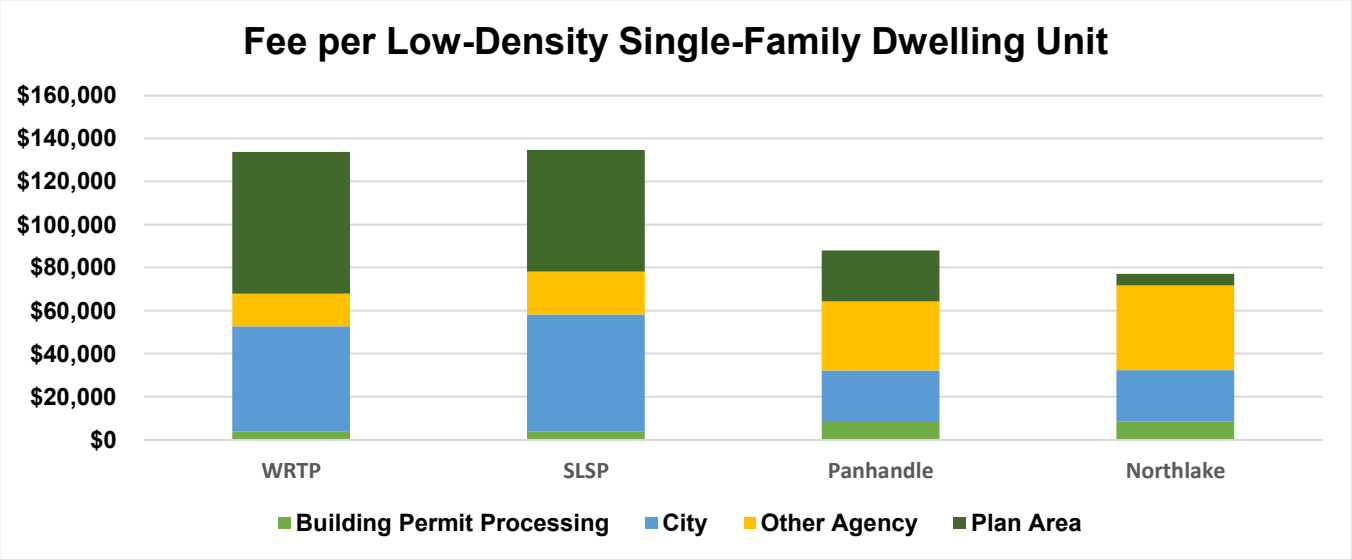

Table C-2
Woodland Research and Technology Park Financing Plan
Fee Comparison - Medium Density Single Family Development (2023$)

Item	Fee per Medium-Density Single-Family Dwelling Unit			
	Woodland		Sacramento	
	WRTP	SLSP	Panhandle (Village Unit)	Northlake
Source	*Table 7-1*	*Table C-5*	*Table C-8*	*Table C-9*
Building Permit Processing Fees	$3,608	$3,608	$6,864	$6,864
City Fees	$45,231	$44,539	$22,337	$22,337
Other Agency Fees	$12,016	$15,809	$27,331	$34,432
Plan Area Fees	$45,004	$37,637	$23,446	$3,742
Total Fees	**$105,859**	**$101,593**	**$79,978**	**$67,375**

Source: City of Woodland; City of Sacramento; other public agencies; EPS

[1] The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

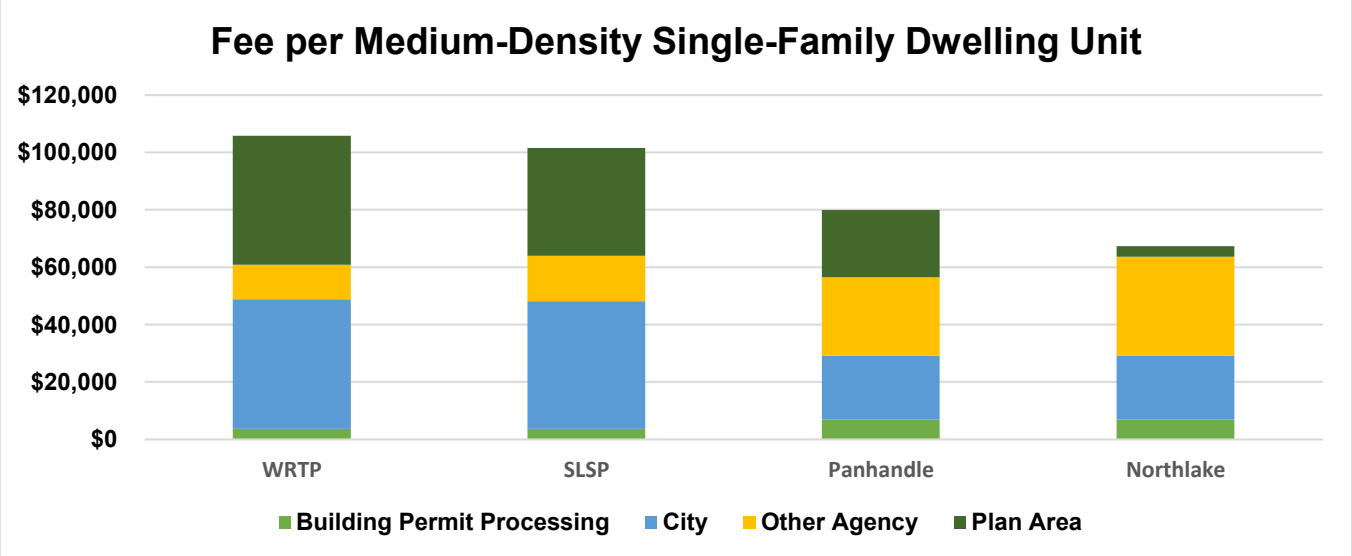

Table C-3
Woodland Research and Technology Park Financing Plan
Fee Comparison - High Density Dwelling Unit (2023$)

Item	Fee per High-Density Dwelling Unit Woodland WRTP	 SLSP
Source	*Table 7-1*	*Table C-6*
Building Permit Processing Fees	$1,274	$1,274
City Fees	$24,502	$23,473
Other Agency Fees	$7,026	$7,026
Plan Area Fees	$33,663	$37,637
Total Fees	**$66,465**	**$69,410**

Source: City of Woodland; City of Sacramento; other public agencies; EPS

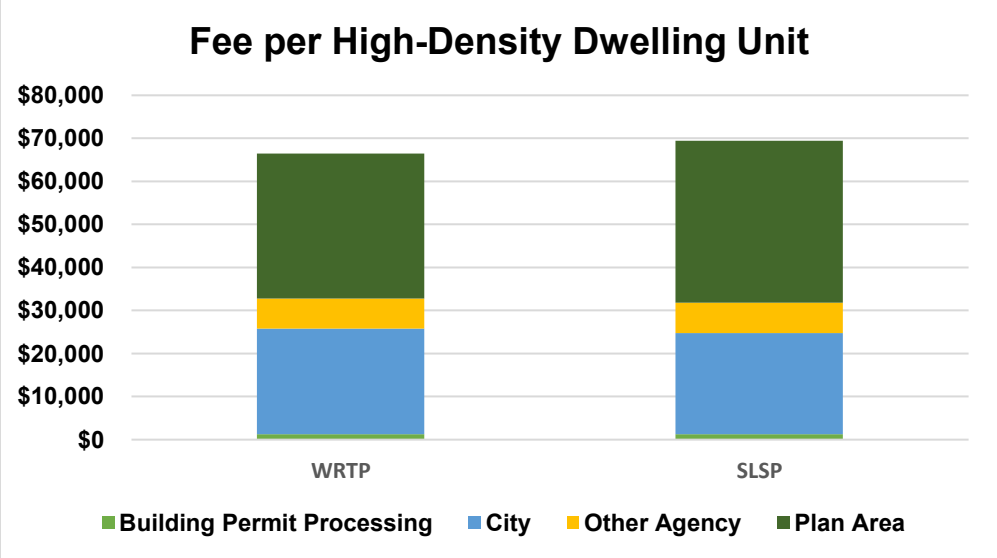

Table C-4
Woodland Research and Technology Park Financing Plan
Fee Comparison - Commercial Development (2023$)

Item	Fee per Commercial Bldg. Sq. Ft.		
	Woodland		Sacramento
	WRTP	Spring Lake Specific Plan	Northlake
Source	*Table 7-1*	*Table C-7*	*Table C-10*
Building Permit Processing Fees	$1.44	$1.44	$3.79
City Fees	$19.94	$19.94	$4.47
Other Agency Fees	$2.02	$2.02	$8.66
Plan Area Fees	$11.89	$43.45	$4.58
Total Fees	**$35.30**	**$66.85**	**$21.50**

Source: City of Woodland; City of Sacramento; other public agencies; EPS

[1] The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

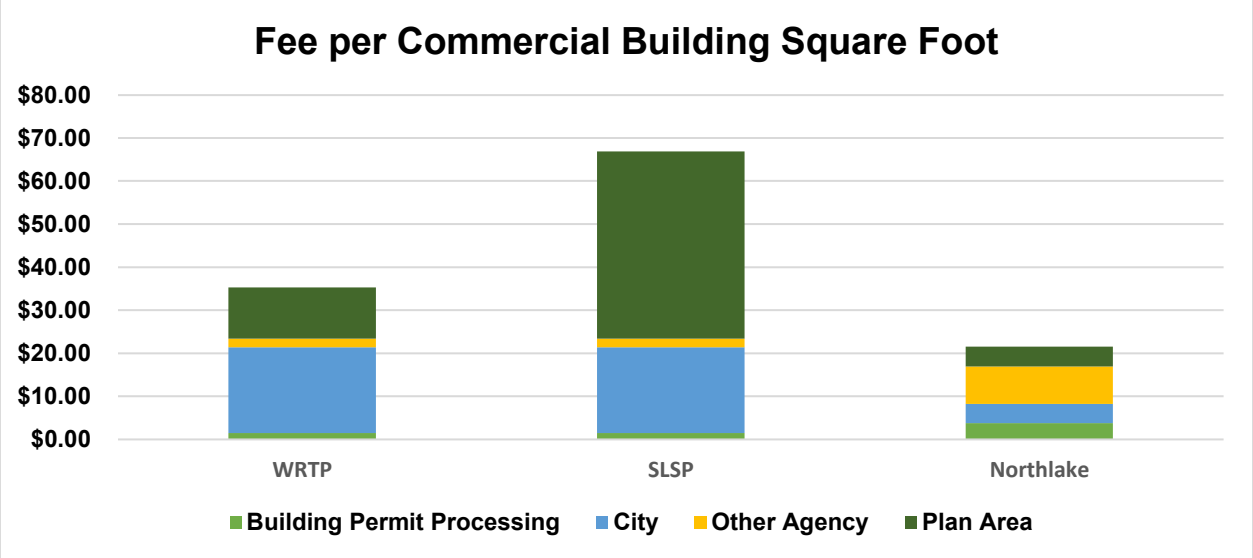

Table C-5
Woodland Research and Technology Park Financing Plan
Spring Lake Single Family Development Fees (2023$)

Item	Fee per Unit: Low Density	Fee per Unit: Medium Density	Description/Formula
Assumptions			
Building Valuation Group	R-3	R-3	
Construction Type	VB	VB	
Valuation per sq. ft. (VB construction type Feb. 2023)	$167.37	$167.37	
Garage Valuation per sq. ft. (VB construction type Feb. 2023)	$66.48	$66.48	
Square Feet	2,300	1,850	
Garage Square Feet	450	400	
Units per Acre	6	12	
Building Valuation per Unit	$384,951	$309,635	
Garage Valuation per Unit	$29,916	$26,592	
Total Unit Valuation	**$414,867**	**$336,227**	
City Building Permit Processing Fees (effective July 1, 2022)	*Fee per Unit*		
Building Inspection and Plan Review Fee [1]	$1,641	$1,402	
Green Building Plan Review	$276	$276	
Permit Processing Charge/Application	$8	$8	
Seismic/Strong Motion	$54	$44	$0.00013 of total valuation
California Building Standards Commission Fee	$17	$14	$1.00 per $25,000 value
Electrical Permit Processing	$58	$58	
Electrical Inspection	$200	$200	10% of building fee; $200 min.
Plumbing Permit Processing	$58	$58	
Pluming Inspection	$400	$400	20% of building fee; $400 min.
Mechanical Permit Processing	$58	$58	
Mechanical Inspection	$200	$200	10% of building fee; $200 min.
Solar Plan Review and Inspection	$280	$280	
Energy Compliance Inspections	$55	$55	
Fire Sprinklers Plan Check and Review	$556	$556	
Total Processing Fees	**$3,861**	**$3,608**	
City Development Impact Fees (effective Jan. 1, 2023)			
General City	$1,005	$1,005	
Fire	$3,406	$3,406	
Library	$628	$628	
Police	$823	$823	
Wastewater	$7,524	$7,524	
Parks & Recreation	$5,105	$5,105	
Roads	$9,915	$9,915	
Water	$6,174	$6,174	
Administration	$259	$259	
Affordable Housing [2] [3]	$8,629	$3,200	
Agricultural Mitigation [4]	$2,500	$1,250	$15,000 per acre
Fiscal Deficit Fee	$1,500	$1,050	
Fire Operations & Maintenance Fund	$771	$540	
General Purpose Fee [2] [3]	$5,790	$3,402	
Habitat Education (due at final map)	$56	$40	
Public Transit Fee (due at final map)	$311	$218	
Total City Development Impact Fees	**$54,396**	**$44,539**	
Other Agency Fees			
County Facilities and Services Authorization (effective 9/13/16)	$3,118	$3,118	
School District Fees [5]	$14,099	$11,341	$6.13 per sq. ft.
Yolo County HCP Fee (effective 3/27/23)	$2,700	$1,350	$16,202 per acre
Total Other Agency Fees	**$19,917**	**$15,809**	
SLIF			
Roadway	$24,503	$16,173	multifamily rate for medium density
Water	$2,777	$1,794	multifamily rate for medium density
Sewer	$3,579	$2,739	multifamily rate for medium density
Drainage	$12,702	$8,383	multifamily rate for medium density
Fire Station	$1,021	$674	multifamily rate for medium density
Parks	$10,084	$6,656	multifamily rate for medium density
On-going Admin Costs	$1,844	$1,218	multifamily rate for medium density
Subtotal SLIF	**$56,510**	**$37,637**	
Total Fees per Unit	**$134,685**	**$101,593**	

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First 1,000 sq. ft.; $946
1,000-2,000 sq. ft.: $53.60 for each 100 sq. ft. or fraction thereof
2,000-3,000 sq. ft.: $53.10 for each 100 sq. ft. or fraction thereof
[2] LDR fees are based on Pioneer Village development project.
[3] MDR fees are based on Beeghly multifamily development project. Affordable housing assuming a 10 percent requirement.
[4] Estimated amount. Different requirements for different development and mitigation land.
[5] School fee set equal to Spring Lake rate. Rate for all other areas of Woodland is $4.08 per sq. ft.

Table C-6
Woodland Research and Technology Park Financing Plan
Spring Lake Multifamily Development Fees (2023$)

Item	Multifamily Per Permit	Multifamily Per Unit	Description/Formula
Assumptions			
Building Valuation Group	R-2		
Valuation per sq. ft. (VA construction type)	$117.40		
Square Feet per Unit	990		
Units per Acre	24		
Acres per Permit	1		
Building Valuation per Unit	**$116,226**		
Total Building Valuation per Permit	**$2,789,424**		
City Building Permit Processing Fees			
Building Inspection/Building Permit Fee [1]	$15,491	$645	
Plan Review	$10,069	$420	65% of bldg. insp. fee
Permit Processing Charge/Application	$58	$2	$58 per permit
Energy Plan Review	$503	$21	5% of plan review
Disability Plan Review	$503	$21	5% of plan review
Seismic/Strong Motion	$781	$33	$0.00028 of valuation
California Building Standards Commission Fee	$112	$5	$1.00 per $25,000 value
Electrical Permit Processing	$58	$2	$58 per permit
Electrical Inspection	$285	$12	$0.012 per sq. ft.
Plumbing Permit Processing	$58	$2	$58 per permit
Pluming Inspection	$475	$20	$0.02 per sq. ft.
Mechanical Permit Processing	$58	$2	$58 per permit
Mechanical Inspection	$285	$12	$0.012 per sq. ft.
Solar Plan Review and Inspection	$600	$25	$600 per permit
Energy Compliance Inspections	$216	$9	$9 per unit
Fire Sprinklers Plan Check and Review [2]	$1,017	$42	$1,017 per permit
Total Processing Fees	**$30,570**	**$1,274**	
City Development Impact Fees (effective Jan. 1, 2023)			
General City		$755	
Fire		$2,042	
Library		$471	
Police		$616	
Wastewater		$5,642	
Parks & Recreation		$3,828	
Roads		$4,063	
Administration		$131	
Water (including 0.75% administration) [3]		$977	
Affordable Housing		$2,475	
Agricultural Mitigation [4]		$625	$15,000 per acre
Fiscal Defecit Fee		$1,050	
Fire Operations & Maintenance Fund		$540	
Habitat Education		$40	
Public Transit Fee (due at final map) [5]		$218	
Total Citywide Development Impact Fees		**$23,473**	
Other Agency Fees			
County Facilities and Services Authorization (effective 9/13/16)		$2,312	
School District Fees		$4,039	$4.08 per sq. ft.
Yolo County HCP Fee (effective 3/27/23)		$675	$16,202 per acre
Total Other Agency Fees		**$7,026**	
SLIF			
Roadway		$16,173	
Water		$1,794	
Sewer		$2,739	
Drainage		$8,383	
Fire Station		$674	
Parks		$6,656	
On-going Admin Costs		$1,218	
Subtotal SLIF		**$37,637**	
Total Fees per Unit		**$69,410**	

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50. Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 + $0.05 per bldg. sq. ft. for first 10,000 square feet + $0.02 per bldg. sq. ft. for remaining square feet.
[3] City water Is based on Vista Del Robles with 2 4" and 2-2" water mains for 168 units.
[4] Estimated amount. Different requirements for different development and mitigation land.
[5] 70% of single family fee.

Table C-7
Woodland Research and Technology Park Financing Plan
Spring Lake Commercial Fees (2023$)

Item	Commercial: Fee per Permit	Commercial: Fee per Bldg. Sq. Ft.	Description/Formula
Assumptions			
Building Valuation Group	M		
Construction Type	IIIA		
Valuation per sq. ft. (ICC February 2023)	$164.83		
Acres	5.00		
FAR	0.43		
Square Feet	94,651		
Total Project Valuation	$15,601,351		
Water Meters	2		
Water Meter Size	2"		
City Building Permit Processing Fees (effective July 1, 2022)			
Building Inspection/Building Permit Fee [1]	$72,431	$0.77	
Plan Review	$47,080	$0.50	65% of bldg. insp. fee
Permit Processing Charge/Application	$58	$0.00	$58 per permit
Energy Plan Review	$2,354	$0.02	5% of plan review
Disability Plan Review	$2,354	$0.02	5% of plan review
Seismic/Strong Motion	$4,368	$0.05	$0.00028 of valuation
California Building Standards Commission	$625	$0.01	$1.00 per $25,000 value
Electrical Permit Processing	$58	$0.00	$58 per permit
Electrical Inspection	$1,136	$0.01	$0.012 per sq. ft.
Plumbing Permit Processing	$60	$0.00	$58 per permit
Pluming Inspection	$1,893	$0.02	$0.02 per sq. ft.
Mechanical Permit Processing	$60	$0.00	$58 per permit
Mechanical Inspection	$1,136	$0.01	$0.012 per sq. ft.
Solar Plan Review and Inspection	$600	$0.01	$600 per permit
Energy Compliance Inspections	$108	$0.00	$108 per permit
Fire Sprinklers Plan Check and Review [2]	$2,435	$0.03	per sq. ft.
Total Processing Fees	**$136,755**	**$1.44**	
City Development Impact Fees (effective Jan. 1, 2023)			
Land Use		*Retail*	
General City		$0.67	$671 per 1,000 sq. ft.
Fire		$1.99	$1,986 per 1,000 sq. ft.
Library		$0.00	$0 per 1,000 sq. ft.
Police		$0.55	$548 per 1,000 sq. ft.
Wastewater		$3.07	$3,071 per 1,000 sq. ft.
Parks & Recreation		$0.00	$0 per 1,000 sq. ft.
Roads		$12.31	$12,312 per 1,000 sq. ft.
Administration		$0.14	$139 per 1,000 sq. ft.
Water (including 0.75% administration)	$39,810	$0.42	$19,757 per 2" meter
Agricultural Mitigation [3]		$0.79	$15,000 per acre
Total Citywide Development Impact Fees		**$19.94**	
Other Agency Fees			
County Facilities and Services Authorization (eff. 9/13/16)		$0.50	$500 per 1,000 sq. ft.
School District Fees		$0.66	$0.66 per sq. ft.
Yolo County HCP Fee (effective 3/27/23)		$0.86	$16,202 per acre
Total Other Agency Fees		**$2.02**	
SLIF			
Roadway		$18.86	
Water		$2.10	
Sewer		$2.70	
Drainage		$9.79	
Fire Station		$0.78	
Park		$7.77	
On-going Admin Costs		$1.45	
Subtotal SLIF		**$43.45**	
Total		**$66.85**	

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50.
Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 plus $0.05 for the first 10,000 sq. ft. plus $0.02 for each additional sq. ft. thereafter.
[3] Estimated amount. Different requirements for different development and mitigation land.

Table C-8
Woodland Research and Technology Park Financing Plan
Panhandle Residential Development Impact Fees (2023$)

Item	Residential			Notes
	Estates	Traditional	Village	
Assumptions				
Net Acres	75.7	147.7	60.5	
Number of Units	340	869	453	
Unit Size/Bldg. Sq. Ft.	2,500	2,300	1,850	
Garage Square Feet	500	500	450	
Units per Acre	4.5	5.9	7.5	
Valuation per Bldg. Sq. Ft.- Living Area (VB)	$167.37	$167.37	$167.37	
Valuation per Bldg. Sq. Ft. - Garage (U)	$66.48	$66.48	$66.48	
Building Valuation - Living Area and Garage	$451,665	$418,191	$339,551	
2002 Building plus Equipment Valuations				
Valuation per Bldg. Sq. Ft.- Living Area	$92.40	$92.40	$92.40	
Valuation per Bldg. Sq. Ft. - Garage	$24.30	$24.30	$24.30	
Air Conditioning - Living Area	$3.50	$3.50	$3.50	
Sprinklers - Living Area and Garage	$2.60	$2.60	$2.60	
Building and Equipment Valuation	**$259,700**	**$224,670**	**$181,875**	Used for calculation of Construction Excise Tax
Current as of	*Apr-23*	*Apr-23*	*Apr-23*	
Processing Fees	*per unit*	*per unit*	*per unit*	
Administrative Processing Fee	$164	$164	$164	$164 per hour, assumes 1 hour review
Building Permit	$3,465	$3,238	$2,704	$1,078 + $0.006787 for each dollar over $100,000 of bldg. valuation
Technology Surcharge	$277	$259	$216	8% of Building Permit
Plan Review Fee	$728	$680	$568	42% of Building Permit Fee; 50% of amount for Master Plan projects.
Technology Surcharge	$58	$54	$45	8% of Plan Review Fee
Planning Review Fee	$109	$102	$85	15% of Plan Review Fee
Planning Inspection Fee	$336	$336	$336	Flat rate; charged when Planning Division performs inspections.
Seismic/Strong Motion	$59	$54	$44	$0.00013 per $1 of bldg. valuation
General Plan Recovery Fee	$1,174	$1,087	$883	$2.60 per $1,000 of bldg. valuation
Green Building/CBSC Fee	$19	$17	$14	$1 per $25,000 of bldg. valuation or fraction, thereof
Construction Excise Tax	$2,078	$1,797	$1,455	0.008 * valuation of 2002 bldg. + equipment valuation
Fire Inspection Fee	$279	$260	$214	$0.093 x gross square feet
Fire Review Fee	$136	$136	$136	$136 per hour, assumes 1 hour review
Subtotal Processing Fees	**$8,882**	**$8,185**	**$6,864**	
City Development Impact Fees				
Adjusted Transportation Development Impact Fee (TDIF)	$2,188	$2,188	$2,188	Net of alternative modes credits
Water Development Fee	$3,609	$3,609	$3,609	Assumes 1" domestic meter
Water Easement Tap Installation Fee	$1,822	$1,822	$1,822	Assumes 1" domestic meter
Water Meter Installation	$672	$672	$672	Assumes 1" domestic meter
Residential Construction Water Use Fee	$201	$201	$201	Flat rate per residential lot
City Business Operations Tax	$181	$167	$136	$0.0004 per $1 of bldg. valuation; Max. $5,000/year/contractor
Erosion and Sediment Control (ESC)	$70	$70	$70	Flat rate per residential lot

Table C-8
Woodland Research and Technology Park Financing Plan
Panhandle Residential Development Impact Fees (2023$)

Item	Residential			Notes
	Estates	Traditional	Village	
Neighborhood and Community Parks	$4,504	$4,504	$4,504	$4,504 per unit for units 2,000 sq. ft. or larger
Citywide Parks/Facilities	$2,293	$2,293	$2,293	$2,293 per unit for units 2,000 sq. ft. or larger
Mixed Income Housing Ordinance/Housing Trust Fund	$8,725	$8,027	$6,457	$3.49 per unit sq. ft.
Residential Construction Tax	$385	$385	$385	Flat rate for dwelling units with 3 or more bedrooms
Subtotal City Development Impact Fees	**$24,650**	**$23,939**	**$22,337**	
Other Agency Fees				
Twin Rivers and Robla Elementary School District Fees	$11,150	$10,258	$8,251	$4.46 per living area sq. ft. (effective 3/29/2023)
Natomas Basin Habitat Conservation Plan Fee	$6,638	$5,068	$3,982	$29,815 per acre; assumes land dedication in-lieu ($15,750/acre), so excludes land acquisition portion of total fee ($45,565 per acre).
Sacramento Area Flood Control Agency Dev. Impact Fee	$5,250	$4,830	$3,885	$2.10 per habitable area sq. ft.(effective 1/4/2020).
Sacramento Countywide Transportation Mitigation Fee	$1,458	$1,458	$1,458	$1,429 mitigation fee + 2% admin fee (7/192022)
Air Quality Mitigation Fee	$290	$290	$290	Estimated $220.18 per unit, plus 15% admin fee ($37.86)
Sacramento Area Sewer District (Expansion)	$4,978	$3,800	$2,986	$22,360 per net acre for Expansion Area
Regional SAN (New)	$6,479	$6,479	$6,479	$6,479 per ESD for New Growth Area
Subtotal Other Agency Fees	**$36,243**	**$32,183**	**$27,331**	
Panhandle Plan Area Fees				
Panhandle DA Fee Component				
Regional Park Land Acquisition	$2,388	$2,388	$2,388	
Transit	$587	$587	$587	
Fire Facilities	$596	$596	$596	
Community Center	$368	$368	$368	
Library	$936	$936	$936	
Subtotal Panhandle DA Fee Component	**$4,875**	**$4,875**	**$4,875**	
Panhandle Impact Fee Component				
Roadways	$8,736	$8,736	$8,736	
Sanitary Sewer	$234	$178	$175	
Storm Drainage (Including Land Acquisition)	$11,131	$8,497	$8,346	
Trails	$631	$631	$631	
Subtotal Panhandle Impact Fee Component	**$20,732**	**$18,042**	**$17,888**	
Panhandle Administration Fee (3%)	**$768**	**$688**	**$683**	
Subtotal Panhandle Plan Area Fees	**$26,375**	**$23,605**	**$23,446**	
Total Fees	**$96,150**	**$87,911**	**$79,978**	

Source: City of Sacramento; various public agencies; EPS.

[1] From the FEIR and escalated by percentage change in SF CPI from April 2018 through April 2022 (14.63%) See Table A-1.
Fee in the FEIR was $220.18 per unit plus 15% administration.

Table C-9
Woodland Research and Technology Park Financing Plan
Northlake Residential Development Impact Fees (2023$)

Item	Residential Low Density	Residential Medium Density	Notes
Assumptions			
Net Acres	147.7	60.5	
Number of Units	869	453	
Unit Size/Bldg. Sq. Ft.	2,300	1,850	
Garage Square Feet	500	450	
Units per Acre	5.9	7.5	
Valuation per Bldg. Sq. Ft.- Living Area (VB)	$167.37	$167.37	
Valuation per Bldg. Sq. Ft. - Garage (U)	$66.48	$66.48	
Building Valuation - Living Area and Garage	$418,191	$339,551	
2002 Building plus Equipment Valuations			
Valuation per Bldg. Sq. Ft.- Living Area	$92.40	$92.40	
Valuation per Bldg. Sq. Ft. - Garage	$24.30	$24.30	
Air Conditioning - Living Area	$3.50	$3.50	
Sprinklers - Living Area and Garage	$2.60	$2.60	
Building and Equipment Valuation	**$240,000**	**$181,875**	Used for calculation of Construction Excise Tax
Processing Fees	*per unit*	*per unit*	
Administrative Processing Fee	$164	$164	$164 per hour, assumes 1 hour review
Building Permit	$3,238	$2,704	$1,078 + $0.006787 for each dollar over $100,000 of bldg. valuation
Technology Surcharge	$259	$216	8% of Building Permit
Plan Review Fee	$680	$568	42% of Building Permit Fee; 50% of amount for Master Plan projects.
Technology Surcharge	$54	$45	8% of Plan Review Fee
Planning Review Fee	$102	$85	15% of Plan Review Fee
Planning Inspection Fee	$336	$336	Flat rate; charged when Planning Division performs inspections.
Seismic/Strong Motion	$54	$44	$0.00013 per $1 of bldg. valuation
General Plan Recovery Fee	$1,087	$883	$2.60 per $1,000 of bldg. valuation
Green Building/CBSC Fee	$17	$14	$1 per $25,000 of bldg. valuation or fraction, thereof
Construction Excise Tax	$1,920	$1,455	0.008 * valuation of 2002 bldg. + equipment valuation
Fire Inspection Fee	$260	$214	$0.093 x gross square feet
Fire Review Fee	$136	$136	$136 per hour, assumes 1 hour review
Subtotal Processing Fees	**$8,308**	**$6,864**	
City Development Impact Fees			
Adjusted Transportation Development Impact Fee (TDIF)	$2,188	$2,188	Net of alternative modes credits
Water Development Fee	$3,609	$3,609	Assumes 1" domestic meter
Water Easement Tap Installation Fee	$1,822	$1,822	Assumes 1" domestic meter
Water Meter Installation	$672	$672	Assumes 1" domestic meter
Residential Construction Water Use Fee	$201	$201	Flat rate per residential lot
City Business Operations Tax	$167	$136	$0.0004 per $1 of bldg. valuation; Max. $5,000/year/contractor
Erosion and Sediment Control (ESC)	$70	$70	Flat rate per residential lot
Neighborhood and Community Parks	$4,504	$4,504	$4,504 per unit for units 2,000 sq. ft. or larger
Citywide Parks/Facilities	$2,293	$2,293	$2,293 per unit for units 2,000 sq. ft. or larger
Mixed Income Housing Ordinance/Housing Trust Fund	$8,027	$6,457	$3.49 per unit sq. ft.
Residential Construction Tax	$385	$385	Flat rate for dwelling units with 3 or more bedrooms
Subtotal City Development Impact Fees	**$23,939**	**$22,337**	
Other Agency Fees			
Twin Rivers USD	$11,017	$8,862	$4.79 per living area sq. ft. (effective 3/29/2023)
Rio Linda Supplemental School Fee [1]	$6,781	$6,781	$5,180 escalated to 2023$
Natomas Basin Habitat Conservation Plan Fee	$5,068	$3,982	$29,815 per acre; assumes land dedication in-lieu ($15,750/acre), so excludes land acquisition portion of total fee ($45,565 per acre).
Sacramento Area Flood Control Agency Dev. Impact Fee	$4,830	$3,885	$2.10 per habitable area sq. ft.(effective 1/4/2020).
Sacramento Countywide Transportation Mitigation Fee	$1,458	$1,458	$1,429 mitigation fee + 2% admin fee
Sacramento Area Sewer District (Expansion)	$3,800	$2,986	$22,360 per net acre for Expansion Area
Regional SAN	$6,479	$6,479	$6,479 per ESD for New Growth Area
Subtotal Other Agency Fees	**$39,433**	**$34,432**	
North Lake (Greenbriar) Impact Fee [2]			
Transit Fee	$985	$820	
Regional Park Fee	$2,766	$1,760	
Fire Facilities Fee	$691	$496	
Community Center Fee	$891	$666	
Subtotal Greenbriar Impact Fee	**$5,333**	**$3,742**	
Total Fees	**$77,012**	**$67,375**	

Source: City of Sacramento; various public agencies; EPS.

[1] EPS obtained the project-specific supplemental school fee from the Greenbriar Specific Plan Draft Proposed Public Facilities Financing Plan (PFFP) prepared April 26, 2017 and escalated these fees using the average of the 20-City and San Francisco Construction Cost Indices from March 2016 to March 2023 as published by Engineering-News Record.

[2] The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

Table C-10
Woodland Research and Technology Park Financing Plan
Northlake Commercial Fees (2023$)

Item	Commercial Fee per Permit	Commercial Fee per Bldg. Sq. Ft	Notes
Assumptions			
Building Valuation Group	M		
Construction Type	IIIA		
Valuation per sq. ft. (ICC February 2023)	$164.83		
Acres	5.00		
FAR	0.43		
Square Feet	94,651		
Total Project Valuation	$15,601,351		
Water Meters	2		
Water Meter Size	2"		
Current as of	*Apr-23*	*Apr-23*	
Processing Fees			
Administrative Processing Fee	$164.00	$0.00	$164 per hour, assumes 1 hour review
Building Permit	$85,448	$0.90	$20,761 + $0.0051333 for each dollar over $3,000,000 of bldg. valuation
Technology Surcharge	$6,835.80	$0.07	8% of Building Permit
Plan Review Fee	$69,896	$0.74	$16,970 + $0.0042 for each dollar over $3,000,000
Technology Surcharge	$5,591.65	$0.06	8% of Plan Review Fee
Planning Review Fee	$10,484.35	$0.11	15% of Plan Review Fee
Planning Inspection Fee	$1,344	$0.01	Flat rate; charged when Planning Division performs inspections.
Seismic/Strong Motion	$4,368	$0.05	$0.00028 per $1 of bldg. valuation
General Plan Recovery Fee	$40,564	$0.43	$2.60 per $1,000 of bldg. valuation
Green Building/CBSC Fee	$624	$0.01	$1 per $25,000 of bldg. valuation
Construction Excise Tax	$124,811	$1.32	0.008 * valuation of 2002 bldg.
Fire Inspection Fee	$8,803	$0.09	$0.093 x gross square feet
Fire Review Fee	$136	$0.00	$136 per hour, assumes 1 hour review
Subtotal Processing Fees		**$3.79**	
City Development Impact Fees			
Adjusted Transportation Development Impact Fee (TDIF)		$0.85	
Water Development Fee	$28,942	$0.31	Assumes 2 2" domestic meters
Water Easement Tap Installation Fee	$5,146	$0.05	Assumes 2 2" domestic meter
Water Meter Installation	$2,056	$0.02	Assumes 2 2" domestic meter
City Business Operations Tax	$5,000	$0.05	$0.0004 per $1 of bldg. valuation; Max. $5,000/year/contractor
Erosion and Sediment Control (ESC)	$1,000	$0.01	$1,000 per permit for building sq. ft. of 50,000 or more
Neighborhood and Community Parks		$0.39	$0.39 per sq. ft.
Citywide Parks/Facilities		$0.16	$0.16 per sq. ft
Mixed Income Housing Ordinance/Housing Trust Fund		$2.62	$2.62 per unit sq. ft.
Subtotal City Development Impact Fees		**$4.47**	
Other Agency Fees			
Twin Rivers USD		$0.78	$0.78 per sq. ft. (effective 3/29/2023)
Natomas Basin Habitat Conservation Plan Fee		$1.57	$29,815 per acre; assumes land dedication in-lieu ($15,750/acre), so excludes land acquisition portion of total fee ($45,565 per acre).
Sacramento Area Flood Control Agency Dev. Impact Fee		$1.60	$1.60 per habitable area sq. ft.(effective 1/4/2020).
Sacramento Countywide Transportation Mitigation Fee		$3.17	$2,146 per 1000 sq. ft + 2% admin fee
Sacramento Area Sewer District (Expansion)		$1.18	$22,360 per net acre for Expansion Area
Regional SAN		$0.36	$3,602 per ESD for New Growth Area
Subtotal Other Agency Fees		**$8.66**	
North Lake (Greenbriar) Impact Fee [1]	*per acre*		
Transit Fee	$52,327	$2.76	
Regional Park Fee	$18,641	$0.98	
Fire Facilities Fee	$5,254	$0.28	
Community Center Fee	$10,488	$0.55	
Subtotal Greenbriar Impact Fee	**$86,710**	**$4.58**	
Total Fees	**$574,632**	**$21.50**	

Source: City of Sacramento; various public agencies; EPS.

[1] Shopping Center fees. The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

PLACEHOLDER FOR APPENDIX A-2

MITIGATION MONITORING AND
REPORTING PROGRAM

Summary of Amendments to the WRTP Specific Plan since Public Review Draft Release

Since the City released the Public Review Draft Specific Plan, and as a result of public input and meetings, the City made various changes to the plan. The City made numerous non-substantive text changes to the to clarify terms, correct grammatical errors, correct figures, and place headers and other identifying information in the correct places. These changes did not substantively change the text of the WRTP Specific Plan. Rather, the changes corrected errors and provided additional clarity. A summary of Specific Plan changes is provided below, however, this is not a precise or exhaustive list. Please also visit https://www.cityofwoodland.org/585/Documents for redlined edits of the Public Review Draft Specific Plan Chapters. In some cases, updated exhibits must be compared with the original Public Review Draft Chapters, also available online at https://www.cityofwoodland.org/585/Documents.

Chapter 1, "Introduction and Vision"

- Update to Exhibit 1-1, Vision Concept Diagram to correct and remove "open space" area shown at the southeast corner of the plan area.

Chapter 2, "Land Use Framework"

- Within Exhibit 2-1, Land Use Plan, and Table 2.1, Land Use Summary, the proposed detention pond in the southeast corner of the WRTP Specific Plan Area was differentiated from the other open space land uses of the WRTP Specific Plan. Similarly, the general area available to serve a potential school was identified in Exhibit 2-1, Land Use Plan.

Chapter 3, "Land Use Regulations, Development Standards & Guidelines"

- Section 3.3.2 Performance Standards – A new Section, *E. Truck Trips*, has been added under Section 3.3.2, Performance Standards, to specifically clarify that large-scale logistics/distribution uses are not permitted in the Specific Plan Area including uses with substantial diesel-powered truck trips. While light manufacturing uses are permitted and some distribution of finished product is anticipated, no individual use shall exceed 50 truck trips per day. Where ancillary to permitted uses, storage areas shall be limited to not more than fifty percent (50%) of gross building square footage and not more than 89,000 square feet, whichever is less. Warehouse, Storage and Distribution/Logistics uses were removed from the Permitted Use Table 3.1 entirely.
- The definitions of Open Space/Park Zones in Section 3.2.4, Description of Zoning Categories, was refined for clarity.
- Table 3.1 Permitted Uses – Permitted use "K-12 Public/Private School" was amended to "TK-12 Public/Private School," to clarify that Transitional Kindergarten is also an anticipated grade level in the Plan Area. Further, clarification was provided that greenhouses and agricultural test plots are permitted as accessory uses in the RTP and RTP/RFO zones when associated with Research and Development.
- Table 3.3, Site Development Standards for Residential Zones updated to require 1 bike parking space minimum per Medium Density Residential unit, and a requirement that within VCMDR and MDR zones, units fronting Marston or the liner park, The Yard, shall be developed at or above 15du/ac, consistent with a townhome or row house product type (to maintain a more urban feel in this area).

- Table 3.3, Site Development Standards for Residential Zones updated to provide an exception to ground floor commercial development along Road B in the HDR/CCO zone, if restricted affordable housing development is proposed.
- Section 3.5.3 General DS/DG for all Zones within the Research and Technology Park District, and Section 3.5.12 General DS/DG for all Residential District Zones –Additional guidelines have been included in Sections B and D, *Sustainable Design*, respectively, to further implement the sustainable design goals and vision for the Plan Area including guidance on the use of sustainable materials and construction practices.
- Electric Vehicle Charging pursuant to California Green Building Standards Code, Tier I requirements have been added to all Zones/Planning Districts.
- Section 3.5.3 General DS/DG for all Zones within the Research and Technology Park District – Guidelines pertaining to "Parking Lot Landscaping and Shading" were inadvertently left out of Section 3.5.3.G, Vehicle and Bicycle Parking, and have now been added.
- Modifications to residential development guidelines throughout chapter to better align guidance with State required objective criteria for residential development.

Chapter 4, "Circulation and Mobility"

- Additional detail regarding design features such as bicycle facilities, landscaping, walkways, car-share/vanpool spaces and EV charging in the parking areas of the shared mobility hub, *The Union*, were added to Section 4.2.2, including Exhibit 4-1, Concept Site Plan of the Mobility Hub, The Union.
- Street classifications in Exhibit 4.3, Road Circulation Diagram, were refined and clarified to be consistent with the City's General Plan, and detailed descriptions were refined throughout Section 4.5 for clarity.
- Clarifying and correctional updates to all trail, path and street section graphics.

Chapter 5, "Public Utilities and Services"

- Edits were made throughout Chapter 5, Public Utilities and Services, to reflect more current conditions and plans, such as reference to the more recently adopted 2020 Urban Water Management Plan, notation to the planned expansion of the recycled water utility into the Spring Lake and WRTP areas in 2024, and clarifications regarding proposed stormwater management systems. Additionally, changes to the green belt cross sections were made to accommodate the future recycled water line and provide at least 22 feet of clear distance between the underground utility and the western green belt property line in order to allow for a significant amount of tree coverage in the green belt.
- Removal of 4.2 acre detention basin from park and open space acreage, Table 5.6.
- Updates to Section 5.12, Schools, to show up to a 12-acre (rather than 10 acre) portion of the MDR parcel located at the northeast corner of Road B and E will be reserved for a potential school site in accordance with the terms of the development agreement.

Chapter 6, "Implementation"

- Additional language has been added to Section 6.2.3 Subsequent Implementation Documents/Analysis pertaining to future concept plans, implementation of and/or construction

of The Yard (11-acre linear park), the Mobility Hub, a comprehensive plant and street tree palette, and the Transportation Demand Management plan to clarify expectations and provide additional guidance for the future development and planning of these amenities and/or implementation documents.

- A new Section, *6.5 Density Transfer*, has been added to ensure diversity of housing types and densities while ensuring residential development consistency with Specific Plan environmental analysis and development assumptions including the anticipated development of 1,600 residential units and a minimum average residential density of eight dwelling units per acre (8 du/ac).

Chapter 7, "Administration"

- Section 7.4.1.2 Minor Administrative Modifications – Additional provisions have been added to allow some flexibility around final and precise zoning district boundaries to ensure optimal and efficient land use for residential development, so long as zone boundaries remain compatible with and not detrimental to adjacent properties or uses; residential densities proposed along the Harry Lorenzo/linear greenbelt do not change; overall development densities remain consistent with development concepts set forth in the Specific Plan.

Summary of Community and Stakeholder Outreach

Since the release of the Public Review Draft Woodland Research and Technology Park Specific Plan in November 2020, and the release of the Draft EIR in May 2021, staff and representatives of the applicant team have held or participated in several community and stakeholder outreach meetings to share information about the project, obtain feedback and respond to questions about the proposed plan. Stakeholder organizations include:

- the Woodland Chamber of Commerce Public Policy Committee;
- the Woodland Technology Alliance;
- Yolo County Association of Realtors;
- Woodland and Davis Rotary and Woodland Kiwanis clubs; and
- the Greater Sacramento Economic Council's Food and Ag Innovation Council.

Two virtual community meetings facilitated by city staff were held in February 2021 with approximately 100 attendees present at each meeting. Additionally, the Specific Plan was shared at public meetings of the Woodland Planning Commission, Parks and Recreation Commission, and the Sustainability Advisory Committee. Staff and the applicant team have responded to several phone calls and emails from the public regarding the plan and have met with a neighborhood working group, predominately comprised of Spring Lake residents, over the course of plan review. A summary of comments received is provided below.

Stakeholder Organizations: As listed above, staff and representatives of the applicant team have met with several local and regional professional organizations representing a variety of industry sectors to share information about the proposed plan and, more importantly, to obtain feedback and guidance on the viability of the proposal. Across the board, feedback received from these organizations was positive and enthusiastic. Specifically, comments focused on the positive economic benefits the Research and Technology Park would have on the community and the opportunity for local professional and career development. Partners in the ag, food and health sectors highlighted the need for this type of development project in the region and the ideal location of this facility in Woodland, recognizing proximity to world leading research at UC Davis and the existing strengths of the local ag and food economy. While some individuals questioned the need for new office space citing COVID19 related changes in the workplace, a majority of the feedback supported and encouraged the Research and Technology campus where innovations require in person and technical facilities and where there is a recognized deficit of similar facilities in the region.

Community Informational Meetings (Virtual): On February 9 and 11, 2021, City staff hosted two virtual webinar style community meetings to provide a detailed overview of the proposed Specific Plan (recording of the meetings available here: (https://www.cityofwoodland.org/ResearchParkOutreach). To get the word out about the meetings, over 3,000 postcards were mailed to Spring Lake property owners and residents, notification was provided in the Daily Democrat and on various city and neighborhood social media channels, and newsletters were emailed to approximately 300 community residents on the project's email listserv. Approximately 100 attendees were present at each meeting and in total, approximately 140 questions were submitted via the webinar "chat" function or orally during the

question and answer period. Staff and the applicant addressed most questions during the live webinars and followed up with a Frequently Asked Questions (FAQ) page on the project website, synthesizing all questions received into 30 categories and responding to each (https://www.cityofwoodland.org/ResearchParkFAQ) (see also FAQ section below). To date, the FAQ page has received over 890 unique page views and over 1,000 page views in total. FAQs were most recently updated in July and August 2023.

While many questions were received during the webinars, a majority of questions focused on the following six categories:

- Affordability and diversity of housing, primarily the desire for more affordable housing and variety of housing types in Woodland. Conversely, concerns were also expressed about too much high density housing in the plan area;
- Provision and desire for an elementary school in the plan area;
- Sustainability aspects of the plan, including the desire for solar and electric vehicle chargers as well as other more progressive sustainability measures;
- Circulation and infrastructure improvements, primarily pertaining to the Spring Lake area, CR25A, CR102 and Hwy 113/CR25A interchange improvements;
- Public services, primarily police and fire; and
- Project phasing, timing of amenities and financing plan.

A majority of the questions received have been addressed in the Specific Plan, EIR, Development Agreement or have been more appropriately addressed separately from the plan, including questions specific to Spring Lake or other areas of the city.

As noted above, a group of community residents requested meetings with staff and the applicant team over the course of developing the Public Review Draft Specific Plan to better understand the project and make recommendations. This group of residents as well as individual community members apart from the group have provided helpful feedback with regard to specific elements of the plan including circulation, schools, infrastructure and sustainability. Additionally, the group provided recommendations on community outreach strategy, future entitlement review, and potential concerns of adjacent Spring Lake residents.

City Commissions/Committees: In March, April and June 2021 respectively, staff presented the Draft Specific Plan to the City of Woodland's Parks and Recreation Commission, Sustainability Advisory Committee and Planning Commission. Feedback from the Parks and Recreation Commission and from the Sustainability Advisory Committee was positive and supportive of the plan as presented.

Comments from the Parks and Recreation Commission centered around the provision of solar panels and facilities, consistency with the city's Climate Action Plan, native landscaping, and support and excitement around the greenbelt and trail circulation network and the 11-acre linear park as a non-traditional park intended for gathering purposes.

Comments from the Sustainability Advisory Committee focused on specific recommendations around sustainable design measures individual development projects may consider in addition to those already outlined in the plan. The committee expressed appreciation for the plan's consistency with the City's Climate Action Plan and greenhouse gas reduction strategies.

Members from both the Sustainability Advisory Committee and the Planning Commission expressed strong support to see a correlation and balance of nonresidential "jobs" buildout in relation to residential buildout to ensure the plan delivers the needed economic benefits to the community and does not become a "bedroom community." The Planning Commission also expressed support for the development of the Specific Plan to date, offering comments around specific design elements including gateway elements and enhanced corridor features and recommendations around specific uses. The Planning Commission acknowledged public concerns around the provision of an elementary school in the plan area. The Planning Commission will be asked to take formal action (a recommendation to City Council) on the project prior to City Council's final action on the adoption of the Specific Plan and the certification of the EIR.

FAQs

Also available on the project webpage https://www.cityofwoodland.org/1282/Frequently-Asked-Questions

1.**What are the required project approvals/entitlements, timeline, and process going forward? When can I provide comments?**

Prior to implementation of the Woodland Research and Technology Park Specific Plan, and prior to future development within the plan area, various entitlements are required and entail approval action by the Woodland City Council as the lead agency and/or other responsible agencies such as the Yolo Local Agency Formation Commission (LAFCo). The following entitlements (typical of specific plans generally) will apply to the proposed Woodland Research and Technology Park project:

1. Certification of the project Environmental Impact Report (EIR) and Mitigation Monitoring Plan - City Council will take action to approve and certify the project EIR and Mitigation Monitoring Program for the Specific Plan.
2. Specific Plan Approval/Adoption and General Plan Amendment - City Council will take action to approve and adopt the Specific Plan and amend the General Plan to create a new City of Woodland land use designation of Woodland Research and Technology Park Specific Plan and amend the Woodland City Limits boundary. This action will also include approval of the LAND PLAN, project design guidelines and performance standards, affordable housing plan and climate action/greenhouse gas reduction strategies for the research/technology park and residential neighborhoods.
3. Prezoning - City Council will take action to approve the “pre-zoning” of the land within the specific plan area boundary based on the approved land plan in preparation of subsequent annexation of the project site into the Woodland City Limit.

4. Development Agreement - City Council will approve a Development Agreement for the WRTP to provide certainty and mutual assurances to the City and the project applicant regarding plan build out.
5. Annexation - City Council will authorize and direct staff to pursue annexation of the project area into the city limits through LAFCo.

Prior to City Council action on the above listed entitlements, a fiscal impact report and establishment of project financing mechanisms ("Project Financing Plan") will be provided to council for its consideration.

The Draft WRTP Specific Plan was made available for public review in November 2020. Community and stakeholder meetings and presentations began in January 2021 and will continue through the Spring to provide information about the project and allow attendees to ask questions and provide comments on the proposed Specific Plan. **Comments and questions are encouraged now and throughout the process and can be provided via email to: ResearchPark@cityofwoodland.org, or during any future public hearing at the Planning Commission or City Council.**
A detailed project schedule and information regarding opportunities for public comment can be found online at https://www.cityofwoodland.org/584/Community-Outreach-Public-Hearing-Inform, or by clicking HERE. Please note, the schedule is subject to change and will be updated online accordingly.
To keep apprised of future meeting and/or public hearing dates, and the availability of documents, please email ResearchPark@cityofwoodland.org and request to be added to the project's email listserv.

2.**When will the Draft Environmental Impact Report and technical studies be released? When can I comment on this document?**

The Draft Environmental Impact Report (DEIR) and associated technical studies were released for public review and comment in May 2021. The DEIR and associated technical studies are available online HERE. Hard copies of the document can be viewed at City Hall, 300 First Street, Community Development Department.
Upon release of the DEIR, a 45-day public review and comment period was held, during which time the report was presented to the Woodland Planning Commission at a noticed public hearing. The formal comment period closed on July 2, 2021. Since this date, the city staff have worked with its environmental consultant and the project applicant team to incorporate recommendations received, where feasible, and/or respond to comments provided.

Prior to City Council approval and adoption of the WRTP Specific Plan, the Woodland Planning Commission and City Council will receive and be asked to certify the Final Environmental Impact Report (FEIR), which will include a "response to comments" received during the 45-day public comment period and any final edits/updates to the EIR and Mitigation Monitoring and Reporting Plan. The Final EIR and related documents will be made available to the public prior to the Planning Commission and City Council hearings. It is anticipated that the City Council will take action on the FEIR during a public hearing in late Summer 2023.

[Updated July 2023]

3.**When will the Technology Park start construction? What is the anticipated timeline for plan area build out?**

It is anticipated that phase one of project development could begin as early as 2024, upon adoption of the Specific Plan by the Woodland City Council. The 350-acre plan area will likely build out over 15 to 20 years and dependent on market demand.

[Updated July 2023]

4.**What are the prospective anchor tenants in the Technology Park? Is there still a need for this type of facility given the "new normal" of working remotely?**

The Specific Plan is not prescriptive with regard to businesses that locate in the plan area provided they are consistent with the plan area zoning requirements. However, it is expected users will include companies involved in ag technology, seed technology, life sciences, environmental science, food science, advanced manufacturing, professional office and numerous related fields. The market will determine the business absorption rate, but it is expected there will continue to be demand for these uses and at this location.

Companies focused on research and development, laboratory science, and advanced manufacturing will continue to need a physical location to do business and development new and cutting edge technologies. Regionally and throughout the Bay Area, demand for lab space is growing and vacancy rates are extremely low. In Woodland, Light Industrial and Flex space that would accommodate growing and new companies is at less than 1% vacancy, an all-time low. Woodland is the center of agriculture in Northern California and located strategically near UC Davis. Companies locating or expanding in the Technology Park will look to take advantage of Woodland's long history and industry strengths in the food and agricultural sector, the project's proximity to UC Davis, a leading research university in crop science, and to adjacent agricultural land and open space for field trials.

5.**Will local independent businesses be given priority in locating in the Technology Park? Will the city allocate funds for startup businesses in the plan area?**

While priority will not be expressly granted to any businesses allowed under the zoning, the City of Woodland Economic Development Division actively works with local businesses to assist in their expansion or relocation needs. Given these existing relationships, the city has already begun to develop a list of local businesses that have expressed interest in (re)locating in the project and will work to facilitate placement of local businesses in the Technology Park. Additionally, incubating new companies is a core objective of the project. To that end the City will be partnering with the developer and other organizations such as Woodland-based AgStart to invest in facilities and programs to support start up companies.

6.**Is the City working with Woodland Community College to focus on long-term workforce development initiatives that will support efforts to train Woodland residents to be competitive for jobs that will**

A key guiding principle of the project is talent retention and the creation of career opportunities and upward mobility for Woodland residents. The City and applicant team have met with representatives of Woodland Community College and the Woodland Joint Unified School District on long-term workforce development initiates to prepare Woodland residents for the careers the plan area will provide. Already underway, and continuing as the Research and Technology Park builds out, the city and applicant team will engage with representatives from industry and academia to identify skillset needs of existing and prospective technology-based companies. New career training pathways as well as mentorship and internship programs will be formally developed for Woodland residents seeking local career opportunities with higher earning potential.

7. **Will UC Davis be a development partner, like with Aggie Square in Sacramento?**

UC Davis does not have a formal development partnership in the project and unlike Aggie Square, they do not own the land. However, the project will provide opportunities for UC Davis to develop facilities and/or programs aligned with the project plan should they desire to do so. The City and development team have had preliminary discussion with University representatives and once a project is entitled will re-engage to explore potential opportunities to partner.

8. **How will the Village Center be developed?**

The 44-acre Village Center is specifically planned as the core center of the entire development. The size and the location is planned based on successful mixed use developments in a similar context. The Village Center's 3.5 acre mixed use zone will allow for a mix of smaller format commercial spaces and mixed-use buildings that will accommodate uses such as retail/food venues and co-working spaces on the ground floor, with residential and office uses permitted on second and third floors. The retail uses are anticipated to serve both the surrounding office/Technology Park and residential neighborhoods.

"The Yard," an 11-acre linear park, located immediately north of the mixed-use retail zone, is the physical center and social heart of the Village Center and the broader plan area. Envisioned as a largely passive green space, The Yard will serve as a shared "front porch" for the broader Tech Park community.

A mix of low density (VCLDR) and medium density (VCMDR) residential units are located on the eastern portion of the Village Center District. Contemporary row house, townhouse, small lot and detached units will provide a variety of housing opportunities for those that desire a more centrally located and lively residential experience. Residential units within the Village Center will help foster an active mixed-use District well past traditional office hours, bolstering the viability of retail and commercial uses.

It is anticipated that the Village Center mixed use zone will build out as commercial/office uses in the Technology Park and the residential area also build out creating demand for retail/restaurant amenities. See Chapter 2, Section 2.4.2 of the Specific Plan for a more detailed description of the Village Center planning district.

9.**What businesses and uses are permitted in the Specific Plan area? Will there be a market or medical clinics, such as an urgent care clinic?**

Uses allowed in the Specific Plan Area are outlined in the "Permitted Use Table" found in Chapter 3 of the Specific Plan or HERE. Whether a listed use is allowed in a particular zone (i.e. a business or commercial zone versus a residential zone) is determined by the corresponding letter found in the table and further defined in the table's legend. Generally, a use is "permitted" and allowed by right, allowed through issuance of a zoning administrator permit, a conditional use permit, is an ancillary use or is not permitted. When a use is not specifically listed in the table, the use may be permitted if the City determines that the use is similar to other uses listed.

As identified in the Permitted Use Table, a grocery store and a medical or dental office are permitted uses in the project area, in the Research Technology Park, Village Center and High Density Residential/Community Commercial Overlay Zones. These uses are not required or mandated by the plan, but are welcomed and encouraged as neighborhood and community serving amenities.

10.**When will design of the 11-acre linear park take place? Will there be an opportunity for community input?**

Following the adoption of the Specific Plan and prior to first phase development, the project applicant in partnership with the City will prepare a conceptual plan for the park to guide phased park improvements, design and amenities and ensure pedestrian and bike paths internal to the park connect to the external network trail and greenbelt system. Prior to construction of the park, the community will have an opportunity to review and provide feedback on the proposed park design plan. To keep apprised of the park planning schedule and updates, please email ResearchPark@cityofwoodland.org and request to be added to the project's email listserv.

11.**How wide will the greenbelt be?**

As described in Chapters 4 and 5 of the Specific Plan, the project's interconnected system of sidewalks, bike lanes and multi-use trails/paths are intentionally designed to link seamlessly throughout the Plan Area and to the shared mobility hub promoting more active and healthier transportation choices as well as recreational opportunities. The Plan Area's greenbelt and linear greenway network consists of 3.1 miles of class 1 Multi-Use Trails. These facilities are more informal in nature with a 10-foot wide shared use path that gently meanders through landscaped open spaces. The overall width of the greenbelts and greenways will vary to reinforce the more informal nature of these spaces. The larger greenbelts are at least 50-feet in width and will be no less than 24-feet at neighborhood connectors or where located along the street right-of-way. The Multi-Use trails include a 2-foot gravel shoulder or low landscape edge with bi-level motion sensing LED path lighting. Trails will be well shaded with trees and have amenities such as exercise stations, benches, drinking fountains and occasional open turf areas to encourage passive and active recreational use.

A greenway along the eastern edge of the Plan Area will serve as a central spine, connecting the Plan Area to the existing Spring Lake development to the east. Located along the western edge of Harry Lorenzo Avenue, the greenway will extend the entire length of the Plan Area between CR 25A and Farmers Central Road. South of Marston Drive, the existing pavement in Harry

Lorenzo Ave will be removed and the existing right-of-way will be utilized for the greenway. This facility will be more informal in nature with a 10-foot wide shared use path that gently meanders through landscaped open spaces. Multiple trail connections to Plan Area subdivisions will be provided to connect pedestrian and bicycle traffic to the linear greenway and to/from the adjacent Spring Lake community. Intersections with Marston, Parkland, and Road F will be designed with a distinctive treatment to clearly delineate each crossing.

The Plan Area's greenbelt and linear greenway network transitions to a more formal path facility within the more active urban areas of the plan. The 1.8 miles of Multi-Use Paths are a linear 10-foot wide shared use path that anticipates a higher utilization by all modes including bikes, scooters, pedestrians, and other forms of active transportation. Lighting will be integrated with the street lighting system and supplemented with pathway or bollard lighting where needed. Bike parking, scooter docs, and transit shelters will be strategically located along the Paths to support utilization of alternative transportation modes.

12. **On the circulation map (Chapter 4, Exhibit 4-2), there is an arrow indicating a future Woodland-Davis bikeway. What is that and when is it planned?**

In 2001, the Davis-Woodland Bikeway Feasibility Study was completed through a partnership between Yolo County, the cities of Davis and Woodland, and the Yolo-Solano Air Quality Management District. A total of six routes were studied that could serve commute and recreational purposes. The desired alternative, taking into account commuter, recreational and aesthetic objectives, runs primarily along the east side of CR 101B, south of CR25A. The bikeway project is not currently funded, however remains a project of mutual interest of the cities and county. The project plan has been designed to provide a primary point of connection to this future project.

13. **How is it ensured that the Tech Park builds out the way it is envisioned today?**

Development within the Technology Park Specific Plan area will be subject to the approved land use plan, zoning and development requirements outlined in the document. The project development team in partnership with the City carefully considered the appropriate mix of land use types, development requirements and residential densities based on anticipated market demands and in consultation with regional developers familiar with similar projects. The Specific Plan incorporates flexibility to allow for changing market conditions while still retaining the core vision for the plan area. As such, it is not anticipated that substantial modifications to the Specific Plan will be required. However, if plan modifications are requested by future property owners or as a result of new technologies, those changes would require approval by the Planning Commission and/or City Council at a public hearing, and may require additional environmental review, also subject to a noticed, public hearing and governing board approval.

14. **How much will it cost to build out the project? How is it being funded?**

The WRTP Public Facilities Financing Plan ("Financing Plan") completed in July 2023, outlines a strategy to fund public facilities and project infrastructure through Plan Area buildout. The Financing Plan identifies an estimated $255.5 million in public improvements needed to implement the Specific Plan and describes the proposed funding mechanisms to complete required improvements.

A WRTP Capital Improvement Program ("CIP") prepared for the project, identifies approximately $156.9 million in backbone infrastructure cost obligation for parks, streets, storm drainage, water and sewer improvements. Completion of backbone infrastructure and other public facilities will be phased to serve logical increments of development, based on the demand for such facilities as the WRTP builds out. The timing and amount of development in each increment will depend on many factors, such as market demand.

Additionally, the WRTP will have an obligation to contribute to the construction of other infrastructure and public facilities not included in the CIP. For these public improvements, the developers will pay applicable City, County and WJUSD development impact fees. The cost obligation for these facilities is estimated at approximately $98.6 million for parks and open space, schools, libraries, fire, police, general government, public transit, affordable housing, habitat and agricultural mitigation and County facilities.

The developers of the WRTP will be responsible for advance funding and constructing all of the backbone infrastructure and public facilities needed to serve the WRTP, unless the City and WRTP proponents agree otherwise to City construction of specific improvements. The project includes the adoption of a new Plan Area development impact fee program, the Woodland Research and Technology Park Infrastructure Fee Program ("RTIF Program") to fund backbone infrastructure and public facilities as described above to accommodate new residents and employees of the project area that are not funded by existing fee programs or other funding sources. Facilities included in the RTIF Program include those facilities with plan-wide benefits (i.e., serve multiple individual subdivisions), the costs of which should be distributed among RTIF land uses and ownership interests. Additionally, the financing strategy includes formation of one or more land secured bond financing districts (e.g., Mello-Roos CFD or Assessment District), which may be used to fund a portion of the total backbone infrastructure and public facilities needed at the outset of development.

[Updated July 2023]

15. **Will the housing component have Mello-Roos?**

It is anticipated that residential development will have a Mello Roos (or special tax assessment district) to help pay for project infrastructure and services.

16. **How will the Technology Park project impact property taxes in Spring Lake? Will residents in the Technology Park plan area pay the same special tax to the City of Woodland as that paid by residents**

Spring Lake related property taxes (Community Facilities Districts and the Landscaping and Lighting District) have their own formation agreements which would not change with WRTP Specific Plan approval. City policy requires new development to "pay its own way" with regard to maintenance of infrastructure and amenities serving the plan area. The Technology Park will have its own financing district and will likely pay similar taxes to Spring Lake.

17. **Has there been any analysis on the potential effect on home/property values in Spring Lake?**

Not at this time, however it is anticipated that with the build out of a successful Research and Technology Park, the 11-acre linear park and other plan area amenities, impacts to Spring Lake property values will be positive. Strong design guidelines will ensure that the project will be an asset to the City and to the adjacent Spring Lake residential community.

18.**Will Spring Lake parks be completed before the Technology Park begins construction?**

Remaining improvements at Jack Slaven, Rick Gonzales Sr., and Spring Lake Parks are all under construction with estimated completion timelines in late Summer and Fall 2023. The timing of completion of the 4-acre Spring Lake Central Park will coincide with the development of the adjacent high-density housing and commercial center.

The earliest construction of any housing is projected to begin in the Technology Park is late 2024 with occupancy of the first housing units not anticipated until well into 2025/26. The first phase of development will include portions of the greenbelt and park amenities that will be funded by development of the Technology Park.

[Updated August 2023]

19.**Will commercial development in the Technology Park keep pace with residential development? How will this be guaranteed?**

Yes, the project Development Agreement, a 20-year agreement entered into by the project applicant and City concurrent with Specific Plan adoption, will outline specific ties between residential unit development and commercial/office development within the Technology Park. Specific details of how this will occur will be outlined in the Development Agreement incorporated as part of the final entitlement documents that will require City Council review and approval prior to project approval.

20.**Will the Specific Plan accommodate a new public elementary school? Where would a school be located and how would it be paid for? How will infrastructure be provided?**

Based on the Woodland Joint Unified School District's 2020 School Fee Justification Study it is projected that the Woodland Research and Technology Park would generate at build out an additional (376) K-6, (104) Middle School, and (222) High School Students. The actual student generation rates would likely be less than these estimates given the current capture rates. To account for the facility needs for these additional students, all residential and commercial construction within the project area will be subject to the District's adopted School Impact fees.

The District’s Facility Master Plan anticipates capacity to be available at the current middle school and high school sites to accommodate the students at these grade levels. At the primary grades, it is projected that the District will need to construct an additional K-6 school in the southeast area of the city. To accommodate this projected need, the Woodland Research and Technology Park Specific Plan identifies the location of a future 12 acre school site just north of The Yard, at the southeast corner of the Parkland Avenue extension and Road B in the Medium Density Residential Zone. The City will require the Developer to commit to set aside the land for

the school site for sufficient time for the District to determine if and when it will proceed with construction of the elementary school. The specific terms of this commitment are being discussed between the City and the District and will be incorporated into the Development Agreement between the City and Developer as part of the final project entitlements. Should the District elect not to proceed with construction of the elementary school, the identified site would develop consistent with the underlying residential zoning.

[Updated July 2023]

21. **How does the Specific Plan address greenhouse gas (GHG) emissions and sustainability? Specifically what features will the plan area incorporate to meet the City's Climate Action Plan goals and GHG**

As outlined in Chapter 3, Section 3.3.1 and 3.3.3 of the Specific Plan, all residential and commercial development projects in the plan area are subject to the city's Climate Action Plan (2017). Development within the plan area will strive to achieve zero net energy consumption at the building and neighborhood level. All projects will be subject to Cal Green Tier 1 building standards which are 15% higher energy efficiency standards than current State of California Title 24 (Building Standards). Building construction will require the use of solar on single-family and multi-family residential products. It is anticipated that solar technology will be utilized on all commercial development in order for projects to comply with Cal Green Tier 1 standards. The plan will focus on the use of green building products, consumption of less energy, water and other resources as well as reduction of storm water runoff and the use of trees for cooling, energy conservation and improving air quality. The plan will utilize City recycled water for public landscaping. Pollinator friendly planting and maintenance practices will be integrated into each site's landscaping in addition to native and drought tolerant plant species.

This development will provide electric vehicle (EV) charging capable facilities in all residential garages and commercial parking lots. It is anticipated that all residential products (single-family homes and apartments) will be 100% electric. GHG reduction strategies and sustainability measures will be considered in future expansion projects and in the ongoing operations and use of all commercial and residential projects within the Plan Area including, but not limited to Energy Conservation, Water Conservation/Quality and Low Water Landscape measures as outlined in Sustainability Guidelines Sections 3.5.3.B for commercial uses and Section 3.5.12.B for residential.

22. **How will the existing agricultural uses be impacted by the project and what is the required mitigation to offset those impacts?**

The WRTP Specific Plan is located in an area within the city that is currently farmed, consisting primarily of row crops, and a small almond orchard in the southeastern corner. Areas south, southeast, and west of the Specific Plan area consist largely of agricultural production, including commercial almond orchards and open field crops. Current farming activities within the plan area are permitted to continue until such time the land is developed consistent with the city's Right to Farm ordinance. The Specific Plan area is subject to the city's **Agricultural Mitigation ordinance** which requires that for every acre of agricultural land converted to urban development, a minimum of one acre of mitigation shall be required (1:1 ratio) through

conservation easements or through an in-lieu fee payment that shall be used for agricultural mitigation purposes including purchase of conservations easements.

23.**Is the processing of marijuana allowed in the Specific Plan area? Are their requirements for odor control?**

Commercial cannabis lab testing, manufacturing and distribution are permitted in the Research and Technology Park (RTP) and Research Flex Overlay (RTP/RFO) Zones (see Zoning map HERE). Retail sales are not permitted in the plan area. Cannabis testing and manufacturing/distribution are subject to the city's Commercial Cannabis Business Ordinance and permitting process which requires odor control, including a detailed ventilation plan describing the air treatment system, or other methods that will be implemented to prevent offensive odors generated from the manufacturing, testing and/or storage of cannabis from being detected outside the buildings on the site. Further, no cannabis business may be located within a 600-foot radius of a school providing K-12 instruction, a day care center or a youth center in existence at the time the license is issued. Additionally, no cannabis business may be located within a 600-foot radius of a public park.

24.**Is the applicant team working with the Woodland Tree Foundation for plan area tree planting and placement?**

The project applicant team is in communication with the Woodland Tree Foundation regarding future plans for tree planting and in particular how the plan area can support the repopulation of Native Valley Oak trees in strategic and appropriate locations within the 11-acre linear park, greenbelt trail system and as site plan "focal features" in the Tech Park campus itself. Consistent with the Urban Forestry Master Plan, Climate Action Plan and Municipal Code standards, a substantial number of new trees will be planted throughout the Plan Area concurrent with plan area development and right of way improvements. The planting and tree palette will take into account "right tree in the right place" considerations, including evaluation of hardscape and utilities, soil and water conditions, planter size and intended use and mature canopy spread. Woodland Municipal Code Section 17.112, *Landscaping*, outlines the technical requirements of public and private landscaping within the Plan area, including spacing of street trees (e.g. every 35-feet along a public right of way) and coverage (e.g. 75 percent vegetative matter coverage in all landscaped areas). Additional plan area specific guidelines are provided in Chapter 3, including priority for native plant species, inclusion of Native Valley Oak trees where appropriate, and 50 percent shade/coverage requirement for all parking lots within 15 years of tree planting.

25.**Are apartments or "high density" housing included in the Plan Area and where will it be located?**

The Specific Plan provides the opportunity for a variety of housing product types throughout the Plan Area consistent with the City's housing goals and policies outlined in the 2035 General Plan including Policy 2.D.1 which speaks to the importance of a jobs/housing balance. Specifically there are three residential zones, Low-, Medium- and High-Density Residential (see Land Plan HERE). The Medium Density Residential (MDR) zone allows for a variety of product types including small lot single-family detached units, attached walk-ups and townhomes, and smaller apartment or loft style residential units. Medium Density Residential is permitted directly adjacent to the 11-acre linear park, central to the overall project area, and in two locations along the west side of Harry Lorenzo Avenue/greenbelt, opposite Spring Lake Central near

Pioneer/Parkland and at the southeast corner of the plan area. Where Medium Density Residential is proposed adjacent to Low Density or single family residential zones, Specific Plan Design Guidelines speak to appropriate transitions including height and setbacks.
High Density Residential zones are located near the interior of the plan area along Road B, providing nearby access to transit and other amenities. High Density Residential zones allow for townhomes, and lofts as well as more traditional apartment development.

26.**What is the plan to make sure that diversity is maintained and to ensure neighborhoods are not designed only for elites and wealthy?**

A key guiding principle of the project speaks to the provision of diverse, high quality housing options. The plan area will accommodate up to 1,600 housing units of a variety of product types and densities. Medium and high density housing and residential product types are generally more affordable by design due to smaller unit and/or lot sizes as compared to typical low-density suburban neighborhoods. As regulated by zoning density requirements, approximately two-thirds of the residential units developed within the project area will be medium and high density product types (an estimated 600 and 500 units respectively), including small lot detached single family homes, duplexes, townhomes, and apartments or loft style development. The remaining approximately 500 residential units will be developed in the lower density range. The diversity of residential zoning designations, including minimum density requirements, will ensure the plan retains a diversity of housing options at varying affordability levels. The plan area is additionally subject to the City's Affordable Housing Ordinance which outlines obligations around housing affordability and buyer income restrictions for a percentage of housing units developed within the plan area.

27.**How is affordable housing addressed?**

Affordable housing is addressed in two ways in the project area. The Specific Plan area is subject to the city's Affordable Housing Ordinance (found HERE) which requires that a percentage of all residential units be made available to low-income renters and/or home buyers. Alternatively, the housing developer can pay an in-lieu fee to the City. Fees collected are used to support the development of affordable housing in the plan area and throughout the city. In addition to the requirements of the Affordable Housing Ordinance, the variety of housing product types and relatively smaller unit and lot sizes anticipated within the Medium and High Density Residential Zones will result in more affordable housing opportunities for future Specific Plan area residents.

28.**How is the Specific Plan addressing police and fire safety? Will police and fire response times be adequate in the Tech Park?**

The Woodland Police Department will provide law enforcement services in the Plan Area. The Department currently services the community through a four police beat deployment model. With the geographic expansion of the city as the General Plan Growth areas build out, up to two additional police beats are planned to be added to provide sufficient patrol resources and response times. The existing Police Station and Administration building at Lincoln Avenue and 6th Street is sufficiently sized to provide Police service levels through build out of the Plan Area. The Police Department also provides parking enforcement services for the community. With the mixed use and denser nature of the project, the need for permit parking

and time parking zones is likely. In the event this occurs, use of new technologies will be utilized to reduce department resources needed for monitoring and enforcement.

The project site is within the jurisdiction of the Woodland Fire Department which provides fire protection services and emergency medical services within the City and to unincorporated areas in the vicinity. The nearest station to the Plan Area is Station Three located at 1550 Springlake Court, on the east side of SR 113, approximately 2 miles north of the Plan Area. The City recently underwent an Insurance Services Office (ISO) rating review and improved to a level two rating. ISO ratings range from 1-10 with one indicating excellent service and ten indicating minimal or no protection. ISO ratings assess a range of fire safety factors including; firefighting personnel, equipment, water infrastructure, and response times. The City staffs 3 fire stations, with a minimum of 13 personnel on duty per day. This provides enough personnel to meet the National Fire Protection Association's Standard 1910 for residential structure fire responses. The City utilizes robust automatic aid agreements with neighboring jurisdictions to ensure sufficient firefighting personnel arrive at a fire in a commercial building. The City has a maximum "first response" standard of four minutes, 90% of the time. Currently, portions of the southeast area do not fall within this response time standard due to the distance been the current Fire Station 3 location, and the most southern areas of the Spring Lake development. The City plans to relocate Fire Station Three to the former Willow Spring Elementary school site, which is located at the northwest corner of Bourn Drive and Gibson Road. The future Fire Station Three, which will continue to serve the Plan Area, will be located approximately one-half mile north of the Plan Area, and will ensure that the southeast area, including the Tech Park, would fall within the four minute response time standard.

Additionally, Yolo County maintains an agreement with American Medical Response (AMR) to provide advanced life support (ALS) transport services to the entire County, including the City of Woodland and the Plan Area. AMR maintains a response time standard of 8 minutes, 90% of the time for any incorporated area within the County.

29.**Will there be a new cell tower given the increased population in this location?**

The installation of new Wireless Telecommunication Facilities or cell towers is typically initiated by private carriers such as AT&T or T-Mobile when gaps in coverage occur. It is anticipated that additional facilities will be requested in the Specific Plan area or within close proximity as the plan area develops. Wireless telecommunication facilities are permitted within the plan area through the issuance of a Conditional Use Permit by the Woodland Planning Commission after a noticed public hearing. Any new facility would be encased within planned street light or signal poles or other utilities or adequately "stealthed" to minimize their visibility within the community.

30.**Will the project include Public Art?**

Yes, consistent with the city's **Public Art Ordinance**, all new development shall devote one percent (1%) of the construction cost for public art within the plan area. The public art may be located on the project site in a publicly visible location, or the project applicant can pay an in-lieu fee. The collected in-lieu fee will go toward a public art project(s) in the Specific Plan area

including areas such as the primary entrance/gateway to the Tech Park, within public medians or landscaped areas, within the greenbelt trail system, or in the 11-acre linear park.

31. **How is parking addressed throughout the Specific Plan area, in the commercial/Technology Park and residential areas? How and where will visitor/public parking be accommodated? Will there be electric vehicle charging stations?**

Vehicle parking requirements within the Specific Plan area seek to balance both the need and desire for parking near businesses, shopping and residential uses while also encouraging the use of alternative forms of transportation to reduce greenhouse gas emissions and minimize oversized asphalt parking lots that contribute to urban "heat island" effect.

For Village Center commercial and Technology Park/office uses, parking requirements are based on a "Parking Use and Needs Statement" prepared by the business owner/applicant as outlined in Table 3.2 and Section 3.5.3.F and 3.5.9.G.6 of the Specific Plan. The statement includes the known or anticipated number of business employees and anticipated visitors or patrons throughout the day as well as any ride-share or van-pool incentives such as priority parking spaces. The statement is reviewed and ultimately approved by the City Planning Department which will ensure ample parking is provided for business employees and guests onsite and that adjacent uses are not negatively impacted by lack of onsite or adjacent public/on-street parking opportunities.

The Specific Plan includes "parking maximums" to ensure any particular business does not over-park for their use, resulting in unnecessary paving and oversized parking lots. Shared parking facilities/lots are encouraged throughout the plan area to minimize the underutilization of land for parking. Bicycle parking is required for all commercial/office uses and shall be a minimum of 10 percent of the total number of vehicular parking spaces provided by the project (e.g. where 200 vehicle parking spaces are provided, 20 bicycle parking spaces or bike lockers shall be provided onsite in a secured and lighted location).

For residential uses, onsite parking requirements are as follows:

- Low Density Residential (i.e. detached single family and duplex development) = 2 garage/covered spaces per unit, minimum
- Medium Density Residential (i.e. small lot family, townhome and small multifamily/apartment development) = 1 garage/covered space per 1 bedroom unit, 2 garage/covered spaces per 2+ bedroom units, minimum
- High Density Residential (i.e. apartment, lofts) = 1 space per studio or 1 bedroom unit, 1.5 spaces per 2 bedroom unit, 2 spaces per 3+ bedroom unit; plus 1 guest parking space per 5 units and 1 manager space.

For high density residential apartments, 1 bike parking space is required per residential unit. See Specific Plan Table 3.3 for residential parking standards.

Electric vehicle charging stations are required for all new commercial/office and retail development. The number of charging stations required is dependent on the square footage of the building. All single family residential development shall have electrical conduit pre-installed

for EV charging in each garage. High density residential development, including apartments shall provide EV charging stations on-site, the number of which will depend on the number of units. Public EV charging stations will be provided as feasible along key corridors, such as along the east side of Road B adjacent to the 11-acre linear park. On-street "public" parking will be provided throughout the Plan area including along the east side of Road B and along most primary and local roadways in the commercial and residential zones.

32. **Have traffic impacts to Spring Lake been analyzed? How will traffic impacts be addressed?**

Key roadway segments in Spring Lake including Parkland Avenue and Marston Drive will extend and connect into the proposed WRTP Plan Area as described in Chapter 4 of the Specific Plan. Buffered bike lanes and off street Class 1 bike trails will similarly extend into the plan area along Marston and Parkland between Harry Lorenzo and Road B (see Land Use Plan). Parkland Avenue will eventually extend west over Highway 113, but the overpass extension will not take place until future build out of Specific Plan areas "SP-1B" or "SP-1C", located west of Hwy 113, as described in the 2035 General Plan. All segments of CR25A between CR102 and Hwy 113 will be completed with Plan Area build out, or earlier, including the extension of the urban forest trail on the north side of CR25A.
Circulation planning for the Woodland Research and Technology Park Plan Area took into account potential increased traffic volumes that may impact the Spring Lake neighborhood. Where existing roadway networks within Spring Lake were designed to extend into the Tech Park plan area (Parkland, Marston) roadway design incorporates a variety of design features including roundabouts, signalized intersections, narrow roadway widths, enhanced pedestrian crossings, and on street parking and bike lanes that have the effect of reducing vehicle speeds.

A Traffic Impact Study ("TIS") was completed for the project in April 2021, which analyzed Level of Service impacts for road segments and intersections throughout the WRTP Plan Area as well as in Spring Lake as a result of Plan Area build out. Level of Service or LOS, is a term used to quantitatively describe the operating conditions of a roadway based on factors such as speed, travel time, and delay. The TIS demonstrated that build out of the WRTP Plan Area will not result in roadway capacity issues in Spring Lake, due to the fact that arterial roadways in Spring Lake were sized in anticipation of future build out of the WRTP to the west. There are two intersections adjacent to Spring Lake that do not meet the General Plan LOS policy goals, the Gibson Road/Pioneer Avenue and Gibson Road/Harry Lorenzo Avenue/bourn Drive intersections. However, these intersections were already projected to not meet the General Plan LOS policy goals with buildout of the south area.
While traffic volume is expected to increase with the build out of Spring Lake and the build out of the WRTP Plan Area, design and traffic calming measures will help maintain appropriate vehicle speeds within both the Tech Park and Spring Lake neighborhoods and discourage cut through traffic through existing and future local roads and neighborhoods.

One of the more extensive circulation related improvements in the Plan Area will include modification to the CR25A / Hwy 113 interchange to accommodate increased traffic volumes and peak hour trips at this facility. City staff will continue to work with Caltrans on the timing, design and construction of necessary improvements.

[Updated July 2023]

33. **When will CR 25A be completed? Is a traffic signal planned at Hwy 113 and CR 25A interchange?**

The City recently determined that, pending favorable construction bids, sufficient funding will be available in the Spring Lake Capital Improvement budget to construct the remaining segment of CR25A. Construction is currently planned for 2024. Additional project details and updates can be found online at the following link: https://gis.cityofwoodland.org/portal/apps/storymaps/stories/6b53e7556e7643aa9611e611edefbfb6

[Updated August 2023]

34. **Will there be transit options in the Specific Plan, specifically connecting the plan area to UC Davis/City of Davis Amtrak?**

Described in Chapter 4, the plan area includes a shared mobility hub, *The Union*, that will at project build out serve as the nucleus of the alternative transportation system providing integrated access to intra-city as well as inter-city transit service. The Union will be designed to accommodate a range of potential alternative transportation choices such as:

1. Fixed route bus and micro-transit
2. Car/vanpool/parking
3. Designated car share spaces
4. Electric vehicle charging stations
5. Ride hailing services
6. Bike/scooter share docking stations

Development of The Union will be planned and coordinated with local and regional transit service providers including YCTD and UC Davis Transportation and Parking Services/Unitrans, anticipating service from the Technology Park to UC Davis and the City of Davis. The shared mobility hub is planned to be the primary point of connection to fixed route bus service as part of the City's planned transit system provided by YCTD's YoloBus service.

35. **Why is the South Regional Pond footprint split roughly 50% within the Specific Plan area and 50% outside the Urban Limit Line south of CR 25A?**

The South Urban Growth Area Storm Drain Facilities Master Plan (SDFMP) identifies offsite drainage sheds located west of SR 113 that drain to the WRTP site. The highway embankment of SR 113 forms a north-south barrier to agricultural drainage runoff originating from the west. As development of the WRTP proceeds, existing agricultural flows from west of SR 113 will, in general, continue to be routed around the south side of the WRTP along CR25A. As part of this storm water conveyance, it is anticipated that an approximately 4.5-acre storm detention basin will be adequate to manage development from a portion of the sheds located east of Hwy 113. Similar to other components of the City's stormwater management system as well as other public infrastructure, the pond is proposed to be located immediately adjacent to, just south of the planning area, south of CR25A and connect directly into an adjacent facility east of CR 101.

Final Report

Woodland Research and Technology Park Public Facilities Financing Plan

The Economics of Land Use

Prepared for:
City of Woodland

Prepared by:
Economic & Planning Systems, Inc. (EPS)

Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

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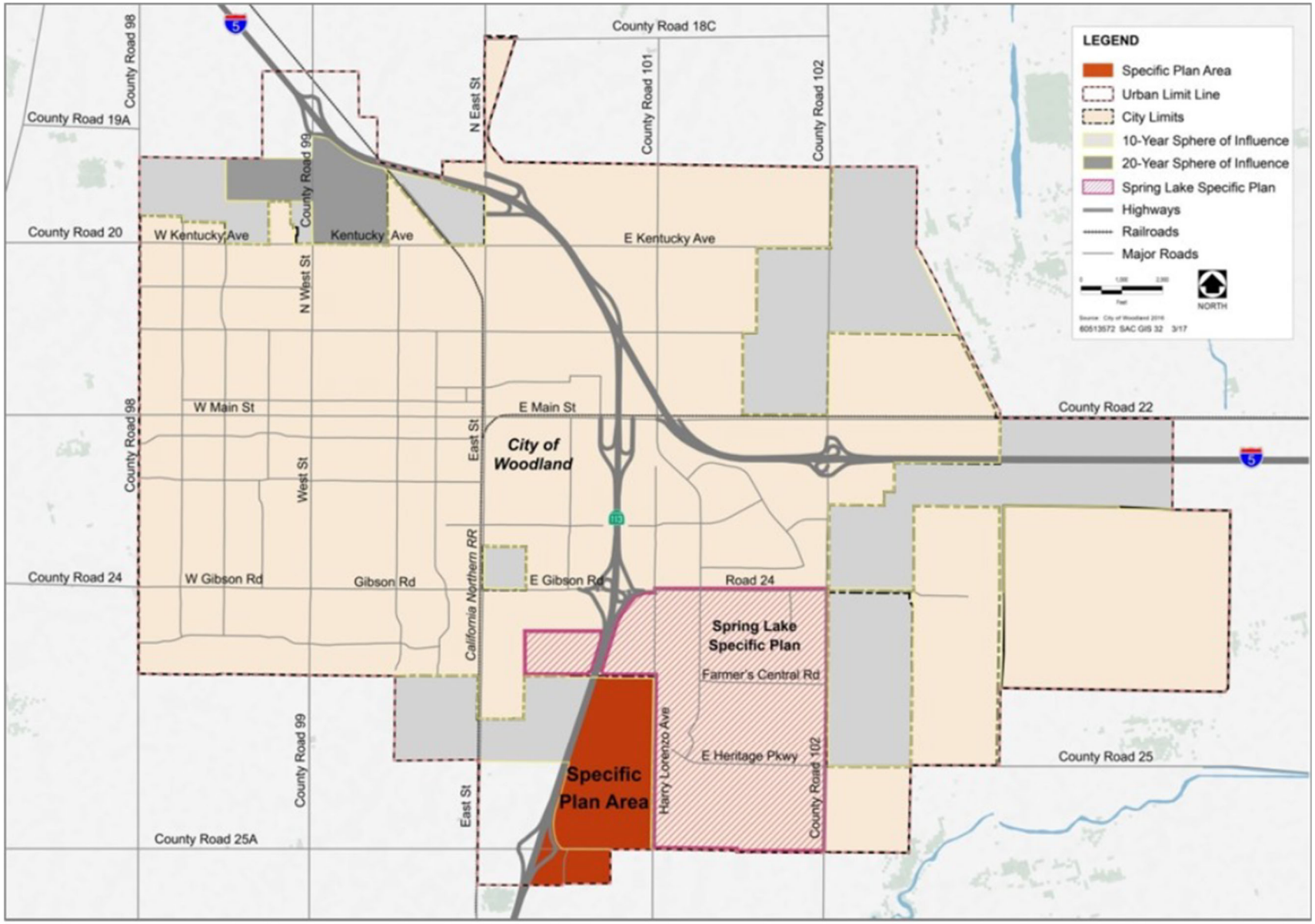
1. Introduction and Executive Summary

This Public Facilities Financing Plan (Financing Plan) presents a strategy to finance backbone infrastructure and other public facilities required to serve the proposed land uses in the Woodland Research and Technology Park Specific Plan Area (WRTP). The financing strategy is designed to be flexible enough to accommodate the development plans of different WRTP property owners while assuring the City of Woodland (City) that the required facilities are constructed when necessary. The Financing Plan includes the use of the following funding mechanisms: existing development impact fee programs, a new Woodland Research and Technology Infrastructure Fee Program (RTIF Program), land-secured debt financing, developer funding, City funding, and funding from other plan areas.

Project Description and Proposed Land Uses

The WRTP is located on approximately 350 acres just south of the City and borders the Spring Lake Specific Plan Area (SLSP), which is located to the east and north of the WRTP. **Map 1-1** shows the WRTP location in relation to the City of Woodland. The WRTP is included in the City's 2035 General Plan as a natural extension of the City and is planned for annexation into the City. As stated in the Public Review Draft WRTP Specific Plan, the WRTP is planned to be a "self-sustaining, enterprising mixed-use community anchored by a technology and innovation campus, with vibrant retail and supporting uses, integrated residential neighborhoods, recreation, open space and public uses." The planned uses in the WRTP at buildout include 1,670 residential dwelling units and approximately 2.3 million square feet of nonresidential retail and office development. **Chapter 2** further details the land use plan.

Map 1-1. Plan Area Location



Backbone Infrastructure and Public Facilities

Definitions of Backbone Infrastructure and Public Facilities

This Financing Plan will use the following definitions to more precisely define backbone infrastructure and public facilities:

- **Backbone Infrastructure:** This term includes most of the essential public service-based items that are underground or on the surface. These items include storm drainage, water, reclaimed water, sewer, and major roads. Backbone infrastructure is sized to serve numerous individual development projects in the WRTP and in some cases serves the broader region's development areas.
- **Public Facilities:** This group of items provides amenities to the WRTP (e.g., park facilities and libraries) or houses employees providing services to the area (e.g., fire facilities). In this Financing Plan, this term includes the following public facilities:
  - Parks and Open Space
  - Schools
  - Libraries
  - Fire Stations and Equipment
  - Police Facilities
  - City and County General Government Facilities
  - Public Transit
  - Agricultural and Habitat Mitigation Land
  - Affordable Housing
- **Public Improvements:** This term is used generically in the Financing Plan to include a combination of backbone infrastructure and public facilities when a precise breakdown is not required.

Total Public Improvements Cost Estimates

This Financing Plan includes approximately $255.5 million in public improvement requirements associated with WRTP Buildout. The public improvements consist of the improvements specifically required to serve the WRTP that are included in the WRTP Capital Improvement Program prepared by Cunningham Engineering Corporation, as well as additional City, County, and school district public improvements toward which the WRTP must contribute. The public improvement costs are detailed in **Chapter 4**.

Financing Strategy Summary

The purpose of this Financing Plan is to propose a financing strategy to fund the necessary public improvements required to serve the WRTP. The financing strategy is flexible enough to ensure the required improvements are constructed when necessary. The financing mechanisms used will depend on the types and timing of the needed facilities and are guided by objectives and policies established by the Specific Plan.

A combination of funding sources will be used to fund the costs of the public improvements, as summarized below:

- The proposed new WRTP development impact fee program, the RTIF Program (defined earlier in this chapter), will help fund those backbone infrastructure and public facilities costs that are not funded by existing fee programs or other funding sources identified below. Facilities included in the RTIF Program include those facilities with plan-wide benefits (i.e., serve multiple individual subdivisions), the costs of which should be distributed among RTIF land uses and ownership interests.
- Existing City, Yolo County (County), and school district development impact fee programs fund public improvements that benefit the WRTP as well as other developments. The WRTP will contribute to the construction of these public improvements through participation in the existing fee programs. Examples of these fee programs are the City Major Projects Financing Plan Fee Program and the Woodland Joint Unified School District Impact Fee Program.
- Other plan areas will participate in funding facilities for which they have a shared benefit with the WRTP.
- The WRTP developers will be responsible for privately funding a portion of the streets, storm drainage, water, and sewer costs.
- The City will contribute to the funding of several projects with Citywide benefit.
- One or more Mello-Roos Community Facility Districts (CFDs) or other public financing mechanisms will fund infrastructure improvements needed during the development of the WRTP before the collection of sufficient fees or other sources of revenue for reimbursement. The bonds will be repaid through special taxes levied on property through the CFDs. One or more CFDs also will be formed to fund annual maintenance and services costs.
- Developers will be conditioned through development agreements (DAs) to construct and fund certain public improvements needed in the initial phases of the WRTP before the collection of sufficient fees or other funds to construct the improvements. Fee credits and reimbursements for advance-funded facilities included in the RTIF Program will be available to the developers.

Supporting Documents

This Financing Plan relied on the following documents that have been prepared by or for the City or are being prepared in conjunction with this analysis:

- WRTP Specific Plan
- Development Agreements between the City and WRTP Property Owners
- Master Reimbursement Agreement between the City and WRTP Property Owners
- WRTP Development Impact Fee Nexus Study
- WRTP Capital Improvement Program

Organization of Report

This Financing Plan is organized into the following chapters:

- **Chapter 1** included an introduction and executive summary of the Financing Plan.
- **Chapter 2** details the WRTP land uses and population estimates.
- **Chapter 3** details the policy and financing framework for the Financing Plan established in the WRTP Specific Plan.
- **Chapter 4** details the required backbone infrastructure and public facility requirements and associated costs.
- **Chapter 5** describes the overall financing strategy and funding sources.
- **Chapter 6** summarizes the proposed RTIF Program.
- **Chapter 7** examines the feasibility of the WRTP Financing Plan.

In addition, the Financing Plan contains the following appendices:

- **Appendix A:** Summary of WRTP Capital Improvement Program
- **Appendix B**: Development Impact Fee Analysis
- **Appendix C**: Infrastructure Cost Burden Comparison

2. WRTP Land Uses and Phasing

Land Use Summary

The WRTP is located on approximately 350 gross acres, with an estimated 150 acres planned for residential development and 130 acres planned for nonresidential retail and office development. The remaining WRTP areas are planned for public uses, including parks, trails, greenbelts, other open space, roads, and a school. **Table 2-1** summarizes the planned acres, dwelling units, and nonresidential building square feet by land use. It also includes the average square feet per unit for each residential category. These average square feet were estimated based on building permit data provided by the City, as detailed in the WRTP Nexus Study (Nexus Study). **Table 2-2** further details the planned acres, dwelling units, and nonresidential building square feet by the specific plan land uses. A total of 1,670 dwelling units and approximately 2.3 million square feet of nonresidential building space are planned in the WRTP. **Map 2-1** depicts the WRTP land use plan.

Population Summary

Table 2-3 summarizes the estimated population at buildout of the WRTP. For each land use, the population is estimated as the number of dwelling units multiplied by the estimated persons per household (PPH). It is estimated that the WRTP will have a population of approximately 4,300 people at buildout. The methodology for estimating the PPH factors is detailed in the Nexus Study.

Development Phasing

A WRTP development phasing plan has not been developed, but it is anticipated that low density and medium density residential units generally will develop concurrently with or just ahead of commercial development and before high-density residential units. Development phasing will be driven by market demand.

Each developer will be required to submit a Phasing Plan for each development phase prior to approval of a tentative subdivision map for the property in the development phase. The Phasing Plan will be consistent with the infrastructure phasing rules detailed in the DA between the City and the developer and will include the required infrastructure to be constructed by the developer. Phasing of infrastructure will be guided by development phasing. The required infrastructure that the developer must construct could include both onsite and offsite infrastructure and will be determined in consultation with the City Engineer.

Table 2-1
Woodland Research and Technology Park Financing Plan
Land Use Summary

Land Use	Density	Building Square Feet per Unit	Buildout		
			Acres	Dwelling Units	Building Square Feet
Source:			*Table 2-2*	*Table 2-2*	*Table 2-2*
Residential	*units per acre*	*avg per unit*			
Low Density [1]	7.1	2,300	87.9	628	
Medium Density [2]	12.7	1,850	41.1	524	
High Density [3]	24.0	990	21.6	518	
Total Residential			**150.6**	**1,670**	
Nonresidential	*FAR*	*per acre*			
Village Center/Community Commercial [4]	0.43	18,930	16.4		310,948
Business Park [5]	0.40	17,424	113.6		1,980,115
Total Nonresidential			**130.1**		**2,291,063**
Public					
Open Space			20.3		
Right of Way			37.9		
School			10.0		
Total Public			**68.2**		
Total			**348.8**	**1,670**	**2,291,063**

Source: Woodland Research and Technology Park Specific Plan; City of Woodland

[1] Includes Low Density and Village Center Low Density.
[2] Includes Medium Density and Village Center Medium Density.
[3] Includes High Density and High Density/Community Commercial (residential part).
[4] Includes Community Commercial, High Density/Community Commercial (commercial part), Village Center Mixed Use, and Village Center Commercial.
[5] Includes Research and Technology Park, Highway Commercial, and Research Flex.

Table 2-2
Woodland Research and Technology Park Financing Plan
Land Use Detail

Land Use	Density	Buildout		
		Acres	Dwelling Units	Building Square Feet
Residential	*units per acre*			
Single Family				
Low Density	7.3	74.8	549	
Village Center Low Density	6.0	13.1	79	
Medium Density	13.2	25.5	337	
Village Center Medium Density	12.0	15.6	187	
Subtotal Single Family		**129.0**	**1,152**	
Multifamily				
High Density	24.0	9.7	232	
High Density/Community Commercial (75%/25%)	24.0	11.9	286	
Subtotal Multifamily		**21.6**	**518**	
Total Residential	**11.1**	**150.6**	**1,670**	
Retail/Commercial	*FAR*			
Village Center/Community Commercial				
Community Commercial	0.40	6.8		118,065
High Density/Community Commercial (75%/25%)	0.40	4.0		69,173
Village Center Mixed Use [1]	0.50	4.2		91,040
Village Center Commercial	0.50	1.5		32,670
Business Park				
Research and Technology Park	0.40	69.6		1,212,170
Highway Commercial	0.40	8.2		142,981
Research Flex (Light Industrial)	0.40	35.9		624,964
Total Retail/Commercial		**130.1**		**2,291,063**
Parks and Open Space				
Open Space		11.0		
Village Center Open Space (net of Commercial)		9.3		
Subtotal		**20.3**		
School		**10.0**		
Right of Way		**37.9**		
Total		**348.8**	**1,670**	**2,291,063**

Source: Woodland Research and Technology Park Specific Plan; City of Woodland

[1] Assumes parcel C-VCMDR3 (0.702 acres) develops as village commercial mixed use.

Map 2-1. Land Use Plan

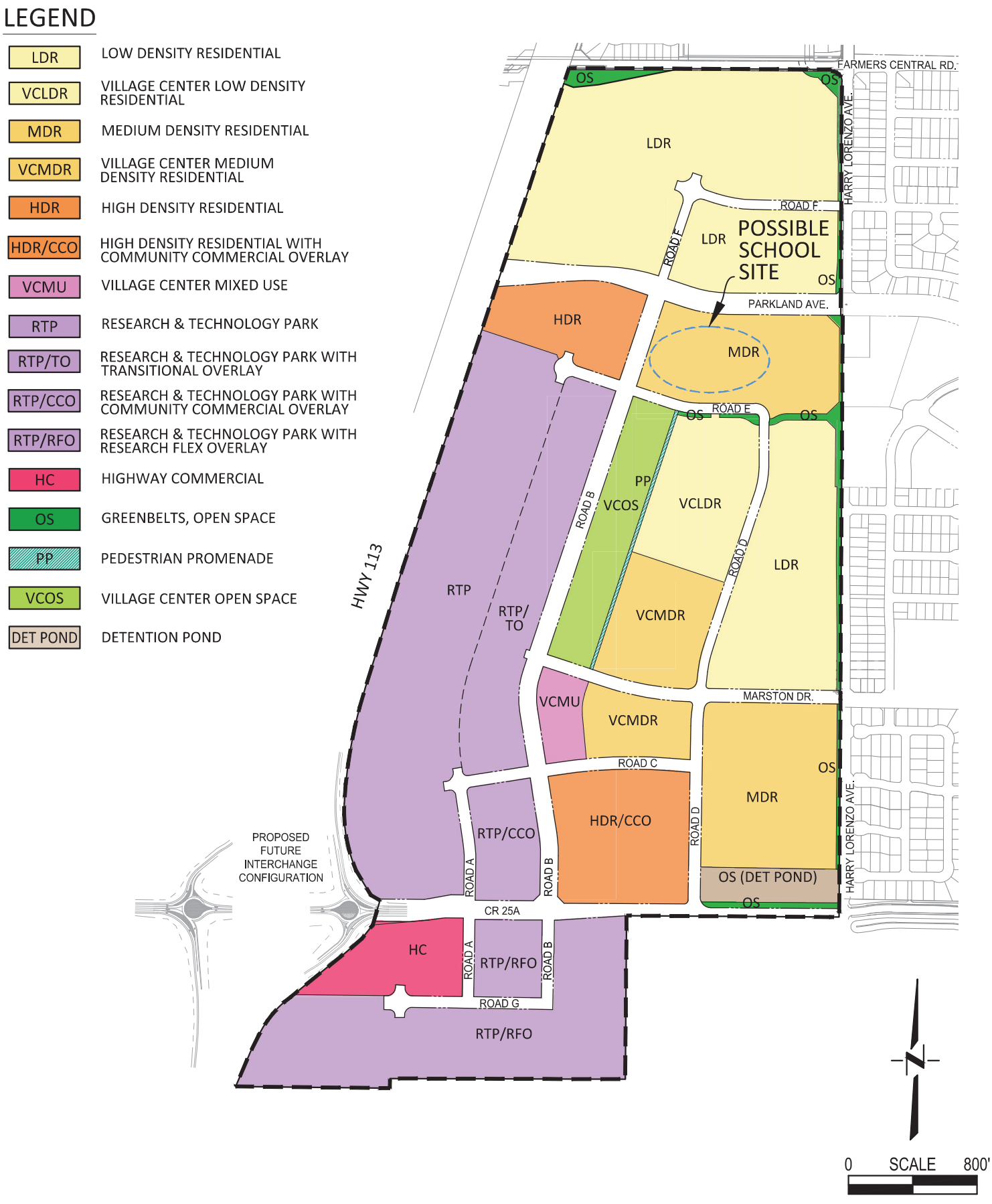


Table 2-3
Woodland Research and Technology Park Financing Plan
Estimated Population at Buildout by Land Use Category

Land Use	Dwelling Units	PPH	Population
Single Family			
Low Density	549	3.09	1,696
Village Center Low Density	79	3.09	244
Medium Density	337	2.39	806
Village Center Medium Density	187	2.39	447
Subtotal Single Family	**1,152**		**3,193**
Multifamily			
High Density	232	2.15	499
High Density/Community Commercial (75%/25%)	286	2.15	615
Subtotal Multifamily	**518**		**1,114**
Total Residential	**1,670**		**4,307**

Source: City of Woodland; EPS; U.S. Census Bureau PUMS data; Solano County Assessor

3. Policy and Financing Framework

Overview

This chapter provides an overview of the WRTP policy framework related to the Financing Plan. The Financing Plan must be prepared in accordance with the requirements of the WRTP Specific Plan document (Specific Plan), the DAs, and the Master Reimbursement Agreement. The purpose of each of these documents is described briefly below:

- **Specific Plan**. The Specific Plan establishes the land use plan and zoning regulations for development within the WRTP. The Specific Plan governs the development of the WRTP and requires completion of this Financing Plan to describe the financing strategy and mechanisms to fund the backbone infrastructure and public facilities needed for the WRTP development.
- **DAs.** Each property owner is entering into a DA with the City that allows the property owner vested rights to develop their property in accordance with the terms and conditions of the Specific Plan. The DAs detail the specific requirements for the property owners to be allowed to develop, including requirements for the construction of certain backbone infrastructure and public facilities.
- **Master Reimbursement Agreement.** The Master Reimbursement Agreement is an agreement between all of the developers and the City that details the procedures and requirements for the developers to receive RTIF Program credits and reimbursements for the dedication of land and construction of backbone infrastructure and public facilities.

Financing Plan Requirements

As stated in the Specific Plan, "the Financing Plan will serve as a framework to guide and support the objectives of the Specific Plan." This Financing Plan provides the estimated costs to construct identified public improvements needed to implement the Specific Plan and describes the proposed funding mechanisms to fund those costs.

The overall costs and funding sources in the Financing Plan have been estimated for the purpose of providing feasible financing strategies and mechanisms to construct the backbone infrastructure and public facilities required for WRTP development. The development, costs, and funding sources in this Financing Plan are based on the best information available at this time and may need to be updated as development progresses.

The Specific Plan includes the following requirements for the Financing Plan:

- Describe the project and sequencing of needed infrastructure.
- Provide a summary of the infrastructure and public facility requirements to serve future development within the Plan Area.
- Include infrastructure cost estimates by land use and by development phase per acre, and the estimated infrastructure cost at build-out of the Plan Area.
- Include summarized costs for infrastructure and public facilities needed to serve the Specific Plan, including costs needed to serve the Plan Area at buildout.
- Review and include existing fees, taxes and assessments which may be applicable to new development in the Specific Plan.
- Present cost estimates for operating and maintaining the required infrastructure and for ongoing municipal services.
- Identify potential funding sources for both the construction of infrastructure and provision of municipal services.
- Present the overall cost burden by land use and by development area on a per acre basis.
- Provide recommended action steps for implementation of the infrastructure financing.

Financing Plan Goals

The elements of the Financing Plan must work together to provide the optimal balance of fees, private, and other financing to not overly burden undeveloped land, while assuring that necessary facilities are constructed when needed. The goals of the Financing Plan are summarized below:

1. Fully fund all facility and infrastructure improvements when the improvements are needed to serve the Project.
2. Use existing fee programs to the extent possible.
3. Identify new fee programs or increases in existing fee programs to the extent required.
4. Make use of "pay-as-you-go" mechanisms, while allowing for timely construction of public improvements.
5. Make appropriate use of private financing, existing fee programs, new fee programs, and credit/reimbursement agreements to fund improvements when needed.

4. Backbone Infrastructure and Public Facilities

This chapter summarizes the WRTP backbone infrastructure and public facilities (public improvements) that are required to serve the WRTP. The backbone infrastructure and public facilities consist of the improvements specifically required to serve the WRTP that are included in the WRTP Capital Improvement Program (CIP) prepared by Cunningham Engineering Corporation, as well as additional City, County, and school district public improvements toward which the WRTP must contribute. **Table 4-1** summarizes public improvements and the WRTP estimated cost obligation for these improvements.

Appendix A contains a summary of the CIP. The additional public improvements not included in the CIP, such as citywide road improvements, schools, and libraries are generally located off-site and funded through existing development impact fee programs.

Backbone Infrastructure

As shown in **Table 4-1**, the WRTP has a backbone infrastructure cost obligation of approximately $156.9 million. The CIP contains an estimated $100.6 million of improvements. The WRTP will have an additional $56.2 million obligation for other Citywide backbone infrastructure. All costs are expressed in 2023 dollars. The following types of backbone infrastructure are included:

- Streets
- Storm Drainage
- Water
- Sewer

Streets

Map 4-1 displays the road circulation plan for the WRTP. The CIP includes an estimated $71.0 million in land acquisition, right of way and utilities, agricultural mitigation and habitat conservation plan (HCP), and construction costs for transportation improvements required to serve the WRTP. An additional $29.7 million in Citywide transportation improvements will be payable through the City Major Projects Financing Plan (MPFP) Fee Program.

Table 4-1
Woodland Research and Technology Park Financing Plan
Estimated Backbone Infrastructure and Public Facilities Costs (2023$)

Item	Total	WRTP CIP	Other Improvements
Backbone Infrastructure			
Streets	$100,727,322	$71,046,000	$29,681,322
Storm Drainage	$20,841,000	$20,841,000	$0
Water	$15,792,537	$5,228,000	$10,564,537
Sewer	$19,547,446	$3,549,000	$15,998,446
Subtotal Backbone Infrastructure	**$156,908,304**	**$100,664,000**	**$56,244,304**
Public Facilities			
Parks and Open Space	$44,413,170	$30,119,000	$14,294,170
Schools	$13,452,711	$0	$13,452,711
Libraries	$967,434	$0	$967,434
Fire	$9,856,258	$0	$9,856,258
Police	$2,720,698	$0	$2,720,698
General Government	$3,329,707	$0	$3,329,707
Public Transit	$471,196	$0	$471,196
Affordable Housing	$7,782,340	$0	$7,782,340
Agricultural Mitigation	$4,499,785	$0	$4,499,785
County Facilities	$6,263,783	$0	$6,263,783
Habitat Conservation Plan	$4,860,368	$0	$4,860,368
Total Public Facilities	**$98,617,450**	**$30,119,000**	**$68,498,450**
Total	**$255,525,754**	**$130,783,000**	**$124,742,754**

Source: Cunningham Engineering; City of Woodland; EPS.

[1] WRTP CIP Streets costs differ from costs on Table A-1 because this table includes a $1.45 million interchange contingency that is not included in the CIP costs shown in Table A-1.

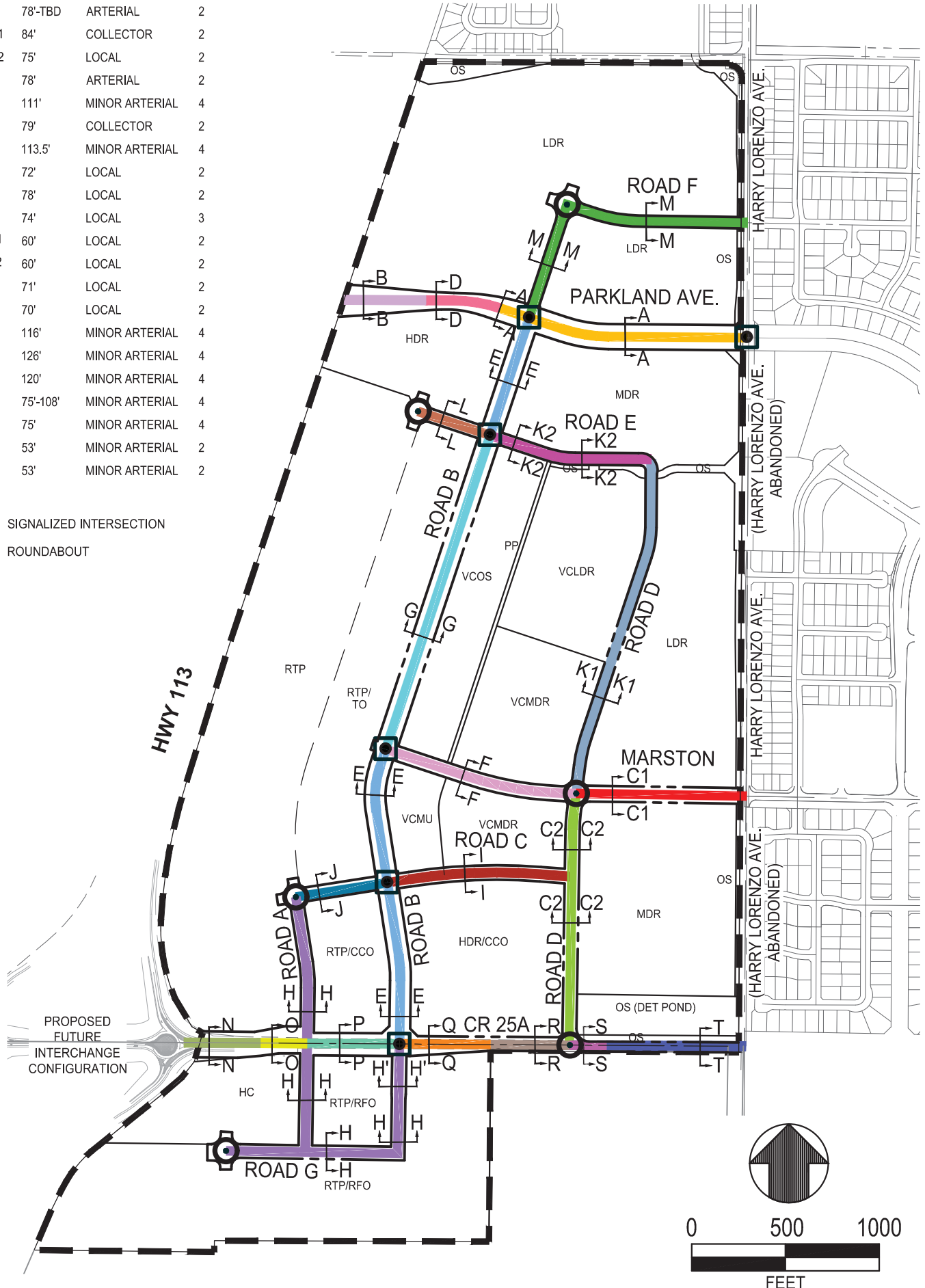
LEGEND

SECTION	RIGHT OF WAY (FT.)	STREET CLASSIFICATION	NO. OF LANES
A-A	134'	ARTERIAL	4
B-B	78'-TBD	ARTERIAL	2
C1-C1	84'	COLLECTOR	2
C2-C2	75'	LOCAL	2
D-D	78'	ARTERIAL	2
E-E	111'	MINOR ARTERIAL	4
F-F	79'	COLLECTOR	2
G-G	113.5'	MINOR ARTERIAL	4
H-H	72'	LOCAL	2
I-I	78'	LOCAL	2
J-J	74'	LOCAL	3
K1-K1	60'	LOCAL	2
K2-K2	60'	LOCAL	2
L-L	71'	LOCAL	2
M-M	70'	LOCAL	2
N-N	116'	MINOR ARTERIAL	4
O-O	126'	MINOR ARTERIAL	4
P-P	120'	MINOR ARTERIAL	4
Q-Q	75'-108'	MINOR ARTERIAL	4
R-R	75'	MINOR ARTERIAL	4
S-S	53'	MINOR ARTERIAL	2
T-T	53'	MINOR ARTERIAL	2

SIGNALIZED INTERSECTION

ROUNDABOUT

Map 4-1. Road Circulation Diagram



The street improvements below are included in the CIP and described in the remainder of this section:

- County Road 25A
- Parkland Avenue
- Parkland Avenue Overcrossing
- Main Internal Roadways
- Road B
- Highway 113 and County Road 25A Interchange

County Road 25A

County Road 25A (CR 25A) will be the primary entryway to the WRTP. The RTIF Program includes construction of the section of CR 25A from Highway 113 on the west to Harry Lorenzo Avenue on the east. There will be a signalized intersection at Road B and CR 25A that will serve as the main entryway to the WRTP.

Parkland Avenue Overcrossing

The parkland avenue overcrossing over Highway 113 will connect the west side of Highway 113 to the future Parkland Avenue in the WRTP. It will provide access from the WRTP to other future City plan areas west of Highway 113.

Parkland Avenue

Parkland Avenue is the principal arterial street within the WRTP. The CIP includes funding for the extension of Parkland Avenue from Harry Lorenzo Avenue on the east side of the WRTP to the future Parkland Avenue Overcrossing on the west side of the WRTP.

Main Internal Roads

The CIP includes construction of the main internal streets. These streets are designed to connect different parts of the WRTP and provide access into and out of the project.

Road B

Road B is a minor arterial street that serves as the main north to south road linking different areas of the WRTP. All intersections on Road B will be signalized and include enhanced pavement, landscaping, and aesthetic features. Road B includes a mobility hub that will serve as a point of arrival or departure for employees and residents traveling to, from, and within the WRTP by different transportation modes.

Harry Lorenzo Avenue – Half Section North

The CIP includes construction of the western half section of Harry Lorenzo Avenue from the northern WRTP boundary at Farmer's Central Road to Parkland Avenue. This improvement has been completed and included grading and erosion control, street work and concrete, and streetlights.

Highway 113 and County Road 25A Interchange (Double Roundabout Option)

Interchange improvements at Highway 113 and CR 25A include ramp improvements and the construction of roundabouts on both the east and west sides of the interchange.

Storm Drainage

Map 4-2 displays the planned storm drainage system plan for the WRTP. The CIP includes a total of $20.8 million in land acquisition, agricultural mitigation and HCP, and construction costs for on-site and off-site storm drainage improvements. On-site improvements consist of a system of collection and conveyance facilities located in and adjacent to collector and arterial streets and in greenbelt corridors. Off-site improvements consist of upgrades to the recently constructed South Regional Pump Station.

The WRTP does not have an obligation for any additional storm drainage improvements outside of those in the CIP.

Water

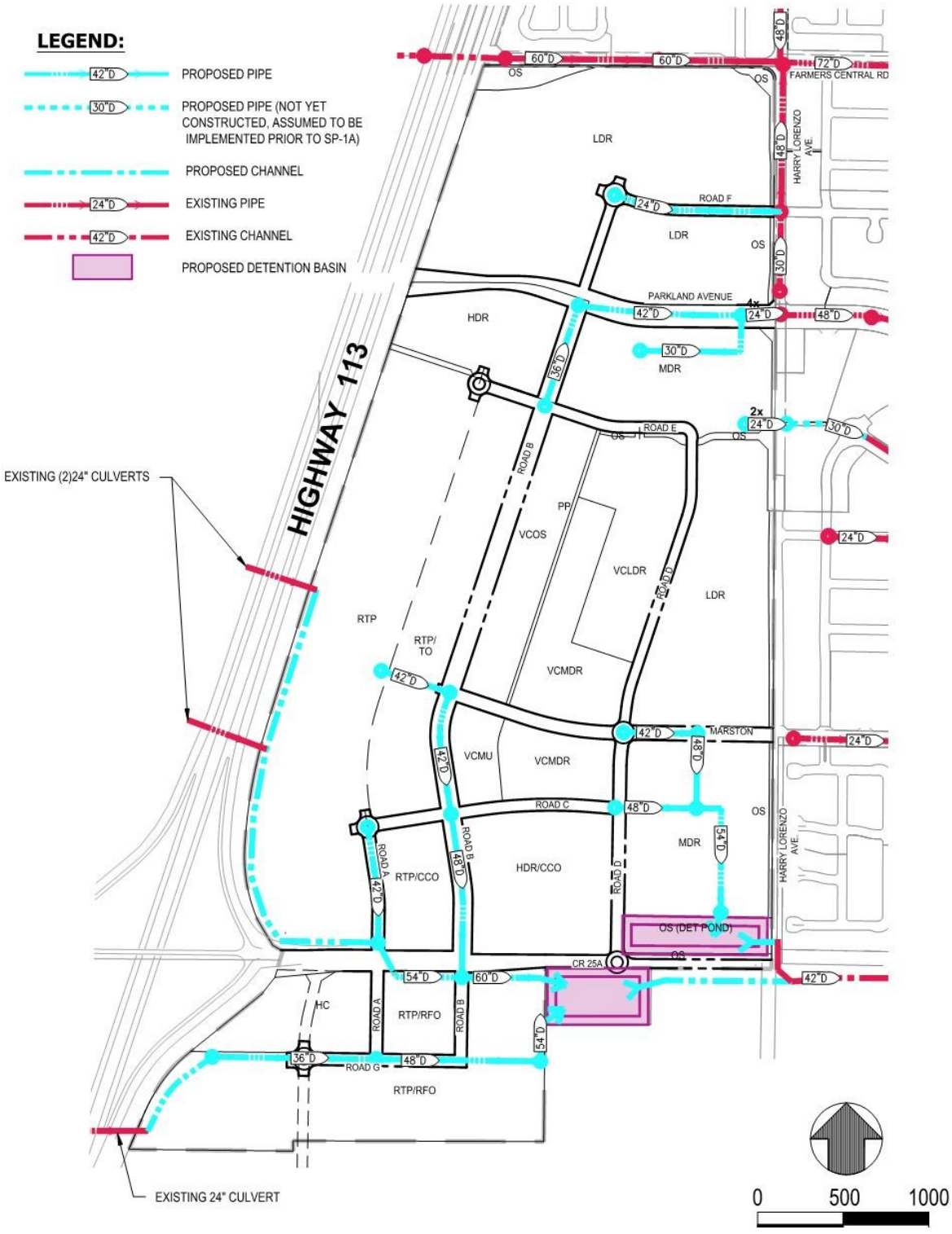
Map 4-3 displays the proposed water distribution system for the WRTP, and **Map 4-4** shows the proposed recycled water distribution system. The CIP includes a total of $5.2 million in construction costs for water improvements, including recycled water improvements. Water facilities consist of the pipelines needed to connect to existing transmission mains and distribute water throughout the WRTP. The water pipelines will be located within the right-of-way of public streets, and the recycled water pipelines will be located within the right-of-way of public streets and greenways.

An additional $10.6 million in Citywide water improvements will be payable through the City MPFP Fee Program.

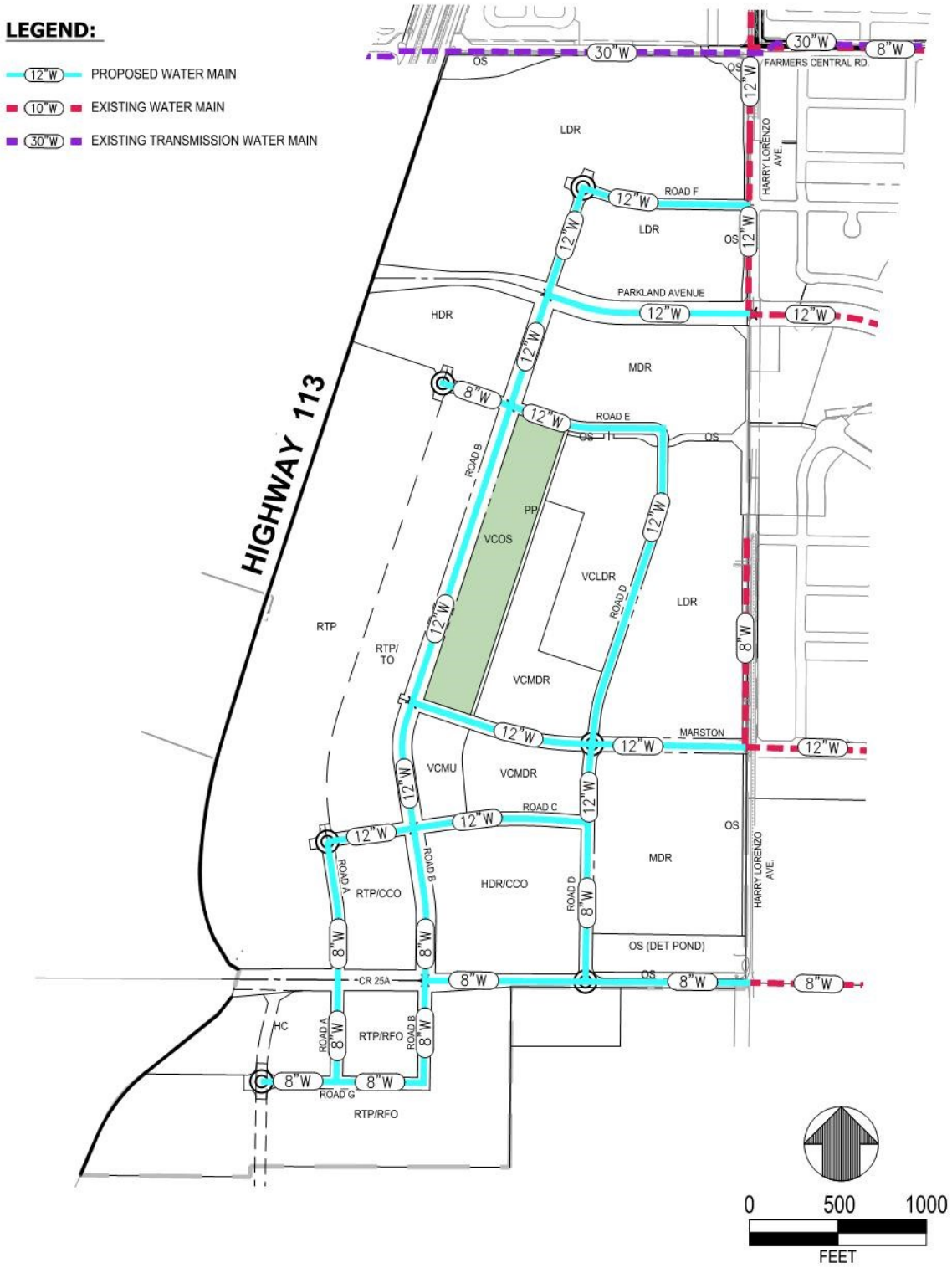
Sewer

Map 4-5 displays the proposed wastewater system for the WRTP. The CIP includes a total of $3.5 million in construction costs for on-site and off-site sewer improvements. On-site improvements consist of a system of collection and conveyance facilities located in and adjacent to internal streets. Off-site improvements include upgrades to the existing SLSP pump station.

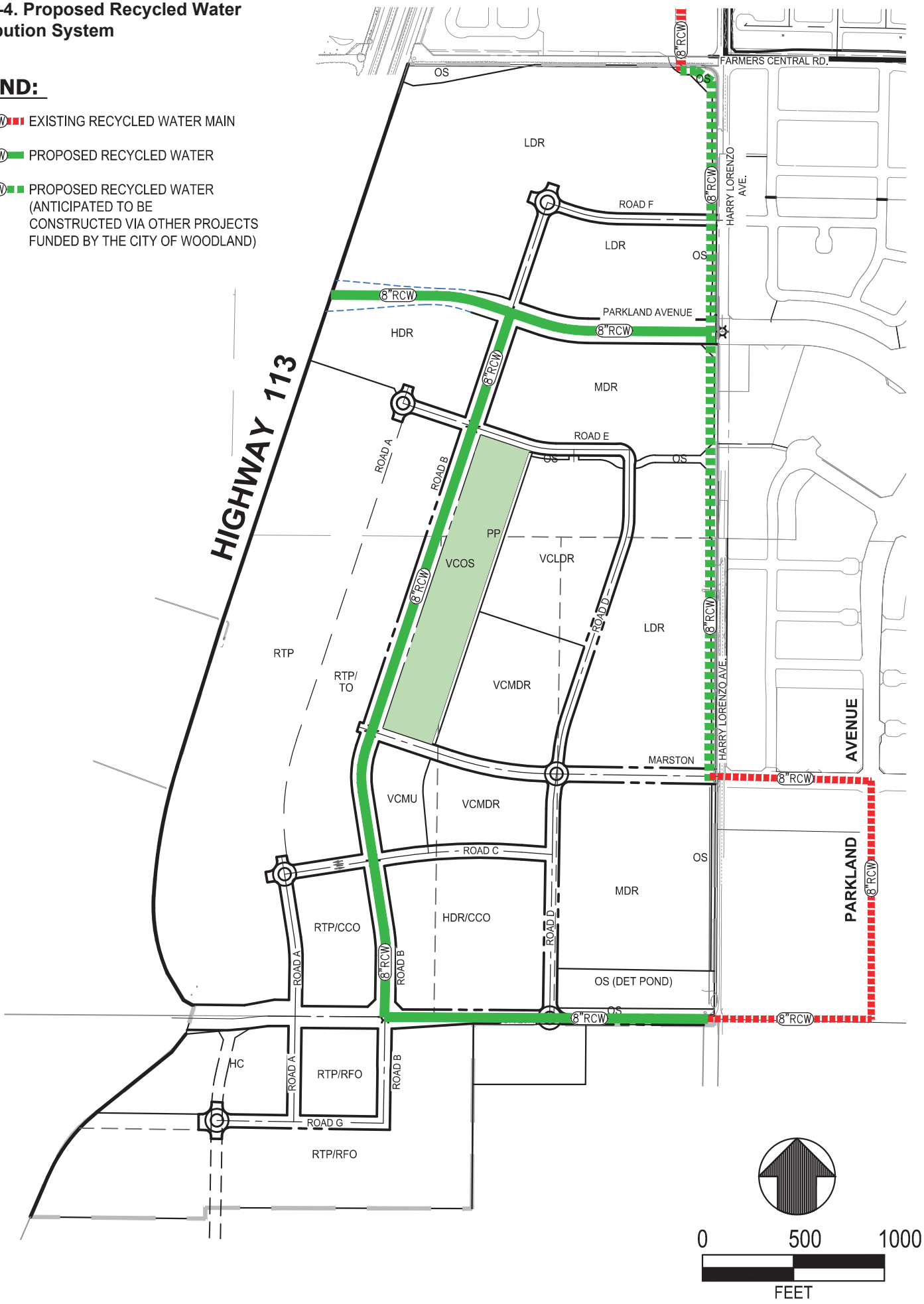
Map 4-2. Proposed Drainage and Stormwater System



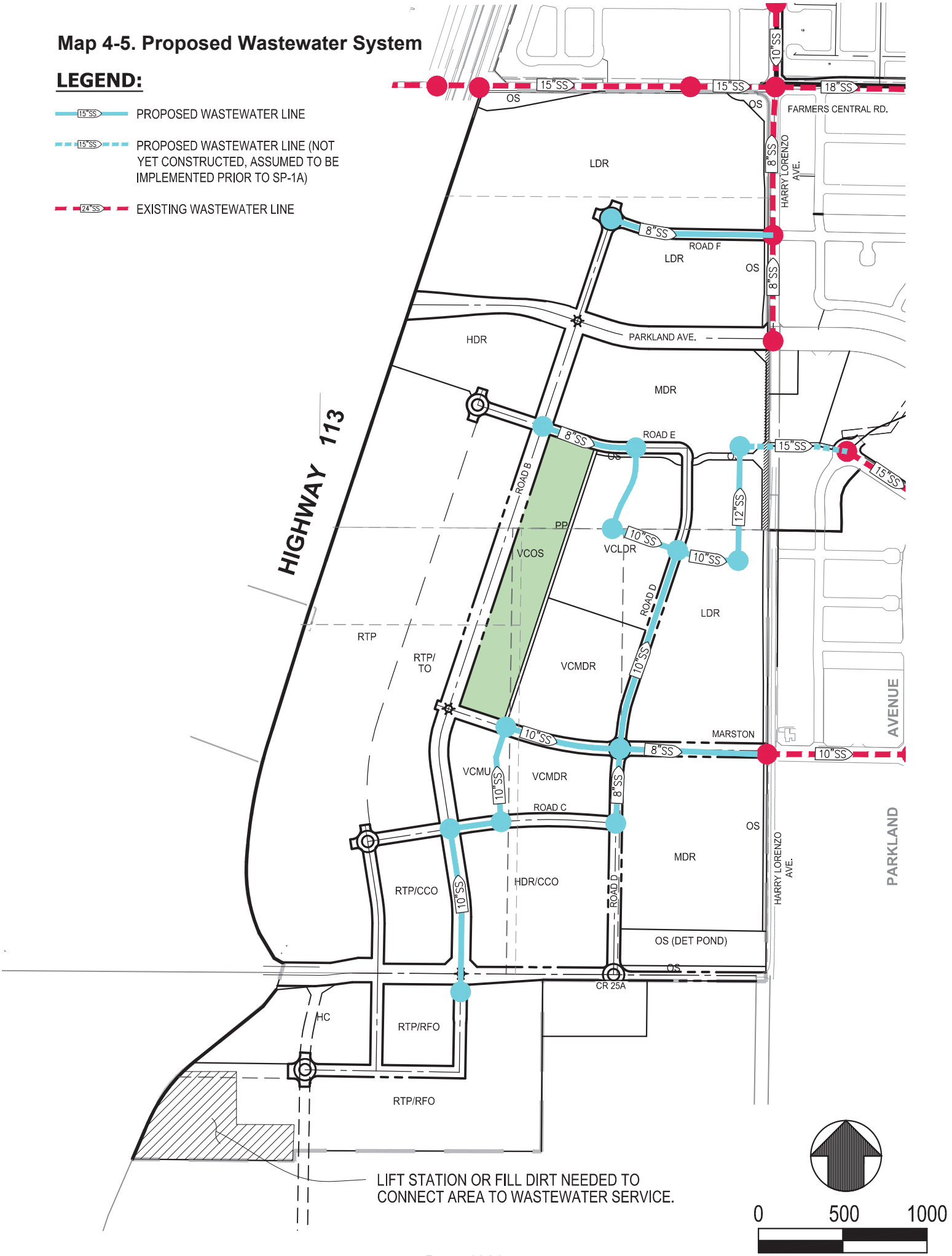
Map 4-3. Proposed Water Distribution System



Map 4-4. Proposed Recycled Water Distribution System



Map 4-5. Proposed Wastewater System



An additional $16.0 million in Citywide sewer improvements will be payable through the City MPFP Fee Program.

Public Facilities

As shown in **Table 4-1**, the WRTP has a public facilities cost obligation of approximately $98.6 million. The WRTP CIP contains an estimated $30.1 million of parks and open space. The WRTP will have an additional $68.5 million obligation for other City, County, and school district improvements. All costs are expressed in 2023 dollars. The following types of public facilities will be required to serve the WRTP:

- Parks and Open Space
- Schools
- Libraries
- Fire
- Police
- General Government
- Public Transit
- Affordable Housing
- Agricultural Mitigation
- County Facilities
- Habitat

Parks and Open Space

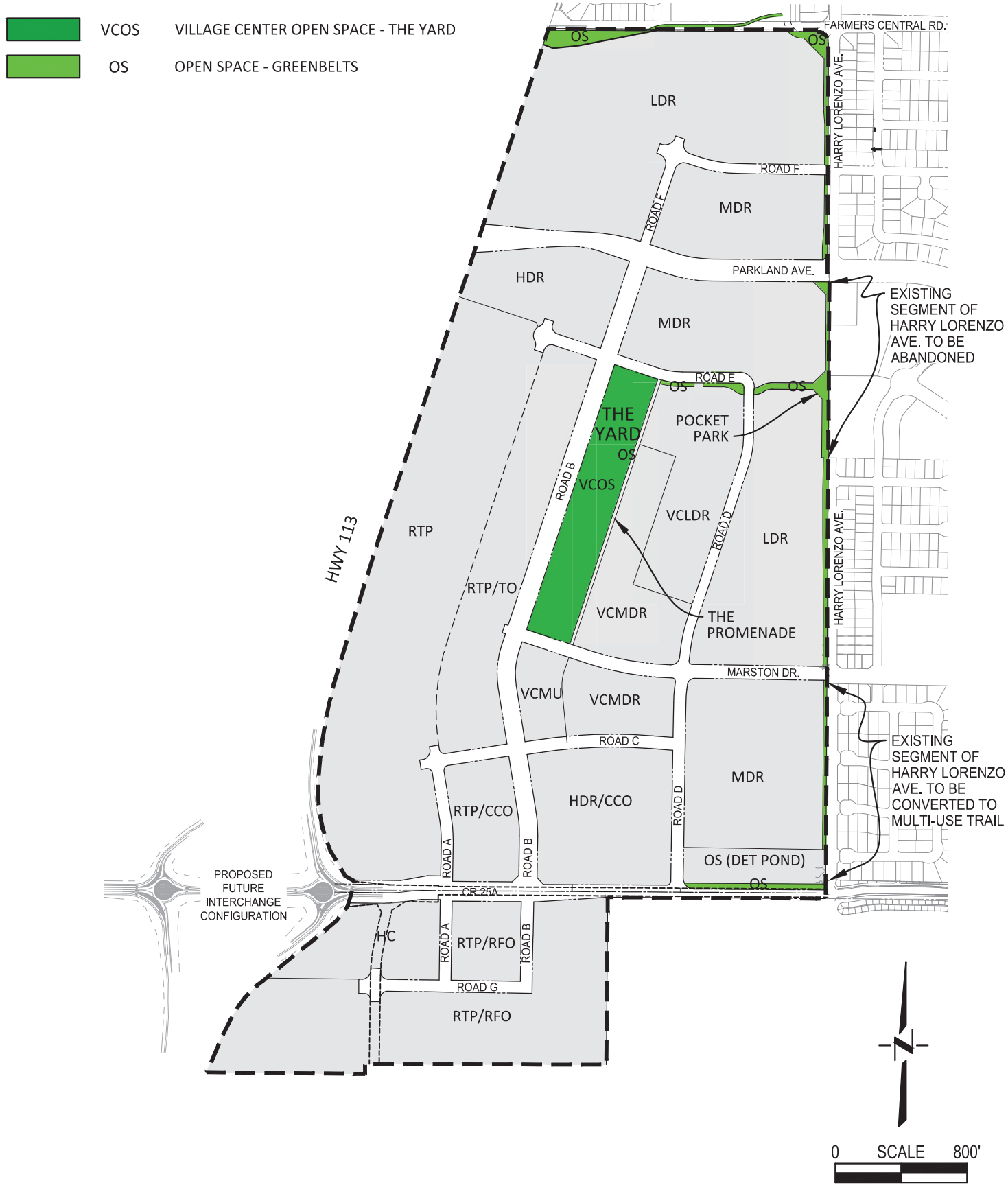
Map 4-6 shows the proposed parks and open space sites in the WRTP. The CIP includes a total of $30.1 million in land acquisition, agricultural mitigation and HCP, and construction costs for parks and open space. The planned parks and open space system includes parks, open space, and green belts throughout the WRTP. The land use plan includes an 11.6-acre neighborhood park to serve the WRTP and 6 acres of open space and greenbelts.

An additional $14.3 million in Citywide parks and recreation improvements will be payable through the City MPFP Fee Program.

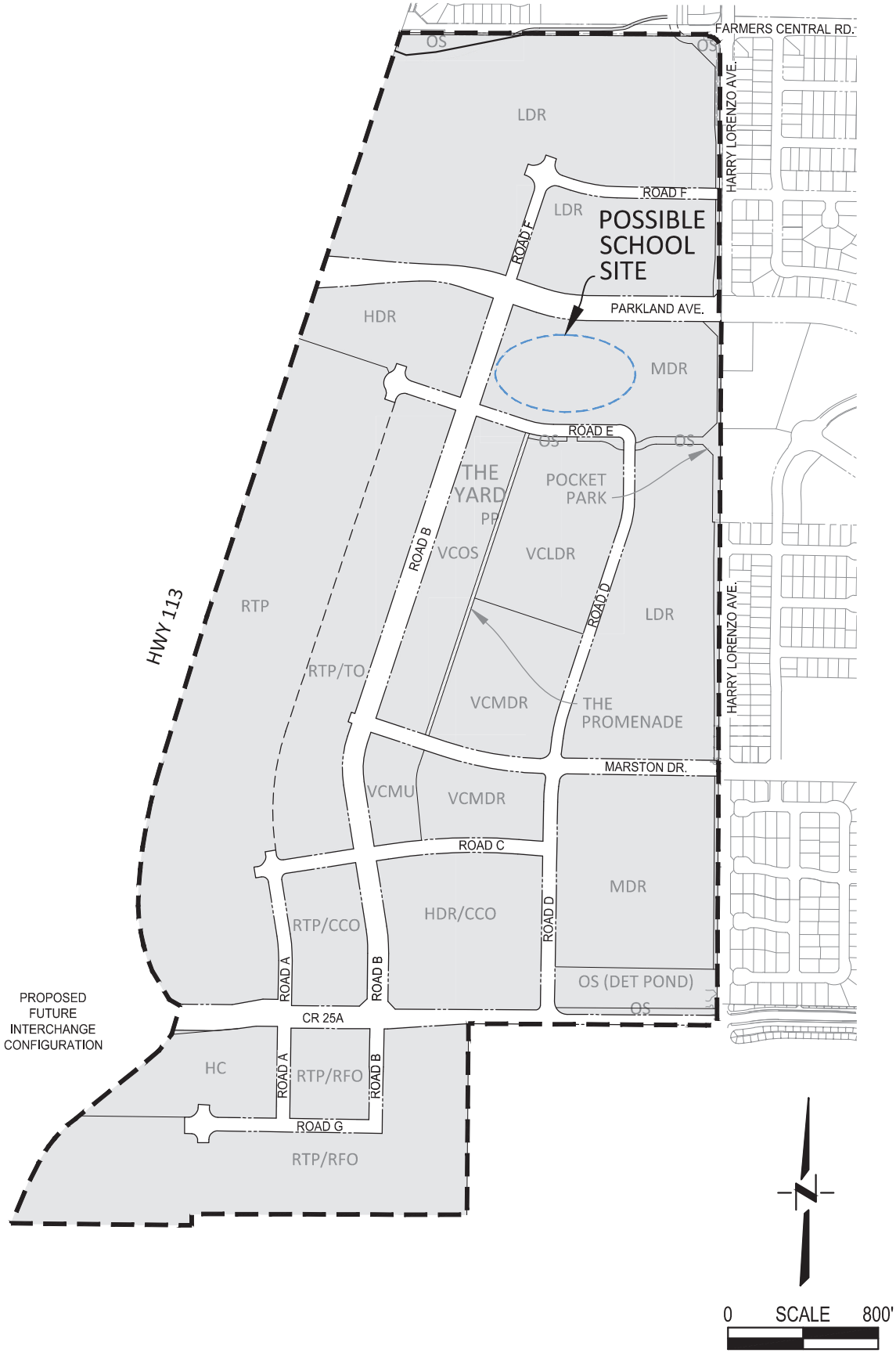
Schools

Map 4-7 shows a possible WRTP school site. It is currently undecided if a school will be constructed in the WRTP. However, land has been zoned and reserved for a 12-acre school campus if the Woodland Joint Unified School District (WJUSD) determines that there is a need for a school in the plan area. Public school students from the WRTP may be served by existing or new schools in neighboring areas of Woodland. The CIP does not contain any school costs, as schools will be constructed by the WJUSD.

Map 4-6. Proposed Parks/Open Space Sites



Map 4-7. Possible School Site



The WRTP is anticipated to contribute an estimated $13.5 million to school construction costs through the payment of WJUSD school development fees.

Libraries

New or expanded library facilities may be needed to serve the residents of the WRTP, but a library is not planned in the WRTP. The residents of the WRTP will be served by the existing public library in the City or by potential new facilities. The CIP does not contain any library costs, as required new library facilities will be constructed by the City. The WRTP will contribute an estimated $1.0 million to library improvement costs through the payment of City MPFP fees.

Fire

Fire facilities will be needed to serve the residents of the WRTP, but a fire station is not planned in the WRTP. The City plans to relocate the existing Fire Station Three from its current location two miles north of the WRTP to a site one-half mile north of the WRTP, so that this station can provide service with the required response times to the WRTP. The CIP does not contain fire facility costs, as required new fire facilities will be constructed by the City. The WRTP will contribute an estimated $9.9 million to fire facilities and equipment costs through the payment of City MPFP fees.

Police

Expanded police facilities and equipment will be needed to provide adequate law enforcement services to the residents of the WRTP, but a police station is not planned in the WRTP. The Woodland Police Department plans to add additional police officers to serve the new City residents, resulting in the need for additional equipment and vehicles. However, the City has determined that its existing police station is sufficiently sized to provide required police service levels through buildout of the WRTP. The CIP does not include police improvement costs, as the City will acquire the required new equipment and vehicles and make any facility improvements. The WRTP will contribute an estimated $2.7 million to police improvement costs through the payment of City MPFP fees.

General Government Facilities

Improvements to general government facilities, such as City Hall and other City buildings may be needed to serve the new residents and employees of the WRTP. The CIP does not include general government facilities costs, as any required improvements will be constructed by the City. The WRTP will contribute an estimated $3.3 million to general government facilities costs through the payment of City MPFP fees.

Public Transit

A public transit system will be needed to serve the new residents and employees of the WRTP. Transit improvement costs for the mobility hub are included with the Streets costs (see prior discussion in Road B section). The City may require additional start-up capital investment for vehicles and operations and maintenance costs. The City has established a Public Transit fee to fund these additional costs. The WRTP will contribute an estimated $471,000 to transit improvements through the payment of the City Public Transit Fee.

Affordable Housing

As stated in the WRTP Affordable Housing Plan, ten percent of all units developed in the WRTP shall be made available to low income residents, as defined in the City's Affordable Housing Ordinance. The developers may pay in-lieu fees established for WRTP market rate residential development to satisfy the affordable housing obligation. In addition, five acres of land shall be dedicated in the plan area for the construction of at least 160 low-income housing units. The WRTP will contribute to the construction of affordable housing through a combination of affordable housing in-lieu fees and land dedication.

Agricultural Mitigation

Development of the WRTP will result in the loss of agricultural land. The City of Woodland and Yolo County have implemented agricultural land conservation policies and mitigation programs to permanently protect agricultural land in Yolo County. The adopted conservation and mitigation programs allow for the recordation of agricultural conservation easements and/or payment of an in-lieu mitigation fee at a ratio of 1 to 3 acres of agricultural land for each acre of development (i.e. loss of prime agricultural land). The WRTP will contribute toward establishing agricultural conversation easements in Yolo County through payment of City and County agricultural land mitigation fees and/or the recordation of easements.

County Facilities

New or expanded County facilities will be needed to provide services to the residents and employees of the WRTP. The County has a County Facilities and Services Authorization development impact fee program to fund the construction of County facilities. The WRTP is estimated to contribute an estimated $6.3 million toward County facilities construction through the payment of the County FSA fees.

Habitat

Development of the WRTP will result in the loss of plant and wildlife habitats. The WRTP is within the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) coverage area, which encompasses the whole of Yolo County. The HCP/NCCP was adopted in 2018 to mitigate the impacts of development on habitats within Yolo County. A fee program is established under the HCP/NCCP to mitigate for the loss of land cover types, covered species habitat, and other biological values on a per acre basis. The WRTP is estimated to contribute $4.9 million in development-based fees to fund mitigation that will offset those losses listed above.

5. Financing Strategy and Funding Sources

Overview

The backbone infrastructure and public facilities required to serve development in the WRTP will be funded using a combination of public and private funding sources. **Table 5-1** summarizes the estimated costs and anticipated funding sources for the WRTP backbone infrastructure and public facilities. The funding sources and amounts are shown separately for improvements included in the WRTP CIP and other improvements funded through existing development impact fee programs. The funding for each of these types of improvements is discussed in the remainder of this chapter.

WRTP CIP Improvements

Developers will construct and privately finance the construction costs for most of the WRTP backbone infrastructure and public facilities included in the WRTP CIP. Specific requirements for developer construction of backbone infrastructure and public facilities will be identified in tentative map conditions and DA requirements. The developers will be required to submit an Infrastructure Phasing Plan to the City with the submission of the first tentative map for the property to be developed. The Infrastructure Phasing Plan will include the required infrastructure that the developer must construct.

For developer constructed improvements that are included in the proposed WRTP Infrastructure Fee Program (RTIF Program) the developer may receive credits or reimbursements from the proposed RTIF Program, subject to the credit and reimbursement requirements in the DA and the Master Reimbursement Agreement.

Some of the CIP improvements are not included in the RTIF Program and either will be constructed and privately funded by developers or will be constructed by the City. The Spring Lake Specific Plan area (SLSP) and future specific plan areas 1B and 1C (SP-1B and SP-1C) will contribute to the funding of some of the street improvements.

Additionally, the financing strategy includes formation of one or more land-secured bond financing districts (e.g., Mello-Roos CFD or Assessment District), which may be used to fund a portion of the total backbone infrastructure and public facilities needed at the outset of development.

Table 5-1
Woodland Research and Technology Park Financing Plan
Estimated Sources and Uses of Funding (2023$)

		WRTP CIP							Existing Fee Programs				
Item	**Total**	RTIF Program	Developer	City	SP-1B/1C	SLSP	Other	**Subtotal**	City MPFP Fees	Other City Fees	WJUSD	County	**Subtotal**
Backbone Infrastructure													
Streets [1]	**$100,727,322**	$48,702,000	$9,377,000	$3,428,000	$6,524,000	$3,015,000	-	**$71,046,000**	$29,681,322	-	-	-	**$29,681,322**
Storm Drainage	**$20,841,000**	$11,338,000	$2,012,000	-	-	-	$7,491,000	**$20,841,000**	-	-	-	-	**-**
Water	**$15,792,537**	$4,343,000	$375,000	$510,000	-	-	-	**$5,228,000**	$10,564,537	-	-	-	**$10,564,537**
Sewer	**$19,547,446**	$1,879,000	$1,131,000	$539,000	-	-	-	**$3,549,000**	$15,998,446	-	-	-	**$15,998,446**
Subtotal Backbone Infrastructure	**$156,908,304**	**$66,262,000**	**$12,895,000**	**$4,477,000**	**$6,524,000**	**$3,015,000**	**$7,491,000**	**$100,664,000**	**$56,244,304**	**-**	**-**	**-**	**$56,244,304**
Public Facilities													
Parks and Open Space	**$44,413,170**	$28,946,000	-	-	-	$1,173,000	-	**$30,119,000**	$14,294,170	-			**$14,294,170**
Schools	**$13,452,711**	-	-	-	-	-	-	**-**	-	-	$13,452,711		**$13,452,711**
Libraries	**$967,434**	-	-	-	-	-	-	**-**	$967,434	-	-	-	**$967,434**
Fire	**$9,856,258**	-	-	-	-	-	-	**-**	$9,856,258	-	-	-	**$9,856,258**
Police	**$2,720,698**	-	-	-	-	-	-	**-**	$2,720,698	-	-	-	**$2,720,698**
General Government	**$3,329,707**	-	-	-	-	-	-	**-**	$3,329,707	-	-	-	**$3,329,707**
Public Transit	**$471,196**	-	-	-	-	-	-	**-**	-	$471,196	-	-	**$471,196**
Affordable Housing	**$7,782,340**	-	-	-	-	-	-	**-**	-	$7,782,340	-	-	**$7,782,340**
Agricultural Mitigation	**$4,499,785**	-	-	-	-	-	-	**-**	-	$4,499,785	-	-	**$4,499,785**
County Facilities	**$6,263,783**	-	-	-	-	-	-	**-**	-	-	-	$6,263,783	**$6,263,783**
Habitat Conservation Plan	**$4,860,368**	-	-	-	-	-	-	**-**	-	-	-	$4,860,368	**$4,860,368**
Total Public Facilities	**$98,617,450**	**$28,946,000**	**-**	**-**	**-**	**$1,173,000**	**-**	**$30,119,000**	**$31,168,267**	**$12,753,321**	**$13,452,711**	**$11,124,150**	**$68,498,450**
Total	**$255,525,754**	**$95,208,000**	**$12,895,000**	**$4,477,000**	**$6,524,000**	**$4,188,000**	**$7,491,000**	**$130,783,000**	**$87,412,572**	**$12,753,321**	**$13,452,711**	**$11,124,150**	**$124,742,754**

Source: Cunningham Engineering; City of Woodland; EPS.

[1] WRTP CIP Streets costs differ from costs on Table A-1 because this table includes a $1.45 million interchange contingency that is not included in the CIP costs shown in Table A-1.

Existing Fee Programs

The WRTP will have an obligation to contribute to construction of other backbone infrastructure and public facilities not included in the CIP. For these public improvements, the developers will pay applicable City, County and WJUSD development impact fees.

Detailed Sources of Funding

The following sections detail the currently available sources identified to fund WRTP Facilities:

- RTIF Program
- Existing City and Other Agency Fee Programs
- Other Funding Sources

As shown in **Table 5-1**, approximately $95.2 million will be funded through the proposed RTIF Program, approximately $124.7 million will be funded by the existing fee programs, and approximately $35.6 million will be funded from other funding sources.

RTIF Program

Detailed further in **Chapter 6**, the proposed RTIF Program will help fund those backbone infrastructure and public facilities costs that are not funded by existing fee programs or other funding sources identified in the sections to follow. Facilities included in the RTIF Program include those facilities with plan-wide benefits (i.e., serve multiple individual subdivisions), the costs of which should be distributed among RTIF land uses and ownership interests.

The RTIF Program will be a City-implemented, plan area-specific development fee program applicable only to new RTIF development. The RTIF Program will fund the following types of improvements:

- Streets
- Storm Drainage
- Water
- Sewer
- Parks and Open Space

The estimated buildout fee revenue generated by the RTIF Program is detailed in **Appendix B**.

Existing City and Other Agency Fee Programs

The WRTP will be subject to all applicable City and other agency development impact fees in place at the time of acceptance of the building permit application. The WRTP will contribute to the construction of City, County, and regional backbone infrastructure and public facilities through payment of existing development impact fees. The existing fee programs in which the WRTP will participate are summarized below and were further detailed in the previous chapter:

- City MPFP Fee Program (Streets, Water, Sewer, Parks, Fire, Police, General Government)
- City Transit Fee Program
- City Affordable Housing Fee Program
- City Agricultural Mitigation Fee Program
- Yolo County Facilities and Services Authorization Fee Program

The estimated WRTP buildout fee revenue generated by these fee programs is summarized in **Table 5-1** and detailed in **Appendix B**.

Other Funding Sources

Other funding sources anticipated to fund a portion of required backbone infrastructure and public facilities are summarized below.

Other Development Projects

Other plan areas will participate in funding facilities for which they have a shared benefit with the WRTP. Specifically, future plan areas SP-1B and SP-1C will have a funding share for construction of the Parkland Avenue overcrossing, and the SLSP will have a funding share for the Highway 113/County Road 25A interchange.

Private Developers

Certain facilities will be the responsibility of individual project developers to fund. The WRTP developers will be responsible for funding a portion of the streets, storm drainage, water, and sewer costs associated with the main internal roads and Road B.

City

The City will contribute to the funding of several projects. Specifically, the City will help fund the Highway 113/County Road 25A interchange with MPFP funding and the existing sewer lift station upgrades with sewer enterprise funding and will fully fund the water system for the parks and open space.

Other

Offsite storm drainage improvements will benefit the WRTP and other areas of the City. The RTIF Program includes some funding for these improvements, but the source of the remaining required funding (approximately $7.5 million) has not been decided. It is anticipated that a portion of the funding will come from citywide development fees.

Land-Secured Financing

This Financing Plan includes the potential use of land-secured financing for a portion of the backbone infrastructure and public facilities costs. Although this Financing Plan identifies sources of funding for all the included backbone infrastructure and public facilities, major facility oversizing and substantial up-front capital outlays may be required for certain projects. Land-secured financing, in the form of either a Mello-Roos CFD or an Assessment District, may be used to provide debt financing for some of these oversized Facilities:

- **Mello-Roos CFD.** The Mello-Roos Community Facilities Act of 1982 enables public agencies to form CFDs and levy a special tax on property owners in those CFDs. These special taxes may be used to pay debt service on CFD bonds or to finance public improvements directly on a pay-as-you-go (PAYGO) basis.
- **Assessment Districts.** California statutes give local governments the authority to levy several special assessments for specific public improvements such as streets, storm drains, sewers, streetlights, curbs, gutters, and sidewalks. The agency creates a special Assessment District that defines both the area to benefit from the improvements and the properties that will pay for the improvements.

A CFD is the most likely form of land-secured financing to be used to mitigate up-front costs of construction or acquisition of backbone infrastructure and public facilities in the Project, and it is anticipated that Project developers may request that the City form a CFD on all or a portion of the Project.

The proceeds from a CFD bond sale can be used for direct funding of improvements, to acquire facilities constructed by the developer, to reimburse developers for advance-funding improvements, or to pay certain development fees. The annual special tax can be used toward bond debt service or to build or reimburse for infrastructure as needed. The proceeds of the Mello-Roos special tax can be used for direct funding of facilities or to service bond debt.

Tables 5-2 and **5-3** show a preliminary estimate of the Mello-Roos CFD bonding capacity of the Project, based on assumptions regarding tax rates, reserve fund requirements, and interest rates. Based on current assumptions, which are estimates for purposes of example in this document, the Project is estimated to have capacity to bond for approximately $86.4 million, of which $71.4 million could be available to fund Project infrastructure costs. Actual tax rates and related bond capacity will be established at the time of formation of the CFD. **Table 5-4** shows an overall estimated value to lien ratio of 20:1 at buildout.

CFD Boundaries and Improvement Areas

The City anticipates one or more property owners may wish to use land-secured financing to help fund a portion of WRTP infrastructure and public facility costs. In anticipation of these requests, this Financing Plan sets forth City preferences regarding future infrastructure CFD formations in the WRTP. A current trend for land-secured infrastructure financing for larger master-planned projects is to include phases of development (or even sub-phases) as Improvement Areas either on a stand-alone basis or within one "project-wide CFD." The City has indicated a preference for one project-wide CFD that could accommodate a number of separate Improvement Areas within that project-wide CFD. The way this structure is anticipated for WRTP is that an initial phase of the Project will be included in the formation of the projectwide CFD, as Improvement Area No. 1, with remaining phases identified in the formation documents and CFD boundary maps as a "future annexation area."

Under the Mello-Roos Act, each Improvement Area is its own geographical area which can be stand-alone or more typically within the framework of a larger, project-wide CFD that will serve as the umbrella CFD for the Project. What this means is that special taxes imposed within each Improvement Area will be the sole source of repayment for debt service for CFD Bonds issued under the authorization for that Improvement Area. Parcels and landowners in other Improvement Areas of the CFD will not be obligated to bond repayment obligations of other Improvement Areas. This CFD bond structure is favored by bond underwriters and investors and is commonly used throughout the state.

Under the proposed structure, Improvement Area No. 1 would be the initial Improvement Area under a projectwide WRTP CFD. Future areas desiring to use land secured financing may elect to annex into the existing Improvement Area No. 1 or may elect to form a new Improvement Area No. 2. The City retains discretion regarding whether to permit annexations into prior Improvement Areas. One important consideration for City policymakers is whether the proposed annexation might lengthen the duration of the special tax levy for the initial property owners within the initial Improvement Area.

Table 5-2
Woodland Research and Technology Park Financing Plan
Estimated Bond Sizing (2023$)

Item	Assumption	Estimated Bond Sizing
Maximum Special Taxes Available for Debt Service		
Estimated Annual Maximum Special Taxes [1]		**$6,337,090**
Less Estimated Administration Costs	4.00%	($254,000)
Less Delinquency Coverage	10.00%	($634,000)
Adjustment for Rounding		$910
Estimated Gross Debt Service (Rounded)		**$5,450,000**
Total Bond Size		
Total Bond Size without Tax Escalation		**$75,019,000**
Adjustment for Rounding		$81,000
Total Bond Size (Rounded)		**$75,100,000**
Increase for Annual Escalation [2]	15%	$11,265,000
Total Bond Size (Rounded)		**$86,365,000**
Estimated Bond Proceeds		
Total Bond Size (Rounded)		**$86,365,000**
Less Capitalized Interest	12 months	($5,182,000)
Less Bond Reserve Fund	1-yr. debt service	($5,450,000)
Less Issuance Cost	5.00%	($4,318,000)
Estimated Bond Proceeds		**$71,415,000**
Assumptions [3]		
Interest Rate	6.00%	
Term	30 years	
Annual Escalation	2%	

Source: City of Woodland; EPS.

[1] See Table 5-3.
[2] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total bond size by approximately 15% to 20%. This estimate uses 15% to be conservative.
[3] Estimated bond sizing based on conservative assumptions. The interest rate will be determined at the time of the bond sale. This analysis is based on an assumed bond term of 30 years.

Table 5-3
Woodland Research and Technology Park Financing Plan
Estimated Bond Proceeds (2023$)

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax Amount	Maximum Special Tax % of Total	Bond Size [1] Amount	Bond Size [1] Per Unit/Acre	Bond Proceeds Amount	Bond Proceeds Per Unit/Acre
Formula	*A*	*B*	*C = A *B*	*D = C / Total Max Tax*	*E= D x total bond*	*F = E / A*	*G = D x bond proceeds*	*H = G / A*
Residential	*units*	*per unit*				*per unit*		*per unit*
Low Density	628	$3,700	$2,323,600	37%	$31,667,171	$50,425	$26,185,504	$41,697
Medium Density	524	$3,200	$1,676,800	26%	$22,852,261	$43,611	$18,896,476	$36,062
High Density	518	$2,000	$1,036,000	16%	$14,119,121	$27,257	$11,675,065	$22,539
Subtotal Residential Land Uses	**1,670**		**$5,036,400**	**79%**	**$68,638,553**		**$56,757,046**	
Nonresidential		*per acre*						*per acre*
Village Center/Community Commercial	16.43	$10,000	$164,260	3%	$2,238,617	$136,285	$1,851,106	$112,694
Business Park	113.64	$10,000	$1,136,430	18%	$15,487,831	$136,285	$12,806,848	$112,694
Subtotal Nonresidential	**130.07**		**$1,300,690**	**21%**	**$17,726,447**		**$14,657,954**	$112,694
Total [2]			**$6,337,090**	**100.00%**	**$86,365,000**		**$71,415,000**	

Source: City of Woodland; EPS.

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.
[2] See Table 5-2 for total bond size and total bond proceeds.

Table 5-4
Woodland Research and Technology Park Financing Plan
Project Buildout Value-to-Lien Ratio (2023$)

Item	Residential			Commercial		
	Low Density	Medium Density	High Density	Village Center/ Com. Commercial	Business Park	**Total**
Estimated Project Buildout Value						
Dwelling Units / Building Square Feet	628	524	518	310,948	1,980,115	
Sales Price per Unit/Square Foot	$675,000	$550,000	$375,000	$350	$350	
Total Project Buildout Value	**$423,900,000**	**$288,200,000**	**$194,250,000**	**$108,831,800**	**$693,040,250**	**$1,708,222,050**
Estimated Bond Size						**$86,365,000**
Estimated Buildout Value-to-Lien Ratio						**20:1**

Source: City of Woodland; EPS.

Finally, although this Financing Plan includes placeholder special tax estimates for nonresidential land uses, for purposes of stimulating economic development and encouraging nonresidential development in the Project, the City may wish to exclude nonresidential development from the CFD or not have nonresidential development annex into the CFD. This Financing Plan is identifying this City preference and does not preclude inclusion or exclusion of nonresidential property from the proposed infrastructure CFD.

Phasing and the Financing Strategy

Phasing of public facility construction is an important component of the overall financing strategy. The ability to sequence public facilities will depend on the type of facility and the pace of new development. When possible, construction of public facilities will be sequenced over time as needed to serve new development. The sequencing of public facility costs will help ensure that adequate monies are available from the various financing sources to fund the public facility improvements.

Completion of backbone infrastructure and other public facilities will be phased to serve logical increments of development, based on the demand for such facilities as the WRTP builds out. The timing and amount of development in each increment will depend on many factors, such as market demand. In the normal course of the development approval process, the City will condition the WRTP's tentative maps with backbone infrastructure and other public facility requirements.

The Financing Plan is designed to be flexible enough to accommodate faster or slower growth of WRTP development in response to the market for housing and nonresidential development.

The developers of the WRTP will be responsible for advance funding and constructing all of the backbone infrastructure and public facilities needed to serve the WRTP, unless the City and WRTP proponents agree otherwise to City construction of specific improvements. Subject to the City's fee credit and reimbursement policies and the terms of the Master Reimbursement Agreement entered into by the City and all landowners/developers, some or all of this private funding will be reimbursed to the landowners/developers over time as the City is able to issue public debt through the CFD, issue credits due for landowner/developer proportionate share of fees and collect fees from other developers that will provide reimbursements. The timeframe for reimbursement is unknown and could be a considerable period of time depending on market conditions and the actual absorption of the development projects. There is no guarantee the initial developers will be fully reimbursed for the costs to oversize facilities for later development projects.

6. Woodland Research and Technology Park Plan-Area Fee Program

This Financing Plan proposes adoption of a new plan area development impact fee program, the Woodland Research and Technology Park Infrastructure Fee Program (RTIF Program), that will fund the backbone infrastructure and public facilities needed to serve the WRTP. The proposed RTIF Program is designed to fund construction of backbone infrastructure and public facilities necessary to accommodate new residents and employees generated by WRTP development after taking into consideration a variety of other funding sources for the improvements. The costs to be funded through the RTIF Program were detailed in **Chapter 4**.

The Draft WRTP Nexus Study was prepared to establish the RTIF Program and the legally required nexus findings for the City to implement the RTIF Program and to set the initial development impact fees (RTIF or fees). The Nexus Study also details key components of the implementation and administration of the proposed RTIF Program. The RTIF Program may be updated periodically to reflect changes in land uses, facilities requirements, improvement costs, and other fee program information over time.

The key features of the RTIF program are summarized in this chapter.

RTIF Program Overview

The RTIF Program will be a City-implemented plan-area-specific development impact fee program applicable only to WRTP land uses. It will be used as a mechanism to fund backbone infrastructure and public facilities needed to serve the projected new residents and employees that are not funded by other sources. The RTIF Program will contain the following fee components:

- Streets
- Parks
- Storm Drainage
- Water
- Sewer
- Administration

Table 6-1 summarizes the proposed RTIF by residential and commercial land use for each of the fee components. For each land use, the administration component fee is calculated as four percent of the sum of all other fees and will fund administration of the RTIF Program. All RTIF components will be charged and collected per residential dwelling unit or commercial acre and are consistent with the requirements of California Assembly Bill (AB) 1600 legislation, as codified by the Mitigation Fee Act (California Government Code sections 66000 et. seq.).

While the commercial fee categories (Village Commercial/Community Commercial and Business Park) are the same for all RTIF components, there are different residential fee categories for different fee components to address provisions of California Assembly Bill 602 (AB 602), enacted in 2021. AB 602 modified the Mitigation Fee Act and stipulates that a jurisdiction must calculate residential fees proportionately to the square footage of the dwelling units, with the exception of water and sewer fees and any other fees for which specific findings can be made as to why the fees should not be enacted on a square foot basis.

In response to the provisions of AB 602, some of the RTIF components must have fees that differ by dwelling unit size while other components do not need to have different fees for different unit sizes. The proposed residential fee land uses for all fee components are summarized below:

Streets and Parks Residential Fee Components

- Single Family <1,000 sq. ft.
- Single Family 1,000 – 1,999 sq. ft.
- Single Family 2,000 – 2,999 sq. ft.
- Single Family >2,999 sq. ft.
- Multifamily <1,000 sq. ft.
- Multifamily ≥1,000 sq. ft.

Storm Drainage, Water, and Sewer Residential Fee Components

- Low Density
- Medium Density
- High Density

The proposed fees are based on the best land use information, backbone infrastructure and public facilities costs estimates, funding source information, and administrative cost estimates available at this time. The land uses, cost estimates, and funding sources are detailed in prior chapters of this report and are also included in the Nexus Study.

Table 6-1
Woodland Research and Technology Park Financing Plan
RTIF Program Fee Summary (2023$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
Percentage							*4.00%*	
Residential by Land Use				*per unit*				
Low Density (LDR)	-	-	$6,952	$2,907	$1,176	**$11,036**	$441	**$11,477**
Medium Density (MDR)	-	-	$4,742	$2,475	$910	**$8,127**	$325	**$8,452**
High Density (HDR)	-	-	$3,085	$1,759	$819	**$5,663**	$227	**$5,890**
Residential by Square Foot Range								
Single Family (LDR and MDR)				*per unit*				
< 1,000 sq. ft.	$12,800	$8,199	-	-	-	**$20,999**	$840	**$21,839**
1,000 to 1,999 sq. ft.	$20,696	$14,450	-	-	-	**$35,146**	$1,406	**$36,552**
2,000 to 2,999 sq. ft	$29,904	$22,380	-	-	-	**$52,284**	$2,091	**$54,375**
> 2,999 sq. ft.	$36,547	$27,555	-	-	-	**$64,102**	$2,564	**$66,666**
Multifamily (HDR)								
< 1,000 sq. ft.	$12,256	$14,450	-	-	-	**$26,705**	$1,068	**$27,773**
≥1000 sq. ft.	$13,606	$16,533	-	-	-	**$30,139**	$1,206	**$31,345**
Residential for Average Unit Size				*per unit*				
Low Density (2,300 sq. ft.)	$29,904	$22,380	$6,952	$2,907	$1,176	**$63,321**	$2,533	**$65,854**
Medium Density (1,850 sq. ft.)	$20,696	$14,450	$4,742	$2,475	$910	**$43,273**	$1,731	**$45,004**
High Density (990 sq. ft.)	$12,256	$14,450	$3,085	$1,759	$819	**$32,368**	$1,295	**$33,663**
Commercial [1]				*per acre*				
Village Center/Community Commercial	$189,072	N/A	$22,213	$2,580	$2,596	**$216,461**	$8,658	**$225,119**
Business Park	$86,378	N/A	$22,213	$2,346	$1,731	**$112,667**	$4,507	**$117,174**
Commercial [1]				*per bldg. sq. ft.*				
Village Center/Community Commercial	$9.99	N/A	$1.17	$0.14	$0.14	**$11.43**	$0.46	**$11.89**
Business Park	$4.96	N/A	$1.27	$0.13	$0.10	**$6.47**	$0.26	**$6.73**

Source: City of Woodland; EPS

[1] Commercial fees will be charged per acre. The amount per bldg. sq. ft. is shown for comparitive purposes.

RTIF Program Implementation and Administration

Implementation

The proposed RTIF Program is anticipated to be approved by the City through an ordinance establishing and authorizing collection of the fee and a resolution setting the amount of the fees. The RTIF Program will be independent and separate from all other City, County, other agency, or regional development impact fees that will be applicable to WRTP development.

Note that as part of the tentative map process, the developers will be required to submit proposed development plans. If there has been a change to the proposed land uses or number of dwelling units that results in less RTIF revenue generation than anticipated under the original land uses, then the developer will be required to make a shortfall payment to cover the difference at the time that a final map is filed.

Administration

The City will administer the RTIF Program. The RTIF Program includes a four-percent planning and administration component to fund RTIF Program administration. Administration of the RTIF Program includes, but is not limited to, the following major tasks:

- Tracking all RTIF Program payments and assignment of fee credits and reimbursements for improvements constructed privately by developers.
- Tracking the progress of construction contracts for RTIF Program improvements.
- Performing annual fee adjustments to account for the inflation of infrastructure and public facilities costs.
- Conducting periodic reviews of development projections, facilities requirements, improvement costs, funding sources, and cost allocation methodologies and making necessary adjustments to the RTIF Program.
- Preparing the required annual and five-year reports on the status of the RTIF Program.

The RTIF Program implementation and administration are further detailed in the Nexus Study.

7. Feasibility of the Financing Plan

This chapter quantifies and evaluates the total estimated infrastructure cost burden and total effective annual tax rate anticipated for new WRTP development and makes observations regarding the financial feasibility of the Financing Plan. The financial feasibility is addressed by reviewing a total infrastructure burden analysis, as well as bond issuance guidelines, to ensure the Finance Plan will meet the required financial tests.

Description of Static Feasibility Analyses

This analysis includes the following static methods for evaluating the financial feasibility of the WRTP:

- Total Backbone Infrastructure and Public Facilities Cost Burden.
- Total Taxes and Assessments as a Percentage of Sales Price.

Each of these methods is based on a static financial feasibility evaluation. To be considered financially feasible, the Project should meet each of the static feasibility tests.

It is important to note that these feasibility metrics, described in detail below, should be considered initial diagnostics, offering a general indicator of whether or not a project is likely to meet financial feasibility criteria or whether measures should be taken to improve viability, either through a reduction in cost burdens, identification of other funding sources, or other approaches. None of the indicators, by themselves, should be considered absolute determinations regarding Project feasibility.

Total Backbone Infrastructure and Public Facilities Cost Burden

It is common for developers of major development projects to advance-fund and carry infrastructure costs for some timeframe. The impact of the land developer's cost burden depends on several factors, including the timeframe for the reimbursements and the extent to which full reimbursement is received, either through public funding programs or through adjustments in land sales prices.

The purpose of the total backbone infrastructure and public facilities cost burden feasibility test is to assess the financial feasibility of the WRTP, given all current and proposed fees and the additional burden of WRTP-specific infrastructure costs. This feasibility test assesses the total fee burden on residential dwelling units associated with the proposed backbone infrastructure and public facilities.

The total backbone infrastructure and public facilities cost burden feasibility test provides a performance indicator of a project's feasibility. For each residential land use, the total cost burden per dwelling unit and nonresidential building square foot is expressed as a percent of the finished sales price. Project feasibility is evaluated based on the following general guidelines or benchmarks:

- Burdens below 15 percent generally are considered financially feasible.
- Burdens between 15 and 20 percent may be feasible depending on the specific circumstances of the project.
- Burdens above 20 percent suggest a project may not be financially feasible unless other components of the project pro forma are particularly advantageous to the developer, thus allowing the project to bear unusually high backbone infrastructure and public facilities costs.[1]

These static feasibility benchmarks are based on EPS's experience conducting financial feasibility analyses for numerous projects throughout the Sacramento Region and Central Valley over the last 3 decades. This feasibility diagnostic is merely a tool that can be used—along with other tools—as a general measure of financial feasibility. This measure should not automatically be interpreted to mean that if one land use type exceeds the threshold, the project definitely is infeasible. In certain circumstances, there are ways in which a development project can mitigate against a high cost burden. In addition, the backbone infrastructure and public facilities costs will be fine-tuned and possibly reduced as engineering studies are completed closer to actual construction.

[1] Such other components may include extraordinarily low land basis (e.g., land has been in the family for a long time, land acquired during severe real estate market downturn, etc.), development phasing (e.g., fast early absorption ahead of a major infrastructure cost such as a new water treatment plant), or low or no environmental mitigation requirements (e.g., through avoidance or on-site preservation).

As summarized in **Table 7-1** (and further detailed in **Appendix B**), the total backbone infrastructure and public facilities cost burden accounts for between approximately 19.2 percent and 19.8 percent of the estimated sales price of residential units in the WRTP. Cost burdens of this magnitude are at the upper end of the diagnostic range indicating that the Project may be financially feasible if home sales values do not taper or if infrastructure costs don't continue to escalate rapidly. Other factors such as the magnitude of advance funding requirements within each development phase, anticipated reimbursement timeframes, and development absorption would also factor into the feasibility of individual development phases. Although fee burdens for new development in Woodland plan areas typically are close to 20 percent, the City generally experiences strong building permit activity except under the most difficult economic circumstances.

The infrastructure cost burden could change for several reasons, including a re-allocation of costs among land uses and cost reductions resulting from fine-tuning the estimates as engineering studies are completed and the WRTP development becomes closer to implementation. The cost burden estimates will continue to be examined and may be refined as the WRTP development is implemented.

Total Taxes and Assessments as a Percentage of Sales Price

The Total Taxes and Assessments as a Percentage of Sales Price feasibility test often is referred to as a "two-percent test." This test provides another measure of the financial feasibility of a project that is used by land developers, builders, and municipal governments to evaluate development projects. The Total Taxes and Assessments as a Percentage of Sales Price test provides a general rule for the feasibility of proposed annual special taxes and assessments. In general, if the sum of property taxes, other ad valorem taxes, and all annual special taxes and assessments is less than 2 percent of the average finished home sales price, then the burden of annual taxes and assessments is considered financially feasible. In the Sacramento Region, jurisdictions and developers typically target total taxes and assessments at levels no greater than approximately 1.6 percent to 1.8 percent of the finished home sales price.

Table 7-2 shows the estimated taxes and assessments as a percentage of home sales prices for three different proposed Project land uses. The total annual amount includes the following taxes and assessments:

- Property taxes
- Other general ad valorem taxes (e.g., school/other General Obligation bonds)
- Services CFD taxes
- Infrastructure CFD taxes (proposed in this Finance Plan)

Table 7-1
Woodland Research and Technology Park Financing Plan
Summary of Infrastructure Burden per Unit or Building Square Foot (2023$)

Item	Fee per Unit			Fee per Building Square Foot	
	Low Density	Medium Density	High Density	Village Center/ Com. Commercial	Business Park
Sales Price per Dwelling Unit/Sq. Ft.	$675,000	$550,000	$375,000	$350	$350
City Building Permit Processing Fees	**$3,861**	**$3,608**	**$1,274**	**$1.44**	**$1.83**
City Development Impact Fees					
General City	$1,005	$1,005	$755	$0.67	$0.79
Fire	$3,406	$3,406	$2,042	$1.99	$2.15
Library	$628	$628	$471	$0.00	$0.00
Police	$823	$823	$616	$0.55	$0.65
Wastewater	$7,524	$7,524	$5,642	$3.07	$1.74
Parks & Recreation	$9,279	$9,279	$6,959	$0.00	$0.00
Roads	$9,915	$9,915	$4,063	$12.31	$6.23
Water	$6,174	$6,174	$977	$0.42	$0.46
Administration	$291	$291	$154	$0.14	$0.09
Affordable Housing - Proposed	$6,900	$4,625	$1,980	$0.00	$0.00
Agricultural Mitigation	$2,500	$1,250	$625	$0.79	$0.86
Public Transit Fee (due at final map)	$311	$311	$218	$0.00	$0.00
Total Citywide Development Impact Fees	**$48,756**	**$45,231**	**$24,502**	**$19.94**	**$12.97**
Other Agency Fees					
County Facilities and Services Authorization (FSA)	$3,118	$3,118	$2,312	$0.50	$0.67
School District Fees	$9,384	$7,548	$4,039	$0.66	$0.66
Yolo County HCP Fee	$2,700	$1,350	$675	$0.86	$0.93
Total Other Agency Fees	**$15,202**	**$12,016**	**$7,026**	**$2.02**	**$2.26**
RTIF - Proposed	**$65,854**	**$45,004**	**$33,663**	**$11.89**	**$6.73**
Total Fees	**$133,673**	**$105,859**	**$66,465**	**$35.30**	**$23.78**
Percentage of Sales Price	**19.8%**	**19.2%**	**17.7%**	**10.1%**	**6.8%**

Source: City of Woodland; Yolo County; WJUSD; EPS

Table 7-2
Woodland Research and Technology Park Financing Plan
Test of 2% Sales Price - Residential Market-Rate Units (2023$)

Item	Pct.	Residential			Commercial	
		LDR	MDR	HDR	Village Center/ Com. Commercial	Business Park
Assumptions		*price per unit*			*price per bldg. sq. ft.*	
Sales Price		$675,000	$550,000	$375,000	$350	$350
FAR					0.43	0.40
Maintenance CFD Category (assumes SLSP rates)		Avg of R-5 and R-8	R-15	R-25	Non-Res.	Non-Res.
Property Taxes		*per unit*			*per bldg. sq. ft.*	
General Property Tax [2]	1.0000%	$6,750	$5,500	$3,750	$3.50	$3.50
WJUSD	0.0190%	$128	$105	$71	$0.07	$0.07
Yuba CCD 2006	0.0240%	$162	$132	$90	$0.08	$0.08
Yuba CCD 2016	0.0081%	$55	$45	$31	$0.03	$0.03
Total Ad Valorem Taxes Range	**1.0512%**	**$7,095**	**$5,781**	**$3,942**	**$3.68**	**$3.68**
Estimated Special Annual Taxes/Assessments						
Maintenance CFD [1]		$1,122	$669	$599	$0.20	$0.20
Sports Park Maintenance CFD [2]		$218	$180	$180	$0.03	$0.04
Total Estimated Special Annual Taxes/Assessments		**$1,340**	**$850**	**$779**	**$0.23**	**$0.24**
Estimated WRTP Infrastructure CFD [3]		**$3,700**	**$3,200**	**$2,000**	**$0.53**	**$0.57**
Total Annual Taxes and Assessments		**$12,135**	**$9,831**	**$6,721**	**$4.44**	**$4.49**
Taxes & Assessments as % of Sales Price		**1.80%**	**1.79%**	**1.79%**	**1.27%**	**1.28%**

Source: City of Woodland; EPS.

[1] Maintenance CFD residential rates set equal to SLSP rates; nonresidential rates estimated by EPS. Per the City, the following SLSP rates are assumed for the WRTP land use categories:
LDR: average of SLSP R-5 and R-8 rates
MDR: SLSP R-15 rate
HDR: SLSP R-25 rate
[2] Sports Park maintenance CFD rates set equal to SLSP rates. Assumed Spring Lake categories are the same as those shown above in footnote [1].
[3] Residential rates set so that taxes and assessments=1.80% of sales price. Nonresidential rates set at $10,000 per acre.

It is proposed that development in the WRTP participate in two services CFDs to pay for required services and ongoing maintenance of public improvements. One of the two districts would be a general maintenance CFD to provide funding for services, operations, and maintenance specifically required for WRTP development. In addition, the WRTP will be required to participate in the Citywide Sports Park maintenance CFD. When combined with the potential implementation of infrastructure special taxes that range from $2,000 to $3,700 per unit, the WRTP total special taxes and assessments would equal approximately 1.80% of the home sales prices.

8. Financing Plan Implementation

This Financing Plan establishes a detailed and specific financing strategy for the WRTP. This chapter identifies the key administration and implementation actions and policies that will be required to carry out the financing strategy.

Implementation of the Financing Plan, along with EIR mitigation measures, DA provisions, and Master Reimbursement Agreement provisions will ensure that the public improvements needed to serve the WRTP are constructed consistent with the Specific Plan requirements. The City will implement the Financing Plan, which will include the following near-term and ongoing actions related specifically to the WRTP:

- Approval of the Specific Plan.
- Approval of the DAs and the Master Reimbursement Agreement between the developers and the City.
- Adoption of the Nexus Study and establishment of the RTIF Program.
- Coordinating closely with all appropriate City departments and other service providers to implement the Financing Plan.
- Working with State and Federal agencies to secure State and Federal funding, where available and applicable.
- Coordinating the infrastructure construction program and funding sources with the developers.
- Periodically reviewing and updating the CIP.
- Monitoring identified revenue sources.
- Estimating fee program cash flows.
- Forming CFD(s) or other financing districts and administering subsequent bond sales and tax collection.
- Accounting for RTIF payments, credits, and reimbursements.
- Updating and adjusting the RTIF Program as new infrastructure cost, land use, and revenue information become available.

Updates

It is anticipated that as the Financing Plan is implemented, there may be changes to anticipated development, public facilities costs, and funding sources. Changes should be evaluated in the context of the overall financing strategy framework, ensuring that required funding is available when needed. The costs and funding sources for the Project may need to be adjusted periodically to reflect changes in the Specific Plan.

Such changes over time may be updated or reflected in the documents and City actions taken to implement various financing mechanisms identified in this document rather than revisiting or updating the Financing Plan itself. The City has the discretion to determine whether the Financing Plan itself should be updated or whether applicable updates should be made to the implementing documents themselves.

APPENDICES:

Appendix A: Summary of WRTP Capital Improvement Program

Appendix B: Development Impact Fee Analysis

Appendix C: Infrastructure Cost Burden Comparison

APPENDIX A:

Summary of WRTP Capital Improvement Program

Table A-1 Backbone Infrastructure Cost Estimates (2 pages) A-1

Table A-1
Woodland Research and Technology Park Financing Plan
Backbone Infrastructure Cost Estimates (2023$)

Item	Assumption	Total Estimated Costs: Streets [1]	Storm Drainage	Water	Sewer	Parks and Open Space	Planning and Admin.	Total	RTIF: Streets [1]	Storm Drainage	Water	Sewer	Parks and Open Space	Planning and Admin.	Total
County Road 25A (Hwy 113 to Harry Lorenzo and Parkland to Miekle)															
Construction		$4,173,000	$249,000	$374,000	$0	$0	$0	**$4,796,000**	$4,173,000	$249,000	$374,000	$0	$0	$0	**$4,796,000**
Contingency	10%	$418,000	$25,000	$37,000	$0	$0	$0	**$480,000**	$418,000	$25,000	$37,000	$0	$0	$0	**$480,000**
Soft Cost	15%	$626,000	$37,000	$56,000	$0	$0	$0	**$719,000**	$626,000	$37,000	$56,000	$0	$0	$0	**$719,000**
Subtotal County Road 25A		**$5,217,000**	**$311,000**	**$467,000**	**$0**	**$0**	**$0**	$5,995,000	**$5,217,000**	**$311,000**	**$467,000**	**$0**	**$0**	**$0**	$5,995,000
Parkland Avenue															
Construction		$5,451,000	$652,000	$369,000	$0	$0	$0	**$6,472,000**	$5,451,000	$652,000	$369,000	$0	$0	$0	**$6,472,000**
Contingency	10%	$545,000	$65,000	$37,000	$0	$0	$0	**$647,000**	$545,000	$65,000	$37,000	$0	$0	$0	**$647,000**
Soft Cost	15%	$818,000	$98,000	$55,000	$0	$0	$0	**$971,000**	$818,000	$98,000	$55,000	$0	$0	$0	**$971,000**
Subtotal Parkland Avenue		**$6,814,000**	**$815,000**	**$461,000**	**$0**	**$0**	**$0**	$8,090,000	**$6,814,000**	**$815,000**	**$461,000**	**$0**	**$0**	**$0**	$8,090,000
Main Internal Roadways															
Construction		$12,008,000	$3,723,000	$1,914,000	$1,579,000	$0	$0	**$19,224,000**	$5,246,000	$2,113,000	$1,614,000	$1,041,000	$0	$0	**$10,014,000**
Contingency	10%	$1,201,000	$372,000	$191,000	$158,000	$0	$0	**$1,922,000**	$525,000	$211,000	$161,000	$104,000	$0	$0	**$1,001,000**
Soft Cost	15%	$1,801,000	$558,000	$287,000	$237,000	$0	$0	**$2,883,000**	$787,000	$317,000	$242,000	$156,000	$0	$0	**$1,502,000**
Subtotal Main Internal Roadways		**$15,010,000**	**$4,653,000**	**$2,392,000**	**$1,974,000**	**$0**	**$0**	$24,029,000	**$6,558,000**	**$2,641,000**	**$2,017,000**	**$1,301,000**	**$0**	**$0**	$12,517,000
Road B															
Mobility Hub (includes 25% contingency)		$862,000	$0	$0	$0	$0	$0	**$862,000**	$862,000	$0	$0	$0	$0	$0	**$862,000**
Other Construction		$10,048,000	$839,000	$1,118,000	$467,000	$0	$0	**$12,472,000**	$10,048,000	$839,000	$1,118,000	$101,000	$0	$0	**$12,106,000**
Contingency (on Other Construction)	10%	$1,005,000	$84,000	$112,000	$47,000	$0	$0	**$1,248,000**	$1,005,000	$84,000	$112,000	$10,000	$0	$0	**$1,211,000**
Soft Cost	15%	$1,637,000	$126,000	$168,000	$70,000	$0	$0	**$2,001,000**	$1,637,000	$126,000	$168,000	$15,000	$0	$0	**$1,946,000**
Subtotal Road B		**$13,552,000**	**$1,049,000**	**$1,398,000**	**$584,000**	**$0**	**$0**	$16,583,000	**$13,552,000**	**$1,049,000**	**$1,398,000**	**$126,000**	**$0**	**$0**	$16,125,000
Harry Lorenzo - Half Section North [2]		**$387,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$387,000	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0
Hwy 113/CR 25A Interchange															
Right of Way and Utilities (no soft costs/cont.)		$250,000	$0	$0	$0	$0	$0	**$250,000**	$132,000	$0	$0	$0	$0	$0	**$132,000**
Construction (incl. 20% contingency)		$10,307,000	$0	$0	$0	$0	$0	**$10,307,000**	$5,463,000	$0	$0	$0	$0	$0	**$5,463,000**
Construction Management	15%	$1,546,000	$0	$0	$0	$0	$0	**$1,546,000**	$819,000	$0	$0	$0	$0	$0	**$819,000**
Soft Cost	15.56%	$1,604,000	$0	$0	$0	$0	$0	**$1,604,000**	$850,000	$0	$0	$0	$0	$0	**$850,000**
Subtotal SR 113/CR 25A Interchange		**$13,707,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$13,707,000	**$7,264,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$7,264,000
Parkland Avenue Overcrossing															
Construction		$7,863,000	$0	$0	$0	$0	$0	**$7,863,000**	$3,590,000	$0	$0	$0	$0	$0	**$3,590,000**
Construction Management	25%	$1,966,000	$0	$0	$0	$0	$0	**$1,966,000**	$898,000	$0	$0	$0	$0	$0	**$898,000**
Soft Cost	15%	$1,180,000	$0	$0	$0	$0	$0	**$1,180,000**	$539,000	$0	$0	$0	$0	$0	**$539,000**
Subtotal Parkland Avenue Overcrossing		**$11,009,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$11,009,000	**$5,027,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$5,027,000
Sewer Lift Station Upgrades															
Construction		$0	$0	$0	$734,000	$0	$0	**$734,000**	$0	$0	$0	$335,000	$0	$0	**$335,000**
Offsite Contingency	20%	$0	$0	$0	$147,000	$0	$0	**$147,000**	$0	$0	$0	$67,000	$0	$0	**$67,000**
Soft Cost	15%	$0	$0	$0	$110,000	$0	$0	**$110,000**	$0	$0	$0	$50,000	$0	$0	**$50,000**
Subtotal Sewer Lift Station Upgrades		**$0**	**$0**	**$0**	**$991,000**	**$0**	**$0**	$991,000	**$0**	**$0**	**$0**	**$452,000**	**$0**	**$0**	$452,000
Greenbelts, Parks, and Ponds															
Construction		$0	$3,632,000	$408,000	$0	$22,249,000	$0	**$26,289,000**	$0	$3,632,000	$0	$0	$21,310,000	$0	**$24,942,000**
Contingency	10%	$0	$363,000	$41,000	$0	$2,225,000	$0	**$2,629,000**	$0	$363,000	$0	$0	$2,131,000	$0	**$2,494,000**
Soft Cost	15%	$0	$545,000	$61,000	$0	$3,337,000	$0	**$3,943,000**	$0	$545,000	$0	$0	$3,197,000	$0	**$3,742,000**
Subtotal Greenbelts, Parks, and Ponds		**$0**	**$4,540,000**	**$510,000**	**$0**	**$27,811,000**	**$0**	$32,861,000	**$0**	**$4,540,000**	**$0**	**$0**	**$26,638,000**	**$0**	$31,178,000
Off-Site Storm Drainage		**$0**	**$8,650,000**	**$0**	**$0**	**$0**		$8,650,000	**$0**	**$1,159,000**	**$0**	**$0**	**$0**		$1,159,000
Land Allocations		**$2,908,000**	**$648,000**	**$0**	**$0**	**$2,035,000**	**$0**	$5,591,000	$1,828,000	$648,000	$0	$0	$2,035,000	$0	**$4,511,000**
Ag Mitigation and HCP Cost		**$992,000**	**$175,000**	**$0**	**$0**	**$273,000**	**$0**	$1,440,000	**$992,000**	**$175,000**	**$0**	**$0**	**$273,000**	**$0**	$1,440,000
Subtotal Costs		**$69,596,000**	**$20,841,000**	**$5,228,000**	**$3,549,000**	**$30,119,000**	**$0**	$129,333,000	**$47,252,000**	**$11,338,000**	**$4,343,000**	**$1,879,000**	**$28,946,000**	**$0**	$93,758,000
Planning and Administration [3]	0%	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0
Total Costs		**$69,596,000**	**$20,841,000**	**$5,228,000**	**$3,549,000**	**$30,119,000**	**$0**	$129,333,000	**$47,252,000**	**$11,338,000**	**$4,343,000**	**$1,879,000**	**$28,946,000**	**$0**	$93,758,000

Source: Cunningham Engineering

[1] Includes Grading & Erosion Control, Street Work & Concrete, Dry Utilities, Streetlights, Mobility Hub, and ROW acquisition.
[2] Improvements completed.
[3] Planning and Administration costs from CIP are excluded because they are accounted for in the RTIF Program Administration fee component.

Table A-1
Woodland Research and Technology Park Financing Plan
Backbone Infrastructure Cost Estimates (2023$)

Item	Assumption	Developer					City				SP-1B/1C	SLSP			Other
		Streets [1]	Storm Drainage	Water	Sewer	Total	Streets [1]	Water	Sewer	Total	Streets [1]	Streets [1]	Parks and Open Space	Total	Storm Drainage
County Road 25A (Hwy 113 to Harry Lorenzo and Parkland to Miekle)															
Construction		$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Subtotal County Road 25A		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Parkland Avenue															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Parkland Avenue		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Main Internal Roadways															
Construction		$6,762,000	$1,610,000	$300,000	$538,000	**$9,210,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$676,000	$161,000	$30,000	$54,000	**$921,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$1,014,000	$241,000	$45,000	$81,000	**$1,381,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Main Internal Roadways		**$8,452,000**	**$2,012,000**	**$375,000**	**$673,000**	**$11,512,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Road B															
Mobility Hub (includes 25% contingency)		$0	$0	$0	$0	**$0**									
Other Construction		$0	$0	$0	$366,000	**$366,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency (on Other Construction)	10%	$0	$0	$0	$37,000	**$37,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$55,000	**$55,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Road B		**$0**	**$0**	**$0**	**$458,000**	**$458,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Harry Lorenzo - Half Section North [2]		**$387,000**	**$0**	**$0**	**$0**	**$387,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Hwy 113/CR 25A Interchange															
Right of Way and Utilities (no soft costs/cont.)		$0	$0	$0	$0	**$0**	$63,000	$0	$0	**$63,000**	**$0**	$55,000		**$55,000**	$0
Construction (incl. 20% contingency)		$0	$0	$0	$0	**$0**	$2,577,000	$0	$0	**$2,577,000**	$0	$2,267,000		**$2,267,000**	$0
Construction Management	15%	$0	$0	$0	$0	**$0**	$387,000	$0	$0	**$387,000**	$0	$340,000		**$340,000**	$0
Soft Cost	15.56%	$0	$0	$0	$0	**$0**	$401,000	$0	$0	**$401,000**	$0	$353,000		**$353,000**	$0
Subtotal SR 113/CR 25A Interchange		**$0**	**$0**	**$0**	**$0**	**$0**	**$3,428,000**	**$0**	**$0**	**$3,428,000**	**$0**	**$3,015,000**		**$3,015,000**	**$0**
Parkland Avenue Overcrossing															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$4,273,000	$0		**$0**	$0
Construction Management	25%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$1,068,000	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$641,000	$0		**$0**	$0
Subtotal Parkland Avenue Overcrossing		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,982,000**	**$0**		**$0**	**$0**
Sewer Lift Station Upgrades															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$399,000	**$399,000**	$0	$0		**$0**	$0
Offsite Contingency	20%	$0	$0	$0	$0	**$0**	$0	$0	$60,000	**$60,000**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$80,000	**$80,000**	$0	$0		**$0**	$0
Subtotal Sewer Lift Station Upgrades		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$539,000**	**$539,000**	**$0**	**$0**		**$0**	**$0**
Greenbelts, Parks, and Ponds															
Construction		$0	$0	$0	$0	**$0**	$0	$408,000	$0	**$408,000**	$0	$0	$939,000	**$939,000**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0	$41,000	$0	**$41,000**	$0	$0	$94,000	**$94,000**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$61,000	$0	**$61,000**	$0	$0	$140,000	**$140,000**	$0
Subtotal Greenbelts, Parks, and Ponds		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$510,000**	**$0**	**$510,000**	**$0**	**$0**	**$1,173,000**	**$1,173,000**	**$0**
Off-Site Storm Drainage		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$7,491,000**
Land Allocations		$538,000	$0	$0	$0	**$538,000**	**$0**	**$0**	**$0**	**$0**	**$542,000**	**$0**		**$0**	**$0**
Ag Mitigation and HCP Cost		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Subtotal Costs		**$9,377,000**	**$2,012,000**	**$375,000**	**$1,131,000**	**$12,895,000**	**$3,428,000**	**$510,000**	**$539,000**	**$4,477,000**	**$6,524,000**	**$3,015,000**	**$1,173,000**	**$4,188,000**	**$7,491,000**
Planning and Administration [3]	0%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Costs		**$9,377,000**	**$2,012,000**	**$375,000**	**$1,131,000**	**$12,895,000**	**$3,428,000**	**$510,000**	**$539,000**	**$4,477,000**	**$6,524,000**	**$3,015,000**	**$1,173,000**	**$4,188,000**	**$7,491,000**

Source: Cunningham Engineering

[1] Includes Grading & Erosion Control, Street Work & Concrete, Dry Utilities, Streetlights, Mobility Hub, and ROW acquisition.
[2] Improvements completed.
[3] Planning and Administration costs from CIP are excluded because they are accounted for in the RTIF Program Administration fee component.

APPENDIX B:

Development Impact Fee Analysis

Table B-1	Single-Family Development Fees	B-1
Table B-2	Multifamily Development Fees	B-2
Table B-3	Nonresidential Development Fees (2 pages)	B-3
Table B-4	Estimated WRTP Fee Revenue for Backbone Infrastructure and Public Facilities	B-5

Table B-1
Woodland Research and Technology Park Financing Plan
Single Family Development Fees (2023$)

Development Impact Fees	Description/Formula	Fee per Unit: Low Density	Fee per Unit: Medium Density
Assumptions			
Building Valuation Group		R-3	R-3
Construction Type		VB	VB
Valuation per sq. ft. (VB construction type Feb. 2023)		$167.37	$167.37
Garage Valuation per sq. ft. (VB construction type Feb. 2023)		$66.48	$66.48
Square Feet		2,300	1,850
Garage Square Feet		450	400
Units per Acre		6	12
Building Valuation per Unit		$384,951	$309,635
Garage Valuation per Unit		$29,916	$26,592
Total Unit Valuation		**$414,867**	**$336,227**
City Building Permit Processing Fees (effective July 1, 2022)		*Fee per Unit*	
Building Inspection and Plan Review Fee [1]		$1,641	$1,402
Green Building Plan Review		$276	$276
Permit Processing Charge/Application		$8	$8
Seismic/Strong Motion	$0.00013 of total valuation	$54	$44
California Building Standards Commission Fee	$1.00 per $25,000 value	$17	$14
Electrical Permit Processing		$58	$58
Electrical Inspection	10% of building fee; $200 min.	$200	$200
Plumbing Permit Processing		$58	$58
Pluming Inspection	20% of building fee; $400 min.	$400	$400
Mechanical Permit Processing		$58	$58
Mechanical Inspection	10% of building fee; $200 min.	$200	$200
Solar Plan Review and Inspection		$280	$280
Energy Compliance Inspections		$55	$55
Fire Sprinklers Plan Check and Review		$556	$556
Total Processing Fees		**$3,861**	**$3,608**
City Development Impact Fees (effective Jan. 1, 2023)			
General City		$1,005	$1,005
Fire		$3,406	$3,406
Library		$628	$628
Police		$823	$823
Wastewater		$7,524	$7,524
Parks & Recreation		$9,279	$9,279
Roads		$9,915	$9,915
Water		$6,174	$6,174
Administration		$291	$291
Affordable Housing - Proposed	Fee per sq. ft.: LDR: $3; MDR: $2.50	$6,900	$4,625
Agricultural Mitigation [2]	$15,000 per acre	$2,500	$1,250
Public Transit Fee (due at final map)		$311	$311
Total City Development Impact Fees		**$48,756**	**$45,231**
Other Agency Fees			
County Facilities and Services Authorization (effective 9/13/16)		$3,118	$3,118
School District Fees [3]	$4.08 per sq. ft.	$9,384	$7,548
Yolo County HCP Fee (effective 3/27/23)	$16,202 per acre	$2,700	$1,350
Total Other Agency Fees		**$15,202**	**$12,016**
RTIF - Proposed		**$65,854**	**$45,004**
Total Fees per Unit		**$133,673**	**$105,859**

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First 1,000 sq. ft.; $946
1,000-2,000 sq. ft.: $53.60 for each 100 sq. ft. or fraction thereof
2,000-3,000 sq. ft.: $53.10 for each 100 sq. ft. or fraction thereof
[2] Estimated amount. Different requirements for different development and mitigation land.
[3] Fee for all areas of Woodland except Spring Lake. Spring Lake rate is $6.13 per sq. ft.

Table B-2
Woodland Research and Technology Park Financing Plan
Multifamily Development Fees (2023$)

Development Impact Fees	Description/Formula		Multifamily (High Density) Per Permit	Multifamily (High Density) Per Unit
Assumptions				
Building Valuation Group			R-2	
Valuation per sq. ft. (VA construction type)			$117.40	
Square Feet per Unit			990	
Units per Acre			24	
Acres per Permit			1	
Building Valuation per Unit			**$116,226**	
Total Building Valuation per Permit			**$2,789,424**	
City Building Permit Processing Fees				
Building Inspection/Building Permit Fee [1]			$15,491	$645
Plan Review	65%	of bldg. insp. fee	$10,069	$420
Permit Processing Charge/Application	$58	per permit	$58	$2
Energy Plan Review	5%	of plan review	$503	$21
Disability Plan Review	5%	of plan review	$503	$21
Seismic/Strong Motion	$0.00028	of valuation	$781	$33
California Building Standards Commission Fee	$1.00	per $25,000 value	$112	$5
Electrical Permit Processing	$58	per permit	$58	$2
Electrical Inspection	$0.012	per sq. ft.	$285	$12
Plumbing Permit Processing	$58	per permit	$58	$2
Pluming Inspection	$0.02	per sq. ft.	$475	$20
Mechanical Permit Processing	$58	per permit	$58	$2
Mechanical Inspection	$0.012	per sq. ft.	$285	$12
Solar Plan Review and Inspection	$600	per permit	$600	$25
Energy Compliance Inspections	$9	per unit	$216	$9
Fire Sprinklers Plan Check and Review [2]	$1,017	per permit	$1,017	$42
Total Processing Fees			**$30,570**	**$1,274**
City Development Impact Fees (effective Jan. 1, 2023)				
General City				$755
Fire				$2,042
Library				$471
Police				$616
Wastewater				$5,642
Parks & Recreation				$6,959
Roads				$4,063
Administration				$154
Water (including 0.75% administration)				$977
Affordable Housing - Proposed	$2.00	per sq. ft.		$1,980
Agricultural Mitigation [3]	$15,000	per acre		$625
Public Transit Fee (due at final map) [4]				$218
Total Citywide Development Impact Fees				**$24,502**
Other Agency Fees				
County Facilities and Services Authorization (effective 9/13/16)				$2,312
School District Fees [5]	$4.08	per sq. ft.		$4,039
Yolo County HCP Fee (effective 3/27/23)	$16,202	per acre		$675
Total Other Agency Fees				**$7,026**
RTIF - Proposed				**$33,663**
Total Fees				**$66,465**

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50. Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 + $0.05 per bldg. sq. ft. for first 10,000 square feet + $0.02 per bldg. sq. ft. for remaining square feet.
[3] Estimated amount. Different requirements for different development and mitigation land.
[4] 70% of single family fee.
[5] Fee for all areas of Woodland except Spring Lake. Spring Lake rate is $6.13 per sq. ft.

Table B-3
Woodland Research and Technology Park Financing Plan
Nonresidential Development Fees (2023$)

Item	Description/Formula		Fee per Permit: Village Center/ Com. Commercial	Fee per Permit: Business Park
Assumptions				
Building Valuation Group			M	B
Construction Type			IIIA	IIIA
Valuation per sq. ft. (ICC February 2023)			$164.83	$213.00
Acres			5.00	5.00
FAR			0.43	0.40
Square Feet			94,651	87,120
Total Project Valuation			$15,601,351	$18,556,554
Water Meters			2	2
Water Meter Size			2"	2"
City Building Permit Processing Fees (effective July 1, 2022)				
Building Inspection/Building Permit Fee	[1]		$72,431	$85,571
Plan Review	65%	of bldg. insp. fee	$47,080	$55,621
Permit Processing Charge/Application	$58	per permit	$58	$58
Energy Plan Review	5%	of plan review	$2,354	$2,781
Disability Plan Review	5%	of plan review	$2,354	$2,781
Seismic/Strong Motion	$0.00028	of valuation	$4,368	$5,196
California Building Standards Commission	$1.00	per $25,000 value	$625	$743
Electrical Permit Processing	$58	per permit	$58	$58
Electrical Inspection	$0.012	per sq. ft.	$1,136	$1,045
Plumbing Permit Processing	$58	per permit	$59	$58
Pluming Inspection	$0.02	per sq. ft.	$1,893	$1,742
Mechanical Permit Processing	$58	per permit	$59	$58
Mechanical Inspection	$0.012	per sq. ft.	$1,136	$1,045
Solar Plan Review and Inspection	$600	per permit	$600	$600
Energy Compliance Inspections	$108	per permit	$108	$108
Fire Sprinklers Plan Check and Review	[2]	per sq. ft.	$2,435	$2,284
Total Processing Fees			**$136,753**	**$159,750**
City Development Impact Fees (effective Jan. 1, 2023)				
Land Use				
General City		per 1,000 sq. ft.		
Fire		per 1,000 sq. ft.		
Library		per 1,000 sq. ft.		
Police		per 1,000 sq. ft.		
Wastewater		per 1,000 sq. ft.		
Parks & Recreation		per 1,000 sq. ft.		
Roads		per 1,000 sq. ft.		
Administration		per 1,000 sq. ft.		
Water (including 0.75% administration)	$19,757	per 2" meter	$39,810	$39,810
Agricultural Mitigation [3]	$15,000	per acre		
Total Citywide Development Impact Fees				
Other Agency Fees				
County Facilities and Services Authorization (eff. 9/13/16)		per 1,000 sq. ft.		
School District Fees	$0.66	per sq. ft.		
Yolo County HCP Fee (effective 3/27/23)	$16,202	per acre		
Total Other Agency Fees				
RTIF - Proposed				
Total Fees				

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50.
Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 plus $0.05 for the first 10,000 sq. ft. plus $0.02 for each additional sq. ft. thereafter.
[3] Estimated amount. Different requirements for different development and mitigation land.

Table B-3
Woodland Research and Technology Park Financing Plan
Nonresidential Development Fees (2023$)

Item	Description/Formula		Fee per Bldg. Sq. Ft. Village Center/ Com. Commercial	Fee per Bldg. Sq. Ft. Business Park
Assumptions				
Building Valuation Group			M	B
Construction Type			IIIA	IIIA
Valuation per sq. ft. (ICC February 2023)			$164.83	$213.00
Acres			5.00	5.00
FAR			0.43	0.40
Square Feet			94,651	87,120
Total Project Valuation			$15,601,351	$18,556,554
Water Meters			2	2
Water Meter Size			2"	2"
City Building Permit Processing Fees (effective July 1, 2022)				
Building Inspection/Building Permit Fee	[1]		$0.77	$0.98
Plan Review	65%	of bldg. insp. fee	$0.50	$0.64
Permit Processing Charge/Application	$58	per permit	$0.00	$0.00
Energy Plan Review	5%	of plan review	$0.02	$0.03
Disability Plan Review	5%	of plan review	$0.02	$0.03
Seismic/Strong Motion	$0.00028	of valuation	$0.05	$0.06
California Building Standards Commission	$1.00	per $25,000 value	$0.01	$0.01
Electrical Permit Processing	$58	per permit	$0.00	$0.00
Electrical Inspection	$0.012	per sq. ft.	$0.01	$0.01
Plumbing Permit Processing	$58	per permit	$0.00	$0.00
Pluming Inspection	$0.02	per sq. ft.	$0.02	$0.02
Mechanical Permit Processing	$58	per permit	$0.00	$0.00
Mechanical Inspection	$0.012	per sq. ft.	$0.01	$0.01
Solar Plan Review and Inspection	$600	per permit	$0.01	$0.01
Energy Compliance Inspections	$108	per permit	$0.00	$0.00
Fire Sprinklers Plan Check and Review	[2]	per sq. ft.	$0.03	$0.03
Total Processing Fees			**$1.44**	**$1.83**
City Development Impact Fees (effective Jan. 1, 2023)				
Land Use			*Retail*	*Office*
General City		per 1,000 sq. ft.	$0.67	$0.79
Fire		per 1,000 sq. ft.	$1.99	$2.15
Library		per 1,000 sq. ft.	$0.00	$0.00
Police		per 1,000 sq. ft.	$0.55	$0.65
Wastewater		per 1,000 sq. ft.	$3.07	$1.74
Parks & Recreation		per 1,000 sq. ft.	$0.00	$0.00
Roads		per 1,000 sq. ft.	$12.31	$6.23
Administration		per 1,000 sq. ft.	$0.14	$0.09
Water (including 0.75% administration)	$19,757	per 2" meter	$0.42	$0.46
Agricultural Mitigation [3]	$15,000	per acre	$0.79	$0.86
Total Citywide Development Impact Fees			**$19.94**	**$12.97**
Other Agency Fees				
County Facilities and Services Authorization (eff. 9/13/16)		per 1,000 sq. ft.	$0.50	$0.67
School District Fees	$0.66	per sq. ft.	$0.66	$0.66
Yolo County HCP Fee (effective 3/27/23)	$16,202	per acre	$0.86	$0.93
Total Other Agency Fees			**$2.02**	**$2.26**
RTIF - Proposed			**$11.89**	**$6.73**
Total Fees			**$35.30**	**$23.78**

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50.
Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 plus $0.05 for the first 10,000 sq. ft. plus $0.02 for each additional sq. ft. thereafter.
[3] Estimated amount. Different requirements for different development and mitigation land.

Table B-4
Woodland Research and Technology Park Financing Plan
Estimated WRTP Fee Revenue for Backbone Infrastructure and Public Facilities (2023$)

Item	Residential			Commercial		Total
	Low Density	Medium Density	High Density	Village Center/ Com. Commercial	Business Park	
Dwelling Units/Building Square Feet	628	524	518	310,948	1,980,115	
Building Permit Processing Fees	**$2,424,854**	**$1,890,754**	**$659,800**	**$449,262**	**$3,630,892**	**$9,055,563**
City Development Impact Fees						
General City	$631,140	$526,620	$391,090	$208,646	$1,572,211	$3,329,707
Fire	$2,138,968	$1,784,744	$1,057,756	$617,543	$4,257,247	$9,856,258
Library	$394,384	$329,072	$243,978	$0	$0	$967,434
Police	$516,844	$431,252	$319,088	$170,400	$1,283,115	$2,720,698
Wastewater	$4,725,072	$3,942,576	$2,922,556	$954,921	$3,453,321	$15,998,446
Parks & Recreation	$5,827,212	$4,862,196	$3,604,762	$0	$0	$14,294,170
Roads	$6,226,620	$5,195,460	$2,104,634	$3,828,392	$12,326,216	$29,681,322
Water	$3,877,272	$3,235,176	$506,086	$130,785	$904,834	$8,654,153
Administration	$182,748	$152,484	$79,772	$43,222	$172,270	$630,496
Affordable Housing - Proposed	$4,333,200	$2,423,500	$1,025,640	$0	$0	$7,782,340
Agricultural Mitigation	$1,570,000	$655,000	$323,750	$246,390	$1,704,645	$4,499,785
Public Transit	$195,308	$162,964	$112,924	$0	$0	$471,196
Total Citywide Development Impact Fees	**$30,618,768**	**$23,701,044**	**$12,692,036**	**$6,200,298**	**$25,673,858**	**$98,886,004**
Other Agency Fees						
County Facilities and Services Authorization	$1,958,104	$1,633,832	$1,197,616	$155,474	$1,318,757	$6,263,783
School District Fees	$5,893,152	$3,955,152	$2,092,306	$205,226	$1,306,876	$13,452,711
Yolo County HCP Fee	$1,695,809	$707,487	$349,693	$266,134	$1,841,244	$4,860,368
Total Other Agency Fees	**$9,547,065**	**$6,296,471**	**$3,639,615**	**$626,834**	**$4,466,876**	**$24,576,862**
RTIF - Proposed						
Streets	$17,619,713	$11,811,748	$6,348,539	$3,105,698	$9,816,301	**$48,702,000**
Storm Drainage	$4,366,048	$2,484,704	$1,598,075	$364,864	$2,524,309	**$11,338,000**
Water	$1,825,876	$1,296,889	$911,283	$42,385	$266,566	**$4,343,000**
Sewer	$738,832	$476,823	$424,029	$42,641	$196,674	**$1,879,000**
Parks and Open Space	$13,055,403	$8,404,261	$7,484,867	$0	$0	**$28,944,531**
Total RTIF	**$37,605,873**	**$24,474,425**	**$16,766,793**	**$3,555,589**	**$12,803,851**	**$95,206,531**
Total Fee Revenue	**$80,196,561**	**$56,362,695**	**$33,758,244**	**$10,831,983**	**$46,575,477**	**$227,724,959**

Source: City of Woodland; Yolo County; WJUSD; EPS

APPENDIX C:

Infrastructure Cost Burden Comparison

Table C-1 Fee Comparison—Low-Density Single-Family Development.....C-1

Table C-2 Fee Comparison—Medium-Density Single-Family Development.....C-2

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Table C-6 Spring Lake Multifamily Development Fees.....C-6

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Table C-8 Panhandle Residential Development Impact Fees (2 pages).....C-8

Table C-9 Northlake Residential Development Impact Fees.....C-10

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Table C-1
Woodland Research and Technology Park Financing Plan
Fee Comparison - Low-Density Single-Family Development (2023$)

	Fee per Low-Density Single-Family Dwelling Unit			
	Woodland		Sacramento	
Item	WRTP	SLSP	Panhandle (Traditional Unit)	Northlake [1]
Source	*Table 7-1*	*Table C-5*	*Table C-8*	*Table C-9*
Building Permit Processing Fees	$3,861	$3,861	$8,185	$8,308
City Fees	$48,756	$54,396	$23,939	$23,939
Other Agency Fees	$15,202	$19,917	$32,183	$39,433
Plan Area Fees	$65,854	$56,510	$23,605	$5,333
Total Fees	**$133,673**	**$134,685**	**$87,911**	**$77,012**

Source: City of Woodland; City of Sacramento; other public agencies; EPS

[1] The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

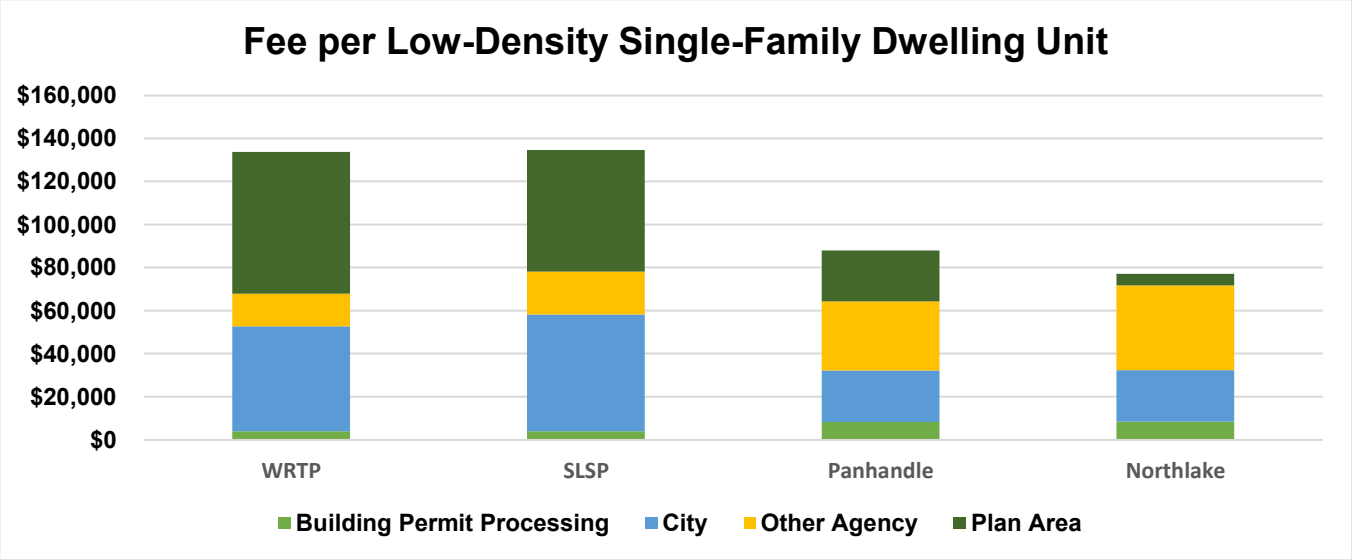

Table C-2
Woodland Research and Technology Park Financing Plan
Fee Comparison - Medium Density Single Family Development (2023$)

Item	Fee per Medium-Density Single-Family Dwelling Unit			
	Woodland		Sacramento	
	WRTP	SLSP	Panhandle (Village Unit)	Northlake
Source	*Table 7-1*	*Table C-5*	*Table C-8*	*Table C-9*
Building Permit Processing Fees	$3,608	$3,608	$6,864	$6,864
City Fees	$45,231	$44,539	$22,337	$22,337
Other Agency Fees	$12,016	$15,809	$27,331	$34,432
Plan Area Fees	$45,004	$37,637	$23,446	$3,742
Total Fees	**$105,859**	**$101,593**	**$79,978**	**$67,375**

Source: City of Woodland; City of Sacramento; other public agencies; EPS

[1] The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

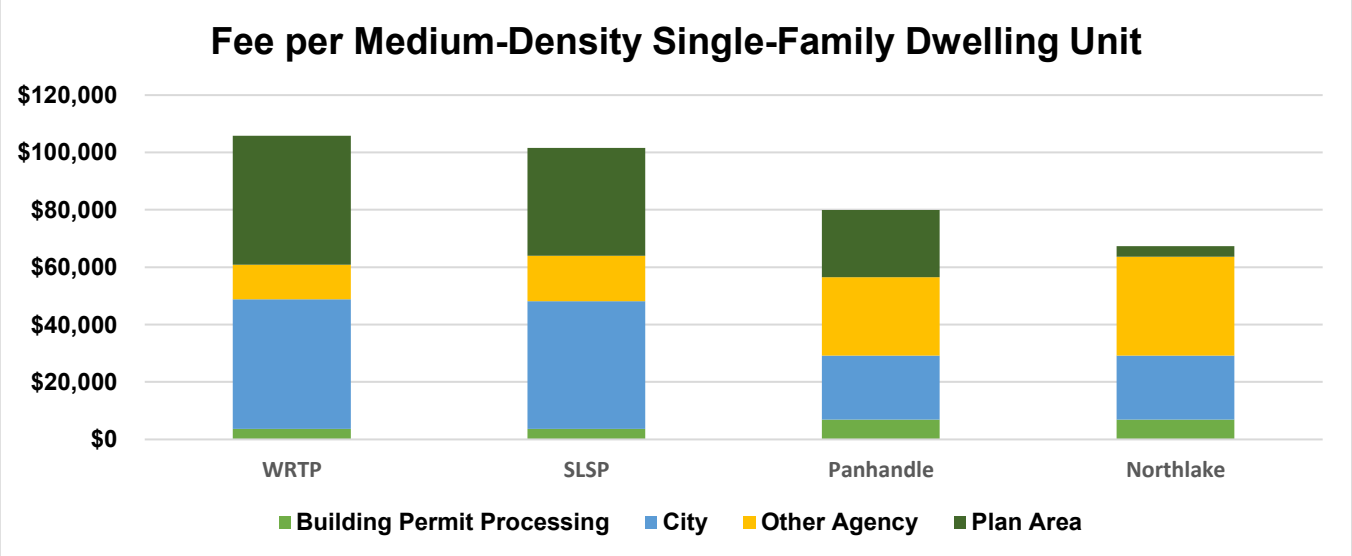

Table C-3
Woodland Research and Technology Park Financing Plan
Fee Comparison - High Density Dwelling Unit (2023$)

Item	Fee per High-Density Dwelling Unit Woodland WRTP	 SLSP
Source	*Table 7-1*	*Table C-6*
Building Permit Processing Fees	$1,274	$1,274
City Fees	$24,502	$23,473
Other Agency Fees	$7,026	$7,026
Plan Area Fees	$33,663	$37,637
Total Fees	**$66,465**	**$69,410**

Source: City of Woodland; City of Sacramento; other public agencies; EPS

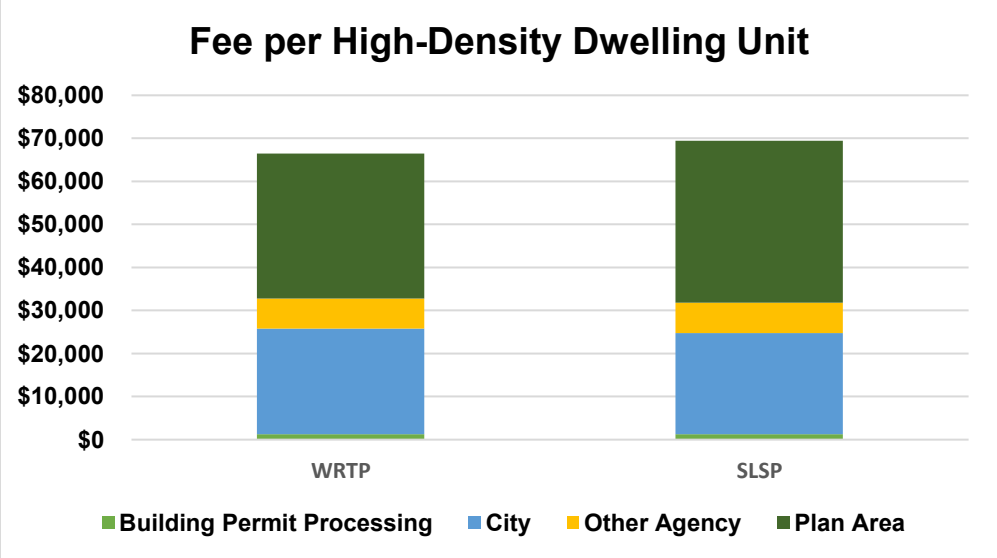

Table C-4
Woodland Research and Technology Park Financing Plan
Fee Comparison - Commercial Development (2023$)

Item	Fee per Commercial Bldg. Sq. Ft.		
	Woodland		Sacramento
	WRTP	Spring Lake Specific Plan	Northlake
Source	*Table 7-1*	*Table C-7*	*Table C-10*
Building Permit Processing Fees	$1.44	$1.44	$3.79
City Fees	$19.94	$19.94	$4.47
Other Agency Fees	$2.02	$2.02	$8.66
Plan Area Fees	$11.89	$43.45	$4.58
Total Fees	**$35.30**	**$66.85**	**$21.50**

Source: City of Woodland; City of Sacramento; other public agencies; EPS

[1] The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

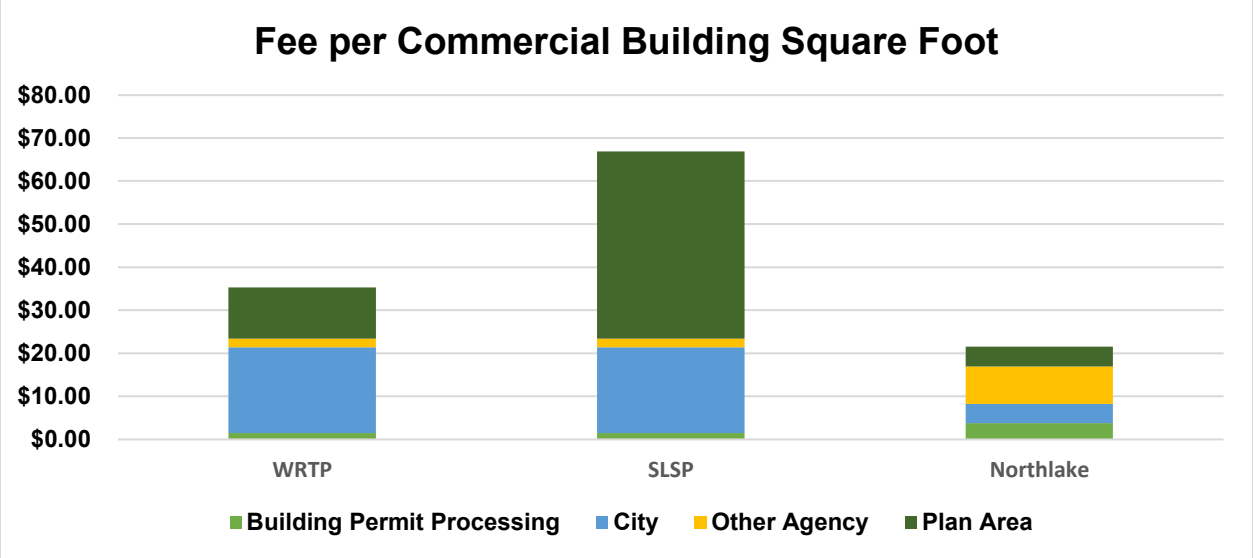

Table C-5
Woodland Research and Technology Park Financing Plan
Spring Lake Single Family Development Fees (2023$)

Item	Fee per Unit: Low Density	Fee per Unit: Medium Density	Description/Formula
Assumptions			
Building Valuation Group	R-3	R-3	
Construction Type	VB	VB	
Valuation per sq. ft. (VB construction type Feb. 2023)	$167.37	$167.37	
Garage Valuation per sq. ft. (VB construction type Feb. 2023)	$66.48	$66.48	
Square Feet	2,300	1,850	
Garage Square Feet	450	400	
Units per Acre	6	12	
Building Valuation per Unit	$384,951	$309,635	
Garage Valuation per Unit	$29,916	$26,592	
Total Unit Valuation	**$414,867**	**$336,227**	
City Building Permit Processing Fees (effective July 1, 2022)	*Fee per Unit*		
Building Inspection and Plan Review Fee [1]	$1,641	$1,402	
Green Building Plan Review	$276	$276	
Permit Processing Charge/Application	$8	$8	
Seismic/Strong Motion	$54	$44	$0.00013 of total valuation
California Building Standards Commission Fee	$17	$14	$1.00 per $25,000 value
Electrical Permit Processing	$58	$58	
Electrical Inspection	$200	$200	10% of building fee; $200 min.
Plumbing Permit Processing	$58	$58	
Pluming Inspection	$400	$400	20% of building fee; $400 min.
Mechanical Permit Processing	$58	$58	
Mechanical Inspection	$200	$200	10% of building fee; $200 min.
Solar Plan Review and Inspection	$280	$280	
Energy Compliance Inspections	$55	$55	
Fire Sprinklers Plan Check and Review	$556	$556	
Total Processing Fees	**$3,861**	**$3,608**	
City Development Impact Fees (effective Jan. 1, 2023)			
General City	$1,005	$1,005	
Fire	$3,406	$3,406	
Library	$628	$628	
Police	$823	$823	
Wastewater	$7,524	$7,524	
Parks & Recreation	$5,105	$5,105	
Roads	$9,915	$9,915	
Water	$6,174	$6,174	
Administration	$259	$259	
Affordable Housing [2] [3]	$8,629	$3,200	
Agricultural Mitigation [4]	$2,500	$1,250	$15,000 per acre
Fiscal Deficit Fee	$1,500	$1,050	
Fire Operations & Maintenance Fund	$771	$540	
General Purpose Fee [2] [3]	$5,790	$3,402	
Habitat Education (due at final map)	$56	$40	
Public Transit Fee (due at final map)	$311	$218	
Total City Development Impact Fees	**$54,396**	**$44,539**	
Other Agency Fees			
County Facilities and Services Authorization (effective 9/13/16)	$3,118	$3,118	
School District Fees [5]	$14,099	$11,341	$6.13 per sq. ft.
Yolo County HCP Fee (effective 3/27/23)	$2,700	$1,350	$16,202 per acre
Total Other Agency Fees	**$19,917**	**$15,809**	
SLIF			
Roadway	$24,503	$16,173	multifamily rate for medium density
Water	$2,777	$1,794	multifamily rate for medium density
Sewer	$3,579	$2,739	multifamily rate for medium density
Drainage	$12,702	$8,383	multifamily rate for medium density
Fire Station	$1,021	$674	multifamily rate for medium density
Parks	$10,084	$6,656	multifamily rate for medium density
On-going Admin Costs	$1,844	$1,218	multifamily rate for medium density
Subtotal SLIF	**$56,510**	**$37,637**	
Total Fees per Unit	**$134,685**	**$101,593**	

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First 1,000 sq. ft.; $946
1,000-2,000 sq. ft.: $53.60 for each 100 sq. ft. or fraction thereof
2,000-3,000 sq. ft.: $53.10 for each 100 sq. ft. or fraction thereof
[2] LDR fees are based on Pioneer Village development project.
[3] MDR fees are based on Beeghly multifamily development project. Affordable housing assuming a 10 percent requirement.
[4] Estimated amount. Different requirements for different development and mitigation land.
[5] School fee set equal to Spring Lake rate. Rate for all other areas of Woodland is $4.08 per sq. ft.

Table C-6
Woodland Research and Technology Park Financing Plan
Spring Lake Multifamily Development Fees (2023$)

Item	Multifamily Per Permit	Multifamily Per Unit	Description/Formula
Assumptions			
Building Valuation Group	R-2		
Valuation per sq. ft. (VA construction type)	$117.40		
Square Feet per Unit	990		
Units per Acre	24		
Acres per Permit	1		
Building Valuation per Unit	**$116,226**		
Total Building Valuation per Permit	**$2,789,424**		
City Building Permit Processing Fees			
Building Inspection/Building Permit Fee [1]	$15,491	$645	
Plan Review	$10,069	$420	65% of bldg. insp. fee
Permit Processing Charge/Application	$58	$2	$58 per permit
Energy Plan Review	$503	$21	5% of plan review
Disability Plan Review	$503	$21	5% of plan review
Seismic/Strong Motion	$781	$33	$0.00028 of valuation
California Building Standards Commission Fee	$112	$5	$1.00 per $25,000 value
Electrical Permit Processing	$58	$2	$58 per permit
Electrical Inspection	$285	$12	$0.012 per sq. ft.
Plumbing Permit Processing	$58	$2	$58 per permit
Pluming Inspection	$475	$20	$0.02 per sq. ft.
Mechanical Permit Processing	$58	$2	$58 per permit
Mechanical Inspection	$285	$12	$0.012 per sq. ft.
Solar Plan Review and Inspection	$600	$25	$600 per permit
Energy Compliance Inspections	$216	$9	$9 per unit
Fire Sprinklers Plan Check and Review [2]	$1,017	$42	$1,017 per permit
Total Processing Fees	**$30,570**	**$1,274**	
City Development Impact Fees (effective Jan. 1, 2023)			
General City		$755	
Fire		$2,042	
Library		$471	
Police		$616	
Wastewater		$5,642	
Parks & Recreation		$3,828	
Roads		$4,063	
Administration		$131	
Water (including 0.75% administration) [3]		$977	
Affordable Housing		$2,475	
Agricultural Mitigation [4]		$625	$15,000 per acre
Fiscal Defecit Fee		$1,050	
Fire Operations & Maintenance Fund		$540	
Habitat Education		$40	
Public Transit Fee (due at final map) [5]		$218	
Total Citywide Development Impact Fees		**$23,473**	
Other Agency Fees			
County Facilities and Services Authorization (effective 9/13/16)		$2,312	
School District Fees		$4,039	$4.08 per sq. ft.
Yolo County HCP Fee (effective 3/27/23)		$675	$16,202 per acre
Total Other Agency Fees		**$7,026**	
SLIF			
Roadway		$16,173	
Water		$1,794	
Sewer		$2,739	
Drainage		$8,383	
Fire Station		$674	
Parks		$6,656	
On-going Admin Costs		$1,218	
Subtotal SLIF		**$37,637**	
Total Fees per Unit		**$69,410**	

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50. Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 + $0.05 per bldg. sq. ft. for first 10,000 square feet + $0.02 per bldg. sq. ft. for remaining square feet.
[3] City water Is based on Vista Del Robles with 2 4" and 2-2" water mains for 168 units.
[4] Estimated amount. Different requirements for different development and mitigation land.
[5] 70% of single family fee.

Table C-7
Woodland Research and Technology Park Financing Plan
Spring Lake Commercial Fees (2023$)

Item	Commercial Fee per Permit	Commercial Fee per Bldg. Sq. Ft.	Description/Formula
Assumptions			
Building Valuation Group	M		
Construction Type	IIIA		
Valuation per sq. ft. (ICC February 2023)	$164.83		
Acres	5.00		
FAR	0.43		
Square Feet	94,651		
Total Project Valuation	$15,601,351		
Water Meters	2		
Water Meter Size	2"		
City Building Permit Processing Fees (effective July 1, 2022)			
Building Inspection/Building Permit Fee [1]	$72,431	$0.77	
Plan Review	$47,080	$0.50	65% of bldg. insp. fee
Permit Processing Charge/Application	$58	$0.00	$58 per permit
Energy Plan Review	$2,354	$0.02	5% of plan review
Disability Plan Review	$2,354	$0.02	5% of plan review
Seismic/Strong Motion	$4,368	$0.05	$0.00028 of valuation
California Building Standards Commission	$625	$0.01	$1.00 per $25,000 value
Electrical Permit Processing	$58	$0.00	$58 per permit
Electrical Inspection	$1,136	$0.01	$0.012 per sq. ft.
Plumbing Permit Processing	$60	$0.00	$58 per permit
Pluming Inspection	$1,893	$0.02	$0.02 per sq. ft.
Mechanical Permit Processing	$60	$0.00	$58 per permit
Mechanical Inspection	$1,136	$0.01	$0.012 per sq. ft.
Solar Plan Review and Inspection	$600	$0.01	$600 per permit
Energy Compliance Inspections	$108	$0.00	$108 per permit
Fire Sprinklers Plan Check and Review [2]	$2,435	$0.03	per sq. ft.
Total Processing Fees	**$136,755**	**$1.44**	
City Development Impact Fees (effective Jan. 1, 2023)			
Land Use		*Retail*	
General City		$0.67	$671 per 1,000 sq. ft.
Fire		$1.99	$1,986 per 1,000 sq. ft.
Library		$0.00	$0 per 1,000 sq. ft.
Police		$0.55	$548 per 1,000 sq. ft.
Wastewater		$3.07	$3,071 per 1,000 sq. ft.
Parks & Recreation		$0.00	$0 per 1,000 sq. ft.
Roads		$12.31	$12,312 per 1,000 sq. ft.
Administration		$0.14	$139 per 1,000 sq. ft.
Water (including 0.75% administration)	$39,810	$0.42	$19,757 per 2" meter
Agricultural Mitigation [3]		$0.79	$15,000 per acre
Total Citywide Development Impact Fees		**$19.94**	
Other Agency Fees			
County Facilities and Services Authorization (eff. 9/13/16)		$0.50	$500 per 1,000 sq. ft.
School District Fees		$0.66	$0.66 per sq. ft.
Yolo County HCP Fee (effective 3/27/23)		$0.86	$16,202 per acre
Total Other Agency Fees		**$2.02**	
SLIF			
Roadway		$18.86	
Water		$2.10	
Sewer		$2.70	
Drainage		$9.79	
Fire Station		$0.78	
Park		$7.77	
On-going Admin Costs		$1.45	
Subtotal SLIF		**$43.45**	
Total		**$66.85**	

Source: City of Woodland; Yolo County; WJUSD; EPS

[1] First $1 million of valuation: $6,730.50.
Remaining valuation: $4.38 for each $1,000 or fraction thereof.
[2] $242 plus $0.05 for the first 10,000 sq. ft. plus $0.02 for each additional sq. ft. thereafter.
[3] Estimated amount. Different requirements for different development and mitigation land.

Table C-8
Woodland Research and Technology Park Financing Plan
Panhandle Residential Development Impact Fees (2023$)

Item	Residential			Notes
	Estates	Traditional	Village	
Assumptions				
Net Acres	75.7	147.7	60.5	
Number of Units	340	869	453	
Unit Size/Bldg. Sq. Ft.	2,500	2,300	1,850	
Garage Square Feet	500	500	450	
Units per Acre	4.5	5.9	7.5	
Valuation per Bldg. Sq. Ft.- Living Area (VB)	$167.37	$167.37	$167.37	
Valuation per Bldg. Sq. Ft. - Garage (U)	$66.48	$66.48	$66.48	
Building Valuation - Living Area and Garage	$451,665	$418,191	$339,551	
2002 Building plus Equipment Valuations				
Valuation per Bldg. Sq. Ft.- Living Area	$92.40	$92.40	$92.40	
Valuation per Bldg. Sq. Ft. - Garage	$24.30	$24.30	$24.30	
Air Conditioning - Living Area	$3.50	$3.50	$3.50	
Sprinklers - Living Area and Garage	$2.60	$2.60	$2.60	
Building and Equipment Valuation	**$259,700**	**$224,670**	**$181,875**	Used for calculation of Construction Excise Tax
Current as of	*Apr-23*	*Apr-23*	*Apr-23*	
Processing Fees	*per unit*	*per unit*	*per unit*	
Administrative Processing Fee	$164	$164	$164	$164 per hour, assumes 1 hour review
Building Permit	$3,465	$3,238	$2,704	$1,078 + $0.006787 for each dollar over $100,000 of bldg. valuation
Technology Surcharge	$277	$259	$216	8% of Building Permit
Plan Review Fee	$728	$680	$568	42% of Building Permit Fee; 50% of amount for Master Plan projects.
Technology Surcharge	$58	$54	$45	8% of Plan Review Fee
Planning Review Fee	$109	$102	$85	15% of Plan Review Fee
Planning Inspection Fee	$336	$336	$336	Flat rate; charged when Planning Division performs inspections.
Seismic/Strong Motion	$59	$54	$44	$0.00013 per $1 of bldg. valuation
General Plan Recovery Fee	$1,174	$1,087	$883	$2.60 per $1,000 of bldg. valuation
Green Building/CBSC Fee	$19	$17	$14	$1 per $25,000 of bldg. valuation or fraction, thereof
Construction Excise Tax	$2,078	$1,797	$1,455	0.008 * valuation of 2002 bldg. + equipment valuation
Fire Inspection Fee	$279	$260	$214	$0.093 x gross square feet
Fire Review Fee	$136	$136	$136	$136 per hour, assumes 1 hour review
Subtotal Processing Fees	**$8,882**	**$8,185**	**$6,864**	
City Development Impact Fees				
Adjusted Transportation Development Impact Fee (TDIF)	$2,188	$2,188	$2,188	Net of alternative modes credits
Water Development Fee	$3,609	$3,609	$3,609	Assumes 1" domestic meter
Water Easement Tap Installation Fee	$1,822	$1,822	$1,822	Assumes 1" domestic meter
Water Meter Installation	$672	$672	$672	Assumes 1" domestic meter
Residential Construction Water Use Fee	$201	$201	$201	Flat rate per residential lot
City Business Operations Tax	$181	$167	$136	$0.0004 per $1 of bldg. valuation; Max. $5,000/year/contractor
Erosion and Sediment Control (ESC)	$70	$70	$70	Flat rate per residential lot

Table C-8
Woodland Research and Technology Park Financing Plan
Panhandle Residential Development Impact Fees (2023$)

Item	Residential			Notes
	Estates	Traditional	Village	
Neighborhood and Community Parks	$4,504	$4,504	$4,504	$4,504 per unit for units 2,000 sq. ft. or larger
Citywide Parks/Facilities	$2,293	$2,293	$2,293	$2,293 per unit for units 2,000 sq. ft. or larger
Mixed Income Housing Ordinance/Housing Trust Fund	$8,725	$8,027	$6,457	$3.49 per unit sq. ft.
Residential Construction Tax	$385	$385	$385	Flat rate for dwelling units with 3 or more bedrooms
Subtotal City Development Impact Fees	**$24,650**	**$23,939**	**$22,337**	
Other Agency Fees				
Twin Rivers and Robla Elementary School District Fees	$11,150	$10,258	$8,251	$4.46 per living area sq. ft. (effective 3/29/2023)
Natomas Basin Habitat Conservation Plan Fee	$6,638	$5,068	$3,982	$29,815 per acre; assumes land dedication in-lieu ($15,750/acre), so excludes land acquisition portion of total fee ($45,565 per acre).
Sacramento Area Flood Control Agency Dev. Impact Fee	$5,250	$4,830	$3,885	$2.10 per habitable area sq. ft.(effective 1/4/2020).
Sacramento Countywide Transportation Mitigation Fee	$1,458	$1,458	$1,458	$1,429 mitigation fee + 2% admin fee (7/192022)
Air Quality Mitigation Fee	$290	$290	$290	Estimated $220.18 per unit, plus 15% admin fee ($37.86)
Sacramento Area Sewer District (Expansion)	$4,978	$3,800	$2,986	$22,360 per net acre for Expansion Area
Regional SAN (New)	$6,479	$6,479	$6,479	$6,479 per ESD for New Growth Area
Subtotal Other Agency Fees	**$36,243**	**$32,183**	**$27,331**	
Panhandle Plan Area Fees				
Panhandle DA Fee Component				
Regional Park Land Acquisition	$2,388	$2,388	$2,388	
Transit	$587	$587	$587	
Fire Facilities	$596	$596	$596	
Community Center	$368	$368	$368	
Library	$936	$936	$936	
Subtotal Panhandle DA Fee Component	**$4,875**	**$4,875**	**$4,875**	
Panhandle Impact Fee Component				
Roadways	$8,736	$8,736	$8,736	
Sanitary Sewer	$234	$178	$175	
Storm Drainage (Including Land Acquisition)	$11,131	$8,497	$8,346	
Trails	$631	$631	$631	
Subtotal Panhandle Impact Fee Component	**$20,732**	**$18,042**	**$17,888**	
Panhandle Administration Fee (3%)	**$768**	**$688**	**$683**	
Subtotal Panhandle Plan Area Fees	**$26,375**	**$23,605**	**$23,446**	
Total Fees	**$96,150**	**$87,911**	**$79,978**	

Source: City of Sacramento; various public agencies; EPS.

[1] From the FEIR and escalated by percentage change in SF CPI from April 2018 through April 2022 (14.63%) See Table A-1.
Fee in the FEIR was $220.18 per unit plus 15% administration.

Table C-9
Woodland Research and Technology Park Financing Plan
Northlake Residential Development Impact Fees (2023$)

Item	Residential Low Density	Residential Medium Density	Notes
Assumptions			
Net Acres	147.7	60.5	
Number of Units	869	453	
Unit Size/Bldg. Sq. Ft.	2,300	1,850	
Garage Square Feet	500	450	
Units per Acre	5.9	7.5	
Valuation per Bldg. Sq. Ft.- Living Area (VB)	$167.37	$167.37	
Valuation per Bldg. Sq. Ft. - Garage (U)	$66.48	$66.48	
Building Valuation - Living Area and Garage	$418,191	$339,551	
2002 Building plus Equipment Valuations			
Valuation per Bldg. Sq. Ft.- Living Area	$92.40	$92.40	
Valuation per Bldg. Sq. Ft. - Garage	$24.30	$24.30	
Air Conditioning - Living Area	$3.50	$3.50	
Sprinklers - Living Area and Garage	$2.60	$2.60	
Building and Equipment Valuation	**$240,000**	**$181,875**	Used for calculation of Construction Excise Tax
Processing Fees	*per unit*	*per unit*	
Administrative Processing Fee	$164	$164	$164 per hour, assumes 1 hour review
Building Permit	$3,238	$2,704	$1,078 + $0.006787 for each dollar over $100,000 of bldg. valuation
Technology Surcharge	$259	$216	8% of Building Permit
Plan Review Fee	$680	$568	42% of Building Permit Fee; 50% of amount for Master Plan projects.
Technology Surcharge	$54	$45	8% of Plan Review Fee
Planning Review Fee	$102	$85	15% of Plan Review Fee
Planning Inspection Fee	$336	$336	Flat rate; charged when Planning Division performs inspections.
Seismic/Strong Motion	$54	$44	$0.00013 per $1 of bldg. valuation
General Plan Recovery Fee	$1,087	$883	$2.60 per $1,000 of bldg. valuation
Green Building/CBSC Fee	$17	$14	$1 per $25,000 of bldg. valuation or fraction, thereof
Construction Excise Tax	$1,920	$1,455	0.008 * valuation of 2002 bldg. + equipment valuation
Fire Inspection Fee	$260	$214	$0.093 x gross square feet
Fire Review Fee	$136	$136	$136 per hour, assumes 1 hour review
Subtotal Processing Fees	**$8,308**	**$6,864**	
City Development Impact Fees			
Adjusted Transportation Development Impact Fee (TDIF)	$2,188	$2,188	Net of alternative modes credits
Water Development Fee	$3,609	$3,609	Assumes 1" domestic meter
Water Easement Tap Installation Fee	$1,822	$1,822	Assumes 1" domestic meter
Water Meter Installation	$672	$672	Assumes 1" domestic meter
Residential Construction Water Use Fee	$201	$201	Flat rate per residential lot
City Business Operations Tax	$167	$136	$0.0004 per $1 of bldg. valuation; Max. $5,000/year/contractor
Erosion and Sediment Control (ESC)	$70	$70	Flat rate per residential lot
Neighborhood and Community Parks	$4,504	$4,504	$4,504 per unit for units 2,000 sq. ft. or larger
Citywide Parks/Facilities	$2,293	$2,293	$2,293 per unit for units 2,000 sq. ft. or larger
Mixed Income Housing Ordinance/Housing Trust Fund	$8,027	$6,457	$3.49 per unit sq. ft.
Residential Construction Tax	$385	$385	Flat rate for dwelling units with 3 or more bedrooms
Subtotal City Development Impact Fees	**$23,939**	**$22,337**	
Other Agency Fees			
Twin Rivers USD	$11,017	$8,862	$4.79 per living area sq. ft. (effective 3/29/2023)
Rio Linda Supplemental School Fee [1]	$6,781	$6,781	$5,180 escalated to 2023$
Natomas Basin Habitat Conservation Plan Fee	$5,068	$3,982	$29,815 per acre; assumes land dedication in-lieu ($15,750/acre), so excludes land acquisition portion of total fee ($45,565 per acre).
Sacramento Area Flood Control Agency Dev. Impact Fee	$4,830	$3,885	$2.10 per habitable area sq. ft.(effective 1/4/2020).
Sacramento Countywide Transportation Mitigation Fee	$1,458	$1,458	$1,429 mitigation fee + 2% admin fee
Sacramento Area Sewer District (Expansion)	$3,800	$2,986	$22,360 per net acre for Expansion Area
Regional SAN	$6,479	$6,479	$6,479 per ESD for New Growth Area
Subtotal Other Agency Fees	**$39,433**	**$34,432**	
North Lake (Greenbriar) Impact Fee [2]			
Transit Fee	$985	$820	
Regional Park Fee	$2,766	$1,760	
Fire Facilities Fee	$691	$496	
Community Center Fee	$891	$666	
Subtotal Greenbriar Impact Fee	**$5,333**	**$3,742**	
Total Fees	**$77,012**	**$67,375**	

Source: City of Sacramento; various public agencies; EPS.

[1] EPS obtained the project-specific supplemental school fee from the Greenbriar Specific Plan Draft Proposed Public Facilities Financing Plan (PFFP) prepared April 26, 2017 and escalated these fees using the average of the 20-City and San Francisco Construction Cost Indices from March 2016 to March 2023 as published by Engineering-News Record.

[2] The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

Table C-10
Woodland Research and Technology Park Financing Plan
Northlake Commercial Fees (2023$)

Item	Commercial Fee per Permit	Commercial Fee per Bldg. Sq. Ft	Notes
Assumptions			
Building Valuation Group	M		
Construction Type	IIIA		
Valuation per sq. ft. (ICC February 2023)	$164.83		
Acres	5.00		
FAR	0.43		
Square Feet	94,651		
Total Project Valuation	$15,601,351		
Water Meters	2		
Water Meter Size	2"		
Current as of	*Apr-23*	*Apr-23*	
Processing Fees			
Administrative Processing Fee	$164.00	$0.00	$164 per hour, assumes 1 hour review
Building Permit	$85,448	$0.90	$20,761 + $0.0051333 for each dollar over $3,000,000 of bldg. valuation
Technology Surcharge	$6,835.80	$0.07	8% of Building Permit
Plan Review Fee	$69,896	$0.74	$16,970 + $0.0042 for each dollar over $3,000,000
Technology Surcharge	$5,591.65	$0.06	8% of Plan Review Fee
Planning Review Fee	$10,484.35	$0.11	15% of Plan Review Fee
Planning Inspection Fee	$1,344	$0.01	Flat rate; charged when Planning Division performs inspections.
Seismic/Strong Motion	$4,368	$0.05	$0.00028 per $1 of bldg. valuation
General Plan Recovery Fee	$40,564	$0.43	$2.60 per $1,000 of bldg. valuation
Green Building/CBSC Fee	$624	$0.01	$1 per $25,000 of bldg. valuation
Construction Excise Tax	$124,811	$1.32	0.008 * valuation of 2002 bldg.
Fire Inspection Fee	$8,803	$0.09	$0.093 x gross square feet
Fire Review Fee	$136	$0.00	$136 per hour, assumes 1 hour review
Subtotal Processing Fees		**$3.79**	
City Development Impact Fees			
Adjusted Transportation Development Impact Fee (TDIF)		$0.85	
Water Development Fee	$28,942	$0.31	Assumes 2 2" domestic meters
Water Easement Tap Installation Fee	$5,146	$0.05	Assumes 2 2" domestic meter
Water Meter Installation	$2,056	$0.02	Assumes 2 2" domestic meter
City Business Operations Tax	$5,000	$0.05	$0.0004 per $1 of bldg. valuation; Max. $5,000/year/contractor
Erosion and Sediment Control (ESC)	$1,000	$0.01	$1,000 per permit for building sq. ft. of 50,000 or more
Neighborhood and Community Parks		$0.39	$0.39 per sq. ft.
Citywide Parks/Facilities		$0.16	$0.16 per sq. ft
Mixed Income Housing Ordinance/Housing Trust Fund		$2.62	$2.62 per unit sq. ft.
Subtotal City Development Impact Fees		**$4.47**	
Other Agency Fees			
Twin Rivers USD		$0.78	$0.78 per sq. ft. (effective 3/29/2023)
Natomas Basin Habitat Conservation Plan Fee		$1.57	$29,815 per acre; assumes land dedication in-lieu ($15,750/acre), so excludes land acquisition portion of total fee ($45,565 per acre).
Sacramento Area Flood Control Agency Dev. Impact Fee		$1.60	$1.60 per habitable area sq. ft.(effective 1/4/2020).
Sacramento Countywide Transportation Mitigation Fee		$3.17	$2,146 per 1000 sq. ft + 2% admin fee
Sacramento Area Sewer District (Expansion)		$1.18	$22,360 per net acre for Expansion Area
Regional SAN		$0.36	$3,602 per ESD for New Growth Area
Subtotal Other Agency Fees		**$8.66**	
North Lake (Greenbriar) Impact Fee [1]	*per acre*		
Transit Fee	$52,327	$2.76	
Regional Park Fee	$18,641	$0.98	
Fire Facilities Fee	$5,254	$0.28	
Community Center Fee	$10,488	$0.55	
Subtotal Greenbriar Impact Fee	**$86,710**	**$4.58**	
Total Fees	**$574,632**	**$21.50**	

Source: City of Sacramento; various public agencies; EPS.

[1] Shopping Center fees. The Northlake plan area fees include only certain public facility obligations not covered through existing City fees. Because the project was developed by a single master developer, costs for project-related backbone infrastructure were not included.

Final Report

Woodland Research and Technology Park Development Impact Fee Nexus Study

The Economics of Land Use

Prepared for:
City of Woodland

Prepared by:
Economic & Planning Systems, Inc. (EPS)

Economic & Planning Systems, Inc.
455 Capitol Mall, Suite 701
Sacramento, CA 95814
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

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EPS #162061

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1. Introduction and Executive Summary

The Woodland Research and Technology Park Specific Plan Area (WRTP or Plan Area) is located on approximately 350 acres just south of the City of Woodland (City) and borders the Spring Lake Specific Plan Area (SLSP), which is located to the east and north of the WRTP. **Map 1-1** shows the WRTP location in relation to the City of Woodland. The WRTP is included in the City's 2035 General Plan as a natural extension of the City and is planned for annexation into the City. As stated in the Public Review Draft WRTP Specific Plan, the WRTP is planned to be a "self-sustaining, enterprising mixed-use community anchored by a technology and innovation campus, with vibrant retail and supporting uses, integrated residential neighborhoods, recreation, open space and public uses."

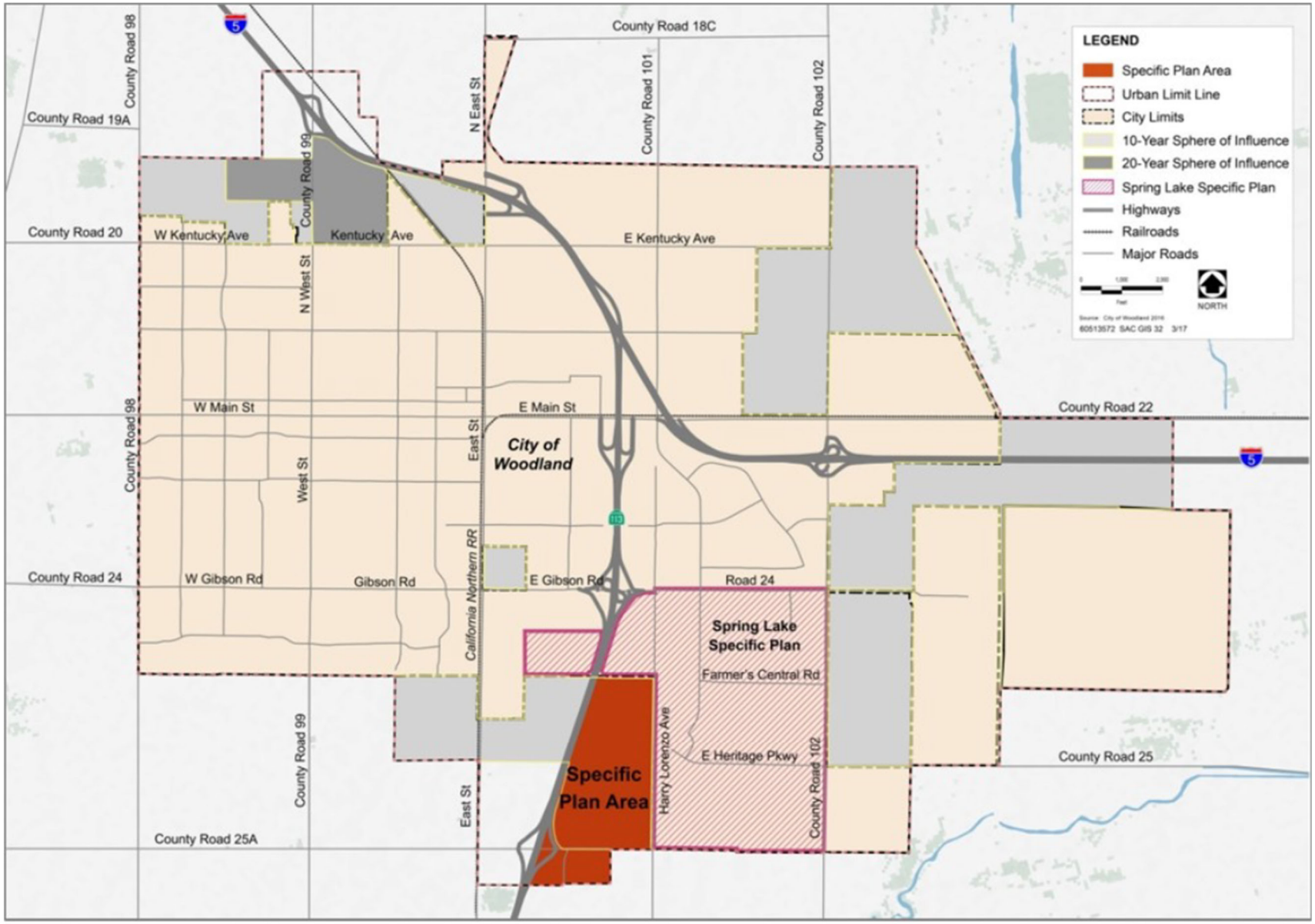
Under the direction of the City, Cunningham Engineering Corporation (CEC) prepared the Capital Improvement Program (CIP) that details the costs of backbone infrastructure and public facilities needed to serve the projected new residents and employees of the WRTP. The subject of this WRTP Development Impact Fee Program Nexus Study (Nexus Study) is the proposed development impact fee program that will serve as a major funding source for the construction of WRTP backbone infrastructure and public facilities included in the CIP. This fee program is referred to hereafter as the Woodland Research and Technology Infrastructure Fee (RTIF) Program.

RTIF Program Overview

The purpose of the Nexus Study is to establish the RTIF Program and the legally required nexus findings for the City to implement the RTIF Program and to set the initial development impact fees (RTIF or fees). This Nexus Study also summarizes key components of the implementation and administration of the proposed RTIF Program. As described herein, the RTIF Program may be updated periodically to reflect changes in land uses, facilities requirements, improvement costs, and other fee program information over time.

The RTIF Program will be a City-implemented plan-area-specific development impact fee program based in part on the development agreements entered into between the City and the land owners within the Plan Area and applicable only to WRTP land uses. It will be used as a mechanism to fund backbone infrastructure and public facilities needed to serve the projected new residents and employees that are not funded by other sources. The RTIF Program will contain the following fee components:

Map 1-1. Plan Area Location



- Streets
- Parks
- Storm Drainage
- Water
- Sewer
- Administration

Table 1-1 summarizes the proposed RTIF by residential and commercial land use for each of the fee components. For each land use, the administration component fee is calculated as 4 percent of the sum of all other fees and will fund administration of the RTIF Program. All RTIF components will be charged and collected per residential dwelling unit or commercial gross developable acre and are consistent with the requirements of California Assembly Bill (AB) 1600 legislation, as codified by the Mitigation Fee Act (California Government Code sections 66000 et. seq.). Gross developable acres are acres zoned for private development and exclude parks, open space, schools, and public right of way.

While the commercial fee categories (Village Commercial/Community Commercial and Business Park) are the same for all RTIF components, there are different residential fee categories for different fee components to address provisions of California Assembly Bill 602 (AB 602), enacted in 2021. AB 602 modified the Mitigation Fee Act and stipulates that a jurisdiction must calculate residential fees proportionately to the square footage of the dwelling units, with the exception of water and sewer fees and any other fees for which specific findings can be made as to why the fees should not be enacted on a square foot basis. The Mitigation Fee Act requirements are detailed in the next section.

In response to the provisions of AB 602, some of the RTIF components must have fees that differ by dwelling unit size while other components do not need to have different fees for different unit sizes. The proposed residential fee land uses for all fee components are summarized below:

Streets and Parks Residential Fee Components

- Single Family <1,000 sq. ft.
- Single Family 1,000 sq. ft.–1,999 sq. ft.
- Single Family 2,000 sq. ft.–2,999 sq. ft.
- Single Family >2,999 sq. ft.
- Multifamily <1,000 sq. ft.
- Multifamily ≥1,000 sq. ft.

Storm Drainage, Water, and Sewer Residential Fee Components

- Low Density
- Medium Density
- High Density

Table 1-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
RTIF Program Fee Summary (2023$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
Source	*Table 4-4*	*Table 4-12*	*Table 4-6*	*Table 4-8*	*Table 4-10*		*Table 3-1*	
Percentage							*4.00%*	
Residential by Land Use				*per unit*				
Low Density (LDR)	-	-	$6,952	$2,907	$1,176	**$11,036**	$441	**$11,477**
Medium Density (MDR)	-	-	$4,742	$2,475	$910	**$8,127**	$325	**$8,452**
High Density (HDR)	-	-	$3,085	$1,759	$819	**$5,663**	$227	**$5,890**
Residential by Square Foot Range								
Single Family (LDR and MDR)				*per unit*				
< 1,000 sq. ft.	$12,800	$8,199	-	-	-	**$20,999**	$840	**$21,839**
1,000 to 1,999 sq. ft.	$20,696	$14,450	-	-	-	**$35,146**	$1,406	**$36,552**
2,000 to 2,999 sq. ft	$29,904	$22,380	-	-	-	**$52,284**	$2,091	**$54,375**
> 2,999 sq. ft.	$36,547	$27,555	-	-	-	**$64,102**	$2,564	**$66,666**
Multifamily (HDR)								
< 1,000 sq. ft.	$12,256	$14,450	-	-	-	**$26,705**	$1,068	**$27,773**
≥1000 sq. ft.	$13,606	$16,533	-	-	-	**$30,139**	$1,206	**$31,345**
Residential for Average Unit Size				*per unit*				
Low Density (2,300 sq. ft.)	$29,904	$22,380	$6,952	$2,907	$1,176	**$63,321**	$2,533	**$65,854**
Medium Density (1,850 sq. ft.)	$20,696	$14,450	$4,742	$2,475	$910	**$43,273**	$1,731	**$45,004**
High Density (990 sq. ft.)	$12,256	$14,450	$3,085	$1,759	$819	**$32,368**	$1,295	**$33,663**
Commercial [1]				*per acre*				
Village Center/Community Commercial	$189,072	N/A	$22,213	$2,580	$2,596	**$216,461**	$8,658	**$225,119**
Business Park	$86,378	N/A	$22,213	$2,346	$1,731	**$112,667**	$4,507	**$117,174**
Commercial [1]				*per bldg. sq. ft.*				
Village Center/Community Commercial	$9.99	N/A	$1.17	$0.14	$0.14	**$11.43**	$0.46	**$11.89**
Business Park	$4.96	N/A	$1.27	$0.13	$0.10	**$6.47**	$0.26	**$6.73**

Source: City of Woodland; EPS

[1] Commercial fees will be charged per gross developable acre. The amount per bldg. sq. ft. is shown for informative purposes only.

The proposed fees are based on the best land use information, backbone infrastructure and public facilities costs estimates, funding source information, and administrative cost estimates available at this time. The cost estimates presented in this report are in constant 2023 dollars. The following chapters of this report detail the land uses, facilities requirements, cost estimates, and cost allocation methodology used to estimate the fees.

Nexus Study Requirements

California Government Code 66000

The purpose of a Nexus Study is to establish the legally required nexus (or reasonable relationship) between projected new residential and nonresidential development and the capital facilities that will be required to serve that new development.

As briefly described in the previous section, the nexus requirements for imposing development impact fees were established under AB 1600 legislation, as codified by the Mitigation Fee Act (the Act; California Government Code section 66000 and following). The Act sets forth the procedural requirements for establishing and collecting development impact fees. The procedures require that a "reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."[1] Specifically, each local agency imposing a fee must:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

[1] *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

City Policy Affecting Nexus Findings

To better ensure the feasibility of the commercial development contemplated in the WRTP and buildout of the Plan Area as a whole, the City has made a policy decision to adjust the commercial cost allocation factors to be 25 percent of the original factors that were established as measures of the proportional demand generated by each nonresidential development type. The landowners for each of the properties in the Plan Area have agreed through their respective development agreements that in exchange for the consideration of the vested rights granted through the development agreement, and the benefits to the commercial properties and the development as a whole, that the costs allocated to WRTP residential development should be adjusted (i.e., increased) to account for the downward adjustment in the cost allocation factors for commercial properties. These adjustments to the fees have been agreed to by the landowners as a public benefit pursuant to the terms and conditions of their respective development agreements. Consequently, the last nexus finding requiring a "reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed" is made for the Plan Area as a whole, with the acknowledgment that allocations between commercial and residential properties have been modified by agreement between the City and the landowners, pursuant to the terms of the individual development agreements.

Assembly Bill 602

In addition, in 2021, AB 602 amended the requirements that would apply to new or updated impact fees by creating a "standards and practices" section to the Act, codified as Government Code Section 66016.5. This section is both declaratory of previously existing law and added certain new requirements. A new provision that pertains to this report requires that a nexus study "shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development" [66016.5(a)(5)(A)], and "large jurisdictions shall adopt a capital improvement plan as a part of the nexus study" [66016.5(a)(6)]. Although Woodland is not considered a large jurisdiction, the City has prepared a WRTP Capital Improvement Plan that is summarized in **Appendix B** of this Nexus Study.

Water and sewer systems are specifically exempt from the requirements of Section 66016.5. An exemption to the square footage allocation method may be made for other backbone infrastructure if the nexus study makes the following three findings:

- An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.
- An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.
- That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

Section 66016.5 [66016.5(a)(5)(C)] also states that the square footage allocation method "does not prohibit an agency from establishing different fees for different types of developments."

In response to these provisions of AB 602, this Nexus Study makes findings justifying the use of the residential fee land uses summarized above for the various fee components. **Chapter 5** details all required nexus findings. For all fee components, the City has decided to establish separate fees for single family and multifamily units in recognition of different persons per household for these different types of units.

Senate Bill 13 and Accessory Dwelling Units

In addition to the considerations discussed above pursuant to AB 602, a separate piece of legislation, California Senate Bill 13 (SB 13,) passed in 2019, establishes a new system for assessing fees on accessory dwelling units (ADUs). It amended California Government Code Section 65852.2(3)(A)(f)(3) to read:

> "*A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.*"

Based on this section of the California Government Code, any ADU smaller than 750 square feet is exempt from RTIF Program fees. Fees on ADUs larger than 750 square feet require the City to perform the following calculations:

1) Determine the total habitable building square footage of both the proposed ADU and the primary residential unit on the lot on which the ADU is proposed.
   As an example, assume that a primary single family dwelling unit has 2,000 habitable building square feet and the proposed ADU has 1,000 habitable building square feet.

2) Calculate the ADU's habitable building square feet as a percentage of the primary unit's habitable building square feet.
   In the example from step 1), the size of the ADU is 50 percent of the primary residential unit.

3) Identify the RTIF category and fee that would have applied to the primary residential unit. In the RTIF Program, the fee category would differ for the different fee components.
   In the example from step 1), the RTIF category is "Single Family 2,000 sq. ft.—2,999 sq. ft." for Streets and Parks fees and either LDR or MDR for the other fee components.

4) For each fee component, calculate the ADU fees as the percentage from step 2) multiplied by the RTIF for the fee category identified in step 3).
   In the example from step 1), the ADU RTIF for each fee component is 50 percent of the primary unit RTIF.

RTIF Program Implementation and Administration

Implementation

The proposed RTIF Program will be approved by the City through an ordinance establishing and authorizing collection of the fee and a resolution setting the amount of the fees. The RTIF Program will be independent and separate from all other City, Yolo County (County), other agency, or regional development impact fees that will be applicable to WRTP development.

Administration

The City will administer the RTIF Program. The RTIF Program will include a 4 percent planning and administration component to fund RTIF Program administration. The administration component of the RTIF must be paid in cash at the issuance of a building permit to provide the City with funding to administer the RTIF Program, while RTIF credits may be available for the other fee components (as detailed in **Chapter 6**). Administration of the RTIF Program will include the following major tasks:

- Tracking all RTIF Program payments and assignment of fee credits and reimbursements for improvements constructed privately by developers.
- Tracking the progress of construction contracts for RTIF Program improvements.
- Performing annual fee adjustments to account for the inflation of infrastructure and public facilities costs.
- Conducting periodic reviews of development projections, facilities requirements, improvement costs, funding sources, and cost allocation methodologies and making necessary adjustments to the RTIF Program.
- Preparing the required annual and five-year reports on the status of the RTIF Program.

The RTIF Program implementation and administration are detailed in **Chapter 6** of this report. Using its authority to implement the RTIF Program, the City reserves the right to make interpretations, clarifications, or other modifications to the RTIF Program implementation and administration provisions summarized in this Nexus Study, subject to the provisions of the Development Agreements.

Supporting Documents

The following documents produced by or for the City are being prepared in conjunction with this analysis:

- WRTP Specific Plan.
- Development Agreements between the City and each individual WRTP Property Owner.
- Master Reimbursement Agreement between the City and all WRTP Property Owners.
- WRTP Plan Area Specific Plan Public Facilities Financing Plan.
- CIP prepared by CEC. A summary of the CIP is included as **Appendix B** of this report.

Organization of Report

This Nexus Study is organized into the following chapters:

- **Chapter 1** summarizes the proposed RTIF Program.
- **Chapter 2** identifies the land uses that will be subject to the RTIF Program.
- **Chapter 3** details the RTIF Program improvements and costs.
- **Chapter 4** details the cost allocation and fee estimate methodology.
- **Chapter 5** summarizes the nexus findings for each RTIF Program component.
- **Chapter 6** describes RTIF Program implementation and administration.

In addition, the Nexus Study contains the following appendices:

- **Appendix A:** Dwelling Unit Average Size Backup Data.
- **Appendix B:** Summary of WRTP CIP.

2. WRTP Land Uses and Demographics

The WRTP is located on approximately 350 gross acres, with approximately 150 acres planned for residential development and 130 acres planned for nonresidential retail and office development. The remaining WRTP areas are planned for public uses, including parks, trails, greenbelts, other open space, roads, and a school. **Table 2-1** summarizes the planned acres, dwelling units, and nonresidential building square feet by land use. It also includes the average square feet per unit for each residential category. These average square feet were estimated based on building permit data provided by the City, as summarized in **Appendix A**. **Table 2-2** further details the planned acres, dwelling units, and nonresidential building square feet by the specific plan land uses. A total of 1,670 dwelling units and approximately 2.3 million square feet of nonresidential building space are planned in the WRTP. **Map 2-1** depicts the WRTP land use plan.

Demographic Information

Population Summary

Table 2-3 summarizes the estimated population at buildout of the WRTP. For each land use, the population is estimated as the number of dwelling units multiplied by the estimated persons per household (PPH). It is estimated that the WRTP will have a population of approximately 4,300 at buildout. The backup for the PPH factors is provided in **Table 2-4** and **Table 2-5** and detailed in the following section.

Persons per Household and Trips per Household Factors

Persons per household factors are used in the Streets, Parks, and Sewer cost allocations, and trips per household factors are used in the Streets cost allocation. As discussed in **Chapter 1**, in response to the provisions of AB 602, different fee components have different residential fee categories, as summarized below:

Streets and Parks Residential Fee Components

- Single Family <1,000 sq. ft.
- Single Family 1,000 sq. ft.–1,999 sq. ft.
- Single Family 2,000 sq. ft.–2,999 sq. ft.
- Single Family >2,999 sq. ft.
- Multifamily <1,000 sq. ft.
- Multifamily ≥1,000 sq. ft.

Table 2-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
Land Use Summary

Land Use	Density	Building Square Feet per Unit	Buildout		
			Acres	Dwelling Units	Building Square Feet
Source:			*Table 2-2*	*Table 2-2*	*Table 2-2*
Residential	*units per acre*	*avg per unit*			
Low Density [1]	7.1	2,300	87.9	628	
Medium Density [2]	12.7	1,850	41.1	524	
High Density [3]	24.0	990	21.6	518	
Total Residential			**150.6**	**1,670**	
Nonresidential	*FAR*	*per acre*			
Village Center/Community Commercial [4]	0.43	18,930	16.4		310,948
Business Park [5]	0.40	17,424	113.6		1,980,115
Total Nonresidential			**130.1**		**2,291,063**
Public					
Open Space			20.3		
Right of Way			37.9		
School			10.0		
Total Public			**68.2**		
Total			**348.8**	**1,670**	**2,291,063**

Source: Woodland Research and Technology Park Specific Plan; City of Woodland

[1] Includes Low Density and Village Center Low Density.
[2] Includes Medium Density and Village Center Medium Density.
[3] Includes High Density and High Density/Community Commercial (residential part).
[4] Includes Community Commercial, High Density/Community Commercial (commercial part), Village Center Mixed Use, and Village Center Commercial.
[5] Includes Research and Technology Park, Highway Commercial, and Research Flex.

Table 2-2
Woodland Research and Technology Park Development Impact Fee Nexus Study
Land Use Detail

Land Use	Density	Buildout		
		Acres	Dwelling Units	Building Square Feet
Residential	*units per acre*			
Single Family				
Low Density	7.3	74.8	549	
Village Center Low Density	6.0	13.1	79	
Medium Density	13.2	25.5	337	
Village Center Medium Density	12.0	15.6	187	
Subtotal Single Family		**129.0**	**1,152**	
Multifamily				
High Density	24.0	9.7	232	
High Density/Community Commercial (75%/25%)	24.0	11.9	286	
Subtotal Multifamily		**21.6**	**518**	
Total Residential	**11.1**	**150.6**	**1,670**	
Retail/Commercial	*FAR*			
Village Center/Community Commercial				
Community Commercial	0.40	6.8		118,065
High Density/Community Commercial (75%/25%)	0.40	4.0		69,173
Village Center Mixed Use [1]	0.50	4.2		91,040
Village Center Commercial	0.50	1.5		32,670
Business Park				
Research and Technology Park	0.40	69.6		1,212,170
Highway Commercial	0.40	8.2		142,981
Research Flex (Light Industrial)	0.40	35.9		624,964
Total Retail/Commercial		**130.1**		**2,291,063**
Parks and Open Space				
Open Space		11.0		
Village Center Open Space (net of Commercial)		9.3		
Subtotal		**20.3**		
School		**10.0**		
Right of Way		**37.9**		
Total		**348.8**	**1,670**	**2,291,063**

Source: Woodland Research and Technology Park Specific Plan; City of Woodland

[1] Assumes parcel C-VCMDR3 (0.702 acres) develops as village commercial mixed use.

Map 2-1. Land Use Plan

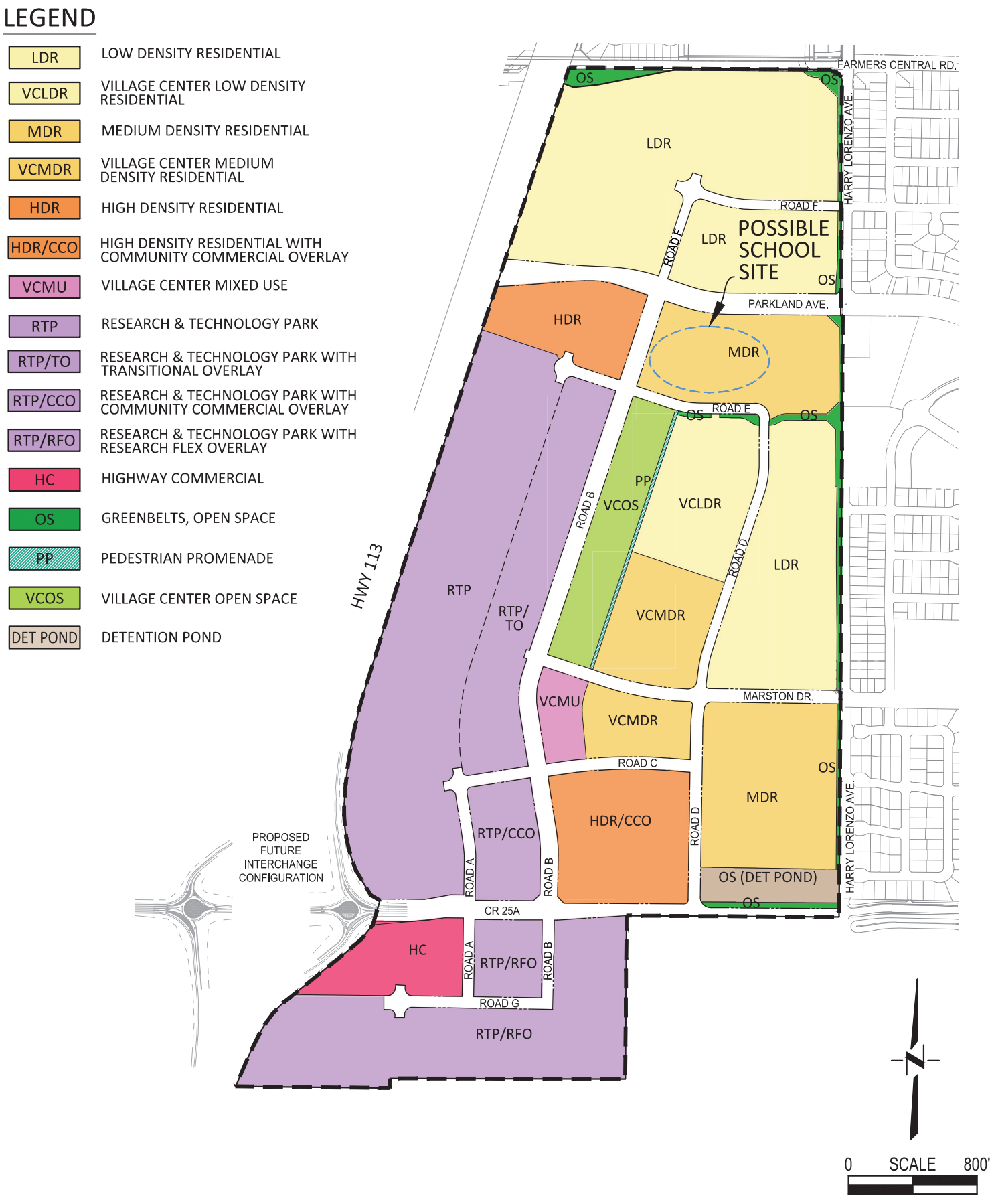


Table 2-3
Woodland Research and Technology Park Development Impact Fee Nexus Study
Estimated Population at Buildout by Land Use Category

Land Use	Dwelling Units	PPH	Population
Source	*Table 2-2*	*Table 2-5*	
Single Family			
Low Density	549	3.09	1,696
Village Center Low Density	79	3.09	244
Medium Density	337	2.39	806
Village Center Medium Density	187	2.39	447
Subtotal Single Family	**1,152**		**3,193**
Multifamily			
High Density	232	2.15	499
High Density/Community Commercial (75%/25%)	286	2.15	615
Subtotal Multifamily	**518**		**1,114**
Total Residential	**1,670**		**4,307**

Source: City of Woodland; EPS; U.S. Census Bureau PUMS data; Solano County Assessor

Table 2-4
Woodland Research and Technology Park Development Impact Fee Nexus Study
Estimated Persons per Household and Trips per Household by Square Foot Range

Average Sq. Ft.	Sq. Ft. Range	Est. Persons per Household [1]	Est. Avg. Daily Trips per Household [2]
Single Family Residential			
1,000	<1000	1.22	4.49
1,500	1,000 to 1,999	2.15	7.26
2,500	**2,000 to 2,999**	**3.33**	**10.49**
3,500	>2,999	4.10	12.82
Multifamily Residential Ranges			
900	**<1000**	**2.15**	**7.26**
1,000	≥1000	2.46	8.06

Source: EPS; U.S. Census Bureau PUMS data; Solano County Assessor; National Household Travel Survey

[1] Persons per household factors are from Vacaville Nexus Study, using the following process:
a. Compile data on PPH by number of bedrooms for homes constructed in Solano and Yolo Counties using U.S. Census Bureau PUMS data.
b. Estimate average square feet by number of bedrooms using Solano County Assessor data for Vacaville.
c. Use interpolation of above data to develop the following equations for the average PPH by square feet per unit:
Single Family: PPH = 2.2979*LN(avg. sq. ft.)-14.651
Multifamily: PPH = 2.9252*LN(avg. sq. ft.)-17.744
d. Use equations to estimate PPH for the average square feet for each square foot range.
[2] See Table 2-6.

Table 2-5
Woodland Research and Technology Park Development Impact Fee Nexus Study
Estimated Population by Square Foot Range and Persons per Household by Unit Type

Sq. Ft. Range	Est. Persons per Household [1]	Percentage [2]			Units				Estimated Population			
		LDR	MDR	HDR	LDR	MDR	HDR	**Total**	LDR	MDR	HDR	**Total**
Single Family												
<1000	1.22	0%	0%	-	0	0	-	**0**	0	0	-	0
1,000 to 1,999	2.15	20%	80%	-	126	419	-	**545**	271	901	-	1,172
2,000 to 2,999	3.33	80%	20%	-	502	105	-	**607**	1,671	350	-	2,021
>2,999	4.10	0%	0%	-	0	0	-	**0**	0	0	-	0
Total		**100%**	**100%**	-	**628**	**524**	-	**1,152**	**1,942**	**1,251**	0	**3,193**
Multifamily												
<1000	2.15	-	-	100%	-	-	518	**518**	-	-	1,114	1,114
≥1000	2.46	-	-	0%	-	-	0	**0**	-	-	0	0
Total		-	-	**100%**	-	-	**518**	**518**	-	-	**1,114**	**1,114**
Total		**100%**	**100%**	**100%**	**628**	**524**	**518**	**1,670**	**1,942**	**1,251**	**1,114**	**4,307**
Average Persons per Household									**3.09**	**2.39**	**2.15**	**2.58**

Source: EPS; City of Woodland

[1] See Table 2-4.
[2] Percentages from City of Woodland.

Storm Drainage, Water, and Sewer Residential Fee Components

- Low Density (LDR)
- Medium Density (MDR)
- High Density (HDR)

Because the Streets and Parks fee categories differ from the Wastewater fee categories, two sets of persons per household factors need to be established: one for the Streets and Parks fee categories, which vary by square foot range, and one for the Wastewater categories, which vary by unit type. In addition, trips per household factors need to be estimated for the Streets fee categories.

The methods for estimating the two sets of persons per household factors and the trips per household factors are detailed in the remainder of this section.

Persons per Household Factors by Square Foot Range

Table 2-4 details the calculation of the single family and multifamily persons per household factors by residential square foot range. The factors were developed using Solano and Yolo County data and the methodology outlined in the steps below. These steps were performed separately for single family and multifamily data, and separate single family and multifamily PPH factors were established for the different unit sizes.

1) Compile US Census Bureau Public Use Microdata Sample (PUMS) data on Solano and Yolo County persons per household by number of bedrooms.

2) Estimate average square feet by number of bedrooms per unit using Solano County Assessor data for the City of Vacaville.

3) Use interpolation of the data in steps 1) and 2) to develop an equation to calculate the average persons per household as a function of the average square feet per unit.

4) For each square foot range, do the following:

    a) Establish the average square feet for the square foot range.

    b) Using the equation from step 3), estimate persons per household for the average square feet. This persons per household factor serves as the estimated persons per household for the square foot range.

Persons per Household Factors by Unit Type

Table 2-5 shows the calculation of the population per household by unit type (LDR, MDR, and HDR). The following steps are taken to estimate the persons per household by unit type:

1) For each unit type, the City estimated the percentage of total units that are attributable to each square foot range. For example, the City estimates that 20 percent of the LDR units are in the Single Family 1,000 sq. ft.–1,999 sq. ft. range, and the remaining 80 percent are in the Single Family 2,000 sq. ft.–2999 sq. ft. range.

2) For each unit type, the percentages from step 1) are multiplied by the total number of units for the unit type to estimate the distribution of the units by square foot range.

3) For each unit type, the units by square foot range are multiplied by the persons per household for the square foot range to estimate population by unit type and square foot range. These population estimates are summed for each unit type to estimate total population by unit type.

4) The total population by unit type is divided by the total units by unit type to arrive at persons per household by unit type.

Trips per Household Factors by Square Foot Range

Table 2-6 details the calculation of the single family and multifamily daily trips per household for each Streets fee category (square foot range). The steps to develop the factors are outlined below:

1) Obtain 2017 National Household Travel Survey on average daily trips per household for standard household sizes (1 to 5 persons). These factors are shown in the top part of **Table 2-6**.

2) Record the persons per household factors from **Table 2-4** for each fee category.

3) Use linear interpolation of the National Household Travel Survey trips per household by household size to estimate the trips per household for each persons per household factor recorded in step 2).

Table 2-6
Woodland Research and Technology Park Development Impact Fee Nexus Study
Estimated Trips per Household by Household Size

Square Foot Range	Persons per Household	Average Daily Trips per Household
National Household Travel Survey Data		
	1.00	3.82
	2.00	6.88
	3.00	9.44
	4.00	12.61
	5.00	14.72
Average Household Size by Square Foot Range [1]		
Single Family		
< 1,000 sq. ft.	1.22	4.49
1,000 to 1,999 sq. ft.	2.15	7.26
2,000 to 2,999 sq. ft	3.33	10.49
> 2,999 sq. ft.	4.10	12.82
Multifamily		
<1000 sq. ft.	2.15	7.26
≥1000 sq. ft.	2.46	8.06

Source: 2017 National Household Travel Survey - California data; EPS

[1] Average PPH by square foot range from Table 2-4. Average daily trips per household estimated by linear interpolation of National Household Travel Survey Data.

3. Infrastructure and Public Facilities

This chapter summarizes the WRTP planned backbone infrastructure and public facilities (public improvements) and related costs and funding sources, which are based on the WRTP CIP prepared by CEC. A summary of the CIP is included as **Appendix B** of this Nexus Study. The following types of public improvements are included in the CIP:

- Streets
- Storm Drainage
- Water
- Sewer
- Parks and Open Space

Capital Improvement Program

Table 3-1 summarizes the CIP improvements, costs and funding sources. As detailed in **Appendix B**, the CIP contains approximately $129.3 million in backbone infrastructure and public facilities construction, land acquisition, utilities, and agricultural and habitat mitigation costs. In addition, the City has included an interchange contingency cost of approximately $1.5 million, for a total cost of $130.8 million. All costs are expressed in 2023 dollars. The CIP costs are anticipated to be funded by a variety of sources, including the RTIF Program, developers, the City, future planning areas (SP-1B and SP-1C), the SLSP, and other as yet unidentified sources.

RTIF Program Costs

Table 3-2 summarizes the RTIF Program improvements and costs. In addition to the construction costs, the Streets, Storm Drainage and Parks and Open Spaces improvement categories also include land acquisition, agricultural mitigation, and habitat conservation plan (HCP) costs. The agricultural mitigation and HCP costs are required to mitigate for the loss of agricultural and habitat land because of using the land for infrastructure, parks and greenways. The Water and Sewer improvements are located within the streets, so the land acquisition and associated agricultural mitigation and HCP costs are included in the Streets costs.

The RTIF Program also includes an Administration component that is calculated as four percent of all other RTIF Program costs. The RTIF Program includes approximately $95.2 million in improvement costs and $3.8 million in administration costs, for a total of $99.0 million, with the remaining $35.6 million funded by other sources. The RTIF Program improvements and costs are discussed in the remainder of this chapter.

Table 3-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
Backbone Infrastructure and Public Facilities Cost Summary

Item	Total	RTIF	Other Sources					
			Developer	City	SP-1B/1C	SLSP	Other	Subtotal
Streets								
Land Allocation	$2,908,000	$1,828,000	$538,000	$0	$542,000	$0	$0	$1,080,000
Ag Mitigation and HCP Costs	$992,000	$992,000	$0	$0	$0	$0	$0	$0
Right of Way & Utilities - SR 113/Hwy 25A	$195,000	$132,000	$0	$63,000	$0	$0	$0	$63,000
Construction	$65,501,000	$44,300,000	$8,839,000	$3,365,000	$5,982,000	$3,015,000	$0	$21,201,000
CR 25A/Hwy 113 Interchange Contingency	$1,450,000	$1,450,000	$0	$0	$0	$0	$0	$0
Total Streets	**$71,046,000**	**$48,702,000**	**$9,377,000**	**$3,428,000**	**$6,524,000**	**$3,015,000**	**$0**	**$22,344,000**
Storm Drainage								
Land Allocation	$648,000	$648,000	$0	$0	$0	$0	$0	$0
Ag Mitigation and HCP Costs	$175,000	$175,000	$0	$0	$0	$0	$0	$0
Construction	$20,018,000	$10,515,000	$2,012,000	$0	$0	$0	$7,491,000	$9,503,000
Total Storm Drainage	**$20,841,000**	**$11,338,000**	**$2,012,000**	**$0**	**$0**	**$0**	**$7,491,000**	**$9,503,000**
Water	**$5,228,000**	**$4,343,000**	**$375,000**	**$510,000**	**$0**	**$0**	**$0**	**$885,000**
Sewer	**$3,549,000**	**$1,879,000**	**$1,131,000**	**$539,000**	**$0**	**$0**	**$0**	**$1,670,000**
Parks and Open Space								
Land Allocation	$2,035,000	$2,035,000	$0	$0	$0	$0	$0	$0
Ag Mitigation and HCP Costs	$273,000	$273,000	$0	$0	$0	$0	$0	$0
Construction	$27,811,000	$26,638,000	$0	$0	$0	$1,173,000	$0	$1,173,000
Total Parks and Open Space	**$30,119,000**	**$28,946,000**	**$0**	**$0**	**$0**	**$1,173,000**	**$0**	**$1,173,000**
Total Improvements	**$130,783,000**	**$95,208,000**	**$12,895,000**	**$4,477,000**	**$6,524,000**	**$4,188,000**	**$7,491,000**	**$35,575,000**

Source: Cunningham Engineering; City of Woodland

Table 3-2
Woodland Research and Technology Park Development Impact Fee Nexus Study
RTIF Costs

Item	RTIF Program Cost [1]			
	Construction	Land Acquisition	Ag Mitigation and HCP Costs	**Total**
Improvement Costs				
Streets [2]	$45,882,000	$1,828,000	$992,000	**$48,702,000**
Storm Drainage	$10,515,000	$648,000	$175,000	**$11,338,000**
Water	$4,343,000	$0	$0	**$4,343,000**
Sewer	$1,879,000	$0	$0	**$1,879,000**
Parks and Open Space	$26,638,000	$2,035,000	$273,000	**$28,946,000**
Total Improvement Costs	**$89,257,000**	**$4,511,000**	**$1,440,000**	**$95,208,000**
RTIF Program Administration (4%)				$3,808,320
Total RTIF Costs				**$99,016,320**

Source: Cunningham Engineering; City of Woodland

[1] See Table 3-1 for cost details.
[2] Street construction costs differ from costs on Table B-1 because this table includes a $1.45 million interchange contingency that is not included in the CIP costs shown in Table B-1.

Streets

The RTIF Program includes a total of $48.7 million in land acquisition, right of way and utilities, agricultural mitigation and HCP, and construction costs for street improvements. The improvements below are included in the RTIF Program and are briefly described in the remainder of this section:

- County Road 25A
- Parkland Avenue
- Main Internal Roadways
- Road B
- State Route 113 (Highway 113) and County Road 25A Interchange

County Road 25A

County Road 25A (CR 25A) will be the primary entryway to the WRTP. The RTIF Program includes construction of the section of CR 25A from Highway 113 on the west to Harry Lorenzo Avenue on the east. There will be a signalized intersection at Road B and CR 25A that will serve as the main entryway to the WRTP.

Parkland Avenue

Parkland Avenue is the principal arterial street within the WRTP. The RTIF Program includes funding for the extension of Parkland Avenue from Harry Lorenzo Avenue on the east side of the WRTP to the future Parkland Avenue Overcrossing on the west side of the WRTP. The earthen abutment and road section are included in the RTIF Program, but the overcrossing structure is the responsibility of SP-1B.

Main Internal Roads

The RTIF Program includes construction of the main internal collector streets. These streets are designed to connect different parts of the WRTP and provide access into and out of the project. These roads are partially reimbursable through the RTIF program.

Road B

Road B is a minor arterial street that serves as the main north to south road linking different areas of the WRTP. All intersections on Road B will be signalized and include enhanced pavement, landscaping, and aesthetic features. Road B includes a mobility hub that will serve as a point of arrival or departure for employees and residents traveling to, from, and within the WRTP by different transportation modes.

Highway 113 and County Road 25A Interchange (Double Roundabout Option)

Interchange improvements at Highway 113 and CR 25A include ramp improvements and the construction of roundabouts on both the east and west sides of the interchange. Funding for a portion of the costs is included in the RTIF

Program, with the remainder of the funding to be provided by the City and the SLSP.

Storm Drainage

The RTIF Program includes a total of $11.3 million in land acquisition, agricultural migration and HCP, and construction costs for on-site and off-site storm drainage improvements.

On-site improvements consist of a system of collection and conveyance facilities located in and adjacent to collector and arterial streets and in greenbelt corridors. The improvements located in and adjacent to the streets will be partially funded through the RTIF Program, with developers also contributing to the funding. The improvements in greenbelt corridors will be totally funded by the RTIF Program.

Off-site improvements consist of upgrades to the recently constructed South Regional Pump Station. The RTIF Program will fund a pro rata share of the offsite improvements based on the benefit received by the WRTP, with the rest of the funding to be provided by other developments that will also benefit from the improvements.

Water

The RTIF Program includes a total of $4.3 million in construction costs for water improvements. Water facilities consist of the pipelines needed to connect to existing transmission mains and distribute water throughout the WRTP. These pipelines will be located within the right-of-way of public streets. The majority of these improvements will be funded through the RTIF Program, with the developers and the City also providing some funding.

Sewer

The RTIF Program includes a total of $1.9 million in construction costs for on-site and off-site sewer improvements.

On-site improvements consist of a system of collection and conveyance facilities located in and adjacent to internal streets. These improvements will be partially funded through the RTIF Program, with developers also contributing to the funding.

Off-site improvements include upgrades to the existing SLSP pump station. The RTIF Program will partially fund the upgrades, with the City providing the rest of the funding.

Parks and Open Space

The RTIF Program includes a total of $28.9 million in land acquisition, agricultural mitigation and HCP, and construction costs for parks and open space. The planned parks and open space system includes parks, open space, and greenbelts throughout the WRTP. The land use plan includes an 11.6-acre neighborhood park to serve the WRTP and 6.0 acres of open space and greenbelts. The Parks and Recreation improvements will be mostly funded through the RTIF Program, with the SLSP contributing approximately $1.2 million of funding.

4. Cost Allocation Methodology and Fee Calculation

For each improvement type, the RTIF is estimated by allocating the RTIF Program costs (detailed in the previous chapter) to the various land uses based on each land use's relative demand for and benefit received from the improvement type. Recall from **Chapter 1** that to comply with the requirements in AB 602, the residential land use categories for Streets and Parks are based on ranges of unit square feet, while the residential land use categories for the other fee components are based on the type of unit.

Table 4-1 provides a cost allocation summary and fee estimate. The fee components consist of five backbone infrastructure and public facilities components, as well as an Administration component. For each residential and commercial land use, the backbone infrastructure and public facilities component fees are established by a cost allocation methodology, while the Administration fees are established as four percent of the total of the other fees. Although the residential land use categories vary for the different fee components, the cost allocation and fees for all fee components will be charged per residential unit or commercial acre. The commercial fees are also shown on a per building square foot basis for informational purposes.

The general steps to allocate the costs and estimate the fees for each backbone infrastructure and public facilities fee component are outlined below:

1) Determine the RTIF Program costs. These costs were detailed in the previous chapter.

2) Determine the Dwelling Unit Equivalent (DUE) factor for each land use that serves as a measure of demand placed on the improvement relative to the demand of either a "Low Density" dwelling unit (for Storm Drainage, Water, and Sewer fees) or a "Single Family 2,000 sq. ft.–2,999 sq. ft." dwelling unit (for Streets and Parks fees).

3) For the commercial uses, adjust the DUE factor to be 25 percent of the factor from step 2). These adjusted DUE factors reflect the agreement of the parties to lower the fees for commercial uses and to allocate the costs as contemplated and agreed to pursuant to the development agreements with each of the landowners.

Table 4-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
RTIF Program Fee Summary (2023$)

Land Use Category	Streets	Parks	Storm Drainage	Water	Sewer	Subtotal	Admin.	Total
Source	*Table 4-4*	*Table 4-12*	*Table 4-6*	*Table 4-8*	*Table 4-10*		*Table 3-1*	
Percentage							*4.00%*	
Residential by Land Use				*per unit*				
Low Density (LDR)	-	-	$6,952	$2,907	$1,176	**$11,036**	$441	**$11,477**
Medium Density (MDR)	-	-	$4,742	$2,475	$910	**$8,127**	$325	**$8,452**
High Density (HDR)	-	-	$3,085	$1,759	$819	**$5,663**	$227	**$5,890**
Residential by Square Foot Range								
Single Family (LDR and MDR)				*per unit*				
< 1,000 sq. ft.	$12,800	$8,199	-	-	-	**$20,999**	$840	**$21,839**
1,000 to 1,999 sq. ft.	$20,696	$14,450	-	-	-	**$35,146**	$1,406	**$36,552**
2,000 to 2,999 sq. ft	$29,904	$22,380	-	-	-	**$52,284**	$2,091	**$54,375**
> 2,999 sq. ft.	$36,547	$27,555	-	-	-	**$64,102**	$2,564	**$66,666**
Multifamily (HDR)								
< 1,000 sq. ft.	$12,256	$14,450	-	-	-	**$26,705**	$1,068	**$27,773**
≥1000 sq. ft.	$13,606	$16,533	-	-	-	**$30,139**	$1,206	**$31,345**
Residential for Average Unit Size				*per unit*				
Low Density (2,300 sq. ft.)	$29,904	$22,380	$6,952	$2,907	$1,176	**$63,321**	$2,533	**$65,854**
Medium Density (1,850 sq. ft.)	$20,696	$14,450	$4,742	$2,475	$910	**$43,273**	$1,731	**$45,004**
High Density (990 sq. ft.)	$12,256	$14,450	$3,085	$1,759	$819	**$32,368**	$1,295	**$33,663**
Commercial [1]				*per acre*				
Village Center/Community Commercial	$189,072	N/A	$22,213	$2,580	$2,596	**$216,461**	$8,658	**$225,119**
Business Park	$86,378	N/A	$22,213	$2,346	$1,731	**$112,667**	$4,507	**$117,174**
Commercial [1]				*per bldg. sq. ft.*				
Village Center/Community Commercial	$9.99	N/A	$1.17	$0.14	$0.14	**$11.43**	$0.46	**$11.89**
Business Park	$4.96	N/A	$1.27	$0.13	$0.10	**$6.47**	$0.26	**$6.73**

Source: City of Woodland; EPS

[1] Commercial fees will be charged per gross developable acre. The amount per bldg. sq. ft. is shown for informative purposes only.

4) For each land use, multiply the DUE factor by the number of units (dwelling units or commercial bldg. sq. ft.) and sum across land uses to derive the total DUEs.

5) Calculate the cost per DUE as the total cost divided by the total DUEs.

6) For each land use, calculate the cost per unit or building square foot as the DUE factor multiplied by the cost per DUE.

7) For the commercial land uses, convert the cost per building square foot to a cost per acre by applying the floor area ratio.

Cost Allocation by Component

As outlined above, DUE factors are used to allocate improvement costs to each land use based on the land use's demand placed on an improvement type relative to the demand from a single-family unit. The remainder of this chapter summarizes the DUE factors and details the cost allocation for each backbone infrastructure and public facilities fee component.

Streets

DUE Factors

The streets DUE factors are established using daily vehicle miles traveled (VMT) to measure relative demand for roadway infrastructure by land use. The DUE factors by land use are calculated as the estimated VMT per household relative to the VMT per household for a "Single Family 2,000 sq. ft.–2,999 Sq. Ft." unit.

Residential Factors

Residential VMT factors are established using a two-part process. Original VMT factors for each land use are calculated as a combination of the estimated PM Peak Hour trips, average trip length, and percentage of trips considered to be newly originated trips. Each VMT factor is then adjusted by a trip factor based on daily trips per household that scales the VMT up or down depending on number of persons per household for the different unit size categories. The calculation of the estimated daily trips per household for each residential fee category was detailed in **Chapter 2**.

Commercial Factors

As with the residential factors, original commercial VMT factors for each land use are calculated as a combination of the estimated PM Peak Hour trips, average trip length, and percentage of trips considered to be newly originated trips. These VMT factors are then adjusted to be 25 percent of the original factors to reflect the lowering of the fees for commercial uses as agreed to pursuant to the development agreements with each of the landowners.

Table 4-2 summarizes the VMT factors adjustments described above and the calculation of the final DUE factors. **Table 4-3** provides the backup for the original VMT factors.

Cost Allocation

Table 4-4 details the streets cost allocations using the road costs established in the previous chapter, the DUE factors from **Table 4-2**, and the methodology outlined at the beginning of this chapter.

Storm Drainage

DUE Factors

Table 4-5 details the storm drainage DUE factors. The DUE factors are established using runoff estimates, as measured by impervious surface factors, to estimate relative demand for storm drainage improvements by land use. The DUE factors by land use are calculated as the impervious surface percentage per acre relative to the impervious surface percentage for a low-density single-family acre. The impervious surface factors per acre were obtained from the City of Woodland Storm Drainage Master Plan. For commercial uses, the DUE factors are adjusted to be 25 percent of the original factors to reflect the agreement to lower the fees for commercial uses as prescribed in the development agreements with each of the landowners.

Cost Allocation

Table 4-6 details the storm drainage cost allocation using the storm drainage costs established in the previous chapter, the DUE factors from **Table 4-5**, and the methodology outlined at the beginning of this chapter.

Water

DUE Factors

Table 4-7 details the water DUE factors. The DUE factors are established using maximum daily water usage, as measured in gallons per minute (GPM) and obtained from the City Water Master Plan, to estimate relative demand for water facilities by land use. The DUE factors by land use are calculated as the GPM per unit (residential dwelling unit or commercial building square foot) relative to the GPM for a low-density single-family unit. For commercial uses, the DUE factors are adjusted to be 25 percent of the original factors to reflect the agreement to lower the fees for commercial uses as prescribed in the development agreements with each of the landowners.

Cost Allocation

Table 4-8 details the water cost allocation using the water costs established in the previous chapter, the DUE factors from **Table 4-7**, and the methodology outlined at the beginning of this chapter.

Table 4-2
Woodland Research and Technology Park Development Impact Fee Nexus
Dwelling Unit Equivalent Factors - Streets Improvements

Land Use Category	Trips per Household	Residential Trip Factor	VMT per Unit/1,000 Sq. Ft.		Street DUEs		
			Original	Adjusted	DUE Factor	Units/ Sq. Ft.	Total DUEs
Source	*Table 2-4*		*Table 4-3*			*Table 2-5*	
Formula	*A*	*B*	*C*	*D=B*C*	*E=D/D for Single Fam 2,000-2,999 sq. ft.*	*F*	*E*F*
Residential							
Single Family Residential		*A/A for 2,000-2,999 sq. ft.*					
< 1,000 sq. ft.	4.49	0.43	3.87	1.66	0.43	0	0
1,000 to 1,999 sq. ft.	7.26	0.69	3.87	2.68	0.69	545	377
2,000 to 2,999 sq. ft	**10.49**	**1.00**	3.87	3.87	1.00	607	607
> 2,999 sq. ft.	12.82	1.22	3.87	4.73	1.22	0	0
Subtotal						**1,152**	**984**
Multifamily Residential		*A/A for <1,000 sq. ft.*					
< 1,000 sq. ft.	**7.26**	**1.00**	1.59	1.59	0.41	518	212
≥1000 sq. ft.	8.06	1.11	1.59	1.76	0.45	0	0
Subtotal						**518**	**212**
Commercial							
Commercial Weighting Factor				*D=C*25%*			
Village Center/Community Commercial	-	-	5.17	1.29	0.33	310,948	104
Business Park	-	-	2.56	0.64	0.17	1,980,115	328
Subtotal						**2,291,063**	**432**
Total							**1,629**

Source: City of Woodland; EPS

Table 4-3
Woodland Research and Technology Park Development Impact Fee Nexus Study
VMT Factor - Street Improvements

Land Use Category	Dwelling Units/ Bldg. Sq. Ft.	Vehicle Miles Travelled (VMT) PM Peak Hour Trip Rate [1]	Trip Length (Miles) [2]	Percentage of New Trips [3]	Per Unit / 1,000 Bldg. Sq. Ft.
Source	*Table 2-1*				
Formula	*A*	*B*	*C*	*D*	*E=B*C*D*
Residential		*per unit*			
Low Density	628	1.22	3.17	100%	3.87
Medium Density	524	1.22	3.17	100%	3.87
High Density	518	0.50	3.17	100%	1.59
Commercial		*per 1,000 bldg. sq. ft.*			
Commercial Weighting Factor					
Village Center/Community Commercial	310,948	3.81	1.91	71%	5.17
Business Park	1,980,115	1.15	2.23	100%	2.56
Total					

Sources: City of Woodland; Fehr & Peers; EPS.; National Travel Household Survey.
The City provided the PM peak hour trip rates. Fehr & Peers provided the trip length and percent new trips data.

[1] The single family PM peak hour trip rates are from the City Travel Demand Model. The trip rates for the remainder of the land uses are from the *ITE Trip Generation Manual, 10th Edition, ITE, 2017:*
- Single Family: Derived from City of Woodland Travel Demand Model.
- Multifamily: Average of Multifamily Low-Rise (ITE Code 220) and Multifamily Mid-Rise (ITE Code 221).
- Village Center/Community Commercial: Shopping Center (ITE Code 820).
- Business Park: General Office Building (ITE Code 710).

[2] Estimated using City of Woodland Travel Demand Model.
[3] Average percent new trips from *ITE Trip Generation Manual, 11th Edition, ITE, 2021*.

Table 4-4
Woodland Research and Technology Park Development Impact Fee Nexus Study
Infrastructure Cost Allocation - Streets Improvements

Item	DUE Factor	Amount	FAR	Cost per Nonres. Acre
Formula	*A*	*B*		
Cost per DUE				
Total Cost		$48,702,000		
Total DUEs		1,629		
Cost per DUE		$29,904		
Cost per Unit				
Single Family Residential				
< 1,000 sq. ft.	0.43	$12,800		
1,000 to 1,999 sq. ft.	0.69	$20,696		
2,000 to 2,999 sq. ft	1.00	**$29,904**		
> 2,999 sq. ft.	1.22	$36,547		
Multifamily Residential				
< 1,000 sq. ft.	0.41	$12,256		
≥1000 sq. ft.	0.45	$13,606		
Commercial	*per 1,000 sq. ft.*			
Village Center/Community Commercial	0.33	$9.99	0.43	$189,072
Business Park	0.17	$4.96	0.40	$86,378

Source: City of Woodland; EPS

Table 4-5
Woodland Research and Technology Park Development Impact Fee Nexus Study
Dwelling Unit Equivalent Factors - Storm Drainage Improvements

Land Use Category	Runoff Coefficient per Acre [1]	Density	Runoff Coefficient per Unit/1,000 Bldg. Sq. Ft. [1]	DUE Factor
Source		*Table 2-1*		
Formula	*A*	*B*	*C=A/B*	*D=C/C for SF-LD*
Residential		*units per acre*	*per unit*	
Low Density	0.50	7.1	0.070	1.000
Medium Density	0.61	12.7	0.048	0.682
High Density	0.75	24.0	0.031	0.444
Formula	*A*	*B*	*C=A/(43,560*B)*1,000*	*D=C/C for SF-LD*
Commercial		*far*	*per 1,000 bldg. sq. ft.*	
Commercial Weighting Factor				*25%*
Village Center/Community Commercial	0.90	0.43	0.05	0.17
Business Park	0.90	0.40	0.05	0.18

Source: City of Woodland; EPS

[1] Impervious area percentage; based on the 2006 City of Woodland Storm Drainage Facilities Master Plan.

Table 4-6
Woodland Research and Technology Park Development Impact Fee Nexus Study
Infrastructure Cost Allocation - Storm Drainage Improvements

Land Use Category	Acres	Dwelling Units/ Bldg. Sq. Ft.	DUE Factor	Total DUEs	Percentage Allocation	Cost Allocation	Cost per Unit or Bldg. Sq. Ft.	Cost per Acre
Formula		*A*	*B*	*C=A*B*	*D=C/Total C*	*E=D*Total E*	*E/A*	
Residential		*units*	*per unit*					
Low Density		628	1.00	628	38.5%	$4,366,048	$6,952	
Medium Density		524	0.68	357	21.9%	$2,484,704	$4,742	
High Density		518	0.44	230	14.1%	$1,598,075	$3,085	
Subtotal Residential		**1,670**		**1,215**	**74.5%**	**$8,448,827**		
Formula	*A*	*B*	*C*	*D=B*C/1,000*	*E=D/Total D*	*F=E*Total F*	*F/B*	*F/A*
Commercial		*bldg. sq. ft.*	*per 1,000 sq. ft.*					
Village Center/Community Commercial	16.4	310,948	0.17	52	3.2%	$364,864	$1.17	$22,213
Business Park [1]	113.6	1,980,115	0.18	363	22.3%	$2,524,309	$1.27	$22,213
Subtotal Commercial	**130.1**	**2,291,063**		**416**	**25.5%**	**$2,889,173**		
Total				**1,631**	**100.0%**	**$11,338,000**		

Source: City of Woodland; EPS

[1] Includes Research and Technology Park and Highway Commercial.

Table 4-7
Woodland Research and Technology Park Development Impact Fee Nexus Study
Dwelling Unit Equivalent Factors - Water Improvements

Land Use Category	Max Day Water Demand per Acre [1] [2]	Density	Max Day Water Demand (gal) per Unit/1,000 Sq. Ft.	DUE Factor
Source		*Table 2-1*		
Formula	*A*	*B*	*C=A/B*	*D=C/C for SF-LD*
Residential		*units per acre*	*per unit*	
Low Density	6,970	7.1	982	1.00
Medium Density	10,613	12.7	836	0.85
High Density	14,256	24.0	594	0.61
Formula	*A*	*B*	*C=A/(43,560*B)*1,000*	*D=C/C for SF-LD*
Commercial		*far*	*per 1,000 bldg. sq. ft.*	
Commercial Weighting Factor				*25%*
Village Center/Community Commercial	3,485	0.43	184	0.05
Business Park	3,168	0.40	182	0.05

Source: City of Woodland; EPS

[1] Based on the 1999 Water Master Plan, Water System Model, Tables 2-2 and 3-1.
Example: (GPM/Gross Acre) x 2.2 (Max Day Peaking Factor) x 60 Min/Hr x 24 Hr/Day = 6970 GPD per Acre.
[2] Value for Medium Density = average of Low Density and High Density values.

Table 4-8
Woodland Research and Technology Park Development Impact Fee Nexus Study
Infrastructure Cost Allocation - Water Improvements

Land Use Category	Acres	Dwelling Units/ Bldg. Sq. Ft.	DUE Factor	Total DUEs	Percentage Allocation	Cost Allocation	Cost per Unit or Bldg. Sq. Ft.	Cost per Acre
Formula		*A*	*B*	*C=A*B*	*D=C/Total C*	*E=D*Total E*	*E/A*	
Residential		*units*	*per unit*					
Low Density		628	1.00	628	42.0%	$1,825,876	$2,907	
Medium Density		524	0.85	446	29.9%	$1,296,889	$2,475	
High Density		518	0.61	313	21.0%	$911,283	$1,759	
Subtotal Residential		**1,670**		**1,387**	**92.9%**	**$4,034,049**		
Formula	*A*	*B*	*C*	*D=B*C/1,000*	*E=D/Total D*	*F=E*Total F*	*F/B*	*F/A*
Commercial		*bldg. sq. ft.*	*per 1,000 sq. ft.*					
Village Center/Community Commercial	16.4	310,948	0.05	15	1.0%	$42,385	$0.14	$2,580
Business Park [1]	113.6	1,980,115	0.05	92	6.1%	$266,566	$0.13	$2,346
Subtotal Commercial	**130.1**	**2,291,063**		**106**	**7.1%**	**$308,951**		
Total				**1,494**	**100.0%**	**$ 4,343,000**		

Source: City of Woodland; EPS

[1] Includes Research and Technology Park and Highway Commercial

Sewer

DUE Factors

Table 4-9 details the sewer DUE factors. The DUE factors are established using average daily sewage generation, as measured in daily gallons per person for residential uses and daily gallons per acre for commercial uses and provided by the City, to estimate relative demand for sewer facilities by land use. The DUE factors by land use are calculated as the daily sewage gallons per unit (residential dwelling unit or commercial building square foot) relative to the daily sewage gallons for a low-density single-family unit. For commercial uses, the DUE factors are adjusted to be 25 percent of the original factors to reflect the agreement to lower the fees for commercial uses as prescribed in the development agreements with each of the landowners.

Cost Allocation

Table 4-10 details the sewer cost allocation using the water costs established in the previous chapter, the DUE factors from **Table 4-9**, and the methodology outlined at the beginning of this chapter.

Parks and Open Space

DUE Factors

Table 4-11 details the parks and open space DUE factors. The DUE factors are established using population, as measured by persons per household, to estimate relative demand for parks and open space by land use. The DUE factors by residential land use are calculated as the estimated persons per household relative to the persons per household for a "Single Family 2,000 sq. ft.–2,999 Sq. Ft." unit. The calculation of the estimated daily persons per household for each residential fee category was detailed in **Chapter 2**. Parks and open space costs are not allocated to commercial development, as the parks and open space system is primarily planned to serve the residents of the WRTP.

Cost Allocation

Table 4-12 details the parks and open space cost allocations using the Parks and Open Space costs established in the previous chapter, the DUE factors from **Table 4-11**, and the methodology outlined at the beginning of this chapter.

Table 4-9
Woodland Research and Technology Park Development Impact Fee Nexus Study
Dwelling Unit Equivalent Factors - Sewer Improvements

Land Use Category	Sewer Demand Land Use	Persons per Household	FAR	Gallons per Acre [1]	Gallons per Person [2]	Gallons per Unit/ 1,000 sq. ft.	DUE Factor
Source		*Table 2-1*					
Formula		*A*			*B*	*C=A*B*	*D=C/C for SF-LD*
Residential						*per unit*	
Low Density	Residential	3.09			55	170.0	1.00
Medium Density	Residential	2.39			55	131.5	0.77
High Density	Residential	2.15			55	118.3	0.70
Formula			*A*	*B*		*C=B/(A*43,560)*1,000*	*D=C/C for SF-LD*
Commercial						*per 1,000 bldg. sq. ft.*	
Commercial Weighting Factor							*25%*
Village Center/Community Commercial	Other Commercial		0.43	1,500		79.2	0.1166
Business Park	Business Park		0.40	1,000		57.4	0.0844

Source: City of Woodland; WRTP Specific Plan - Public Review Draft (November 2020); Cunningham Engineering; EPS

[1] Based on the technical report evaluating General Plan impacts on the City's Water Pollution Control Facility, prepared by Nexgen Utility Management January 2015, Table 3-3.
[2] From City of Woodland.

Table 4-10
Woodland Research and Technology Park Development Impact Fee Nexus Study
Infrastructure Cost Allocation - Sewer Improvements

Land Use Category	Acres	Dwelling Units/ Bldg. Sq. Ft.	DUE Factor	Total DUEs	Percentage Allocation	Cost Allocation	Cost per Unit or Bldg. Sq. Ft.	Cost per Acre
Formula		*A*	*B*	*C=A*B*	*D=C/Total C*	*E=D*Total E*	*E/A*	
Residential		*units*	*per unit*					
Low Density		628	1.00	628	39.3%	$738,832	$1,176	
Medium Density		524	0.77	405	25.4%	$476,823	$910	
High Density		518	0.70	360	22.6%	$424,029	$819	
Subtotal Residential		**1,670**		**1,394**	**87.3%**	**$1,639,685**		
Formula	*A*	*B*	*C*	*D=B*C/1,000*	*E=D/Total D*	*F=E*Total F*	*F/B*	*F/A*
Commercial		*bldg. sq. ft.*	*per 1,000 sq. ft.*					
Village Center/Community Commercial	16.4	310,948	0.1166	36	2.3%	$42,641	$0.14	$2,596
Business Park [1]	113.6	1,980,115	0.0844	167	10.5%	$196,674	$0.10	$1,731
Subtotal Commercial	**130.1**	**2,291,063**		**203**	**12.7%**	**$239,315**		
Total				**1,597**	**100.0%**	**$1,879,000**		

Source: City of Woodland; EPS

[1] Includes Research and Technology Park and Highway Commercial

Table 4-11
Woodland Research and Technology Park Development Impact Fee Nexus Study
Dwelling Unit Equivalent Factors - Parks and Open Space Improvements

Land Use Category	Persons per Household	DUE Factor
Source	*Table 2-4*	
Formula	*A*	*A / A for 2,000 to 2,999 sq. ft.*
Single Family Residential		
< 1,000 sq. ft.	1.22	0.37
1,000 to 1,999 sq. ft.	2.15	0.65
2,000 to 2,999 sq. ft	**3.33**	1.00
> 2,999 sq. ft.	4.10	1.23
Multifamily Residential		
< 1,000 sq. ft.	2.15	0.65
≥1000 sq. ft.	2.46	0.74
Commercial [1]		
Village Center/Community Commercial	N/A	N/A
Business Park	N/A	N/A

Source: City of Woodland; EPS

[1] Commercial development not charged park fee.

Table 4-12
Woodland Research and Technology Park Development Impact Fee Nexus Study
Infrastructure Cost Allocation - Parks and Open Space Improvements

Item	Persons per Household	DUE Factor	Amount
Cost per DUE			
Total Cost			$28,946,000
Total Population			4,307
Cost per Resident			$6,721
Cost per DUE	**3.33**		**$22,380**
Formula	*A*	*B=A/A for 2,000-2,999 sq. ft.*	*B*$22,380*
Cost per Unit			
Single Family Residential			
< 1,000 sq. ft.	1.22	0.37	$8,199
1,000 to 1,999 sq. ft.	2.15	0.65	$14,450
2,000 to 2,999 sq. ft	**3.33**	**1.00**	**$22,380**
> 2,999 sq. ft.	4.10	1.23	$27,555
Multifamily Residential			
< 1,000 sq. ft.	2.15	0.65	$14,450
≥1000 sq. ft.	2.46	0.74	$16,533

Source: City of Woodland; EPS

5. Nexus Findings

This report has been prepared to establish the RTIF Program fees in accordance with the procedural guidelines established in the Mitigation Fee Act, which are codified in California Government Code (CGC) Section 66000 et. seq. The Mitigation Fee Act sets forth the procedural requirements for establishing and collecting development impact fees.

In particular, CGC Section 66001 includes specific requirements for establishing a reasonable relationship or nexus between the development impact fee, and CGC Section 66016.5 (added in 2021 to address the newly enacted AB 602) includes additional requirements for development impact fees. The remainder of this chapter addresses the requirements of CGC Section 66001 and CGC Section 66016.5.

California Government Code Section 66001

CGC Section 66001 requires that a "reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."[2] Specifically, each local agency imposing a development impact fee must make the following findings:

- Identify the purpose of the fee.
- Identify how the fee is to be used.
- Determine how a reasonable relationship exists between the fee's use and the type of development project on which the fee is imposed.
- Determine how a reasonable relationship exists between the need for the public facility and the type of development project on which the fee is imposed.
- Demonstrate how a reasonable relationship exists between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

This section details these findings for each RTIF Program component that is addressed in this report. To better ensure the feasibility of the commercial development contemplated in the WRTP and build out of the Plan Area as a whole,

[2] *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

the City has made a policy decision to adjust the commercial cost allocation factors to be 25 percent of the original factors that were established as measures of the proportional demand generated by each nonresidential development type. The landowners for each of the properties in the Plan Area have agreed through their respective development agreements that in exchange for the consideration of the vested rights granted through the development agreement, and the benefits to the commercial properties and the development as a whole that the costs allocated to WRTP residential development should be adjusted (i.e., increased) to account for downward adjustment in the cost allocation factors for commercial properties. These adjustments to the fees have been agreed to by the landowners as a public benefit pursuant to the terms and conditions of their respective development agreement. Consequently, the last nexus finding requiring a "reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed" is made for the Plan Area as a whole, with the acknowledgment that allocations between commercial and residential properties have been modified by agreement between the City and the landowners, pursuant to the terms of the individual development agreements.

Roadways

Purpose of Fee

The purpose of the RTIF Program streets fee is to provide funding to construct new street infrastructure required to serve the new WRTP residents and employees.

Use of Fee

The RTIF Program streets fees will be used to construct and expand roadway facilities needed to accommodate future traffic volumes projected as a result of new development. The streets fee will be used to fund streets land acquisition, right of way and utilities, and construction costs.

Relationship Between Use of Fee and Type of Development

The RTIF Program streets fees will be used to construct street improvements needed to adequately serve an increased service population as the result of the new development. A reasonable relationship exists between the use of the streets fee and the residential and commercial development on which the fees are imposed because the fees will be used to construct the roadway system needed to serve the new residents and employees generated by the new development.

Relationship Between Need for Facility and Type of Development

New residential and commercial development in the WRTP will generate new residents and employees that will result in new vehicular trips and the need for additional street improvements to maintain adequate levels of service.

A reasonable relationship exists between the need for street improvements and the type of new residential and nonresidential development projects because the street improvements must be constructed to accommodate the new development types that will place an increased demand on the roadway system.

Relationship Between Amount of Fee and Cost of Facility or Portion of Facility Attributed to Development on Which Fee is Imposed

The total cost of improvements funded by the RTIF Program streets fee is allocated among the projected new residential and nonresidential land uses in the WRTP at buildout based on the relative demand each land use is anticipated to place upon the improvements. Cost allocation factors based on vehicle miles travelled are used to measure the relative demand generated by each land use and to allocate the street costs across all benefiting land uses in the WRTP. A reasonable relationship exists between the amount of the RTIF Program streets fees and the costs of the facilities attributable to the new residential and nonresidential development on which the fees are imposed because the fees are derived using appropriate cost allocation factors as measures of the proportional demand generated by each development type.[3]

Storm Drainage

Purpose of Fee

The purpose of the RTIF Program storm drainage fee is to provide funding to construct new storm drainage infrastructure required to provide flood protection to the new WRTP residents and employees.

Use of Fee

The RTIF Program storm drainage fees will be used to construct and expand storm drainage infrastructure to accommodate increased demand for flood protection as a result of new development. The storm drainage fees will be used to fund storm drainage land acquisition, agricultural and HCP costs, and construction costs.

Relationship Between Use of Fee and Type of Development

The RTIF Program storm drainage fees will be used to construct storm drainage improvements needed to adequately serve an increased service population as the result of the new development. A reasonable relationship exists between the use of the storm drainage fee and the residential and commercial development on which the fees are imposed because the fees will be used to construct the storm drainage infrastructure needed to serve the new residents and employees generated by the new development.

[3] This nexus finding is subject to the modification of cost allocations as agreed to between the City and the landowners in the Plan Area pursuant to their respective development agreements.

Relationship Between Need for Facility and Type of Development

New residential and commercial development in the WRTP will generate new residents and employees that will result in the need for additional storm drainage infrastructure to provide adequate flood protection to the WRTP service population. A reasonable relationship exists between the need for storm drainage improvements and the type of new residential and commercial development projects because the storm drainage infrastructure must be constructed to accommodate the new development types that will place an increased demand on the storm drainage system.

Relationship Between Amount of Fee and Cost of Facility or Portion of Facility Attributed to Development on Which Fee is Imposed

The total cost of improvements funded by the RTIF Program storm drainage fee is allocated among the projected new residential and commercial land uses in the WRTP at buildout based on the relative demand each land use is anticipated to place upon the improvements. Cost allocation factors based on the need for drainage improvements, as measured by impervious surface area generated by each land use type, are used to measure the relative demand generated by each land use and to allocate the storm drainage costs across all benefitting land uses in the WRTP. A reasonable relationship exists between the amount of the RTIF Program storm drainage fees and the costs of the facilities attributable to the new residential and commercial development on which the fees are imposed because the fees are derived using appropriate cost allocation factors as measures of the proportional demand generated by each development type.[4]

Water

Purpose of Fee

The purpose of the RTIF Program water fee is to provide funding to construct new water infrastructure required to serve the new WRTP residents and employees.

Use of Fee

The RTIF Program water fees will be used to construct water facilities needed to accommodate increased demand projected as a result of new development. The water fees will be used to fund construction of the pipelines needed to connect to existing transmission mains and distribute water throughout the WRTP.

Relationship Between Use of Fee and Type of Development

The RTIF Program water fees will be used to construct the water system infrastructure needed to adequately serve the new WRTP service population as the result of new development. A reasonable relationship exists between the use

[4] This nexus finding is subject to the modification of cost allocations as agreed to between the City and the landowners in the Plan Area pursuant to their respective development agreements.

of the water fees and the residential and commercial development on which the fees are imposed because the fees will be used to construct the water system infrastructure needed to serve the new residents and employees generated by the new development.

Relationship Between Need for Facility and Type of Development

New residential and commercial development in the WRTP will generate new residents and employees that will result in the need for new water system capacity to provide adequate service to the WRTP's service population. A reasonable relationship exists between the need for water system improvements and the type of new residential and commercial development projects because the new water system improvements must be constructed to accommodate the new development types that will place an increased demand on the water system.

Relationship Between Amount of Fee and Cost of Facility or Portion of Facility Attributed to Development on Which Fee is Imposed

The total cost of improvements funded by the RTIF Program water fee is allocated among the projected new residential and commercial land uses in the WRTP at buildout based on the relative demand each land use is anticipated to place upon the improvements. Cost allocation factors based on water usage, as measured in maximum day water demand, are used to measure the relative demand generated by each land use and to allocate the water costs across all benefiting land uses in the WRTP. A reasonable relationship exists between the amount of the RTIF Program water fees and the costs of the facilities attributable to the new residential and commercial development on which the fees are imposed because the fees are derived using appropriate cost allocation factors as measures of the proportional demand generated by each development type.[5]

Sewer

Purpose of Fee

The purpose of the RTIF sewer fee is to provide funding to construct new sewer infrastructure required to serve the new WRTP residents and employees.

Use of Fee

The RTIF sewer fees will be used to construct sewer facilities needed to accommodate increased demand projected as a result of new development. The sewer fees will be used to fund construction of collection and conveyance facilities and upgrades to an existing sewer pump station.

[5] This nexus finding is subject to the modification of cost allocations as agreed to between the City and the landowners in the Plan Area pursuant to their respective development agreements.

Relationship Between Use of Fee and Type of Development

The RTIF Program sewer fees will be used to construct the sewer system infrastructure needed to adequately serve the new WRTP service population as the result of new development. A reasonable relationship exists between the use of the sewer fees and the residential and commercial development on which the fees are imposed because the fees will be used to construct the sewer system infrastructure needed to serve the new residents and employees generated by the new development.

Relationship Between Need for Facility and Type of Development

New residential and commercial development in the WRTP will generate new residents and employees that will result in the need for new sewer system improvements to provide adequate service to the WRTP's service population. A reasonable relationship exists between the need for sewer system improvements and the type of new residential and commercial development projects because the new sewer system improvements must be constructed to accommodate the new development types that will place an increased demand on the sewer system.

Relationship Between Amount of Fee and Cost of Facility or Portion of Facility Attributed to Development on Which Fee is Imposed

The total cost of improvements funded by the RTIF Program sewer fee is allocated among the projected new residential and commercial land uses in the WRTP at buildout based on the relative demand each land use is anticipated to place upon the improvements. Cost allocation factors based on sewage generation, as measured in gallons per day, are used to measure the relative demand generated by each land use and to allocate the sewer costs across all benefitting land uses in the WRTP. A reasonable relationship exists between the amount of the RTIF Program sewer fees and the costs of the facilities attributable to the new residential and commercial development on which the fees are imposed because the fees are derived using appropriate cost allocation factors as measures of the proportional demand generated by each development type.[6]

Parks and Open Space

Purpose of Fee

The purpose of the RTIF Program parks and open space fee is to provide funding to construct new parks and open space required to serve the new WRTP residents.

[6] This nexus finding is subject to the modification of cost allocations as agreed to between the City and the landowners in the Plan Area pursuant to their respective development agreements.

Use of Fee

The RTIF Program parks and open space fees will be used to construct parks and open space improvements needed to accommodate increased demand projected as a result of new development. The parks and open space fees will be used to fund construction of parks, open space, and greenbelts throughout the WRTP.

Relationship Between Use of Fee and Type of Development

The RTIF Program parks and open space fees will be used to construct the parks and open space system needed to adequately serve the new WRTP residents as the result of new development. A reasonable relationship exists between the use of the parks and open space fees and the residential development on which the fees are imposed because the fees will be used to construct the parks and open space needed to serve the new residents generated by the new development.

Relationship Between Need for Facility and Type of Development

New residential development in the WRTP will generate new residents that will result in the need for new parks and open space. A reasonable relationship exists between the need for new parks and open space and the type of new residential development projects because the new parks and open space must be constructed to accommodate the new development types that will benefit from the parks and open space.

Relationship Between Amount of Fee and Cost of Facility or Portion of Facility Attributed to Development on Which Fee is Imposed

The total cost of improvements funded by the RTIF Program parks and open space fee is allocated among the projected new residential land uses in the WRTP at buildout based on the relative demand each land use is anticipated to place upon the improvements. Cost allocation factors based on people who will use the parks, as measured by persons per household, are used to measure the relative demand generated by each land use and to allocate the parks and open space costs across all benefitting residential land uses in the WRTP. A reasonable relationship exists between the amount of the RTIF Program parks and open space fees and the costs of the improvements attributable to the new residential development on which the fees are imposed because the fees are derived using appropriate cost allocation factors as measures of the proportional demand generated by each residential development type.

Administration

The administration component of the RTIF funds City costs associated with fee program administration and implementation, including credit and reimbursement agreement negotiations and implementation, credit and reimbursement tracking, annual reporting requirements, periodic updates to the Nexus Study, and other related costs. Collection and implementation of the RTIF, inclusive of the constituent fee components described above, is reliant upon funding from the administration component.

For each land use, the administration component is calculated as four percent of the total of all other RTIF components. Costs of the administration component are therefore based on each fee component and subcomponent, and associated nexus findings for the administration component are established by the nexus finding for each fee component documented above.

California Government Code Section 66016.5 (AB 602)

As noted earlier in this document, this nexus analysis must consider the newly created CGC Section 66016.5. This section stipulates that a jurisdiction must calculate residential development impact fees proportionately to the square footage of the dwelling units, with the exception of water and sewer fees and any other fees for which specific findings can be made as to why the fees should not be enacted on a square foot basis.

In this report, residential fees are calculated as shown below:

- **Streets and Parks and Open Space**
  Fees by dwelling unit square foot ranges
- **Storm Drainage, Sewer, and Water**
  Fees by unit type

The sewer and water fees need no further justification as they are exempted from the proportionality requirement of CGC Section 66016.5. However, the required findings detailed in CGC Section 66016.5 must be made for streets, parks and open space, and storm drainage fees. The specific requirements and findings for streets, parks and open space, and drainage fees are detailed in the remainder of this chapter.

Requirements for Exceptions to Fee Proportional to Housing Square Footage

CGS Section 66016.5(a)(5)(A) states, among other things, that fees "imposed on a housing development project proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development." However, Section 66016.5(a)(5)(B) states that a nexus study "is not required to comply with this proportionality requirement if the local agency makes the following findings:

a) An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.

b) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

c) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees."

Streets

a) An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.

The WRTP streets costs are allocated to dwelling units on a trips basis in the form of VMT per unit, which relies on transportation factors (number of trips, length of trips), as well as on persons per household, as persons per household has a direct relationship to the number of daily trips. The persons per household data provided in this report supports identification of an increasing number of people per household and trips per household as a dwelling unit size increases. However, the data present limitations on both the lower/smaller unit size range and on the higher/larger unit size range. For example, regardless of how small a dwelling unit may be, the minimum assumed persons per unit would be 1. Similarly, as home size continues to increase, the data are not as conclusive that the number of persons per unit and daily trips per unit continue to increase in a linear or otherwise determinant fashion. For these reasons, deriving a fee directly calculated on residential building square footage alone is not an appropriate metric to calculate the RTIF Program streets fees.

b) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

As detailed in **Chapter 2**, the number of people per household, trips per household, and VMT per household show a pattern of increasing as unit size increases. Thus, implementing the fee based on ranges of building square feet for residential development bears a reasonable relationship between the fee charged and the burden posed by the development because units that fall in the lower building unit size range pay a lower fee than units that fall in a higher building unit size range, which is proportional to the estimated number of people per household by unit size within each size range.

c) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

Implementation of the RTIF Program streets fees for residential development by building square foot range achieves the objective that smaller residential units would be charged a lower fee than larger units and ensures proportionality of fees based on relative demand for the facilities, as documented in this report.

Parks and Open Space

a) An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.

The WRTP parks and open space costs are allocated to dwelling units on a persons served basis in the form of persons per unit. The persons per household data provided in this report supports identification of an increasing number of people per household as a dwelling unit size increases. However, the data present limitations on both the lower/smaller unit size range and on the higher/larger unit size range. For example, regardless of how small a dwelling unit may be, the minimum assumed persons per unit would be 1. Similarly, as home size continues to increase, the data are not as conclusive that the number of persons per unit continues to increase in a linear or otherwise determinant fashion. For these reasons, deriving a fee directly calculated on residential building square footage alone is not an appropriate metric to calculate the RTIF Program parks and open space fees.

b) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

As detailed in **Chapter 2**, the number of people per household shows a pattern of increasing as unit size increases. Thus, implementing the fee based on ranges of building square feet for residential development bears a reasonable relationship between the fee charged and the burden posed by the development because units that fall in the lower building unit size range pay a lower fee than units that fall in a higher building unit size range, which is proportional to the estimated number of people per household by unit size within each size range.

c) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

Implementation of the RTIF Program parks and open space fees for residential development by building square foot range achieves the objective that smaller residential units would be charged a lower fee than larger units and ensures proportionality of fees based on relative demand for the facilities, as documented in this report.

Storm Drainage

a) An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.

New imperious surfaces drive the demand for drainage facilities. In housing developments, new impervious surfaces incorporate the footprint on a parcel, capturing ground floor living spaces as well as driveways, sidewalks, patios and other such surfaces. A square footage of proposed units basis would introduce inequities. For example, a two-story home with the same footprint as a single-story home would pay twice the fee while causing an identical impact on the drainage system. This inequity would be amplified in multistory apartment and condominium buildings or towers.

b) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.

For storm water runoff, the standard, customary and equitable method to establish a reasonable relationship between the fee charged, the facilities required, and the type of development on which the fee is imposed is with a direct measure of new impermeable surfaces. New runoff as a result of development establishes the demand for new or improved capacity, the cost of which is the basis of the fee.

c) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.

A fee basis of impermeable square footage ensures equity for the allocation of the cost of the impact from development. The fee is proportional to the impact caused by new impermeable surfaces. Smaller developments with identical unit footprints will have the same fees. Smaller footprints will have proportionately lower fees. Similarly, multifamily apartment buildings will have lower impacts and fees on a per unit basis as the size of the units decline and/or the number of floors increase.

6. Fee Program Implementation and Administration

This chapter identifies tasks that the City will complete when implementing the RTIF Program.

The RTIF Program fees presented in this report are based on the best improvement cost estimates, funding source information, administrative cost estimates, and land use information available at this time. If costs change significantly, if the type or amount of new development changes, if other assumptions significantly change, or if other funding becomes available (as a result of legislative action on state and local government finance, for example), the RTIF Program should be updated accordingly.

After the fees presented in this report are established, the City will conduct periodic reviews of the public improvement costs and other assumptions used as the basis of this Nexus Study. Based on these reviews, the City may make necessary adjustments to the RTIF Program through subsequent RTIF Program updates.

Inflation Adjustment

The costs in this report are shown in 2023 dollars based on the WRTP CIP prepared by CEC. To ensure that the RTIF Program stays current with the prevailing cost of construction, the proposed fees will be automatically adjusted by the City annually to account for the inflation (or deflation) of construction, right-of-way acquisition, environmental, and design costs. Consistent with other City-administered fee programs, annual fee adjustments shall occur automatically on January 1 of each calendar year.

The RTIF will be adjusted automatically by the percentage change in the average of the Engineering-News Record's San Francisco and 20-City Construction Cost Indices for the 12-month period ending in October of the previous year, or equivalent, as determined by the Finance Director if these numbers are not available. For example, the adjustment for January 2024 will be determined by calculating the percentage change from October 2022 to October 2023 in the average of the ENR 20-city and San Francisco CCIs. The resulting value will be the adjustment factor that will be applied to the RTIF in January 2024.

Implementing Ordinances/Resolutions

The proposed RTIF would be adopted by the City through one or more ordinances authorizing collection of the fees and through one or more fee resolutions establishing the fees. The fee will be effective 60 days following the City's final action on the ordinances authorizing collection of the fee and on the fee resolutions establishing the fee. The new ordinances and resolutions should reference the automatic inflation adjustment factor discussed in this section.

Fee Administration

The RTIF will be collected from new development in the WRTP subject to the fee at the time of building permit issuance; use of these funds may need to wait until a sufficient fund balance can be accrued. According to CGC Section 66000, the City is required to deposit, invest, account for, and expend the fees in a prescribed manner.

Fee Exemptions, Reductions, and Waivers

Public Agencies

All federal and state agencies, public school districts, and the City may be exempt from the RTIF Program fees. Other non-City public agencies shall be subject to payment of the RTIF Program fees.

Replacement/Reconstruction

Any replacement or reconstruction (no change in use) of any residential unit or any nonresidential structure that is damaged or destroyed as a result of fire, flood, explosion, wind, earthquake, riot, or other calamity, or act of God shall be exempt from the RTIF. However, if the replacement or reconstructed residential unit exceeds the documented total number of units or unit size of the damaged/destroyed residential structure, or the replacement or reconstructed nonresidential building exceeds the documented total floor area of the damaged/destroyed building, the excess units or building square footage is subject to the RTIF.

Additions/Alterations/Modifications/Temporary Facilities

The following rules shall apply to additions, alterations, modifications, and temporary facilities:

1) Consistent with current State law, ADU and Junior ADU that are fewer than 750 building square feet shall not be assessed the RTIF.
2) Additions to residential structures where the total square footage of the dwelling remains within a fee category range, provided no change in use occurs and a second full kitchen is not added, shall not be charged a fee. If the square footage of the dwelling increases into a new fee category range, the difference of the two fee category ranges shall be collected before building permit issuance.
3) Except as otherwise provided, when an existing residential dwelling is converted into two primary units, or a new primary dwelling is added to the property, that new unit shall be assessed a fee consistent with the provisions of this Nexus Study.
4) Supporting use square footage in multi-unit residential projects, such as the office and recreation areas required to directly serve the multifamily project, shall not be subject to a fee. The residential unit fee will provide the full mitigation required in multi-unit residential projects.
5) Non-habitable residential structures, including decks, pools and spas, pool cabanas, sheds, and detached garages, shall not be assessed a fee. An attached garage shall not count towards the square footage of the dwelling.

Accessory Dwelling Units

Fees on ADUs larger than 750 square feet require a two-part calculation. First the City will determine the total habitable building square footage of the proposed ADU and the primary residential unit on the lot on which the ADU is proposed. The City will determine the ADU building square footage as a proportion of the primary residential unit. As an example, if the primary residential dwelling unit is 2,000 building square feet and the proposed ADU is 1,000 building square feet, then the ADU would be 50 percent of the primary residential unit. The City would then identify the RTIF that will apply to the primary residential unit and apply 50 percent to that amount as the RTIF applicable to the ADU. In this example, the categories would be the Single Family 2,000 – 2,999 sq. ft. category for streets and parks and open space fees and either low density residential or medium density residential for the other fee categories.

Credit for Replacement of Existing Buildings

New development that replaces existing development is eligible for a fee credit to the extent the facilities to be funded by the new development are already provided to the existing development. For example, a 4-unit apartment complex that is replaced by an 8-unit apartment complex could receive up to a 50 percent credit in the fee (4/8 = 50 percent). The City's Community Development Director will determine the amount of the fee credit at the time a site plan is submitted to the City. No credit will be provided for development that existed at the time of Specific Plan approval.

Fee Credit and Reimbursement to Developers

As is typical with development impact fee programs, many of the public infrastructure facilities are needed up front before adequate revenue from the fee collection would be available to fund such improvements. Consequently, some type of private funding may be necessary to pay for the public improvements when they are needed. This private financing may be in the form of land-secured bonds, developer equity, or other forms of private financing.

In cases where a private party (e.g., developer) has advance-funded an eligible RTIF Program facility, the party will be due fee credits or reimbursements from the fee program. Note that the RTIF administration component must be paid in cash at the issuance of a building permit to provide the City with funding to administer the RTIF Program. RTIF credits or reimbursements will be provided under the following conditions:

- Developer-installed improvements shall be considered for reimbursement. Only funds collected from the RTIF shall be used to reimburse a developer who installed eligible RTIF Program improvements identified in the WRTP CIP.
- The value of any developer-installed improvement for fee credit or reimbursement purposes shall be based on the lesser of the actual cost of eligible facilities (as determined at the sole discretion of the City via a review of the construction contract and payments made, plus an allowance determined by the City for soft costs directly associated with the facility design and construction) *or* the total eligible facility costs based on the cost schedule and estimate set forth in the CIP, subject to the automatic annual inflation adjustment described previously in this chapter. The Master Reimbursement Agreement governs how the RTIF reimbursements will be provided.
- All construction contracts, construction work, and requests for reimbursement are performed in conformance with the most current City policies governing such construction of eligible improvements and the Master Reimbursement Agreement.

Impact Fee Program Adoption Process

Impact fee program adoption procedures are found in CGC Section 66016 through CGC Section 66019. Adoption of this impact fee program requires the City Council to follow certain procedures, including holding a public hearing with at least 30 days' notice for the hearing (Gov. Code § 66016.5(a)(7)). The City is required to post a public notice at least 30 days before the public hearing considering the fee. The City shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.

Mailed notice 14 days before the public hearing is required for those individuals who request such notification. Data, such as this Nexus Study and referenced material, must be made available at least 10 days before the public hearing. Any new or increased fees would be effective 60 days after adoption.

Programming Revenues and Projects with the Capital Improvement Plan

The City will update its CIP to identify specific projects and program fee revenues to those projects. Use of the CIP in this manner documents a reasonable relationship between new development and the use of fee revenues.

The City shall plan its CIP expenditures at least 5 years in advance and show where all collected development impact fee revenues will be spent. The City can hold funds in a project account for longer than 5 years, if necessary, to collect sufficient funds to complete a given project. See Compliance Requirements below for the specific CIP update requirements stated in CGC Section 62000.

Compliance Requirements

The California Mitigation Fee Act (CGC Section 66000 et seq.) mandates procedures for administration of impact fee programs, including collection, accounting, refunds, updates, and reporting. The City must comply with the annual and 5-year reporting requirements. For facilities to be funded with a combination of impact fees and other revenues, the City must identify the source and amount of the other revenues. The City must also identify when the other revenues are anticipated to be available to fund the project. The City's compliance obligations regarding the act include the specific requirements detailed below.

Earmarking of Fee Revenues

CGC Section 66006 mandates that the City deposit fees for the improvements in a separate capital facilities account or fund to avoid any commingling of the fees with other revenues and funds of the City, except for temporary investments. Fees must be expended solely for the purpose for which they were collected. Interest earned on the fee revenues must also be placed in the capital account and used for the same purpose. The California Mitigation Fee Act is not clear as to whether depositing fees "for the improvements" refers to a specific capital improvement or a class of improvements (e.g., fire or police facilities). The City maintains discretion as to how it will collect and account for RTIF fees, while maintaining compliance with CGC requirements.

Reporting

CGC Section 66006 requires that once each year, within 180 days of the close of the fiscal year, the City must make available to the public the following information for each account established to receive impact fee revenues:

1) The amount of the fee.
2) The beginning balance and the ending balance of the account or fund.
3) The amount of the fees collected and interest earned.
4) Identification of each public improvement on which fee revenues were expended and the amount of the expenditures on each improvement, including the percentage of the cost of the public improvement that was funded with fee revenues.
5) Identification of the approximate date by which the construction of a public improvement will commence, if the City determines sufficient funds have been collected for financing of an incomplete public improvement.
6) A description of each interfund transfer or loan made from the account or fund, including interest rates, repayment dates, and a description of the improvements on which the transfer or loan will be expended.
7) The amount of any refunds or allocations made pursuant to CGC Section 66001, paragraphs (e) and (f).

The above-listed information must be reviewed by the City Council at its next regularly scheduled public meeting, but not fewer than 15 days after the statements are made public.

Findings and Refunds

CGC Section 66001 requires that, for the fifth fiscal year following the first deposit of any impact fee revenue into an account or fund as required by CGC Section 66006, and every 5 years thereafter, the City must make all the following findings for any fee revenues that remain unexpended, whether committed or uncommitted:

1) Identify the purpose to which the fee will be put.
2) Demonstrate the reasonable relationship between the fee and the purpose for which it is charged.
3) Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which the impact fees are to be used.
4) Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund.

Updating of the Impact Fee Nexus Study

According to CGC Section 66016.5(a)(8), impact fee nexus studies shall be updated at least every 8 years from the date of adoption. This requirement became effective on January 1, 2023.

In future updates, the City may use the impact fee nexus study template developed by the California Department of Housing and Community Development pursuant to Section 50466.5 of the Health and Safety Code to update the nexus study.

Annual Update of the Capital Improvement Plan

CGC Section 66002 provides that if the City adopts a CIP to identify the use of impact fees, that program must be adopted and annually updated by a resolution of the governing body at a noticed public hearing. The City maintains two CIPs: one includes the programming of all projects funded or partly funded by impact fee revenues (WRTP CIP prepared by CEC, a summary of which is contained in this nexus study in **Appendix B**) and an overall citywide 5-year CIP that is adopted annually during the City budget process.

APPENDICES:

Appendix A: Dwelling Unit Average Size Backup Data

Appendix B: Summary of WRTP Capital Improvement Program

APPENDIX A:

Dwelling Unit Average Size Backup Data

Table A-1 Single Family Unit Sizes—Spring Lake

Table A-2 City Multifamily Building Permits

Table A-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
Single Family Unit Sizes - Spring Lake

Land Use	Average	Plan 1	2	3	4	5	6	7	8	9	10	11	12
Low Density													
DR Horton	**2,111**	1,577	1,856	2,390	2,622	-	-	-	-	-	-	-	-
Prudler	**1,929**	1,488	2,013	2,031	2,185	-	-	-	-	-	-	-	-
Pioneer Village	**2,757**	2,786	2,620	2,394	2,134	3,425	3,312	3,104	2,282	-	-	-	-
Oyang South	**2,771**	3,023	2,935	2,739	2,614	2,700	3,512	2,494	2,119	1,945	3,324	3,105	2,737
Oyang North	**2,586**	3,072	2,693	2,433	2,147	-	-	-	-	-	-	-	-
Calvert Ph 1 and 2	**2,293**	1,662	1,827	2,119	2,403	2,713	3,033	-	-	-	-	-	-
Calvert Ph 3 and 4	**2,274**	2,607	2,443	2,345	1,702	-	-	-	-	-	-	-	-
Spring Lake Central Ph 1	**2,423**	2,882	2,553	2,587	2,195	1,900	-	-	-	-	-	-	-
Spring Lake Central Ph 2	**2,046**	2,568	2,216	2,153	1,967	1,693	1,677	-	-	-	-	-	-
Spring Lake Central Ph 4	**2,790**	3,184	3,104	3,057	2,573	2,571	2,249	-	-	-	-	-	-
Heritage Remainder Ph 2	**2,609**	2,874	2,767	2,145	1,945	3,312	-	-	-	-	-	-	-
Heritage Remainder Meritage	**2,604**	2,047	2,169	2,347	2,501	2,654	2,762	3,104	3,246	-	-	-	-
Richmond American	**2,432**	2,193	2,288	3,164	2,505	2,012	-	-	-	-	-	-	-
Average (Rounded)	**2,430**												
Medium Density													
Beeghly	**1,687**	1,450	1,656	1,733	1,908	-	-	-	-	-	-	-	-
Parkside	**1,917**	1,438	2,013	2,031	2,185	-	-	-	-	-	-	-	-
Ruby Estates	**1,935**	1,717	1,956	2,131	-	-	-	-	-	-	-	-	-
Average (Rounded)	**1,850**												
Average Single Family Sq. Ft.	**2,320**												

Source: City of Woodland

Table A-2
Woodland Research and Technology Park Development Impact Fee Nexus Study
City Multifamily Building Permits

Land Use	Building Permit	Square Feet Less Non-Living Space	Square Feet	Units	Square Feet per Unit
2090 Heritage Parkway - Rochdale Grange Apartments					
Building A	5,920	0	**5,920**	6	987
Building B	5,920	0	**5,920**	6	987
Building C	5,920	0	**5,920**	6	987
Building D	4,866	0	**4,866**	5	973
Building E	4,866	0	**4,866**	5	973
Building F	4,866	0	**4,866**	5	973
Building G	4,866	0	**4,866**	5	973
Building H	6,435	0	**6,435**	5	1,287
2170 Farmers Central - Mutual Housing at Spring Lake					
Plan A	31,632	(912)	**30,720**	26	1,182
Plan B	26,284	(4,792)	**21,492**	24	896
Plan C	6,334	(834)	**5,500**	4	1,375
Plan D	6,644	(834)	**5,810**	4	1,453
Plan E	6,334	(834)	**5,500**	4	1,375
Plan G	17,825	(3,684)	**14,141**	15	943
Plan Type 2	15,872	(3,584)	**12,288**	16	768
Plan Type 3	10,040	(1,792)	**8,248**	8	1,031
10 North Cottonwood - Mercy Housing Apartments					
Building A	4,739	0	**4,739**	5	948
Building B	4,739	0	**4,739**	5	948
Building C	4,739	0	**4,739**	5	948
Building D	4,739	0	**4,739**	5	948
Building E	4,739	0	**4,739**	5	948
Building F	4,739	0	**4,739**	5	948
Building G	4,739	0	**4,739**	5	948
Building H	5,220	0	**5,220**	8	653
Building I	7,775	0	**7,775**	7	1,111
Building J	4,739	0	**4,739**	5	948
Building K	4,739	0	**4,739**	5	948
Building L	4,739	0	**4,739**	5	948
Building M	4,739	0	**4,739**	5	948
Building N	4,739	0	**4,739**	5	948
Building O	4,739	0	**4,739**	5	948
Total/Average (Rounded)			**221,960**	**224**	**990**
Average Over 1,000			**69,988**	**58**	**1,210**
Average Under 1,000			**151,972**	**166**	**920**

Source: City of Woodland

APPENDIX B:

Summary of WRTP Capital Improvement Program

Table B-1 Backbone Infrastructure Cost Estimates (2 pages)

Table B-1
Woodland Research and Technology Park Development Impact Fee Nexus Study
Backbone Infrastructure Cost Estimates (2023$)

Item	Assumption	Total Estimated Costs: Streets [1]	Storm Drainage	Water	Sewer	Parks and Open Space	Planning and Admin.	Total	RTIF: Streets [1]	Storm Drainage	Water	Sewer	Parks and Open Space	Planning and Admin.	Total
County Road 25A (Hwy 113 to Harry Lorenzo and Parkland to Miekle)															
Construction		$4,173,000	$249,000	$374,000	$0	$0	$0	**$4,796,000**	$4,173,000	$249,000	$374,000	$0	$0	$0	**$4,796,000**
Contingency	10%	$418,000	$25,000	$37,000	$0	$0	$0	**$480,000**	$418,000	$25,000	$37,000	$0	$0	$0	**$480,000**
Soft Cost	15%	$626,000	$37,000	$56,000	$0	$0	$0	**$719,000**	$626,000	$37,000	$56,000	$0	$0	$0	**$719,000**
Subtotal County Road 25A		**$5,217,000**	**$311,000**	**$467,000**	**$0**	**$0**	**$0**	$5,995,000	**$5,217,000**	**$311,000**	**$467,000**	**$0**	**$0**	**$0**	$5,995,000
Parkland Avenue															
Construction		$5,451,000	$652,000	$369,000	$0	$0	$0	**$6,472,000**	$5,451,000	$652,000	$369,000	$0	$0	$0	**$6,472,000**
Contingency	10%	$545,000	$65,000	$37,000	$0	$0	$0	**$647,000**	$545,000	$65,000	$37,000	$0	$0	$0	**$647,000**
Soft Cost	15%	$818,000	$98,000	$55,000	$0	$0	$0	**$971,000**	$818,000	$98,000	$55,000	$0	$0	$0	**$971,000**
Subtotal Parkland Avenue		**$6,814,000**	**$815,000**	**$461,000**	**$0**	**$0**	**$0**	$8,090,000	**$6,814,000**	**$815,000**	**$461,000**	**$0**	**$0**	**$0**	$8,090,000
Main Internal Roadways															
Construction		$12,008,000	$3,723,000	$1,914,000	$1,579,000	$0	$0	**$19,224,000**	$5,246,000	$2,113,000	$1,614,000	$1,041,000	$0	$0	**$10,014,000**
Contingency	10%	$1,201,000	$372,000	$191,000	$158,000	$0	$0	**$1,922,000**	$525,000	$211,000	$161,000	$104,000	$0	$0	**$1,001,000**
Soft Cost	15%	$1,801,000	$558,000	$287,000	$237,000	$0	$0	**$2,883,000**	$787,000	$317,000	$242,000	$156,000	$0	$0	**$1,502,000**
Subtotal Main Internal Roadways		**$15,010,000**	**$4,653,000**	**$2,392,000**	**$1,974,000**	**$0**	**$0**	$24,029,000	**$6,558,000**	**$2,641,000**	**$2,017,000**	**$1,301,000**	**$0**	**$0**	$12,517,000
Road B															
Mobility Hub (includes 25% contingency)		$862,000	$0	$0	$0	$0	$0	**$862,000**	$862,000	$0	$0	$0	$0	$0	**$862,000**
Other Construction		$10,048,000	$839,000	$1,118,000	$467,000	$0	$0	**$12,472,000**	$10,048,000	$839,000	$1,118,000	$101,000	$0	$0	**$12,106,000**
Contingency (on Other Construction)	10%	$1,005,000	$84,000	$112,000	$47,000	$0	$0	**$1,248,000**	$1,005,000	$84,000	$112,000	$10,000	$0	$0	**$1,211,000**
Soft Cost	15%	$1,637,000	$126,000	$168,000	$70,000	$0	$0	**$2,001,000**	$1,637,000	$126,000	$168,000	$15,000	$0	$0	**$1,946,000**
Subtotal Road B		**$13,552,000**	**$1,049,000**	**$1,398,000**	**$584,000**	**$0**	**$0**	$16,583,000	**$13,552,000**	**$1,049,000**	**$1,398,000**	**$126,000**	**$0**	**$0**	$16,125,000
Harry Lorenzo - Half Section North [2]		**$387,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$387,000	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0
Hwy 113/CR 25A Interchange															
Right of Way and Utilities (no soft costs/cont.)		$250,000	$0	$0	$0	$0	$0	**$250,000**	$132,000	$0	$0	$0	$0	$0	**$132,000**
Construction (incl. 20% contingency)		$10,307,000	$0	$0	$0	$0	$0	**$10,307,000**	$5,463,000	$0	$0	$0	$0	$0	**$5,463,000**
Construction Management	15%	$1,546,000	$0	$0	$0	$0	$0	**$1,546,000**	$819,000	$0	$0	$0	$0	$0	**$819,000**
Soft Cost	15.56%	$1,604,000	$0	$0	$0	$0	$0	**$1,604,000**	$850,000	$0	$0	$0	$0	$0	**$850,000**
Subtotal SR 113/CR 25A Interchange		**$13,707,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$13,707,000	**$7,264,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$7,264,000
Parkland Avenue Overcrossing															
Construction		$7,863,000	$0	$0	$0	$0	$0	**$7,863,000**	$3,590,000	$0	$0	$0	$0	$0	**$3,590,000**
Construction Management	25%	$1,966,000	$0	$0	$0	$0	$0	**$1,966,000**	$898,000	$0	$0	$0	$0	$0	**$898,000**
Soft Cost	15%	$1,180,000	$0	$0	$0	$0	$0	**$1,180,000**	$539,000	$0	$0	$0	$0	$0	**$539,000**
Subtotal Parkland Avenue Overcrossing		**$11,009,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$11,009,000	**$5,027,000**	**$0**	**$0**	**$0**	**$0**	**$0**	$5,027,000
Sewer Lift Station Upgrades															
Construction		$0	$0	$0	$734,000	$0	$0	**$734,000**	$0	$0	$0	$335,000	$0	$0	**$335,000**
Offsite Contingency	20%	$0	$0	$0	$147,000	$0	$0	**$147,000**	$0	$0	$0	$67,000	$0	$0	**$67,000**
Soft Cost	15%	$0	$0	$0	$110,000	$0	$0	**$110,000**	$0	$0	$0	$50,000	$0	$0	**$50,000**
Subtotal Sewer Lift Station Upgrades		**$0**	**$0**	**$0**	**$991,000**	**$0**	**$0**	$991,000	**$0**	**$0**	**$0**	**$452,000**	**$0**	**$0**	$452,000
Greenbelts, Parks, and Ponds															
Construction		$0	$3,632,000	$408,000	$0	$22,249,000	$0	**$26,289,000**	$0	$3,632,000	$0	$0	$21,310,000	$0	**$24,942,000**
Contingency	10%	$0	$363,000	$41,000	$0	$2,225,000	$0	**$2,629,000**	$0	$363,000	$0	$0	$2,131,000	$0	**$2,494,000**
Soft Cost	15%	$0	$545,000	$61,000	$0	$3,337,000	$0	**$3,943,000**	$0	$545,000	$0	$0	$3,197,000	$0	**$3,742,000**
Subtotal Greenbelts, Parks, and Ponds		**$0**	**$4,540,000**	**$510,000**	**$0**	**$27,811,000**	**$0**	$32,861,000	**$0**	**$4,540,000**	**$0**	**$0**	**$26,638,000**	**$0**	$31,178,000
Off-Site Storm Drainage		**$0**	**$8,650,000**	**$0**	**$0**	**$0**		$8,650,000	**$0**	**$1,159,000**	**$0**	**$0**	**$0**		$1,159,000
Land Allocations		**$2,908,000**	**$648,000**	**$0**	**$0**	**$2,035,000**	**$0**	$5,591,000	$1,828,000	$648,000	$0	$0	$2,035,000	$0	**$4,511,000**
Ag Mitigation and HCP Cost		**$992,000**	**$175,000**	**$0**	**$0**	**$273,000**	**$0**	$1,440,000	**$992,000**	**$175,000**	**$0**	**$0**	**$273,000**	**$0**	$1,440,000
Subtotal Costs		**$69,596,000**	**$20,841,000**	**$5,228,000**	**$3,549,000**	**$30,119,000**	**$0**	$129,333,000	**$47,252,000**	**$11,338,000**	**$4,343,000**	**$1,879,000**	**$28,946,000**	**$0**	$93,758,000
Planning and Administration [3]	0%	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	$0
Total Costs		**$69,596,000**	**$20,841,000**	**$5,228,000**	**$3,549,000**	**$30,119,000**	**$0**	$129,333,000	**$47,252,000**	**$11,338,000**	**$4,343,000**	**$1,879,000**	**$28,946,000**	**$0**	$93,758,000

Source: Cunningham Engineering

[1] Includes Grading & Erosion Control, Street Work & Concrete, Dry Utilities, Streetlights, Mobility Hub, and ROW acquisition.
[2] Improvements completed.
[3] Planning and Administration costs from CIP are excluded because they are accounted for in the RTIF Program Administration fee component.

Prepared by EPS 5/3/2023

Table B-1
Woodland Research and Technology Park Development Impact Fee Nexus
Backbone Infrastructure Cost Estimates (2023$)

		Developer					City				SP-1B/1C	SLSP			Other
Item	**Assumption**	Streets [1]	Storm Drainage	Water	Sewer	**Total**	Streets [1]	Water	Sewer	**Total**	Streets [1]	Streets [1]	Parks and Open Space	**Total**	Storm Drainage
County Road 25A (Hwy 113 to Harry Lorenzo and Parkland to Miekle)															
Construction		$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0		$0	**$0**	$0	$0		**$0**	$0
Subtotal County Road 25A		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Parkland Avenue															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Parkland Avenue		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Main Internal Roadways															
Construction		$6,762,000	$1,610,000	$300,000	$538,000	**$9,210,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency	10%	$676,000	$161,000	$30,000	$54,000	**$921,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$1,014,000	$241,000	$45,000	$81,000	**$1,381,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Main Internal Roadways		**$8,452,000**	**$2,012,000**	**$375,000**	**$673,000**	**$11,512,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Road B															
Mobility Hub (includes 25% contingency)		$0	$0	$0	$0	**$0**									
Other Construction		$0	$0	$0	$366,000	**$366,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Contingency (on Other Construction)	10%	$0	$0	$0	$37,000	**$37,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$55,000	**$55,000**	$0	$0	$0	**$0**	$0	$0		**$0**	$0
Subtotal Road B		**$0**	**$0**	**$0**	**$458,000**	**$458,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Harry Lorenzo - Half Section North [2]		**$387,000**	**$0**	**$0**	**$0**	**$387,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$0**
Hwy 113/CR 25A Interchange															
Right of Way and Utilities (no soft costs/cont.)		$0	$0	$0	$0	**$0**	$63,000	$0	$0	**$63,000**	**$0**	$55,000		**$55,000**	$0
Construction (incl. 20% contingency)		$0	$0	$0	$0	**$0**	$2,577,000	$0	$0	**$2,577,000**	$0	$2,267,000		**$2,267,000**	$0
Construction Management	15%	$0	$0	$0	$0	**$0**	$387,000	$0	$0	**$387,000**	$0	$340,000		**$340,000**	$0
Soft Cost	15.56%	$0	$0	$0	$0	**$0**	$401,000	$0	$0	**$401,000**	$0	$353,000		**$353,000**	$0
Subtotal SR 113/CR 25A Interchange		**$0**	**$0**	**$0**	**$0**	**$0**	**$3,428,000**	**$0**	**$0**	**$3,428,000**	**$0**	**$3,015,000**		**$3,015,000**	**$0**
Parkland Avenue Overcrossing															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$4,273,000	$0		**$0**	$0
Construction Management	25%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$1,068,000	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	$641,000	$0		**$0**	$0
Subtotal Parkland Avenue Overcrossing		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,982,000**	**$0**		**$0**	**$0**
Sewer Lift Station Upgrades															
Construction		$0	$0	$0	$0	**$0**	$0	$0	$399,000	**$399,000**	$0	$0		**$0**	$0
Offsite Contingency	20%	$0	$0	$0	$0	**$0**	$0	$0	$60,000	**$60,000**	$0	$0		**$0**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$0	$80,000	**$80,000**	$0	$0		**$0**	$0
Subtotal Sewer Lift Station Upgrades		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$539,000**	**$539,000**	**$0**	**$0**		**$0**	**$0**
Greenbelts, Parks, and Ponds															
Construction		$0	$0	$0	$0	**$0**	$0	$408,000	$0	**$408,000**	$0	$0	$939,000	**$939,000**	$0
Contingency	10%	$0	$0	$0	$0	**$0**	$0	$41,000	$0	**$41,000**	$0	$0	$94,000	**$94,000**	$0
Soft Cost	15%	$0	$0	$0	$0	**$0**	$0	$61,000	$0	**$61,000**	$0	$0	$140,000	**$140,000**	$0
Subtotal Greenbelts, Parks, and Ponds		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$510,000**	**$0**	**$510,000**	**$0**	**$0**	**$1,173,000**	**$1,173,000**	**$0**
Off-Site Storm Drainage		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$0**	**$7,491,000**
Land Allocations		$538,000	$0	$0	$0	**$538,000**	**$0**	**$0**	**$0**	**$0**	**$542,000**	**$0**		**$0**	**$0**
Ag Mitigation and HCP Cost		$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Subtotal Costs		**$9,377,000**	**$2,012,000**	**$375,000**	**$1,131,000**	**$12,895,000**	**$3,428,000**	**$510,000**	**$539,000**	**$4,477,000**	**$6,524,000**	**$3,015,000**	**$1,173,000**	**$4,188,000**	**$7,491,000**
Planning and Administration [3]	0%	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Costs		**$9,377,000**	**$2,012,000**	**$375,000**	**$1,131,000**	**$12,895,000**	**$3,428,000**	**$510,000**	**$539,000**	**$4,477,000**	**$6,524,000**	**$3,015,000**	**$1,173,000**	**$4,188,000**	**$7,491,000**

Source: Cunningham Engineering

[1] Includes Grading & Erosion Control, Street Work & Concrete, Dry Utilities, Streetlights, Mobility Hub, and ROW acquisition.
[2] Improvements completed.
[3] Planning and Administration costs from CIP are excluded because they are accounted for in the RTIF Program Administration fee component.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

BACKBONE ROADWAY ENGINEERS ESTIMATE SUMMARY

	TOTAL	RTIF FEE	DEVELOPER COST	CITY OF WOODLAND	SP- 1B/1C ALLOCATION	SPRING LAKE SPECIFIC PLAN	OTHER
A. COUNTY ROAD 25A	**$5,995,000**	**$5,995,000**	**$0**	**$0**	**$0**	**$0**	**$0**
B. PARKLAND AVENUE (OVERCROSSING TO HLA)	**$8,090,000**	**$8,090,000**	**$0**	**$0**	**$0**	**$0**	**$0**
C. MAIN INTERNAL ROADWAYS	**$24,030,000**	**$12,518,000**	**$11,511,000**	**$0**	**$0**	**$0**	**$0**
D. ROAD B (INCLUDING MOBILITY HUB)	**$16,669,000**	**$16,125,000**	**$458,000**	**$0**	**$0**	**$0**	**$0**
E. GREENBELTS, PARKS, & PONDS	**$32,861,000**	**$31,178,000**	**$0**	**$510,000**	**$0**	**$1,174,000**	**$0**
F. HARRY LORENZO - HALF SECTION (NORTH)	**$387,000**	**$0**	**$387,000**	**$0**	**$0**	**$0**	**$0**
G. SR 113 CR 25A INTERCHANGE	**$13,707,000**	**$7,264,000**	**$0**	**$3,427,000**	**$0**	**$3,015,000**	**$0**
H. PARKLAND AVENUE OVERCROSSING	**$11,008,000**	**$5,027,000**	**$0**	**$0**	**$5,982,000**	**$0**	**$0**
I. SEWER LIFT STATION UPGRADES	**$991,000**	**$452,000**	**$0**	**$539,000**	**$0**	**$0**	**$0**
J. OFF-SITE STORM DRAINAGE COMMON IMPROVEMENTS	**$8,650,000**	**$1,159,000**	**$0**	**$0**	**$0**	**$0**	**$7,491,000**
K. PLANNING & ADMINISTRATION	**$3,512,000**	**$3,512,000**	**$0**	**$0**	**$0**	**$0**	**$0**
L. AG MITIGATION & YOLO HABITAT CONSERVATION FEE (HCP)	**$1,440,000**	**$1,440,000**	**$0**	**$0**	**$0**	**$0**	**$0**
M. LAND ALLOCATIONS	**$5,052,000**	**$4,510,000**	**$0**	**$0**	**$542,000**	**$0**	**$0**
BACKBONE INFRASTRUCTURE TOTAL COST:	**$132,392,000**	**$97,270,000**	**$12,356,000**	**$4,476,000**	**$6,524,000**	**$4,189,000**	**$7,491,000**

NOTES:
(1) This opinion of probable cost was based on Infrastructure Study Report exhibits for the Woodland Research and Technology Park (SP-1A) dated January 2020. In addition, CR25A/HWY 113 and Parkland O.C. costs are based on MTCo Preliminary Project Cost Estimate Summaries dated June 13, 2022 with soft costs (PA&ED, Final Design, and Contingency) included. Sewer Pump Station Upgrades are based on Waterworks' Spring Lake Pump Station Capacity Enhancement Assessment, dated 9/29/20 with total soft costs of 35%. All other projects assume 10% contingency and 15% soft costs.

(2) Additional Notes:

A. In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

B. This opinion of costs assumes that all the civil improvements for each phase are to be constructed in one phase. If the project is built out in additional multiple sub-phases, additional costs may be incurred. Costs also assume competitive bidding.

C. This opinion of costs DOES NOT include costs for the following items:
   i. Undergrounding or relocation of existing overhead utility lines excepting from CR25A to SR 113 (electric only). All other instances of main line joint trench installation to include cost of removal of existing overhead utility lines (where present).
   ii. Any costs related to environmental assessment of the mitigation of any contamination, endangered species or archeological resources.
   iii. Costs for financing, bonds and easements.
   iv. Costs associated with coordination with other contractors working within the Spring Lake area (e.g. offsite storm drainage, water well(s), intract improvements, etc.)

D. Unit costs are 2021 basis estimates with an addtional 5% escalation. A 10% contingency is also included.

E. This opinion assumes payment of prevailing wages.

F. This opinion includes soft costs (engr, landscape design, construction management, staking, plan check fees, inspection, soils testing.) of 15%.

G. The 'other' column encompasses shares of costs associated with off-site storm drainage improvements (Item J) for which funding sources are yet to be determined.

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REVISED: 03/14/23

FINAL DRAFT

A. COUNTY ROAD 25A (HWY 113 TO HARRY LORENZO AVE)

Section N, O, P, Q, R, S, T

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST
I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	4.0	AC	$5,250.00	$20,815	$20,815	$0
2.	EXCAVATION TO SUBGRADE	6,639	CY	$16.00	$106,219	$106,219	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	65,180	SF	$0.80	$52,144	$52,144	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	24,492	SF	$0.80	$19,594	$19,594	$0
5.	TRAFFIC CONTROL (Closures/Detours TBD)	1	LS	$225,000.00	$225,000	$225,000	$0
6.	EROSION CONTROL	4.0	AC	$7,800.00	$30,926	$30,926	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$454,698	$454,698	$0
II.	STREET WORK & CONCRETE						
7.	7" AC PAVEMENT	58,186	SF	$5.10	$296,749	$296,749	$0
8.	22" AGGREGATE BASE (Road/Curb)	65,180	SF	$4.70	$306,346	$306,346	$0
9.	REINFORCED CONCRETE PATH	19,060	SF	$12.50	$238,250	$238,250	$0
10.	SAWCUT EXISTING PAVEMENT	4,800	SF	$3.10	$14,880	$14,880	$0
11.	MICROSURFACE EXISTING PAVEMENT	72,000	SF	$2.10	$151,200	$151,200	$0
11.	4" PCC SIDEWALK	5,432	SF	$7.40	$40,197	$40,197	$0
12.	6" AGGREGATE BASE SHOULDER	7,887	SF	$1.20	$9,464	$9,464	$0
13.	SIGNAGE AND STRIPING	1	LS	$15,000.00	$15,000	$15,000	$0
14.	CURB & GUTTER	2,796	LF	$30.00	$83,880	$83,880	$0
15.	MEDIAN CURB	1,874	LF	$19.00	$35,606	$35,606	$0
16.	AC DIKE	2,582	LF	$16.00	$41,312	$41,312	$0
17.	STAMPED CONCRETE/ENHANCED CROSSWALK	2,844	SF	$34.00	$96,696	$96,696	$0
18.	STAMPED CONCRETE (Median)	1,877	SF	$32.00	$60,064	$60,064	$0
19.	SURVEY MONUMENTS	3	EA	$1,575.00	$4,725	$4,725	$0
20.	PEDESTRIAN RAMPS (incl. detectable warnings)	14	EA	$2,730.00	$38,220	$38,220	$0
21.	CMU WALL	0	LF	$405.00	$0	$0	$0
22.	FENCE AT ACCESS ROAD	1,856	LF	$52.00	$96,512	$96,512	$0
23.	BOLLARDS	0	EA	$945.00	$0	$0	$0
24.	ROUNDABOUT	1	EA	$105,000.00	$105,000	$105,000	$0
25.	GATEWAY MONUMENT	1	EA	$150,000.00	$150,000	$150,000	$0
26.	LANDSCAPING	59,730	SF	$8.40	$501,732	$501,732	$0
	STREET WORK & CONCRETE SUB-TOTAL				$2,285,833	$2,285,833	$0
III.	STORM DRAINAGE						
27.	18" RCP STORM DRAIN -	1,400	LF	$105.00	$147,000	$147,000	$0
28.	TYPE I SD MANHOLE	5	EA	$6,800.00	$34,000	$34,000	$0
29.	CURB INLET	10	EA	$6,800.00	$68,000	$68,000	$0
30.	OUTFALL (headwall, flap gate, and slope protection)	0	EA	$31,500.00	$0	$0	$0
	STORM DRAINAGE SUB-TOTAL				$249,000	$249,000	$0
IV.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	1,850	LF	$73.00	$135,050	$135,050	$0
32.	12" WATER MAIN (Including Fittings)	0	LF	$126.00	$0	$0	$0
33.	8" WATER MAIN - Reclaimed Water (Including Fittings)	1,779	LF	$73.00	$129,867	$129,867	$0
34.	8" WATER BLOW OFF	0	EA	$3,100.00	$0	$0	$0
35.	IRRIGATION POC	1	EA	$6,300.00	$6,300	$6,300	$0
36.	4" IRRIGATION SLEEVE	337	LF	$22.00	$7,414	$7,414	$0
37.	8" GATE VALVE	4	EA	$2,600.00	$10,400	$10,400	$0
38.	8" GATE VALVE - RECLAIMED WATER	2	EA	$2,600.00	$5,200	$5,200	$0
39.	12" GATE VALVE	0	EA	$4,200.00	$0	$0	$0
40.	CONNECT TO EXISTING	1	EA	$2,600.00	$2,600	$2,600	$0
41.	FIRE HYDRANT AND ASSEMBLY	7	EA	$11,000.00	$77,000	$77,000	$0
	WATER SYSTEM SUB-TOTAL				$373,831	$373,831	$0
V.	DRY UTILITIES						
42.	BOLLARD PATH LIGHTS	24	EA	$5,900.00	$141,600	$141,600	$0
43.	COBRA STREET LIGHTS (SINGLE)	5	EA	$12,000.00	$60,000	$60,000	$0
44.	COBRA STREET LIGHTS (DOUBLE)	11	EA	$7,875.00	$86,625	$86,625	$0
45.	JOINT TRENCH (Gas extend from HLA to B St)	1,850	LF	$105.00	$194,250	$194,250	$0
46.	UNDERGROUNDING OF OHE LINES (SR 113 to HLA)	4,200	LF	$105.00	$441,000	$441,000	$0
47.	SIGNAL INTERCONNECT (Road B to HLA)	1,850	LF	$20.00	$37,000	$37,000	$0
48.	TRAFFIC SIGNAL (Road B)	1	LS	$472,000.00	$472,000	$472,000	$0
	DRY UTILITIES SUB-TOTAL				$1,432,475	$1,432,475	$0
	SUMMARY						
I.	GRADING & EROSION CONTROL				$454,698	$454,698	$0
II.	STREET WORK & CONCRETE				$2,285,833	$2,285,833	$0
III.	STORM DRAINAGE				$249,000	$249,000	$0
IV.	WATER SYSTEM				$373,831	$373,831	$0
V.	DRY UTILITIES				$1,432,475	$1,432,475	$0
				SUB-TOTAL:	$4,796,000	$4,796,000	$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST
				10% CONTINGENCY:	$480,000	$480,000	$0
				15% SOFT COSTS:	$719,000	$719,000	$0
	TOTAL CR 25A COST (HWY 113 TO HARRY LORENZO):				**$5,995,000**	**$5,995,000**	**$0**

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FINAL DRAFT

B.1 PARKLAND AVENUE (OVERCROSSING TO ROAD B) - Section A

ITEM	DESCRIPTION	QTY	UNIT	COST	COST	RTIF FEE	DEVELOPER COST
I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	0.5	AC	$5,250.00	$2,649	$2,649	$0
2.	EXCAVATION TO SUBGRADE	1,019	CY	$16.00	$16,303	$16,303	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	10,004	SF	$0.80	$8,003	$8,003	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	3,280	SF	$0.80	$2,624	$2,624	$0
5.	EROSION CONTROL	0.5	AC	$7,800.00	$3,935	$3,935	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$33,514	$33,514	$0
II.	STREET WORK & CONCRETE						
6.	7" AC PAVEMENT	9,184	SF	$5.10	$46,838	$46,838	$0
7.	26" AGGREGATE BASE (Road/Curb/Curb&Gutter)	10,004	SF	$5.10	$51,020	$51,020	$0
8.	REINFORCED CONCRETE PATH	3,280	SF	$12.50	$41,000	$41,000	$0
9.	4" PCC SIDEWALK	0	SF	$7.40	$0	$0	$0
10.	SIGNAGE AND STRIPING	1	LS	$5,000.00	$5,000	$5,000	$0
11.	CURB & GUTTER	328	LF	$30.00	$9,840	$9,840	$0
12.	MEDIAN CURB	328	LF	$19.00	$6,232	$6,232	$0
13.	STAMPED CONCRETE/ENHANCED CROSSWALK	660	SF	$34.00	$22,440	$22,440	$0
14.	SURVEY MONUMENTS	1	EA	$1,575.00	$1,575	$1,575	$0
15.	PEDESTRIAN RAMPS (incl. detectable warnings)	2	EA	$2,730.00	$5,460	$5,460	$0
16.	LANDSCAPING	4,428	SF	$10.00	$44,280	$44,280	$0
17.	CMU WALL (6')	1,504	LF	$405.00	$609,120	$609,120	$0
18.	CMU WALL (8')	1,381	LF	$540.00	$745,740	$745,740	$0
19.	BOLLARDS	0	EA	$945.00	$0	$0	$0
	STREET WORK & CONCRETE SUB-TOTAL				$1,588,546	$1,588,546	$0
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	0	LF	$105.00	$0	$0	$0
21.	30" RCP STORM DRAIN	0	LF	$147.00	$0	$0	$0
22.	42" RCP STORM DRAIN	0	LF	$315.00	$0	$0	$0
23.	24" SD MANIFOLD	0	EA	$105,000.00	$0	$0	$0
24.	TYPE II SD MANHOLE	0	EA	$6,800.00	$0	$0	$0
25.	CONNECT TO EXISTING	0	EA	$1,300.00	$0	$0	$0
26.	CURB INLET	0	EA	$6,800.00	$0	$0	$0
	STORM DRAINAGE SUB-TOTAL				$0	$0	$0
IV.	WATER SYSTEM						
27.	12" WATER MAIN (Including Fittings)	0	LF	$126.00	$0	$0	$0
28.	12" GATE VALVE	0	EA	$4,200.00	$0	$0	$0
29.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
30.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	1,000	LF	$73.00	$73,000	$73,000	$0
31.	8" WATER BLOW OFF	0	EA	$3,100.00	$0	$0	$0
32.	8" GATE VALVE - RECLAIMED WATER	1	EA	$2,600.00	$2,600	$2,600	$0
33.	IRRIGATION POC	0	EA	$6,300.00	$0	$0	$0
34.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
35.	FIRE HYDRANT AND ASSEMBLY	0	EA	$11,000.00	$0	$0	$0
	WATER SYSTEM SUB-TOTAL				$75,600	$75,600	$0
V.	DRY UTILITIES						
36.	HLA/PARKLAND SIGNAL (partially constructed)	0	LS	$372,000.00	$0	$0	$0
37.	B STREET/PARKLAND SIGNAL	1	LS	$472,000.00	$472,000	$472,000	$0
38.	SIGNAL INTERCONNECT	0	LF	$20.00	$0	$0	$0
39.	JOINT TRENCH (MAINLINE)	0	LF	$235.00	$0	$0	$0
40.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestal	0	EA	$12,000.00	$0	$0	$0
41.	COBRA STREET LIGHTS (DOUBLE)	1	EA	$15,000.00	$15,000	$15,000	$0
	DRY UTILITIES SUB-TOTAL				$487,000	$487,000	$0
	PARKLAND AVENUE (OVERCROSSING TO ROAD B) SUB-TOTAL				$2,184,660	$2,184,660	$0

B.2 PARKLAND AVENUE (ROAD B TO HARRY LORENZO AVENUE) - Section A & D

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	3.5	AC	$5,250.00	$18,460	$18,460	$0
2.	EXCAVATION TO SUBGRADE	6,985	CY	$16.00	$111,760	$111,760	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	68,580	SF	$0.80	$54,864	$54,864	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	22,860	SF	$0.80	$18,288	$18,288	$0
5.	EROSION CONTROL	3.5	AC	$7,800.00	$27,426	$27,426	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$230,797	$230,797	$0
II.	STREET WORK & CONCRETE						
6.	7" AC PAVEMENT	62,865	SF	$5.10	$320,612	$320,612	$0
7.	26" AGGREGATE BASE (Road/Curb/Curb&Gutter)	68,580	SF	$5.10	$349,758	$349,758	$0

ITEM	DESCRIPTION	QTY	UNIT	COST	COST	RTIF FEE	DEVELOPER COST
8.	REINFORCED CONCRETE PATH	22,860	SF	$12.50	$285,750	$285,750	$0
9.	4" PCC SIDEWALK	0	SF	$7.40	$0	$0	$0
10.	SIGNAGE AND STRIPING	1	LS	$6,000.00	$6,000	$6,000	$0
11.	CURB & GUTTER	2,286	LF	$30.00	$68,580	$68,580	$0
12.	MEDIAN CURB	2,286	LF	$19.00	$43,434	$43,434	$0
13.	STAMPED CONCRETE/ENHANCED CROSSWALK	1,320	SF	$34.00	$44,880	$44,880	$0
14.	SURVEY MONUMENTS	0	EA	$1,575.00	$0	$0	$0
15.	PEDESTRIAN RAMPS (incl. detectable warnings)	4	EA	$2,730.00	$10,920	$10,920	$0
16.	LANDSCAPING	30,861	SF	$10.00	$308,610	$308,610	$0
17.	CMU WALL (6')	2,267	LF	$405.00	$918,135	$918,135	$0
18.	CMU WALL (8')	0	LF	$540.00	$0	$0	$0
19.	BOLLARDS	0	EA	$945.00	$0	$0	$0
	STREET WORK & CONCRETE SUB-TOTAL				$2,356,679	$2,356,679	$0
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	292	LF	$105.00	30,660.00	$30,660	$0
21.	30" RCP STORM DRAIN	802	LF	$147.00	$117,894	$117,894	$0
22.	42" RCP STORM DRAIN	960	LF	$315.00	$302,400	$302,400	$0
23.	24" SD MANIFOLD	1	EA	$105,000.00	$105,000	$105,000	$0
24.	TYPE II SD MANHOLE	6	EA	$6,800.00	$40,800	$40,800	$0
25.	CONNECT TO EXISTING	1	EA	$1,300.00	$1,300	$1,300	$0
26.	CURB INLET	8	EA	$6,800.00	$54,400	$54,400	$0
	STORM DRAINAGE SUB-TOTAL				$652,454	$652,454	$0
IV.	WATER SYSTEM						
27.	12" WATER MAIN (Including Fittings)	1,155	LF	$126.00	$145,530	$145,530	$0
28.	12" GATE VALVE	2	EA	$4,200.00	$8,400	$8,400	$0
29.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
30.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	1,116	LF	$73.00	$81,468	$81,468	$0
31.	8" WATER BLOW OFF	0	EA	$3,100.00	$0	$0	$0
32.	8" GATE VALVE - RECLAIMED WATER	2	EA	$2,600.00	$5,200	$5,200	$0
33.	IRRIGATION POC	1	EA	$6,300.00	$6,300	$6,300	$0
34.	CONNECT TO EXISTING	1	EA	$2,600.00	$2,600	$2,600	$0
35.	FIRE HYDRANT AND ASSEMBLY	4	EA	$11,000.00	$44,000	$44,000	$0
	WATER SYSTEM SUB-TOTAL				$293,498	$293,498	$0
V.	DRY UTILITIES						
36.	HLA/PARKLAND SIGNAL (partially constructed)	1	LS	$372,000.00	$372,000	$372,000	$0
37.	B STREET/PARKLAND SIGNAL	0	LS	$472,000.00	$0	$0	$0
38.	SIGNAL INTERCONNECT (Road B to HLA)	1,175	LF	$20.00	$23,500	$23,500	$0
39.	JOINT TRENCH (MAINLINE)	1,143	LF	$235.00	$268,605	$268,605	$0
40.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestal	0	EA	$12,000.00	$0	$0	$0
41.	COBRA STREET LIGHTS (DOUBLE)	6	EA	$15,000.00	$90,000	$90,000	$0
	DRY UTILITIES SUB-TOTAL				$754,105	$754,105	$0
	PARKLAND AVENUE (ROAD B TO HARRY LORENZO AVENUE) SUB-TOTAL				$4,287,533	$4,287,533	$0
	SUMMARY						
I.	GRADING & EROSION CONTROL				$264,311	$264,311	0
II.	STREET WORK & CONCRETE				$3,945,224	$3,945,224	$0
III.	STORM DRAINAGE				$652,454	$652,454	$0
IV.	WATER SYSTEM				$369,098	$369,098	$0
V.	DRY UTILITIES				$1,241,105	$1,241,105	$0
	SUB-TOTAL:				$6,472,000	$6,472,000	$0
	10% CONTINGENCY:				$647,000	$647,000	$0
	15% SOFT COSTS:				$971,000	$971,000	$0
	TOTAL PARKLAND AVENUE COST:				**$8,090,000**	**$8,090,000**	**$0**

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REVISED: 03/14/23

FINAL DRAFT

C. MAIN INTERNAL ROADWAYS (ROAD A, C, D, E, F, G AND MARSTON)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST
ROAD A - Section H (Road G to Road C) [1]							
I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	2.3	AC	$5,250.00	$11,845	$11,845	$0
2.	EXCAVATION TO SUBGRADE	3,973	CY	$16.00	$63,571	$63,571	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	55,970	SF	$0.80	$44,776	$44,776	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	21,840	SF	$0.80	$17,472	$17,472	$0
5.	EROSION CONTROL	2.26	AC	$7,800.00	$17,598	$17,598	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$155,262	$155,262	$0
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	49,140	SF	$3.30	$162,162	$162,162	$0
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	55,970	SF	$4.20	$235,074	$235,074	$0
10.	REINFORCED CONCRETE PATH	0	SF	$12.50	$0	$0	$0
11.	4" PCC SIDEWALK	21,840	SF	$7.40	$161,616	$161,616	$0
12.	SIGNAGE AND STRIPING	1	LS	$7,000.00	$7,000	$7,000	$0
13.	CURB & GUTTER	2,730	LF	$30.00	$81,900	$81,900	$0
14.	MEDIAN CURB	0	LF	$19.00	$0	$0	$0
15.	SURVEY MONUMENTS	1	EA	$1,575.00	$1,575	$1,575	$0
16.	STAMPED CONCRETE/ENHANCED CROSSWALK	0	SF	$34.00	$0	$0	$0
17.	PEDESTRIAN RAMPS (incl. detectable warnings)	3	EA	$2,730.00	$8,190	$8,190	$0
18.	LANDSCAPING	20,475	SF	$10.00	$204,750	$204,750	$0
19.	BOLLARDS	0	EA	$945.00	$0	$0	$0
20.	ROUNDABOUT	0	EA	$105,000.00	$0	$0	$0
	STREET WORK & CONCRETE SUB-TOTAL				$862,267	$862,267	$0
III.	STORM DRAINAGE						
21.	18" RCP STORM DRAIN	885	LF	$105.00	$92,925	$92,925	$0
22.	24" RCP STORM DRAIN	0	LF	$126.00	$0	$0	$0
23.	42" RCP STORM DRAIN	680	LF	$315.00	$214,200	$214,200	$0
24.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
25.	TYPE I SD MANHOLE	3	EA	$6,800.00	$20,400	$20,400	$0
26.	TYPE II SD MANHOLE	3	EA	$8,900.00	$26,700	$26,700	$0
27.	CURB INLET	10	EA	$6,800.00	$68,000	$68,000	$0
	STORM DRAINAGE SUB-TOTAL				$422,225	$422,225	$0
IV.	SEWER SYSTEM						
28.	8" SDR-35 PVC	1,365	LF	$78.00	$106,470	$106,470	$0
29.	10" SDR-35 PVC	0	LF	$78.00	$0	$0	$0
30.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
31.	48" SEWER MANHOLE	4	EA	$8,400.00	$33,600	$33,600	$0
	SEWER SYSTEM SUB-TOTAL				140,070	$140,070	$0
V.	WATER SYSTEM						
32.	8" WATER MAIN (Including Fittings)	1,365	LF	$73.00	$99,645	$99,645	$0
33.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
34.	12" WATER MAIN (Including Fittings)	0	LF	$126.00	$0	$0	$0
35.	12" GATE VALVE	0	EA	$4,200.00	$0	$0	$0
36.	8" GATE VALVE	5	EA	$2,600.00	$13,000	$13,000	$0
37.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
38.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
39.	FIRE HYDRANT AND ASSEMBLY	3	EA	$11,000.00	$33,000	$33,000	$0
	WATER SYSTEM SUB-TOTAL				$145,645	$145,645	$0
VI.	STREETLIGHTS						
39.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
40.	SIGNAL INTERCONNECT	0	EA	$52,500.00	$0	$0	$0
41.	JOINT TRENCH	1,365	LF	$105.00	$143,325	$143,325	$0
42.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
43.	COBRA STREET LIGHTS (SINGLE)	6	EA	$12,000.00	$72,000	$72,000	$0
44.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$215,325	$215,325	$0
	SUMMARY						
I.	GRADING & EROSION CONTROL				$155,262	$155,262	$0
II.	STREET WORK & CONCRETE				$862,267	$862,267	$0
III.	STORM DRAINAGE				$422,225	$422,225	$0
VI.	SEWER SYSTEM				$140,070	$140,070	$0
V.	WATER SYSTEM				$145,645	$145,645	$0
VI.	STREETLIGHTS				$215,325	$215,325	$0

SUB-TOTAL:	$1,941,000	$1,941,000	$0
10% CONTINGENCY:	$194,000	$194,000	$0
15% SOFT COSTS:	$291,000	$291,000	$0
TOTAL ROAD A COST:	**$2,426,000**	**$2,426,000**	**$0**

ROAD C - Section I (Road B to Road D) [1]

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	1.8	AC	$5,250.00	$9,288	$3,586	$5,702
2.	EXCAVATION TO SUBGRADE	3,718	CY	$16.00	$59,482	$22,972	$36,510
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	52,370	SF	$0.80	$41,896	$16,832	$25,064
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	11,856	SF	$0.80	$9,485	$3,476	$6,008
5.	EROSION CONTROL	1.77	AC	$7,800.00	$13,799	$5,328	$8,471
	GRADING & EROSION CONTROL SUB-TOTAL				$133,950	$52,196	$81,755
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	47,424	SF	$3.30	$156,499	$62,868	$93,631
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	52,370	SF	$4.20	$219,954	$64,153	$155,801
10.	REINFORCED CONCRETE PATH	0	SF	$12.50	$0	$0	$0
11.	4" PCC SIDEWALK	11,856	SF	$7.40	$87,734	$32,157	$55,578
12.	SIGNAGE AND STRIPING	1	LS	$5,000.00	$5,000	$1,500	$3,500
13.	CURB & GUTTER	1,976	LF	$30.00	$59,280	$9,210	$50,070
14.	SURVEY MONUMENTS	0	EA	$1,575.00	$0	$0	$0
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	0	SF	$34.00	$0	$0	$0
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	0	EA	$2,730.00	$0	$0	$0
17.	LANDSCAPING	12,844	SF	$10.00	$128,440	$28,300	$100,140
18.	BOLLARDS	0	EA	$945.00	$0	$0	$0
19.	ROUNDABOUT	0	EA	$105,000.00	$0	$0	$0
	STREET WORK & CONCRETE SUB-TOTAL				$656,908	$198,188	$458,719
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	208	LF	$105.00	$21,840	$0	$21,840
21.	24" RCP STORM DRAIN	988	LF	$126.00	$124,488	$0	$124,488
22.	42" RCP STORM DRAIN	0	LF	$315.00	$0	$0	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	4	EA	$6,800.00	$27,200	$0	$27,200
25.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0
26.	CURB INLET	8	EA	$6,800.00	$54,400	$0	$54,400
	STORM DRAINAGE SUB-TOTAL				$227,928	$0	$227,928
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	683	LF	$78.00	$53,274	$0	$53,274
28.	10" SDR-35 PVC	305	LF	$78.00	$23,790	$23,790	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	3	EA	$8,400.00	$25,200	$8,400	$16,800
	SEWER SYSTEM SUB-TOTAL				$102,264	$32,190	$70,074
V.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	0	LF	$73.50	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.50	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	988	LF	$126.00	$124,488	$124,488	$0
34.	12" GATE VALVE	3	EA	$4,200.00	$12,600	$12,600	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,625.00	$0	$0	$0
36.	CONNECT TO EXISTING	0	EA	$2,625.00	$0	$0	$0
37.	FIRE HYDRANT AND ASSEMBLY	3	EA	$11,025.00	$33,075	$0	$33,075
	WATER SYSTEM SUB-TOTAL				$170,163	$137,088	$33,075
VI.	STREETLIGHTS						
31.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
32.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
33.	JOINT TRENCH	988	LF	$105.00	$103,740	$0	$103,740
34.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
35.	COBRA STREET LIGHTS (SINGLE)	5	EA	$12,000.00	$60,000	$0	$60,000
36.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$163,740	$0	$163,740
	SUMMARY						
I.	GRADING & EROSION CONTROL				$133,950	$52,196	$81,755
II.	STREET WORK & CONCRETE				$656,908	$198,188	$458,719
III.	STORM DRAINAGE				$227,928	$0	$227,928
VI.	SEWER SYSTEM				$102,264	$32,190	$70,074
V.	WATER SYSTEM				$170,163	$137,088	$33,075
VI.	STREETLIGHTS				$163,740	$0	$163,740
				SUB-TOTAL:	$1,455,000	$420,000	$1,035,000
				10% CONTINGENCY:	$146,000	$42,000	$104,000
				15% SOFT COSTS:	$218,000	$63,000	$155,000
				TOTAL ROAD C (Section I) COST:	**$1,819,000**	**$525,000**	**$1,294,000**

ROAD C - Section J (Road A to Road B) [1]

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	0.8	AC	$5,250.00	$4,406	$4,406	$0
2.	EXCAVATION TO SUBGRADE	1,438	CY	$16.00	$23,000	$23,000	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	20,250	SF	$0.80	$16,200	$16,200	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	9,880	SF	$0.80	$7,904	$7,904	$0
5.	EROSION CONTROL	0.84	AC	$7,800.00	$6,546	$6,546	$0
		GRADING & EROSION CONTROL SUB-TOTAL			$58,056	$58,056	$0
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	17,784	SF	$3.30	$58,687	$58,687	$0
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	20,250	SF	$4.20	$85,050	$85,050	$0
10.	REINFORCED CONCRETE PATH	9,880	SF	$12.50	$123,500	$123,500	$0
11.	4" PCC SIDEWALK	0	SF	$7.40	$0	$0	$0
12.	SIGNAGE AND STRIPING	1	LS	$2,000.00	$2,000	$2,000	$0
13.	CURB & GUTTER	988	LF	$30.00	$29,640	$29,640	$0
14.	SURVEY MONUMENTS	1	EA	$1,575.00	$1,575	$1,575	$0
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	0	SF	$34.00	$0	$0	$0
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	4	EA	$2,730.00	$10,920	$10,920	$0
17.	LANDSCAPING	6,422	SF	$10.00	$64,220	$64,220	$0
18.	BOLLARDS	0	EA	$945.00	$0	$0	$0
19.	ROUNDABOUT	1	EA	$105,000.00	$105,000	$105,000	$0
		STREET WORK & CONCRETE SUB-TOTAL			$480,592	$480,592	$0
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	574	LF	$105.00	$60,270	$60,270	$0
21.	24" RCP STORM DRAIN	0	LF	$126.00	$0	$0	$0
22.	42" RCP STORM DRAIN	0	LF	$315.00	$0	$0	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	2	EA	$6,800.00	$13,600	$13,600	$0
25.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0
26.	CURB INLET	4	EA	$6,800.00	$27,200	$27,200	$0
		STORM DRAINAGE SUB-TOTAL			$101,070	$101,070	$0
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	494	LF	$78.00	$38,532	$38,532	$0
28.	10" SDR-35 PVC	0	LF	$78.00	$0	$0	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	2	EA	$8,400.00	$16,800	$16,800	$0
		SEWER SYSTEM SUB-TOTAL			$55,332	$55,332	$0
V.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	494	LF	$126.00	$62,244	$62,244	$0
34.	12" GATE VALVE	2	EA	$4,200.00	$8,400	$8,400	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
36.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
37.	FIRE HYDRANT AND ASSEMBLY	1	EA	$11,000.00	$11,000	$11,000	$0
38.	4" IRRIGATION SLEEVE	149	LF	$22.00	$3,278	$3,278	$0
		WATER SYSTEM SUB-TOTAL			$84,922	$84,922	$0
VI.	STREETLIGHTS						
39.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
40.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
41.	JOINT TRENCH	494	LF	$105.00	$51,870	$51,870	$0
42.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
43.	COBRA STREET LIGHTS (SINGLE)	3	EA	$12,000.00	$36,000	$36,000	$0
44.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
		STREETLIGHTS SUB-TOTAL			$87,870	$87,870	$0
	SUMMARY						
I.	GRADING & EROSION CONTROL				$58,056	$58,056	$0
II.	STREET WORK & CONCRETE				$480,592	$480,592	$0
III.	STORM DRAINAGE				$101,070	$101,070	$0
VI.	SEWER SYSTEM				$55,332	$55,332	$0
V.	WATER SYSTEM				$84,922	$84,922	$0
VI.	STREETLIGHTS				$87,870	$87,870	$0
				SUB-TOTAL:	$868,000	$868,000	$0
				10% CONTINGENCY:	$87,000	$87,000	$0
				15% SOFT COSTS:	$130,000	$130,000	$0
		TOTAL ROAD C (Section J) COST:			**$955,000**	**$955,000**	**$0**

ROAD D - Section C2 (CR 25A to Marston Drive) [1]

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	2.3	AC	$5,250.00	$12,140	$2,428	$9,712
2.	EXCAVATION TO SUBGRADE	4,767	CY	$16.00	$76,269	$15,254	$61,015
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	67,150	SF	$0.80	$53,720	$13,132	$40,588
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	14,773	SF	$0.80	$11,818	$2,149	$9,670
5.	EROSION CONTROL	2.31	AC	$7,800.00	$18,036	$3,607	$14,429
		GRADING & EROSION CONTROL SUB-TOTAL			$171,983	$36,569	$135,414
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	60,435	SF	$3.30	$199,436	$48,751	$150,685
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	67,150	SF	$4.20	$282,030	$68,941	$213,089
10.	REINFORCED CONCRETE PATH	0	SF	$12.50	$0	$0	$0
11.	4" PCC SIDEWALK	14,773	SF	$7.40	$109,320	$19,876	$89,444
12.	SIGNAGE AND STRIPING	1	LS	$7,000.00	$7,000	$1,750	$5,250
13.	CURB & GUTTER	2,686	LF	$30.00	$80,580	$0	$80,580
14.	SURVEY MONUMENTS	1	EA	$1,575.00	$1,575	$0	$1,575
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	0	SF	$34.00	$0	$0	$0
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	3	EA	$2,730.00	$8,190	$0	$8,190
17.	LANDSCAPING	18,802	SF	$10.00	$188,020	$26,860	$161,160
18.	BOLLARDS	0	EA	$945.00	$0	$0	$0
19.	ROUNDABOUT	0	EA	$105,000.00	$0	$0	$0
		STREET WORK & CONCRETE SUB-TOTAL			$876,151	$166,178	$709,973
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	690	LF	$105.00	$72,450	$0	$72,450
21.	24" RCP STORM DRAIN	898	LF	$126.00	$113,148	$0	$113,148
22.	42" RCP STORM DRAIN	0	LF	$315.00	$0	$0	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	5	EA	$6,800.00	$34,000	$0	$34,000
25.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0
26.	CURB INLET	10	EA	$6,800.00	$68,000	$0	$68,000
		STORM DRAINAGE SUB-TOTAL			$287,598	$0	$287,598
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	1,343	LF	$78.00	$104,754	$0	$104,754
28.	10" SDR-35 PVC	0	LF	$78.00	$0	$0	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	4	EA	$8,400.00	$33,600	$0	$33,600
		SEWER SYSTEM SUB-TOTAL			$138,354	$0	$138,354
V.	WATER SYSTEM						
31.	8" WATER MAIN - (Including Fittings)	0	LF	$73.00	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	1,343	LF	$126.00	$169,218	$169,218	$0
34.	12" GATE VALVE	5	EA	$4,200.00	$21,000	$21,000	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
36.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
37.	FIRE HYDRANT AND ASSEMBLY	4	EA	$11,000.00	$44,000	$0	$44,000
		WATER SYSTEM SUB-TOTAL			$234,218	$190,218	$44,000
VI.	STREETLIGHTS						
38.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
39.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
40.	JOINT TRENCH	1,343	LF	$105.00	$141,015	$0	$141,015
41.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
42.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestals)	10	EA	$12,000.00	$120,000	$0	$120,000
43.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
		STREETLIGHTS SUB-TOTAL			$261,015	$0	$261,015
	SUMMARY						
I.	GRADING & EROSION CONTROL				$171,983	$36,569	$135,414
II.	STREET WORK & CONCRETE				$876,151	$166,178	$709,973
III.	STORM DRAINAGE				$287,598	$0	$287,598
VI.	SEWER SYSTEM				$138,354	$0	$138,354
V.	WATER SYSTEM				$234,218	$190,218	$44,000
VI.	STREETLIGHTS				$261,015	$0	$261,015
				SUB-TOTAL:	$1,969,000	$393,000	$1,576,000
				10% CONTINGENCY:	$197,000	$39,000	$158,000
				15% SOFT COSTS:	$295,000	$59,000	$236,000
		TOTAL ROAD D (Section C2) COST:			**$2,461,000**	**$491,000**	**$1,970,000**

ROAD D - Section K1 (Marston Drive to Road E)

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	2.5	AC	$5,250.00	$13,320	$0	$13,320
2.	EXCAVATION TO SUBGRADE	5,100	CY	$16.00	$81,596	$0	$81,596
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	71,840	SF	$0.80	$57,472	$0	$57,472
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	16,578	SF	$0.80	$13,262	$0	$13,262
5.	EROSION CONTROL	2.54	AC	$7,800.00	$19,790	$0	$19,790
		GRADING & EROSION CONTROL SUB-TOTAL			$185,441	$0	$185,441
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	62,628	SF	$3.30	$206,672	$0	$206,672
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	71,840	SF	$4.20	$301,728	$0	$301,728
10.	REINFORCED CONCRETE PATH	0	SF	$12.50	$0	$0	$0
11.	4" PCC SIDEWALK	16,578	SF	$7.40	$122,677	$0	$122,677
12.	SIGNAGE AND STRIPING	1	LS	$10,000.00	$10,000	$0	$10,000
13.	CURB & GUTTER	3,684	LF	$30.00	$110,520	$0	$110,520
14.	SURVEY MONUMENTS	3	EA	$1,575.00	$4,725	$0	$4,725
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	410	SF	$34.00	$13,940	$0	$13,940
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	6	EA	$2,730.00	$16,380	$0	$16,380
17.	LANDSCAPING	22,104	SF	$10.00	$221,040	$0	$221,040
18.	BOLLARDS	2	EA	$945.00	$1,890	$0	$1,890
19.	ROUNDABOUT	0	EA	$105,000.00	$0	$0	$0
		STREET WORK & CONCRETE SUB-TOTAL			$1,009,573	$0	$1,009,573
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	266	LF	$105.00	$27,930	$0	$27,930
21.	24" RCP STORM DRAIN	1,842	LF	$126.00	$232,092	$0	$232,092
22.	42" RCP STORM DRAIN	0	LF	$315.00	$0	$0	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	7	EA	$6,800.00	$47,600	$0	$47,600
25.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0
26.	CURB INLET	14	EA	$6,800.00	$95,200	$0	$95,200
		STORM DRAINAGE SUB-TOTAL			$402,822	$0	$402,822
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	612	LF	$78.00	$47,736	$0	$47,736
28.	10" SDR-35 PVC	1,230	LF	$78.00	$95,940	$95,940	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	6	EA	$8,400.00	$50,400	$33,600	$16,800
		SEWER SYSTEM SUB-TOTAL			$194,076	$129,540	$64,536
V.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	1,842	LF	$126.00	$232,092	$232,092	$0
34.	12" GATE VALVE	4	EA	$4,200.00	$16,800	$16,800	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
36.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
37.	FIRE HYDRANT AND ASSEMBLY	7	EA	$11,000.00	$77,000	$0	$77,000
		WATER SYSTEM SUB-TOTAL			$325,892	$248,892	$77,000
VI.	STREETLIGHTS						
38.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
39.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
40.	JOINT TRENCH	1,842	LF	$105.00	$193,410	$0	$193,410
41.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
42.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestals)	14	EA	$12,000.00	$168,000	$0	$168,000
43.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
		STREETLIGHTS SUB-TOTAL			$361,410	$0	$361,410
	SUMMARY						
I.	GRADING & EROSION CONTROL				$185,441	$0	$185,441
II.	STREET WORK & CONCRETE				$1,009,573	$0	$1,009,573
III.	STORM DRAINAGE				$402,822	$0	$402,822
VI.	SEWER SYSTEM				$194,076	$129,540	$64,536
V.	WATER SYSTEM				$325,892	$248,892	$77,000
VI.	STREETLIGHTS				$361,410	$0	$361,410
				SUB-TOTAL:	$2,479,000	$378,000	$2,101,000
				10% CONTINGENCY:	$248,000	$38,000	$210,000
				15% SOFT COSTS:	$372,000	$57,000	$315,000
				TOTAL ROAD D (Section K1) COST:	**$3,099,000**	**$473,000**	**$2,626,000**

ROAD E - Section K2 (Road B to Road D) [1]

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	1.3	AC	$5,250.00	$6,931	$1,934	$4,997
2.	EXCAVATION TO SUBGRADE	2,431	CY	$16.00	$38,890	$10,262	$28,628
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	34,240	SF	$0.80	$27,392	$4,928	$22,464
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	12,731	SF	$0.80	$10,185	$5,127	$5,058
5.	EROSION CONTROL	1.32	AC	$7,800.00	$10,298	$2,873	$7,424
	GRADING & EROSION CONTROL SUB-TOTAL				$93,696	$25,125	$68,571
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	29,852	SF	$3.30	$98,512	$17,728	$80,784
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	34,240	SF	$4.20	$143,808	$25,872	$117,936
10.	REINFORCED CONCRETE PATH	8,780	SF	$12.50	$109,750	$91,035	$18,715
11.	4" PCC SIDEWALK	3,951	SF	$7.40	$29,237	$0	$29,237
12.	SIGNAGE AND STRIPING	1	LS	$4,000.00	$4,000	$0	$4,000
13.	CURB & GUTTER	1,756	LF	$30.00	$52,680	$9,480	$43,200
14.	SURVEY MONUMENTS	0	EA	$1,575.00	$0	$0	$0
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	540	SF	$34.00	$18,360	$9,180	$9,180
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	2	EA	$2,730.00	$5,460	$2,730	$2,730
17.	LANDSCAPING	10,536	SF	$10.00	$105,360	$18,960	$86,400
18.	BOLLARDS	3	EA	$945.00	$2,835	$945	$1,890
19.	ROUNDABOUT	0	EA	$105,000.00	$0	$0	$0
	STREET WORK & CONCRETE SUB-TOTAL				$570,002	$175,930	$394,072
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	114	LF	$105.00	$11,970	$0	$11,970
21.	24" RCP STORM DRAIN	878	LF	$126.00	$110,628	$0	$110,628
22.	42" RCP STORM DRAIN	0	LF	$315.00	$0	$0	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	3	EA	$6,800.00	$20,400	$0	$20,400
25.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0
26.	CURB INLET	6	EA	$6,800.00	$40,800	$0	$40,800
	STORM DRAINAGE SUB-TOTAL				$183,798	$0	$183,798
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	573	LF	$78.00	$44,694	$0	$44,694
28.	10" SDR-35 PVC	0	LF	$78.00	$0	$0	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	2	EA	$8,400.00	$16,800	$0	$16,800
	SEWER SYSTEM SUB-TOTAL				$61,494	$0	$61,494
V.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	878	LF	$126.00	$110,628	$110,628	$0
34.	12" GATE VALVE	2	EA	$4,200.00	$8,400	$8,400	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
36.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
37.	FIRE HYDRANT AND ASSEMBLY	2	EA	$11,000.00	$22,000	$0	$22,000
38.	4" IRRIGATION SLEEVE	132	LF	$22.00	$2,904	$2,904	$0
	WATER SYSTEM SUB-TOTAL				$143,932	$121,932	$22,000
VI.	STREETLIGHTS						
39.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
40.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
41.	JOINT TRENCH	878	LF	$105.00	$92,190	$0	$92,190
42.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
43.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestals)	7	EA	$12,000.00	$84,000	$0	$84,000
44.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$176,190	$0	$176,190
	SUMMARY						
I.	GRADING & EROSION CONTROL				$93,696	$25,125	$68,571
II.	STREET WORK & CONCRETE				$570,002	$175,930	$394,072
III.	STORM DRAINAGE				$183,798	$0	$183,798
VI.	SEWER SYSTEM				$61,494	$0	$61,494
V.	WATER SYSTEM				$143,932	$121,932	$22,000
VI.	STREETLIGHTS				$176,190	$0	$176,190
				SUB-TOTAL:	$1,229,000	$323,000	$906,000
				10% CONTINGENCY:	$123,000	$32,000	$91,000
				15% SOFT COSTS:	$184,000	$48,000	$136,000
	TOTAL ROAD E (Section K2) COST:				**$1,352,000**	**$355,000**	**$997,000**

ROAD E - Section L (West End to Road B) [1]

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	0.7	AC	$5,250.00	$3,474	$3,474	$0
2.	EXCAVATION TO SUBGRADE	1,124	CY	$16.00	$17,980	$17,980	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	15,830	SF	$0.80	$12,664	$12,664	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	8,120	SF	$0.80	$6,496	$6,496	$0
5.	EROSION CONTROL	0.66	AC	$7,800.00	$5,162	$5,162	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$45,776	$45,776	$0
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	13,804	SF	$3.30	$45,553	$45,553	$0
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	15,830	SF	$4.20	$66,486	$66,486	$0
10.	REINFORCED CONCRETE PATH	8,120	SF	$12.50	$101,500	$101,500	$0
11.	4" PCC SIDEWALK	0	SF	$7.40	$0	$0	$0
12.	SIGNAGE AND STRIPING	1	LS	$2,000.00	$2,000	$2,000	$0
13.	CURB & GUTTER	812	LF	$30.00	$24,360	$24,360	$0
14.	SURVEY MONUMENTS	1	EA	$1,575.00	$1,575	$1,575	$0
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	410	SF	$34.00	$13,940	$13,940	$0
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	4	EA	$2,730.00	$10,920	$10,920	$0
17.	LANDSCAPING	4,872	SF	$10.00	$48,720	$48,720	$0
18.	BOLLARDS	0	EA	$945.00	$0	$0	$0
19.	ROUNDABOUT	1	EA	$105,000.00	$105,000	$105,000	$0
	STREET WORK & CONCRETE SUB-TOTAL				$420,054	$420,054	$0
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	76	LF	$105.00	$7,980	$7,980	$0
21.	24" RCP STORM DRAIN	406	LF	$126.00	$51,156	$51,156	$0
22.	42" RCP STORM DRAIN	0	LF	$315.00	$0	$0	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	2	EA	$6,800.00	$13,600	$13,600	$0
25.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0
26.	CURB INLET	4	EA	$6,800.00	$27,200	$27,200	$0
	STORM DRAINAGE SUB-TOTAL				$99,936	$99,936	$0
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	406	LF	$78.00	$31,668	$31,668	$0
28.	10" SDR-35 PVC	0	LF	$78.00	$0	$0	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	2	EA	$8,400.00	$16,800	$16,800	$0
	SEWER SYSTEM SUB-TOTAL				$48,468	$48,468	$0
V.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	406	LF	$126.00	$51,156	$51,156	$0
34.	12" GATE VALVE	2	EA	$4,200.00	$8,400	$8,400	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
36.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
37.	FIRE HYDRANT AND ASSEMBLY	1	EA	$11,000.00	$11,000	$11,000	$0
38.	4" IRRIGATION SLEEVE	122	LF	$22.00	$2,684	$2,684	$0
	WATER SYSTEM SUB-TOTAL				$73,240	$73,240	$0
VI.	STREETLIGHTS						
39.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
40.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
41.	JOINT TRENCH	406	LF	$105.00	$42,630	$42,630	$0
42.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
43.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestals)	4	EA	$12,000.00	$48,000	$48,000	$0
44.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$90,630	$90,630	$0
	SUMMARY						
I.	GRADING & EROSION CONTROL				$45,776	$45,776	$0
II.	STREET WORK & CONCRETE				$420,054	$420,054	$0
III.	STORM DRAINAGE				$99,936	$99,936	$0
VI.	SEWER SYSTEM				$48,468	$48,468	$0
V.	WATER SYSTEM				$73,240	$73,240	$0
VI.	STREETLIGHTS				$90,630	$90,630	$0
				SUB-TOTAL:	$778,000	$778,000	$0
				10% CONTINGENCY:	$78,000	$78,000	$0
				15% SOFT COSTS:	$117,000	$117,000	$0
				TOTAL ROAD E (Section L) COST:	**$856,000**	**$856,000**	**$0**

ROAD F - Section M (Parkland Avenue to Harry Lorenzo Avenue)

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	2.2	AC	$5,250.00	$11,664	$0	$11,664
2.	EXCAVATION TO SUBGRADE	4,466	CY	$16.00	$71,453	$0	$71,453
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	62,910	SF	$0.80	$50,328	$0	$50,328
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	14,517	SF	$0.80	$11,614	$0	$11,614
5.	EROSION CONTROL	2.22	AC	$7,800.00	$17,330	$0	$17,330
	GRADING & EROSION CONTROL SUB-TOTAL				$162,389	$0	$162,389
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	54,842	SF	$3.30	$180,979	$0	$180,979
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	62,910	SF	$4.20	$264,222	$0	$264,222
10.	REINFORCED CONCRETE PATH	0	SF	$12.50	$0	$0	$0
11.	4" PCC SIDEWALK	14,517	SF	$7.40	$107,426	$0	$107,426
12.	SIGNAGE AND STRIPING	1	LS	$8,000.00	$8,000	$0	$8,000
13.	CURB & GUTTER	3,226	LF	$30.00	$96,780	$0	$96,780
14.	SURVEY MONUMENTS	2	EA	$1,575.00	$3,150	$0	$3,150
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	0	SF	$34.00	$0	$0	$0
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	6	EA	$2,730.00	$16,380	$0	$16,380
17.	LANDSCAPING	19,356	SF	$10.00	$193,560	$0	$193,560
18.	BOLLARDS	0	EA	$945.00	$0	$0	$0
19.	ROUNDABOUT	1	EA	$105,000.00	$105,000	$105,000	$0
	STREET WORK & CONCRETE SUB-TOTAL				$975,496	$105,000	$870,496
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	228	LF	$105.00	$23,940	$0	$23,940
21.	36" RCP STORM DRAIN	620	LF	$184.00	$114,080	$114,080	$0
22.	42" RCP STORM DRAIN	960	LF	$315.00	$302,400	$302,400	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	3	EA	$6,800.00	$20,400	$20,400	$0
25.	TYPE II SD MANHOLE	4	EA	$8,900.00	$35,600	$35,600	$0
26.	CURB INLET	12	EA	$6,800.00	$81,600	$0	$81,600
	STORM DRAINAGE SUB-TOTAL				$578,020	$472,480	$105,540
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	1,613	LF	$78.00	$125,814	$0	$125,814
28.	10" SDR-35 PVC	0	LF	$78.00	$0	$0	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	5	EA	$8,400.00	$42,000	$0	$42,000
	SEWER SYSTEM SUB-TOTAL				$167,814	$0	$167,814
V.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	1,590	LF	$126.00	$200,340	$200,340	$0
34.	12" GATE VALVE	4	EA	$4,200.00	$16,800	$16,800	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
36.	CONNECT TO EXISTING	1	EA	$2,600.00	$2,600	$0	$2,600
37.	FIRE HYDRANT AND ASSEMBLY	5	EA	$11,000.00	$55,000	$0	$55,000
	WATER SYSTEM SUB-TOTAL				$274,740	$217,140	$57,600
VI.	STREETLIGHTS						
38.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
39.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
40.	JOINT TRENCH	1,613	LF	$105.00	$169,365	$0	$169,365
41.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
42.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestals)	12	EA	$12,000.00	$144,000	$0	$144,000
43.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$313,365	$0	$313,365
	SUMMARY						
I.	GRADING & EROSION CONTROL				$162,389	$0	$162,389
II.	STREET WORK & CONCRETE				$975,496	$105,000	$870,496
III.	STORM DRAINAGE				$578,020	$472,480	$105,540
VI.	SEWER SYSTEM				$167,814	$0	$167,814
V.	WATER SYSTEM				$274,740	$217,140	$57,600
VI.	STREETLIGHTS				$313,365	$0	$313,365
				SUB-TOTAL:	$2,472,000	$795,000	$1,677,000
				10% CONTINGENCY:	$247,000	$80,000	$168,000
				15% SOFT COSTS:	$371,000	$119,000	$252,000
				TOTAL ROAD F COST:	**$3,090,000**	**$994,000**	**$2,097,000**

ROAD G - Section H (West End to Road B) [1]

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	1.5	AC	$5,250.00	$7,949	$7,949	$0
2.	EXCAVATION TO SUBGRADE	2,666	CY	$16.00	$42,661	$42,661	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	37,560	SF	$0.80	$30,048	$30,048	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	14,656	SF	$0.80	$11,725	$11,725	$0
5.	EROSION CONTROL	1.51	AC	$7,800.00	$11,810	$11,810	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$104,192	$104,192	$0
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	32,976	SF	$3.30	$108,821	$108,821	$0
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	37,560	SF	$4.20	$157,752	$157,752	$0
10.	REINFORCED CONCRETE PATH	0	SF	$12.50	$0	$0	$0
11.	4" PCC SIDEWALK	14,656	SF	$7.40	$108,454	$108,454	$0
12.	SIGNAGE AND STRIPING	1	LS	$5,000.00	$5,000	$5,000	$0
13.	CURB & GUTTER	1,832	LF	$30.00	$54,960	$54,960	$0
14.	MEDIAN CURB	0	LF	$19.00	$0	$0	$0
15.	SURVEY MONUMENTS	1	EA	$1,575.00	$1,575	$1,575	$0
16.	STAMPED CONCRETE/ENHANCED CROSSWALK	0	SF	$34.00	$0	$0	$0
17.	PEDESTRIAN RAMPS (incl. detectable warnings)	4	EA	$2,730.00	$10,920	$10,920	$0
18.	LANDSCAPING	13,740	SF	$10.00	$137,400	$137,400	$0
19.	BOLLARDS	0	EA	$945.00	$0	$0	$0
20.	ROUNDABOUT	1	EA	$105,000.00	$105,000	$105,000	$0
	STREET WORK & CONCRETE SUB-TOTAL				$689,882	$689,882	$0
III.	STORM DRAINAGE						
21.	18" RCP STORM DRAIN	160	LF	$105.00	$16,800	$16,800	$0
22.	36" RCP STORM DRAIN	422	LF	$184.00	$77,648	$77,648	$0
23.	42" RCP STORM DRAIN	0	LF	$315.00	$0	$0	$0
24.	48" RCP STORM DRAIN	494	LF	$168.00	$82,992	$82,992	$0
25.	TYPE I SD MANHOLE	2	EA	$6,800.00	$13,600	$13,600	$0
26.	TYPE II SD MANHOLE	2	EA	$8,900.00	$17,800	$17,800	$0
27.	CURB INLET	8	EA	$6,800.00	$54,400	$54,400	$0
	STORM DRAINAGE SUB-TOTAL				$263,240	$263,240	$0
IV.	SEWER SYSTEM						
28.	8" SDR-35 PVC	916	LF	$78.00	$71,448	$71,448	$0
29.	10" SDR-35 PVC	0	LF	$78.00	$0	$0	$0
30.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
31.	48" SEWER MANHOLE	3	EA	$8,400.00	$25,200	$25,200	$0
	SEWER SYSTEM SUB-TOTAL				$96,648	$96,648	$0
V.	WATER SYSTEM						
32.	8" WATER MAIN (Including Fittings)	915	LF	$73.00	$66,795	$66,795	$0
33.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
34.	12" WATER MAIN (Including Fittings)	0	LF	$126.00	$0	$0	$0
35.	12" GATE VALVE	0	EA	$4,200.00	$0	$0	$0
36.	8" GATE VALVE	4	EA	$2,600.00	$10,400	$10,400	$0
37.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
38.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
39.	FIRE HYDRANT AND ASSEMBLY	3	EA	$11,000.00	$33,000	$33,000	$0
	WATER SYSTEM SUB-TOTAL				$110,195	$110,195	$0
VI.	STREETLIGHTS						
40.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
41.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
42.	JOINT TRENCH	916	LF	$105.00	$96,180	$96,180	$0
43.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
44.	COBRA STREET LIGHTS (SINGLE)	4	EA	$12,000.00	$48,000	$48,000	$0
45.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$144,180	$144,180	$0
	SUMMARY						
I.	GRADING & EROSION CONTROL				$104,192	$104,192	$0
II.	STREET WORK & CONCRETE				$689,882	$689,882	$0
III.	STORM DRAINAGE				$263,240	$263,240	$0
VI.	SEWER SYSTEM				$96,648	$96,648	$0
V.	WATER SYSTEM				$110,195	$110,195	$0
VI.	STREETLIGHTS				$144,180	$144,180	$0
				SUB-TOTAL:	$1,408,000	$1,408,000	$0
				10% CONTINGENCY:	$141,000	$141,000	$0
				15% SOFT COSTS:	$211,000	$211,000	$0
				TOTAL ROAD G COST:	**$1,760,000**	**$1,760,000**	**$0**

MARSTON DRIVE - Section C1 (Road D to Harry Lorenzo Avenue) [1]

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	1.8	AC	$5,250.00	$9,213	$2,632	$6,581
2.	EXCAVATION TO SUBGRADE	3,230	CY	$16.00	$51,679	$14,765	$36,914
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	45,500	SF	$0.80	$36,400	$8,898	$27,502
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	14,105	SF	$0.80	$11,284	$4,732	$6,552
5.	EROSION CONTROL	1.75	AC	$7,800.00	$13,688	$3,911	$9,777
	GRADING & EROSION CONTROL SUB-TOTAL				$122,263	$34,938	$87,325
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	40,950	SF	$3.30	$135,135	$33,033	$102,102
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	45,500	SF	$4.20	$191,100	$46,713	$144,387
10.	REINFORCED CONCRETE PATH	9,100	SF	$12.50	$113,750	$83,447	$30,303
11.	4" PCC SIDEWALK	5,005	SF	$7.40	$37,037	$6,734	$30,303
12.	SIGNAGE AND STRIPING	1	LS	$5,000.00	$5,000	$2,000	$3,000
13.	CURB & GUTTER	1,820	LF	$30.00	$54,600	$0	$54,600
14.	SURVEY MONUMENTS	1	EA	$1,575.00	$1,575	$0	$1,575
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	540	SF	$34.00	$18,360	$0	$18,360
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	4	EA	$2,730.00	$10,920	$0	$10,920
17.	LANDSCAPING	16,835	SF	$10.00	$168,350	$59,150	$109,200
18.	BOLLARDS	2	EA	$945.00	$1,890	$0	$1,890
19.	ROUNDABOUT	1	EA	$105,000.00	$105,000	$105,000	$0
	STREET WORK & CONCRETE SUB-TOTAL				$842,717	$336,077	$506,640
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	196	LF	$105.00	$20,580	$0	$20,580
21.	24" RCP STORM DRAIN	480	LF	$126.00	$60,480	$0	$60,480
22.	42" RCP STORM DRAIN	430	LF	$315.00	$135,450	$135,450	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	2	EA	$6,800.00	$13,600	$0	$13,600
25.	TYPE II SD MANHOLE	2	EA	$8,900.00	$17,800	$17,800	$0
26.	CURB INLET	8	EA	$6,800.00	$54,400	$0	$54,400
	STORM DRAINAGE SUB-TOTAL				$302,310	$153,250	$149,060
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	0	LF	$78.00	$0	$0	$0
28.	10" SDR-35 PVC	910	LF	$78.00	$70,980	$70,980	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	3	EA	$8,400.00	$25,200	$25,200	$0
	SEWER SYSTEM SUB-TOTAL				$96,180	$96,180	$0
V.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	865	LF	$126.00	$108,990	$108,990	$0
34.	12" GATE VALVE	2	EA	$4,200.00	$8,400	$8,400	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
36.	CONNECT TO EXISTING	1	EA	$2,600.00	$2,600	$2,600	$0
37.	FIRE HYDRANT AND ASSEMBLY	3	EA	$11,000.00	$33,000	$0	$33,000
38.	4" IRRIGATION SLEEVE	137	LF	$22.00	$3,014	$3,014	$0
	WATER SYSTEM SUB-TOTAL				$156,004	$123,004	$33,000
VI.	STREETLIGHTS						
39.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
40.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
41.	JOINT TRENCH	910	LF	$105.00	$95,550	$0	$95,550
42.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
43.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestals)	7	EA	$12,000.00	$84,000	$0	$84,000
44.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$179,550	$0	$179,550
	SUMMARY						
I.	GRADING & EROSION CONTROL				$122,263	$34,938	$87,325
II.	STREET WORK & CONCRETE				$842,717	$336,077	$506,640
III.	STORM DRAINAGE				$302,310	$153,250	$149,060
VI.	SEWER SYSTEM				$96,180	$96,180	$0
V.	WATER SYSTEM				$156,004	$123,004	$33,000
VI.	STREETLIGHTS				$179,550	$0	$179,550
				SUB-TOTAL:	$1,699,000	$743,000	$956,000
				10% CONTINGENCY:	$170,000	$74,000	$96,000
				15% SOFT COSTS:	$255,000	$111,000	$143,000
	TOTAL MARSTON DRIVE (Section C1) COST:				**$1,869,000**	**$817,000**	**$1,052,000**

MARSTON DRIVE - Section F (Road B to Road D) [1]

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	1.9	AC	$5,250.00	$9,978	$5,685	$4,294
2.	EXCAVATION TO SUBGRADE	3,720	CY	$16.00	$59,516	$33,907	$25,609
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	52,400	SF	$0.80	$41,920	$20,674	$21,246
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	16,244	SF	$0.80	$12,995	$7,934	$5,062
5.	EROSION CONTROL	1.90	AC	$7,800.00	$14,825	$8,446	$6,379
	GRADING & EROSION CONTROL SUB-TOTAL				$139,235	$76,645	$62,590
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	5" AC PAVEMENT	47,160	SF	$3.30	$155,628	$76,751	$78,877
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	52,400	SF	$4.20	$220,080	$108,537	$111,543
10.	REINFORCED CONCRETE PATH	10,480	SF	$12.50	$131,000	$107,590	$23,410
11.	4" PCC SIDEWALK	5,764	SF	$7.40	$42,654	$19,244	$23,410
12.	SIGNAGE AND STRIPING	1	LS	$5,000.00	$5,000	$1,583	$3,417
13.	CURB & GUTTER	2,096	LF	$30.00	$62,880	$20,700	$42,180
14.	SURVEY MONUMENTS	0	EA	$1,575.00	$0	$0	$0
15.	STAMPED CONCRETE/ENHANCED CROSSWALK	930	SF	$34.00	$31,620	$31,620	$0
16.	PEDESTRIAN RAMPS (incl. detectable warnings)	4	EA	$2,730.00	$10,920	$10,920	$0
17.	LANDSCAPING	14,148	SF	$10.00	$141,480	$57,120	$84,360
18.	BOLLARDS	2	EA	$945.00	$1,890	$1,890	$0
19.	ROUNDABOUT	0	EA	$105,000.00	$0	$0	$0
	STREET WORK & CONCRETE SUB-TOTAL				$803,152	$435,956	$367,196
III.	STORM DRAINAGE						
20.	18" RCP STORM DRAIN	245	LF	$105.00	$25,725	$0	$25,725
21.	24" RCP STORM DRAIN	1,048	LF	$126.00	$132,048	$0	$132,048
22.	42" RCP STORM DRAIN	420	LF	$315.00	$132,300	$132,300	$0
23.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
24.	TYPE I SD MANHOLE	4	EA	$6,800.00	$27,200	$0	$27,200
25.	TYPE II SD MANHOLE	2	EA	$8,900.00	$17,800	$17,800	$0
26.	CURB INLET	10	EA	$6,800.00	$68,000	$0	$68,000
	STORM DRAINAGE SUB-TOTAL				$403,073	$150,100	$252,973
IV.	SEWER SYSTEM						
27.	8" SDR-35 PVC	356	LF	$78.00	$27,768	$0	$27,768
28.	10" SDR-35 PVC	692	LF	$78.00	$53,976	$53,976	$0
29.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
30.	48" SEWER MANHOLE	3	EA	$8,400.00	$25,200	$16,800	$8,400
	SEWER SYSTEM SUB-TOTAL				$106,944	$70,776	$36,168
V.	WATER SYSTEM						
31.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
32.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
33.	12" WATER MAIN (Including Fittings)	1,125	LF	$126.00	$141,750	$141,750	$0
34.	12" GATE VALVE	4	EA	$4,200.00	$16,800	$16,800	$0
35.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
36.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
37.	FIRE HYDRANT AND ASSEMBLY	3	EA	$11,000.00	$33,000	$0	$33,000
38.	4" IRRIGATION SLEEVE	158	LF	$22.00	$3,476	$3,476	$0
	WATER SYSTEM SUB-TOTAL				$195,026	$162,026	$33,000
VI.	STREETLIGHTS						
39.	TRAFFIC SIGNAL	0	EA	$472,000.00	$0	$0	$0
40.	SIGNAL INTERCONNECT	0	EA	$20.00	$0	$0	$0
41.	JOINT TRENCH	1,048	LF	$105.00	$110,040	$0	$110,040
42.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
43.	LED STREET LIGHT (15' SINGLE-Including wire, poles, pedestals)	8	EA	$12,000.00	$96,000	$0	$96,000
44.	LED STREET LIGHT (15' DOUBLE-Including wire, poles, pedestals)	0	EA	$12,600.00	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$206,040	$0	$206,040
	SUMMARY						
I.	GRADING & EROSION CONTROL				$139,235	$76,645	$62,590
II.	STREET WORK & CONCRETE				$803,152	$435,956	$367,196
III.	STORM DRAINAGE				$403,073	$150,100	$252,973
IV.	SEWER SYSTEM				$106,944	$70,776	$36,168
V.	WATER SYSTEM				$195,026	$162,026	$33,000
VI.	STREETLIGHTS				$206,040	$0	$206,040
				SUB-TOTAL:	$1,853,000	$896,000	$958,000
				10% CONTINGENCY:	$185,000	$90,000	$96,000
				15% SOFT COSTS:	$278,000	$134,000	$144,000
	TOTAL MARSTON DRIVE (Section F) COST:				**$2,038,000**	**$986,000**	**$1,054,000**

MISCELLANEOUS

I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	1.7	AC	$5,250.00	$9,103	$9,103	$0
2.	EXCAVATION TO SUBGRADE	0	CY	$16.00	$0	$0	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	75,525	SF	$0.80	$60,420	$60,420	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	0	SF	$0.80	$0	$0	$0
5.	EROSION CONTROL	1.7	AC	$7,800.00	$13,524	$13,524	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$83,046	$83,046	$0
II.	STREET WORK & CONCRETE						
6.	15' GRAVEL ACCESS ROAD (ALONG CR 25A AND SR-113)	75,525	SF	$2.20	$166,155	$166,155	$0
	STREET WORK & CONCRETE SUB-TOTAL				$166,155	$166,155	$0
III.	STORM DRAINAGE						
7.	30" RCP STORM DRAIN (MDR SOUTH OF PARKLAND; HERITAGE AND HUNT)	1,137	LF	$147.00	$167,139	$167,139	$0
8.	42" RCP STORM DRAIN (RTP TO MARSTON)	420	LF	$315.00	$132,300	$132,300	$0
9.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0
10.	24" SD MANIFOLD (HERITAGE AND HUNT)	1	EA	$105,000.00	$105,000	$105,000	$0
11.	CONNECT TO EXISTING (HERITAGE AND HUNT)	1	EA	$1,300.00	$1,300	$1,300	$0
12.	TYPE I SD MANHOLE	4	EA	$6,800.00	$27,200	$27,200	$0
13.	TYPE II SD MANHOLE	2	EA	$8,900.00	$17,800	$17,800	$0
14.	CURB INLET	0	EA	$6,800.00	$0	$0	$0
	STORM DRAINAGE SUB-TOTAL				$450,739	$450,739	$0
IV.	SEWER SYSTEM						
14.	8" SDR-35 PVC (ROAD E TO VCLDR)	508	LF	$78.00	$39,624	$39,624	$0
15.	10" SDR-35 PVC (VCLDR TO LDR ACROSS ROAD D; ROAD C TO MARSTON)	1,355	LF	$78.00	$105,690	$105,690	$0
16.	12" SDR-35 PVC (LDR TO HERITAGE/HUNT)	688	LF	$105.00	$72,240	$72,240	$0
17.	15" SDR-35 PVC (WRTP to SL HERITAGE/HUNT)	552	LF	$140.00	$77,280	$77,280	$0
18.	CONNECT TO EXISTING (HERITAGE AND HUNT)	1	EA	$1,300.00	$1,300	$1,300	$0
19.	48" SEWER MANHOLE	9	EA	$8,400.00	$75,600	$75,600	$0
	SEWER SYSTEM SUB-TOTAL				$371,734	$371,734	$0
V.	WATER SYSTEM						
20.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	0	LF	$73.00	$0	$0	$0
21.	12" WATER MAIN (Including Fittings)	0	LF	$126.00	$0	$0	$0
22.	12" GATE VALVE	0	EA	$4,200.00	$0	$0	$0
23.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0
24.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
25.	FIRE HYDRANT AND ASSEMBLY	0	EA	$11,000.00	$0	$0	$0
	WATER SYSTEM SUB-TOTAL				$0	$0	$0
	SUMMARY						
I.	GRADING & EROSION CONTROL				$83,046	$83,046	$0
II.	STREET WORK & CONCRETE				$166,155	$166,155	$0
III.	STORM DRAINAGE				$450,739	$450,739	$0
VI.	SEWER SYSTEM				$371,734	$371,734	$0
V.	WATER SYSTEM				$0	$0	$0
	SUB-TOTAL:				$1,072,000	$1,072,000	$0
	10% CONTINGENCY:				$107,000	$107,000	$0
	15% SOFT COSTS:				$161,000	$161,000	$0
	TOTAL MISCELLANEOUS COST:				**$1,340,000**	**$1,340,000**	**$0**

Notes:

[1] RTIF fee is determined by the additional improvement width above the 60' Right of Way that the developer is required to dedicate without compensation.

	SUMMARY			
I.	**GRADING & EROSION CONTROL**	**$1,455,289**	**$671,804**	**$783,484**
II.	**STREET WORK & CONCRETE**	**$8,352,949**	**$4,036,280**	**$4,316,668**
III.	**STORM DRAINAGE**	**$3,722,759**	**$2,113,040**	**$1,609,719**
VI.	**SEWER SYSTEM**	**$1,579,378**	**$1,040,938**	**$538,440**
V.	**WATER SYSTEM**	**$1,913,977**	**$1,614,302**	**$299,675**
VI.	**STREETLIGHTS**	**$2,199,315**	**$538,005**	**$1,661,310**
	SUB-TOTAL:	**$19,224,000**	**$10,014,000**	**$9,209,000**
	10% CONTINGENCY:	**$1,922,000**	**$1,001,000**	**$921,000**
	15% SOFT COSTS:	**$2,884,000**	**$1,502,000**	**$1,381,000**
	TOTAL LOCAL AND COLLECTOR ROAD COST:	**$24,030,000**	**$12,517,000**	**$11,511,000**

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

D. ROAD B

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST
ROAD B - Sections E, G, H, H' (Road G to Parkland Avenue)							
I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	12.1	AC	$5,250.00	$63,728	$63,728	$0
2.	EXCAVATION TO SUBGRADE	21,984	CY	$16.00	$351,747	$351,747	$0
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	309,690	SF	$0.80	$247,752	$247,752	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	81,602	SF	$0.80	$65,282	$65,282	$0
5.	EROSION CONTROL	12.14	AC	$7,800.00	$94,682	$94,682	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$823,190	$823,190	$0
II.	STREET WORK & CONCRETE						
6.	4" AC PAVEMENT	0	SF	$2.70	$0	$0	$0
7.	7" AC PAVEMENT	286,720	SF	$5.10	$1,462,272	$1,462,272	$0
8.	12" AGGREGATE BASE (Road/Curb/Curb&Gutter)	0	SF	$3.10	$0	$0	$0
9.	26" AGGREGATE BASE (Road/Curb/Curb&Gutter)	309,690	SF	$5.10	$1,579,419	$1,579,419	$0
10.	REINFORCED CONCRETE PATH	62,620	SF	$12.50	$782,750	$782,750	$0
11.	4" PCC SIDEWALK	18,982	SF	$7.40	$140,467	$140,467	$0
12.	SIGNAGE AND STRIPING	1	LS	$25,000.00	$25,000	$25,000	$0
13.	CURB & GUTTER	9,186	LF	$30.00	$289,359	$289,359	$0
14.	MEDIAN CURB	8,600	LF	$19.00	$163,400	$163,400	$0
15.	SURVEY MONUMENTS	5	EA	$1,575.00	$7,875	$7,875	$0
16.	STAMPED CONCRETE/ENHANCED CROSSWALK	10,130	SF	$34.00	$344,420	$344,420	$0
17.	PEDESTRIAN RAMPS (incl. detectable warnings)	16	EA	$2,730.00	$43,680	$43,680	$0
18.	LANDSCAPING[1]	121,064	SF	$10.00	$1,210,640	$1,210,640	$0
19.	BOLLARDS	0	EA	$945.00	$0	$0	$0
20.	MID BLOCK CROSSING (between Marston & Road E)	2	EA	$75,000.00	$150,000	$150,000	$0
21.	ENHANCED LANDSCAPING (Marston Intersection)	1	EA	$100,000.00	$100,000	$100,000	$0
21.	ROUNDABOUT	0	EA	$105,000.00	$0	$0	$0
	STREET WORK & CONCRETE SUB-TOTAL				$6,299,282	$6,299,282	$0
III.	STORM DRAINAGE						
22.	18" RCP STORM DRAIN	1,200	LF	$105.00	126,000.00	$126,000	$0
23.	24" RCP STORM DRAIN	2,303	LF	$126.00	290,178.00	$290,178	$0
24.	36" RCP STORM DRAIN	620	LF	$184.00	$114,080	$114,080	$0
25.	42" RCP STORM DRAIN	720	LF	$315.00	$226,800	$226,800	$0
26.	48" RCP STORM DRAIN	950	LF	$168.00	$159,600	$159,600	$0
27.	TYPE I SD MANHOLE	10	EA	$6,800.00	$68,000	$68,000	$0
28.	TYPE II SD MANHOLE	6	EA	$8,900.00	$53,400	$53,400	$0
29.	CURB INLET	32	EA	$6,800.00	$217,600	$217,600	$0
	STORM DRAINAGE SUB-TOTAL				$839,480	$839,480	$0
IV.	SEWER SYSTEM						
30.	8" SDR-35 PVC	3,621	LF	$78.00	$282,438	$0	$282,438
31.	10" SDR-35 PVC	972	LF	$78.00	$75,816	$75,816	$0
32.	12" SDR-35 PVC	0	LF	$105.00	$0	$0	$0
33.	48" SEWER MANHOLE	13	EA	$8,400.00	$109,200	$25,200	$84,000
	SEWER SYSTEM SUB-TOTAL				$467,454	$101,016	$366,438
V.	WATER SYSTEM						
34.	8" WATER MAIN (Including Fittings)	0	LF	$73.00	$0	$0	$0
35.	8" WATER MAIN - RECLAIMED WATER (Including Fittings)	4,018	LF	$73.00	$293,314	$293,314	$0
36.	12" WATER MAIN (Including Fittings)	4,600	LF	$126.00	$579,600	$579,600	$0
37.	12" GATE VALVE	15	EA	$4,200.00	$63,000	$63,000	$0
38.	8" GATE VALVE - RECLAIMED WATER	7	EA	$2,600.00	$18,200	$18,200	$0
39.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0
40.	FIRE HYDRANT AND ASSEMBLY	14	EA	$11,000.00	$154,000	$154,000	$0
41.	4" IRRIGATION SLEEVE	470	LF	$22.00	$10,340	$10,340	$0
	WATER SYSTEM SUB-TOTAL				$1,118,454	$1,118,454	$0
VI.	STREETLIGHTS						
40.	TRAFFIC SIGNAL (Road C, Road E, Marston)	3	EA	$472,500.00	$1,417,500	$1,417,500	$0
41.	SIGNAL INTERCONNECT (Parkland Avenue to CR25A)	4,014	LF	$20.00	$80,280	$80,280	$0
42.	JOINT TRENCH	4,593	LF	$235.00	$1,079,355	$1,079,355	$0
43.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	0	EA	$9,400.00	$0	$0	$0
44.	COBRA STREET LIGHTS (SINGLE)	4	EA	$12,000.00	$48,000	$48,000	$0
45.	COBRA STREET LIGHTS (DOUBLE)	20	EA	$15,000.00	$300,000	$300,000	$0
	STREETLIGHTS SUB-TOTAL				$2,925,135	$2,925,135	$0
VII.	MOBILITY HUB						
46.	MOBILITY HUB SITE AMENITIES (See Separate Mobility Hub Spreadsheet for Individual Line Items)	1	LS	$ 862,400.00	$862,400	$862,400	$0
	MOBILITY HUB SUB-TOTAL				$862,400	$862,400	$0
	SUMMARY						
1.	GRADING & EROSION CONTROL				$823,190	$823,190	$0

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST
ROAD B - Sections E, G, H, H' (Road G to Parkland Avenue)							
II.	STREET WORK & CONCRETE				$6,299,282	$6,299,282	$0
III.	STORM DRAINAGE				$839,480	$839,480	$0
VI.	SEWER SYSTEM				$467,454	$101,016	$366,438
V.	WATER SYSTEM				$1,118,454	$1,118,454	$0
VI.	STREETLIGHTS				$2,925,135	$2,925,135	$0
VII.	MOBILITY HUB				$862,400	$862,400	$0
				SUB-TOTAL:	$13,335,000	$12,969,000	$366,000
				10% CONTINGENCY:	$1,247,000	$1,211,000	$37,000
				15% SOFT COSTS:	$2,000,000	$1,945,000	$55,000
				TOTAL ROAD B COST:	**$16,582,000**	**$16,125,000**	**$458,000**

Notes:

[1] Landscape cost includes street furniture.

Woodland Regional Technology Park - Mobility Hub
Preliminary Unit Cost Opinion
Prepared by: AY
REVISED: 03/03/23

ITEM	DESCRIPTION	APROX. QTY.	UNIT	ENGINEER'S ESTIMATE UNIT COST	TOTAL COST	COST INCL. IN CIP	NET DELTA	Comments:
PAVING								
1	STANDARD CONCRETE PAVING (PEDESTRIAN SECTION)	4,340	SF	$15	$65,100	$80,280	-$15,180.00	Standard concrete paving with broom finish located at each corner.
2	STANDARD CONCRETE PAVING (VEHICULAR SECTION)	2,270	SF	$20	$45,400	$0	$45,400.00	Standard concrete paving with broom finish located at the bus/ride share drop off.
3	STRIPING	1	LS	$12,000	$12,000	$0	$12,000.00	Bus Stop/Ride Share Striping and bike lane striping.
4	DECORATIVE PAVING (PEDESTRIAN SECTION)	6,520	SF	$30	$195,600	$0	$195,600.00	Depending on the type of decorative paving installed (stamped, pavers, etched/sandblasted, etc.) unit cost could be $25-$45. Cost shown assumes colored concrete with saw cut joints and sand blast finish.
5	CURB RAMPS	2	EA	$10,000	$20,000	$5,200	$14,800.00	Enlarged curb ramp area located at each corner to accommodate pedestrians and cyclists. Includes trucated domes.
6	BIKE RAMPS	2	EA	$2,000	$4,000	$0	$4,000.00	Enlarged curb ramp area located at each corner to accommodate pedestrians and cyclists. Includes trucated domes.
						PAVING TOTAL:	**$256,620.00**	
SITE UTILITIES								
7	UTILITIES	1	LS	$50,000.00	$50,000.00	$0	$50,000.00	Allowance for utility installation.
						SITE UTILITIES TOTAL:	**$50,000**	
SITE AMENITIES AND FURNISHINGS								
8	BOLLARDS	18	EA	$1,500.00	$27,000.00	$0	$27,000.00	Lighted bollard to bicycle traffic entering into mobility hub.

9	BIKE RACKS (SHORT TERM PARKING)	15	EA	$500.00	$7,500.00	$0	$7,500.00	Depending on product and mounting type, unit cost could be $300-$500 installed. Two bikes per rack.
10	BIKE LOCKERS (LONG TERM PARKING)	3	EA	$3,900.00	$11,700.00	$0	$11,700.00	Must be installed on hard surface such as concrete as shown on concept.
11	BIKE REPAIR DOCK	1	EA	$4,000.00	$4,000.00	$0	$4,000.00	Bike repair post with air pump.
12	KIOSK	1	EA	$15,000.00	$15,000.00	$0	$15,000.00	Unit is expected to be prefabricated, freestanding 5' X 5' structure. Message kiosk for interpretive signage and/or information.
13	THEMED WAYFINDING SIGN	1	LS	$15,000.00	$15,000.00	$0	$15,000.00	Unit cost shown is a starting point as cost can vary widely based on artist, material, and size of art piece.
14	PUBLIC ART	1	LS	$75,000.00	$75,000.00	$0	$75,000.00	Unit cost shown is a starting point as cost can vary widely based on artist, material, and size of art piece.
15	BENCHES	3	EA	$5,000.00	$15,000.00	$0	$15,000.00	Pricing is slightly higher than typical bench to provide some buffer for more decorative options or materials.
16	BOTTLE FILLER	1	EA	$3,000.00	$3,000.00	$0	$3,000.00	Bottle filling post only. Domestic water connection is required and is covered in utility cost section.
17	COVERED WAITING AREAS FOR TRANSIT	1	EA	$80,000.00	$80,000.00	$0	$80,000.00	Unit cost shown is a starting point as cost can vary depending on the complexity and customization.
18	PEDESTRIAN LIGHTING	7	EA	$12,000.00	$84,000.00	$0	$84,000.00	Pedestrian lighting located along entire stretch of mobility hub.
						SITE AMENITIES TOTAL:	**$337,200.00**	

LANDSCAPE

19	STREET TREES	10	EA	$1,750	$17,500	$0	$17,500	30' diameter tree minimum. 36" box size for instant visual impact.
20	ORNAMENTAL TREES	11	EA	$1,750	$19,250	$0	$19,250	15' diameter tree minimum. 36" box size for instant visual impact.
21	SHRUBS AND GROUNDCOVERS	4,550	SF	$6	$27,300	$27,654	-$354	5 gallon shrubs and 1 gallon groundcovers.
22	TREE WELLS	4	EA	$2,000	$8,000	$0	$8,000	Tree well includes grates and framing. Assumes 6'x6' size.
23	IRRIGATION CONTROLLER EXPANSION	1	EA	$5,000	$5,000	$0	$5,000	Additional capacity for City standard irrigation controller.
24	IRRIGATION SYSTEM	4,550	SF	$4	$18,200	$18,436	-$236	Mainline, valves, point source drip.
						LANDSCAPE TOTAL:	**$46,090.00**	

MOBILITY

25	MIROMOBILITY STATION (E-BIKE AND E-SCOOTER PARKING AND CHARGING)	-	EA	-	-	-	-	Approximate area required is shown on concept. However, no available unit cost data. Coordination with private micromobility firm required.
						SITE AMENITIES TOTAL:	TBD	

TOTALS

	TOTAL COST	COST INCL. IN CIP	NET DELTA
BASE SUB TOTAL	$824,550	$131,570	$689,910
25% BASE CONTINGENCY			$172,477.50
GRAND TOTAL:			**$862,387.50**

Notes:

1.In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

2.Costs are generated for comparison with base CIP Development. It is assumed where Mobility Concept is duplicative of the CIP development costs will offset. Refer to CIP Buildout cost estimate for additional information.

3.Actual quantities may vary during the construction of this project.

4.This opinion of costs DOES NOT include costs for the following items:

a.Any costs related to environmental assessment or the mitigation of any contamination, endangered species or archeological resources.
b.Costs for land, financing, bonds and easements or rights of way.
c.Soft costs including engineering, surveying, construction managmenet and soils testing.
d.Import or export of fill material
e.Demolition of existing structures.
f.Future phases of construction, such as the planned expansion of the parking area.
g.All accessibility improvements such as ramps, railings, signage, striping, and truncated domes.
h.Permit or other city fees.
i.Street lighting

5.Unit costs are 2022 basis and does not assume payment of prevailing wages.

6.This opinion of costs assumes that all improvements will be constructed in one phase. If the project is built out in multiple sub-phases, additional costs may be incurred.

7.Costs assume competitive bidding.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

E. GREENBELTS, PARKS, & PONDS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST	CITY OF WOODLAND	SPRING LAKE ALLOCATION
SECTIONS U & V (Farmers Central to Parkland)									
I.	GRADING & EROSION CONTROL								
1.	CLEARING AND GRUBBING	1.18	AC	$5,250.00	$6,218	$6,218	$0	$0	$0
2.	REMOVE EXISTING AC ROADWAY	51,788	SF	$3.10	$160,543	$160,543	$0	$0	$0
3.	ROUGH GRADING	3,821	CY	$4.20	$16,050	$16,050	$0	$0	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	12,890	SF	$0.80	$10,312	$10,312	$0	$0	$0
5.	FINISH GRADING	38,700	SF	$0.80	$30,960	$30,960	$0	$0	$0
6.	WATER QUALITY/HYDRO MOD BASIN EXCAVATION	0	CY	$19.00	$0	$0	$0	$0	$0
7.	SOUTH REGIONAL POND EXCAVATION	0	CY	$19.00	$0	$0	$0	$0	$0
8.	DRAINAGE CHANNEL EXCAVATION 21'	0	CY	$19.00	$0	$0	$0	$0	$0
9.	AG INTERCEPTOR DITCH BACKFILL	0	CY	$4.20	$0	$0	$0	$0	$0
10.	OYANG SOUTH DITCH BACKFILL	0	CY	$4.20	$0	$0	$0	$0	$0
11.	EROSION CONTROL	1.18	AC	$7,800.00	$9,238	$9,238	$0	$0	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$233,321	$233,321	$0	$0	$0
II.	STREET WORK, CONCRETE, AND LANDSCAPE								
12.	GRAVEL ACCESS ROAD	0	SF	$2.20	$0	$0	$0	$0	$0
13.	BOLLARDS	9	EA	$945.00	$8,505	$8,505	$0	$0	$0
14.	PARK SPACE (Including landscape, hardscape and fixtures)	0	SF	$25.00	$0	$0	$0	$0	$0
15.	GREENBELT LANDSCAPING	38,700	SF	$10.00	$387,000	$387,000	$0	$0	$0
16.	REINFORCED CONCRETE PATH	12,890	SF	$12.50	$161,125	$161,125	$0	$0	$0
	STREET WORK & CONCRETE & LANDSCAPE SUB-TOTAL				$556,630	$556,630	$0	$0	$0
III.	STORM DRAINAGE								
17.	18" RCP STORM DRAIN	0	LF	$105.00	$0	$0	$0	$0	$0
18.	AREA DRAIN INLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
19.	24" RCP STORM DRAIN	0	LF	$126.00	$0	$0	$0	$0	$0
20.	36" RCP STORM DRAIN (25A/HLA CROSSING)	0	LF	$184.00	$0	$0	$0	$0	$0
21.	36" RCP STORM DRAIN	0	LF	$184.00	$0	$0	$0	$0	$0
22.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0	$0	$0
23.	54" RCP STORM DRAIN	0	LF	$420.00	$0	$0	$0	$0	$0
24.	60" RCP STORM DRAIN	0	LF	$473.00	$0	$0	$0	$0	$0
25.	66" RCP STORM DRAIN	0	LF	$525.00	$0	$0	$0	$0	$0
26.	72" RCP STORM DRAIN	0	LF	$578.00	$0	$0	$0	$0	$0
27.	TYPE I SD MANHOLE	0	EA	$6,800.00	$0	$0	$0	$0	$0
28.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0	$0	$0
29.	WATER QUALITY/HYDRO MOD BASIN FG AND SEED	0	SF	$4.20	$0	$0	$0	$0	$0
30.	SOUTH REGIONAL POND FG AND SEED	0	SF	$4.20	$0	$0	$0	$0	$0
31.	DRAINAGE CHANNEL 21' SEED	0	SF	$1.30	$0	$0	$0	$0	$0
32.	OUTFALL (headwall, flap gate, and slope protection)	0	EA	$31,500.00	$0	$0	$0	$0	$0
33.	POND OVERFLOW OUTLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
34.	CONNECT TO EXISTING	0	EA	$1,300.00	$0	$0	$0	$0	$0
	STORM DRAINAGE SUB-TOTAL				$0	$0	$0	$0	$0
IV.	WATER SYSTEM								
35.	8" WATER MAIN - Reclaimed Water (Including Fittings)	0	LF	$73.00	$0	$0	$0	$0	$0
36.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0	$0	$0
37.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0	$0	$0
	WATER SYSTEM SUB-TOTAL				$0	$0	$0	$0	$0
V.	STREETLIGHTS								
38.	STREET LIGHTS (10' SINGLE-Including wire, poles, pedestals)	18	EA	$7,900.00	$142,200	$142,200	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$142,200	$142,200	$0	$0	$0
VI.	DRY UTILITIES[1]								
39.	JOINT TRENCH (MAIN LINE)	1,250	LF	$235.00	$293,750	$293,750	$0	$0	$0
	DRY UTILITIES SUB-TOTAL				$293,750	$293,750	$0	$0	$0

Notes:
[1] Mainline joint trench includes removal of overhead lines along this corridor.

SECTIONS W1 & W2 (Parkland to Northern Edge of Solara Ranch)									
I.	GRADING & EROSION CONTROL								
1.	CLEARING AND GRUBBING	0.72	AC	$5,250.00	$3,781	$3,781	$0	$0	$0
2.	REMOVE EXISTING AC ROADWAY	51,788	SF	$3.10	$160,543	$160,543	$0	$0	$0
3.	ROUGH GRADING	2,324	CY	$4.20	$9,760	$9,760	$0	$0	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	11,370	SF	$0.80	$9,096	$9,096	$0	$0	$0
5.	FINISH GRADING	20,000	SF	$0.80	$16,000	$16,000	$0	$0	$0
6.	WATER QUALITY/HYDRO MOD BASIN EXCAVATION	0	CY	$19.00	$0	$0	$0	$0	$0
7.	SOUTH REGIONAL POND EXCAVATION	0	CY	$19.00	$0	$0	$0	$0	$0
8.	DRAINAGE CHANNEL EXCAVATION 21'	0	CY	$19.00	$0	$0	$0	$0	$0
9.	AG INTERCEPTOR DITCH BACKFILL	0	CY	$4.20	$0	$0	$0	$0	$0
10.	OYANG SOUTH DITCH BACKFILL	0	CY	$4.20	$0	$0	$0	$0	$0
11.	EROSION CONTROL	0.72	AC	$7,800.00	$5,617	$5,617	$0	$0	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$204,796	$204,796	$0	$0	$0
II.	STREET WORK, CONCRETE, AND LANDSCAPE								
12.	GRAVEL ACCESS ROAD	0	SF	$2.20	$0	$0	$0	$0	$0
13.	BOLLARDS	6	EA	$945.00	$5,670	$5,670	$0	$0	$0
14.	PARK SPACE (Including landscape, hardscape and fixtures)	0	SF	$25.00	$0	$0	$0	$0	$0
15.	GREENBELT LANDSCAPING	20,000	SF	$10.00	$200,000	$200,000	$0	$0	$0
16.	REINFORCED CONCRETE PATH	11,370	SF	$12.50	$142,125	$142,125	$0	$0	$0
	STREET WORK & CONCRETE & LANDSCAPE SUB-TOTAL				$347,795	$347,795	$0	$0	$0
III.	STORM DRAINAGE								
17.	18" RCP STORM DRAIN	0	LF	$105.00	$0	$0	$0	$0	$0
18.	AREA DRAIN INLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
19.	24" RCP STORM DRAIN	0	LF	$126.00	$0	$0	$0	$0	$0
20.	36" RCP STORM DRAIN (25A/HLA CROSSING)	0	LF	$184.00	$0	$0	$0	$0	$0
21.	36" RCP STORM DRAIN	0	LF	$184.00	$0	$0	$0	$0	$0
22.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0	$0	$0
23.	54" RCP STORM DRAIN	0	LF	$420.00	$0	$0	$0	$0	$0
24.	60" RCP STORM DRAIN	0	LF	$473.00	$0	$0	$0	$0	$0
25.	66" RCP STORM DRAIN	0	LF	$525.00	$0	$0	$0	$0	$0
26.	72" RCP STORM DRAIN	0	LF	$578.00	$0	$0	$0	$0	$0
27.	TYPE I SD MANHOLE	0	EA	$6,800.00	$0	$0	$0	$0	$0
28.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0	$0	$0
29.	WATER QUALITY/HYDRO MOD BASIN FG AND SEED	0	SF	$4.20	$0	$0	$0	$0	$0
30.	SOUTH REGIONAL POND FG AND SEED	0	SF	$4.20	$0	$0	$0	$0	$0
31.	DRAINAGE CHANNEL 21' SEED	0	SF	$1.30	$0	$0	$0	$0	$0
32.	OUTFALL (headwall, flap gate, and slope protection)	0	EA	$31,500.00	$0	$0	$0	$0	$0
33.	POND OVERFLOW OUTLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
34.	CONNECT TO EXISTING	0	EA	$1,300.00	$0	$0	$0	$0	$0
	STORM DRAINAGE SUB-TOTAL				$0	$0	$0	$0	$0
IV.	WATER SYSTEM								
35.	8" WATER MAIN - Reclaimed Water (Including Fittings)	0	LF	$73.00	$0	$0	$0	$0	$0
36.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0	$0	$0
37.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0	$0	$0
	WATER SYSTEM SUB-TOTAL				$0	$0	$0	$0	$0
V.	STREETLIGHTS								
38.	STREET LIGHTS (10' SINGLE-Including wire, poles, pedestals)	6	EA	$7,900.00	$47,400	$47,400	$0	$0	$0
	STREETLIGHTS SUB-TOTAL				$47,400	$47,400	$0	$0	$0
VI.	DRY UTILITIES								
39.	JOINT TRENCH (STANDARD)[1]	700	LF	$105.00	$73,500	$73,500	$0	$0	$0
	DRY UTILITIES SUB-TOTAL				$73,500	$73,500	$0	$0	$0

Notes:

[1] Standard joint trench includes removal of overhead lines along this corridor.

SECTION X (Northern Edge of Solara Ranch to Marston)									
I.	GRADING & EROSION CONTROL								
1.	CLEARING AND GRUBBING	1.20	AC	$5,250.00	$6,314	$6,314	$0	$0	$0
2.	REMOVE EXISTING AC ROADWAY	0	SF	$3.10	$0	$0	$0	$0	$0
3.	ROUGH GRADING	3,881	CY	$4.20	$16,299	$16,299	$0	$0	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	13,090	SF	$0.80	$10,472	$10,472	$0	$0	$0
5.	FINISH GRADING	39,300	SF	$0.80	$31,440	$31,440	$0	$0	$0
6.	WATER QUALITY/HYDRO MOD BASIN EXCAVATION	0	CY	$19.00	$0	$0	$0	$0	$0
7.	SOUTH REGIONAL POND EXCAVATION	0	CY	$19.00	$0	$0	$0	$0	$0
8.	DRAINAGE CHANNEL EXCAVATION 21'	0	CY	$19.00	$0	$0	$0	$0	$0
9.	AG INTERCEPTOR DITCH BACKFILL	2,140	CY	$4.20	$8,988	$8,988	$0	$0	$0
10.	OYANG SOUTH DITCH BACKFILL	0	CY	$4.20	$0	$0	$0	$0	$0
11.	EROSION CONTROL	1.20	AC	$7,800.00	$9,381	$9,381	$0	$0	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$82,894	$82,894	$0	$0	$0
II.	STREET WORK, CONCRETE, AND LANDSCAPE								
12.	GRAVEL ACCESS ROAD	0	SF	$2.20	$0	$0	$0	$0	$0
13.	BOLLARDS	3	EA	$945.00	$2,835	$2,835	$0	$0	$0
14.	PARK SPACE (Including landscape, hardscape and fixtures)	0	SF	$25.00	$0	$0	$0	$0	$0
15.	GREENBELT LANDSCAPING	39,300	SF	$10.00	$393,000	$393,000	$0	$0	$0
16.	REINFORCED CONCRETE PATH	13,090	SF	$12.50	$163,625	$163,625	$0	$0	$0
	STREET WORK & CONCRETE & LANDSCAPE SUB-TOTAL				$559,460	$559,460	$0	$0	$0
III.	STORM DRAINAGE								
17.	18" RCP STORM DRAIN	0	LF	$105.00	$0	$0	$0	$0	$0
18.	AREA DRAIN INLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
19.	24" RCP STORM DRAIN	0	LF	$126.00	$0	$0	$0	$0	$0
20.	36" RCP STORM DRAIN (25A/HLA CROSSING)	0	LF	$184.00	$0	$0	$0	$0	$0
21.	36" RCP STORM DRAIN	0	LF	$184.00	$0	$0	$0	$0	$0
22.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0	$0	$0
23.	54" RCP STORM DRAIN	0	LF	$420.00	$0	$0	$0	$0	$0
24.	60" RCP STORM DRAIN	0	LF	$473.00	$0	$0	$0	$0	$0

25.	66" RCP STORM DRAIN	0	LF	$525.00	$0	$0	$0	$0	$0
26.	72" RCP STORM DRAIN	0	LF	$578.00	$0	$0	$0	$0	$0
27.	TYPE I SD MANHOLE	0	EA	$6,800.00	$0	$0	$0	$0	$0
28.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0	$0	$0
29.	WATER QUALITY/HYDRO MOD BASIN FG AND SEED	0	SF	$4.20	$0	$0	$0	$0	$0
30.	SOUTH REGIONAL POND FG AND SEED	0	SF	$4.20	$0	$0	$0	$0	$0
31.	DRAINAGE CHANNEL 21' SEED	0	SF	$1.30	$0	$0	$0	$0	$0
32.	OUTFALL (headwall, flap gate, and slope protection)	0	EA	$31,500.00	$0	$0	$0	$0	$0
33.	POND OVERFLOW OUTLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
34.	CONNECT TO EXISTING	0	EA	$1,300.00	$0	$0	$0	$0	$0
			STORM DRAINAGE SUB-TOTAL		$0	$0	$0	$0	$0
IV.	WATER SYSTEM								
35.	8" WATER MAIN - Reclaimed Water (Including Fittings)	0	LF	$73.00	$0	$0	$0	$0	$0
36.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0	$0	$0
37.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0	$0	$0
			WATER SYSTEM SUB-TOTAL		$0	$0	$0	$0	$0
V.	STREETLIGHTS								
38.	STREET LIGHTS (10' SINGLE-Including wire, poles, pedestals)	7	EA	$7,900.00	$55,300	$55,300	$0	$0	$0
			STREETLIGHTS SUB-TOTAL		$55,300	$55,300	$0	$0	$0

SECTION Y (Marston to CR25A)[4]									
I.	GRADING & EROSION CONTROL								
1.	CLEARING AND GRUBBING	2.13	AC	$5,250.00	$11,209	$2,410	$0	$0	$8,798
2.	REMOVE EXISTING AC ROADWAY	0	SF	$3.10	$0	$0	$0	$0	$0
3.	ROUGH GRADING	5,407	CY	$4.20	$22,711	$6,222	$0	$0	$16,489
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	14,500	SF	$0.80	$11,600	$0	$0	$0	$11,600
5.	FINISH GRADING	58,500	SF	$0.80	$46,800	$0	$0	$0	$46,800
6.	WATER QUALITY/HYDRO MOD BASIN EXCAVATION	0	CY	$19.00	$0	$0	$0	$0	$0
7.	SOUTH REGIONAL POND EXCAVATION	0	CY	$19.00	$0	$0	$0	$0	$0
8.	DRAINAGE CHANNEL EXCAVATION 21'	0	CY	$19.00	$0	$0	$0	$0	$0
9.	AG INTERCEPTOR DITCH BACKFILL	0	CY	$4.20	$0	$0	$0	$0	$0
10.	OYANG SOUTH DITCH BACKFILL	3,675	CY	$4.20	$15,436	$0	$0	$0	$15,436
11.	EROSION CONTROL	2.13	AC	$7,800.00	$16,653	$3,581	$0	$0	$13,072
	GRADING & EROSION CONTROL SUB-TOTAL				$124,409	$12,214	$0	$0	$112,195
II.	STREET WORK, CONCRETE, AND LANDSCAPE								
12.	GRAVEL ACCESS ROAD	0	SF	$2.20	$0	$0	$0	$0	$0
13.	BOLLARDS	6	EA	$945.00	$5,670	$0	$0	$0	$5,670
14.	PARK SPACE (Including landscape, hardscape and fixtures)	0	SF	$25.00	$0	$0	$0	$0	$0
15.	GREENBELT LANDSCAPING	78,500	SF	$10.00	$785,000	$200,000	$0	$0	$585,000
16.	REINFORCED CONCRETE PATH	14,500	SF	$12.50	$181,250	$0	$0	$0	$181,250
	STREET WORK & CONCRETE & LANDSCAPE SUB-TOTAL				$971,920	$200,000	$0	$0	$771,920
III.	STORM DRAINAGE								
17.	18" RCP STORM DRAIN	0	LF	$105.00	$0	$0	$0	$0	$0
18.	AREA DRAIN INLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
19.	24" RCP STORM DRAIN	0	LF	$126.00	$0	$0	$0	$0	$0
20.	36" RCP STORM DRAIN (25A/HLA CROSSING)	0	LF	$184.00	$0	$0	$0	$0	$0
21.	36" RCP STORM DRAIN	0	LF	$184.00	$0	$0	$0	$0	$0
22.	48" RCP STORM DRAIN	0	LF	$168.00	$0	$0	$0	$0	$0
23.	54" RCP STORM DRAIN	0	LF	$420.00	$0	$0	$0	$0	$0
24.	60" RCP STORM DRAIN	0	LF	$473.00	$0	$0	$0	$0	$0
25.	66" RCP STORM DRAIN	0	LF	$525.00	$0	$0	$0	$0	$0
26.	72" RCP STORM DRAIN	0	LF	$578.00	$0	$0	$0	$0	$0
27.	TYPE I SD MANHOLE	0	EA	$6,800.00	$0	$0	$0	$0	$0
26.	TYPE II SD MANHOLE	0	EA	$8,900.00	$0	$0	$0	$0	$0
27.	WATER QUALITY/HYDRO MOD BASIN FG AND SEED	0	SF	$4.20	$0	$0	$0	$0	$0
28.	SOUTH REGIONAL POND FG AND SEED	0	SF	$4.20	$0	$0	$0	$0	$0
29.	DRAINAGE CHANNEL 21' SEED	0	SF	$1.30	$0	$0	$0	$0	$0
30.	OUTFALL (headwall, flap gate, and slope protection)	0	EA	$31,500.00	$0	$0	$0	$0	$0
31.	POND OVERFLOW OUTLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
32.	CONNECT TO EXISTING	0	EA	$1,300.00	$0	$0	$0	$0	$0
	STORM DRAINAGE SUB-TOTAL				$0	$0	$0	$0	$0
IV.	WATER SYSTEM								
33.	8" WATER MAIN - Reclaimed Water (Including Fittings)	0	LF	$73.00	$0	$0	$0	$0	$0
34.	8" GATE VALVE - RECLAIMED WATER	0	EA	$2,600.00	$0	$0	$0	$0	$0
35.	CONNECT TO EXISTING	0	EA	$2,600.00	$0	$0	$0	$0	$0
	WATER SYSTEM SUB-TOTAL				$0	$0	$0	$0	$0
V.	STREETLIGHTS								
36.	STREET LIGHTS (10' SINGLE-Including wire, poles, pedestals)	7	EA	$7,900.00	$55,300	$0	$0	$0	$55,300
	STREETLIGHTS SUB-TOTAL				$55,300	$0	$0	$0	$55,300
MISC.									
I.	GRADING & EROSION CONTROL								
1.	CLEARING AND GRUBBING	24.01	AC	$5,250.00	$126,041	$126,041	$0	$0	$0
2.	REMOVE EXISTING AC ROADWAY	51,788	SF	$3.10	$160,543	$160,543	$0	$0	$0
3.	ROUGH GRADING (FOR STREETWORK, CONCRETE, AND LANDSCAPE AREAS)	77,465	CY	$4.20	$325,354	$325,354	$0	$0	$0
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	24,220	SF	$0.80	$19,376	$19,376	$0	$0	$0
5.	FINISH GRADING	1,045,800	SF	$0.80	$836,640	$836,640	$0	$0	$0
6.	WATER QUALITY/HYDRO MOD BASIN EXCAVATION[2]	70,400	CY	$19.00	$1,337,600	$1,337,600	$0	$0	$0
7.	SOUTH REGIONAL POND EXCAVATION[2]	86,700	CY	$19.00	$1,647,300	$1,647,300	$0	$0	$0
8.	DRAINAGE CHANNEL EXCAVATION 21'	4,373	CY	$19.00	$83,093	$83,093	$0	$0	$0
9.	DRAINAGE CHANNEL EXCAVATION 70'	12,444	CY	$19.00	$236,444	$236,444	$0	$0	$0
10.	AG INTERCEPTOR DITCH BACKFILL	0	CY	$4.20	$0	$0	$0	$0	$0
11.	OYANG SOUTH DITCH BACKFILL	0	CY	$4.20	$0	$0	$0	$0	$0
12.	EROSION CONTROL	24.01	AC	$7,800.00	$187,261	$187,261	$0	$0	$0
	GRADING & EROSION CONTROL SUB-TOTAL				$4,959,652	$4,959,652	$0	$0	$0
II.	STREET WORK, CONCRETE, AND LANDSCAPE								
13.	GRAVEL ACCESS ROAD	18,990	SF	$2.20	$41,778	$41,778	$0	$0	$0
14.	BOLLARDS	24	EA	$945.00	$22,680	$22,680	$0	$0	$0
15.	PARK SPACE (Including landscape, hardscape and fixtures)	503,550	SF	$25.00	$12,588,750	$12,588,750	$0	$0	$0
16.	GREENBELT LANDSCAPING	48,200	SF	$10.00	$482,000	$482,000	$0	$0	$0
17.	REINFORCED CONCRETE PATH	24,220	SF	$12.50	$302,750	$302,750	$0	$0	$0
	STREET WORK & CONCRETE & LANDSCAPE SUB-TOTAL				$13,437,958	$13,437,958	$0	$0	$0
III.	STORM DRAINAGE								
18.	18" RCP STORM DRAIN	0	LF	$105.00	$0	$0	$0	$0	$0
19.	AREA DRAIN INLET	0	EA	$5,800.00	$0	$0	$0	$0	$0
20.	24" RCP STORM DRAIN	470	LF	$126.00	$59,220	$59,220	$0	$0	$0
21.	36" RCP STORM DRAIN (25A/HLA CROSSING)	315	LF	$184.00	$57,960	$57,960	$0	$0	$0
22.	36" RCP STORM DRAIN	530	LF	$184.00	$97,520	$97,520	$0	$0	$0
23.	48" RCP STORM DRAIN	1,390	LF	$168.00	$233,520	$233,520	$0	$0	$0
24.	54" RCP STORM DRAIN	1,390	LF	$420.00	$583,800	$583,800	$0	$0	$0
25.	60" RCP STORM DRAIN	1,225	LF	$473.00	$579,425	$579,425	$0	$0	$0
26.	66" RCP STORM DRAIN	0	LF	$525.00	$0	$0	$0	$0	$0
27.	72" RCP STORM DRAIN	0	LF	$578.00	$0	$0	$0	$0	$0
28.	TYPE I SD MANHOLE	2	EA	$6,800.00	$13,600	$13,600	$0	$0	$0

29.	TYPE II SD MANHOLE	11	EA	$8,900.00	$97,900	$97,900	$0	$0	$0
30.	WATER QUALITY/HYDRO MOD BASIN FG AND SEED	186,980	SF	$4.20	$785,316	$785,316	$0	$0	$0
31.	SOUTH REGIONAL POND FG AND SEED	194,960	SF	$4.20	$818,832	$818,832	$0	$0	$0
32.	DRAINAGE CHANNEL 21' SEED	68,880	SF	$1.30	$89,544	$89,544	$0	$0	$0
33.	DRAINAGE CHANNEL 70' SEED	58,800	SF	$1.30	$76,440	$76,440	$0	$0	$0
34.	OUTFALL (headwall, flap gate, and slope protection)	4	EA	$31,500.00	$126,000	$126,000	$0	$0	$0
35.	POND OVERFLOW OUTLET	2	EA	$5,800.00	$11,600	$11,600	$0	$0	$0
36.	CONNECT TO EXISTING	1	EA	$1,300.00	$1,300	$1,300	$0	$0	$0
				STORM DRAINAGE SUB-TOTAL	$3,631,977	$3,631,977	$0	$0	$0
IV.	WATER SYSTEM[3]								
37.	8" WATER MAIN - Reclaimed Water (Including Fittings)	5,341	LF	$73.00	$389,893	$0	$0	$389,893	$0
38.	8" GATE VALVE - RECLAIMED WATER	6	EA	$2,600.00	$15,600	$0	$0	$15,600	$0
39.	CONNECT TO EXISTING	1	EA	$2,600.00	$2,600	$0	$0	$2,600	$0
				WATER SYSTEM SUB-TOTAL	$408,093	$0	$0	$408,093	$0
V.	STREETLIGHTS								
40.	STREET LIGHTS (10' SINGLE-Including wire, poles, pedestals)	13	EA	$7,900.00	$102,700	$102,700	$0	$0	$0
				STREETLIGHTS SUB-TOTAL	$102,700	$102,700	$0	$0	$0

SUMMARY

I.	GRADING & EROSION CONTROL	$5,605,073	$5,492,878	$0	$0	$112,195
II.	STREET WORK,CONCRETE AND LANDSCAPE	$15,873,763	$15,101,843	$0	$0	$771,920
1	STORM DRAINAGE	$3,631,977	$3,631,977	$0	$0	$0
2	WATER SYSTEM	$408,093	$0	$0	$408,093	$0
V.	STREETLIGHTS	$402,900	$347,600	$0	$0	$55,300
VI.	DRY UTILITIES	$367,250	$367,250	$0	$0	$0
	SUB-TOTAL:	$26,289,000	$24,942,000	$0	$408,000	$939,000
	10% CONSTRUCTION CONTINGENCY:	$2,629,000	$2,494,000	$0	$41,000	$94,000
	15% SOFT COSTS:	$3,943,000	3,741,000.00	$0	$61,000	$141,000
	TOTAL GREENBELT, PARK AND POND COST :	**$32,861,000**	**$31,177,000**	**$0**	**$510,000**	**$1,174,000**

[1] Cut through segments (pathway connections from subdivision cul-de-sacs) from local roads to parks/greenbelts are not included in the RTIF and are assumed to be a cost to the developer. Cut through segments from adjacent Oyang subdivision have been included in the RTIF.

[2] Soil excavated from the project detention ponds shall be reserved for the Parkland Avenue Overcrossing.

[3] Improvements to be constructed under future City of Woodland project(s). City will not contribute funds toward the construction of the surrounding greenbelt.

4 This funding to be provided by the SLIF to the WRTP developer that is required to construct this section of the green belt. WRTP developer to construct the improvements with SLIF reimbursement. Reimbursement is limited to the amount shown in the WRTP CIP document.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

F. HARRY LORENZO AVENUE - WESTERN HALF SECTION (FCR TO PARKLAND)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST
I.	GRADING & EROSION CONTROL						
1.	CLEAR & GRUB	0.5	AC	$5,250.00	$2,725	$0	$2,725
2.	EXCAVATION TO SUBGRADE	43,330	CY	$4.00	$173,320	$0	$173,320
3.	ROAD-FINISH GRADING, CMPT. SUB-GRADE	22,607	SF	$0.60	$13,564	$0	$13,564
4.	SW/PATHWAY-FINISH GRADING, CMPT. SUB-GRADE	0	SF	$0.60	$0	$0	$0
5.	EROSION CONTROL	0.5	AC	$7,800.00	$4,048	$0	$4,048
	GRADING & EROSION CONTROL SUB-TOTAL				$193,657	$0	$193,657
II.	STREET WORK & CONCRETE						
6.	5" AC PAVEMENT	19,471	SF	$3.20	$62,307	$0	$62,307
7.	18" AGGREGATE BASE (Road/Curb/Curb&Gutter)	22,607	SF	$3.00	$67,821	$0	$67,821
8.	4" PCC SIDEWALK	0	SF	$4.15	$0	$0	$0
9.	SIGNAGE AND STRIPING	1	LS	$1,000.00	$1,000	$0	$1,000
10.	CURB & GUTTER	1,300	LF	$16.50	$21,450	$0	$21,450
11.	SURVEY MONUMENTS	1	EA	$375.00	$375	$0	$375
12.	PEDESTRIAN RAMPS (incl. detectable warnings)	1	EA	$1,375.00	$1,375	$0	$1,375
13.	LANDSCAPING	0	SF	$4.60	$0	$0	$0
	STREET WORK & CONCRETE SUB-TOTAL				$154,328	$0	$154,328
III.	STREETLIGHTS						
14.	LED STREET LIGHT (10' SINGLE-Including wire, poles, pedestals)	6.0	EA	$6,575.00	$39,450	$0	$39,450
	STREETLIGHTS SUB-TOTAL				$39,450	$0	$39,450
	SUMMARY						
I.	GRADING & EROSION CONTROL				$193,657	$0	$193,657
II.	STREET WORK & CONCRETE				$154,328	$0	$154,328
III.	STREETLIGHTS				$39,450	$0	$39,450
	SUB-TOTAL:				$387,000	$0	$387,000
	0% CONSTRUCTION CONTINGENCY:				$0	$0	$0
	0% SOFT COSTS:				$0	$0	$0
	TOTAL HLA WESTERN HALF SECTION COST:				**$387,000**	**$0**	**$387,000**

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

G. SR 113/25A INTERCHANGE IMPROVMENTS (DOUBLE ROUNDABOUT OPTION)

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST	CITY OF WOODLAND	SPRING LAKE ALLOCATION[2]
II.	STREETWORK AND CONCRETE								
1.	SR 113/CR25A - FULL BUILDOUT ROADWAY ITEMS[1]	1	LS	$10,306,800.00	$10,306,800	$5,462,604	$0	$2,576,700	$2,267,496
2.	RIGHT-OF-WAY AND UTILITIES[4]	1	LS	$250,000.00	$250,000	$132,500	$0	$62,500	$55,000
	SR 113/CR25A - FULL BUILDOUT ROADWAY ITEMS TOTAL CAPITAL COST:				$10,556,800	$5,595,104	$0	$2,639,200	$2,322,496
	SUMMARY								
	SR 113/CR25A - FULL BUILDOUT ROADWAY ITEMS				$10,556,800	$5,595,104	$0	$2,639,200	$2,322,496
				SUB-TOTAL:	$10,557,000	$5,595,000	$0	$2,639,000	$2,322,000
				15.56% PA&ED + FINAL DESIGN	$1,604,000	$850,000	$0	$401,000	$353,000
				15% CONSTRUCTION	$1,546,000	$819,000	$0	$387,000	$340,000
	TOTAL SR113/CR25A - FULL BUILDOUT:				**$13,707,000**	**$7,264,000**	**$0**	**$3,427,000**	$3,015,000

[1] Includes 20% Contingency. Unit cost per Mark Thomas cost opinion dated June 2022.

[2] Spring Lake Share = 22% per Brent M. Allocation deleted as an offset to deletion of Equitable Swap and 100% Allocation for Interim Improvements.

[3] Includes all soft costs

[4] Actual right-of-way acquisition is TBD and shall be reimbursed at $50k/acre. Unit cost shown is a placeholder per the Mark Thomas cost opinion dated June 2022.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

H. PARKLAND AVE OVERCROSSING

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST	CITY OF WOODLAND	SP- 1B/1C ALLOCATION	SPRING LAKE ALLOCATION
II.	STREETWORK AND CONCRETE									
1.	CONSTRUCT EARTHEN ABUTMENT ON EAST SIDE[5,6]	1	LS	$1,469,000.00	$1,469,000	$1,469,000	$0	$0	$0	$0
2.	CONSTRUCT EARTHEN ABUTMENT ON WEST SIDE[5,6]	1	LS	$1,469,000.00	$1,469,000	$0	$0	$0	$1,469,000	$0
3.	ROADWAY IMPROVEMENTS EASTSIDE ABUTMENT[1,3,6]	1	LS	$2,091,400.00	$2,091,400	$2,091,400	$0	$0	$0	$0
4.	INTERIM EROSION CONTROL[2]	1	LS	$30,000.00	$30,000	$30,000	$0	$0	$0	$0
5.	COMPLETE OVERCROSSING[1,6]	1	LS	$2,803,500.00	$2,803,500	$0	$0	$0	$2,803,500	$0
	PARKLAND AVE OC - FULL BUILDOUT ROADWAY ITEMS TOTAL ROADWAY COST:				$7,862,900	$3,590,400	$0	$0	$4,272,500	$0
	SUMMARY									
	SR 113/CR25A - FULL BUILDOUT CAPITAL COST				$7,862,900	$3,590,400	$0	$0	$4,272,500	$0
	SUB-TOTAL:				$7,863,000	$3,590,000	$0	$0	$4,273,000	$0
	25% CONSTRUCTION				$1,966,000	$898,000	$0	$0	$1,068,000	$0
	15% PA&ED + FINAL DESIGN				$1,179,000	$539,000	$0	$0	$641,000	$0
	TOTAL PARKLAND AVE OVERCROSSING COST:				**$11,008,000**	**$5,027,000**	**$0**	**$0**	**$5,982,000**	**$0**

[1] Includes 25% Contingency
[2] Assumes BMPs applied to abutment until full construction - not reimbursable.
[3] To be constructed with the overcrossing
[4] Overcrossing and west side abutment are future improvements.
[5] Pond spoils shall be reserved for Parkland Avenue overcrossing abutments.
[6] Unit cost per Mark Thomas cost opinion dated June 2022.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

I. UPGRADE SPRING LAKE SEWER LIFT STATION TO 90HP PUMPS

ITEM	DESCRIPTION	NOTES	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST	CITY OF WOODLAND	SPRING LAKE ALLOCATION
IV.	SEWER LIFT STATION UPGRADES									
1.	NEW 90 HP PUMP	**(1)**	1	LS	$334,705.00	$334,705	$334,705	$0	$0	$0
2.	REPLACE 2 90 HP PUMPS	**(2)**	1	EA	$399,311.00	$399,311	$0	$0	$399,311	$0
		SEWER LIFT STATION UPGRADES SUB-TOTAL				$734,016	$334,705	$0	$399,311	$0
	SUMMARY									
	SEWER LIFT STATION UPGRADES					$734,016	$334,705	$0	$399,311	$0
					SUB-TOTAL:	$734,000	$335,000	$0	$399,000	$0
					15% SOFT COSTS:	$110,000	$50,000	$0	$60,000	$0
					20% OFFSITE CONTINGENCY:	$147,000	$67,000	$0	$80,000	$0
		TOTAL SEWER PUMP STATION UPGRADE COST:				**$991,000**	**$452,000**	**$0**	**$539,000**	**$0**

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/03/23

FINAL DRAFT

J. OFF-SITE STORM DRAINAGE IMPROVMENTS

i. OFF-SITE STORM DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	NOTES	QTY	UNIT	UNIT COST	TOTAL COST	RTIF	DEVELOPER COST	CITY OF WOODLAND (8)	SPRING LAKE ALLOCATION
	STORM DRAINAGE UPGRADES									
1.	SOUTH REGIONAL PUMP STATION- Phase 2 (120CFS) (Two Additional Pumps)		1	LS	$1,000,000.00	$1,000,000	$0			
2.	FUTURE 5MMPUMP SCREENING	(3)	0	EA	$2,500,000.00	$7,500,000	$1,008,750	$0		
		STORM DRAINAGE UPGRADES SUB-TOTAL				$8,500,000	$1,008,750	$0	$0	$0
	SUMMARY									
IV.	STORM DRAINAGE UPGRADES					$8,500,000	$1,008,750	$0	$0	$0
	SUB-TOTAL:					$8,500,000	$1,009,000	$0	$0	$0
	35% SOFT COSTS and OFF-SITE CONTINGENCY (included in cost estimate):							$0	$0	$0
	TOTAL OFF_SITE STORM DRAINAGE UPGRADE COST:					**$8,500,000**	**$1,009,000**	**$0**	**$0**	**$0**

ii. STORM DRAINAGE OTHER PROJECTS

ITEM	DESCRIPTION	NOTES	QTY	UNIT	UNIT COST	TOTAL COST	RTIF	DEVELOPER COST	CITY OF WOODLAND (8)	SPRING LAKE ALLOCATION
1.	STORM DRAINAGE MASTER PLAN UPDATE	(5)	1	LS	$150,000.00	$150,000	$150,000	$0	$0	$0
					SUB-TOTAL:	$150,000	$150,000	$0	$0	$0
	TOTAL STORM DRAINAGE OTHER PROJECT COST:					**$150,000**	**$150,000**	**$0**	**$0**	**$0**
	TOTAL SEWER & STORM DRAINAGE UPGRADE COST:					**$8,650,000**	**$1,159,000**	**$0**		

NOTES

(1) This is the new development cost for the sewer improvement. Because it occurs during the timeframe of the WRTP, it is a 100% cost share for the Technology Park.

(2) This is a maintenance cost for the City.

(3) Total Capital Cost estimate for Trash Screens is very rough $7.5M estimate from City. This cost assumes the Project will be for screening the entire City, including north area stormwater. The cost split is based on 60 CFS/446 CFS, which is the SUGA pumping divided by the entire City pumping (note that there may be some adjustment to this proportion when looking at total flow instead of total pumping capacity).

(4) The $4.2 M is the current project cost. This cost assumes the Project will be for screening the entire City, including north area stormwater. The cost split is based on 60 CFS/446 CFS, which is the SUGA pumping divided by the entire City pumping.

(5) City staff anticipate the need to update the storm drainage master plan once during the life of the specific plan

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
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PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

K. PLANNING & ADMINISTRATION FEE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST	CITY OF WOODLAND	SPRING LAKE ALLOCATION
I.	PLANNING & ADMIN FEE								
1.	PLANNING & ADMIN (4% OF RTIF INFRASTRUCUTRE COSTS)	1	LS	$3,512,240.00	$3,512,240	$3,512,240	$0	$0	$0
	PLANNING & ADMIN SUB-TOTAL				$3,512,240	$3,512,240	$0	$0	$0
	SUMMARY								
I.	PLANNING & ADMIN				$3,512,240	$3,512,240	$0	$0	$0
	SUB-TOTAL:				$3,512,000	$3,512,000	$0	$0	$0
	TOTAL PLANNING & ADMIN COST:				**$3,512,000**	**$3,512,000**	**$0**	**$0**	**$0**

L. AG MITIGATION AND YOLO HABITAT CONSERVATION (HCP) FEES

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST	CITY OF WOODLAND	SPRING LAKE ALLOCATION
I.	AG MITIGATION								
1.	RTIF/OVERSIZED LAND	27.9	AC	$20,000.00	$557,693	$557,693	$0	$0	$0
2.	DRAINAGE FACILITIES	8.7	AC	$20,000.00	$174,600	$174,600	$0	$0	$0
	PLANNING & ADMIN SUB-TOTAL				$732,293	$732,293	$0	$0	$0
II.	HCP[1]								
1.	RTIF/OVERSIZED LAND	27.9	AC	$15,571.00	$434,192	$434,192	$0	$0	$0
2.	PARKS/GREENWAYS	17.6	AC	$15,571.00	$273,582	$273,582	$0	$0	$0
	PLANNING & ADMIN SUB-TOTAL				$707,774	$707,774	$0	$0	$0
	SUMMARY								
I.	AG MITIGATION				$732,293	$732,293	$0	$0	$0
II.	HCP				$707,774	$707,774	$0	$0	$0
	SUB-TOTAL:				$1,440,000	$1,440,000	$0	$0	$0
	TOTAL AG MITIGTION AND HCP COST:				**$1,440,000**	**$1,440,000**	**$0**	**$0**	**$0**

NOTES
(1) Cost is per Yolo Habitat Conservation Plan Fee Schedule dated March 2022.

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PROJECT: WOODLAND RESEARCH AND TECHNOLOGY PARK (SP-1A)
BASED ON: 2022 LAND USE PLAN AND ACCOMPANYING UTILITY LAYOUTS
PREPARED BY: CC/SG
REVISED: 03/14/23

FINAL DRAFT

M. LAND ALLOCATIONS

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	RTIF FEE	DEVELOPER COST	CITY OF WOODLAND	SP-1B ALLOCATION
I.	ROADS								
1.	PARKLAND AVE (East of Overpass Landing to HLA)	4.15	AC	$50,000.00	$207,608	$207,608	$0	$0	$0
2.	LAND ACQUISITION FOR EAST EMBANKMENT	2.17	AC	$250,000.00	$542,080	$542,080	$0	$0	
3.	LAND ACQUISITION FOR WEST EMBANKMENT	2.17	AC	$250,000.00	$542,080	$0	$0	$0	$542,080
4.	CR 25A (SR 113 to Road D)	2.17	AC	$50,000.00	$108,686	$108,686	$0	$0	$0
5.	CR 25A (Road D to HLA)	0.24	AC	$50,000.00	$11,777	$11,777	$0	$0	$0
6.	Road B (CR 25A to Parkland)	10.06	AC	$50,000.00	$502,769	$502,769	$0	$0	$0
7.	Road A (Road C to Road G)	1.88	AC	$50,000.00	$93,888	$93,888	$0	$0	$0
8.	Road B (CR 25A to Road G)	0.82	AC	$50,000.00	$41,120	$41,120	$0	$0	$0
9.	Road C (Road A to Road D)	2.64	AC	$50,000.00	$131,865	$70,433	$61,433	$0	$0
10.	Road D (CR 25A to Road E)	4.33	AC	$50,000.00	$216,477	$20,265	$196,212	$0	$0
11.	Road E (RTP to Road B)	0.88	AC	$50,000.00	$43,768	$24,829	$18,939	$0	$0
12.	Road E (Road B to Road D)	1.33	AC	$50,000.00	$66,613	$15,786	$50,826	$0	$0
13.	Road F (Parkland to HLA)	2.36	AC	$50,000.00	$118,056	$26,251	$91,804	$0	$0
14.	Road G (Road 101A to Road B)	1.98	AC	$50,000.00	$99,104	$99,104	$0	$0	$0
15.	Marston (Road B to HLA)	3.63	AC	$50,000.00	$181,621	$63,301	$118,320	$0	$0
	ROAD LAND ALLOCATIONS SUB-TOTAL				$2,907,510	$1,827,896	$537,534	$0	$542,080
II.	PARKS & GREENWAYS								
1.	The Yard (includes Pedestrian Promenade on east side	11.56	AC	$150,000.00	$1,734,000	$1,734,000	$0	$0	$0
2.	Greenway (South of Southeast Detention Pond)	0.67	AC	$50,000.00	$33,500	$33,500	$0	$0	$0
3.	Greenway (Marston to Southeast Detention Pond)	0.47	AC	$50,000.00	$23,500	$23,500	$0	$0	$0
4.	Greenway (Parkland to Marston and Connection to Road E)	2.06	AC	$50,000.00	$103,000	$103,000	$0	$0	$0
5.	Greenway (Promenade to Road E)	0.31	AC	$50,000.00	$15,500	$15,500	$0	$0	$0
6.	Greenway (Road F to Parkland)	0.27	AC	$50,000.00	$13,500	$13,500	$0	$0	$0
7.	Greenway (Farmers Central to Road F)	0.78	AC	$50,000.00	$39,000	$39,000	$0	$0	$0
8.	Greenway (Northwest corner of LDR along Farmers Central, Including Pedestrian Overcrossing)	1.45	AC	$50,000.00	$72,500	$72,500	$0	$0	$0
	PARKS & GREENWAYS LAND ALLOCATIONS SUB-TOTAL				$2,034,500	$2,034,500	$0	$0	$0
III.	STORM DRAINAGE								
1.	Southeast Detention Pond	4.23	AC	$100,000.00	$423,000	$423,000	$0	$0	$0
2.	South Regional Pond	4.50	AC	$50,000.00	$225,000	$225,000	$0	$0	$0
	STORM DRAINAGE LAND ALLOCATIONS SUB-TOTAL				$648,000	$648,000	$0	$0	$0
	Less Developer Contribution of Land:				-$537,534		-$537,534		
	TOTAL LAND ALLOCATION COST:				**$5,052,000**	**$4,510,000**	**$0**	**$0**	**$542,000**

Notes:
Notes: Arterial Roadways are 100% RTIF Fee

1.In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

2.Costs are generated for comparison with base CIP Development. It is assumed where Mobility Concept is duplicative of the CIP development costs will offset. Refer to CIP Buildout cost estimate for additional information.
3.Actual quantities may vary during the construction of this project.
4.This opinion of costs DOES NOT include costs for the following items:
- a.Any costs related to environmental assessment or the mitigation of any contamination, endangered species or archeological resources.
- b.Costs for land, financing, bonds and easements or rights of way.
- c.Soft costs including engineering, surveying, construction managmenet and soils testing.
- d.Import or export of fill material
- e.Demolition of existing structures.
- f.Future phases of construction, such as the planned expansion of the parking area.
- g.All accessibility improvements such as ramps, railings, signage, striping, and truncated domes.
- h.Permit or other city fees.
- i.Street lighting

5.Unit costs are 2022 basis and does not assume payment of prevailing wages.
6.This opinion of costs assumes that all improvements will be constructed in one phase. If the project is built out in multiple sub-phases, additional costs may be incurred.

7.Costs assume competitive bidding.

LEGEND

LDR	LOW DENSITY RESIDENTIAL
VCLDR	VILLAGE CENTER LOW DENSITY RESIDENTIAL
MDR	MEDIUM DENSITY RESIDENTIAL
VCMDR	VILLAGE CENTER MEDIUM DENSITY RESIDENTIAL
HDR	HIGH DENSITY RESIDENTIAL
HDR/CCO	HIGH DENSITY RESIDENTIAL WITH COMMUNITY COMMERCIAL OVERLAY
VCMU	VILLAGE CENTER MIXED USE
RTP	RESEARCH AND TECHNOLOGY PARK
RTP/TO	RESEARCH AND TECHNOLOGY PARK WITH TRANSITIONAL OVERLAY
RTP/CCO	RESEARCH AND TECHNOLOGY PARK WITH COMMUNITY COMMERCIAL OVERLAY
RTP/RFO	RESEARCH AND TECHNOLOGY PARK WITH RESEARCH FLEX OVERLAY
HC	HIGHWAY COMMERCIAL
OS	GREENBELTS AND OPEN SPACE
VCOS	VILLAGE CENTER OPEN SPACE
PP	PEDESTRIAN PROMENADE - HARDSCAPE TBD
DET POND	DETENTION POND

SIGNALIZED INTERSECTION

ROUNDABOUT

4 NO. OF LANES (TWO LANES WHERE UNLABELED)

* MOBILITY HUB TO BE LOCATED ALONG BLOCK FRONTAGE. SPECIFIC LOCATION AND DESIGN TO BE DETERMINED DURING THE PREPARATION OF THE ROADWAY CONSTRUCTION DOCUMENTS.

** RIDE SHARE DROP-OFF PULLOUTS WITH BIKE SHARE HUBS PLUS MID-BLOCK CROSSINGS - EXACT LOCATIONS TO BE DETERMINED.

*** SUBDIVISION TRAIL CONNECTION TO THE NEIGHBORHOOD, LOCATION TBD

A A ROAD SECTION CALLOUT

SPECIFIC PLAN BOUNDARY

MASONRY WALL (HEIGHT PER PLAN)

6' HEIGHT
8' HEIGHT
END POINT TO BE DETERMINED BY SOUND STUDY AND HDR DESIGN LAYOUT
HWY 113
HARRY LORENZO AVE.
HEIDRICK RANCH, PHASES 2 & 3
SPRING LAKE CENTRAL - PHASE 3
ROAD F
PARKLAND AVE.
SPRING LAKE CENTRAL PARK
HARRY LORENZO TO BE REMOVED
ROAD E
EXIST. 60' R/W
SPRING LAKE CENTRAL MULTI-FAMILY
ROAD B
ROAD D
EXISTING TREE CLUSTER
EXISTING TREE
SOLARA RANCH
MARSTON
ROAD C
ROAD A
SPRING LAKE GREENBELT
OYANG NORTH
OYANG SOUTH
CR 25A
CR 100A
ROAD G
PROPOSED FUTURE INTERCHANGE CONFIGURATION

APN: 041-080-017
COSTALOTTA PARTNERS, LLC

APN: 041-020-043
COSTALOTTA PARTNERS, LLC

APN: 041-020-010
WINFRED R. SPENCER TRUST

APN: 041-020-017
SEWMAWPAW WOODLAND LLC

APN: 041-020-031
THOMAS C. HEATON AND OLGA CHENGAEVA

APN: 041-020-042
BULLSEYE LAND COMPANY LLC

APN: 041-020-030
THOMAS C. HEATON AND OLGA CHENGAEVA

T9N, R2E, S4
T9N, R2E, S9

200 100 0 200 400
SCALE: 1" = 200'

DESIGNED BY: SG
DRAWN BY: LE
CHECKED BY: SG

SCALE
1"= 200'

WOODLAND RESEARCH AND TECHNOLOGY PARK
MASONRY WALL EXHIBIT

WOODLAND CALIFORNIA

CECWEST.COM

Project Planning ■ Civil Engineering ■ Landscape Architecture

■ Sacramento Office
2120 20th Street, Suite Three
Sacramento, CA 95818
(916) 455-2026

■ Davis Office
2940 Spafford Street, Suite 200
Davis, CA 95618
(530) 758-2026

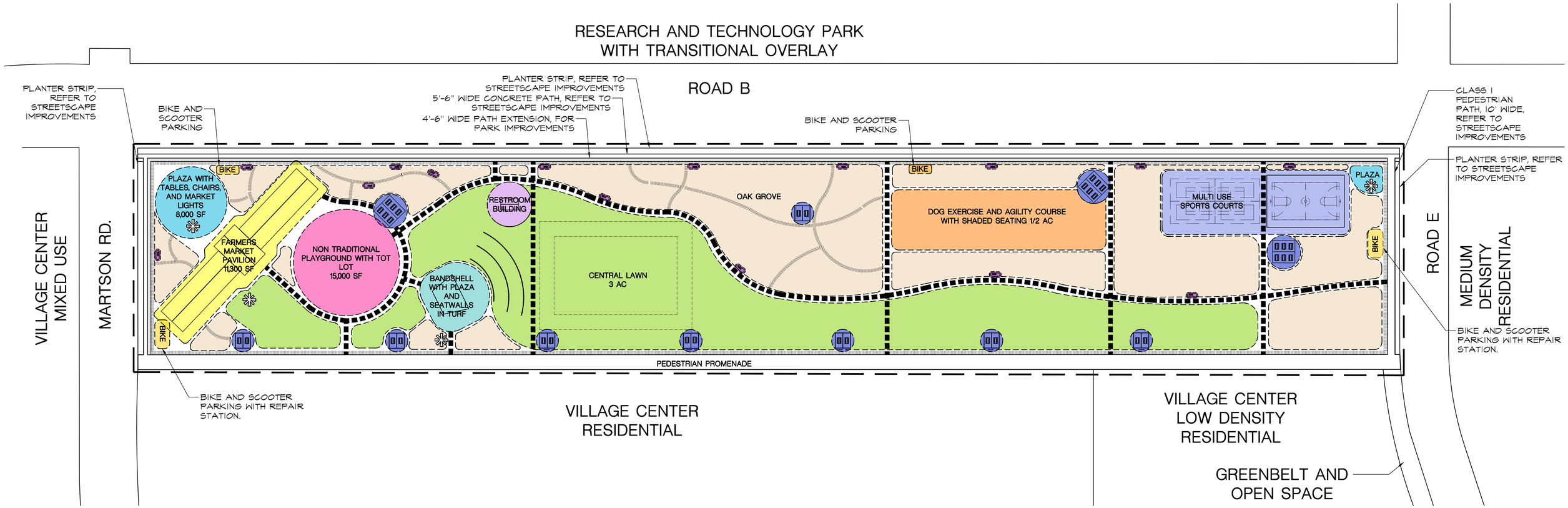
NO.	DATE	REVISIONS	BY	APPD.

SHEET 1 OF 1

DATE: 07/28/2023

PROJECT NO: 1593.03

S:\Projects\1500\1593 Spring Lake Master Plan Remainder Area\AutoCAD\1593-03 PRELIMINARY ENGINEERING\EXHIBITS\1593-00-04 Masonry Walls\1593-00-04 MASONRY WALLS.dwg - 24X36 7/28/2023 - 2:40PM Plotted by: chris

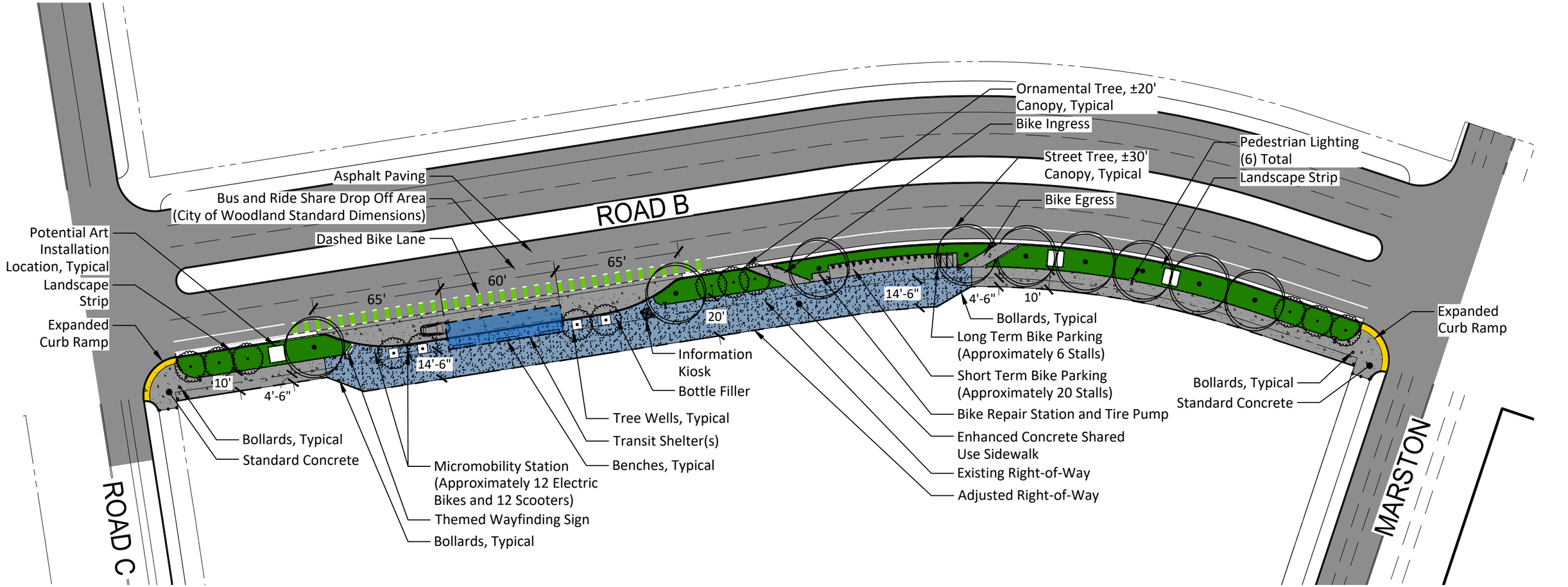


CALA

WOODLAND RESEARCH AND TECHNOLOGY PARK

THE YARD BUBBLE DIAGRAM

06/28/2023



NOTE:
DESIGN AS SHOWN IS CONCEPTUAL AND IS INTENDED FOR FURTHERING DISCUSSION AND TO PROVIDE A PRELIMINARY BUDGET ONLY. FINAL LOCATION OF MOBILITY HUB AND OTHER AMENITIES WILL VARY IN FINAL DESIGN.

NORTH

50 25 0 50 100

SCALE: 1" = 50'

Woodland Regional Technology Park - Mobility Hub | Woodland, CA | CONCEPTUAL PLAN

February 16, 2022

Memorandum

To: Ken Hiatt, City Manager, City of Woodland
Erika Bumgardner, Business Development Liaison, City of Woodland
Kimberly McKinney, Director of Administrative Services, City of Woodland

From: Matt Kowta, Managing Principal
Matt Fairris, Senior Associate

Date: May 4, 2021

Re: Woodland Research and Technology Park Fiscal Impact Analysis

INTRODUCTION

To understand the fiscal implications of the proposed Woodland Research and Technology Park (WRTP) project, the City of Woodland engaged BAE Urban Economics to conduct a fiscal impact analysis. The following memorandum summarizes the results of the fiscal impact model, including the expected revenues and City expenditures to provide ongoing services to the WRTP residents and employees if developed according to the proposed plan.

Project Description

The WRTP is located along Woodland's southern boundary, at the intersection of Highway 113 and County Road 25A. In total, the project encompasses nearly 350 acres and includes residential and non-residential development proposed for construction over the next 25 years. As summarized in more detail below in Table 1, at full buildout the WRTP project would include nearly 1,675 residential units ranging from low-density single-family homes to high-density multifamily units. The project also proposes roughly 1.1 million square feet of research park space, 625,000 square feet of light industrial space, 250,000 square feet of retail space, and 200,000 square feet of hotel space.

As also shown in Table 1, the project is expected to develop over a 25-year period. The earlier development years include a larger portion of the residential units, with absorption of all units expected by Year 15. The non-residential development is expected to occur over the full 25-year time frame, with a fairly equal delivery of space each of the five-year increments shown in the table below.

Table 1: Woodland Research and Technology Park (WRTP) Development by Absorption Period

	Year of Delivery				
Use Type	0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Low-Density Residential Units	186	186	157	0	0
Cumulative Units	*186*	*372*	*529*	*529*	*529*
Medium-Density Residential Units	186	186	254	0	0
Cumulative Units	*186*	*372*	*626*	*626*	*626*
High-Density Residential Units	186	186	147	0	0
Cumulative Units	*186*	*372*	*519*	*519*	*519*
Research Park Sq. Ft.	225,000	226,244	226,244	226,244	226,242
Cumulative Sq. Ft.	*225,000*	*451,244*	*677,488*	*903,732*	*1,129,974*
Light Industrial Sq. Ft.	75,000	137,456	137,456	137,456	137,457
Cumulative Sq. Ft.	*75,000*	*212,456*	*349,912*	*487,368*	*624,825*
Hotel	0	200,000	0	0	0
Cumulative Sq. Ft.	*0*	*200,000*	*200,000*	*200,000*	*200,000*
Retail	8,000	60,509	60,509	60,509	60,508
Cumulative Sq. Ft.	*8,000*	*68,509*	*129,018*	*189,527*	*250,035*

Sources: City of Woodland; BAE, 2021.

FISCAL IMPACT ANALYSIS

Methodology

To estimate the fiscal impacts of the WRTP project, BAE developed a fiscal model to assess the expected General Fund revenues and expenditures associated with the proposed project. To estimate the projected revenues, BAE assessed the current market values for the land uses proposed in the WRTP, in order to estimate property-related tax revenue, as well as the average per-capita and per-employee sales tax generation. The remaining revenue items, including permits, fees, and charges for service, are assumed to increase based on the City's existing average annual per-service population[1] revenue. To estimate the future Woodland General Fund expenditures associated with the WRTP, BAE conducted interviews with the City's fire, police, and finance departments. These interviews indicated that additional costs to provide fire service to the WRTP area will be associated with the future planned fire station (i.e., estimated on a case study basis) to serve the southern expansion of the City, while costs to provide police service will increase commensurate with service population growth (i.e., estimated on an average cost per service population basis). Aside from roadway maintenance, which is calculated based on an average annual cost per-lane mile, and custom calculations to demonstrate transfers out from the General Fund for future capital expenditures and a reduction in transit subsidies, the remaining expenditures are based on the existing average

[1] Service population is defined as the City resident population plus one-half of the number of local employees.

annual costs for City services such as library (costs per resident), community development (per service population), and administration (per service population). Similar to nearby developments in the City of Woodland, costs to maintain the parks, greenbelts, and street lighting will be covered through a supplemental levy (e.g., Community Facilities District) and therefore are not included in the following General Fund fiscal impact analysis.

Service Population

As shown below in Table 2, at full buildout the WRTP will include an estimated 4,316 total residents and roughly 4,912 total employees. The expected residents are fairly evenly distributed between the various residential unit types, while the majority of the employment growth is driven by the Research Park land use. Because employees do not generate the same demand for city services as full-time residents, BAE estimates the future service population as the total number of residents and half of the total employees. BAE utilizes these future service population figures to estimate the future demand for services and associated City expenditures. Based on this methodology, BAE estimates a total of 6,773 new service population at full buildout of the WRTP project.

Table 2: WRTP New Service Population by Absorption Period

		Planned Units *(New Residents)*				
Residential	**Population Density**	0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Low-Density SFR (Units)		**186**	**372**	**529**	**529**	**528**
New Residents	*2.86 persons per unit*	*532*	*1,064*	*1,513*	*1,513*	*1,510*
Med-Density SFR (Units)		**186**	**372**	**626**	**626**	**626**
New Residents	*2.65 persons per unit*	*492*	*985*	*1,657*	*1,657*	*1,657*
High-Density MFR (Units)		**186**	**372**	**519**	**519**	**519**
New Residents	*2.21 persons per unit*	*412*	*824*	*1,149*	*1,149*	*1,149*
		Planned Square Feet *(New Employees)* (a)				
Commercial	**Employment Density**	0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Research Park (Sq. Ft.)		**225,000**	**451,244**	**677,488**	**903,732**	**1,129,974**
New Employees	*310 sq. ft. per employee*	*689*	*1,382*	*2,076*	*2,769*	*3,462*
Industrial (Sq. Ft.)		**75,000**	**212,456**	**349,912**	**487,368**	**624,825**
New Employees	*800 sq. ft. per employee*	*89*	*252*	*416*	*579*	*742*
Hotel (Sq. Ft.)		**0**	**200,000**	**200,000**	**200,000**	**200,000**
New Employees	*1,667 sq. ft. per employee*	*0*	*114*	*114*	*114*	*114*
Retail (Sq. Ft.)		**8,000**	**68,509**	**129,018**	**189,527**	**250,035**
New Employees	*400 sq. ft. per employee*	*19*	*163*	*307*	*451*	*594*
		New Service Population				
New Population		0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Total Residents		1,436	2,872	4,319	4,319	4,316
Total Employees		797	1,912	2,912	3,912	4,912
Total Persons Served (b)		**1,835**	**3,828**	**5,775**	**6,275**	**6,773**

Notes:
(a) Assumes a five percent vacancy rate across all property types.
(b) Persons served is defined as residents plus 50% of employees.

Sources: City of Woodland; AECOM; BAE, 2021.

Revenue

The following section summarizes the projected WRTP revenue generation, including property-related revenue, sales tax revenue, and other City revenue. In order to better understand the revenue generated during the 25-year buildout timeline, the analysis projects revenues in five-year increments, following the absorption schedule shown above in Table 1. The revenue estimates for each five-year increment represents the expected annual revenue at the end of that five-year period. For example, the projected revenue in the "5-10 Years" period represents the annual revenue by year 10 of the WRTP buildout.

Property-Related Revenue

By full buildout, BAE estimates the WRTP project will have an assessed value of nearly $1.2 billion, based on the assumptions regarding average value per residential unit and average value per non-residential square foot shown in Table 3. Residential value estimates are based on recent sales of new comparable residential units in Woodland, while non-residential values are based on recent sales or newly assessed non-residential properties in the City. Particularly in the case of the Research Park and Industrial land use category, the new buildings that are expected to be developed in the WRTP will likely be more modernized and involve a higher level of improvements than most of the space that currently exists in the city; therefore, these assessed values are likely conservative and may underestimate the total assessed value of the WRTP project.

The total projected assessed value drives direct property tax and property transfer tax revenue to the City, shown in Table 3 and Table 4 on the following pages. As shown in Table 3, based on the allocation of property tax to the City of Woodland, at roughly 16.5 percent of the ad-valorem tax amount, the City is expected to receive roughly $2.0 million in annual property tax from the WRTP project by full buildout. In addition to secured and unsecured property tax, the City is also projected to receive approximately $986,000 per year of In-Lieu of Vehicle License Fee (ILVLF) revenue at full buildout.

In addition to property tax and ILVLF revenue, the City will also receive a tax upon transfer of the real estate in the WRTP. Based on assumed turnover rates shown below in Table 4, BAE projects roughly $62,000 of additional annual revenue generated by the property transfer tax allocated to the City at full buildout of the WRTP.

Table 3: Property-Related Revenue by Absorption Period

Secured Property Tax Revenue	Estimated Value/Unit	Planned Units *(New Assessed Value)* 0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Low-Density SFR (Units)		186	372	529	529	529
New Assessed Value	$548,000	*$101,928,000*	*$203,856,000*	*$289,892,000*	*$289,892,000*	*$289,892,000*
Med-Density SFR (Units)		186	372	626	626	626
New Assessed Value	$443,000	*$82,398,000*	*$164,796,000*	*$277,318,000*	*$277,318,000*	*$277,318,000*
High-Density MFR (Units)		186	372	519	519	519
New Assessed Value	$362,000	*$67,332,000*	*$134,664,000*	*$187,878,000*	*$187,878,000*	*$187,878,000*
Research Park (Sq. Ft.)		225,000	451,244	677,488	903,732	1,129,974
New Assessed Value	$200	*$45,000,000*	*$90,248,800*	*$135,497,600*	*$180,746,400*	*$225,994,800*
Industrial (Sq. Ft.)		75,000	212,456	349,912	487,368	624,825
New Assessed Value	$132	*$9,894,263*	*$28,027,940*	*$46,161,617*	*$64,295,294*	*$82,429,104*
Hotel (Sq. Ft.)		0	200,000	200,000	200,000	200,000
New Assessed Value	$300	*$0*	*$60,000,000*	*$60,000,000*	*$60,000,000*	*$60,000,000*
Retail (Sq. Ft.)		8,000	68,509	129,018	189,527	250,035
New Assessed Value	$280	*$2,240,000*	*$19,182,520*	*$36,125,040*	*$53,067,560*	*$70,009,800*
Total New Assessed Valuation		**$308,792,263**	**$700,775,260**	**$1,032,872,257**	**$1,113,197,254**	**$1,193,521,704**
Minus Existing AV		$3,234,684	$3,234,684	$3,234,684	$3,234,684	$3,234,684
Net AV Increase		**$305,557,579**	**$697,540,576**	**$1,029,637,573**	**$1,109,962,570**	**$1,190,287,020**
Net Ad-Valorem Property Tax Increase		$3,055,576	$6,975,406	$10,296,376	$11,099,626	$11,902,870
Assumed Share to City (a)		16.5%	16.5%	16.5%	16.5%	16.5%
New Property Tax to City		**$505,685**	**$1,154,401**	**$1,704,008**	**$1,836,942**	**$1,969,876**
Unsecured Property Tax Revenue						
Unsecured Property Tax as % of Unsecured		10%	10%	10%	10%	10%
Unsecured Property Tax Revenue		**$50,569**	**$115,440**	**$170,401**	**$183,694**	**$196,988**
Property Tax In-Lieu of Vehicle License Fees						
2020/2021 Net Citywide AV		$6,772,170,413	$6,772,170,413	$6,772,170,413	$6,772,170,413	$6,772,170,413
2020/2021 City ILVLF		$5,608,676	$5,608,676	$5,608,676	$5,608,676	$5,608,676
ILVLF as % of Net AV		0.08%	0.08%	0.08%	0.08%	0.08%
Estimated New City ILVLF		**$253,061**	**$577,699**	**$852,740**	**$919,265**	**$985,789**

Note:
(a) Property Tax Allocation based on the Revenue Sharing Agreement between the City and County which includes the following:

Fund	Existing Share	Sharing Agreement Split	Total City Allocation
County General Fund	11.7%	37%	4.3%
County ACO Fund	1.4%	37%	0.5%
County Library	2.1%	100%	2.1%
County Road District #2	2.2%	100%	2.2%
Springlake Fire District	7.3%	100%	7.3%
Total Share of Property Tax to City			**16.5%**

Sources: City of Woodland; BAE, 2021.

Table 4: Property Tax Transfer Tax by Absorption Period

Use Type	Assumed Turnover Rate	New AV *(Avg. Value of Turnover)* 0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Low-Density Units AV		$101,928,000	$203,856,000	$289,892,000	$289,892,000	$289,892,000
Value of Turnover	7 years	*$14,561,143*	*$29,122,286*	*$41,413,143*	*$41,413,143*	*$41,413,143*
Med-Density Units AV		$82,398,000	$164,796,000	$277,318,000	$277,318,000	$277,318,000
Value of Turnover	7 years	*$11,771,143*	*$23,542,286*	*$39,616,857*	*$39,616,857*	*$39,616,857*
High-Density Units AV		$67,332,000	$134,664,000	$187,878,000	$187,878,000	$187,878,000
Value of Turnover	20 years	*$3,366,600*	*$6,733,200*	*$9,393,900*	*$9,393,900*	*$9,393,900*
Research Park (Sq. Ft.) AV		$45,000,000	$90,248,800	$135,497,600	$180,746,400	$225,994,800
Value of Turnover	20 years	*$2,250,000*	*$4,512,440*	*$6,774,880*	*$9,037,320*	*$11,299,740*
Industrial (Sq. Ft.) AV		$9,894,263	$28,027,940	$46,161,617	$64,295,294	$82,429,104
Value of Turnover	20 years	*$494,713*	*$1,401,397*	*$2,308,081*	*$3,214,765*	*$4,121,455*
Hotel (Sq. Ft.) AV		$0	$60,000,000	$60,000,000	$60,000,000	$60,000,000
Value of Turnover	20 years	*$0*	*$3,000,000*	*$3,000,000*	*$3,000,000*	*$3,000,000*
Retail (Sq. Ft.) AV		$2,240,000	$19,182,520	$36,125,040	$53,067,560	$70,009,800
Value of Turnover	20 years	*$112,000*	*$959,126*	*$1,806,252*	*$2,653,378*	*$3,500,490*
Total Average Turnover Per Year		**$32,555,599**	**$69,270,734**	**$104,313,113**	**$108,329,363**	**$112,345,585**
Property Transfer Tax Rate (per $1,000)		$1.10	$1.10	$1.10	$1.10	$1.10
Share to City		50%	50%	50%	50%	50%
Property Transfer Tax Revenues to City		**$17,906**	**$38,099**	**$57,372**	**$59,581**	**$61,790**

Sources: BAE, 2021.

Sales Tax Revenue

Based on average annual per-resident and per-employee taxable sales assumptions, the WRTP is projected to generate approximately $118 million of additional retail sales within the City of Woodland yearly. This assumes new residents spend money in the WRTP and elsewhere throughout the City at a rate that is equal to the Yolo County countywide average per capita figure. This is more conservative than using the current citywide per capita rate, which is relatively high. The per-employee taxable sales estimate includes business-to-business taxable transactions, estimated as the average per-employee taxable sales amount in the Sacramento Region. Again, this is more conservative than assuming that new employees would generate taxable sales at a rate equal to the current citywide rate.

Spurred by the increase in taxable sales, the City is projected to receive nearly $1.3 million annually in additional sales tax revenue by project buildout. This includes $1.2 million in the base Bradley Burns sales tax amount, plus an additional $172,000 annually from the pooled base sales tax revenue, and $14,150 annually from the Proposition 172 public safety sales tax. Note that this analysis excludes both revenues and expenditures of Measure F and Measure J sales tax revenues.

This analysis does also take into account the City-County revenue sharing agreement, which states that Yolo County will receive 15 percent of any annual sales tax generated above $155,000 within the WRTP. This amounts to roughly $110,000 annually allocated to the County at full buildout of the WRTP.

Table 5: Sales Tax Generation by Absorption Period

Spending Type	Estimated Taxable Sales		New Taxable Sales 0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
New Residents			1,436	2,872	4,319	4,319	4,316
New Taxable Sales	*$12,277*	*per resident (a)*	*$17,632,550*	*$35,265,100*	*$53,028,996*	*$53,028,996*	*$52,993,880*
New Employees			797	1,912	2,912	3,912	4,912
New Taxable Sales	*$13,212*	*per employee (b)*	*$10,535,151*	*$25,257,466*	*$38,472,299*	*$51,687,132*	*$64,901,868*
Total Taxable Sales			**$28,167,701**	**$60,522,567**	**$91,501,295**	**$104,716,128**	**$117,895,748**
City Share of Sales Tax							
Base Bradley Burns Sales Tax	1%	of taxable sales	**$281,677**	**$605,226**	**$915,013**	**$1,047,161**	**$1,178,957**
Allocation to County (c)	15%	of Sales Tax over $155k	**$0**	**($12,717)**	**($44,484)**	**($76,252)**	**($108,018)**
Pooled Sales Tax Revenue as % of Base Sales Tax Revenue	14.6%	of base sales tax	**$41,125**	**$88,363**	**$133,592**	**$152,886**	**$172,128**
Public Safety Sales Tax (Prop. 172)	0.5%	of taxable sales	$140,839	$302,613	$457,506	$523,581	$589,479
County Share of Public Safety Sales Tax	95%	of total	$133,797	$287,482	$434,631	$497,402	$560,005
City Share of Public Safety Sales Tax	2.4%	of total	**$3,380**	**$7,263**	**$10,980**	**$12,566**	**$14,147**
Total City Sales Tax and Public Safety Sales Tax			**$326,182**	**$688,134**	**$1,015,101**	**$1,136,361**	**$1,257,214**

Notes:
(a) Based on the 2019 Yolo County per capita retail sales.
(b) Based on the 2019 Sacramento MSA average non-retail sales per employee.
(c) According to the Revenue Sharing Agreement, the County receives 15% of any sales tax generated above $155,000 within the WRTP.

Sources: City of Woodland; State Board of Equalization; BAE, 2021.

Other Revenue

At full buildout, the WRTP is projected to generate an additional $750,000 of other annual revenue to the City. As shown in Table 6 below, the majority of this revenue is associated with permits, fees, and charges for service, followed by Transient Occupancy Tax revenue.

Table 6: Other General Fund Revenue by Absorption Period

Revenue Source	Revenue Generation (a)	Other Revenue 0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
New Service Population		*1,835*	*3,828*	*5,775*	*6,275*	*6,773*
Transient Occupancy Tax	$21.74 per person served	$39,891	$83,227	$125,555	$136,427	$147,237
Permits, Fees and Charges	$71.09 per person served	$130,451	$272,168	$410,590	$446,144	$481,494
Fines and Forfeitures	$3.93 per person served	$7,219	$15,062	$22,722	$24,690	$26,646
Charges for Services	$9.47 per person served	$17,371	$36,243	$54,676	$59,410	$64,118
Charges to Other Departments (b)	$4.94 per person served	$9,058	$18,898	$28,510	$30,978	$33,433
Total "Other" Revenue Sources		**$203,991**	**$425,598**	**$642,052**	**$697,649**	**$752,928**

Note:
(a) Calculated using the General Fund Revenue estimates from the City of Woodland Fiscal Year 2020/21 Budget, divided by the service population, which includes 100% of the City's population and 50% employees working in the City.

2020 Population	*60,742*
2020 Jobs	*27,459*
Service Population	***74,472***

(b) Assumes that Charges to Other Departments is 10% variable.

Sources: BAE, 2021.

Total Revenue

Based on the above revenue items, the WRTP is projected to generate a total of roughly $5.2 million in annual revenues to the City of Woodland General Fund by project buildout. As seen below, the majority of these revenues are associated with property-related taxes, including direct property tax and ILVLF revenues, as well as sales tax. Based on the breakdown by five-year increments shown below in Table 7, it is apparent that the majority of revenues are generated by year 15, driven by the absorption of all residential units and a large share of the non-residential development. In fact, nearly 85 percent of the final annual revenues are expected by year 15, with the remaining 15 percent driven by the buildout of the remaining non-residential space in the following decade.

Table 7: Total General Fund Revenue by Absorption Period

	General Fund Revenue 0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Revenues					
Property Tax					
Secured	$505,685	$1,154,401	$1,704,008	$1,836,942	$1,969,876
Unsecured	$50,569	$115,440	$170,401	$183,694	$196,988
ILVLF	$253,061	$577,699	$852,740	$919,265	$985,789
Property Transfer Tax	$17,906	$38,099	$57,372	$59,581	$61,790
Sales Tax					
Bradley Burns	$281,677	$592,508	$870,529	$970,910	$1,070,939
County Pool	$41,125	$88,363	$133,592	$152,886	$172,128
Prop. 172	$3,380	$7,263	$10,980	$12,566	$14,147
"Other Revenues"	$203,991	$425,598	$642,052	$697,649	$752,928
Sub-total revenues	**$1,357,393**	**$2,999,371**	**$4,441,673**	**$4,833,493**	**$5,224,585**

Sources: BAE, 2021.

Expenditures

The following estimates the total annual General Fund expenditures associated with the buildout of the WRTP. Similar to revenue estimates, the anticipated expenditures are broken down into five-year increments driven by the buildout of specific land uses over the 25-year buildout time frame. Similar to the projected revenue, the expenditure estimates for each five-year period represent the annual expenditures at the end of that absorption period. For example, the projected expenditures shown in the "5-10 Years" time period reflect the annual expenditures in Year 10 of the WRTP buildout.

Fire Department Costs

As the new fire station (Station #4) will serve the WRTP project as well as other neighborhoods and developments in the City of Woodland, BAE allocated the expected per-service population cost of the entire Woodland fire department, including future Station #4, to the projected service population of the WRTP. As seen below, this results in roughly $1.1 million of annual fire service costs allocated to the WRTP at full buildout. Note that this analysis also incorporates the expiration of the SAFER Grant which currently supports fire service costs in the City. This grant of roughly $475,000 expires in 2024, at which time the City General Fund will absorb those additional costs.

Table 8: Fire Department Costs by Absorption Period

Fire Expenditures						
Current Expenditures	$10,873,729					
SAFER Grant Expiration (2024)	$474,696					
Future Fire Station #4 Cost	$2,400,000					
Total Future Fire Budget	**$13,748,425**					
Existing Service Population	74,472					
Build Out Service Pop	6,775					
Total Future Service Pop	**81,247**					
		Fire Department Expenditures				
		0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
New Service Population		*1,835*	*3,828*	*5,775*	*6,275*	*6,773*
Average Future Expenditures	**$169.22**	**$310,496**	**$647,805**	**$977,271**	**$1,061,896**	**$1,146,037**

Sources: City of Woodland; BAE, 2021.

Roadway Maintenance Costs

To estimate roadway maintenance expenditures, the City of Woodland provided an average maintenance cost per lane-mile throughout the City, of $2,897 per lane-mile plus a 13.8 percent public works overhead charge. Assuming all roadway infrastructure will be delivered commensurate with the residential growth, BAE assumes all 30.5 lane-miles within the WRTP will be delivered by Year 15. In total, BAE estimates the roadway maintenance cost will amount of roughly $100,500 annually by Year 15 and will continue at that level through project buildout.

Table 9: Roadway Maintenance Costs by Absorption Period

Expenditure	Existing Demand		General Fund Cost 0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Road Lane Miles			10.2	20.3	30.5	30.5	30.5
Maintenance Cost	$2,897	*Per Lane-Mile*	*$29,431*	*$58,862*	*$88,293*	*$88,293*	*$88,293*
Public Works Overhead	13.82%	*of Maint. Cost*	*$4,069*	*$8,137*	*$12,206*	*$12,206*	*$12,206*
Total Roadway Maintenance Cost			**$33,499**	**$66,999**	**$100,498**	**$100,498**	**$100,498**

Sources: City of Woodland; BAE, 2021.

Increased Transit Costs

According to City of Woodland staff, the City's allocation of Transportation Development Act (TDA) subsidy is projected to decline by roughly $25,000 per year through the WRTP buildout. This amount will compound over the next 25 years, suggesting that the decline in subsidy, or increase in transit costs, by Year 10 will be $250,000 per year. At full buildout, this amounts to $625,000 per year in additional costs from the reduced TDA subsidy.

Table 10: Transit Costs by Absorption Period

Other General Fund Cost	Cost Factor		General Fund Cost 0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Increased Transit Cost (a)	$25,000	per year	$125,000	$250,000	$375,000	$500,000	$625,000

Note:
(a) Based on reduced subsidy from the Transportation Development Act (TDA).

Sources: City of Woodland; BAE, 2021.

Police Service and Other City Costs

All other city General Fund costs, including police, community services, library, etc. are calculated on the basis of the existing per-service population expenditure estimate times the projected WRTP increase in service population, accounting for the variability of expenditures for each department. The analysis excludes any expenditures currently supported by Measure J sales tax revenue, as this source is not included as a revenue source in the revenue projections. As seen in Table 11 below, the per-service population cost ranges from roughly $8 per year for public works to $289 for police service. Based on the projected service population of the WRTP, these additional City costs amount to roughly $2.6 million annually at full buildout, with nearly $2.0 million in new annual police costs. As stated previously, this does not include expenditures associated with parks, greenbelts, and streetlights within the WRTP which will be maintained using a supplemental revenue source, such as a CFD.

Table 11: Other General Fund Expenditures by Absorption Period

Other General Fund Cost	FY 20/21 Budget	Removal of Measure J	Adjusted Expenditures	Persons Served	Service Demand	General Fund Cost (a) 0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Administration (b)	$3,177,732	$250,000	$2,927,732	74,472	$9.83 per person served	$18,034	$37,625	$56,761	$61,676	$66,563
Community Development	$3,349,317	$0	$3,349,317	74,472	$44.97 per person served	$82,523	$172,173	$259,738	$282,229	$304,592
Community Services (excl. parks)	$3,733,783	$1,344,098	$2,389,685	60,742	$39.34 per resident	$56,503	$113,005	$169,929	$169,929	$169,816
Police	$21,503,433	$485,669	$21,017,764	74,472	$282.22 per person served	$517,852	$1,080,425	$1,629,917	$1,771,056	$1,911,388
Library	$2,224,385	$771,168	$1,453,217	60,742	$23.92 per resident	$34,360	$68,721	$103,337	$103,337	$103,269
Public Works (Citywide)	$637,397	$0	$637,397	74,472	$8.56 per person served	$15,705	$32,766	$49,430	$53,710	$57,966
Total Other General Fund Costs	**$34,626,047**	**$2,850,935**	**$31,775,112**			**$724,977**	**$1,504,715**	**$2,269,111**	**$2,441,938**	**$2,613,594**

Note:
(a) Based on new service population or new residents depending on cost item.
(b) Assumes Administration expenditures are 25% variable.

Sources: City of Woodland; BAE, 2021.

Total Annual Cost

As seen below in Table 12, the total General Fund expenditures to support the full buildout of the WRTP amounts to nearly $4.5 million annually by WRTP buildout. The largest share of these costs is associated with police and fire services. Based on the buildout plan, nearly 85 percent of these annual expenditures, or $3.7 million annually, will be required by Year 15. This is primarily driven by the delivery of all residential units by Year 15, with only a limited amount of non-residential development remaining through the final buildout year.

Table 12: Total General Fund Expenditures by Absorption Period

	General Fund Revenue				
	0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Expenditures					
Administration	$18,034	$37,625	$56,761	$61,676	$66,563
Community Development	$82,523	$172,173	$259,738	$282,229	$304,592
Community Services	$56,503	$113,005	$169,929	$169,929	$169,816
Police	$517,852	$1,080,425	$1,629,917	$1,771,056	$1,911,388
Fire	$310,496	$647,805	$977,271	$1,061,896	$1,146,037
Library	$34,360	$68,721	$103,337	$103,337	$103,269
Public Works	$15,705	$32,766	$49,430	$53,710	$57,966
Roadway Maintenance	$33,499	$66,999	$100,498	$100,498	$100,498
Increased Transit Costs	$125,000	$250,000	$375,000	$500,000	$625,000
Sub-total expenditures	**$1,193,972**	**$2,469,519**	**$3,721,881**	**$4,104,332**	**$4,485,129**

Sources: City of Woodland; BAE, 2021.

Net Fiscal Impact

At full buildout of the WRTP, the development is projected to generate an annual surplus of nearly $740,000 to the City's General Fund. After the first five years, which includes a large portion of residential development and more modest non-residential development, the initial phase is projected to generate an annual fiscal surplus of $163,000. This surplus ramps up significantly between Years 5 and 15 (reaching $720,000 annually by Year 15), as the project delivers all of the residential units and a larger share of the non-residential uses. Between Year 15 and full buildout in Year 25 the project reaches the full projected annual surplus of approximately $740,000.

Table 13: Net Fiscal Impact by Buildout Year

	General Fund Revenue				
	0-5 Years	5-10 Years	10-15 Years	15-20 Years	20-25 Years
Revenues					
Property Tax					
Secured	$505,685	$1,154,401	$1,704,008	$1,836,942	$1,969,876
Unsecured	$50,569	$115,440	$170,401	$183,694	$196,988
ILVLF	$253,061	$577,699	$852,740	$919,265	$985,789
Property Transfer Tax	$17,906	$38,099	$57,372	$59,581	$61,790
Sales Tax					
Bradley Burns	$281,677	$592,508	$870,529	$970,910	$1,070,939
County Pool	$41,125	$88,363	$133,592	$152,886	$172,128
Prop. 172	$3,380	$7,263	$10,980	$12,566	$14,147
"Other Revenues"	$203,991	$425,598	$642,052	$697,649	$752,928
Sub-total revenues	**$1,357,393**	**$2,999,371**	**$4,441,673**	**$4,833,493**	**$5,224,585**
Expenditures					
Administration	$18,034	$37,625	$56,761	$61,676	$66,563
Community Development	$82,523	$172,173	$259,738	$282,229	$304,592
Community Services	$56,503	$113,005	$169,929	$169,929	$169,816
Police	$517,852	$1,080,425	$1,629,917	$1,771,056	$1,911,388
Fire	$310,496	$647,805	$977,271	$1,061,896	$1,146,037
Library	$34,360	$68,721	$103,337	$103,337	$103,269
Public Works	$15,705	$32,766	$49,430	$53,710	$57,966
Roadway Maintenance	$33,499	$66,999	$100,498	$100,498	$100,498
Increased Transit Costs	$125,000	$250,000	$375,000	$500,000	$625,000
Sub-total expenditures	**$1,193,972**	**$2,469,519**	**$3,721,881**	**$4,104,332**	**$4,485,129**
NET ANNUAL FISCAL SURPLUS/(DEFICIT)	**$163,421**	**$529,853**	**$719,793**	**$729,161**	**$739,457**

Sources: City of Woodland; BAE, 2021.

Fiscal Impact Sensitivities

To account for potential changes in market conditions and demand, BAE tested the fiscal impacts of two different sensitivities. The first sensitivity estimates the impact of less non-residential space delivered by Year 25, given the strong demand for residential units and potential uncertainty around demand for the non-residential space. The second scenario assesses the impact of lower per-employee business-to-business sales tax generation, given that the potential tenants of the WRTP may or may not produce taxable goods.

Reduced Commercial Buildout - As a simplified approach to assessing the fiscal impact of less commercial space delivered in the WRTP, BAE created a version of the fiscal model that assumes zero non-residential space delivers while all the residential units would be absorbed. While this is not the intention of the project, nor ideal for the City, it merely represents the relative importance of the non-residential space. Based on these assumptions, the project yields a fiscal deficit of nearly $110,000 at full buildout. This is primarily driven by the assumed increase in transit costs over the 25-year buildout timeline, of $625,000 annually. This cost is not assumed to decrease despite the elimination of the non-residential component, as demand for transit services is primarily driven by the City's resident population. To yield a marginal annual fiscal surplus, the project would need to deliver at least 15 percent of all proposed non-residential land uses.

Reduced Per-Employee Sales Tax Generation - The fiscal analysis currently assumes employees of the new non-residential spaces will generate non-retail taxable sales equal to the average $13,212 annual per-employee amount in the four-county Sacramento region. This taxable sales amount generally corresponds to business-to-business sales that generate sales tax revenue. Given the uncertainty around the future users of the WRTP space, BAE tested the sensitivity of the fiscal model to a reduction in this assumed per-employee taxable sales amount. Even with a 50 percent reduction in the per-employee taxable sales estimate, the project would still generate a fiscal surplus, albeit reduced to roughly $360,000 per year by buildout.

Fiscal Impact Analysis Takeaways

- The WRTP project is projected to generate a fiscal surplus of approximately $740,000 per year to the City's General Fund.
- Based on the absorption schedule, the City would realize a significant fiscal surplus by Year 15, estimated at nearly $720,000 per year. This is driven by the delivery of all residential units and nearly two-thirds of the non-residential space by Year 15. Between Year 15 and full buildout in Year 25, the annual fiscal surplus is projected to increase to $773,000 annually.

REVENUE

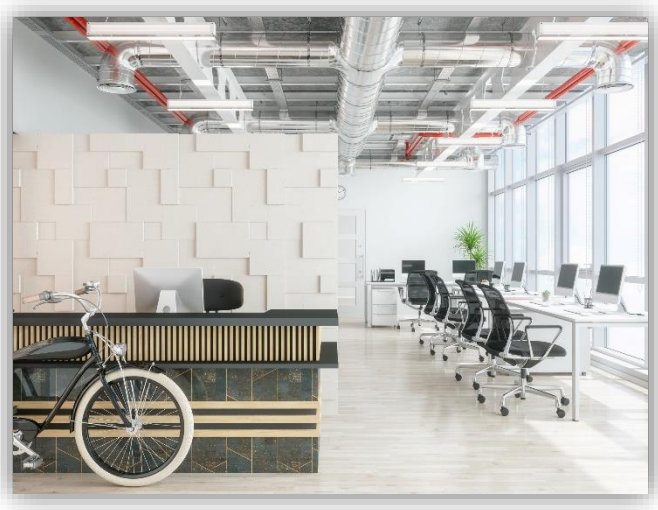
- The primary sources of General Fund revenue that WRTP would generate are property-related taxes (i.e., ad valorem property tax, ILVLF, transfer tax) and sales tax. Although not modeled in this analysis, the project would also generate substantial new sales tax revenues from Measures F and J, to the extent that they are extended through the life of the WRTP project. Together, these account for 86 percent of the projected revenue.
- Approximately 63 percent of the estimated new assessed value associated with the WRTP would be generated by the residential component.
- Approximately 55 percent of the estimated sales tax is generated by the non-residential component, including taxable business-to-business retail transactions.

EXPENDITURES

- The primary sources of annual General Fund expenditures associated with WRTP would be Police Service ($2.0 million annually at buildout) and Fire Service ($1.1 million annually at buildout). Together these account for 68 percent of the expenditures to serve the WRTP.
- The third largest expenditure is associated with the need for backfill of Public Works Department expenditures due to the loss of Transportation Development Act (TDA) dollars to support transit provision. Driven by growth in the City, this loss of revenue is estimated at nearly $625,000 annually at full buildout of the WRTP. While this loss of revenue is not directly driven by the WRTP project, this project represents the major growth area within the City and therefore bears the full burden of reduced revenues from this source.

FISCAL IMPACT SENSITIVITES

- The fiscal impact of the WRTP is sensitive to a reduction in the non-residential space. Any reduction from the proposed amount of non-residential space developed and occupied will result in lower fiscal surpluses than projected above. The project must provide at least 15 percent of the proposed non-residential space to achieve General Fund fiscal break even.



WOODLAND RESEARCH AND TECHNOLOGY PARK CLIMATE ACTION PLAN CHECKLIST

All projects shall complete and submit this checklist with new development applications and major expansion projects within the Woodland Research and Technology Park Specific Plan Area to ensure project compliance with the City of Woodland Climate Action Plan

Woodland Research and Technology Park Climate Action Plan Consistency Checklist Introduction

The City of Woodland encourages and prioritizes sustainable design and development practices throughout the community. The 2035 General Plan advocates responsible growth while seeking to conserve energy, water, and other resources; reducing greenhouse gas (GHG) emissions; promoting infill, green and net-zero energy development; and building community resiliency to the effects of climate change. The Woodland Research and Technology Park (WRTP) will serve as a leader in eco-innovation and sustainability. Implementation of the City's Climate Action Plan (CAP) requires that new development projects in the plan area incorporate inventive sustainable design practices and apply GHG reduction measures consistent with the CAP. This CAP Checklist was developed to help companies and builders plan and design projects consistent with the CAP and to assist City staff in implementing CAP strategies. The following sustainable design policies were adopted on _____ for the WRTP Plan Area:

1. **Consistency with the Climate Action Plan-** Ensure new development is consistent with the objective and targets of the City's Climate Action Plan with the goal of striving to achieve zero net energy at the building and neighborhood level. (Policy 2.C.2/2.L.2)

2. **Resource Efficiency-** Encourage and incentivize building construction that consumes less energy, water, and other resources; allows natural ventilation; uses daylight effectively; reduces storm water runoff; and facilitates the use of clean energy whenever possible. Use trees for cooling, energy conservation and to improve air quality. (Policy 2.C.4)

3. **Electric/Alternative Fuel Vehicle Parking-** Parking facilities in non-residential zones shall provide for alternative fueling and electric vehicle charging. Residential development shall provide EV-capable facilities in all garages and parking lots. (Policy 3.H.7)

4. **Agricultural Interface-** Where development within the Plan Area occurs at the edge of the Urban Limit Line adjacent to agricultural land, a buffer of 150-feet shall be incorporated, where feasible, to minimize potential incompatibilities of the adjoining uses. (Policy 7.C.4/7.C.5)

5. **Agricultural Uses-** Where agricultural activity exists within the Plan Area boundary, the agricultural uses shall be permitted to continue until urban development occurs on the active agricultural properties. (Policy 7.C.2)

This Checklist allows proposed development projects that are subject to the California Environmental Quality Act (CEQA) to demonstrate consistency with Woodland's CAP, and with applicable WRTP Environmental Impact Report (EIR) analysis and findings. CEQA Guidelines require the analysis of GHG emissions as well as any potential impacts that the proposed project might have on the environment. Projects that demonstrate consistency with the CAP are eligible to streamline the review process. The CAP is a verified GHG emissions reduction plan in accordance with CEQA Guidelines Section 15183.5. Projects that do not display consistency may, at the City's discretion, prepare an independent comprehensive project-specific GHG emissions analysis consistent with CEQA requirements. This Checklist identifies measures that are required in order to support CEQA streamlining, and includes examples of how to implement exceptional sustainable design practices and technology in architectural or landscape plans.

The following policies will be used to ensure all new WRTP projects and major expansions adhere to Climate Action Plan Consistency:

A. All new development projects and major expansion projects shall provide a summary of incorporated conservation measures consistent with the City's 2035 Climate Action Plan (CAP), adopted with the General Plan in 2017. For each CAP strategy and related "action" relevant to new development projects, the City will determine: (a) the project is consistent; (b) the project with conditions or when modified would be consistent; (c) the strategy is relevant for new development, but not the subject project; or (d) the project includes one or more replacement strategies that would be equally or more effective in reducing GHG emissions and such replacement strategy or strategies are not included in the CAP or required by any other regulation, standard, design criteria, or other existing requirement.

B. All projects shall complete and submit the city's Climate Action Plan Consistency Checklist for review and approval by the city prior to project approval. The CAP Checklist allows proposed development projects to demonstrate consistency with the Climate Action Plan.

C. Consistent with General Plan Policy 2.L.2, all projects shall strive to meet net zero energy consumption through the incorporation of conservation measures above Title 24 standards and shall, at minimum, demonstrate consistency with Cal Green Tier One standards.

D. GHG reductions strategies and sustainability measures shall be considered in major expansion projects and in the ongoing operations and use of all commercial and residential projects within the Plan Area including, but not limited to Energy Conservation, Water Conservation/Quality and Low Water Landscape measures as outlined in Sustainability Guidelines Sections 3.5.3.B for commercial uses and Section 3.5.12.B for residential of the Specific Plan.

This CAP Checklist identifies GHG reduction strategies that may be incorporated into proposed development projects. By encouraging development strategies and designs that conserve resources and reduce project-related GHG emissions, the Checklist supports Woodland's sustainability efforts and policies that encourage the advancement of sustainable growth, including implementation of the CAP.

There are five steps to this application:

1) CAP Consistency Checklist Application Form
2) Land Use Element Consistency
3) CAP Strategy Consistency
4) Additional Questions
5) Certification

Applicability:

All projects located within the Woodland Research and Technology Park Specific Plan Area shall complete and submit the city's Climate Action Plan Consistency Checklist for review and approval by the city prior to project approval. The CAP Checklist allows proposed development projects to demonstrate consistency with the Climate Action Plan.

Step 1: CAP Consistency Checklist Application Form

Project Information

Project Name: _____

Project Address: _____

Project Type: _____

Project Size: _____

Proposed Land Uses: _____

Service Population (Residents + Employees): _____

Brief Project Description: _____

_____

_____

_____

Applicant Information

Applicant Name: _____

Company: _____

Contact Phone: _____

Contact Email: _____

Was a consultant retained to complete this checklist? ☐ Yes ☐ No

If yes, complete the following:

Consultant Name: _____

Company: _____

Contact Phone: _____

Contact Email: _____

Step 2: Land Use Consistency

This section allows the City to determine a project's consistency with the land use assumptions used in the development of the CAP. The growth projections outlined in the 2035 General Plan Land Use Element were used in Woodland's CAP to estimate community-wide GHG emissions over time. Therefore, new development projects must be consistent with the Land Use Element to be consistent with Woodland's CAP. For specific examples, see Attachment 1- The Living Building Challenge.

Land Use Consistency	Yes	No
Is the proposed project consistent with the existing General Plan land use and Specific Plan zoning designations?		
If **"Yes"**, please explain how the project is consistent with the existing General Plan land use and zoning designations in the space provided below and then proceed to Step 3 of the Checklist.		
If **"No"**, the proposed project must prepare a comprehensive project-specific analysis of GHG emissions and incorporate the measures in this Checklist to the extent feasible.		

Does your site plan prioritize resource efficiency and leave room for usable open space areas? Does it respect native wildlife, and work with, not against natural site features?

Step 3: CAP Strategy Consistency

Energy

Incorporating energy efficiency and/or renewable energy into a project can have long-term benefits for reducing utility bills and GHG emissions while adding value to the property. The City encourages all projects to incorporate energy efficiency and renewable energy into project design and construction. See Attachment 2- *Daylighting* for more examples.

Projects subject to CEQA that are using the Checklist for CEQA streamlining eligibility must incorporate the GHG reduction strategies marked as "**(Required)**." If "no" is marked for a required measure, the project will not be eligible to use the checklist for CEQA streamlining.

GHG Reduction Strategy	Sustainable Development Measures	Yes	No
E-1: Lighting Efficiency Upgrades (**Required**)	**Installation of high-efficiency lighting:** Does the project include LED lights, solar tubes, sky lights, and take consideration of room orientation to maximize the use of natural lighting? Are the work spaces designed to support direct access to natural light for as many occupants as possible to reduce the demand and use of artificial lighting and improve worker comfort and efficiency?		
E-2: Comprehensive Building Efficiency	**Energy efficiency:** Does the project incorporate sustainable construction and development practices in the CalGreen Code such as cool roofs, vegetation, permeable or other special pavements, shading devices, operable windows placed for cross ventilation, or other passive temperature control factors to reduce building energy use and heat island effects on and around buildings?		
E-3: Improved Building Temperature Controls (**Required**)	**Natural climate control features:** Are natural temperature control factors such as cross ventilation, wind protection, and shade considered in site and building design for the project? For example, does the plan utilize heat recovery ventilation within residential or nonresidential buildings, which, rather than venting warm exhaust air outside, captures the exhaust air and uses it to preheat incoming air?		

E-4: Improved Building Temperature Controls	**Innovative site designs:** Does the project include innovative site designs and building orientations for new construction that incorporate passive and active solar designs and natural cooling techniques?		
	Efficient heating and cooling: Does the project include buildings with mechanical HVAC systems to decrease energy use and increase reliance on natural heating, cooling, and ventilation? Does the design use high-performance building envelopes, including insulation of floors, walls, and ceilings that exceed Title 24 standards, use of low-e glass and other high-performance curtain wall or glazing systems?		
E-5: Renewable energy generation and procurement	**Renewable energy (residential):** Does the project include solar installations of 3 kW or larger to accommodate electric vehicle charging and achieve net zero carbon footprint without future need to increase inverters?		
	Renewable energy use (residential): Will homes be constructed for the subsequent installation of solar photovoltaic and/or solar water heaters?		

Please explain how the proposed project incorporates the required measures and any additional sustainable development measures consistent with the CAP and Cal Green Tier One standards as applicable.

Does your energy plan utilize location and natural daylight patterns to minimize energy use? Does your plan leave space for improvement and innovation?

Transportation and Land Use

Practices and infrastructure that promote ease and convenience of pedestrian, bicycle, and transit travel for daily trips that situate residents in proximity to workplaces, goods and services, and recreational opportunities, are essential to reducing the use of passenger vehicles locally and regionally. The City encourages all projects to incorporate sustainable development measures into project design and construction to support the reduction of single-occupancy motor vehicle use and increase the use of efficient and alternative modes of transportation. For specific examples, see Attachment 3- *Transit Innovation*.

Projects subject to CEQA that are using the Checklist for CEQA streamlining eligibility must incorporate the GHG reduction strategies marked as "**(Required)**." If "no" is marked for a required measure, the project will not be eligible to use the checklist for CEQA streamlining.

GHG Reduction Strategy	Sustainable Development Measures	Yes	No
T/LU-1: Infill Development, Redevelopment, and Repurposing	**Density (residential):** Does the project incorporate the highest level of residential density allowed in the zoning code?		
	Infill development: Does the project develop on an underutilized or unused infill site?		
	Use of existing structures: Does the project reuse an existing structure(s)?		
T/LU-2: Smart Growth in New Development	**Infill and proximity of housing:** Does the project include infill housing and housing built within walking distance to jobs, transportation, and amenities?		
	Transit services: Is the provision of public transportation abundantly prioritized?		
	Proximity of transit services: Will the project be served by public transit within ¼ mile of the site, or closer, for the elderly or disabled?		
	Mixed use development: Does the project incorporate mixed uses within the development?		
	Proximity to retail (residential): Does the project's plan support convenient walking and biking distances for daily shopping trips?		
T/LU-3: Smart Growth in New Development (**Required**)	**Alternative transportation (commercial):** Does the project include bicycle parking, electric vehicle charging stations, and/or other Transportation Demand Management (TDM) incentives for non-fossil-fuel transportation?		

T/LU-4: Increase Mass Transit Use, Walking, and Bicycling (**Required**) (**Specific Plan Requirement above CAP**)	**Bicycle-friendly design:** Does the project provide secure bicycle storage options and/or bike share programs? Does the project provide well-lit, covered bicycle parking and storage options equal to at least 10% of the number of vehicle parking spaces credited to the project? In industrial, office, and research/tech buildings over 50,000 sq ft, are locker rooms and showers (2 minimum) or similar facilities provided for employees?		
T/LU-5: Increase Mass Transit Use, Walking, and Bicycling	**Bike Share:** Does the project provide bicycle share programs?		
T/LU-6: Increased Use of Alternative-Fuel Vehicles	**Electric vehicle (EV) chargers (residential):** Does the project include EV charging infrastructure?		
Please explain how the proposed project incorporates the required measures and any additional sustainable development measures consistent with the CAP and Cal Green Tier One standards as applicable.			

If the proposed project incorporates sustainable development measures beyond what is included in the CAP, please explain.

Does your plan include designs that serve the needs of everyone, including the elderly populations, or those disabled?

Urban Forest & Open Space

Trees help reduce GHG emissions in several ways: reducing the heat island effect, reducing indoor building temperatures, and carbon sequestration. Planting trees strategically can have long-term benefits for beautifying streets, reducing utility bills and GHG emissions, and increasing comfort inside and outside of buildings. The City encourages all projects to incorporate appropriate placement and planting of trees into project design and construction. See Attachment 4 for examples of ideal urban forestry implementation.

Projects subject to CEQA that are using the Checklist for CEQA streamlining eligibility must incorporate the GHG reduction strategies marked as "**(Required)**." If "no" is marked for a required measure, the project will not be eligible to use the checklist for CEQA streamlining.

GHG Reduction Strategy	Sustainable Development Measures	Yes	No
UF-1: Urban Forest Management Plan	**Urban Forest Management Plan:** Does the project include planting mediums, planting techniques, and soil amendments that can provide multiple benefits as identified in Woodland's Urban Forest Master Plan?		
UF-2: Increased Tree Planting (**Required**)	**Shade tree cover (residential):** Does the project include two shade trees per home on east, west, or south face of the home with trees located to prevent interference with solar PV production? **Shade tree cover:** Does this project include the planting of larger trees to maximize the GHG reduction benefit? **Shade tree cover:** Does this project include street trees to shade asphalt and parked cars?		
Please explain how the proposed project incorporates the required measures and any additional sustainable development measures consistent with the CAP and Cal Green Tier One standards as applicable.			

If the proposed project incorporates sustainable development measures beyond what is included in the CAP, please explain.

Does your plan include the preservation of native greenery? Does it aid in the preservation/restoration of endangered wildlife?

Water & Solid Waste

Incorporating water conservation and waste reduction measures into project design and construction supports long-term reductions in GHG emissions. The City encourages all projects to incorporate water conservation and waste reduction measures into project design and construction. Attachment 5- *Production Waste* provides further examples of water conservation and solid waste reduction strategies.

GHG Reduction Strategy	Sustainable Development Measures	Yes	No
W/W-1: Increased Water Conservation	**Water conservation:** Does the project meet or exceed Title 24 water conservation building requirements? Does project landscaping utilize climate sensitive irrigation systems and other water-efficient bubblers and drip irrigation systems?		
	Drought-tolerant landscaping: Does the project include at least 50% drought-tolerant native landscaping features in the landscape design?		
W/W-2: Solid Waste Reduction and Waste Processing Improvements	**Construction Recycling:** Will steps be taken to ensure that the project meets or exceeds the minimum requirement for construction and demolition debris recycling in accordance with the City's ordinance?		
	Recycling: Does the project allow adequate space for future collection of recyclable materials?		
	Organics Recycling: Does the project allow adequate space for future collection of food waste for large-scale processing as compost or into biofuels?		
Please explain how the proposed project incorporates the sustainable development measures consistent with the CAP and Cal Green Tier One standards as applicable.			

If the proposed project incorporates sustainable development measures beyond what is included in the CAP, please explain.

Does your design include organics and recycling bins throughout the site? Are the bins placed frequently, to prevent litter and unnecessary waste?

Step 4: Additional Questions

1. Please provide a statement indicating the manner in which the project will meet sustainability goals and polices contained in the City's General Plan and Climate Action Plan. Examples of measures that may be utilized include, renewable energy, cross ventilation, operable windows, efficient heating and cooling systems, window awnings, light roofs, electric vehicle charging infrastructure, secure bicycle parking, and other measures.

2. Urban development and increases in paved surfaces can increase the heat island effect resulting in an urban area that is significantly warmer than surrounding rural areas. Please provide a statement summarizing the measures that have been taken to reduce heat related concerns. Examples may include: covered and shaded walkways, extensive tree canopy, awnings or other shade structures, outdoor rooms or courtyards, indoor ceiling fans, and other measures.

Step 5: Certification

I hereby certify that the statements furnished herein and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability and that the facts, statements and information presented are true and correct to the best of my knowledge.

Signature: _____ Date: _____

Attachment 1- Above and Beyond: The Living Building Challenge

The innovative nature of architecture and design requires the progression of sustainable practices, and state-of-the-art invention. The Woodland Research and Technology Park CAP Checklist is comprehensive, but there are even more ways to have a positive impact, and go beyond the base requirements.

One example of such originality is the Living Building Challenge. The International Living Future Institute developed a standard for buildings "that, like a flower, give more than they take".

Living Buildings are:

- Regenerative buildings that connect occupants to light, air, food, nature, and community.
- Self-sufficient and remain within the resource limits of their site.
- Create a positive impact on the human and natural systems that interact with them.

Such buildings can be found as close as Sacramento, where the Arch Nexus building on R Street utilized the existing structure and reclaimed materials to fabricate a state-of-the-art architecture office that prioritizes conservation and a sustainable vision for the future. To learn more, visit the Living Building challenge website at https://living-future.org/lbc/.

The Sacramento Valley Station is another example of local design planning, using the Living Building Challenge as a cornerstone of the reimagining of the sixth-busiest Amtrak station in the country. The new plan utilizes the existing historic railyard building and draws inspiration from transit centers around the world, culminating in a modern, multi-use epicenter. The Master Plan is the completed concept design of varied multi-use spaces near the Downtown Sacramento Area, a future magnet for innovative residential and office spaces surrounding the latest implementation of human ingenuity. To learn more about the Station plans, visit http://www.cityofsacramento.org/Public-Works/Sacramento-Valley-Station.

Photo sources Left: JW Vaneck (https://unsplash.com/photos/OFDrwleTtdE); Right: Roman Babakin (https://unsplash.com/s/photos/living-building)

Daylighting is the controlled allowance of natural light into a building, in an effort to curb energy usage and GHG emissions, while saving money on operating and production cost. Daylighting can be maximized by optimizing building, skylight, and window orientation. In addition to directing light admission, integrating shading technology is crucial to averting unwanted side effects of daylighting, like glare and overheating. Some examples of such techniques include:

- High performance window glazing
- Skylights
- Daylight redirection devices
- Daylight-responsive electric lighting controls
- Solar shading devices

Common uses of daylighting in museums involve the integration of light with whole building design. When directing light in an exhibit, the architect must take the comfort of the patrons, the preservation of the artwork, and the best lighting, into account. More information on the subject can be found by visiting https://www.archdaily.com/tag/daylight.

Get Inspired

Such challenges render stunning examples of modern architecture, and can be found in the Jumex Museum of Mexico City, and the Kult Museum in Vreden, Germany. Both buildings are examples of balancing design with the natural world, while accounting for human comfort. More information on the subject can be found by visiting https://www.archdaily.com/960558/beyond-artificial-lighting-museums-exploring-the-benefits-of-daylight.

Photo sources Left: Flipboard (https://unsplash.com/photos/Ylus81fS7q4) Right: Martin Olsson (https://unsplash.com/photos/VqtoOKk3JhI)

Attachment 3- Above and Beyond: Transit Innovation- YoloCommute.net/employer-programs/

The Yolo Commuter Club is a branch of the Sacramento Region 511, which is an incentive-based commute tracking system. Businesses and building owners that opt in to this public program on behalf of their members experience tax breaks for the ability to reimburse tenants and employees for using the following commute methods:

- Vanpool/Carpool
- Biking
- Walking
- Public Transit

This program may act as an incentive for building owners to offer businesses, or businesses to offer to tentative employees. The Commuter Club involves benefits of up to $25/month for 3 consecutive months of biking, walking, and carpooling, and $50/month for 3 consecutive months of using public transit. The member has the option to track trip miles on a smartphone app called Commute Tracker, or keeping track on their SacRegion511.org dashboard. Incentivizing a smaller Carbon footprint while attracting businesses and residents with monetary benefits is a great long-term investment option. To register or learn more, visit https://sacregion511.org/#/.

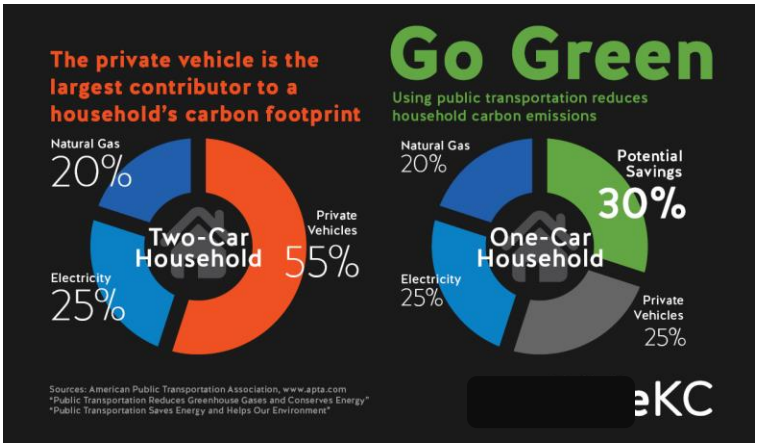


Photo sources Left: Kansas City Area Transportation Authority (https://www.kcata.org/about_kcata/entries/environmental_benefits_of_public_transit) Right: Yolo Commute (http://www.yolocommute.net/ride-match-program/)

Attachment 4- Above and Beyond: The "City in a Garden" Policy

As land availability decreases with agriculture and climate change, the need for carbon sequestration and greenery grows. The benefits of green buildings are largely justified by lower temperature control costs, healthier populations, and a higher return on building value. Green buildings are an excellent option for those working with limited land space, and a need for carbon sequestration. In addition to ornamental foliage, green spaces can be used to cultivate produce in learning gardens, which feed the residential population.

Read On:

In 1967, the Prime Minister of Singapore introduced the Garden City policy in an effort to make the city more pleasant to live in, and revive the greenery of the island, previously stripped by British colonists. The policy foundation highlighted tree planting as the first step in beautifying the urban streetscapes, focusing on over-built and skyscraper-heavy areas. Over 55,000 trees were planted by the end of 1970, and grew to 1.4 million by 2014, achieving 56% vegetation cover by 2010. In an effort to maximize their new vision, the Singapore government moved from "Garden City", to "City in a Garden", with the idea that the city should be within the environment, and nature should be enjoyed by all. State of the art gardens and nature parks were installed, with immediate benefits, such as less reliance on fuel-based temperature control, and an average outside temperature of three degrees lower. Urban areas were then optimized to support greenery and recreation, with government incentives for building owners and developers to install rooftop and vertical greenery. Skyrise greenery is a versatile idea that inspires myriad possibilities, for example:

- Growing Food on Rooftops
- Do-it-Yourself Green Wall
- Creating Educational Gardens
- Cultivating Native Plants
- Aesthetics of Skyrise Greenery

All of the above projects are in new development stages in Singapore, and can be tested in small batch methods. Singapore currently boasts 330 acres of skyrise greenery cover, and aims to increase to almost 500 acres by the year 2030. The implementation of these policies led to Singapore's rank as one of the most eco-friendly countries in the world, and renown for urban planning restoration and innovation. For more information on urban forestry and greenery cover, visit nparks.gov.sg/skyrisegreenery.

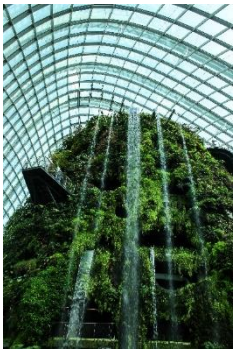


Photo sources Left: Gardens by the Bay- Singapore by Victor (https://unsplash.com/photos/nDK_3biAGHc); Right: Digby Cheung (https://unsplash.com/photos/qyOvSz_lJEQ)

Attachment 5- Above and Beyond: Production Waste

Reusing waste in the building and design of new construction is a great way to combat landfill emissions, and push creative design boundaries. One such idea is utilizing existing plastic to manufacture building materials. Some examples of this include recycled plastic and asphalt roads, and recycled plastic bricks for building homes. Because of the durability and resilience of plastic, construction companies are finding new ways to reuse old materials.

Get Inspired:

One such company is Technisoil- a Redding, CA based pavement company that specializes in the latest asphalt technology. Technisoil studies observed that, by combining the original asphalt in an old road, with recycled plastic, the resulting material renders a road that lasts two to three times longer than asphalt, with five times the strength. The process of producing such roads actually saves money, by only using non-virgin materials that taxpayers have already paid for.

Another example of plastic innovation is its use in construction materials. Manufacturing companies like Gjenge Makers are discovering the benefits of creating plastic based building materials. Gjenge Makers serves the Nairobi, Kenya area, and uses the plastic in local communities to generate mixed plastic pieces, which are mixed with sand at high heat, and then pressed into blocks. The blocks are lighter, cheaper, and more durable than concrete bricks. The lighter bricks make transportation and building faster and more efficient than using concrete, and help clean up plastic pollutants.

By contracting a company that uses non-virgin materials, you can support an environmental economy, save money, and reduce waste. For more information on project examples, visit technisoilnd.com, or gjenge.co.ke.

Photo sources Left: Sergey Lapunin (https://unsplash.com/photos/HN0RWzwz_FI); Right: Julian Hochgesang (https://unsplash.com/photos/DiLbTILKT34)

RESOURCES

Listed below are resources and incentives for participating in innovative sustainability practices:

- **The Energy Partnership Program**
  The California Energy Commission's Energy Partnership Program offers services to help identify cost-saving opportunities for buildings and new construction. This program can be used to audit energy costs for existing buildings and review proposals and designs. Applications are accepted on a first-come-first-served basis, with no final filling date. More information can be found at https://www.energy.ca.gov/programs-and-topics/programs/energy-partnership-program.

- **U.S. Department of Energy Office of Energy Efficiency and Renewable Energy**
  The U.S. Department of Energy offers a solar investment tax credit (ITC) that can be claimed on federal income taxes for up to 30% of the cost of a solar photovoltaic system that is placed in service during the tax year. To check eligibility and learn more, visit energy.gov/eere/solar.

- **CA Strategic Growth Council- Affordable Housing and Sustainable Communities**
  AHSC provides funding for affordable housing development and transportation infrastructure. Its goal is to create sustainable communities by building affordable housing near transportation, thus reducing individual car use. One example of a funded project includes West Gateway Place, an affordable housing community built next to a major transportation improvement. To learn more about the grant project and eligibility, visit https://sgc.ca.gov/programs/ahsc/resources/.

- **CalRecycle Reuse Grant Program From California Climate Investments**
  CalRecycle offers grants to reduce greenhouse gas emissions through technology and innovation. Such projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling and much more. At least 35 percent of these investments are made in disadvantaged communities and low-income communities and households. For more information, visit https://www.caclimateinvestments.ca.gov/.

Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT
(Beeman South--Woodland Research and Technology Park)

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

BULLSEYE LAND COMPANY LLC, a CALIFORNIA LIMITED LIABIILTY COMPANY

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DEVELOPMENT AGREEMENT NO. __

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and among the City of Woodland, a California municipal corporation (hereinafter "CITY"), and Bullseye Land Company, LLC, a California Limited Liability Company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the "Final EIR"), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the "Specific Plan"), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY's General Plan and the Specific Plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

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WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 "Capital Improvement Plan" or "CIP" means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) the Woodland Research and Technology Park Specific Plan, at it may be amended from time to time;

(b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;

(c) conditional use permits, design review approvals and plot plans;

(d) zoning;

(e) grading and building permits.

1.1.6 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 "Development Plan" means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit "C", which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

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1.1.9 "Effective Date" means the date that the ordinance approving this Agreement becomes effective.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

1.1.11 "General Plan" means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 "Improvements Outside Specific Plan Area" means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Maintenance CFD" shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16"Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 "Offsite Property" has the meaning set forth in Section 3.11 of this Agreement.

1.1.18 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

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1.1.19 "Project" means the development of the Property contemplated by the Specific Plan and the Development Plan as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.20 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.21 "Public Infrastructure Reimbursement Rules" means the "Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan," attached hereto as Exhibit "J" and incorporated herein by this reference.

1.1.22 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 "Specific Plan" means that certain specific plan adopted by the City Council by Ordinance No. ___, and entitled, "Woodland Research and Technology Park Specific Plan."

1.1.24 "Specific Plan Area" means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 "Subdivision Map Act" means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Development Plan.

Exhibit "D" — Infrastructure Phasing Rules.

Exhibit "E" — WRTP CIP Modification

Exhibit "F" — Master Planning and Design Obligations

Exhibit "G" — Public Dedications

Exhibit "H" — WRTP Affordable Housing Plan

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Exhibit "I" — Maintenance Services

Exhibit "J" — Public Infrastructure Reimbursement Rules

Exhibit "K" — WRTP Project Fees

Exhibit "L" — Form of Assignment and Assumption Agreement

Exhibit "M" — Form of Partial Assignment and Assumption Agreement

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the "Term." Any tentative map approved by CITY for the Property shall have a duration that is the greater of (i) eight (8) years plus up to four (4) additional years based on extensions for tentative subdivision maps granted pursuant to state law, during which period no application to extend the expiration date of any tentative map need be filed, and the Community Development Director is hereby authorized to grant two extensions of two years each at the Community Development Director's sole discretion, without further approval by the Planning Commission or City Council, or (ii) such time approved in accordance with the state law or Land Use Regulations.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and

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assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

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(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "K" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

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purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City's Municipal Code and applicable state law.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.

(e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party

shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

_____
_____
_____

with a copy to:

_____

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_____
_____

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to development the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the

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Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date, which purport to limit the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones ("RDZ") that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ's.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) CITY has sole authority to reallocate units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide infrastructure improvements in accordance with certain Infrastructure Phasing Rules established by the City for the Specific Plan Area, as attached hereto as Exhibit "D" (the "Phasing Rules"), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City's obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of

building permits issued within the Specific Plan Area until certain public improvements are complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,

(c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.7 Reservations of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

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(a) Processing fees and charges of every kind and nature imposed by CITY to cover the costs of processing applications for Development Approvals or for monitoring compliance with any Development Approvals.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, as needed to fund development related infrastructure or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.8.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.8.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force

and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.8.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.8.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.9 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.10 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.10. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.10 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.10 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. CITY and

OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property, provided, however, that OWNER shall be required to comply with the provisions of this Section 3.10 in furtherance of the acquisition of Offsite Property, and CITY shall not be deemed to waive the requirements set forth herein. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.10.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.10.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.10 to acquire such property.

3.11 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

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3.13 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.14 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.15 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the

requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit "K", WRTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees that are not listed in Exhibit "K" in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and Technology Park Infrastructure Fee (the "RTIF") as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERs within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the "RTIF Report"), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within

the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, "WRTP CIP Modification", attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located outside of the Specific Plan Area including but not limited to the Spring Lake Specific Plan Area and the land referred to as SP 1-B in the City's General Plan, located west of State Route 113 and anticipate for future annexation for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that

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(1) the total unit yield for Residential Development Zone ("RDZ") 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY's deferred impact fee policy for non-residential development, if applicable. At CITY's discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER's Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer's estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI"). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit "F" ("**Master Planning and Design Obligations**"), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit "E" (**CIP Modification Work**"). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the

Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit "G" ("**Public Dedications**"), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER's Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit "G" but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended

from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of $9,279 per single family unit or $6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Supplemental School Fee. OWNER acknowledges that Costalotta Partners, LLC, the owners of the "Beeman North" property will be entering into good faith negotiations with Woodland Joint Unified School District ("WJUSD") for the potential purchase of property to be used as a school campus. OWNER will participate in good faith negotiations involving the payment of a supplemental school fee towards the construction of facilities that provide capacity for students generated by the Specific Plan. OWNER agrees that if a supplemental fee shall be paid by OWNER, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of the WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Agreement. In the event WJUSD does not proceed with construction of a school at the School Site, or other project(s) specified in the School Site Purchase and Sale Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City

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4.9 Dedication of Land for Business Incubator Property. Within the first 500,000 square feet of non-residential construction, OWNER shall set aside land sufficient for the construction of no less than 30,000 square feet of research and technology space dedicated to the support of new technology-based companies, such as start-up/business incubator space or academic-industry collaboration space. CITY and OWNER shall work together to determine an appropriate operator for such space, and upon such determination, the research and technology land shall be dedicated to such operator at no cost.

4.10 Right to Continue Use of Agricultural Well. CITY and OWNER understand and acknowledge that there exists within the Specific Plan Area agricultural wells that provide irrigation for certain other property that remains in agricultural use. The Parties agree that OWNER may operate any such agricultural wells owned by OWNER to serve agricultural uses on OWNER's property or other property, provided that such use must be in compliance with all applicable federal, state and local laws, including but not limited to the Yolo Subbasin Groundwater Sustainability Plan adopted by the Yolo Subbasin Groundwater Agency, and any regulations or directives promulgated thereunder. OWNER shall be solely responsible to retain any and all property interests necessary for continuing operation of any such agricultural well, and for ensuring compliance with all applicable laws and regulations, as well as the Groundwater Sustainability Plan.

4.11 Abandonment of County Road 100A. OWNER shall work with the California Department of Transportation ("CalTrans"), Yolo County and CITY to take such steps as are necessary to abandon County Road 100A, which is located adjacent to OWNER's Property. OWNER shall, at no cost or expense to CITY, and with no credits or reimbursements through this Agreement or the Public Infrastructure Reimbursement Rules, ensure that such public right of way or private access easements are provided to ensure that any and all properties that would be landlocked as a result of the abandonment of County Road 100A have adequate access to public roads from their property, and OWNER, in conjunction with its neighboring property owner that also fronts County Road 100A, shall be responsible to secure all necessary approvals, consents and actions as necessary to effectuate the abandonment of County Road 100A. OWNER shall work expeditiously to accomplish this provision in a timely manner.

4.12 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit "C", as a "build to rent single family development". For purposes of this Agreement, a "build to rent single family development" is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement,

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the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of Community Facilities District No. _____, Sports Park ("**Sports Park CFD**") which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in

Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the "**Maintenance CFD**"), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit "I", attached hereto and incorporated herein by this reference ("**Maintenance Services**").

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor's parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

(a) Recommendation of the Community Development Director;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, during the period under review, the review for that period shall be concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

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(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

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In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions

and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of

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CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.5 Reservation of Rights. With respect to Sections 8.2, 8.3 and 8.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that

notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY , the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including but not limited to the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of

construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

10.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act

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hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development Plan to support successful development of all land uses in the Specific Plan Area. They City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or

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joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Beeman South—Woodland Research and Technology Park)

"**OWNER**"

BULLSEYE LAND COMPANY, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY

By: _____
Name:
Its: _____
Date: _____

"**CITY**"

CITY OF WOODLAND,
a California municipal corporation

By:_____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

_____
City Attorney

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted]

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EXHIBIT B

MAP OF PROPERTY

[To be inserted]

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EXHIBIT C

DEVELOPMENT PLAN

[To be inserted]

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EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan ("Phasing Plan") for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the "Rules"). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer's Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

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the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall comply with the following requirements:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g.,, traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units[1] to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
  Per unit contribution = project cost * 1.2 * 0.53/500 units
  The project cost is the amount listed in the CIP with an annual adjustment by CCI
  The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
  0.53 is the cost share for the WRTP as reflected in the CIP
  The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
  The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

[1] All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

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- The Parkland Ave Overcrossing abutment fill slope must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

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EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area.

-The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

-Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

-The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

-The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

-Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

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-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, a 6' black chain link fence with 1" spacing shall be placed at the right of way line between Caltrans and the WRTP non-residential land. The City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the WRTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

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EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .

- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

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- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program ("TDM/VMT Program") that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER's first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
  -sound wall layout
  -signal interconnect exhibit
  -right of way dedication exhibit
  -greenway dedication exhibit
  -the yard exhibit and cost estimate
  -mobility hub exhibit and cost estimate
  -CFD map showing what will be maintained
  -Map and description for wells and pipes
  -Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

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EXHIBIT G

PUBLIC DEDICATIONS

[To be inserted]

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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".

2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.

3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
    a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
    b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
    c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
    d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
    e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
    f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

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4. In-Lieu Fees – Consistent with the requirements of the City of Woodland's Affordable Housing Ordinance:
    a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner's affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner's satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
    b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
        i. $3.00/sf on all market rate Low Density Residential units
        ii. $2.50/sf on all market rate Medium Density Residential units
        iii. $2.00/sf on all market rate High Density Residential units
    c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City's housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.

5. Land Dedication - In accordance with the City of Woodland's Affordable Housing Ordinance:
    a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP**: Land within the Low Density Residential (LDR) or

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Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
    i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
    ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.

c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be transferred to other lower density zones without separate City approval, in City's

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sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

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EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
    - East Regional Pond
    - North Regional Pond
    - County Road 25A Channel
    - Outfall Channel and Outfall Channel Outlet Structure
    - Farmers Central Drainage Channel
    - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for the entirety of the Pedestrian Overcrossing (both the east and west sides) The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible at the State Route 113/County Road 25A interchange (both the east and west sides). The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit

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EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the "**CIP**") and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the "CIP Modification Work") and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the "Master Planning and Design Work").

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the "Dedication Property") for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the "Dedicating Property Owner") shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the "Constructing Property Owner") determine that the Dedicating Property Owner's Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owenr to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for each component of public infrastructure as set forth in the Schedule of Costs contained in the CIP, as amended from time to time, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) at the time the Owner awards the construction contract for the applicable public improvement. Following completion of the applicable public improvements, the Owner shall provide to

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the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the valuations established at the time of contract award, or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer's estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Workmust be reviewed by the City and approved in writing prior to contract execution in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such

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costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a "Credit/Reimbursement Account" for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI") at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner's RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the "Administration Portion"). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner's Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be

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made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF~~,~~ (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be

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limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

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EXHIBIT K

WRTP PROJECT FEES

[To be inserted]

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EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, L.P., a California limited partnership ("**Assignor**"), and _____, L.P., a California limited partnership ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____ (the "**Development Agreement**"), as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

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EXHIBIT "A"

PROPERTY

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EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

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D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

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(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

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EXHIBIT "A"

ENTIRE PROPERTY

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EXHIBIT "B"

TRANSFERRED PROPERTY

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Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT
(Costalotta Partners, LLC—Woodland Research and Technology Park)

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

COSTALOTTA PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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DEVELOPMENT AGREEMENT NO. __

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and among the City of Woodland, a California municipal corporation (hereinafter "CITY"), and COSTALOTTA PARTNERS, LLC, a California limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the "Final EIR"), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the "Specific Plan"), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY's General Plan and the Specific Plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

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WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 "Capital Improvement Plan" or "CIP" means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) the Woodland Research and Technology Park Specific Plan, at it may be amended from time to time;

(b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;

(c) conditional use permits, design review approvals and plot plans;

(d) zoning;

(e) grading and building permits.

1.1.6 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 "Development Plan" means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit "C", which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

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1.1.9 "Effective Date" means the date that the ordinance approving this Agreement becomes effective.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

1.1.11 "General Plan" means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 "Improvements Outside Specific Plan Area" means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Maintenance CFD" shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16"Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 "Offsite Property" has the meaning set forth in Section 3.11 of this Agreement.

1.1.18 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

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1.1.19 "Project" means the development of the Property contemplated by the Specific Plan and the Development Plan as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.20 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.21 "Public Infrastructure Reimbursement Rules" means the "Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan," attached hereto as Exhibit "J" and incorporated herein by this reference.

1.1.22 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 "Specific Plan" means that certain specific plan adopted by the City Council by Ordinance No. ___, and entitled, "Woodland Research and Technology Park Specific Plan."

1.1.24 "Specific Plan Area" means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 "Subdivision Map Act" means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Development Plan.

Exhibit "D" — Infrastructure Phasing Rules.

Exhibit "E" — WRTP CIP Modification

Exhibit "F" — Master Planning and Design Obligations

Exhibit "G" — Public Dedications

Exhibit "H" — WRTP Affordable Housing Plan

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Exhibit "I" — Maintenance Services

Exhibit "J" — Public Infrastructure Reimbursement Rules

Exhibit "K" — WRTP Project Fees

Exhibit "L" — Form of Assignment and Assumption Agreement

Exhibit "M" — Form of Partial Assignment and Assumption Agreement

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the "Term." Any tentative map approved by CITY for the Property shall have a duration that is the greater of (i) eight (8) years plus up to four (4) additional years based on extensions for tentative subdivision maps granted pursuant to state law, during which period no application to extend the expiration date of any tentative map need be filed, and the Community Development Director is hereby authorized to grant two extensions of two years each at the Community Development Director's sole discretion, without further approval by the Planning Commission or City Council, or (ii) such time approved in accordance with the state law or Land Use Regulations.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and

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assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "K" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

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purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City's Municipal Code and applicable state law.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.

(e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party

shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

_____
_____
_____

with a copy to:

_____

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_____
_____

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to development the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the

Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date, which purport to limit the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones ("RDZ") that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ's.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) CITY has sole authority to reallocate units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide infrastructure improvements in accordance with certain Infrastructure Phasing Rules established by the City for the Specific Plan Area, as attached hereto as Exhibit "D" (the "Phasing Rules"), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City's obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of

building permits issued within the Specific Plan Area until certain public improvements are complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Conceptual Plan for HDR/CCO Properties. Prior to or concurrently with submission to CITY of OWNER's first application for a tentative subdivision map or other Subsequent Development Entitlement for the property bounded by Road B, County Road 25A, Road D and Road C following approval of this Agreement, OWNER shall submit to the City for approval, with a copy to Tammy Emery, Sole Trustee of the Spencer Revocable Living Trust Dated May 15, 1995 or the successor in interest to fee title to the property adjacent to the Property and owned by Tammy Emery at the time of recordation of this Agreement ("Spencer"), a conceptual plan to include a land use proposal for the portion of OWNER's Property and the Property owned by Spencer and designated as High Density Residential/Community Commercial Overlay ("HDR/CCO") in the Specific Plan, which conceptual plan shall include a description of the relationship between the two development types, including opportunities for shared access for the designated properties (from Roads B and/or C), circulation, and parking. Parking to serve the designated properties shall be located away from Road B, behind any buildings that front Road B. Such conceptual plan shall be subject to review and approval by the Community Development Director in consultation with CITY's traffic engineer to confirm consistency with the requirements with this Section, which approval shall not be unreasonably withheld. If the conceptual plan is submitted by Spencer and approved by the Community Development Director prior to submission of OWNER's first application for a tentative subdivision map or a referenced above, such approval shall satisfy OWNER's obligation under this Section.

3.7 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

(a) Alter the permitted uses of the Property as a whole; or,

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(b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,

(c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.8 Reservations of Authority.

3.8.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the costs of processing applications for Development Approvals or for monitoring compliance with any Development Approvals.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, as needed to fund development related infrastructure or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.8.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.8.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.8.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.8.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.9 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.10 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to

acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.10. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.10 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.10 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property, provided, however, that OWNER shall be required to comply with the provisions of this Section 3.10 in furtherance of the acquisition of Offsite Property, and CITY shall not be deemed to waive the requirements set forth herein. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.10.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.10.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property

needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.10 to acquire such property.

3.11 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

3.13 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.14 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing

General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.15 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit "K", WRTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees that are not listed in Exhibit "K" in conjunction with

the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and Technology Park Infrastructure Fee (the "RTIF") as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERs within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the "RTIF Report"), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, "WRTP CIP Modification", attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent

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to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located outside of the Specific Plan Area including but not limited to the Spring Lake Specific Plan Area and the land referred to as SP 1-B in the City's General Plan, located west of State Route 113 and anticipate for future annexation for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that (1) the total unit yield for Residential Development Zone ("RDZ") 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY's deferred impact fee policy for non-residential development, if applicable. At CITY's discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER's Infrastructure Phasing Plan and the

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applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer's estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI"). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit "F" ("**Master Planning and Design Obligations**"), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit "E" (**CIP Modification Work**"). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit "G" ("**Public Dedications**"), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER's Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit "G" but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER

acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of $9,279 per single family unit or $6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Dedication of School Site. OWNER shall reserve up to twelve (12) acres of the Property (with the exact amount determined at the discretion of WJUSD) for purchase by Woodland Joint Unified School District ("WJUSD") for the development of a school campus (the "School Site"). Unless otherwise agreed to in a School Site Purchase and Sale Option Agreement between OWNER and WJUSD, the School Site shall be made available to WJUSD for purchase until issuance of the 350th residential building permit in the Specific Plan Area or at such time as the school fees paid by OWNER and other property owners in the Specific Plan Area are sufficient to cover the land purchase costs for the School Site, whichever occurs sooner. The parties expect that WJUSD will prioritize use of school fees collected from development in the Specific Plan Area toward purchase of the School Site, should WJUSD determine that the School Site is needed. No later than 60 days after the execution of this Agreement, OWNER shall enter into good faith negotiations with WJUSD on a School Site Purchase and Sale Option Agreement As part of the School Site Purchase and Sale Option Agreement, if WJUSD and OWNER agree that a supplemental fee shall be paid by OWNER towards construction of facilities that provide capacity for students generated by the Specific Plan, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of a WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Option Agreement. In the event WJUSD does not proceed with construction of an elementary school at the School Site, or other project(s) specified in the School Site Purchase and Sale Option Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City.

4.9 Dedication of Land for Business Incubator Property. Within the first 500,000 square feet of non-residential construction, OWNER shall set aside land sufficient for the construction of no less than 30,000 square feet of research and technology space dedicated to the support of new technology-based companies, such as start-up/business incubator space or academic-industry collaboration space. CITY and OWNER shall work together to determine an appropriate operator for such space, and upon such determination, the research and technology land shall be dedicated to such operator at no cost.

4.10 Right to Continue Use of Agricultural Well. CITY and OWNER understand and acknowledge that there exists within the Specific Plan Area agricultural wells that provide irrigation for certain other property that remains in agricultural use. The Parties agree that OWNER may operate any such agricultural wells owned by OWNER to serve agricultural uses on OWNER's property or other property, provided that such use must be in compliance with all applicable federal, state and local laws, including but not limited to the Yolo Subbasin Groundwater Sustainability Plan adopted by the Yolo Subbasin Groundwater Agency, and any regulations or directives promulgated thereunder. OWNER shall be solely responsible to retain any and all property interests necessary for continuing operation of any such agricultural well, and for ensuring compliance with all applicable laws and regulations, as well as the Groundwater Sustainability Plan.

4.11 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium

Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit "C", as a "build to rent single family development". For purposes of this Agreement, a "build to rent single family development" is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

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CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of Community Facilities District No. _____, Sports Park ("**Sports Park CFD**") which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the "**Maintenance CFD**"), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit "I", attached hereto and incorporated herein by this reference ("**Maintenance Services**").

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor's parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

(a) Recommendation of the Community Development Director;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

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6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, during the period under review, the review for that period shall be concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record

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notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and

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employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit

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granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.5 Reservation of Rights. With respect to Sections 8.2, 8.3 and 8.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to

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negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY , the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations,

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understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including but not limited to the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

10.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods,

earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to

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evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development Plan to support successful development of all land uses in the Specific Plan Area. They City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Costalotta Partners, LLC—Woodland Research and Technology Park)

"**OWNER**"

COSTALOTTA PARTNERS LLC,
a California limited liability company

By: _____
Name:
Its: _____
Date: _____

"**CITY**"

CITY OF WOODLAND,
a California municipal corporation

By:_____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

_____
City Attorney

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted]

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EXHIBIT B

MAP OF PROPERTY

[To be inserted]

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EXHIBIT C

DEVELOPMENT PLAN

[To be inserted]

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EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan ("Phasing Plan") for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the "Rules"). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer's Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

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the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall comply with the following requirements:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g.,, traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units[1] to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
  Per unit contribution = project cost * 1.2 * 0.53/500 units
  The project cost is the amount listed in the CIP with an annual adjustment by CCI
  The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
  0.53 is the cost share for the WRTP as reflected in the CIP
  The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
  The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

[1] All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

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- The Parkland Ave Overcrossing abutment fill slope must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

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EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area.

-The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

-Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

-The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

-The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

-Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

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-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, a 6' black chain link fence with 1" spacing shall be placed at the right of way line between Caltrans and the WRTP non-residential land. The City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the WRTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

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EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .

- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

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- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program ("TDM/VMT Program") that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER's first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
  -sound wall layout
  -signal interconnect exhibit
  -right of way dedication exhibit
  -greenway dedication exhibit
  -the yard exhibit and cost estimate
  -mobility hub exhibit and cost estimate
  -CFD map showing what will be maintained
  -Map and description for wells and pipes
  -Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

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EXHIBIT G

PUBLIC DEDICATIONS

[To be inserted]

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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".

2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.

3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
    a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
    b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
    c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
    d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
    e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
    f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

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4. In-Lieu Fees – Consistent with the requirements of the City of Woodland's Affordable Housing Ordinance:
    a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner's affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner's satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
    b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
        i. $3.00/sf on all market rate Low Density Residential units
        ii. $2.50/sf on all market rate Medium Density Residential units
        iii. $2.00/sf on all market rate High Density Residential units
    c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City's housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.

5. Land Dedication - In accordance with the City of Woodland's Affordable Housing Ordinance:
    a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP**: Land within the Low Density Residential (LDR) or

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Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
    i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
    ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.

c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be transferred to other lower density zones without separate City approval, in City's

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sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

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EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
    - East Regional Pond
    - North Regional Pond
    - County Road 25A Channel
    - Outfall Channel and Outfall Channel Outlet Structure
    - Farmers Central Drainage Channel
    - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for the entirety of the Pedestrian Overcrossing (both the east and west sides) The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible at the State Route 113/County Road 25A interchange (both the east and west sides). The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit

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EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the "**CIP**") and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the "CIP Modification Work") and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the "Master Planning and Design Work").

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the "Dedication Property") for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the "Dedicating Property Owner") shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the "Constructing Property Owner") determine that the Dedicating Property Owner's Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owenr to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for each component of public infrastructure as set forth in the Schedule of Costs contained in the CIP, as amended from time to time, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) at the time the Owner awards the construction contract for the applicable public improvement. Following completion of the applicable public improvements, the Owner shall provide to

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the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the valuations established at the time of contract award, or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer's estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Workmust be reviewed by the City and approved in writing prior to contract execution in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such

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costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a "Credit/Reimbursement Account" for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI") at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner's RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the "Administration Portion"). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner's Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be

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made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF~~,~~ (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be

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limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

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EXHIBIT K

WRTP PROJECT FEES

[To be inserted]

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EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, L.P., a California limited partnership ("**Assignor**"), and _____, L.P., a California limited partnership ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____ (the "**Development Agreement**"), as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

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EXHIBIT "A"

PROPERTY

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EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

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D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

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(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

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EXHIBIT "A"

ENTIRE PROPERTY

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EXHIBIT "B"

TRANSFERRED PROPERTY

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Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT
(Sewmawpaw Woodland, LLC—Woodland Research and Technology Park)

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

SEWMAWPAW WOODLAND, LLC, a CALIFORNIA LIMITED LIABILITY COMPANY

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DEVELOPMENT AGREEMENT NO. __

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and among the City of Woodland, a California municipal corporation (hereinafter "CITY"), and SEWMAWPAW WOODLAND, LLC a California limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the "Final EIR"), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the "Specific Plan"), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY's General Plan and the Specific Plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

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WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 "Capital Improvement Plan" or "CIP" means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) the Woodland Research and Technology Park Specific Plan, at it may be amended from time to time;

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(b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;

(c) conditional use permits, design review approvals and plot plans;

(d) zoning;

(e) grading and building permits.

1.1.6 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 "Development Plan" means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit "C", which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

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1.1.9 "Effective Date" means the date that the ordinance approving this Agreement becomes effective.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

1.1.11 "General Plan" means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 "Improvements Outside Specific Plan Area" means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Maintenance CFD" shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16"Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 "Offsite Property" has the meaning set forth in Section 3.11 of this Agreement.

1.1.18 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

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1.1.19 "Project" means the development of the Property contemplated by the Specific Plan and the Development Plan as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.20 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.21 "Public Infrastructure Reimbursement Rules" means the "Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan," attached hereto as Exhibit "J" and incorporated herein by this reference.

1.1.22 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 "Specific Plan" means that certain specific plan adopted by the City Council by Ordinance No. ___, and entitled, "Woodland Research and Technology Park Specific Plan."

1.1.24 "Specific Plan Area" means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 "Subdivision Map Act" means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Development Plan.

Exhibit "D" — Infrastructure Phasing Rules.

Exhibit "E" — WRTP CIP Modification

Exhibit "F" — Master Planning and Design Obligations

Exhibit "G" — Public Dedications

Exhibit "H" — WRTP Affordable Housing Plan

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Exhibit "I" — Maintenance Services

Exhibit "J" — Public Infrastructure Reimbursement Rules

Exhibit "K" — WRTP Project Fees

Exhibit "L" — Form of Assignment and Assumption Agreement

Exhibit "M" — Form of Partial Assignment and Assumption Agreement

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the "Term." Any tentative map approved by CITY for the Property shall have a duration that is the greater of (i) eight (8) years plus up to four (4) additional years based on extensions for tentative subdivision maps granted pursuant to state law, during which period no application to extend the expiration date of any tentative map need be filed, and the Community Development Director is hereby authorized to grant two extensions of two years each at the Community Development Director's sole discretion, without further approval by the Planning Commission or City Council, or (ii) such time approved in accordance with the state law or Land Use Regulations.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and

assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "K" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

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purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City's Municipal Code and applicable state law.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.

(e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party

shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

_____
_____
_____

with a copy to:

_____

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_____
_____

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to development the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the

Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date, which purport to limit the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones ("RDZ") that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ's.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) CITY has sole authority to reallocate units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide infrastructure improvements in accordance with certain Infrastructure Phasing Rules established by the City for the Specific Plan Area, as attached hereto as Exhibit "D" (the "Phasing Rules"), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City's obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of

building permits issued within the Specific Plan Area until certain public improvements are complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Alignment of Parcels. Prior to or concurrently with the submission of an application for a tentative subdivision map for any portion of the Property, OWNER shall, in conjunction with Tammy Emery, Sole Trustee of the Spencer Revocable Living Trust Dated May 15, 1995 ("Spencer"), or the successor in interest to fee title to the property adjacent to the Property and owned by Spencer at the time of recordation of this Agreement, apply for a lot line adjustment to ensure that the portion of both OWNER's property and Spencer's property that is designated as Village Center Low Density Residential ("VCLDR") in the Specific Plan has frontage access onto Road D. The lot line adjustment shall be located such that the parcels designated as VCLDR and Village Center Medium Density Residential ("VCMDR") on both OWNER's Property and the property owned by Spencer can be developed in an efficient manner without awkward land parcels as determined by CITY in its reasonable discretion.

3.7 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,

(c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

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(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.8 Reservations of Authority.

3.8.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the costs of processing applications for Development Approvals or for monitoring compliance with any Development Approvals.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, as needed to fund development related infrastructure or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

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3.8.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.8.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.8.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.8.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.9 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.10 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area , OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption

of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.10. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.10 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.10 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property, provided, however, that OWNER shall be required to comply with the provisions of this Section 3.10 in furtherance of the acquisition of Offsite Property, and CITY shall not be deemed to waive the requirements set forth herein. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.10.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.10.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.10 to acquire such property.

3.11 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the

development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

3.13 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.14 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or

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delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.15 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit "K", WRTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees that are not listed in Exhibit "K" in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and

Technology Park Infrastructure Fee (the "RTIF") as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERs within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the "RTIF Report"), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, "WRTP CIP Modification", attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located outside of the Specific Plan Area including but not limited to the Spring Lake Specific Plan Area and the land referred to as

SP 1-B in the City's General Plan, located west of State Route 113 and anticipate for future annexation for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that (1) the total unit yield for Residential Development Zone ("RDZ") 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY's deferred impact fee policy for non-residential development, if applicable. At CITY's discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER's Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer's estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI"). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of land and construction of Improvements in

conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit "F" ("**Master Planning and Design Obligations**"), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit "E" (**CIP Modification Work**"). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit "G" ("**Public Dedications**"), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER's Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit "G" but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

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4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of $9,279 per single family unit or $6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Supplemental School Fee. OWNER acknowledges that Costalotta Partners, LLC, the owners of the "Beeman North" property, will be entering into good faith negotiations with Woodland Joint Unified School District ("WJUSD") for the potential purchase of property to be used as an elementary school campus. OWNER will participate in good faith negotiations involving the payment of a supplemental school fee towards the construction of facilities that provide capacity for students generated by the Specific Plan. OWNER agrees that if a supplemental fee shall be paid by OWNER, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and

held by City for future payment to WJUSD for the construction of a WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Agreement. In the event WJUSD does not proceed with construction of an elementary school at the School Site, or other project(s) specified in the School Site Purchase and Sale Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City.

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4.9 Right to Continue Use of Agricultural Well. CITY and OWNER understand and acknowledge that there exists within the Specific Plan Area agricultural wells that provide irrigation for certain other property that remains in agricultural use. The Parties agree that OWNER may operate any such agricultural wells owned by OWNER to serve agricultural uses on OWNER's property or other property, provided that such use must be in compliance with all applicable federal, state and local laws, including but not limited to the Yolo Subbasin Groundwater Sustainability Plan adopted by the Yolo Subbasin Groundwater Agency, and any regulations or directives promulgated thereunder. OWNER shall be solely responsible to retain any and all property interests necessary for continuing operation of any such agricultural well, and for ensuring compliance with all applicable laws and regulations, as well as the Groundwater Sustainability Plan.

4.11 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit "C", as a "build to rent single family development". For purposes of this Agreement, a "build to rent single family development" is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are

included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of Community Facilities District No. _____, Sports Park ("**Sports Park CFD**") which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

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5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the "**Maintenance CFD**"), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit "I", attached hereto and incorporated herein by this reference ("**Maintenance Services**").

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor's parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance

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and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

(a) Recommendation of the Community Development Director;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, during the period under review, the review for that period shall be concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

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(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the

effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and

OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.5 Reservation of Rights. With respect to Sections 8.2, 8.3 and 8.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that

any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY , the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including but not limited to the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all

obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

10.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining

the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development Plan to support successful development of all land uses in the Specific Plan Area. They City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

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10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Sewmawpaw Woodland, LLC—Woodland Research and Technology Park)

"**OWNER**"

SEWMAWPAW WOODLAND, LLC,
a California limited liability company

By: _____
Name:
Its: _____
Date: _____

"**CITY**"

CITY OF WOODLAND,
a California municipal corporation

By:_____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

_____
City Attorney

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted]

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EXHIBIT B

MAP OF PROPERTY

[To be inserted]

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EXHIBIT C

DEVELOPMENT PLAN

[To be inserted]

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EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan ("Phasing Plan") for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the "Rules"). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer's Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

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the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall comply with the following requirements:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g.,, traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units[1] to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
  Per unit contribution = project cost * 1.2 * 0.53/500 units
  The project cost is the amount listed in the CIP with an annual adjustment by CCI
  The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
  0.53 is the cost share for the WRTP as reflected in the CIP
  The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
  The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

[1] All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

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- The Parkland Ave Overcrossing abutment fill slope must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

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EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area.

-The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

-Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

-The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

-The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

-Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

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-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, a 6' black chain link fence with 1" spacing shall be placed at the right of way line between Caltrans and the WRTP non-residential land. The City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the WRTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

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EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .

- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

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- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program ("TDM/VMT Program") that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER's first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
  -sound wall layout
  -signal interconnect exhibit
  -right of way dedication exhibit
  -greenway dedication exhibit
  -the yard exhibit and cost estimate
  -mobility hub exhibit and cost estimate
  -CFD map showing what will be maintained
  -Map and description for wells and pipes
  -Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

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EXHIBIT G

PUBLIC DEDICATIONS

[To be inserted]

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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".

2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.

3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
    a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
    b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
    c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
    d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
    e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
    f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

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4. In-Lieu Fees – Consistent with the requirements of the City of Woodland's Affordable Housing Ordinance:
    a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner's affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner's satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
    b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
        i. $3.00/sf on all market rate Low Density Residential units
        ii. $2.50/sf on all market rate Medium Density Residential units
        iii. $2.00/sf on all market rate High Density Residential units
    c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF credits would be deposited into the City's housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.

5. Land Dedication - In accordance with the City of Woodland's Affordable Housing Ordinance:
    a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP**: Land within the Low Density Residential (LDR) or

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Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North and South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
    i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
    ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.

c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be transferred to other lower density zones without separate City approval, in City's

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sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

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EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
    - East Regional Pond
    - North Regional Pond
    - County Road 25A Channel
    - Outfall Channel and Outfall Channel Outlet Structure
    - Farmers Central Drainage Channel
    - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for the entirety of the Pedestrian Overcrossing (both the east and west sides) The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible at the State Route 113/County Road 25A interchange (both the east and west sides). The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit

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EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the "**CIP**") and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the "CIP Modification Work") and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the "Master Planning and Design Work").

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the "Dedication Property") for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the "Dedicating Property Owner") shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the "Constructing Property Owner") determine that the Dedicating Property Owner's Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owenr to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for each component of public infrastructure as set forth in the Schedule of Costs contained in the CIP, as amended from time to time, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) at the time the Owner awards the construction contract for the applicable public improvement. Following completion of the applicable public improvements, the Owner shall provide to

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the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the valuations established at the time of contract award, or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer's estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Workmust be reviewed by the City and approved in writing prior to contract execution in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such

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costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a "Credit/Reimbursement Account" for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI") at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner's RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the "Administration Portion"). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner's Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be

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made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF~~,~~ (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be

limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

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EXHIBIT K

WRTP PROJECT FEES

[To be inserted]

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EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

_____
Space Above this Line Reserved for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, L.P., a California limited partnership ("**Assignor**"), and _____, L.P., a California limited partnership ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____ (the "**Development Agreement**"), as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

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EXHIBIT "A"

PROPERTY

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EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

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D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

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(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

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EXHIBIT "A"

ENTIRE PROPERTY

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EXHIBIT "B"

TRANSFERRED PROPERTY

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Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT
(Spencer Development—Woodland Research and Technology Park)

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

TAMMY EMERY, SOLE TRUSTEE OF THE SPENCER REVOCABLE LIVING TRUST DATED MAY 15, 1995

DEVELOPMENT AGREEMENT NO. __

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and among the City of Woodland, a California municipal corporation (hereinafter "CITY"), and Tammy Emery, Sole Trustee of the Spencer Revocable Living Trust Dated May 15, 1995 (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the "Final EIR"), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the "Specific Plan"), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY's General Plan and the Specific Plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 "Capital Improvement Plan" or "CIP" means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) the Woodland Research and Technology Park Specific Plan, at it may be amended from time to time;

(b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;

(c) conditional use permits, design review approvals and plot plans;

(d) zoning;

(e) grading and building permits.

1.1.6 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 "Development Plan" means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit "C", which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

1.1.9 "Effective Date" means the date that the ordinance approving this Agreement becomes effective.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

1.1.11 "General Plan" means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 "Improvements Outside Specific Plan Area" means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Maintenance CFD" shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16"Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 "Offsite Property" has the meaning set forth in Section 3.11 of this Agreement.

1.1.18 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

1.1.19 "Project" means the development of the Property contemplated by the Specific Plan and the Development Plan as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.20 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.21 "Public Infrastructure Reimbursement Rules" means the "Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan," attached hereto as Exhibit "J" and incorporated herein by this reference.

1.1.22 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 "Specific Plan" means that certain specific plan adopted by the City Council by Ordinance No. ___, and entitled, "Woodland Research and Technology Park Specific Plan."

1.1.24 "Specific Plan Area" means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 "Subdivision Map Act" means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Development Plan.

Exhibit "D" — Infrastructure Phasing Rules.

Exhibit "E" — WRTP CIP Modification

Exhibit "F" — Master Planning and Design Obligations

Exhibit "G" — Public Dedications

Exhibit "H" — WRTP Affordable Housing Plan

Exhibit "I" — Maintenance Services

Exhibit "J" — Public Infrastructure Reimbursement Rules

Exhibit "K" — WRTP Project Fees

Exhibit "L" — Form of Assignment and Assumption Agreement

Exhibit "M" — Form of Partial Assignment and Assumption Agreement

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the "Term." Any tentative map approved by CITY for the Property shall have a duration that is the greater of (i) eight (8) years plus up to four (4) additional years based on extensions for tentative subdivision maps granted pursuant to state law, during which period no application to extend the expiration date of any tentative map need be filed, and the Community Development Director is hereby authorized to grant two extensions of two years each at the Community Development Director's sole discretion, without further approval by the Planning Commission or City Council, or (ii) such time approved in accordance with the state law or Land Use Regulations.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and

assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "K" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City's Municipal Code and applicable state law.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.

(e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party

shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

_____
_____
_____

with a copy to:

_____

_____
_____

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to development the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the

Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date, which purport to limit the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones ("RDZ") that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ's.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) CITY has sole authority to reallocate units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide infrastructure improvements in accordance with certain Infrastructure Phasing Rules established by the City for the Specific Plan Area, as attached hereto as Exhibit "D" (the "Phasing Rules"), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City's obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of

building permits issued within the Specific Plan Area until certain public improvements are complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Alignment of Parcels. Prior to or concurrently with the submission of an application for a tentative subdivision map for any portion of the Property, OWNER shall, in conjunction with Sewmawpaw Woodland, LLC, or the successor in interest to fee title to the property adjacent to the Property and owned by Sewmawpaw Woodland, LLC at the time of recordation of this Agreement ("Wass"), apply for a lot line adjustment to ensure that the portion of both OWNER's property and Wass's property that is designated as Village Center Low Density Residential ("VCLDR") in the Specific Plan has frontage access onto Road D. The lot line adjustment shall be located such that the parcels designated as VCLDR and Village Center Medium Density Residential ("VCMDR") on both OWNER's Property and the property owned by Wass can be developed in an efficient manner without awkward land parcels as determined by CITY in its reasonable discretion.

3.7 Conceptual Plan for HDR/CCO Properties. Prior to or concurrently with submission to CITY of OWNER's first application for a tentative subdivision map or other Subsequent Development Entitlement for the property bounded by Road B, County Road 25A, Road D and Road C following approval of this Agreement, OWNER shall submit to the City for approval, with a copy to Costalotta Partners, LLC ("Costalotta"), a conceptual plan to include a land use proposal for the portion of OWNER's Property and the Property owned by Costalotta and designated as High Density Residential/Community Commercial Overlay ("HDR/CCO") in the Specific Plan, which conceptual plan shall include a description of the relationship between the two development types, including opportunities for shared access for the designated properties (from Roads B and/or C), circulation, and parking. Parking to serve the designated properties shall be located away from Road B, behind any buildings that front Road B. Such conceptual plan shall be subject to review and approval by the Community Development Director in consultation with CITY's traffic engineer to confirm consistency with the requirements with this Section, which approval shall not be unreasonably withheld. If the conceptual plan is submitted by Costalotta and approved by the Community Development Director prior to submission of OWNER's first application for a tentative subdivision map or a referenced above, such approval shall satisfy OWNER's obligation under this Section.

3.8 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in

accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,

(c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.9 Reservations of Authority.

3.9.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the costs of processing applications for Development Approvals or for monitoring compliance with any Development Approvals.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees

set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, as needed to fund development related infrastructure or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.9.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.9.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.9.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.9.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.10 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same

manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.11 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area , OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.11. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.11 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.11 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property, provided, however, that OWNER shall be required to comply with the provisions of this Section 3.11 in furtherance of the acquisition of Offsite Property, and CITY shall not be deemed to waive the requirements set forth herein. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.11.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not

notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.11.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.11 to acquire such property.

3.12 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.13 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

3.14 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit

issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.15 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.16 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of

the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit "K", WRTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees that are not listed in Exhibit "K" in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and Technology Park Infrastructure Fee (the "RTIF") as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERs within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the "RTIF Report"), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit

E, "WRTP CIP Modification", attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located outside of the Specific Plan Area including but not limited to the Spring Lake Specific Plan Area and the land referred to as SP 1-B in the City's General Plan, located west of State Route 113 and anticipate for future annexation for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that (1) the total unit yield for Residential Development Zone ("RDZ") 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY's deferred impact fee policy for non-residential development, if applicable. At CITY's discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF

fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER's Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer's estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI"). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit "F" ("**Master Planning and Design Obligations**"), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit "E" (**CIP Modification Work**"). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit "G" ("**Public Dedications**"), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER's Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be

dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit "G" but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of $9,279 per single family unit or $6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Supplemental School Fee. OWNER acknowledges that Costalotta Partners, LLC, the owners of the "Beeman North" property will be entering into good faith negotiations with Woodland Joint Unified School District ("WJUSD") for the potential purchase of property to be used as a school campus. OWNER will participate in good faith negotiations involving the payment of a supplemental school fee towards the construction of facilities that provide capacity for students generated by the Specific Plan. OWNER agrees that if a supplemental fee shall be paid by OWNER, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of the WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Agreement. In the event WJUSD does not proceed with construction of a school at the School Site, or other project(s) specified in the School Site Purchase and Sale Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City

.

4.9 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit "C", as a "build to rent single family development". For purposes of this Agreement, a "build to rent single family development" is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this

Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of Community Facilities District No. _____, Sports Park ("**Sports Park CFD**") which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High

Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the "**Maintenance CFD**"), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit "I", attached hereto and incorporated herein by this reference ("**Maintenance Services**").

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor's parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an

Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

(a) Recommendation of the Community Development Director;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, during the period under review, the review for that period shall be concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this

Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest,

successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.5 Reservation of Rights. With respect to Sections 8.2, 8.3 and 8.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any

other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY , the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including but not limited to the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

10.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development Plan to support successful development of all land uses in the Specific Plan Area. They City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a

copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Spencer Development—Woodland Research and Technology Park)

"**OWNER**"

TAMMY EMERY, SOLE TRUSTEE OF THE
SPENCER REVOCABLE LIVING TRUST
DATED MAY 15, 1995

By: _____
Name:
Its: _____
Date: _____

"CITY"

CITY OF WOODLAND,
a California municipal corporation

By:_____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted]

EXHIBIT B

MAP OF PROPERTY

[To be inserted]

EXHIBIT C

DEVELOPMENT PLAN

[To be inserted]

EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan ("Phasing Plan") for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the "Rules"). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer's Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall comply with the following requirements:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g.,, traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units[1] to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
  Per unit contribution = project cost * 1.2 * 0.53/500 units
  The project cost is the amount listed in the CIP with an annual adjustment by CCI
  The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
  0.53 is the cost share for the WRTP as reflected in the CIP
  The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
  The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

[1] All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

- The Parkland Ave Overcrossing abutment fill slope must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area.

-The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

-Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

-The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

-The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

-Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, a 6' black chain link fence with 1" spacing shall be placed at the right of way line between Caltrans and the WRTP non-residential land. The City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the WRTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .

- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program ("TDM/VMT Program") that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER's first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
  -sound wall layout
  -signal interconnect exhibit
  -right of way dedication exhibit
  -greenway dedication exhibit
  -the yard exhibit and cost estimate
  -mobility hub exhibit and cost estimate
  -CFD map showing what will be maintained
  -Map and description for wells and pipes
  -Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

EXHIBIT G

PUBLIC DEDICATIONS

[To be inserted]

EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".

2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.

3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
    a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
    b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
    c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
    d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
    e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
    f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

4. In-Lieu Fees – Consistent with the requirements of the City of Woodland's Affordable Housing Ordinance:
    a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner's affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner's satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
    b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
        i. $3.00/sf on all market rate Low Density Residential units
        ii. $2.50/sf on all market rate Medium Density Residential units
        iii. $2.00/sf on all market rate High Density Residential units
    c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City's housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.

5. Land Dedication - In accordance with the City of Woodland's Affordable Housing Ordinance:
    a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP**: Land within the Low Density Residential (LDR) or

Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:
    i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.
    ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.

c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be transferred to other lower density zones without separate City approval, in City's

sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
    - East Regional Pond
    - North Regional Pond
    - County Road 25A Channel
    - Outfall Channel and Outfall Channel Outlet Structure
    - Farmers Central Drainage Channel
    - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for the entirety of the Pedestrian Overcrossing (both the east and west sides) The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible at the State Route 113/County Road 25A interchange (both the east and west sides). The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit

EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the "**CIP**") and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the "CIP Modification Work") and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the "Master Planning and Design Work").

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the "Dedication Property") for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the "Dedicating Property Owner") shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the "Constructing Property Owner") determine that the Dedicating Property Owner's Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owenr to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for each component of public infrastructure as set forth in the Schedule of Costs contained in the CIP, as amended from time to time, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) at the time the Owner awards the construction contract for the applicable public improvement. Following completion of the applicable public improvements, the Owner shall provide to

the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the valuations established at the time of contract award, or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer's estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Workmust be reviewed by the City and approved in writing prior to contract execution in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such

costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a "Credit/Reimbursement Account" for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI") at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner's RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the "Administration Portion"). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner's Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be

made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF~~,~~ (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be

limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

EXHIBIT K

WRTP PROJECT FEES

[To be inserted]

EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, L.P., a California limited partnership ("**Assignor**"), and _____, L.P., a California limited partnership ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____ (the "**Development Agreement**"), as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT "A"

PROPERTY

EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

EXHIBIT "A"

ENTIRE PROPERTY

EXHIBIT "B"

TRANSFERRED PROPERTY

Recorded at request of:)
Clerk, City Council)
City of Woodland)
)
When recorded return to:)
City of Woodland)
301 First Street)
Woodland, CA 95695)
Attention: City Clerk)
)

Exempt from Filing Fees, Government Code Section 6103

DEVELOPMENT AGREEMENT
(Heaton Development—Woodland Research and Technology Park)

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

THOMAS HEATON AND OLGA CHENGAEVA, TRUSTEES OF THE THOMAS HEATON AND OLGA CHENGAEVA TRUST

DRAFT

DEVELOPMENT AGREEMENT NO. __

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and among the City of Woodland, a California municipal corporation (hereinafter "CITY"), and Thomas Heaton and Olga Chengaeva, Trustees of the Thomas Heaton and Olga Chengaeva Trust (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code; and

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, the best interests of the citizens of the CITY and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement in that the City certified a Final Environmental Impact Report for the Woodland Research and Technology Park Specific Plan (the "Final EIR"), which Specific Plan Area includes the Project, and which was fully analyzed as part of the Final EIR; and

WHEREAS, OWNER has jointly filed an application with other adjacent property owners for, and the City Council has approved, the Woodland Research and Technology Park Specific Plan (the "Specific Plan"), governing the development of the Property; and

WHEREAS, this Agreement and the Project are consistent with the CITY's General Plan and the Specific Plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

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WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.3 "Capital Improvement Plan" or "CIP" means the Capital Improvement Plan adopted by the City Council for the Specific Plan by Resolution No. _____, as it may be amended from time to time by the CITY.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

(a) the Woodland Research and Technology Park Specific Plan, at it may be amended from time to time;

(b) tentative and final subdivision maps, including large and small lot mapping, and parcel maps;

(c) conditional use permits, design review approvals and plot plans;

(d) zoning;

(e) grading and building permits.

1.1.6 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement. OWNER understands and agrees that the RTIF as defined herein is not a Development Impact Fee but is instead a fee that is charged pursuant to and in accordance with the terms of this Agreement.

1.1.8 "Development Plan" means the development of the Property consistent with the Land Use Zoning Exhibit for the Woodland Research and Technology Park attached hereto and incorporated as Exhibit "C", which development shall be consistent with the Subsequent Development Approvals and the Existing Land Use Regulations.

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1.1.9 "Effective Date" means the date that the ordinance approving this Agreement becomes effective.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.

1.1.11 "General Plan" means the General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.12 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Capital Improvement Plan for the Specific Plan.

1.1.13 "Improvements Outside Specific Plan Area" means any Improvement that OWNER is required to construct pursuant to the CIP and its Infrastructure Phasing Plan that is located on land outside of the Specific Plan Area.

1.1.14 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of similar rights and interests which provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.15 "Maintenance CFD" shall have the meaning as set forth in Section 5.3.1 of this Agreement.

1.1.16"Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 "Offsite Property" has the meaning set forth in Section 3.11 of this Agreement.

1.1.18 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their permitted successors in interest to all or any part of the Property.

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1.1.19 "Project" means the development of the Property contemplated by the Specific Plan and the Development Plan as such Development Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.20 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.21 "Public Infrastructure Reimbursement Rules" means the "Public Infrastructure Reimbursement Rules for the Woodland Research and Technology Park Specific Plan," attached hereto as Exhibit "J" and incorporated herein by this reference.

1.1.22 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.9 of this Agreement.

1.1.23 "Specific Plan" means that certain specific plan adopted by the City Council by Ordinance No. ___, and entitled, "Woodland Research and Technology Park Specific Plan."

1.1.24 "Specific Plan Area" means those properties that are located within the geographic boundaries of the Specific Plan.

1.1.25 "Subdivision Map Act" means Government Code Section 66410 et seq., as it may be amended from time to time.

1.1.26 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" — Legal Description of the Property.

Exhibit "B" — Map showing Property and its location.

Exhibit "C" — Development Plan.

Exhibit "D" — Infrastructure Phasing Rules.

Exhibit "E" — WRTP CIP Modification

Exhibit "F" — Master Planning and Design Obligations

Exhibit "G" — Public Dedications

Exhibit "H" — WRTP Affordable Housing Plan

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Exhibit "I" — Maintenance Services

Exhibit "J" — Public Infrastructure Reimbursement Rules

Exhibit "K" — WRTP Project Fees

Exhibit "L" — Form of Assignment and Assumption Agreement

Exhibit "M" — Form of Partial Assignment and Assumption Agreement

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property or a portion thereof, or has the right to acquire fee simple title to the Property or a portion thereof from the current owner(s) thereof. To the extent OWNER does not own fee simple title to the Property, OWNER shall obtain written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial period of twenty-five (25) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER may elect to extend the Term by up to two successive five (5) year terms (for a total maximum Term of thirty-five (35) years) by providing CITY written notice no later than thirty (30) days prior to the date the Term would otherwise expire. The initial term and, if applicable any extension, shall be referred to herein as the "Term." Any tentative map approved by CITY for the Property shall have a duration that is the greater of (i) eight (8) years plus up to four (4) additional years based on extensions for tentative subdivision maps granted pursuant to state law, during which period no application to extend the expiration date of any tentative map need be filed, and the Community Development Director is hereby authorized to grant two extensions of two years each at the Community Development Director's sole discretion, without further approval by the Planning Commission or City Council, or (ii) such time approved in accordance with the state law or Land Use Regulations.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410 et seq.), to any person, partnership, limited liability company, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and

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assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY's City Manager, in writing, of such sale, transfer or assignment and shall provide CITY with (1) an executed agreement, in the form attached hereto as Exhibit "L" or in an alternative form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement with respect to the portion of the Property so sold, transferred or assigned; and (2) the payment of the applicable processing charge to cover the CITY's review and consideration of such sale, transfer or assignment.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any proposed sale, transfer or assignment that is not made in compliance with this section 2.4.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.2 above:

(a) The assignee shall be liable for the performance of all obligations of OWNER with respect to transferred property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

(b) The owner of the Retained Property shall be liable for the performance of all obligations of OWNER with respect to Retained Property, but shall have no further obligations with respect to the transferred property.

(c) The assignee's exercise, use and enjoyment of the Property or portion thereof shall be subject to the terms of this Agreement to the same extent as if the assignee were the OWNER.

2.4.4 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

2.4.5 Termination of Agreement with Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and,

(b) A certificate of occupancy has been issued for a building on the lot, and the fees set forth under Section 4 of this Agreement have been paid.

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in the form attached hereto as Exhibit "K" or in an alternative form as reasonably approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within fifteen (15) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part by either party or successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868 or as set forth in this Agreement. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. For

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purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement as applied to the portion of the Property owned by that successor in interest. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation. CITY and OWNER acknowledge and agree that this Agreement can only be amended or cancelled by mutual agreement of the CITY and OWNER or relevant successor in interest.

2.6 Minor Modification. Upon the written application of OWNER, minor modifications and changes to the Development Plan may be approved by the City Manager without the need to amend this Development Agreement. A minor/administrative modification to the Specific Plan as described in Section 7.4.1 of the Specific Plan shall not require an amendment to this Development Agreement. It is also contemplated by CITY and OWNER that OWNER may, from time to time, seek Additional Development Approvals. Any such Development Approvals are contemplated by CITY and OWNER as being within the scope of this Agreement as long as they are consistent with the Land Use Regulations and shall, upon approval by CITY, constitute Development Approvals as referenced herein. The parties agree that any such modifications or additional Development Approvals shall not constitute an amendment to this Agreement nor require an amendment to this Agreement. Other changes to the Development Agreement shall be processed in accordance with the City's Municipal Code and applicable state law.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits, completion of all required Improvements as required herein and acceptance by CITY or applicable public agency of all required dedications.

(e) Termination of this Agreement based on any default of OWNER and following the termination proceedings required as set forth in this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party

shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees or RTIF paid pursuant to Section 4.2 of this Agreement by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person, including, without limitation, by courier, to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 325-4000
Email: ethan.walsh@bbklaw.com

If to OWNER:

_____
_____
_____

with a copy to:

_____

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_____
_____

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Specific Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. OWNER shall not be required to enter into a subsequent development agreement in order to develop the Property. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Specific Plan and this Agreement. OWNER does not have an affirmative obligation to development the Property, but if the Property is developed it shall be developed according to the Development Approvals.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be in accordance with the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers including the Reservations of Authority set forth herein; provided, however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment. Notwithstanding the foregoing, the phasing of the Project shall be conducted in accordance with the Phasing Rules as defined in Section 3.5 of this Agreement and the

Infrastructure Phasing Plan submitted and approved in the manner more specifically described in Section 3.5 of this Agreement. Except as may be specifically provided elsewhere in this Agreement, OWNER has no affirmative obligation to commence development of the Property or to develop it at a specified rate. No modification of the City's ordinances, resolutions, policies, rules, or regulations adopted after the Effective Date, which purport to limit the rate of development over time or to govern the sequence of development of land within the Specific Plan Area, shall apply to the Property.

3.4 Density Transfer Requirements. OWNER and CITY agree to the following requirements which guide unit yield assumptions within Residential Development Zones ("RDZ") that are designated in the Specific Plan, and the process by which residential densities are established and, if permitted by the Community Development Director, transferred to other RDZ's.

(a) Residential unit yields within each of six RDZs shall be those established by the Exhibit 6-1 and Table 6.1 in the Specific Plan. RDZ boundaries generally follow property lines for the Property and property owned by other property owners in the Specific Plan Area as existed at the time of Specific Plan approval.

(b) When any portion or all of an RDZ is mapped/subdivided (large or small lot), unit yields/densities shall be determined and allocated across the entire RDZ effected, and shall meet the Density Requirements outlined in Section 6.5.3 in the Specific Plan.

(c) OWNER may develop up to the assigned number of units within the RDZ at densities permitted by the Specific Plan for the underlying zoning (LDR, MDR, HDR).

(d) OWNER may request an increase in units up to 10 percent above the assigned units within the RDZ, subject to CEQA consistency review.

(e) If an RDZ is developed *under* the assigned number of units, an RTIF fee make up shall be required in amount necessary so that OWNER pays the RTIF fee equal to the amount required for the assigned number of units, unless at time of tentative map, an alternate RDZ picks up the unit deficit, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(f) If an RDZ is developed *over* assigned units, overage units must be removed from an alternate RDZ at tentative map, subject to CITY approval and provided that the owner of the property located outside the RDZ enters into a written agreement to the satisfaction of the CITY that it shall adjust the density of its property to ensure consistency with the overall residential yields for the Specific Plan Area.

(g) CITY has sole authority to reallocate units or to add units within each RDZ.

(h) If OWNER proposes land use changes or an increase in the number of units, then the City will reallocate units or add units within each RDZ and fees shall be updated with a nexus study.

3.5 Requirement for Public Infrastructure Improvements/Infrastructure Phasing Plan. Development of the Property is contingent in part on the construction of certain area-wide infrastructure improvements in accordance with certain Infrastructure Phasing Rules established by the City for the Specific Plan Area, as attached hereto as Exhibit "D" (the "Phasing Rules"), and incorporated herein by this reference. OWNER agrees to comply with the Phasing Rules in the payment for and construction of Improvements as required for development of the Specific Plan Area.

3.5.1 Concurrent with the submission of the first tentative subdivision map, OWNER shall submit to the City an Infrastructure Phasing Plan for the Property, which shall be consistent with the Phasing Rules, for review and approval by the City Engineer. Tentative map submissions to create large parcels for financing purposes, which lots could not be developed without further subdivision, would not trigger this requirement. City Engineer shall confirm that the Infrastructure Phasing Plan is consistent with this Development Agreement, the Specific Plan, the CIP, the Phasing Rules, and all applicable tentative or final subdivision or parcel map conditions. In the event the Infrastructure Phasing Plan is consistent with the requirements described herein the City Engineer shall approve the Infrastructure Phasing Plan. If it is not consistent with such requirements the City Engineer shall indicate in writing which inconsistencies must be corrected in order for the Infrastructure Phasing Plan to be approved. The City will not approve a tentative subdivision map for any portion of the Property until an Infrastructure Phasing Plan is approved in accordance with this Section 3.5.1 and the Phasing Rules. Given the possible timing of different tentative maps proceeding in the same time period or the possibility that someone with a tentative map may decide to delay development of their property, it is likely that multiple tentative maps could have the same infrastructure requirements. Given the financing constraints of the Specific Plan that require the LDR and MDR units to construct most of the infrastructure in the Plan Area, it is imperative that every development with LDR or MDR units meet the development agreement requirement of constructing 150% or 130%, as applicable, of their RTIF infrastructure burden in accordance with the Phasing Rules. The City Engineer therefore has the authority to add replacement infrastructure conditions to an already approved tentative map (to meet the development agreement requirement of constructing 150% or 130% as applicable) if that tentative map is conditioned to construct improvements that have already been constructed. The City Engineer shall follow the same rules outlined in Exhibit D to determine the replacement infrastructure conditions. If the City anticipates multiple tentative maps may proceed with obligations to construct the same infrastructure, the City Engineer may list an alternative infrastructure requirement at the time of tentative map approval. If the City does not list an alternative infrastructure requirement, then the City still has the authority to require replacement infrastructure conditions. OWNER agrees that it will comply with the requirements to construct such replacement or alternative infrastructure as appropriate, and shall coordinate with CITY and other property owners within the Specific Plan Area in conjunction with the implementation of such replacement or alternative infrastructure requirements.

3.5.2 The OWNER shall construct public infrastructure improvements within the Specific Plan Area consistent with the Infrastructure Phasing Plan as approved by the City Engineer. City's obligation to issue building permits for the Project shall be conditioned on construction of the public improvements consistent with the approved Infrastructure Phasing Plan and the Phasing Rules, which in some cases could restrict the cumulative number of

building permits issued within the Specific Plan Area until certain public improvements are complete or until security has been provided for the required improvements in accordance with a public improvement agreement entered into by and between CITY and OWNER.

3.5.3 OWNER shall be eligible for fee credits for the RTIF to be paid pursuant to this Development Agreement and reimbursement from future development within the Specific Plan Area for public infrastructure improvements constructed pursuant to and in accordance with this Development Agreement. Such fee credits and reimbursement shall be provided in accordance with Section 4.2.5 of this Agreement, the Public Infrastructure Reimbursement Rules and the Financing Plan prepared for the Specific Plan, as approved by City Council and as it may be updated from time to time.

3.6 Changes and Amendments. The parties acknowledge that development of the Project will require Subsequent Development Approvals including but not limited to approval of tentative and final subdivision maps for large and small parcels and design review for development of new uses on the Property. As necessary or appropriate, OWNER shall apply for Subsequent Development Approvals and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such approvals do not:

(a) Alter the permitted uses of the Property as a whole; or,

(b) Increase the density or intensity of use of the Property as analyzed under the Specific Plan CEQA document, which may include limited adjustments as authorized by the City; or,

(c) Increase the maximum height and size of permitted buildings beyond what is permissible under the Specific Plan; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.7 Reservations of Authority.

3.7.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the CITY shall not be prevented from applying new rules, regulations and policies upon the OWNER, nor shall a development agreement prevent the CITY from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations and policies where the new rules, regulations and policies consist of the following:

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(a) Processing fees and charges of every kind and nature imposed by CITY to cover the costs of processing applications for Development Approvals or for monitoring compliance with any Development Approvals.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies, and rules governing engineering and construction standards and specifications applicable to public and private improvements, including all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY; provided, however, that, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the standards and specifications that are expressly identified in the Specific Plan.

(d) Regulations imposing Development Exactions; provided, however, that no subsequently adopted Development Impact Fees or fees levied pursuant to the terms of this Agreement shall be applicable to development of the Property except for those Project Fees set forth in Exhibit K to this Agreement, which Project Fees may be increased from time to time in accordance with applicable State law, as needed to fund development related infrastructure or as contemplated in this Agreement.

(e) Regulations which may conflict with this Agreement or the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which may conflict with this Agreement or the Development Plan, but to which the OWNER consents in writing.

3.7.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.7.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force

and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided, however, that nothing contained in this Section 3.7.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.7.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.8 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.9 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required pursuant to the Infrastructure Phasing Plan to construct any Improvements Outside Specific Plan Area, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements (the "Offsite Property"). In the event OWNER is unable, after exercising reasonable efforts, including, but not limited to, the rights under Sections 1001 and 1002 of the Civil Code, to acquire the Offsite Property necessary for the construction of the Improvements Outside Specific Plan Area, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within sixty (60) days after OWNER's written request, CITY shall, in accordance with the procedures established by law, use its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.9. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.9 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY. OWNER shall pay all costs associated with such acquisition or condemnation proceedings. This section 3.9 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority. CITY and OWNER acknowledge and

agree that Government Code Section 66462.5 shall apply to the installation of public improvements on Offsite Property, provided, however, that OWNER shall be required to comply with the provisions of this Section 3.9 in furtherance of the acquisition of Offsite Property, and CITY shall not be deemed to waive the requirements set forth herein. CITY and OWNER further agree that the parties may explore alternative options for the required Improvements Outside Specific Plan Area, including but not limited to relocating to an alternative site, prior to proceeding with condemnation.

3.9.1 Owner's Option to Terminate Proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to making an offer to the owner of the Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease all acquisition proceedings with respect to the Offsite Property, whereupon CITY shall cease such proceedings. CITY shall provide written notice to OWNER no later than fifteen (15) days prior to the date of the hearing on CITY'S intent to consider the adoption of a resolution of necessity as to any Offsite Property. At any time within that fifteen (15) day period, OWNER may, at its option, notify CITY that it wants CITY to cease condemnation proceedings, whereupon CITY shall cease such proceedings. If OWNER does not notify CITY to cease condemnation proceedings within said fifteen (15) day period, then the CITY may proceed to consider and act upon the Offsite Property resolution of necessity. If CITY adopts such resolution of necessity, then CITY shall diligently institute condemnation proceedings and file a complaint in condemnation and seek an order of immediate possession with respect to the Offsite Property.

3.9.2. Acquisition of Offsite Real Property Interests within Specific Plan Area. CITY and OWNER acknowledge that for improvements located outside of OWNER's Property but within the Specific Plan Area, the other property owners are required to dedicate property needed for public infrastructure to be constructed by OWNER pursuant to the terms of the other property owners' development agreements, including, without limitation, Section 3 of the Public Infrastructure Reimbursement Rules. Notwithstanding the foregoing, in the event that another property owner within the Specific Plan Area does not dedicate such property as required by their development agreement, CITY and OWNER may take the steps set forth in this Section 3.9 to acquire such property.

3.10 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies. CITY agrees to cooperate, at no cost to CITY, with OWNER in obtaining any required permits or compliance with the regulations of other public agencies provided such cooperation is not in conflict with any laws, regulations or policies of the CITY.

3.11 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project in accordance with all applicable laws and regulations.

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3.12 Wastewater Treatment Capacity. CITY and OWNER agree that there is capacity in the CITY's wastewater treatment facility to serve: (1) existing residents and businesses that are already hooked up to the facility; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that sewer hookups shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient sewer capacity may be affected by regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of sewer capacity is within the CITY's discretion (e.g., whether to extend sewer service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide sewer hookups to the Project as the Project requires hook-ups or connections. This provision shall not affect the CITY's ability to provide sewer service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting sewer service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time and that the cost to comply with the CITY's National Pollution Discharge Elimination System ("NPDES") permit, as may be approved from time to time during the term of this Agreement, may be substantial.

3.13 Water Availability. CITY and OWNER agree that the CITY's has adequate water availability to serve: (1) existing residents and businesses that are already connected to CITY's water system; (2) anticipated residents and businesses through build-out of the City's existing General Plan; and (3) the Project. CITY and OWNER acknowledge and agree that reserving this capacity for the Project, such that water connections shall be available at such time as they are needed as the Project builds out, is a material element of the consideration provided by CITY to OWNER in exchange for the benefits provided to CITY under this Agreement. The Parties recognize the availability of sufficient water availability may be affected by environmental, regulatory or operational constraints that are not within the CITY's discretion. To the extent the availability of water is within the CITY's discretion (e.g., whether to extend water service to areas *not* currently within the CITY's service area), CITY shall not approve providing such capacity to areas currently outside the CITY's service area if this approval would prevent or delay the ability of the CITY to provide water connections to the Project as the Project requires water connections. This provision shall not affect the CITY's ability to provide water service within its service boundaries or within the existing CITY boundaries as they exist on the effective date of this Agreement, and as to such connections, the Parties requesting water service shall be connected on a first come first served basis. OWNER shall pay the applicable connection charge in effect pursuant to City-wide ordinance at the time of building permit issuance. OWNER acknowledges that connection charges may increase substantially over time.

3.14 Right to Farm. OWNER acknowledges and shall comply with the requirements of Woodland Municipal Code Chapter 9.52, "Right to Farm", including but not limited to the

requirements to record deed restrictions against property located within 500 feet of agricultural land or agricultural operations in any deed transferring any right, title or interest in the Property or any portion thereof, as more specifically set forth in Section 9.52.060 of the Woodland Municipal Code.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project. Significant public benefits provided by OWNER pursuant to the terms of this Agreement include but are not limited to construction of or contribution to the construction portions of the Yard and greenbelt areas as contemplated by the Specific Plan, funding and constructing public infrastructure for the Specific Plan Area, contribution to the construction of the regional interchange project at State Route 113, and the provision of affordable housing within the Project.

4.2 Development Impact Fees and RTIF.

4.2.1 Amount and Components of Development Impact Fees. OWNER shall pay the Development Impact Fees listed in Exhibit "K", WRTP Project Fees and other fees, attached hereto and incorporated herein by this reference. OWNER shall not be required to pay newly enacted Development Impact Fees that are not listed in Exhibit "K" in conjunction with the Project. The Development Impact Fee and other fee amounts to be paid by OWNER shall be the amounts that are in effect at the time such amounts are due. Nothing contained in this Agreement shall affect the ability of the CITY to amend the amounts of existing Development Impact Fees or other fees. Additionally, nothing contained in this Agreement shall affect the ability of other public agencies that are not controlled by CITY to impose and amend, from time to time, Development Impact Fees established or imposed by such other public agencies, even though such Development Impact Fees may be collected by CITY.

4.2.2 Research and Technology Infrastructure Fee. In addition to all Development Impact Fees which shall be paid by OWNER, OWNER shall pay the Research and Technology Park Infrastructure Fee (the "RTIF") as established by the City Council and as may be updated from time to time in accordance with this Agreement and other development agreements entered into by and between the City and OWNERs within the Specific Plan Area. The RTIF shall be paid by OWNER in the amounts as established pursuant to that certain Woodland Research and Technology Park Development Impact Fee Nexus Study dated July 2023, prepared by Economic and Planning Systems, Inc. (the "RTIF Report"), which is incorporated herein by this reference, subject to annual adjustment as set forth in the RTIF Report, and further subject to periodic updates to the RTIF report as provided for herein. OWNER acknowledges and agrees that the RTIF is established pursuant to this and other development agreements entered into by and between OWNER and other property owners within

the Specific Plan Area for specified land uses in a manner so as to help ensure the completion of the public facilities contemplated by the Specific Plan and the feasibility of all proposed land uses within the Specific Plan Area. Accordingly, OWNER agrees as follows:

(a) OWNER understands, acknowledges and agrees that the RTIF is calculated to ensure sufficient funding to complete the Improvements contemplated by the Specific Plan as a whole, but that some land uses, including certain residential uses, will pay RTIF in excess of their proportionate share of the total cost of those public facilities in order to facilitate the build out of other land uses contemplated within the Specific Plan. OWNER hereby agrees to pay such fees in the amounts and the manner set forth in this Agreement and the RTIF Report, as it may be updated from time to time, to provide the public benefits that will be derived from successful development of all land uses in the Specific Plan Area.

(b) OWNER and City further acknowledge and agree that portions of the RTIF shall be updated prior to issuance of the first building permit for the Project based on more detailed engineering work that will be conducted on the improvements included in the Capital Improvement Plan. Such modifications are described in Exhibit E, "WRTP CIP Modification", attached hereto and incorporated herein by this reference. Following the completion of the modifications described in Exhibit E, the City shall update the RTIF to account for such modifications. OWNER hereby agrees and consents to such modifications of the RTIF, provided that the allocation of such fees is consistent with the methodology utilized in the RTIF Report.

(c) OWNER and CITY further acknowledge and agree that certain projects that are to be funded by the RTIF are intended in whole or in part to address impacts created by development in the Spring Lake Specific Plan Area located adjacent to the Specific Plan Area that includes the Property. These projects have been included in the projects to be funded by the RTIF as a form of equitable swap in exchange for certain projects constructed by developers in the Spring Lake Specific Plan that partially benefit the Specific Plan Area that includes the Property. OWNER acknowledges and explicitly consents to the inclusion of such projects in the calculation of the RTIF and acknowledges that the RTIF may be used to fund such projects. OWNER further acknowledges and agrees that it OWNER shall not be eligible for reimbursement from property owners or developers of property located outside of the Specific Plan Area including but not limited to the Spring Lake Specific Plan Area and the land referred to as SP 1-B in the City's General Plan, located west of State Route 113 and anticipate for future annexation for any projects that are funded by the RTIF.

(d) OWNER and CITY further acknowledge and agree that for properties that are designated in the Land Use section of the Specific Plan as Village Center Mixed Use (VCMU), in the event that the ground floor development fronting Road B is developed for a non-residential use, and OWNER constructs upper floor residential units, above the non-residential buildings fronting Road B, OWNER shall not be required to pay the RTIF on any such upper floor residential units. Further, for properties that are designated in the Land Use section of the Specific Plan as High Density Residential with Community Commercial Overlay (HDR/CCO), in the event that

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(1) the total unit yield for Residential Development Zone ("RDZ") 6 as set forth in Table 6.1 of the Specific Plan has been constructed and occupied by residents, and (2) OWNER constructs upper floor residential units above the non-residential buildings fronting Road B which upper floor residential units are in excess of the required total unit yield for RDZ 6, OWNER shall not be required to pay the RTIF on any such upper floor residential units.

4.2.3 Time of Payment. The Development Impact Fees and RTIF shall be paid to CITY prior to the issuance of building permits for each residential unit. Notwithstanding the foregoing, deferral of the payment of any RTIF fees may be granted pursuant to a separate agreement approved by CITY pursuant to CITY's deferred impact fee policy for non-residential development, if applicable. At CITY's discretion, CITY shall be allowed to defer RTIF fees to Certificate of Occupancy provided that the fee paid is the fee in effect on the date it is paid. Payment of RTIF fees shall be subject to the provisions of credits as provided for in this Agreement and the Public Infrastructure Reimbursement Rules.

4.2.4 Minimum RTIF Fees. OWNER specifically agrees that for each Low Density Residential unit developed in a LDR or VCLDR zone shall pay, at a minimum, the RTIF fee that is established for the 2,000-3,000 square foot unit, even for those units that are less than 2,000 square feet. OWNER further agrees that for each Medium Density Residential unit developed in a MDR or VCMDR zone shall pay, at a minimum, the RTIF fee that is established for the 1,000-2,000 square foot unit, even for those units that are less than 1,000 square feet..

4.2.5 Credits. OWNER shall be entitled to credit against the fees required pursuant to Subsection 4.2.1 and 4.2.2 for the dedication of land and/or the construction of improvements required pursuant to this Agreement, the CIP, the Public Infrastructure Reimbursement Rules, the Phasing Rules, OWNER's Infrastructure Phasing Plan and the applicable Subdivision Agreements/Tentative Map conditions for the Project. OWNER shall not receive credits for Improvements constructed pursuant to this Agreement in an amount greater than the Engineer's estimate of the cost of such improvements as set forth in the CIP, adjusted on an annual basis by the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI"). Similarly, OWNER shall receive credits toward the RTIF for land dedicated to the CITY for public infrastructure improvements based on the costs for such land as set forth in the CIP, adjusted on an annual basis by CCI. The Public Infrastructure Reimbursement Rules provides further detail on the terms pursuant to which OWNER will receive credits and reimbursement for dedication of land and construction of Improvements in conjunction with the development of the Property, and OWNER acknowledges and agrees that it is subject to and shall comply with the Public Infrastructure Reimbursement Rules.

4.3 Responsibility for Funding Master Planning and Design Documents and CIP Modification Work. OWNER shall be required to fund the cost of certain Master Plans and the design of certain public improvements, as more specifically set forth in Exhibit "F" ("**Master Planning and Design Obligations**"), attached hereto and incorporated herein by this reference, and to fund the cost of the analysis and consideration of the proposed modifications to the CIP as described in Section 4.2.2(b) and Exhibit "E" (**CIP Modification Work**"). Such funding shall be provided by OWNER and other property owners in the Specific Plan Area at the times as required by this Agreement, including the Public Infrastructure Reimbursement Rules and the

Phasing Rules. Except as otherwise set forth in the Master Planning and Design Obligations, the Master Plans and the design documents and the CIP Modification Work are the cumulative responsibility of the owners of property within the Specific Plan Area, and to the extent the OWNER is required to pay more than its proportionate share of the cost of any of such Master Plans and design documents or CIP Modification Work, OWNER shall be eligible for reimbursement from other property owners within the Specific Plan Area pursuant to the terms of the Public Infrastructure Reimbursement Rules. CITY and OWNER shall cooperate in the preparation of these documents.

4.4 Dedications for Public Improvements. OWNER agrees to dedicate to CITY certain property to be used for public facilities and improvements as more specifically set forth in Exhibit "G" ("**Public Dedications**"), attached hereto and incorporated herein by this reference. Such dedications shall be made by OWNER at the times as required by this Agreement and the Phasing Rules so as to provide dedications when needed for the extension of infrastructure or public amenities for the Project and other development in the Specific Plan Area. These dedications may be required ahead of development of OWNER's Property. OWNER may be eligible for credits and, if applicable, reimbursement from other property owners within the Specific Plan Area for the dedications required by this Agreement if the real property to be dedicated is included in the CIP and reflected in the RTIF. Credit or reimbursement for such real property shall be provided as set forth in Section 4.2.5 of this Agreement, which credits and reimbursements shall be paid in accordance with the Public Infrastructure Reimbursement Rules. Real property that is set forth in Exhibit "G" but is not included in the CIP and reflected in the RTIF shall not be eligible for credit or reimbursement from other property owners or the RTIF. If real property is needed for temporary drainage of agricultural runoff prior to the full implementation of the storm drainage system reflected in the CIP, then the dedicating property owner shall dedicate the drainage easement to the developing land owner without compensation consistent with the timing of other public dedications in this agreement. CITY and OWNER acknowledge and agree that the property that must be dedicated to CITY may be modified from time to time through updates to the CIP after approval of this Agreement or in conjunction with the processing of subdivision maps for the Property. OWNER shall make such dedications in accordance with the CIP as it may be modified from time to time, in accordance with the timing for dedication as set forth in the approved Infrastructure Phasing Plan and Exhibit G.

4.5 Responsibility for Construction of Public Improvements.

4.5.1 Timely Construction of Public Infrastructure. As part of the development of the Project, OWNER shall be required to construct portions of certain area wide infrastructure that will serve the Specific Plan Area. Such infrastructure shall be the infrastructure that will be required pursuant to the Infrastructure Phasing Plan that shall be developed by OWNER pursuant to Section 3.5.1 of this Agreement. OWNER shall be responsible for the timely construction and completion of all Improvements required for the Project in accordance with the Infrastructure Phasing Plan and any and all tentative subdivision map conditions. All required Improvements for each Subdivision Map, shall be completed and operational prior to City approval of the final subdivision map, unless OWNER enters into a Public Improvement Agreement with the City for such Improvements and provides adequate security for such improvements in accordance with the Subdivision Map Act and Woodland Municipal Code Chapter 16.52, as it may be amended

from time to time, in which case such Improvements shall be constructed within the times provided in the Public Improvement Agreement.

4.5.2 Reimbursement for Public Infrastructure. Upon completion of the Improvements for an applicable portion of the development of the Property as required pursuant to this Agreement, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER to the extent that the Engineers estimate of the cost of such improvements as set forth in the CIP (and adjusted by CCI) exceeds the amount of the RTIF applicable to the applicable portion of the Property developed by OWNER. Such reimbursement agreement shall be consistent with the Public Infrastructure Reimbursement Rules and the Phasing Rules. In the event OWNER/Developer builds MPFP projects, they are eligible for reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.6 Parks Impact Fee. OWNER agrees that it shall pay the Parks Impact Fee adopted for the Specific Plan Area in the amount of $9,279 per single family unit or $6,959 per multi-family unit (as of January 1, 2023), which fee shall be adjusted on an annual basis by CCI. OWNER shall not be eligible to receive credits toward the Parks Impact Fee for dedication of park acreage or greenbelts or for construction of park or green belt improvements within the Specific Plan Area.

4.7 Affordable Housing. OWNER will comply with the requirements of Chapter 15.18 of the Woodland Municipal Code (the "Affordable Housing Ordinance") through the implementation of the Affordable Housing Plan for the Specific Plan (the "**WRTP Affordable Housing Plan**"), which is attached hereto as Exhibit "H" and incorporated herein by this reference. In the event of any inconsistencies between the Affordable Housing Ordinance and the WRTP Affordable Housing Plan, the WRTP Affordable Housing Plan shall apply to the Project.

4.8 Supplemental School Fee. OWNER acknowledges that Costalotta Partners, LLC, the owners of the "Beeman North" property will be entering into good faith negotiations with Woodland Joint Unified School District ("WJUSD") for the potential purchase of property to be used as a school campus. OWNER will participate in good faith negotiations involving the payment of a supplemental school fee towards the construction of facilities that provide capacity for students generated by the Specific Plan. OWNER agrees that if a supplemental fee shall be paid by OWNER, then such supplemental fee shall be deposited with the City of Woodland at the time of building permit issuance, placed in a segregated account, and held by City for future payment to WJUSD for the construction of the WRTP elementary school, or as otherwise specified in the School Site Purchase and Sale Agreement. In the event WJUSD does not proceed with construction of a school at the School Site, or other project(s) specified in the School Site Purchase and Sale Agreement by issuance of the 800th residential building permit in the Specific Plan Area, then the supplemental fee funds may be used by the City to construct public improvements included in the CIP, as it may be amended from time to time, at the discretion of the City

4.9 Right to Continue Use of Agricultural Well. CITY and OWNER understand and acknowledge that there exists within the Specific Plan Area agricultural wells that provide irrigation for certain other property that remains in agricultural use. The Parties agree that

OWNER may operate any such agricultural wells owned by OWNER to serve agricultural uses on OWNER's property or other property, provided that such use must be in compliance with all applicable federal, state and local laws, including but not limited to the Yolo Subbasin Groundwater Sustainability Plan adopted by the Yolo Subbasin Groundwater Agency, and any regulations or directives promulgated thereunder. OWNER shall be solely responsible to retain any and all property interests necessary for continuing operation of any such agricultural well, and for ensuring compliance with all applicable laws and regulations, as well as the Groundwater Sustainability Plan.

4.10 Abandonment of County Road 100A. OWNER shall work with the California Department of Transportation ("CalTrans"), Yolo County and CITY to take such steps as are necessary to abandon County Road 100A, which is located adjacent to OWNER's Property. OWNER shall, at no cost or expense to CITY, and with no credits or reimbursements through this Agreement or the Public Infrastructure Reimbursement Rules, ensure that such public right of way or private access easements are provided to ensure that any and all properties that would be landlocked as a result of the abandonment of County Road 100A have adequate access to public roads from their property, and OWNER, in conjunction with its neighboring property owner that also fronts County Road 100A, shall be responsible to secure all necessary approvals, consents and actions as necessary to effectuate the abandonment of County Road 100A. OWNER shall work expeditiously to accomplish this provision in a timely manner.

4.11 Build to Rent Development. OWNER agrees that neither it nor any successor or assign to this Agreement shall develop single family residences in the Low Density Residential, Village Center Low Density Residential, Village Center Medium Density Residential or Medium Density Residential zones located north of Marston Drive in the Specific Plan Area as shown on the Development Plan attached hereto as Exhibit "C", as a "build to rent single family development". For purposes of this Agreement, a "build to rent single family development" is a single family residential subdivision or a portion of such subdivision that is built for the purpose of renting, rather than selling the constructed homes.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Districts or Alternative Mechanisms. If deemed appropriate, CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanisms to pay for the construction and/or maintenance and operation of public infrastructure facilities or Improvements required as part of this Agreement, the CIP and the approved Infrastructure Phasing Plan, provided, however, that to the extent that a district or alternative financing mechanism is established for the purpose of bonding to raise funds for construction of infrastructure or payment of fees, the boundaries of such district will be limited to separate improvement areas that correspond with the boundaries of the tentative map (or tentative maps) within each Infrastructure Phasing Plan. The RTIF fees generated from the improvement area may be used to fund any improvement in the CIP. Such improvement areas shall be shown in the Infrastructure Phasing Plan approved by the City pursuant to this Development Agreement. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such Improvements, OWNER may receive credits for the RTIF to be paid by OWNER, and may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public improvements that are

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included in the CIP, provided that such fee credits and reimbursements must be in conformance with the Public Infrastructure Reimbursement Rules and any individual reimbursement agreements entered into by and between CITY and OWNER. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds. If bonds are sold then the proceeds of those bonds shall be used to reimburse the public improvements that are listed in the CIP and required by the conditions of the associated development.

CITY agrees to use reasonable efforts to develop and implement such financing mechanisms subject to applicable public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings. OWNER and CITY acknowledge and agree that the establishment of a financing district and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies. Fee credits that are generated from bond sales shall remain with the land that they were bonded against and can be used as a credit against RTIF fee payments. These fee credits cannot be sold or transferred.

CITY and OWNER acknowledge the infrastructure costs needed to support the project are substantial and may compromise the feasibility or timely build out of the Project and its associated benefits. CITY and OWNER further acknowledge this is especially the case for the development of residential units in the MDR and HDR zones. As such, both parties agree to work cooperatively to identify and pursue external funding sources, multiple financing strategies and tools to defray project infrastructure improvement costs. Further, the City anticipates that adjustments to the Specific Plan and associated approvals may be needed in the future, and the City will conduct further evaluation of the Specific Plan, CIP and City fee program after Specific Plan approval to determine what adjustments are appropriate.

5.2 Sports Park Community Facilities District. OWNER acknowledges the existence of Community Facilities District No. _____, Sports Park ("**Sports Park CFD**") which was created pursuant to the Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding the ongoing operation of the Woodland Sports Park, which provides regional park facilities that will serve the Property. OWNER voluntarily consents to and prior to recordation of each small lot final subdivision map or large lot map (for High Density and Mixed Use Residential units) for the Project shall take whatever affirmative action it needs to take on its part to ensure that all portions of the Project and Property that are designated as Low Density Residential, Village Center Low Density Residential, Medium Density Residential, Village Center Medium Density Residential and High Density Residential (including units above Village Center Mixed Use and Community Commercial Overlay for which such small lot final subdivision map or large lot map - for High Density and Mixed Use Residential units) is recorded is subject to the assessments of the Sports Park CFD, which includes without limitation, voting to annex to said Sports Park CFD.

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5.3 Maintenance Community Facilities District(s).

5.3.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for the residential units or commercial development provided for in the first subdivision map for the Project until a Community Facilities District has been formed for the purpose of funding public services and maintenance costs associated with the Project or the Property has been annexed into such a Community Facilities District that has already been formed to fund public services and maintenance costs for the Specific Plan Area (the "**Maintenance CFD**"), or OWNER participates in the formation of an equivalent funding mechanism for public services and maintenance purpose in a form satisfactory to the City Engineer. OWNER consents to and shall cooperate in such formation or annexation of the Maintenance CFD or the formation of an equivalent financing mechanism for maintenance and services purposes. OWNER also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance and service obligations described herein, pursuant to and consistent with the requirements of this Agreement, Government Code Section 53111, et seq., and the City's Capital Financing and Debt Management Policy, adopted by City Council on June 20, 2017 and incorporated herein by this reference.

5.3.2 Annexation of Subsequent Phases. No building permits shall be issued for subsequent phases of the Project until the such phase is annexed into the Maintenance CFD or an equivalent funding mechanism for public services and maintenance costs has been established for such subsequent phase in accordance with Section 5.3.1.

5.3.3 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain landscaping, public improvements and public facilities as more specifically set forth in Exhibit "I", attached hereto and incorporated herein by this reference ("**Maintenance Services**").

5.4 Maximum Effective Tax Rate. CITY and OWNER agree that the maximum effective tax rate for assessor's parcels within the Property from all applicable financing districts, including without limitation, any financing districts established as contemplated in Section 5.1 of this Agreement, the Sports Park CFD, the Maintenance CFD and any CFD or Assessment District established pursuant to the Statewide Community Infrastructure Program, may not exceed one and 8/10 percent (1.8%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the applicable financing district and the Rate and Method of Apportionment.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic and Special Reviews.

6.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of this Agreement. OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge, within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within thirty (30) days after the receipt of the Annual Monitoring Report, CITY shall either issue a notice of continuing compliance or a notice of non-compliance

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and a notice of CITY's intent to conduct a Special Review pursuant to Sections 6.1.2 through 6.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee. The cost of this review shall be funded by the OWNER on a time and materials basis.

6.1.2 Initiation of Special Review. A special review may be called either by agreement of the parties or by unilateral initiation by the CITY in one or more of the following ways:

(a) Recommendation of the Community Development Director;

(b) Affirmative vote of at least four (4) members of the Planning Commission; or

(c) Affirmative vote of at least three (3) members of the City Council.

6.1.3 Notice of Special Review. The City Manager shall begin the special review proceeding by giving notice to OWNER that the CITY intends to undertake a special review of this Agreement. Such notice shall be given at least ten (10) days in advance of the time at which the matter will be considered by the Planning Commission.

6.1.4 Public Hearing. The Planning Commission shall conduct a hearing at which OWNER must demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on OWNER.

6.1.5 Findings upon Public Hearing. The Planning Commission shall determine, upon the basis of substantial evidence, whether OWNER has, for the period under review, complied in good faith with the terms and conditions of this Agreement.

6.1.6 Procedure upon Findings.

(a) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, during the period under review, the review for that period shall be concluded.

(b) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, during the period under review, the Planning Commission may recommend to the City Council to modify or terminate this Agreement.

(c) OWNER may appeal a determination pursuant to paragraph (b) to the City Council in accordance with CITY's rules for consideration of appeals in zoning matters generally.

6.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

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(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

6.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate or modify this Agreement and impose such conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Community Development Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 7.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

7.3 Release. Except for non-damage remedies, including the remedy of specific performance and judicial review as provided for in Sections 7.2 and 6.3, respectively, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

7.4 Termination of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.3 herein, in addition to the remedy of specific performance as set forth in Section 7.2, CITY may terminate this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

7.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the

effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

8. THIRD PARTY LITIGATION.

8.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, as such called General Plan exists as of the Effective Date ("General Plan"), and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

8.3 Indemnity. In addition to the provisions of 8.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

8.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and

OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

8.5 Reservation of Rights. With respect to Sections 8.2, 8.3 and 8.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Survival. The provisions of this Sections 8.1 through 8.6, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that

any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY , the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the City Clerk within ten (10) days of CITY's entry into this Agreement, as required by Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement as provided for herein and in Government Code Section 65868, or if the CITY terminates or modifies the agreement as provided for herein and in Government Code Section 65865.1 for failure of the applicant to comply in good faith with the terms or conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Yolo County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including but not limited to the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. Subject to Section 2.4, if at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one owner, all

obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

10.8 Time of Essence. Time is of the essence in the performance of .the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining

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the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his or her powers and duties under this Agreement to the Community Development Director or other management level employee of the CITY. CITY shall cooperate in good faith with OWNER in the implementation of the Development Plan to support successful development of all land uses in the Specific Plan Area. They City acknowledges that OWNER has made and will be required to make additional investments to implement the Plan. This Agreement provides assurance to OWNER that the City will cooperate and assist in completion of the annexation process. City agrees that it will accept, in good faith, for processing, review and action, including but not limited to all applications for lot line adjustments, large lot subdivision maps, zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

10.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

10.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

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10.20 Estoppel Certificate. Within thirty (30) days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates under this Section 10.20 prior to CITY's issuance of such certificates.

10.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the day and year set forth below.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
(Heaton Development—Woodland Research and Technology Park)

"**OWNER**"

Thomas Heaton and Olga Chengaeva, Trustees of the Thomas Heaton and Olga Chengaeva Trust

By: _____
Name:
Its: _____
Date: _____

"**CITY**"

CITY OF WOODLAND,
a California municipal corporation

By:_____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

_____
City Attorney

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[To be inserted]

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EXHIBIT B

MAP OF PROPERTY

[To be inserted]

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EXHIBIT C

DEVELOPMENT PLAN

[To be inserted]

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EXHIBIT D

INFRASTRUCTURE PHASING RULES

In order to proceed with development of their property, each owner within the Woodland Research and Technology Park Specific Plan Area is required by the Development Agreement entered into with the City to submit to City and obtain approval of an Infrastructure Phasing Plan ("Phasing Plan") for each phase of development prior to approval of a tentative subdivision map for the property included in such phase. Owners are not required to seek approval of a Phasing Plan as described herein until they or their successor in interest to the Development Agreement apply for a tentative subdivision map for all or a portion of their property. The Phasing Plan must be consistent with these Infrastructure Phasing Rules (the "Rules"). For these Rules, all references to LDR also includes VCLDR and all references to MDR also includes VCMDR.

Each Phasing Plan shall ensure that the Improvements required for the development of the Property consistent with the Development Plan shall be completed prior to or concurrently with the development of the Property in accordance with the Phasing Plan for the Property. The Improvements included in the Plan must be supported by engineering studies that are based on sound engineering judgment and the technical studies and documents that provide support for the adoption of the Specific Plan.

The City and all property owners within the Specific Plan Area anticipate that the residential units in the LDR and MDR zones of the Specific Plan will be developed early in the overall build out of the Specific Plan Area, and generally prior to the development of high density residential and commercial development contemplated by the Specific Plan. In order to ensure that the Improvements required for the development of the Specific Plan Area are constructed in a manner that will serve that early development in a functional manner and ensure that there is not a delay in the provision of necessary infrastructure, each Plan that includes residential units in an LDR or MDR zone must construct infrastructure that is equal in value, based on the Engineer's Estimate of Costs set forth in the CIP (as amended and adjusted for CCI) to not less than 145% or more than 150% of the RTIF (excluding the RTIF administration category) required to be paid for LDR units and not less than 125% or more than 130% of the RTIF (excluding the RTIF administration category) required to be paid for MDR units (based on the then current RTIF at the time the Phasing Plan was approved) for the residential units that are to be constructed in the LDR and/or MDR zones as part of such phase. .

The infrastructure to be counted toward the 150% or 130%, as applicable, of total value shall not include any dedications of right of way required to be made by the Owner or future developer of the Property. Such dedications, which shall be made as conditions on the applicable tentative subdivision map, shall be subject to reimbursement from future development in accordance with the Public Infrastructure Reimbursement Rules if the right of way is included in the CIP.

Each Phasing Plan that includes residential units in a LDR and/or MDR zone shall include all Improvements required for the development of the property included in the applicable phase, plus additional backbone and off-site improvements as determined to be appropriate for

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the applicable phase in consultation with the City Engineer. In determining the backbone and off-site improvements to be included in the Plan, Developer and City shall comply with the following requirements:

- The Developer shall obtain approval from the City Engineer for improvement plans and shall provide improvement security in amounts consistent with the requirements Government Code Section 66499-66499.10 for all improvements set forth in the Plan prior to or concurrently with recordation of the first final subdivision map for the phase covered by the Plan.
- The City may, at its discretion, require additional on-site Improvements as part of the phase that are not specifically included in the engineering analysis for the applicable phase, but are deemed appropriate by the City Engineer, in consultation with Owner's Engineer for such development (e.g.,, traffic calming measures, left turn lanes for the benefit of bicycle and pedestrian safety, design requirements for roundabouts).
- In order to facilitate the construction of non-residential development, the first Plan including LDR or MDR units submitted to and approved by City shall include the extension of underground utilities to the Road B/County Road 25A ("CR 25A") intersection. This Plan shall also include the construction of Road A and Road B south of CR 25A, and Road G between Road A and Road B. Alternatively, the Owner may instead propose to construct non-residential infrastructure on the north side of CR 25A, and City may, in its sole discretion, allow for this alternative to be included in the first Plan rather than the extension of roads south of CR 25A.
- The Plan for the first 500 residential units[1] to be developed cumulatively in the MDR and LDR zones in the Specific Plan shall require the Owner to provide sufficient funding to design and construct the CR 25A/State Route 113 ("SR 113") interchange. Each of the first five hundred units shall contribute toward the CR 25A/State Route 133 ("SR 113") interchange according to the following formula:
  Per unit contribution = project cost * 1.2 * 0.53/500 units
  The project cost is the amount listed in the CIP with an annual adjustment by CCI
  The 1.2 factor provides an extra contingency amount to make sure the project is adequately funded
  0.53 is the cost share for the WRTP as reflected in the CIP
  The first 350 units shall make this contribution at building permit. Any units from 351-500 shall make this contribution at final map.
  The Owner may elect to perform a traffic study in order to defer the collection of project funds and the timing of construction. The City Engineer shall review the results of the traffic study and determine the timing of the collection of project funds and the timing of construction.
- The Plan that includes the 600th residential unit shall include the completion of Road B between CR 25A and Parkland.
- The Plan that includes the 750th residential unit shall include the mobility hub improvements if they have not been constructed previously.

[1] All references to the number of residential units in these Phasing Rules refer to the cumulative number of residential units developed in the LDR and MDR zones of the Specific Plan. Residential units in other zones are not counted toward the threshold number of residential units triggering various public improvements as set forth in these Rules.

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- The Parkland Ave Overcrossing abutment fill slope must be included in the Plan that includes the first storm drainage pond.
- Any phase that will include the cumulative approval of more than 450 residential units must include construction of at least 1/3 of the Yard park improvements.
- The Plan for any phase of development of land that accesses Marston Drive must provide for the construction of a connection of Marston Avenue to CR 25A from either Road D or Road B if such a connection was not previously constructed, to ensure that any development that accesses Marston Avenue will be able to connect to the CR 25A/SR 113 interchange without traveling through the Spring Lake Specific Plan Area.
- The Plan for the first phase of development of land north of Parkland Avenue must provide for the construction of at least one eastbound lane and one westbound lane of Parkland Avenue between Road B and Harry Lorenzo Avenue.
- Greenbelts and park infrastructure that is included on the eastern and northern edges of the Specific Plan shall be included with the phase that includes any adjacent development. Further, any phase that includes residential development adjacent to a greenbelt shall include improvement of that greenbelt area within the Plan for that phase of development.
- The City may, at its option, require Owner to construct the Improvements described in the approved Plan or City may construct such improvements itself. Responsibility for construction of the improvements shall be indicated in the approved Plan. In the event the City constructs some or all of the Improvements included in the Plan, Owner shall be required to pay the full cost of the Improvements (or Owner's proportionate share of the cost, as indicated in the Plan), even if the reimbursement available through the RTIF is less than the actual cost of constructing the improvements.
- The City may, at its discretion, reject a Plan that includes partially constructed infrastructure. In the alternative, the City may reduce the amount of reimbursement that Owner may receive based on a determination by the City Engineer of the estimated additional costs that will be incurred by future developers to complete such infrastructure, which costs would not be incurred if the infrastructure was completed as a single project. Such determination shall be made in accordance with the Public Infrastructure Reimbursement Rules.
- Certain infrastructure improvements included in the CIP are not triggered by specific development and are not required based on a specific number of units (e.g., Gateway Monuments and enhanced landscaping). Those improvements shall be included in Plans in consultation with the City as needed to comply with the requirement to provide Improvements equal to 150% of the applicable phase's RTIF obligation for LDR units and 130% for MDR units.
- City may, at its discretion, delay the timing of infrastructure such that it falls to a future developer, then that future developer waives the right to contest the change in infrastructure requirements.
- All Improvements that are included in the CIP must be funded, constructed, or the Owner shall have entered into a public improvement agreement and provided the required security for such Improvements prior to recordation of the final subdivision map that includes the final residential units to be developed in the LDR and MDR zones.

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EXHIBIT E

WRTP CAPITAL IMPROVEMENT PLAN MODIFICATIONS

It is understood that the following CIP items will need additional work after Specific Plan approval in order to provide a more accurate project cost for the CIP and fee program. The following items shall be investigated further so that the CIP and the fee program can be updated prior to the issuance of the first building permit in the Specific Plan. The CIP shall be updated consistent with the review and update of all of these items prior to the approval of the first phasing plan. These items need to be updated prior to first tentative map and phasing plan (because of right of way and cost implications). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for development of LDR, VCLDR, MDR, or VCMDR residential units. The City shall enter into the contracts required to complete the work required to complete the following items with funding provided by the Owner and other property owners within the Specific Plan Area.

-The CIP was developed assuming that the existing cross section for CR 25A can be reused for the future alignment of this roadway. If this is not true then there could be significant additional costs added to the CIP. Applicant to perform preliminary design work to verify horizontal and vertical alignment and update the cost estimate for CR 25A.

-Applicant to obtain survey information for Parkland Ave OC design to verify the amount of fill material needed for the abutment fill section. This information is also needed to set the right of way footprint for the abutment.

-The interchange footprint needs to be verified and included in the CIP update and in the dedication exhibit.

-The Miscellaneous segment of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The Greenbelts, Parks and Ponds section of the CIP needs to be broken down in more detail by location so that the City can determine which developer to reimburse for what work.

-The development team will need to perform earthwork testing to determine if the pond excavation can be used as abutment fill material. Abutment backfill estimate to consider meeting Caltrans specifications. Surveying to be performed to determine quantities more accurately. If this earthwork testing is not performed, then the cost estimates shall be increased to account for off-hauling of the pond material and importing of the abutment material.

-Section N-N needs to be updated to account for modifications associated with the CR 25A/SR 113 interchange plans. The north side of section N-N and O-O will be modified to construct the landscaping and sidewalk. The south side of section N-N and O-O will not have a sidewalk (unless required by Caltrans).

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-Review whether to add a sound wall to the CIP on the north side of CR 25A from the eastern edge of the Specific Plan to Road D.

-HCP/Ag mitigation to be included in the off site projects (if it applies).

-The size of roundabouts needs to be reviewed and approved by City staff prior to the update of the CIP and the dedication exhibit update.

-The City plans to change the name of County Road 25A (name is still not determined). The cost estimate will include the changes to any signs as part of the interchange project or the improvements to CR 25A.

-Subject to Caltrans approval, a 6' black chain link fence with 1" spacing shall be placed at the right of way line between Caltrans and the WRTP non-residential land. The City may choose to add minor landscaping improvements on the east side of SR 113 adjacent to the WRTP (planting/watering of trees and/or planting vines on the sound wall).

-The development team shall update unit costs in the CIP prior to updating the RTIF fee. The most recent cost estimate for the interchange will be included in the CIP update and the RTIF update.

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EXHIBIT F

MASTER PLANNING AND DESIGN OBLIGATIONS

OWNER agrees that it will provide funding for certain master planning and design efforts that are required as part of the Specific Plan. These master planning and design efforts are required by the Specific Plan to be completed prior to the issuance of certain development approvals within the Specific Plan collectively, and as a result, certain developers within the Specific Plan may fund these master planning and design efforts in order to proceed with development and seek reimbursement from the other property owners within the Specific Plan Area pursuant to the Public Infrastructure Reimbursement Rules. In the event that other property owners have funded any of the master planning and design efforts set forth below, OWNER shall provide reimbursement for OWNER's proportionate share of the costs of such master planning and design efforts pursuant to the Public Infrastructure Reimbursement Rules.

The master planning and design efforts are as follows:

- Master Parks Plan for Design of "The Yard" park as described in Section 6.2.3 of the Specific Plan. The Master Parks Plan for the Yard shall be consistent with and shall include the amenities set forth in the concept plan for The Yard that is attached to the CIP and will include a master plan level of design for The Yard. The Master Parks Plan shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Master Parks Plan must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan). Tentative Map submissions to create large parcel maps do not trigger this requirement if they do not allow for the development of LDR, VCLDR, MDR or VCMDR residential units .

- Comprehensive Planting and Street Tree Palette. OWNER and other property owners within the Specific Plan Area shall fund the preparation of a comprehensive planting and street tree palette for both private and public landscaping improvements within the Specific Plan Area as more particularly described in Section 6.2.3 of the Specific Plan. This effort shall also include guidance on street furnishings, street lighting palettes and the conceptual design of Gateway monuments at the intersections of Road 25A and Road B and Road B and Marston Road. The Planting and Street Tree Palette shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The Planting and Street Tree Palette must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area (excepting development of the Business Incubator property as set forth in the Development Agreement or development of affordable housing on a land dedication site as set forth in the WRTP Affordable Housing Plan).

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- TDM/VMT Program. OWNER and other property owners shall fund the preparation of a Comprehensive Transportation Demand Management/Vehicle Miles Traveled Reduction Program ("TDM/VMT Program") that shall (1) establish transportation strategies, programs, facilities or services for the purpose of VMT reduction and (2) provide specific VMT reduction strategies that all property owners/tenants shall be required to implement through individual Project-level TDM Plans consistent with the TDM/VMT Program. The TDM/VMT Program is more particularly described in Section 6.2.3 of the Specific Plan. The measures included in the TDM/VMT Program shall in combination achieve a 10 percent reduction in Plan Area VMT per capita compared to baseline conditions by 2035. The TDM/VMT Program shall be funded by contributions by OWNER and/or other property owners within the Specific Plan Area. The TDM/VMT Program must be complete prior to the approval of the first tentative subdivision map or any other Subsequent Development Approval within the Specific Plan Area. Prior to or as a condition of approval of OWNER's first tentative subdivision map for the Property, OWNER must demonstrate to the satisfaction of CITY that a funding mechanism has been established to the satisfaction of CITY that will provide sufficient funding on an on-going basis to implement and maintain the Project-level TDM Plan or Plans for the Property.

- Infrastructure Study Report. OWNER and the other property owners within the Specific Plan Area shall fund the preparation of an Infrastructure Study Report which shall include the following items:
  -sound wall layout
  -signal interconnect exhibit
  -right of way dedication exhibit
  -greenway dedication exhibit
  -the yard exhibit and cost estimate
  -mobility hub exhibit and cost estimate
  -CFD map showing what will be maintained
  -Map and description for wells and pipes
  -Technical memos including correspondence (if necessary) and appendices (storm drainage, sewer, water, traffic etc)

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EXHIBIT G

PUBLIC DEDICATIONS

[To be inserted]

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EXHIBIT H

WOODLAND RESEARCH AND TECHNOLOGY PARK AFFORDABLE HOUSING PLAN

1. All residential development in the Woodland Research and Technology Park Specific Plan Area is subject to the Affordable and Inclusionary Housing obligations as set forth in the City of Woodland's Affordable Housing Ordinance (Woodland Municipal Code Chapter 15.16) as modified by this Plan to ensure the inclusion of Affordable Housing within the Specific Plan Area. Provisions of this Plan that specifically apply in the Specific Plan Area and are not otherwise set forth in the Affordable Housing Ordinance are specified as being "Specific to WRTP".

2. **Specific to WRTP** – A minimum of 160 units within the Specific Plan Area at build out of the Specific Plan are planned to be constructed and rented at an affordable rent or sold at an affordable housing cost to low income households. The payment of in-lieu fees is anticipated to provide supplemental funding to support the construction of these units. Further, a minimum of 279 units in the Specific Plan Area (inclusive of 160 units for low income households) shall be constructed at or above 30du/ac consistent with the requirements of the City's Housing Element. The requirements set forth below are intended to implement these goals.

3. Inclusionary Obligation – Consistent with the City of Woodland's Affordable Housing Ordinance all development within the Specific Plan Area must meet the following affordable housing requirement either through the construction and sale/rental of affordable units, or one of the alternative compliance methods set forth in this policy:
    a. In all **For-Sale** projects of at least 10 units in size, 10% of new for-sale units shall be affordable to low income households.
    b. Calculations of required affordable units that result in a fraction of a **For-Sale** unit shall be rounded up to the nearest whole unit.
    c. Ten percent (10%) of all **multifamily rental units** shall be affordable to low income households.
    d. These requirements shall apply to all **multifamily rental projects** of at least 20 units. Projects with fewer than 20 units are exempt from affordable housing requirements.
    e. Calculations of required affordable **multifamily rental** units that result in a fraction of a unit shall be rounded up to the nearest whole unit.
    f. **Specific to WRTP** – Residential units that are developed within the Village Center Mixed Use Zone are exempt from the requirements of this Policy and the Affordable Housing Ordinance.

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4. In-Lieu Fees – Consistent with the requirements of the City of Woodland's Affordable Housing Ordinance:
    a. Owner is permitted to pay in-lieu fees to satisfy all or a part of the Owner's affordable housing obligation as set forth in Section 3 of this Plan, except that in those instances where Owner is required pursuant to section 5.b below to make a land dedication as part of Owner's satisfaction of this Plan and the Affordable Housing Ordinance, Owner must first make the required land dedication and may only pay in-lieu fees to the extent that there is a remaining obligation after the land dedication is complete.
    b. **Specific to WRTP** – In-lieu fee shall be paid at the following rates (which rates shall be adjusted by the City annually by the Construction Cost Index as published from time to time by the Engineering News-Record):
        i. $3.00/sf on all market rate Low Density Residential units
        ii. $2.50/sf on all market rate Medium Density Residential units
        iii. $2.00/sf on all market rate High Density Residential units
    c. **Specific to WRTP** – In-lieu fees collected within the WRTP Specific Plan Area shall first be prioritized to support the construction of the required 160 low income affordable units within the Specific Plan Area. City will explore development of a program specific to the WRTP pursuant to which developers of property may receive credits toward their in-lieu fee obligations for the amounts being spent for public infrastructure in excess of their RTIF obligations. Under the contemplated program future RTIF funds would be deposited into the City's housing trust fund rather than being used to reimburse or provide RTIF credits to developers. Any such program, if adopted, will provide considerations to ensure that in-lieu fees are available on a time-frame as needed to develop the affordable housing units contemplated by this Affordable Housing Plan. The priority focus of the program should be to incentivize the construction of MDR units. Any program adopted should ensure that the housing trust fund does not have more RTIF credits that can reasonably be used by affordable housing developers.

5. Land Dedication - In accordance with the City of Woodland's Affordable Housing Ordinance:
    a. A developer of property located within the Medium Density Residential (MDR), Village Center Medium Density Residential (VCMDR) or High Density Residential (HDR) zone(s), may be allowed to make an irrevocable offer of dedication to the City or its designee of sufficient land to satisfy the affordability requirement. Any land dedication site shall be consistent with the requirements for land dedication **Specific to WRTP**: Land within the Low Density Residential (LDR) or

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Village Center Low Density Residential (VCLDR) zones may not be dedicated to the City for purpose of meeting the Owner's affordable housing obligations.

b. **Specific to WRTP** – Concurrently with the recordation of the first final subdivision map for properties designated as Urban Village North or South, High Density Residential in the Specific Plan, the Owner of such property shall dedicate a parcel of a minimum size of two and one half acres (unless the City, in its sole discretion, agrees to a smaller site based on a special housing need, or because the another High Density Residential parcel of greater than two and one-half acres was previously dedicated to affordable housing in the Specific Plan Area that would provide for greater than 80 units of affordable housing) to a non-profit or for-profit affordable housing developer, which developer must be approved by the City in its sole discretion, for the construction of an affordable rental housing project. The City may, at its discretion, allow the Owner to make an irrevocable offer of dedication of the parcel directly to the City in the event that the City has not approved an affordable housing developer at the time of recordation of the first final subdivision map for the applicable property. The dedicated parcel is not required to be located within the Property governed by this Development Agreement, provided that the parcel meets the requirements below, is located within the Specific Plan Area, and is designated for High Density Residential. The dedicated site must additionally conform with the following requirements:

    i. The dedicated parcel shall be of a sufficient size and configuration to accommodate/provide a minimum of 80 residential units consistent with all applicable zoning and Specific Plan requirements (provided, however, that in the event that a prior land dedication site has been developed with greater than 80 units affordable to low income households, the City, may in its sole discretion approve a site that will provide a lesser number of residential units, so long as the minimum number of units will still allow for 160 total low income affordable housing units within the Specific Plan Area.

    ii. Prior to acceptance of the offer of dedication by the affordable housing developer or City, as applicable, the dedicated parcel shall be fully improved with infrastructure, frontage improvements (i.e., curb, gutter, walk), paved street access, utility (i.e., water, gas, sewer and electric) service connections stubbed to the property lines, and other such off-site improvements as may be necessary for development of the required affordable units or as required by the City.

c. An owner who dedicates a land dedication parcel pursuant to this Section 5 shall receive credit toward its inclusionary obligation for HDR project(s) based on the appraised FMV of the land dedication site. In-lieu fee credits may not be transferred to other lower density zones without separate City approval, in City's

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sole discretion. The value of the site will be treated as equivalent to a payment of affordable housing in-lieu fees based on the rates set forth in Section 4.b. Any remaining affordable housing obligation shall be provided in the form of affordable housing in-lieu fees paid as set forth in Section 4.b or through the construction of affordable units within the Project.

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EXHIBIT I

MAINTENANCE SERVICES TO BE FUNDED BY MAINTENANCE CFD

Following improvements shall be maintained with funding to be established through the Maintenance CFD

- Landscape maintenance for any parks, landscaped medians, and greenbelts located within the Specific Plan Area, including but not limited to sidewalks, play equipment, lighting, and irrigation
- Tree-related services for all street trees within the Specific Plan Area, including tree inspections, planting, watering, re-staking, mulching and weeding, fertilization, insect and disease control, pruning, and hazardous tree removal.
- Maintenance of the improvements included as part of any detention pond/open space areas within the Specific Plan Area, including walking paths and other amenities included with the detention pond
- Fair share cost for maintenance of any storm drainage features downstream of the Specific Plan Area, including but not limited to the following:
    - East Regional Pond
    - North Regional Pond
    - County Road 25A Channel
    - Outfall Channel and Outfall Channel Outlet Structure
    - Farmers Central Drainage Channel
    - Any drainage features conveying storm drainage between the features listed above
- Lighting and landscape maintenance for the entirety of the Pedestrian Overcrossing (both the east and west sides) The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance, including any enhanced landscaping/public art/entry monument at the roundabouts, for which the City is responsible at the State Route 113/County Road 25A interchange (both the east and west sides). The City will pursue cost sharing for the maintenance cost of this item from the future development of property located within the City's Urban Limit Line and west of State Route 113, anticipated to occur through the approval of one or more specific plans for such property.
- Lighting and landscape maintenance for the east side of the future Parkland Avenue Overcrossing.
- Maintenance of traffic signals and street lights within the Specific Plan Area
- Funding of requirements identified in the Transportation Demand Management (TDM) plan, VMT, and Transit Program, as being funded through the Maintenance CFD.
- Maintenance of Specific Plan Area multi-use pedestrian/bike paths, sound walls, street furniture, public art, entry monument/enhanced landscaping, and mobility hub/transit

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EXHIBIT J

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES

PUBLIC INFRASTRUCTURE REIMBURSEMENT RULES FOR THE WOODLAND RESEARCH AND TECHNOLOGY PARK SPECIFIC PLAN

1. Construction of Public Infrastructure and Dedication of Land Owned by Owner.

a. Parties agree that each Owner shall, for the collective benefit of all Owners in the Specific Plan Area (1) dedicate such real property located on their property that is required for public infrastructure as set forth in the Capital Improvement Program (the "**CIP**") and (2) design and construct public infrastructure required to serve the Specific Plan Area in accordance with the requirements of their respective development agreements, infrastructure phasing plans, tentative subdivision maps and public improvement agreements. Owners dedicating real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or constructing such public infrastructure shall receive RTIF fee credits and reimbursement pursuant to the terms of these rules and the Individual Reimbursement Agreements to be entered into by and between individual Owners and the City, as more specifically described herein.

b. Prior to dedication of real property for public infrastructure projects included in the CIP and reflected in the RTIF and/or commencement of construction of any public infrastructure as required pursuant to an approved infrastructure phasing plan, and pursuant to the CIP the Owner shall enter into an individual reimbursement agreement in a form approved by the City Attorney. The individual reimbursement agreement shall establish the manner in which the Property Owner will solicit bids for construction of the public infrastructure, administer the applicable contracts, document costs incurred in connection with the public infrastructure work, and shall more specifically establish the manner in which the Owner shall receive fee credits and reimbursement for such construction work, as well as any dedication of real property associated with such construction work. The terms of the individual reimbursement agreement shall be consistent with these Reimbursement Rules.

2. Master Planning and Design Work.

a. Owners are collectively responsible pursuant to the terms of their respective development agreements for funding the analysis and consideration of certain modifications to the CIP as more specifically described in each Development Agreement as Exhibit E (the "CIP Modification Work") and certain master planning and design work as is more specifically described in each Development Agreement as Exhibit F (the "Master Planning and Design Work").

b. Owners agree that the first Owner to submit an application to the City for a tentative subdivision map within the Specific Plan Area shall provide advance funding for all CIP Modification Work and Master Planning and Design Work described in each Development Agreement as Exhibits E and F Prior to submission of an application for such first tentative subdivision map, the applicable Owner shall enter into an advance funding agreement with the City in a form as approved by the City Attorney for the cost of such CIP Modification and Master Planning and Design Work, and shall continue to fund such costs through completion of the work. All CIP Modification and Master Planning and Design Work described in Exhibits E and F must be completed prior to City approval of the first tentative subdivision map or other discretionary development approval for property within the Specific Plan Area. The Owner that funds the CIP modification work and the master planning and design work shall be eligible for reimbursement from other Owners in accordance with the terms of the respective Development Agreements and as set forth in Section 4(h) of this Exhibit. The CIP Modification and Master Planning and Design Work shall be conducted by the City, unless the City directs the Owner to contract for such work directly with the applicable consultants.

3. Dedication of Land for Public Infrastructure Constructed by Others..

a. Owners acknowledge and agree that their respective properties will not develop at the same time, and that initial development in the Specific Plan will require certain backbone infrastructure such as public right of way, public utility easements, stormwater detention facilities and other facilities that will be necessary for that initial development to proceed. Therefore, there is a likelihood that the Owners developing their property first will require one or more other Owners to dedicate right of way, easements, rights of access and egress and/or fee title to property (the "Dedication Property") for public infrastructure required under the Specific Plan in order for the first Owner to complete the public infrastructure required under its infrastructure phasing plan and applicable public improvement agreement.

b. In order to ensure the orderly and efficient construction of public infrastructure to serve the entirety of the Specific Plan Area, each Owner agrees that in the event that Dedication Property within the boundaries of one Owner is required by the approved infrastructure phasing plan of another Owner, the first Owner (for purposes of this Section, the "Dedicating Property Owner") shall dedicate such required Dedication Property to the City in accordance with the terms and conditions of these rules.

c. At such time that the City and the Owner planning to construct public infrastructure on the Dedication Property (for purposes of this Section, the "Constructing Property Owner") determine that the Dedicating Property Owner's Dedication Property will be required, the City shall notify the

Dedicating Property Owner, and shall request rights of access and egress to the Dedicating Property Owner's property as necessary to prepare any surveys or other analysis as necessary or appropriate to effectuate the transfer of the Dedication Property. Upon receipt of such notification, the Dedicating Property Owner shall grant rights of access and egress to their property at no cost, subject to an access agreement with terms as reasonably agreed to between City and Dedicating Property Owner, to complete such survey work and additional analysis required for such dedication.

d. The City shall thereafter submit to the Dedicating Property Owner the documentation required for the granting of such Dedication Property as well as any temporary construction easements and rights of access and egress as required to complete the construction of the public infrastructure, and the Dedicating Property Owner shall execute such documentation, in recordable form as applicable, and return to the City for recordation. Said documentation shall be delivered to the City in a reasonable time frame with the goal being within ten (10) days of the date of receipt by Dedicating Property Owner of such documentation. Failure by the Dedicating Property Owner to execute and deliver the documentation within thirty (30) days of receipt by Dedicating Property Owner shall be a material default under the terms of the Development Agreement and the City may bring an action for specific performance to compel the dedication of the required lands in accordance with this Section. Prior to initiating litigation, the City shall enter into an advance funding agreement with the Constructing Property Owenr to fund the cost of such litigation.

4. Fee Credits and Reimbursement for Costs Incurred by Owners.

a. Each Owner shall be entitled to fee credits and reimbursement for construction of public infrastructure, for the dedication of Property for construction of public infrastructure by other Owners, for dedication of real property upon which they construct public infrastructure, and CIP Modification and Master Planning and Design Work funded by an Owner as set forth in the respective Development Agreements.

b. Valuation of Construction Costs. Owners may receive credit and reimbursement for the lesser of the cost established for each component of public infrastructure as set forth in the Schedule of Costs contained in the CIP, as amended from time to time, subject to any modification that may be made by and in the sole discretion of the City Engineer or designee, or the actual cost of construction of the applicable public improvements. The valuation for the cost of such construction work shall be established based on the valuations contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) at the time the Owner awards the construction contract for the applicable public improvement. Following completion of the applicable public improvements, the Owner shall provide to

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the City Engineer or designee documentation of actual construction costs for the applicable public improvements. Credit and reimbursement shall be provided based on the lesser of the valuations established at the time of contract award, or actual costs documented by the Owner. Soft costs associated with the applicable public improvement shall be valued based on valuations contained in the CIP, except that the City has the discretion to request documentation of the soft costs actually incurred by Property Owner, and may value such soft costs based on the costs actually incurred if they are less than the values set forth in the CIP. In the event that a Owner constructs a portion of public infrastructure in a manner that will increase the costs to future Owners that will be required to complete such infrastructure as determined by the City Engineer, the City has the discretion to reduce the valuation of the completed improvement in an amount equal to the City Engineer's estimate of the increased cost to such future Owner. Examples of this reduced reimbursement include but are not limited to: the partial construction of a road that would make the remaining portion less efficient to construct or the realignment of utilities such that the unbuilt segment is deeper or has a longer distance to travel. City shall have final approval authority regarding whether a particular cost will be approved as a credited cost under these rules, which approval shall not be unreasonably withheld.

c. Valuation of Real Property Dedicated for Public Use. To determine the value of real property to be dedicated by each Owner, the City shall use the value of such property set forth in the Schedule of Costs contained in the CIP (as will be adjusted from time to time based on the Construction Cost Index as published by the Engineering News-Record ("CCI") through City annual updates to the CIP) for the applicable dedicated real property interests on the date that such dedicated real property is accepted by the City. This applies whether such real property is dedicated for public infrastructure constructed by the dedicating Owner or is property dedicated for improvements to be constructed by other Owners.

d. Valuation of CIP Modification and Master Planning and Design Work. The City will determine the value of CIP Modification and Master Planning and Design Work completed by each Owner as follows: In the event that the City completes CIP Modification and Master Planning and Design Work required of the Owner, the valuation for that work shall be established on the date that the funds for such work are deposited with the City. In the event that the Owner completes certain CIP Modification and Master Planning and Design Work, the valuation for that work shall be established on the date that the Owner executes a contract for such CIP Modification and Master Planning and Design Work, provided that the Owner shall not be eligible for reimbursement until the work is complete and accepted or approved by the City, as applicable. All contracts (including contract amendments) entered into directly by the Owner for CIP Modification and Master Planning and Design Workmust be reviewed by the City and approved in writing prior to contract execution in order to be eligible for reimbursement. The City shall notify the Owners of the total amount of such

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costs at such time that the valuation for such costs is established and that amount shall be added to the Reimbursement Account for the Owner funding such costs. Thereafter, the costs will be annually adjusted as set forth in paragraph e. below.

e. Annual Adjustments to Valuations. The outstanding amount of costs incurred by each Owner shall be determined and maintained by City as a "Credit/Reimbursement Account" for each Owner. The balance of each Credit/Reimbursement Account shall be adjusted annually by a percentage amount equal to the Construction Cost Index as published from time to time by the Engineering News-Record ("CCI") at the same time and by the same percentage that the City adjusts the RTIF. The value of the outstanding costs shall only be adjusted when and if the RTIF is adjusted, and in the event, or any reason, the City does not adjust the RTIF in a given year, the outstanding value of any outstanding costs contained in a Credit/Reimbursement Account similarly shall not be adjusted. Notwithstanding the foregoing, the balance associated with any public improvements constructed by a Owner shall not be adjusted by CCI until such time that the public improvements are accepted by the City, after which the City shall adjust such balances in accordance with this paragraph.

f. Fee Credits. Each Owner shall receive fee credits against its overall RTIF obligation equal to the total value of the construction of the RTIF public infrastructure funded by Owner and dedication of real property by the Owner. Owners will not receive fee credits for the costs of CIP Modification and Master Planning and Design Work. Those costs will be reimbursed pursuant to the terms described in paragraph h, below. Fee credits will be applied toward Owner's RTIF obligations so long as Owner has available fee credits, except that such credits shall not be applied toward the portion of the RTIF that is attributable to administration costs (the "Administration Portion"). The Administration Portion of the RTIF shall be paid at the time of building permit issuance, and shall be accounted for by the City separately from the remainder of the RTIF. Upon application of any fee credit to units to be constructed by Owner, Owner's Credit/Reimbursement Account will be reduced in the amount of the fee credit. Fee credits that are based on dedication of real property shall be available to be used by Owner only after the real property dedication is accepted by the City. Fee credits that are based on construction of public infrastructure shall be available to be used by Owner only after the public infrastructure has been accepted by the City and the City Engineer or designee has verified the costs incurred by Owner for such infrastructure. Notwithstanding the foregoing, Owners may request authorization to utilize fee credits for the construction of public infrastructure prior to acceptance of such public infrastructure by the City, provided that the City will only authorize the utilization of fee credits prior to completion one time for each public infrastructure project. The authorized fee credit shall be limited to 85% of the value of the public infrastructure as set forth in the CIP at the time of Property Owner's request, excluding values in the CIP for soft costs and contingency. Any such request for fee credits prior to acceptance of the applicable partially completed public infrastructure shall be

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made in writing, and approved by the City in writing based on the sole discretion of the City Engineer. The City Engineer shall verify that the requested amount of fee credits is justified based on the amount of completed infrastructure, including testing of infrastructure. Each Owner that funds the design and construction for the CR 25A/SR 113 interchange shall receive fee credits at the time of payment to the City. Further, the City may collect RTIF funding for other specific capital improvement projects to be constructed by the City. If the City collects RTIF funding from a Owner for a specific capital improvement project as contemplated herein, the Owner shall receive fee credits at the time of payment to the City.

g. Reimbursement Process for Public Infrastructure and Real Property Dedication. Reimbursement will be paid on a "first in, first out" basis, with the first public infrastructure and/or real property accepted by the City eligible for the first reimbursement payments from available RTIF~~,~~ (excluding the portion of the RTIF attributable to Administration Portion of the RTIF), and subsequent construction and/or dedications being eligible for reimbursement in the chronological order in which they are accepted by the City. In the event that there is not available RTIF to reimburse the Owner at the time the public infrastructure and/or real property is accepted by City, the reimbursements shall be paid as RTIF funds become available.

Reimbursement Process for CIP Modification and Master Planning and Design Costs. Reimbursement for CIP Modification and Master Planning and Design Work costs incurred by an Owner shall be paid from the Administration Portion of the RTIF collected by the City. The City will provide reimbursement to the Owners that incur such CIP Modification and Master Planning and Design Work costs pursuant to an individual reimbursement agreement to be entered into by and between City and Owner that will establish the amount of reimbursement available to the Owner, and subject to the terms of these Reimbursement Rules. Reimbursement for the CIP Modification and Master Planning and Design Work costs will be paid on a "first in, first out" basis, with the first CIP Modification and Master Planning and Design Work accepted or approved by the City eligible for the first reimbursement payments from the available Administration Portion of the RTIF, and subsequent CIP Modification and Master Planning and Design Work being eligible for reimbursement in the chronological order in which the work is accepted or approved by the City. In the event that there is not available Administration Portion of the RTIF to reimburse the Owner at the time the CIP Modification and Master Planning and Design Work is accepted or approved by City, the reimbursements shall be paid as the Portion of the RTIF becomes available. The City's Director of Administrative Services will determine, in their sole discretion, when sufficient funding from the Administration Portion of the RTIF is available for reimbursement, taking into account other costs required to be paid from the Administration Portion of the RTIF, such as City Attorney or staff costs.

City Will Reimburse Only From Cash Available. City shall only reimburse Owners from cash that is available for such reimbursement from CFD bond proceeds, cash payments made pursuant to agreements entered into with other Property Owners to fund the costs of such public improvements, or proceeds of RTIF payments. Reimbursement shall be

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limited to available CFD bond proceeds or funds obtained from other Owners. Nothing in this Agreement obligates, or shall be deemed to obligate, City to use General Fund monies or any other source of City revenues to satisfy any Owner's claim for reimbursement. City's obligation to reimburse Owner pursuant to this Agreement shall be limited to CFD bond proceeds or other funds actually received by City from other owners in accordance with the terms of existing agreements and procedures. Owners acknowledge and agree that the City shall collect RTIF funding for specific capital improvement projects to be constructed by the City, including but not limited to the CR 25A/SR 113 Interchange Project. The funding the City receives toward the CR 25A/SR 113 Interchange Project or any other RTIF funded capital improvement project to be constructed by the City will not be available for reimbursement to Property Owners. Following completion of the CR 25A/SR 113 Interchange Project, the City will review whether an adjustment to the CIP and fee program for the RTIF is possible, based on the amount of funding available at that time.

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EXHIBIT K

WRTP PROJECT FEES

[To be inserted]

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EXHIBIT L

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, L.P., a California limited partnership ("**Assignor**"), and _____, L.P., a California limited partnership ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____ (the "**Development Agreement**"), as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4 of the Development Agreement describes the process for assignment of the Development Agreement Rights, Duties and Obligations.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations.

2. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

3. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.2 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

4. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

5. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

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EXHIBIT "A"

PROPERTY

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EXHIBIT M

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attention: _____

Space Above this Line Reserved for Recorder's Use

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "**Assignment**") is made effective as of _____ ___, 20__ (the "**Effective Date**"), by and between _____, a _____ ("**Assignor**"), and ___, a _____ ("**Assignee**").

RECITALS

A. The City of Woodland (**"City"**) adopted Ordinance Number ____ on _____, 20__, authorizing entry into that certain Development Agreement by and between the City of Woodland (the "**City**") and Assignor, dated on or about _____, (the "**Development Agreement**") which was recorded on _____, 20__, as Document No. ____-_____ in the Official Records of the County Recorder for Yolo County, California (the "**Official Records**"). The Development Agreement as used herein shall mean, refer to, and include the Development Agreement, as well as any exhibits, addenda, operating memoranda, implementation agreements, amendments, and attachments thereto (which are hereby incorporated herein by this reference) as well as other documents expressly incorporated by reference in the Development Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.

B. The Development Agreement grants certain rights, duties, and obligations with respect to the development and improvement of certain real property in the City of Woodland, County of Yolo, State of California, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Entire Property**"), including, without limitation, with respect to the property described in attached **Exhibit "B"** (the "**Transferred Property**") as more particularly set forth in the Development Agreement (the "**Development Agreement Rights, Duties** and **Obligations**").

C. Paragraph 2.4.6 of the Development Agreement describes the process for the partial assignment of the Development Agreement Rights, Duties and Obligations.

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D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, each and all of Assignor's Development Agreement Rights, Duties and Obligations as they pertain and relate to the Transferred Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

6. Assignment. Effective as of the date of recordation of this Assignment, Assignor hereby assigns to Assignee all of the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property.

7. Acceptance and Assumption. Effective as of the date of recordation of this Assignment, Assignee hereby accepts the foregoing assignment of the Development Agreement Rights, Duties and Obligations from Assignor and unconditionally assumes and agrees to perform each and all of the duties, covenants, and obligations comprising the Development Agreement Rights, Duties and Obligations relating or pertaining to the Transferred Property, first arising from and after the date of recordation of this Assignment pursuant to the Development Agreement (collectively, the "**Assumed Obligations**").

8. Assignor Not Released. Assignor and Assignee acknowledge and agree that, pursuant to Section 2.4.6 of the Development Agreement, Assignor shall continue to be obligated under the Development Agreement unless and until Assignor is given a release in writing by the City.

9. ,Assignee Address. The principal address of Assignee for purposes of the Development Agreement is as follows:

_____
_____
_____
Attention: _____
E-mail: _____

10. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

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(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNEE:

_____,
a _____

By: _____
Name:_____
Title:_____

ASSIGNOR:

_____, a
_____

By: _____
Name:_____
Title:_____

The City of Woodland hereby consents to the foregoing Partial Assignment and Assumption of Development Agreement.

CITY:

The City of Woodland

By: _____
Name: _____
Its: _____

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EXHIBIT "A"

ENTIRE PROPERTY

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EXHIBIT "B"

TRANSFERRED PROPERTY

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TO:	THE MEMBERS OF THE PLANNING COMMISSION
AGENDA:	Planning Commission Meeting
DATE:	August 17, 2023
ITEM #:	I.3
SUBJECT:	Planning Commission Communication

Recommendation for Action: Staff recommends that the Planning Commission participate in a discussion regarding future communications with the Commission.

Staff Contact:
Erika Bumgardner, Principal Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Discussion:
At the request of the Planning Commission at its July 20, 2023 meeting, staff recommends that commission members hold a brief discussion to share ideas on how they would like to receive information about topics relevant to the Planning Commission's role, responsibilities and purview. Staff will provide a brief overview of the ways in which information is currently shared and made available to the public and advisory bodies.

Conclusion:
Staff recommends that the Planning Commission participate in a discussion regarding future communications with the Commission.

Attachments:
None