



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

November 7, 2023
6:00 PM

CITY COUNCIL
CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Sec. 54956.9)
Name of Case: *In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18- mn-2873; Case No. 2:23-cv-03147 (D.S.C)*

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. LAND ACKNOWLEDGEMENT

G. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor 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 CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council 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 City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council 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.

2. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

H. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

3. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

I. CONSENT CALENDAR

4. SUBJECT: Family Court Awareness Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation honoring Family Court Awareness Month.

5. SUBJECT: City Council Meeting Minutes of October 3, 2023 and October 17, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of October 3, 2023 and October 17, 2023 .

6. SUBJECT: Sustainability Advisory Committee Meeting Minutes of September 20, 2023

Recommendation for Action: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's September 20, 2023 meeting.

7. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter ending September 30, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending September 30, 2023.

8. SUBJECT: Revised Quarterly Salary Schedule effective October 1, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the revised Salary Schedule effective October 1, 2023.

9. SUBJECT: Ballot Argument Concerning Measure M - Funding and Construction of the Lower Cache Creek Flood Risk Management Project on the March 5, 2023 Ballot

RECOMMENDATION FOR ACTION: Staff recommends That the City Council establish a council subcommittee and appoint Mayor Pro Tempore Garcia Cadena and Councilmember Stallard as committee members to a prepare the

ballot argument for Measure M concerning the Lower Cache Creek Flood Risk Management Project on the March 5, 2023.

10. SUBJECT: Contract Amendment for Construction Management and Inspection Services for Improvements Associated with Prudler Phase 1 and Phase 2 Subdivision Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with UNICO Engineering Consultants, Inc. in the amount of \$340,000 and authorize the City Manager to execute the amendment.

11. SUBJECT: Approve Plans and Specification, and Authorize Bid Advertisement for the Spring Lake Recycled Water Project, CIP #17-07.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, approving the project plans and specifications, and authorizing bid advertisement for the Spring Lake Recycled Water Project, CIP 17-07.

12. SUBJECT: Lower Cache Creek Flood Risk Reduction Project, CIP 22-16; Approve Consultant Amendment #1 with ICF for Consulting Services.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to authorize the consultant services amendment #1 with ICF for the Lower Cache Creek Flood Risk Reduction Project for an amount up to \$128,740.

J. PUBLIC HEARINGS

13. SUBJECT: City Annexation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council hold a Public Hearing and take the following actions regarding the annexation of 764 acres into the City of Woodland:

1. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 1) Establishing Zoning Designations (Rezoning) for the Northeast Industrial, Pirmi, Barnard, Westucky, and Sports Park Annexation Areas and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Annexation Areas
2. Adopt Resolution No. _____ (Attachment 2), authorizing the City Manager to file an application with LAFCo initiating Annexation of Approximately 764 acres into the City of Woodland pursuant to the Cortese-Knox-Hertzberg Act (CKH) in compliance with the adopted Sphere of Influence and Urban Limit Line
3. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 5) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and California Compass Logistics Center, LLC
4. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 7) Approving the Northeast Annexation Area Development

Agreement by and between the City of Woodland and Knaggs Commercial Properties Company, L.P.

5. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 9) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Kilkenny-Marks Investors, LLC
6. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 11) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC
7. Adopt Resolution No. _____ (Attachment 13) Approving the Subordination Agreement by and between the City of Woodland and California Compass Logistics Center, LLC and Arena Investors, LP

K. REPORTS OF THE CITY MANAGER

14. SUBJECT: Parks and Recreation Facility Naming

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving revisions to the policy for naming parks and recreation facilities in Woodland.

L. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, November 7, 2023 was posted on Friday, November 3, 2023 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Ana B. Gonzalez
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: G.2
SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: H.3
SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Staff Contact:

Ana B. Gonzalez, City Clerk, (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background:

This calendar is being provided for planning purposes only and is intended to keep the Council apprised of upcoming agenda items and plan for upcoming Council items.

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED CITY COUNCIL LONG RANGE CALENDAR

November 21ST

REGULAR MEETING

Consent Calendar

2nd Reading – Annexations: Westucky, Barnard Court, North East Street, & Industrial Area

FY 2023/24 Quarterly Budget Update

Approve 2024 water quality testing amendment with BSK

Accept CIP 24-07 South Canal Storm Ditch Project as complete

Backflow Utilities Maintenance Worker III/IV Position

Librarian Job Description Updates

Authorize Additional Purchase Authority for Magnesium Hydroxide for the Water Pollution Control Facility

Rule 20A Undergrounding District

Public Hearing

Establishment of Rates for Public EV Chargers

Regular Calendar

Rotation of Mayor and Mayor Pro Tempore

December 5TH

REGULAR MEETING

City Council Meeting Minutes of November 7, 2023 and November 21, 2023

Accept CIP 22-04 2023 Water Main Replacement Project as complete

Approve plans and specs and authorize bidding, CIP 23-02 2024 Water Main Replacement Project

Fire Department Strategic Plan

December 19TH

REGULAR MEETING

City Council Meeting Schedule for 2024

City Council Committees Assignments for 2024

Award construction contract CIP 17-07 Spring Lake Recycled Water Project

Accept CIP 20-06 YBWL Culvert Replacement Project as complete

Future Topics / Study Sessions:

Departments Midyear Reports- (January)

Sports Park User Agreements - (January)

updated 11/3/2023



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.4
SUBJECT: Family Court Awareness Month Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a proclamation honoring Family Court Awareness Month.

Background:

November is Family Court Awareness Month. The month of November provides an excellent opportunity for the City of Woodland to demonstrate its support in recognizing the importance of a family court system that prioritizes child safety and acts in the best interest of children. With the recent passing of (SB 331-Rubio): Keeping Children Safe From Family Violence.



Ken Hiatt
City Manager

Attachments:

1. Proclamation Family Court Awareness Month



**PROCLAMATION
FAMILY COURT AWARENESS MONTH**

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

WHEREAS, the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value, and;

WHEREAS, the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, University of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice), and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby declare the Month of NOVEMBER, to be FAMILY COURT AWARENESS MONTH and we encourage all residents to support their local communities' efforts to prevent the harm of children in the hands of family members and to honor and value the lives of children.

DATED: November 7, 2023

Vicky Fernandez, Mayor

Tania Garcia-Cadena, Mayor Pro Tempore

Tom Stallard, Council Member

Mayra Vega, Council Member

Rich Lansburgh, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.5
SUBJECT: SUBJECT: City Council Meeting Minutes of October 3, 2023 and October 17, 2023

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of October 3, 2023 and October 17, 2023.

Staff Contact:

Ana B. Gonzalez, City Clerk, (530) 661-5806, ana.gonzalez@cityofwoodland.org

A handwritten signature in black ink, appearing to read "Ken Hiatt".

Ken Hiatt
City Manager

Attachments:

1. 10.03.23 Minutes_DRAFT
2. 10.17.23 Minutes_DRAFT

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, October 3, 2023

6:00 PM

City Council

CITY COUNCIL

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING 6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:01pm

B. ROLL CALL

Present: Members Garcia-Cadena, Stallard, Vega and Mayor Vicky Fernandez

Absent: Member Lansburgh

C. PLEDGE OF ALLEGIANCE

Prior to the Pledge of Allegiance, Mayor Fernandez asked for a moment of silence in memory of Senator Dianne Feinstein.

Pledge of Allegiance led by Joni Rubin with Thriving Pink.

D. LAND ACKNOWLEDGEMENT

Land Acknowledge read by Mayor Vicky Fernandez.

E. COMMUNICATIONS - PUBLIC COMMENT

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1. SUBJECT: General Public Comments

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Email received from A Concerned Citizen regarding Item No. 8.

F. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

G. CONSENT CALENDAR

Item No. 8 - Prior to approval of this item, City Attorney Ethan Walsh, under the Brown Act, was required to give a verbal report to the Council.

3. SUBJECT: Proclaim October 2023 as Breast Cancer Awareness Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation proclaiming October 2023 as Breast Cancer Awareness Month and acknowledging the local efforts of Thriving Pink.

Adopted a Proclamation proclaiming October 2023 as Breast Cancer Awareness Month and acknowledged the local efforts of Thriving Pink.

4. SUBJECT: Fire Prevention Week 2023

RECOMMENDATION FOR ACTION: City Council adopt a Proclamation recognizing October 8, 2023 through October 15, 2023 as Fire Prevention Week in Woodland.

Adopted a Proclamation recognizing October 8, 2023 through October 15, 2023 as Fire Prevention Week in Woodland.

5. SUBJECT: Community Enhancement Specialist Job Description

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the job description for the new job classification of Community Enhancement Specialist (Range 46).

Approved the job description for the new job classification of Community Enhancement Specialist (Range 46).

6. SUBJECT: City Council Meeting Minutes of September 5, 2023 and September 19, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of September 5, 2023 and September 19, 2023.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of September 5, 2023 and September 19, 2023.

7. SUBJECT: Sustainability Advisory Committee Minutes from July and August 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's July and August meetings.

Received minutes from the Sustainability Advisory Committee's July and August meetings.

8. SUBJECT: City Manager Amended and Restated Employment Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

adopt Resolution No. _____, Approving an Amended and Restated Employment Agreement Between the City of Woodland and Ken Hiatt for the position of City Manager.

Adopted RESOLUTION NO. 8159, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT WITH THE CITY MANAGER.

9. SUBJECT: Police Officer Hiring Incentive Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager and Police Chief to develop and implement a Police Officer Hiring Incentive Program that will include incentives consistent with the terms set forth in this staff report.

Adopted RESOLUTION NO. 8160, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER AND POLICE CHIEF TO DEVELOP AND IMPLEMENT A POLICE OFFICER HIRING INCENTIVE PROGRAM.

10. SUBJECT: Second Reading and Adoption of an Ordinance revising Sections within Chapter 9.28, "Offenses - Miscellaneous," to Title 9 of the Woodland Municipal Code

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1713, an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 9.28, "Offenses-Miscellaneous," to Title 9 of the Woodland Municipal Code.

Adopted ORDINANCE NO. 1713, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 9.28 OF TITLE 9 OF THE WOODLAND MUNICIPAL CODE RELATING TO OFFENSES-MISCELLANEOUS.

11. SUBJECT: Lower Cache Creek Flood Risk Reduction Project, CIP 22-16; Appropriate Project Funding, Approve Consultant Amendment #1 with Wood Rodgers for Consulting Services, Approve Consultant Agreement with HDR for Consulting Services, and Approve Consultant Amendment #11 with MBK for Consulting Services.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to:

1. Appropriate \$2,500,000 from Fund 2220, Sewer Enterprise Fund as an interfund loan; and
2. Authorize the consultant services amendment #1 with Wood Rodgers for the Lower Cache Creek Flood Risk Reduction Project for an amount up to \$150,000; and
3. Authorize the consultant services agreement with HDR for the Lower Cache Creek Flood Risk Reduction Project for an amount up to \$1,554,903.60; and
4. Authorize the consultant services amendment #11 with MBK for the Lower Cache Creek Flood Risk Reduction Project for an amount up to \$338,758

Adopted RESOLUTION NO. 8161, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING PROJECT FUNDING, APPROVING CONSULTANT AMENDMENT #1 WITH WOOD RODGERS, APPROVING CONSULTANT AGREEMENT WITH HDR, AND APPROVING CONSULTANT AMENDMENT #11 WITH MBK FOR ENGINEERING CONSULTING SERVICES.

12. SUBJECT: Contract Amendment #2 with West Yost for the Spring Lake Recycled Water Project, CIP #17-07

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to authorize the City Manager to execute contract amendment #2 with West Yost Associates (West Yost) for the Spring Lake Recycled Water Project, CIP #17-07, for an amount not to exceed \$17,668.

Adopted RESOLUTION NO. 8162, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONTRACT AMENDMENT WITH WEST YOST FOR SPRING LAKE RECYCLED WATER PROJECT, CIP 17-07.

13. SUBJECT: Appropriation to Fund 2012 for Fire Department Vehicle Replacements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to:

1. Appropriate \$24,860 to the Vehicle Replacement Fund (Fund 2012) to cover additional costs associated with the replacement of vehicle #074.
2. Appropriate \$109,809 to the Vehicle Replacement Fund (Fund 2012) for the replacement of vehicle #737.

Adopted RESOLUTION NO. 8163, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE APPROPRIATION OF \$134,669 TO FUND 2012 FOR THE PURCHASE OF REPLACEMENT VEHICLES FOR #074 AND 737.

On a motion by Council Member Stallard, seconded by Mayor Vicky Fernandez and carried on a 4-0 vote, Council Members approved Consent Calendar Items No. 3 through 13.

**AYES: Members Garcia-Cadena, Stallard, Vega and Mayor Vicky Fernandez
ABSENT: Member Lansburgh**

H. REPORTS OF THE CITY MANAGER

14. SUBJECT: Consideration of Ordinance to Provide for City Inspection of Backflow Devices

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of a revision to the ordinance of the City Council of the City of Woodland, California revising sections within Chapter 13.24.030, "Regulations," to Title 13 of the Woodland Municipal Code.

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Garcia-Cadena and carried on a 4-0 vote, Council Members introduced and waived the first reading of a revision to the ordinance of the City Council of the City of Woodland, California revising sections within Chapter 13.24.030, "Regulations," to Title 13 of the Woodland Municipal Code.

**AYES: Members Garcia-Cadena, Lansburgh, Stallard and Mayor Vicky Fernandez
ABSENT: Member Lansburgh**

15. SUBJECT: Updated Greenhouse Gas Inventory

RECOMMENDATION FOR ACTION: Staff recommends that the City Council direct staff to update the City's greenhouse gas (GHG) emissions inventory. Received an update from Communication & Strategic Policies Manager Spencer Bowen, on the City's greenhouse gas (GHG) emissions inventory.

I. ADJOURN

Meeting adjourned at 7:14 PM in memory of Kelley Palmer Wilcox, Evelia Genera, JoAnn Leach Larkey and Senator Dianne Feinstein.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, October 17, 2023

6:00 PM

City Council

**JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM**

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

Present: Members Garcia-Cadena, Lansburgh, Stallard, Vega and Mayor Vicky Fernandez

Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Paul Bridge.

D. LAND ACKNOWLEDGEMENT

Land Acknowledgement read by Mayor Vicky Fernandez.

E. COMMUNICATIONS - PUBLIC COMMENT

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None

1. SUBJECT: General Public Comments

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Emails received from Frank Reyes regarding Item No. 8 and Nancy Lea regarding Item No. 11.

F. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

Verbal updates provided by Council Members/Staff.

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Verbal updates provided by Council Members/Staff.

G. CONSENT CALENDAR

3. SUBJECT: 2023 Woodland Extra Mile Day Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council declare November 1, 2023 as "Extra Mile Day" in the City of Woodland.

Declared November 1, 2023 as "Extra Mile Day" in the City of Woodland. Mayor Vicky Fernandez presented the proclamation to Paul Bridge.

4. SUBJECT: Mexican-American Concilio 50th Anniversary Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation honoring the Concilio of Yolo County on their 50th Anniversary.

Adopted a proclamation honoring the Concilio of Yolo County on their 50th Anniversary. Mayor Vicky Fernandez presented the proclamation to Olga Nevarez, Jesse Ortiz, and Ramon Urbano.

5. SUBJECT: Woodland Hosts Lions 100 Years of Service Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation honoring Woodland Host Lions 100 Years of Service to the Woodland community.

Adopted a proclamation honoring Woodland Host Lions 100 Years of Service to the Woodland community. Council Member Stallard presented the proclamation to Jim Fuller and members of Woodland Host Lions.

6. SUBJECT: Community Services Department Quarterly Status Report for the First Quarter FY24

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the First Quarter FY24.

Received the Community Services Department Quarterly Status Report for the First Quarter FY24.

7. SUBJECT: Second Reading and Adoption of Ordinance to Provide for City Inspection of Backflow Devices

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1714, an Ordinance of the City Council of the City of Woodland Amending Section 13.24.030 of Chapter 13.24 of the Woodland Municipal Code to Allow for City Inspection of Backflow Prevention Devices.

Adopted ORDINANCE NO. 1714, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 13.24.030 OF CHAPTER 13.24 OF THE WOODLAND MUNICIPAL CODE TO ALLOW FOR CITY INSPECTION OF BACKFLOW PREVENTION DEVICES.

8. SUBJECT: Cooperative Agreement with Caltrans for County Road 25A at SR-113 Ultimate Interchange Improvement Project, CIP 21-14

RECOMMENDATION FOR ACTION: Staff recommends that the Council adopt Resolution No. _____, approving the Cooperative Agreement with the State of California Department of Transportation (Caltrans) regarding interchange improvements at State Route 113 and County Road 25A, and authorizing the City Manager to sign the Agreement on behalf of the City.

Adopted RESOLUTION NO. 8164, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A COOPERATIVE AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS).

9. SUBJECT: FY2024 Police Replacement Vehicle Purchase

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, (1) affirming the City Manager's determination that the City's public bidding requirement could be dispensed with for the purchase of thirteen replacement vehicles by utilizing the Statewide Contract for Fleet Vehicles; (2) authorizing the Police Department to purchase thirteen replacement vehicles; and (3) authorizing the City Manager to appropriate \$24,112 from the General Fund (1101) as a transfer to the Vehicle Replacement Fund (2012) and appropriate the same \$24,112 in the Vehicle Replacement Fund (2012) to record the expense of these vehicles.

Adopted RESOLUTION NO. 8165, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND (1) AFFIRMING THE CITY MANAGER'S DETERMINATION THAT THE CITY'S PUBLIC BIDDING REQUIREMENT COULD BE DISPENSED WITH FOR THE PURCHASE OF 13 REPLACEMENT BY UTILIZING THE STATEWIDE CONTRACT FOR FLEET VEHICLES; (2) AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE 13 REPLACEMENT VEHICLES; AND (3) AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$24,112 FROM THE GENERAL FUND (1101) AS A TRANSFER TO THE VEHICLE REPLACEMENT FUND (2012) AND APPROPRIATE THE SAME \$24,112 IN THE VEHICLE REPLACEMENT FUND TO RECORD THE EXPENSE OF THESE VEHICLES.

10. SUBJECT: Amendment to the Agreement with Tyler Technologies for Maintenance and Support of the Munis Enterprise Resource Planning System

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to amend the existing contract with Tyler Technologies for annual maintenance and support of the Tyler Munis Enterprise Resource Planning System.

Adopted RESOLUTION NO. 8166, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR A FOUR YEAR LICESE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES INC.

On a motion by Mayor Pro Tem Garcia-Cadena, seconded by Council Member Vega and carried unanimously on a 5-0 vote, Council Members approved Consent Calendar Items No. 3 through 10.

**AYES: Members Garcia-Cadena, Lansburgh, Stallard, Vega and Mayor Vicky Fernandez
NOES: None**

H. REPORTS OF THE CITY MANAGER

11. SUBJECT: Resolution Submitting a Measure to the Voters of the City of Woodland Amending Chapter 8.12 of the Woodland Municipal Code to Authorize the City to Accept Federal and State Funding Contributions for and to Construct the Lower Cache Creek Flood Risk Management Project at a Special Municipal Election to be Consolidated with the Statewide Primary Election to be held on March 5, 2024.

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, a Resolution of the City Council of the City of Woodland Submitting to the Qualified Voters of the City of Woodland a Measure Amending Section 8.12.010 of Chapter 8.12 of the Woodland Municipal Code to Authorize the City to Accept Federal and State Contribution of at Least \$300,000,000 or 99% of the Total Project Costs and to Further Authorize the Construction of the Lower Cache Creek Flood Risk Management Project at a Special Municipal Election to be Consolidated with the Statewide Primary Election to be held on March 5, 2024.

On a motion by Mayor Pro Tem Garcia-Cadena, seconded by Council Member Vega and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8167, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF WOODLAND A MEASURE AMENDING SECTION 8.12.010 OF CHAPTER 8.12 OF THE WOODLAND MUNICIPAL CODE TO AUTHORIZE THE CITY TO ACCEPT FEDERAL AND STATE CONTRIBUTION OF AT LEAST \$300,000,000 OR 99% OF THE TOTAL PROJECT COSTS AND TO FURTHER AUTHORIZE THE CONSTRUCTION OF THE LOWER CACHE CREEK FLOOD RISK MANAGEMENT PROJECT, AT A SPECIAL MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE PRIMARY ELECTION TO BE HELD ON MARCH 5, 2024; AND SETTING RULES AND DEADLINES FOR THE SUBMITTAL OF ARGUMENTS FOR AND AGAINST THE MEASURE.

**AYES: Members Garcia-Cadena, Lansburgh, Stallard, Vega and Mayor Vicky Fernandez
NOES: None**

12. SUBJECT: Armfield-Lemen Avenue Neighborhood Framework Study

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation and approve Resolution No. _____, accepting the Armfield/Lemen Neighborhood Framework Study as providing a foundation to assist in guiding future public and private reinvestment in the Armfield/Lemen Avenue neighborhood area.

On a motion by Council Member Lansburgh, seconded by Council Member Stallard and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 8168, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ACCEPTING THE ARMFIELD-LEMEN AVENUE NEIGHBORHOOD FRAMEWORK STUDY AS PROVIDING A FOUNDATION TO GUIDE FUTURE GROWTH IN THE ARMFIELD-LEMEN AVENUE NEIGHBORHOOD.

**AYES: Members Garcia-Cadena, Lansburgh, Stallard, Vega and Mayor Vicky Fernandez
NOES: None**

I. ADJOURN

Meeting adjourned at 7:38 PM in memory of the victims of the Israeli-Hamas war.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.6
SUBJECT: Sustainability Advisory Committee Meeting Minutes
of September 20, 2023

Recommendation for Action: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's September 20, 2023 meeting.

Staff Contact:

Spencer Bowen | (530) 661-5808, spencer.bowen@cityofwoodland.org

Discussion:

Highlights from the Sustainability Advisory Committee's Wednesday, September 20 meeting include:

- Staff reports to keep the SAC updated on the City's Comprehensive Zoning Code Update and BeeLine Microtransit
- Discussion about future outreach and engagement efforts

Conclusion:

Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's September 20, 2023 meeting.



Ken Hiatt
City Manager

Attachments:

1. SAC Meeting Minutes 9.20.23 APPROVED



Sustainability Advisory Committee

Meeting Minutes

September 20, 2023 – 6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:03 PM.

B. ROLL CALL

Present: Frankenbach, Aulman, Serena, Muñoz, Peterson, Ullrey, Grandia (arrived at 6:30 PM)

Absent: Whitaker, Green

C. PUBLIC COMMENTS

This is an opportunity for the public to comment on items not on the agenda. Comments may be presented in person or emailed to SACmeetings@cityofwoodland.org and limited to three (3) minutes when read aloud.

D. MEMBER REPORTS

This is an opportunity for members of the Committee to report on relevant activities or topics related to the Committee's charge.

Rolf: Plans to meet with Mark, the Woodland Tree Foundation, and a representative from the Master Gardeners, trying to see where they could work together to plant more trees to address heat islands. Robert mentions that the Governor's Office of Policy & Research has a mapping application that displays heat islands.

Mark: Urban Forest Management Plan locates areas where the consultant could make planting plans to mitigate heat, City has given permission to plant trees in municipal parking lots, Woodland Tree Foundation & the City has planted trees that are drought tolerant and heat resistant, planted in Richard Gonzales Park; U.C. Davis Arboretum has developed similar plans, so Mark and Rolf are going to meet with them to align their efforts. Robert asks if there are plans to incorporate native species, Mark will report on that moving forward.

Adelita: County public survey for the Climate Action and Adaptation Plan has been extended for additional outreach, requests that City push additional outreach through social media and EnviroWoodland.

Robert: Legislative report – AB817 which would allow teleconferencing for advisory committees did not pass, AB57 extends teleconferencing guidelines during state declared emergency situations, AB1573 would have required all cities and local governments to plant a certain percentage of native plants in public spaces did not pass, morphed into a water

landscaping ordinance, will probably be back next year. Cache Creek Conservancy is doing a creek clean up on Saturday 9/23, Spencer sent the information out.

E. STAFF REPORTS

Spencer: Greenhouse gas inventory bill that would have allowed cities to request regular GHG inventories from the California Air Resources Board did not pass. On Monday 9/18, new point-to-point transit “BeeLine” launched by YoloBus, users can order rides on the app or by calling the YoloBus dispatch line, ADA accessible and will soon have bike racks.

- a. **RECOMMENDATION FOR ACTION:** Staff recommends that the Sustainability Advisory Committee receive updates from the City of Woodland, including the Comprehensive Zoning Process and SAC's Court Street Funding Recommendation

Comprehensive Zoning Process Update: As of last night 9/19, Comprehensive Zoning Update is available for public review. For the October meeting, Spencer plans to facilitate a presentation from City Staff to the SAC on key portions of the code that might be of interest, having a workshop, or sending some light homework before that meeting with some short videos that explain key portions of the update to discuss. Update was given to City Council last night 9/19, full presentation to Planning Commission tomorrow night 9/21, and then a series of public workshops. Initial deadline for feedback is 10/27.

Court Street Funding Recommendation Update: Total estimate for green striping bike infrastructure from West to East on Court Street comes to \$227,000. Robert clarifies that there will be about \$150,000 left after this project and confirms that committee is still interested in this effort.

County x City Collaboration: Caltrans Sustainable Communities grant awarded last week that will support ZEV public fleet transition and planning ZEV charger placement throughout the county. Most recent GHG inventory was performed by Ascent Environmental, prepared a tool for county and cities within county to complete ongoing GHG inventory updates. Committee emphasizes that consistency with ongoing GHG updates is important and that Excel sheets can be turned into dashboards for the public.

F. MINUTES

- a. **RECOMMENDATION FOR ACTION:** Staff recommends that the Sustainability Advisory Committee approve its August 2023 minutes

Mark: First page, paragraph 1 should say “initial” instead of financial. Green schoolyards grant is moving forward \$10.2 M for 5 campuses.

Robert moves to adopt minutes with corrections, Rolf seconds. passes unanimously, Liza abstains.

G. BUSINESS ITEMS

- a. **RECOMMENDATION FOR ACTION:** Staff recommends that the SAC continue discussions regarding outreach and engagement as led by the ad-hoc Outreach Subcommittee

Discussed generating more visibility for sustainability efforts, hosting another community engagement session (“Green Drinks”) at a local business (Morgan’s Mill or Blue Note) to introduce SAC and the work that they are doing, encouraging folks to engage with the efforts. Planning for Friday November 17 in the evening, City and EnviroWoodland could help promote once details are set and flyer is made. Idea is to bring people together and eventually hold a formal Town Hall with an engaged group for a focused conversation, people can share their sustainability tips and help each other learn and take action, gives a space for people to communicate concerns with SAC members.

H. WORK GROUP UPDATES

I. LONG RANGE CALENDAR

- a. **RECOMMENDATION FOR ACTION:** Staff recommends that the Sustainability Advisory Committee receive the Long Range Calendar for informational purposes only.

Robert requests to add BeeLine presentation, Active Transportation Plan update, & CA Native Plant Society presentation (new Yolo & Colusa chapter).

Committee discusses different sustainability programs and how they could apply to the City of Woodland.

J. ADJOURN

Meeting adjourned at 7:35 PM.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.7
SUBJECT: Quarterly Treasurer's Investment Report for the Quarter ending September 30, 2023

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending September 30, 2023.

Staff Contact:

Kim McKinney, Administrative Services Director, (530) 661-5849, Kim.McKinney@cityofwoodland.org

Fiscal Impact:

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background:

Each quarter, staff is required to provide the City Council with a report from the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Baird Investments to implement its investment strategy with the objective of increasing yield and generating additional investment earnings while, at the same time, ensuring that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:

As of September 30, 2023, the City treasury consisted of investments with a total book value of \$236,796,256. The City changed its investment strategy and began investing its readily available funds (liquid funds) in the California Asset Management Program (CAMP) instead of the Local Agency Investment Fund (LAIF) due to a higher yield. CAMP utilizes the seven-day yield method for estimating the annualized yield of their fund, which is the industry standard for money market funds. The seven-day yield for CAMP was 5.58% as of September 2023. The yield on LAIF balances for the quarter ending September 2023 was 3.534% and the average yield on the City of Woodland's investments as of September 30, 2023 was 2.31%. This results in an overall portfolio yield, combining all investments, CAMP, and LAIF of 3.29%.

The City Investment Policy has established an investment yield benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending September 2023 was 5.32%. The City is below the

benchmark by 2.03%. This is common in environments of climbing interest rates and the City's portfolio will continue to get closer to the benchmark over time. The City's investment strategy is to maintain 30% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of 1.90 years, and achieve a market rate of return of 4.49% based on the parameter of allowable investments. As of September 30, 2023, the City maintained 38.19% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of 1.54 years, and achieved a market rate of return of 3.05%. The City target yield is below the market rate of return by 1.441%.

Over the last several years, the investment market has been very volatile. During 2020, in response to the Corona Virus Pandemic, the Federal Reserve reduced its benchmark rate to a target range of 0%. This unexpected decrease in the Federal Reserve's benchmark rate led to a significant increase in the amount of "calls" on the City's investments. An investment is "called" when the institution that issued the investment security redeems it (or cashes it out), typically at par value, plus accrued interest, prior to the maturity date. Investment calls are common and staff projects when we expect them to occur as part of our investment planning, but these calls occur much more frequently when investment rates are declining, as was the case for virtually all of 2020 and 2021. The Federal Reserve has begun to reverse direction and has increased its benchmark rate multiple times over the course of the last few years, and has signaled that they will continue to make increases in an effort to help curb inflation in the economy. This will likely result in increasing rates for available investments, and therefore the City does not expect any of its investments to be called over the next quarter.

Over the next quarter, the City will continue its focus on its objectives of safety, liquidity, and return on investment. The City will continue to invest in high-quality credit worthy securities and will continue to implement and evaluate its investment strategy. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City's return on investment while maintaining compliance with the City's adopted Investment Policy.

Staff continues to explore opportunities to implement a Community Reinvestment component within the overall investment portfolio. The City has become a participant in the CalRise program offered by the California Statewide Communities Development Act (CSCDA), but that program has been largely inactive since its inception. Staff also continue to evaluate direct investment opportunities with local banks within the community.

The attached report provides a summary of the City's current investments, including the investment interest rates as they have matured, and current rates for new investments. All activities comply with the existing Investment Policy approved by the City Council. Additionally, a glossary of investment terminology and a report titled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond trustees.

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended September 30, 2023.

Prepared By: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Woodland Investment Portfolio Review 09-30-2023

**CITY OF WOODLAND
INVESTMENT REPORT**

September-23

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT	AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)	\$3,184,717	1.3%
California Asset Management Program (CAMP)	\$70,010,858	29.6%
US Government Agency Securities	\$95,166,375	40.2%
Corporate Securities	\$62,613,368	26.4%
Municipal Securities	\$5,820,938	2.5%
TOTAL	\$236,796,256	100.0%

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Federal National Mortgage Association	6/4/2025	0.71	9/4/2021	\$3,000,000	\$3,000,000	\$2,771,169	3136G4WA7
Federal Home Loan Mortgage Corp	6/25/2025	0.70	6/25/2022	\$2,000,000	\$2,000,000	\$1,841,611	3134GVR26
Federal Farm Credit Bank	7/29/2025	0.58	7/29/2022	\$2,000,000	\$2,000,000	\$1,836,696	3133ELZ80
Federal Farm Credit Bank	8/4/2025	0.68	7/5/2021	\$2,000,000	\$2,000,000	\$1,834,421	3133ELZU7
Federal National Mortgage Association	8/26/2025	0.60	8/26/2021	\$2,000,000	\$2,000,000	\$1,827,321	3136G4X32
Federal National Mortgage Association	10/20/2025	0.58	10/27/2021	\$2,000,000	\$2,000,000	\$1,816,373	3135G06A6
Federal Home Loan Mortgage Corp	10/27/2025	0.54	10/27/2022	\$2,000,000	\$2,000,000	\$1,813,279	3134GW426
Federal National Mortgage Association	11/25/2025	0.58	11/25/2022	\$3,000,000	\$3,000,000	\$2,716,333	3135GA5H0
Federal Farm Credit Bank	12/1/2025	0.56	12/1/2022	\$2,000,000	\$2,000,000	\$1,805,439	3133EMJC7
Federal Farm Credit Bank	12/23/2025	0.50	7/5/2021	\$2,000,000	\$2,000,000	\$1,798,425	3133EMLR1
Federal National Mortgage Association	12/30/2025	0.64	12/30/2021	\$2,000,000	\$2,004,000	\$1,802,877	3135G06Q1
Federal Home Loan Bank	2/12/2026	0.52	8/12/2021	\$2,000,000	\$1,999,000	\$1,790,196	3130AKWA0
Federal Home Loan Bank	2/23/2026	0.58	2/23/2022	\$1,750,000	\$1,745,625	\$1,566,743	3130ALBX1
Federal Farm Credit Bank	3/9/2026	0.80	3/9/2023	\$3,000,000	\$3,000,000	\$2,696,714	3133EMSU7
Federal Home Loan Bank	3/30/2026	1.03	9/30/2021	\$3,000,000	\$3,000,000	\$2,706,854	3130ALV68
Federal Farm Credit Bank	5/4/2026	1.00	8/4/2021	\$3,000,000	\$3,000,000	\$2,696,000	3133EMYE6
Federal Home Loan Bank	5/18/2026	1.00	11/18/2021	\$3,000,000	\$3,000,000	\$2,692,364	3130AMFD9
Federal Home Loan Bank	6/16/2026	0.95	3/16/2022	\$3,000,000	\$3,000,000	\$2,679,943	3130AMPJ5
Federal Home Loan Bank	6/30/2026	0.86	N/A	\$5,000,000	\$5,000,000	\$4,449,168	3130AMWB4
Federal Home Loan Bank	7/13/2026	1.02	N/A	\$5,000,000	\$5,000,000	\$4,460,282	3130AN2L3
Federal Home Loan Bank	9/14/2026	0.93	N/A	\$2,000,000	\$2,000,000	\$1,768,113	3130ANU73
Federal Home Loan Bank	1/28/2027	1.75	N/A	\$2,250,000	\$2,247,750	\$2,016,545	3130AQKM4
Federal Home Loan Bank	4/29/2027	3.00	N/A	\$5,000,000	\$5,000,000	\$4,663,122	3130ARMS7
Federal Home Loan Bank	3/8/2024	3.25	N/A	\$4,000,000	\$3,936,000	\$3,959,679	3130A0XE5
Federal Home Loan MTG CORP	2/24/2025	3.75	N/A	\$3,835,000	\$3,835,000	\$3,736,456	3134GXS70
Federal Home Loan Bank Cons	6/29/2026	4.00	N/A	\$3,000,000	\$2,964,000	\$2,922,962	3130AT6Q5
Federal Home Loan Bank	8/20/2026	4.58	N/A	\$4,000,000	\$3,516,000	\$3,576,226	3130ANMH0
Federal Home Loan Bank	10/28/2027	5.70	N/A	\$4,000,000	\$4,000,000	\$3,949,435	3130ATQL4
Federal Home Loan Bank MTN	2/14/2028	4.70	N/A	\$3,000,000	\$2,983,500	\$2,903,676	3130AUVE1
Federal Home Loan Bank MTN	2/22/2028	5.47	N/A	\$4,000,000	\$3,989,000	\$3,929,060	3130AUX33
Federal Farm Credit CR BKS	2/27/2023	4.67	N/A	\$3,000,000	\$2,937,750	\$2,885,882	3133ENC99
Federal Farm CR BKS	7/17/2028	4.25	N/A	\$2,500,000	\$2,508,750	\$2,437,767	3133EPQD0
Federal Home LN MTG Corp	7/28/2028	5.75	na	\$2,500,000	\$2,500,000	\$2,461,066	3134GYXC1

Total US Government Agency Securities

\$95,835,000 \$95,166,375 \$88,812,196

Total Non US Government Agency Securities

				\$0	\$0	\$0	
Citibank	1/23/2024	3.65	N/A	\$1,000,000	\$1,036,710	\$993,176	17325FAS7
Citibank	1/23/2024	3.65	N/A	\$569,000	\$604,710	\$565,117	17325FAS7
Charles Schwab	2/1/2024	3.55	N/A	\$600,000	\$623,478	\$595,022	808513AY1
US Bancorp	2/5/2024	3.38	N/A	\$1,000,000	\$1,026,700	\$989,744	91159HHV5
Apple	2/9/2024	3.00	N/A	\$500,000	\$505,235	\$495,182	037833CG3
IBM	2/12/2024	3.63	N/A	\$500,000	\$528,850	\$496,040	459200HU8
Home Depot	2/15/2024	3.75	N/A	\$1,000,000	\$1,074,300	\$993,217	437076BC5
Illinois Tool Works	3/1/2024	3.50	N/A	\$1,000,000	\$1,050,720	\$990,264	452308AT6
Pepsico	3/1/2024	3.60	N/A	\$1,000,000	\$1,069,750	\$991,623	713448CM8
Apple	5/6/2024	3.45	N/A	\$1,000,000	\$1,037,300	\$987,553	037833AS9
Bank of New York Mellon	5/15/2024	3.40	N/A	\$1,000,000	\$1,039,920	\$984,530	06406HCV9
HSBC	6/23/2024	3.50	N/A	\$500,000	\$527,365	\$490,472	40434CAD7
American Honda Finance	6/27/2024	2.40	N/A	\$500,000	\$505,140	\$487,564	02665WCZ2
US Bancorp	7/30/2024	2.40	N/A	\$500,000	\$509,055	\$485,723	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	\$500,000	\$506,245	\$485,723	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	\$1,000,000	\$1,029,250	\$971,447	91159HHX1
Air Products & Chemicals	7/31/2024	3.35	N/A	\$1,000,000	\$1,059,210	\$981,940	009158AV8
Amazon	8/22/2024	2.80	N/A	\$500,000	\$517,425	\$487,651	023135A29
United Parcel Service	9/1/2024	2.20	N/A	\$500,000	\$502,340	\$484,603	911312BT2

**CITY OF WOODLAND
INVESTMENT REPORT**

	<i>Maturity Date</i>	<i>Interest</i>	<i>Call Date</i>	<i>PAR Amount</i>	<i>Principal Amount</i>	<i>Current Market Value</i>	<i>Security ID</i>
Coke	9/6/2024	1.75	N/A	\$500,000	\$499,285	\$482,633	191216CL2
Estee Lauder	12/1/2024	2.00	N/A	\$1,000,000	\$1,014,350	\$959,571	29736RAN0
Estee Lauder	12/1/2024	2.00	N/A	\$1,000,000	\$1,004,020	\$959,571	29736RAN0
Toyota	2/13/2025	1.80	N/A	\$1,000,000	\$1,001,380	\$949,926	89236TGT6
WW Grainger	2/15/2025	1.85	N/A	\$1,500,000	\$1,545,900	\$1,424,297	384802AE4
Precision Castpart	6/15/2025	3.25	N/A	\$1,000,000	\$1,111,990	\$964,188	740189AM7
Wells Fargo	6/17/2025	1.50	6/17/2022	\$1,000,000	\$1,000,000	\$902,646	95001DAD2
JPMorgan Chase & Co	6/23/2025	1.05	6/23/2024	\$1,000,000	\$1,000,000	\$912,045	48128GU40
Bank of America	11/25/2025	0.65	11/25/2021	\$1,000,000	\$1,000,000	\$898,000	06048WK41
JPMorgan Chase & Co	12/22/2025	0.83	12/22/2023	\$1,000,000	\$1,000,000	\$882,893	48128GY53
United Health Group	1/15/2026	1.25	N/A	\$1,000,000	\$1,016,620	\$910,761	91324PDW9
Public Storage	2/15/2026	0.88	1/15/2026	\$2,000,000	\$1,984,600	\$1,794,659	74460WAA5
JP Morgan Chase	2/17/2026	0.50	2/17/2023	\$1,000,000	\$1,000,000	\$895,038	46632FRV9
Caterpillar	3/2/2026	0.90	N/A	\$1,200,000	\$1,195,920	\$1,080,473	14913R2K2
United Health Group	5/15/2026	1.15	4/15/2026	\$500,000	\$501,660	\$449,434	91324PEC2
Bank of America	8/26/2026	1.25	8/26/2022	\$2,000,000	\$2,000,000	\$1,726,535	06048WN22
Apple Incorporated	9/11/2026	2.05	N/A	\$2,000,000	\$2,057,960	\$1,834,829	037833DN7
Deere John Capital Corp	10/13/2026	1.30	N/A	\$1,000,000	\$993,670	\$891,145	24422EVW6
BK Of America Corp	11/19/2026	1.65	N/A	\$1,000,000	\$1,000,000	\$874,927	06048WQ29
JPMorgan Chase FINL CO LLC	11/30/2026	1.50	N/A	\$1,000,000	\$1,000,000	\$876,587	48130UZH1
JPMorgan Chase & Company	5/13/2024	3.63	N/A	\$500,000	\$513,400	\$493,067	46625HJX9
United Parcel Service	9/1/2024	2.20	N/A	\$1,000,000	\$1,000,000	\$969,205	911312BT2
Bank Of New York Mellon Corp	2/24/2025	3.00	N/A	\$2,000,000	\$2,030,560	\$1,922,945	06406HDA4
John Deere Capital Corporation	3/7/2025	2.13	N/A	\$1,500,000	\$1,491,000	\$1,428,524	24422EWB1
Emerson Electric Company	10/15/2026	0.88	N/A	\$3,500,000	\$3,352,930	\$3,073,695	291011BP8
IBM CORPS	1/27/2027	3.30	N/A	\$2,000,000	\$1,936,420	\$1,869,131	459200JR3
COMCAST Corp	2/1/2027	3.30	N/A	\$2,000,000	\$1,933,020	\$1,865,219	20030NBY6
TSMC Arizona Corp	04/22/2027	3.88	N/A	\$2,000,000	\$1,969,240	\$1,904,441	872898AF8
ATOMS Engergy Corp	6/15/2027	3.00	N/A	\$2,000,000	\$1,911,000	\$1,845,453	049560AN5
Amazon Com INC SR GLBL	8/22/2027	3.15	N/A	\$3,000,000	\$2,804,340	\$2,787,550	023135BC9
TSMC Arizona Corp	4/22/2027	5.28	N/A	\$2,000,000	\$1,888,300	\$1,904,441	872898AF8
Qualcomm INC	5/20/2027	3.25	N/A	\$2,250,000	\$2,096,100	\$2,096,115	747525AU7
Meta Platforms INC GLBL NT	5/15/2028	4.60	N/A	\$2,000,000	\$1,986,000	\$1,954,166	30303M8L9
Total Corporate Securities				\$62,619,000	\$62,613,368	\$58,740,704	
San Francisco City & County CA Public Utility Company REV TXBL	11/1/2023	2.81	N/A	\$455,000	\$485,799	\$453,963	79765R3V9
Sacramento County CA TXBL REV Sanitation District FA REF-Ser	12/1/2023	3.20	N/A	\$450,000	\$477,329	\$448,250	786134VD5
Los Angeles CA GO TXBL REF-Series A	9/1/2024	2.84	N/A	\$1,000,000	\$1,079,870	\$976,250	544351KT5
California ST Municipal FA REV TXBL Harvey Mudd College	12/1/2024	1.85	N/A	\$595,000	\$603,520	\$569,094	13048VNZ7
Totota MTR CR Corp	1/13/2025	1.45	N/A	\$1,000,000	\$975,700	\$949,499	89236TJT3
University of California REV TXBL Limited Project REF-Series J	5/15/2025	3.36	N/A	\$2,000,000	\$2,198,720	\$1,934,480	91412GXQ3
Total Municipal Securities				\$5,500,000	\$5,820,938	\$5,331,534	
Total of LAIF Funds & Investments Detail					\$236,796,256		
Check Total (Should be zero)					0		

CASH ACCOUNTS as of 03/31/23

Bank Accounts with U.S. Bank	\$8,650,441
Petty Cash	\$2,778
Cash with Fiscal Agent	\$6,555,297
Funds Held By Section 115 Pension Trust	\$11,977,136

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	\$0
Prior Quarters Interest Earned - LAIF	\$0
Prior Quarters Interest Earned - CAMP	\$0
Total Interest Received	<u>\$0</u>
Interest Received from July, 2023 to September 30, 2023	<u>\$2,017,503</u>
Total Fiscal Year-to-Date Interest Received	<u><u>\$2,017,503</u></u>

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

**CITY OF WOODLAND
ACTIVITY REPORT**

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF TREASURER				
07/01/23	Month Beginning Balance			\$5,144,402
07/14/23	Quarterly Interest	\$40,315		\$5,184,717
07/14/23	Withdrawal		\$2,000,000	\$3,184,717
08/01/23	Month Beginning Balance			\$3,184,717
08/31/23	Month End Balance			\$3,184,717
09/01/23	Month Beginning Balance			\$3,184,717
09/03/23	Month End Balance			\$3,184,717
CAMP PFM Asset Management LLC				
07/01/23	Month Beginning Balance			\$86,031,732
07/25/23	Transfer - IN	\$3,000,000		\$89,031,732
07/27/23	Transfer - Out		\$23,000,000	\$66,031,732
07/31/23	Accrual Income Dividend Reinvestment	\$348,192		\$66,379,924
07/31/23	Month End Balance			\$66,379,924
08/01/23	Month Beginning Balance			\$66,379,924
08/22/23	Transfer - In	\$5,000,000		\$71,379,924
08/31/23	Transfer - Out		\$7,000,000	\$64,379,924
08/31/23	Accrual Income Dividend Reinvestment	\$317,660		\$64,697,584
09/01/23	Month Beginning Balance			\$64,697,584
09/07/23	Transfer - In	\$5,000,000		\$69,697,584
09/27/23	Accrual Income Dividend Reinvestment	\$313,273		\$70,010,858
09/30/23	Month End Balance			\$70,010,858
Bonds and Other Investments				
07/01/23	Month Beginning Balance			\$131,995,702
07/26/23	Federal Farm CR BKS CONS BD		\$2,511,997	\$129,483,705
07/28/23	Federal Farm LN MTG Corp		\$2,500,799	\$126,982,907
09/01/23	Los Angeles CA Go TXBL Ref	\$1,925,000		\$128,907,907
09/30/23	Toyota Motor Credit Corp	\$10,000,000		\$138,907,907
09/30/23	Month End Balance			\$138,907,907
END OF MONTH TOTAL DEBITS				\$212,103,482

Cash with Fiscal Agent

<u>2014 Wastewater Revenue Bonds</u>	Beginning Balance	Activity - 07/31/2023	Activity - 08/31/2023	Activity - 09/30/2023		Ending Balance
Revenue fund	\$0.99	\$0.00	\$36,000.00	(\$35,999.96)	US Bank Mmkt 5 -Ct	\$1.03
Interest fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
<u>2022 Wastewater Revenue Bonds</u>	Beginning Balance	Activity - 07/31/2023	Activity - 08/31/2023	Activity - 09/30/2023		Ending Balance
Revenue fund	\$0.05	\$0.00	\$411,901.11	(\$411,847.08)	US Bank Mmkt 5 -Ct	\$54.08
Interest fund	\$44.98	\$0.17	\$0.18	(\$44.97)	US Bank Mmkt 5 -Ct	\$0.36
Principal Fund	\$26.84	\$0.10	\$0.11	\$0.11	US Bank Mmkt 5 -Ct	\$27.16
<u>CFD - Gibson Ranch</u>						
Revenue fund	\$4,839.04	\$18.12	\$202,782.93	(\$207,574.56)	Cash Mgmt-1st Am Treasury	\$65.53
Interest fund	\$3.91	\$0.01	\$0.02	(\$3.90)	Cash Mgmt-1st Am Treasury	0.04
Principal Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Reserve fund	\$227,692.85	\$852.77	\$894.43	\$933.67	Cash Mgmt-1st Am Treasury	\$230,373.72
Redemption fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
Sinking Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Treasury	\$0.00
<u>Spring Lake 2013</u>						
Special Tax Fund	\$354.35	\$1.32	\$1.39	(\$354.22)	Cash Mgmt-1st Am Govt Oblig	\$2.84
Interest Fund	\$42.82	\$0.16	\$394,831.52	(\$394,770.49)	Cash Mgmt-1st Am Govt Oblig	\$104.01
Principal Fund	\$1.39	\$0.01	\$1,189,998.61	(\$1,189,687.54)	Cash Mgmt-1st Am Govt Oblig	\$312.47
Reserve fund	\$2,119,248.08	\$7,888.78	\$8,294.20	\$8,664.25	Cash Mgmt-1st Am Govt Oblig	\$2,144,095.31
Prepayment Fund	\$1.81	\$0.01	\$34,998.19	(\$34,990.80)	Cash Mgmt-1st Am Govt Oblig	\$9.21
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
<u>Spring Lake 2016</u>						
Special Tax Fund	\$15,517.11	\$57.76	\$60.73	(\$15,511.43)	Cash Mgmt-1st Am Govt Oblig	\$124.17
Interest Fund	\$21.46	\$0.08	\$457,031.81	(\$456,993.18)	Cash Mgmt-1st Am Govt Oblig	\$60.17
Principal Fund	\$7.35	\$0.03	\$161,642.65	(\$161,628.75)	Cash Mgmt-1st Am Govt Oblig	\$21.28
Reserve Fund	\$1,058,497.25	\$3,940.20	\$4,142.69	\$4,327.52	Cash Mgmt-1st Am Govt Oblig	\$1,070,907.66
Proceeds Fund	\$0.20	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.20
<u>Spring Lake 2019</u>						
Special Tax Fund	\$387.40	\$1.44	(\$387.32)	\$99.09	Cash Mgmt-1st Am Govt Oblig	\$100.61
Interest Fund	\$124.97	\$0.47	\$477,312.56	(\$477,374.33)	Cash Mgmt-1st Am Govt Oblig	\$63.67
Principal Fund	\$13.05	\$0.05	\$266,186.95	(\$266,165.00)	Cash Mgmt-1st Am Govt Oblig	\$35.05
Reserve Fund	\$1,483,754.07	\$5,523.19	\$5,807.03	\$6,066.12	Cash Mgmt-1st Am Govt Oblig	\$1,501,150.41
Capitalized Interest Fund	\$154,439.41	\$574.89	\$604.44	\$631.40	Cash Mgmt-1st Am Govt Oblig	\$156,250.14
Proceeds Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
<u>Spring Lake 2021</u>						
Special Tax Fund	\$366.89	\$1.37	\$1.44	\$501.51	Cash Mgmt-1st Am Govt Oblig	\$871.21
Interest Fund	\$18.68	\$0.07	\$410,200.07	(\$410,146.07)	Cash Mgmt-1st Am Govt Oblig	\$72.75
Principal Fund	\$15.01	\$0.06	\$225,000.06	(\$224,970.40)	Cash Mgmt-1st Am Govt Oblig	\$44.73
Bond Reserve Fund	\$1,296,447.80	\$4,825.96	\$5,073.97	\$5,300.34	Cash Mgmt-1st Am Govt Oblig	\$1,311,648.07
Proceeds Fund	\$0.00	\$0.00	\$0.00	\$0.00	Cash Mgmt-1st Am Govt Oblig	\$0.00
Acquisition & Construction	\$44.57	\$0.17	\$0.17	\$0.18	Cash Mgmt-1st Am Govt Oblig	\$45.09
<u>Safe Drinking Water State Revolving Fund 2014</u>						
Payment Fund	\$5.67	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$5.67
Reserve fund	\$138,793.96	\$0.57	\$0.59	\$0.59	US Bank Mmkt 5 -Ct	\$138,795.71
<u>Water Revenue Bonds 2021</u>						
Green Bonds	\$318.19	\$1.18	\$202,171.26	(\$202,436.25)	US Bank Mmkt 5 -Ct	\$54.38
Interest Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Redemption Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
Issuance Fund	\$0.00	\$0.00	\$0.00	\$0.00	US Bank Mmkt 5 -Ct	\$0.00
TOTAL						\$6,555,296.73

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.8
SUBJECT: Revised Salary Schedule effective October 1, 2023

Recommendation for Action: Staff recommends that the City Council approve the revised Salary Schedule effective October 1, 2023.

Staff Contact:

Sheila McShane, Human Resources Manager, (530) 661-5807, sheila.mcshane@cityofwoodland.org

Fiscal Impact:

The action to approve the revisions to the salary schedule has no direct fiscal impact. Relevant salaries were calculated and assumed in the Fiscal Year 2023/24 budget.

Background:

The California Public Employees' Retirement System (CalPERS) requires that the City Council adopt and approve the citywide salary schedule on a quarterly basis. This staff report serves to meet the CalPERS requirement for the revised salary schedule effective October 1, 2023.

Conclusion:

Staff recommends that the City Council approve the revised Salary Schedule effective October 1, 2023.

Prepared by: Sheila McShane, Human Resources Manager

Reviewed by: Kim McKinney, Administrative Services Director

A handwritten signature in black ink, appearing to read "Ken Hiatt", is positioned above the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. Oct 2023 Salary Schedule

CITY OF WOODLAND - SALARY SCHEDULE

Effective October 1, 2023

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I	116	MM	\$5,493.79	\$5,768.48	\$6,056.90	\$6,359.74	\$6,677.73	\$7,011.62		
Accountant II	120	MM	\$6,064.11	\$6,367.32	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Accounting Technician	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Administrative Clerk I	28	GS	\$3,080.20	\$3,234.21	\$3,395.92	\$3,565.73	\$3,744.00	\$3,931.20		
Administrative Clerk II	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Administrative Clerk III	36	GS	\$3,752.93	\$3,940.58	\$4,137.62	\$4,344.50	\$4,561.73	\$4,789.82		
Administrative Secretary	42	GS	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69		
Administrative Supervisor	47	GS	\$4,924.17	\$5,170.38	\$5,428.90	\$5,700.34	\$5,985.37	\$6,284.63		
Aquatics Coordinator	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Aquatics Supervisor	48	GS	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74		
Assist City Manager/Comm & Econ Dev Dir	Contract		\$12,463.47				\$16,001.30			
Assistant Engineer	125	MM	\$6,860.98	\$7,204.03	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Assistant Planner	118	MM	\$5,771.90	\$6,060.50	\$6,363.52	\$6,681.71	\$7,015.78	\$7,366.57		
Associate Civil Engineer	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Associate Engineer	127	MM	\$7,208.32	\$7,568.74	\$7,947.16	\$8,344.54	\$8,761.76	\$9,199.85		
Associate Planner	124	MM	\$6,693.64	\$7,028.32	\$7,379.74	\$7,748.72	\$8,136.17	\$8,542.97		
Building Inspection Services Manager	132	MM	\$8,155.55	\$8,563.33	\$8,991.49	\$9,441.07	\$9,913.13	\$10,408.78		
Building Inspector I	49	GS	\$5,173.46	\$5,432.13	\$5,703.73	\$5,988.93	\$6,288.36	\$6,602.78		
Building Inspector II	53	GS	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24		
Business Engagement/Resource Conservation Program Manag	124	MM	\$6,693.64	\$7,028.32	\$7,379.74	\$7,748.72	\$8,136.17	\$8,542.97		
Chief Building Official	140	MM	\$9,936.75	\$10,433.58	\$10,955.26	\$11,503.02	\$12,078.18	\$12,682.09		
Chief Collection Systems Operator	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		
Chief Information Officer	142	MM	\$10,439.80	\$10,961.77	\$11,509.87	\$12,085.37	\$12,689.64	\$13,324.12		
Chief Plant Operator	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		
Chief Project Engineer	145	MM	\$11,242.52	\$11,804.63	\$12,394.89	\$13,014.62	\$13,665.34	\$14,348.61		
Chief Water Systems Operator	132	MM	\$8,155.55	\$8,563.33	\$8,991.49	\$9,441.07	\$9,913.13	\$10,408.78		
Children's Librarian II	118	MM	\$5,771.90	\$6,060.49	\$6,363.53	\$6,681.71	\$7,015.79	\$7,366.58		
City Clerk	Contract		\$7,630.73				\$10,598.24			
City Engineer	145	MM	\$11,242.52	\$11,804.64	\$12,394.88	\$13,014.62	\$13,665.35	\$14,348.61		
City Manager	Contract						\$25,266.80			
Code Compliance Officer I	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Code Compliance Officer II	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Communications and Strategic Policy Manager	134	MM	\$8,563.32	\$8,991.49	\$9,441.06	\$9,913.12	\$10,408.78	\$10,929.22		
Community Enhancement Specialist	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Community Development Clerk I	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Community Development Clerk II	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Community Development Director	Contract		\$12,851.90				\$16,500.00			
Community Development Technician I	42	GS	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69		
Community Development Technician II	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Community Risk Reduction Specialist I	Base	F	\$5,203.47	\$5,463.88	\$5,737.06	\$6,023.92	\$6,325.10			
Community Risk Reduction Specialist II	Base	F	\$5,595.44	\$5,875.23	\$6,168.98	\$6,477.44	\$6,801.32			
Community Risk Reduction Specialist Senior	Base	F	\$6,195.55	\$6,505.34	\$6,830.61	\$7,172.14	\$7,530.76			
Community Services Director	Contract		\$12,851.90				\$16,500.00			

Community Services Officer	Base	P	\$4,412.50	\$4,633.12	\$4,864.77	\$5,108.03	\$5,363.43	\$5,631.61		
Community Services Program Manager	125	MM	\$6,860.98	\$7,204.03	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Conservation Coordinator	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Construction Project Manager	129	MM	\$7,573.24	\$7,951.90	\$8,349.49	\$8,766.97	\$9,205.32	\$9,665.59		
Crime Prevention Specialist	Base	P	\$4,412.50	\$4,633.12	\$4,864.77	\$5,108.03	\$5,363.43	\$5,631.61		
Data Services Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Deputy Police Chief (aka Police Captain)	Base	PM	\$11,791.41	\$12,381.00	\$13,000.04	\$13,650.05	\$14,332.55	\$15,049.18	\$15,801.64	\$16,591.73
Deputy Director of Community Development	Contract		\$9,927.40				\$12,727.43			
Deputy Director of Public Works Utilities	Contract		\$9,695.28				\$11,784.66			
Deputy Fire Chief	Flat	FM	\$11,213.73	\$11,774.41	\$12,363.13	\$12,981.27	\$13,741.27			
Director of Administrative Services	Contract		\$12,851.90				\$16,500.00			
Economic Development Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Electrical / Signs & Markings Supervisor	134	MM	\$8,563.32	\$8,991.50	\$9,441.06	\$9,913.11	\$10,408.79	\$10,929.22		
Electrician's Assistant	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Engineering Aide I	33	GS	\$3,484.97	\$3,659.21	\$3,842.18	\$4,034.28	\$4,236.00	\$4,447.80		
Engineering Aide II	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Engineering Assistant	56	GS	\$6,149.62	\$6,457.09	\$6,779.95	\$7,118.95	\$7,474.90	\$7,848.64		
Engineering Technician I	44	GS	\$4,572.58	\$4,801.21	\$5,041.27	\$5,293.34	\$5,558.01	\$5,835.91		
Engineering Technician II	48	GS	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74		
Engineering Technician III	52	GS	\$5,571.25	\$5,849.81	\$6,142.30	\$6,449.42	\$6,771.89	\$7,110.48		
Environmental Compliance Inspector I	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Environmental Compliance Inspector II	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Environmental Compliance Specialist	49	GS	\$5,173.46	\$5,432.13	\$5,703.73	\$5,988.93	\$6,288.36	\$6,602.78		
Environmental Resources Analyst	127	MM	\$7,208.32	\$7,568.74	\$7,947.16	\$8,344.54	\$8,761.76	\$9,199.84		
Environmental Sustainability Manager	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Equipment Service Clerk	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Equipment Service Worker	34	GS	\$3,572.10	\$3,750.70	\$3,938.23	\$4,135.14	\$4,341.91	\$4,559.00		
Executive Assistant - Confidential	49	GS	\$5,173.46	\$5,432.13	\$5,703.73	\$5,988.93	\$6,288.36	\$6,602.78		
Executive Assistant to the City Manager	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Facility Maintenance Worker I	35	GS	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98		
Facility Maintenance Worker II	41	GS	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21		
Facility Maintenance Worker III	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Finance Clerk I	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Finance Clerk II	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Finance Clerk III	41	GS	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21		
Finance Officer	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Finance Specialist	41	GS	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21		
Finance Supervisor	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Financial Services Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Fire Battalion Chief	Flat	FM	\$9,830.42	\$10,321.93	\$10,838.03	\$11,379.94	\$11,948.93			
Fire Captain	Base	F	\$8,248.38	\$8,660.79	\$9,093.83	\$9,548.53	\$10,025.95			
Fire Chief	Contract		\$12,950.00				\$16,666.67			
Fire Engineer	Base	F	\$7,158.69	\$7,516.63	\$7,892.47	\$8,287.10	\$8,701.43			
Fire Marshal	Flat	FM	\$9,830.42	\$10,321.93	\$10,838.03	\$11,379.94	\$11,948.93			
Firefighter	Base	F	\$6,307.72	\$6,623.10	\$6,954.25	\$7,301.98	\$7,667.06			
Firefighter Recruit	Base	F	\$5,676.95							
Fleet & Facilities Manager	131	MM	\$7,956.63	\$8,354.47	\$8,772.19	\$9,210.79	\$9,671.35	\$10,154.92		

GIS Coordinator	132	MM	\$8,155.55	\$8,563.33	\$8,991.49	\$9,441.07	\$9,913.13	\$10,408.78		
GIS Technician I	49	GS	\$5,173.45	\$5,432.13	\$5,703.73	\$5,988.92	\$6,288.37	\$6,602.79		
GIS Technician II	53	GS	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24		
Heavy Equipment Mechanic	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Housing Analyst I	120	MM	\$6,064.11	\$6,367.32	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Housing Analyst II	124	MM	\$6,693.64	\$7,028.32	\$7,379.74	\$7,748.72	\$8,136.17	\$8,542.97		
Human Resources Analyst I	121	MM	\$6,215.71	\$6,526.49	\$6,852.82	\$7,195.46	\$7,555.25	\$7,933.01		
Human Resources Analyst II	126	MM	\$7,032.50	\$7,384.12	\$7,753.34	\$8,141.00	\$8,548.05	\$8,975.45		
Human Resources Clerk	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Human Resources Manager	140	MM	\$9,936.75	\$10,433.58	\$10,955.26	\$11,503.02	\$12,078.18	\$12,682.09		
Human Resources Technician I	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Human Resources Technician II	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Industrial Electrical/Electronics Technician	58	GS	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98		
Information Technology Technician I	48	GS	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74		
Information Technology Technician II	52	GS	\$5,571.25	\$5,849.81	\$6,142.30	\$6,449.42	\$6,771.89	\$7,110.48		
Infrastructure O & M Superintendent	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		
Junior Engineer	121	MM	\$6,215.71	\$6,526.49	\$6,852.82	\$7,195.46	\$7,555.25	\$7,933.01		
Junior Planner	113	MM	\$5,101.52	\$5,356.59	\$5,624.42	\$5,905.65	\$6,200.93	\$6,510.98		
Laboratory & Environmental Compliance Mgr.	129	MM	\$7,573.24	\$7,951.90	\$8,349.49	\$8,766.97	\$9,205.32	\$9,665.59		
Laboratory Supervisor	127	MM	\$7,208.32	\$7,568.73	\$7,947.16	\$8,344.54	\$8,761.76	\$9,199.84		
Laboratory Technician I	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Laboratory Technician II	47	GS	\$4,924.17	\$5,170.38	\$5,428.90	\$5,700.34	\$5,985.37	\$6,284.63		
Librarian I	114	MM	\$5,229.07	\$5,490.52	\$5,765.05	\$6,053.29	\$6,355.95	\$6,673.75		
Librarian II	118	MM	\$5,771.90	\$6,060.49	\$6,363.53	\$6,681.71	\$7,015.79	\$7,366.58		
Librarian III	122	MM	\$6,371.10	\$6,689.65	\$7,024.15	\$7,375.34	\$7,744.12	\$8,131.33		
Library Services Director	Contract		\$10,410.00				\$12,650.00			
Library Technical Assistant I	29	GS	\$3,157.20	\$3,315.07	\$3,480.83	\$3,654.87	\$3,837.61	\$4,029.49		
Library Technical Assistant II	33	GS	\$3,484.97	\$3,659.21	\$3,842.18	\$4,034.28	\$4,236.00	\$4,447.80		
Library Technical Assistant III	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Light Equipment Mechanic	41	GS	\$4,246.09	\$4,458.40	\$4,681.32	\$4,915.38	\$5,161.16	\$5,419.21		
Literacy Coordinator	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Maintenance Supervisor	53	GS	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24		
Maintenance Worker I	35	GS	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98		
Maintenance Worker II	40	GS	\$4,142.53	\$4,349.67	\$4,567.14	\$4,795.50	\$5,035.28	\$5,287.04		
Maintenance Worker III	44	GS	\$4,572.58	\$4,801.21	\$5,041.27	\$5,293.34	\$5,558.01	\$5,835.91		
Management Analyst I	120	MM	\$6,064.11	\$6,367.31	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Management Analyst II	125	MM	\$6,860.97	\$7,204.04	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Marketing & Business Rel Spec	118	MM	\$5,771.90	\$6,060.49	\$6,363.53	\$6,681.71	\$7,015.79	\$7,366.58		
Meter Services Technician	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Office Manager	115	MM	\$5,359.79	\$5,627.77	\$5,909.16	\$6,204.62	\$6,514.85	\$6,840.60		
Operations and Maintenance Superintendent	137	MM	\$9,227.27	\$9,688.63	\$10,173.06	\$10,681.71	\$11,215.80	\$11,776.59		
Park Maintenance Technician	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Park Maintenance Worker I	35	GS	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98		
Park Maintenance Worker II	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Park Maintenance Worker III	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Park Planner	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		
Park Superintendent	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.06	\$9,913.13	\$10,408.78		

Park Supervisor	51	GS	\$5,435.37	\$5,707.13	\$5,992.49	\$6,292.12	\$6,606.72	\$6,937.05		
Planning Manager	140	MM	\$9,936.75	\$10,433.58	\$10,955.26	\$11,503.02	\$12,078.18	\$12,682.09		
Police Chief	Contract		\$16,757.34				\$22,049.13			
Police Crime and Intelligence Analyst	Base	PS	\$5,656.83	\$5,939.69	\$6,236.67	\$6,548.50	\$6,875.92			
Police Lieutenant	Base	PM	\$10,728.30	\$11,264.71	\$11,827.95	\$12,419.36	\$13,040.33	\$13,692.35	\$14,376.97	\$15,095.82
Police Officer	Base	P	\$6,703.59	\$7,038.76	\$7,390.71	\$7,760.25	\$8,148.26	\$8,555.67	\$8,983.46	
Police Officer Recruit (Non-Safety)	Base		\$6,033.23							
Police Records Manager	120	MM	\$6,064.11	\$6,367.31	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Police Records Specialist	Base	P	\$3,916.50	\$4,112.29	\$4,317.92	\$4,533.81	\$4,760.51			
Police Records Supervisor	Base	PS	\$5,306.48	\$5,571.80	\$5,850.39	\$6,142.94	\$6,450.10			
Police Sergeant	Base	PS	\$7,754.57	\$8,142.30	\$8,549.41	\$8,976.88	\$9,425.73	\$9,897.02	\$10,391.88	\$10,911.47
Pool and Recreation Facility Technician	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Principal Civil Engineer	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Principal Planner	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Principal Utilities Civil Engineer	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Program Analyst	63	GS	\$7,309.96	\$7,675.46	\$8,059.23	\$8,462.19	\$8,885.30	\$9,329.57		
Public Works Director	Contract		\$12,851.90				\$16,500.00			
Public Works O&M Infrastructure Admin	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Purchasing Manager	123	MM	\$6,530.38	\$6,856.89	\$7,199.75	\$7,559.73	\$7,937.71	\$8,334.60		
Recreation Coordinator	36	GS	\$3,752.93	\$3,940.58	\$4,137.62	\$4,344.50	\$4,561.73	\$4,789.82		
Recreation Superintendent	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Recreation Supervisor	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Redevelopment Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Senior Accountant	125	MM	\$6,860.98	\$7,204.03	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Senior Associate Civil Engineer	134	MM	\$8,568.43	\$8,996.85	\$9,446.70	\$9,919.02	\$10,414.98	\$10,935.73		
Senior Building Inspector	57	GS	\$6,303.36	\$6,618.52	\$6,949.45	\$7,296.92	\$7,661.76	\$8,044.85		
Senior Building Plans Examiner	58	GS	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98		
Senior Center Manager	120	MM	\$6,064.11	\$6,367.32	\$6,685.67	\$7,019.96	\$7,370.96	\$7,739.50		
Senior Civil Engineer	138	MM	\$9,457.94	\$9,930.83	\$10,427.37	\$10,948.73	\$11,496.18	\$12,070.99		
Senior Construction Project Manager	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Senior Engineering Assistant	58	GS	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98		
Senior Environmental Resources Analyst	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Senior Equipment Mechanic	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Senior Human Resources Analyst	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.07	\$9,913.13	\$10,408.78		
Senior Maintenance Worker	47	GS	\$4,924.17	\$5,170.38	\$5,428.90	\$5,700.34	\$5,985.37	\$6,284.63		
Senior Management Analyst	131	MM	\$7,956.63	\$8,354.46	\$8,772.19	\$9,210.79	\$9,671.34	\$10,154.91		
Senior Planner	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.07	\$9,913.13	\$10,408.78		
Senior Police Records Specialist	Base	P	\$4,308.13	\$4,523.53	\$4,749.71	\$4,987.22	\$5,236.59			
Senior Signs and Markings Technician	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$6,788.02	\$7,127.43	\$7,483.80	\$7,857.99	\$8,250.89	\$8,663.43		
Senior Tree Trimmer	45	GS	\$4,686.90	\$4,921.24	\$5,167.30	\$5,425.67	\$5,696.95	\$5,981.80		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Senior Utilities Maintenance Worker (Water)	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Senior Water Pollution Control Operator	67	GS	\$8,068.83	\$8,472.27	\$8,895.88	\$9,340.68	\$9,807.71	\$10,298.10		
Senior Water Quality Specialist	58	GS	\$6,460.94	\$6,783.99	\$7,123.18	\$7,479.35	\$7,853.31	\$8,245.98		
Senior Water System Operator	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$7,872.02	\$8,265.62	\$8,678.90	\$9,112.84	\$9,568.48	\$10,046.90		

Signs and Markings Tech I	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Signs and Markings Tech II	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Social Services Manager	132	MM	\$8,155.55	\$8,563.33	\$8,991.48	\$9,441.07	\$9,913.13	\$10,408.78		
Sports Manager	125	MM	\$6,860.98	\$7,204.03	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
Stock Clerk	32	GS	\$3,399.97	\$3,569.96	\$3,748.47	\$3,935.89	\$4,132.68	\$4,339.31		
Storekeeper	35	GS	\$3,661.39	\$3,844.47	\$4,036.69	\$4,238.52	\$4,450.45	\$4,672.98		
Technical Services Manager	136	MM	\$9,002.20	\$9,452.31	\$9,924.93	\$10,421.18	\$10,942.23	\$11,489.34		
Traffic Signal / Street Lighting Technician	56	GS	\$6,149.62	\$6,457.09	\$6,779.95	\$7,118.95	\$7,474.90	\$7,848.64		
Transportation Engineer	134	MM	\$8,568.43	\$8,996.85	\$9,446.70	\$9,919.02	\$10,414.98	\$10,935.73		
Treatment Plant Mechanic	54	GS	\$5,853.29	\$6,145.96	\$6,453.25	\$6,775.92	\$7,114.71	\$7,470.45		
Treatment Plant Superintendent	137	MM	\$9,227.27	\$9,688.63	\$10,173.06	\$10,681.71	\$11,215.80	\$11,776.59		
Tree Trimmer I	39	GS	\$4,041.49	\$4,243.57	\$4,455.75	\$4,678.53	\$4,912.46	\$5,158.09		
Tree Trimmer II	43	GS	\$4,461.05	\$4,684.10	\$4,918.31	\$5,164.23	\$5,422.45	\$5,693.57		
Underground Utility Service Locator	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Utilities Administrator	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Utilities Maintenance Supervisor	53	GS	\$5,710.52	\$5,996.05	\$6,295.85	\$6,610.65	\$6,941.18	\$7,288.24		
Utilities Maintenance Worker I	37	GS	\$3,846.76	\$4,039.10	\$4,241.05	\$4,453.10	\$4,675.75	\$4,909.54		
Utilities Maintenance Worker II	42	GS	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69		
Utilities Maintenance Worker III (Sewer)	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Utilities Maintenance Worker III (Water)	46	GS	\$4,804.06	\$5,044.27	\$5,296.49	\$5,561.31	\$5,839.37	\$6,131.34		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Utilities Maintenance Worker IV (Water)	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		
Wastewater Systems Administrator	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Water/Wastewater Instrumental Technician	62	GS	\$7,131.67	\$7,488.25	\$7,862.66	\$8,255.80	\$8,668.59	\$9,102.02		
Water Pollution Control Facility Superintendent	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Water Pollution Control O-I-T	40	GS	\$4,142.53	\$4,349.67	\$4,567.14	\$4,795.50	\$5,035.28	\$5,287.04		
Water Pollution Control Operator I	51	GS	\$5,435.37	\$5,707.13	\$5,992.49	\$6,292.12	\$6,606.72	\$6,937.05		
Water Pollution Control Operator II	55	GS	\$5,999.62	\$6,299.61	\$6,614.58	\$6,945.31	\$7,292.57	\$7,657.20		
Water Pollution Control Operator III	59	GS	\$6,622.46	\$6,953.58	\$7,301.26	\$7,666.32	\$8,049.65	\$8,452.13		
Water Pollution Control Operator IV	63	GS	\$7,309.96	\$7,675.45	\$8,059.22	\$8,462.18	\$8,885.29	\$9,329.55		
Water Quality Specialist I	48	GS	\$5,047.27	\$5,299.63	\$5,564.62	\$5,842.85	\$6,134.99	\$6,441.74		
Water Quality Specialist II	52	GS	\$5,571.25	\$5,849.81	\$6,142.30	\$6,449.42	\$6,771.89	\$7,110.48		
Water Systems Administrator	141	MM	\$10,185.17	\$10,694.41	\$11,229.14	\$11,790.61	\$12,380.14	\$12,999.14		
Water Systems Operator I	42	GS	\$4,352.25	\$4,569.87	\$4,798.35	\$5,038.28	\$5,290.18	\$5,554.69		
Water Systems Operator II	50	GS	\$5,302.79	\$5,567.93	\$5,846.32	\$6,138.65	\$6,445.57	\$6,767.85		

TEMPORARY / PART-TIME / SEASONAL EMPLOYEES - HOURLY WAGES										
CLASSIFICATION			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I	116	MM	\$31.70	\$33.28	\$34.94	\$36.69	\$38.53	\$40.45		
Accountant II	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Accounting Technician	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51		
Administrative Clerk I	28	GS	\$17.77	\$18.66	\$19.59	\$20.57	\$21.60	\$22.68		
Administrative Clerk II	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03		
Administrative Clerk III	36	GS	\$21.65	\$22.73	\$23.87	\$25.06	\$26.32	\$27.63		
Administrative Secretary	42	GS	\$25.11	\$26.37	\$27.68	\$29.07	\$30.52	\$32.05		

Administrative Supervisor	47	GS	\$28.41	\$29.83	\$31.32	\$32.89	\$34.53	\$36.26		
Aquatics Coordinator	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03		
Aquatics Supervisor	48	GS	\$29.12	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16		
Assist City Manager/Comm & Econ Dev Dir	Contract		\$71.91				\$92.32			
Assistant Engineer	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52		
Assistant Planner	118	MM	\$33.30	\$34.97	\$36.71	\$38.55	\$40.48	\$42.50		
Associate Civil Engineer	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Associate Engineer	127	MM	\$41.59	\$43.67	\$45.85	\$48.14	\$50.55	\$53.08		
Associate Planner	124	MM	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29		
Building Inspection Services Manager	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Building Inspector I	49	GS	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09		
Building Inspector II	53	GS	\$32.95	\$34.59	\$36.32	\$38.14	\$40.05	\$42.05		
Business Engagement/Resource Conservation Program Manag	124	MM	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29		
Chief Building Official	140	MM	\$57.33	\$60.19	\$63.20	\$66.36	\$69.68	\$73.17		
Chief Collection Systems Operator	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Chief Information Officer	142	MM	\$60.23	\$63.24	\$66.40	\$69.72	\$73.21	\$76.87		
Chief Plant Operator	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Chief Project Engineer	145	MM	\$64.86	\$68.10	\$71.51	\$75.09	\$78.84	\$82.78		
Chief Water Systems Operator	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Children's Librarian II	118	MM	\$33.30	\$34.97	\$36.71	\$38.55	\$40.48	\$42.50		
City Clerk	Contract		\$44.02				\$61.14			
City Engineer	145	MM	\$64.86	\$68.10	\$71.51	\$75.09	\$78.84	\$82.78		
City Manager	Contract						\$145.77			
Code Compliance Officer I	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Code Compliance Officer II	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Communications and Strategic Policy Manager	134	MM	\$49.40	\$51.88	\$54.47	\$57.19	\$60.05	\$63.05		
Community Enhancement Specialist	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Community Development Clerk I	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03		
Community Development Clerk II	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32		
Community Development Director	Contract		\$74.15				\$95.19			
Community Development Technician I	42	GS	\$25.11	\$26.37	\$27.68	\$29.07	\$30.52	\$32.05		
Community Development Technician II	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Community Risk Reduction Specialist I	Base	F	\$30.02	\$31.52	\$33.10	\$34.75	\$36.49			
Community Risk Reduction Specialist II	Base	F	\$32.28	\$33.90	\$35.59	\$37.37	\$39.24			
Community Risk Reduction Specialist Senior	Base	F	\$35.74	\$37.53	\$39.41	\$41.38	\$43.45			
Community Services Director	Contract		\$74.15				\$95.19			
Community Services Officer	Base	P	\$25.46	\$26.73	\$28.07	\$29.47	\$30.94	\$32.49		
Community Services Program Manager	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52		
Conservation Coordinator	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Construction Project Manager	129	MM	\$43.69	\$45.88	\$48.17	\$50.58	\$53.11	\$55.76		
Crime Prevention Specialist	Base	P	\$25.46	\$26.73	\$28.07	\$29.47	\$30.94	\$32.49		
Data Services Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Deputy Police Chief (aka Police Captain)	Base	PM	\$68.03	\$71.43	\$75.00	\$78.75	\$82.69	\$86.82		
Deputy Director of Community Development	Contract		\$57.27				\$73.43			
Deputy Director of Public Works Utilities	Contract		\$55.94				\$67.99			
Deputy Fire Chief	Flat	FM	\$64.70	\$67.93	\$71.33	\$74.89	\$79.28			
Director of Administrative Services	Contract		\$74.15				\$95.19			

Economic Development Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29	
Electrical / Signs & Markings Supervisor	134	MM	\$49.40	\$51.88	\$54.47	\$57.19	\$60.05	\$63.05	
Electrician's Assistant	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85	
Engineering Aide I	33	GS	\$20.11	\$21.11	\$22.17	\$23.28	\$24.44	\$25.66	
Engineering Aide II	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32	
Engineering Assistant	56	GS	\$35.48	\$37.25	\$39.12	\$41.07	\$43.13	\$45.28	
Engineering Technician I	44	GS	\$26.38	\$27.70	\$29.08	\$30.54	\$32.07	\$33.67	
Engineering Technician II	48	GS	\$29.12	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16	
Engineering Technician III	52	GS	\$32.14	\$33.75	\$35.44	\$37.21	\$39.07	\$41.02	
Environmental Compliance Inspector I	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76	
Environmental Compliance Inspector II	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85	
Environmental Compliance Specialist	49	GS	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09	
Environmental Resources Analyst	127	MM	\$41.59	\$43.67	\$45.85	\$48.14	\$50.55	\$53.08	
Environmental Sustainability Manager	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59	
Equipment Service Clerk	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03	
Equipment Service Worker	34	GS	\$20.61	\$21.64	\$22.72	\$23.86	\$25.05	\$26.30	
Executive Assistant - Confidential	49	GS	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09	
Executive Assistant to the City Manager	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05	
Facility Maintenance Worker I	35	GS	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$26.96	
Facility Maintenance Worker II	41	GS	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27	
Facility Maintenance Worker III	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51	
Finance Clerk I	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03	
Finance Clerk II	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32	
Finance Clerk III	41	GS	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27	
Finance Officer	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00	
Finance Specialist	41	GS	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27	
Finance Supervisor	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10	
Financial Services Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29	
Fire Battalion Chief	Flat	FM	\$56.72	\$59.55	\$62.53	\$65.65	\$68.94		
Fire Captain	Base	F	\$47.59	\$49.97	\$52.47	\$55.09	\$57.84		
Fire Chief	Contract		\$74.71				\$96.16		
Fire Engineer	Base	F	\$41.30	\$43.37	\$45.53	\$47.81	\$50.20		
Fire Marshal	Flat	FM	\$56.72	\$59.55	\$62.53	\$65.65	\$68.94		
Firefighter	Base	F	\$36.39	\$38.21	\$40.12	\$42.13	\$44.23		
Firefighter Recruit	Base	F	\$32.75						
Fleet & Facilities Manager	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59	
GIS Coordinator	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05	
GIS Technician I	49	GS	\$29.85	\$31.34	\$32.91	\$34.55	\$36.28	\$38.09	
GIS Technician II	53	GS	\$32.95	\$34.59	\$36.32	\$38.14	\$40.05	\$42.05	
Heavy Equipment Mechanic	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37	
Housing Analyst I	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65	
Housing Analyst II	124	MM	\$38.62	\$40.55	\$42.58	\$44.71	\$46.94	\$49.29	
Human Resources Analyst I	121	MM	\$35.86	\$37.65	\$39.54	\$41.51	\$43.59	\$45.77	
Human Resources Analyst II	126	MM	\$40.57	\$42.60	\$44.73	\$46.97	\$49.32	\$51.78	
Human Resources Clerk	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76	
Human Resources Manager	140	MM	\$57.33	\$60.19	\$63.20	\$66.36	\$69.68	\$73.17	
Human Resources Technician I	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51	

Human Resources Technician II	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Industrial Electrical/Electronics Technician	58	GS	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	\$47.57		
Information Technology Technician I	48	GS	\$29.12	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16		
Information Technology Technician II	52	GS	\$32.14	\$33.75	\$35.44	\$37.21	\$39.07	\$41.02		
Infrastructure O & M Superintendent	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Junior Engineer	121	MM	\$35.86	\$37.65	\$39.54	\$41.51	\$43.59	\$45.77		
Junior Planner	113	MM	\$29.43	\$30.90	\$32.45	\$34.07	\$35.78	\$37.56		
Laboratory & Environmental Compliance Mgr.	129	MM	\$43.69	\$45.88	\$48.17	\$50.58	\$53.11	\$55.76		
Laboratory Supervisor	127	MM	\$41.59	\$43.67	\$45.85	\$48.14	\$50.55	\$53.08		
Laboratory Technician I	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Laboratory Technician II	47	GS	\$28.41	\$29.83	\$31.32	\$32.89	\$34.53	\$36.26		
Librarian I	114	MM	\$30.17	\$31.68	\$33.26	\$34.92	\$36.67	\$38.50		
Librarian II	118	MM	\$33.30	\$34.97	\$36.71	\$38.55	\$40.48	\$42.50		
Librarian III	122	MM	\$36.76	\$38.59	\$40.52	\$42.55	\$44.68	\$46.91		
Library Services Director	Contract		\$60.06				\$72.98			
Library Technical Assistant I	29	GS	\$18.21	\$19.13	\$20.08	\$21.09	\$22.14	\$23.25		
Library Technical Assistant II	33	GS	\$20.11	\$21.11	\$22.17	\$23.28	\$24.44	\$25.66		
Library Technical Assistant III	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32		
Light Equipment Mechanic	41	GS	\$24.50	\$25.72	\$27.01	\$28.36	\$29.78	\$31.27		
Literacy Coordinator	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Maintenance Supervisor	53	GS	\$32.95	\$34.59	\$36.32	\$38.14	\$40.05	\$42.05		
Maintenance Worker I	35	GS	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$26.96		
Maintenance Worker II	40	GS	\$23.90	\$25.09	\$26.35	\$27.67	\$29.05	\$30.50		
Maintenance Worker III	44	GS	\$26.38	\$27.70	\$29.08	\$30.54	\$32.07	\$33.67		
Management Analyst I	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Management Analyst II	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52		
Marketing & Business Rel Spec	118	MM	\$33.30	\$34.97	\$36.71	\$38.55	\$40.48	\$42.50		
Meter Services Technician	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Office Manager	115	MM	\$30.92	\$32.47	\$34.09	\$35.80	\$37.59	\$39.47		
Operations and Maintenance Superintendent	137	MM	\$53.24	\$55.90	\$58.69	\$61.63	\$64.71	\$67.94		
Park Maintenance Technician	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Park Maintenance Worker I	35	GS	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$26.96		
Park Maintenance Worker II	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76		
Park Maintenance Worker III	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Park Planner	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Park Superintendent	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Park Supervisor	51	GS	\$31.36	\$32.93	\$34.57	\$36.30	\$38.12	\$40.02		
Planning Manager	140	MM	\$57.33	\$60.19	\$63.20	\$66.36	\$69.68	\$73.17		
Police Chief	Contract		\$96.68				\$127.21			
Police Crime and Intelligence Analyst	Base	PS	\$32.64	\$34.27	\$35.98	\$37.78	\$39.67			
Police Lieutenant	Base	PM	\$61.90	\$64.99	\$68.24	\$71.65	\$75.23	\$79.00		
Police Officer	Base	P	\$38.68	\$40.61	\$42.64	\$44.77	\$47.01	\$49.36		
Police Officer Recruit (Non-Safety)	Base		\$34.81							
Police Records Manager	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Police Records Specialist	Base	P	\$22.60	\$23.73	\$24.91	\$26.16	\$27.47			
Police Records Supervisor	Base	PS	\$30.61	\$32.15	\$33.75	\$35.44	\$37.21			
Police Sergeant	Base	PS	\$44.74	\$46.98	\$49.32	\$51.79	\$54.38	\$57.10		

Pool and Recreation Facility Technician	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Principal Civil Engineer	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Principal Planner	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Principal Utilities Civil Engineer	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Program Analyst	63	GS	\$42.17	\$44.28	\$46.50	\$48.82	\$51.26	\$53.83		
Public Works Director	Contract		\$74.15	\$0.00	\$0.00	\$0.00	\$95.19			
Public Works O&M Infrastructure Admin	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Purchasing Manager	123	MM	\$37.68	\$39.56	\$41.54	\$43.61	\$45.80	\$48.09		
Recreation Coordinator	36	GS	\$21.65	\$22.73	\$23.87	\$25.06	\$26.32	\$27.63		
Recreation Superintendent	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Recreation Supervisor	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Redevelopment Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Senior Accountant	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52		
Senior Associate Civil Engineer	134	MM	\$49.43	\$51.91	\$54.50	\$57.23	\$60.09	\$63.09		
Senior Building Inspector	57	GS	\$36.37	\$38.18	\$40.09	\$42.10	\$44.20	\$46.41		
Senior Building Plans Examiner	58	GS	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	\$47.57		
Senior Center Manager	120	MM	\$34.99	\$36.74	\$38.57	\$40.50	\$42.53	\$44.65		
Senior Civil Engineer	138	MM	\$54.57	\$57.29	\$60.16	\$63.17	\$66.33	\$69.64		
Senior Construction Project Manager	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Senior Engineering Assistant	58	GS	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	\$47.57		
Senior Environmental Resources Analyst	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Senior Equipment Mechanic	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Senior Human Resources Analyst	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Senior Maintenance Worker	47	GS	\$28.41	\$29.83	\$31.32	\$32.89	\$34.53	\$36.26		
Senior Management Analyst	131	MM	\$45.90	\$48.20	\$50.61	\$53.14	\$55.80	\$58.59		
Senior Planner	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Senior Police Records Specialist	Base	P	\$24.86	\$26.10	\$27.40	\$28.77	\$30.21			
Senior Signs and Markings Technician	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51		
Senior Traffic Signal/Street Lighting Tech	60	GS	\$39.16	\$41.12	\$43.18	\$45.34	\$47.60	\$49.98		
Senior Tree Trimmer	45	GS	\$27.04	\$28.39	\$29.81	\$31.30	\$32.87	\$34.51		
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Senior Utilities Maintenance Worker (Water)	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Senior Water Pollution Control Operator	67	GS	\$46.55	\$48.88	\$51.32	\$53.89	\$56.58	\$59.41		
Senior Water Quality Specialist	58	GS	\$37.28	\$39.14	\$41.10	\$43.15	\$45.31	\$47.57		
Senior Water System Operator	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Senior Water/Wastewater Instrumentation Tech	66	GS	\$45.42	\$47.69	\$50.07	\$52.58	\$55.20	\$57.96		
Signs and Markings Tech I	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76		
Signs and Markings Tech II	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Social Services Manager	132	MM	\$47.05	\$49.40	\$51.87	\$54.47	\$57.19	\$60.05		
Sports Manager	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52		
Stock Clerk	32	GS	\$19.62	\$20.60	\$21.63	\$22.71	\$23.84	\$25.03		
Storekeeper	35	GS	\$21.12	\$22.18	\$23.29	\$24.45	\$25.68	\$26.96		
Technical Services Manager	136	MM	\$51.94	\$54.53	\$57.26	\$60.12	\$63.13	\$66.29		
Traffic Signal / Street Lighting Technician	56	GS	\$35.48	\$37.25	\$39.12	\$41.07	\$43.13	\$45.28		
Transportation Engineer	134	MM	\$49.43	\$51.91	\$54.50	\$57.23	\$60.09	\$63.09		
Treatment Plant Mechanic	54	GS	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05	\$43.10		
Treatment Plant Superintendent	137	MM	\$53.24	\$55.90	\$58.69	\$61.63	\$64.71	\$67.94		

Tree Trimmer I	39	GS	\$23.32	\$24.48	\$25.71	\$26.99	\$28.34	\$29.76		
Tree Trimmer II	43	GS	\$25.74	\$27.02	\$28.38	\$29.79	\$31.28	\$32.85		
Underground Utility Service Locator	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Utilities Administrator	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Utilities Maintenance Supervisor	53	GS	\$32.95	\$34.59	\$36.32	\$38.14	\$40.05	\$42.05		
Utilities Maintenance Worker I	37	GS	\$22.19	\$23.30	\$24.47	\$25.69	\$26.98	\$28.32		
Utilities Maintenance Worker II	42	GS	\$25.11	\$26.37	\$27.68	\$29.07	\$30.52	\$32.05		
Utilities Maintenance Worker III (Sewer)	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Utilities Maintenance Worker III (Water)	46	GS	\$27.72	\$29.10	\$30.56	\$32.09	\$33.69	\$35.37		
Utilities Maintenance Worker IV (Sewer)	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Utilities Maintenance Worker IV (Water)	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
Wastewater Systems Administrator	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Water/Wastewater Instrumental Technician	62	GS	\$41.15	\$43.20	\$45.36	\$47.63	\$50.01	\$52.51		
Water Pollution Control Facility Superintendent	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Water Pollution Control O-I-T	40	GS	\$23.90	\$25.09	\$26.35	\$27.67	\$29.05	\$30.50		
Water Pollution Control Operator I	51	GS	\$31.36	\$32.93	\$34.57	\$36.30	\$38.12	\$40.02		
Water Pollution Control Operator II	55	GS	\$34.61	\$36.34	\$38.16	\$40.07	\$42.07	\$44.18		
Water Pollution Control Operator III	59	GS	\$38.21	\$40.12	\$42.12	\$44.23	\$46.44	\$48.76		
Water Pollution Control Operator IV	63	GS	\$42.17	\$44.28	\$46.50	\$48.82	\$51.26	\$53.83		
Water Quality Specialist I	48	GS	\$29.12	\$30.58	\$32.10	\$33.71	\$35.39	\$37.16		
Water Quality Specialist II	52	GS	\$32.14	\$33.75	\$35.44	\$37.21	\$39.07	\$41.02		
Water Systems Administrator	141	MM	\$58.76	\$61.70	\$64.78	\$68.02	\$71.43	\$75.00		
Water Systems Operator I	42	GS	\$25.11	\$26.37	\$27.68	\$29.07	\$30.52	\$32.05		
Water Systems Operator II	50	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		
	0	GS	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$39.05		

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES										
			A STEP	B STEP	C STEP	D STEP	E STEP			
Activity Leader I			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Activity Leader II			\$16.00	\$16.25	\$16.50	\$16.75	\$17.00			
Activity Manager			\$17.00	\$17.25	\$17.50	\$17.75	\$18.00			
Cashier			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Civic Fellow			\$19.00				\$24.00			
Counselor			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Intern			\$16.00	\$17.00	\$18.00	\$19.00	\$20.00			
Library Page			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
Lifeguard / Aide			\$17.00	\$17.25	\$17.50	\$17.75	\$18.00			
Lifeguard / Instructor			\$18.00	\$18.25	\$18.50	\$18.75	\$19.00			
Pool Manager			\$20.50	\$20.75	\$21.00	\$21.25	\$21.50			
Recreation Facility Aide			\$18.25	\$18.50	\$18.75	\$19.00	\$19.25			
Special Program Coordinator			\$19.50	\$19.75	\$20.00	\$20.25	\$20.50			
Swim Instructor Aide			\$15.50	\$15.75	\$16.00	\$16.25	\$16.50			
						Approved by City Council: November 7, 2023				



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.9
SUBJECT: Ballot Argument Concerning Measure M - Funding and Construction of the Lower Cache Creek Flood Risk Management Project on the March 5, 2023 Ballot

Recommended Action: Staff recommends that the City Council establish a council subcommittee and appoint Mayor Pro Tempore Garcia Cadena and Councilmember Stallard as committee members to prepare the ballot argument for Measure M concerning the Lower Cache Creek Flood Risk Management Project on the March 5, 2023 ballot.

Staff Contact:

Ken Hiatt, City Manager (530) 661-5802, ken.hiatt@cityofwoodland.org

Fiscal Impact:

None at this time.

Background:

At its October 17, 2023 meeting, the City Council adopted Resolution No. 8167 placing a Measure on the Consolidated Statewide Presidential Primary Election Ballot of March 5, 2024 Amending Section 8.12.010 of Chapter 8.12 of the Woodland Municipal Code. If approved, the measure would authorize the City to accept a federal and state contribution of at least \$300,000,000 or 99% of the total project costs and to further authorize the construction of the Lower Cache Creek Flood Risk Management Project. The Resolution has been submitted to the Clerk of the Yolo County Board of Supervisors and the Yolo County Registrar of Voters and the Registrar of Voters has confirmed receipt and assigned the letter **M** for the City's measure.

The California Elections Code sets rules and deadlines for filing of written arguments and rebuttals regarding city measures that will appear in the voter information guide. Consistent with California Elections Code Section 9282, the following may write an argument for or against the measure:

- (i) the City Council or any member(s) of the City Council,
- (ii) any individual voter eligible to vote on the above measure,
- (iii) a bona fide association of such citizens or
- (iv) any combination of voters and associations.

The deadline to submit primary arguments is set for November 21, 2023 at 5:00 p.m. Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

Discussion:

Staff is recommending the Council, as the City's legislative body, submit an argument regarding the local measure pursuant to the law cited above.

To do so, staff asks the Council to appoint a subcommittee of two members to draft and file the argument, subject to the following procedures:

- The argument should be written by the individual Councilmember or the subcommittee members *privately*, without using public work time or public resources to avoid the potential of prohibited government-funded advocacy. Therefore, City staff, the City Attorney's Office and other consultants may not draft or consult on the argument at public expense.
- When complete, the argument should be filed directly with the City Clerk as required by the Elections Code and the Resolution. It should not be returned for full Council discussion as that would be using a publicly funded meeting to write a partisan argument for or against the measure.
- The authors of the argument would have the opportunity to write a 250-word rebuttal to the opposite-side argument regarding the measure. The rebuttal will be due December 1, 2023 at 5:00 p.m. and must be written and filed in the same way as the argument.

Staff's recommendation includes the appointment of Mayor Pro Tempore Garcia-Cadena and Councilmember Stallard to serve as the subcommittee members. Mayor Pro Tempore Garcia-Cadena represents District 3, which contains the largest number of parcels, and most number of residential households, affected by the flood plain. Councilmember Stallard has had the most experience and history in working to bring a solution for flood protection for Woodland.

Alternatively, the Council can decide not to submit an argument regarding the measure in the name of the City Council. In that case, no action would be necessary on this item. Staff notes that individual City Councilmembers could still submit arguments and rebuttals for or against the measure like any other Woodland voter, subject to the applicable rules and deadlines.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.10
SUBJECT: Contract Amendment for Construction Management and Inspection Services for Improvements Associated with Prudler Phase 1 and Phase 2 Subdivision Improvements

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with UNICO Engineering Consultants, Inc. in the amount of \$340,000 and authorize the City Manager to execute the amendment.

Staff Contact:

Miguel Chavez, Senior Construction Project Manager – (530) 661-5952,
miguel.chavez@cityofwoodland.org

Fiscal Impact:

Construction management and inspection of the Prudler Subdivision Improvements are funded entirely by the developer through a developer deposit account set up for the purpose of paying the City's costs to inspect the required public improvements.

The original contract for the Prudler Subdivision Improvement was approved on March 16, 2021, for \$623,000. Amendment #1 is for \$340,000. If approved, the current amendment will bring the total construction management cost to \$963,000.

There is no impact on the general fund.

Background:

On September 6th 2016 , the City Council approved the Prudler Tentative Subdivision Map Nos. 4856 and 5121. Construction of the Prudler Subdivision Improvements began in April 2021. This project was originally scheduled to be completed in 12 months, but has now been under construction for 30 months.

The Contract for the Construction Management and Inspection of these improvements was executed by UNICO Engineering Consultants, Inc. based on review of the City's short list of approved firms for this type of work and experience in providing similar services. UNICO Engineering Consultants, Inc. was deemed the most qualified to provide these services for the City.

Discussion:

The construction of these subdivision projects includes improvements that will be city owned once complete. As such, the City is required to provide construction management and inspection for these projects. The recommended action to execute consultant agreement amendments will allow for the continuation of providing these construction services.

Consultant contracts for Construction Management and Inspection are based on the amount of time spent on construction of the project. The initial consultant contract was executed based upon the schedule for completion provided by the developer at the time of contract execution. This project is

significantly past its originally scheduled completion date. As work continues past the original completion date, the time required for management and inspection also continues past the original completion and thus requires additional payment.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve an amendment to the professional services agreement for construction management and inspection services with UNICO Engineering Consultants, Inc. in the amount of \$340,000 and authorize the City Manager to execute the amendment.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

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



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE AN AMENDMENT WITH UNICO ENGINEERING CONSULTANTS, INC.
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
PRUDLER PHASE 1 AND PHASE 2 SUBDIVISION PROJECT**

WHEREAS, On September 6th, 2016, City Council approved the Prudler Phase 1 and Phase 2 Tentative Subdivision Map Nos. 4856 and 5121; and

WHEREAS, the Prudler Phase 1 and Phase 2 Subdivision Improvement project and associated improvements have been in construction since April 2021; and

WHEREAS, the original contract with UNICO Engineering Consultants was for \$623,000 and Amendment #1 is for \$340,000 for a contract total of \$963,000; and

WHEREAS, the project has exceeded its original schedule and the City desires to continue to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

WHEREAS, the City Council wishes to approve the Agreement and authorize its execution through the adoption of this Resolution; and

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

Section 1. The City Council hereby approves the Amendment to the Agreement for Professional Construction Management & Inspection Services with UNICO Engineering Consultants Inc. and authorizes the City Manager to execute the amendment in the amount of \$340,000.00 for the Prudler Phase 1 and Phase 2 Subdivision Improvements. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. An executed copy of the Agreement is available and on file in the City Clerk's office and is incorporated herein by reference and made a part of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.11
SUBJECT: Approve Plans and Specification, and Authorize Bid Advertisement for the Spring Lake Recycled Water Project, CIP #17-07.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, approving the project plans and specifications, and authorizing bid advertisement for the Spring Lake Recycled Water Project, CIP 17-07.

Staff Contact:

Matt Cohen, Associate Engineer, 530-661-5973, matt.cohen@cityofwoodland.org

Fiscal Impact:

The Engineer's Estimate of construction cost is \$3.8 million. The estimated total project cost is \$5.1 million and includes construction, construction contingency, design, construction management and inspection costs.

Funding for the Spring Lake Recycled Water Project, CIP 17-07 includes a funding agreement through the SWRCB Clean Water State Revolving Fund (CWSRF) which includes a grant component from Prop 68 Water Recycling. The agreement total is currently for \$2.832 million, comprised of a Prop 68 Water Recycling grant for \$550,000 and a CWSRF loan of \$2.282 million to be repaid with an interest rate of 0.55% over 30 years. A final budget amendment request will be made with CWSRF after bid opening to reflect the price escalations between the time of the initial funding agreement and actual bid opening prices. The current budget for the Spring Lake Recycled Water Project, CIP 17-07 is \$440,000, included in the Capital Budget approved by City Council on June 20, 2023. The original budget provided funding to investigate and plan for the expansion of the recycled water utility to Spring Lake and to apply for grant and loan financing opportunities, and complete design work. The budget will be amended at award to include the CWSRF funding agreement and balance of funding necessary for the project at a future meeting.

The City will establish recycled water rates for the Spring Lake recycled water service area for landscape irrigation to provide funding for operations and maintenance, CWSRF loan repayment, and repayment of other funding sources. Recycled water is sold on a contract basis only with the majority of recycled water use by City landscape irrigation. The recycled water rates are expected to be reduced from the City's landscape irrigation rate and have a slower rate of increase over time when compared with potable water rates.

There is no impact to the General Fund.

Background:

The City of Woodland's Water Pollution Control Facility (WPCF) currently produces Title 22 tertiary treated effluent which is suitable for a wide variety of uses including certain industrial processes, landscape irrigation, and agricultural irrigation. The City initiated the recycled water utility in 2017 and currently serves the industrial area of Woodland along with two parks. Utilizing recycled water for certain industrial and irrigation uses matches water quality to the best use of that water and reduces demands on the potable water system. As a result of repeated droughts, the State of

California is advocating for the use of recycled water and the State Water Resources Control Board (SWRCB) has streamlined the permitting process for recycled water systems in addition to providing grants and low interest financing.

The Spring Lake Recycled Water Project will provide recycled water for commercial and landscape irrigation uses. The project will primarily provide recycled water to City owned landscape irrigation including along streets and parks in the Spring Lake area. Developments within Spring Lake have already constructed portions of the necessary recycled water piping, including within 2 City parks. This project will complete the missing pipe segments and convert the landscape irrigation services to recycled water supply. The recycled water will also be available for commercial uses that are consistent with Title 22. The pipeline is approximately 10,000 feet in length and will include connections to landscape irrigation along the alignment. Future project extensions would expand recycled water availability within the Research & Technology Park and west of Highway 113.

Project Delivery

The current Spring Lake Recycled Water Project schedule contemplates:

- Final design, November 2023
- Bidding, December 2023
- Spring Lake Recycled Water Project construction February 2024 – October 2024.

Discussion:

The Spring Lake Recycled Water Project will build on the success of the earlier Industrial Park Recycled Water Project and will improve potable water supply sustainability and drought resilience by reducing demands on the potable water system. The availability of recycled water to the Spring Lake area allows for the use of water to best match the water quality with the best use of that water and would also be an economic development tool for new businesses.

Project costs, including construction contingency and soft costs, are in the range of \$5.150 million. The SWRCB Prop 68 loan and grant agreement will be adjusted with a final budget amendment to account for actual bid costs. The contracted rate structure covers the cost of loan repayment along with operations and maintenance costs and permit fees. The grant is structured to cover a portion of construction costs and the interest rate of the loan is well below the current rate of inflation, which makes the CWSRF grant and loan package very attractive financially.

The current recycled water use is approximately 500,000 gallons per day during summer months and around 350,000 gallons per day during winter months with an annual use of approximately 500 acre-feet. The Spring Lake Recycled Water Project is expected to initially increase recycled water use by over 200,000 gallons per day in summer months, equal to approximately 150 acre-feet annually. The project extends the recycled water utility to the Woodland Research & Technology Park site and allows for the use of recycled water within that development. The project also prepares for a future extension of recycled water to the west side of Highway 113 to the Sports Park and to serve other areas, which will constitute Phase III of Woodland's recycled water development. By year 2030, the Spring Lake Recycled Water use is expected to rise to approximately 200 acre-feet per year with the addition of Spring Lake Central Park and the Research & Technology Park development.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, approving the project plans and specifications, and authorizing bid advertisement for the Spring Lake Recycled Water Project, CIP 17-07.

Prepared by: Matt Cohen, Associate Engineer

Reviewed by: Tim Busch, P.E., Principal Utilities Civil Engineer
Brent Meyer, P.E., City Engineer/ Community Development Director

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Resolution_Authorization to Bid_17-07

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE SPRING LAKE RECYCLED WATER
PROJECT, CIP 17-07.**

WHEREAS, the City of Woodland approved the FY24 Capital Budget and included CIP 17-07 as part of the Capital Budget (the “Project”); and

WHEREAS, the City Council has the authority to approve projects for bid; and

WHEREAS, the City Council wishes to approve the plans and specifications and authorize bid advertisement for the Project through adoption of this Resolution.

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

Section 1. The City Council hereby approves the plans and specifications for the Spring Lake Recycled Water Project, which will be available on file with the City Clerk.

Section 2. The City Council hereby authorizes staff to advertise for bids for the Spring Lake Recycled Water Project, CIP 17-07.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 7th day of November, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victoria Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: I.12
SUBJECT: Lower Cache Creek Flood Risk Reduction Project, CIP 22-16; Approve Consultant Amendment #1 with ICF for Consulting Services.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to authorize the consultant services amendment #1 with ICF for the Lower Cache Creek Flood Risk Reduction Project for an amount up to \$128,740.

Staff Contact:

Tim Busch, Principal Utilities Civil Engineer, 530-661-5963, tim.busch@cityofwoodland.org

Fiscal Impact:

The City entered into a Federal Cost Sharing Agreement (FCSA) with the Army Corps of Engineers (Corps) and the Central Valley Flood Protection Board (CVFPB) in December 2022 for the Lower Cache Creek Flood Risk Reduction Project (Project). The design and construction of the Project is led by the Corps with the City and State as non-federal sponsors. The cost sharing agreement (FCSA) between the partners includes the Corps covering 65% of costs and the non-federal sponsors covering 35% of costs. The City also entered into a Local Design Agreement (LDA) in December 2022 with the CVFPB. The cost share for the 35% non-federal project costs is 30% City and 70% CVFPB. The City's cost share can be either through direct payments to the Corps or completion of in kind work. The LDA provides for the CVFPB to reimburse the City for its share of the non-federal project costs as work in kind.

Initial project work includes the Pre-Construction Engineering and Design (PED). PED budget is \$7,600,000 and the initial schedule contemplates completion within approximately 2 years. With the cost share at 65% Corps and 35% non-federal sponsors, the non-federal cost is \$2,660,000. Using a 70% CVFPB and 30% City cost share, the City portion is \$798,000.

The project received Federal Authorization in the 2022 Water Resources Development Act which enabled the project to be authorized for construction through the Corps. The Corps has received the full \$5 million for PED. The project received \$2 million as a Congressional add in FY22 and \$3 million in Corps Workplan funding in FY23.

This project is included in the Capital Budget approved by Council with \$3,400,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek. The City would advance certain project activities including geotechnical exploration and hydraulic modeling, both of these activities are cost share eligible under both the FCSA and LDA. Under the LDA, the CVFPB would reimburse the City for 70% of eligible project costs.

ICF has been involved in the City's flood protection efforts for several years including preparation of the Environmental Impact Report for the earlier Lower Cache Creek Feasibility Study. Approval of amendment #1 for Project 22-16 would increase the contract by \$128,740 and will bring the total not

to exceed cost for the Lower Cache Flood Risk Reduction Project (LCCFRRP) services to \$159,480. The agreement covers ICF's services through the attached scope of work. The work is expected to be credited as In Kind Work under the FCSA and Work in Kind under the LDA. Approximately \$90,000 of this work is expected to be reimbursed by the CVFPB.

Background:

The City of Woodland faces significant flood threats from both Cache Creek (located north of the City) and the Yolo Bypass (located east of the City). Cache Creek, located north of the City of Woodland, has overtopped its banks more than twenty times since 1900, with existing levees providing only an approximate ten-year level of protection. Approximately 25% of Woodland is located within the Cache Creek floodplain. Winter storms in February 2019 and resultant flows in Cache Creek and levee overtopping proved that the existing Cache Creek levees provide roughly only protection from a 7-year storm event.

The Project is included in the Central Valley Flood Protection Plan (CVFPP), which is the State of California's strategic blueprint for managing flood risk in the California Central Valley. The CVFPP is produced in coordination with the Corps; tribal, regional, and local entities; and guides the State's policies, investments, partnerships, and subsequent implementation activities. The CVFPP ensures a climate-driven technical foundation for a flood management system that helps protect our communities, contributes to native species recovery, and integrates broader water management objectives. The CVFPP was first adopted in 2012 and is updated every five years. The 2022 CVFPP Update acknowledges the need to improve equity in flood management decision making for underserved communities, especially with the increased flood risk associated with climate change. An increased spotlight on equity and social justice has accelerated overdue assessments in many public sectors, and the flood sector is no exception. Flood management agencies and organizations nationwide have acknowledged that socially vulnerable populations face disproportionate flood risk because of a variety of social, economic, and political factors, and that flood events exacerbate existing racial and social inequities. The Lower Cache Creek Project is proposed in the CVFPP as part of a program of actions along Cache Creek that will reduce flood risk, and is part of a broader regional solution to managing flood risk for this underserved community.

Discussion:

Given the Corps workload and schedule, it is beneficial and cost effective for the City and CVFPB to complete certain project activities in conjunction with the Corps work. The geotechnical exploration and hydraulic modeling work are discreet activities that can be easily parsed out from the overall project work. These activities are also critical path on the schedule for design of the project. These activities are expected to be fully cost share eligible under both the FCSA and LDA which means that the City's cash obligation under the FCSA would be significantly reduced and the CVFPB would reimburse the City for 70% of the costs under the LDA.

The scope of ICF's work includes providing environmental, archeological, cultural, and paleontological monitoring of the geotechnical exploration work for the project. The scope of work is attached and has been carefully coordinated with the Corps and geotechnical consultant. This work is critical path for the overall project schedule. ICF is on the City's list of approved consultants for environmental work as a quality based selection.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to authorize the consultant services amendment #1 with ICF for the Lower Cache Creek Flood Risk Reduction Project for an amount up to \$128,740.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer / CDD Director

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
City Manager

Attachments:

1. Reso amendment 1 ICF 110723
2. ICF_WFRMP_SOW.2023-10-24

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONSULTANT AMENDMENT #1 WITH ICF FOR ENVIRONMENTAL
CONSULTING SERVICES**

WHEREAS, the Lower Cache Creek Flood Risk Reduction Project (Project) is led by the Army Corps of Engineers and has been funded with \$5 million in Federal money to begin Pre-Construction Engineering and Design; and

WHEREAS, the City and California Central Valley Flood Protection Board (CVFPB) are non-federal sponsors of the Project and are collectively responsible for 35% of Project costs under the Federal Cost Share Agreement; and

WHEREAS, the City and State of California Central Valley Flood Protection Board are responsible for 30 percent and 70 percent of non-federal costs respectively under the Local Design Agreement; and

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services amendment with ICF for Environmental Services (“Amendment”); and

WHEREAS, ICF had been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2019; and

WHEREAS, ICF will provide environmental monitoring services in support of geotechnical exploration work, including coordination with the Army Corps of Engineers (Corps), CVFPB and City consultants to advance the Lower Cache Creek Flood Risk Reduction Project, CIP #22-16; and

WHEREAS, the amendment #1 with ICF authorizes an increase to the contract amount of \$128,740 for a total contract amount of \$159,480 to cover the scope of work; and

WHEREAS, ICF has been selected through a quality-based selection process; and

WHEREAS, the City Council wishes to approve the amendment and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the amendment with ICF in the amount of \$128,740 for a total contract amount of \$159,480. The City Manager is hereby authorized and directed to execute the amendment, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change.

Section 2. Copies of the consultant amendment are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



October 24, 2023

Tim Busch
Principal Utilities Civil Engineer
City of Woodland
300 First Street
Woodland, CA 95695

Subject: Scope and Cost Estimate to Provide Environmental Compliance Support for Geotechnical Drilling for Woodland Flood Risk Management Project

Dear Tim:

As requested, ICF Jones & Stokes (herein referred to as ICF) is submitting a proposal to provide environmental compliance services to the City of Woodland (City) to support geotechnical drilling for the Woodland Flood Risk Management Project. The scope of work presented in this proposal covers environmental awareness training, sensitive resource flagging, and biological and archaeological monitoring and reporting.

To support preparation of this scope of work, we have reviewed the following:

- Biological Assessment and Opinion Appendix B, Lower Cache Creek Feasibility Study Final Supplemental Environmental Impact Statement (February 2021)
- Programmatic Agreement Among the U.S. Army Corps of Engineers and the California State Historic Preservation Officer Regarding the Lower Cache Creek Feasibility Study Project, Yolo County, California (November 2020)
- Email correspondence from Keleigh L Duey, Senior Environmental Manager, U.S. Army Corps of Engineers, Sacramento District (October 2023) and Michelle Fitzgerald, Physical Anthropologist, U.S. Army Corps of Engineers, Sacramento District (October 2023)

This scope of work is based on the following general assumptions:

- Work will occur from mid-November 2023 through mid-January 2024, 5 days per week, 10-hours per day (plus 1 hour of drive time). Work is anticipated to occur on 41 days.
- Work will occur in reaches N, O, P Q, R, and S. Archeological monitoring will be required in all reaches. Biological monitoring is required in all but R and S though it is unknown if work will occur concurrently in other reaches that require monitoring therefore fulltime biological monitoring is assumed.
- If work occurs concurrently at multiple locations, start times will be staggered or they will be spaced such that one biological and one archaeological monitor can cover both locations.
- Work will be completed by February 2024 and no bird surveys or nest monitoring will be required.

Task 1. Worker Environmental Awareness Training Materials and Job Walk

As required by the Biological Assessment and Opinion, ICF will prepare a fact sheet that provides at a minimum, a description of all federally-listed species and their habitats within the action area; an explanation of the species status and protection under state and federal laws; the avoidance and minimization measures to be implemented to reduce take of this species; communication and work stoppage procedures in case a listed species is observed within the project area; and an explanation of the importance of the environmentally sensitive areas and wildlife exclusion fencing. The fact sheet will be distributed to all construction personnel. This task also includes hours for an ICF representative to participate in a one-day job walk with representatives from HDR and USACE.

Task 2. Provide Environmental Compliance Monitoring Services during Construction

ICF will provide the following monitoring and reporting services during the construction phase:

- ICF will provide a short, on-site environmental awareness training program to construction personnel using the fact sheet prepared under Task 1. The training program will include information on sensitive environmental resources (biological and archaeological) that may occur in the project area, best management practices and mitigation measures, overview of permit conditions, and prohibited activities at the construction site. Additional training sessions will be conducted as needed to train additional personnel. The training sessions will be conducted in the field during monitoring visits and will take approximately 15 minutes. The construction contractor shall ensure that all personnel receive the training before starting work. All personnel provided the training will sign an attendance log that will be kept on file by ICF and provided to the City for their files.
- An ICF biologist will conduct daily monitoring to ensure compliance with the Biological Assessment and Opinion. The monitor will ensure that the ESA fencing is in place, conduct visual surveys work areas to ensure that no wildlife have been entrapped, provide environmental training to new construction crew members, and ensure that environmental BMPs are being implemented appropriately. This task also includes survey and flagging of elderberry shrubs in Reach S. The biologist will complete a daily log documenting construction activities and compliance.
- An ICF archaeologist will conduct daily monitoring at all work locations where ground disturbance will occur to ensure compliance with the Programmatic Agreement. The archaeologist will conduct a clearance survey at each location to ensure that no known or unknown cultural resources are impacted. The archeologist will complete a daily log documenting construction activities and compliance.

Task 3. Provide Post-Construction Services

Following the completion of monitoring activities, ICF will prepare a short memorandum that summarizes environmental compliance monitoring efforts. The memorandum will also include the names and signatures of construction personnel who attended the environmental awareness training.

Our proposal for providing the environmental services described in this proposal is provided in Table 1. We look forward to continuing to provide the City with environmental services for this

project. If you have any questions related to this scope of services or cost estimate, please contact Mike Wingfield at 916-284-9249 or Michael.Wingfield@icf.com.

Sincerely,

A handwritten signature in black ink that reads "Molly Smith". The script is cursive and fluid.

Molly Smith
Contracts Manager

Attachment: Cost Table

Woodland Flood Risk Management Project Construction Monitoring

Task	Consulting Staff			Labor Total	Direct Costs	Total Price
	Employee Name					
	Labor Classification					
	Wingfield	Soto	Karr			
	Michael	Mitch	John			
	Sr Consult III	Assoc Consult I	Assoc Consult I			
Task 1. Prepare Worker Environmental Awareness Training Materials	14.0			\$2,660		\$2,660
				\$0		\$0
Task 2. Provide Environmental Compliance Monitoring Services during Construction	40.0	451.0	451.0	\$111,330		\$111,330
				\$0		\$0
Task 3. Provide Post-Construction Services	4.0	2.0	2.0	\$1,220		\$1,220
Total hours	964.0	58.0	453.0	453.0		
Billing Rates		\$190.00	\$115.00	\$115.00		
Subtotal		\$11,020	\$52,095	\$52,095	\$115,210	
Other Direct Costs						
523.05 Travel, Auto, incld. Mileage at current IRS rate (.655/mile)					\$12,300	
Mark-up on Direct Expenses : 10%					\$1,230.00	
Direct expense subtotal					\$13,530.00	
Total price						\$128,740.00



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: J.13
SUBJECT: City Annexation

Recommendation for Action: Staff recommends that the City Council hold a Public Hearing and take the following actions regarding the annexation of 764 acres into the City of Woodland:

1. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 1) Establishing Zoning Designations (Prezoning) for the Northeast Industrial , Pirmi, Barnard, Westucky, and Sports Park Annexation Areas and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Annexation Areas
2. Adopt Resolution No. _____ (Attachment 2), authorizing the City Manager to file an application with LAFCo initiating Annexation of Approximately 764 acres into the City of Woodland pursuant to the Cortese-Knox-Hertzberg Act (CKH) in compliance with the adopted Sphere of Influence and Urban Limit Line
3. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 5) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and California Compass Logistics Center, LLC
4. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 7) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Knaggs Commercial Properties Company, L.P.
5. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 9) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Three Kilkenny-Marks Investors, LLC
6. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 11) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC
7. Adopt Resolution No. _____ (Attachment 13) Approving the Subordination Agreement by and between the City of Woodland and California Compass Logistics Center, LLC and Arena Investors, LP

Staff Contact:

Megan Meier, Senior Planner, (530) 661-5814, megan.meier@cityofwoodland.org

Erika Bumgardner, Principal Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org

Report in Brief:

As part of the City's 2035 General Plan ("General Plan") update, the Sphere of Influence (SOI) was identified as a boundary encompassing lands expected to ultimately be annexed into the City and recognized by the Yolo Local Agency Formation Commission (LAFCo). Annexation of key areas within the City's SOI will allow the City to realize certain tax benefits and guide future development in these areas. Prompted by the individual annexation applications of property owners in two areas within the City's SOI (Barnard Area and Northeast Industrial Area), city staff analyzed three additional areas also considered for near-term annexation, which is anticipated to save staff time and cost as compared to bringing them forward separately. To this end, the City is pursuing five annexation areas in total within the City's SOI that include City-owned properties ("Sports Park"), properties with mixed public and private ownerships ("Pirmi" and "Northeast Industrial"), properties with recent development

requests currently within Yolo County (“Barnard Area”) and an existing housing cluster already served by the city (“Westucky Area”).

On October 19, 2023, the Woodland Planning Commission considered the Citywide Annexation and on a vote of 5 to 0 (two commissioners absent) recommended the City Council approve the annexation and rezoning as proposed.

Fiscal Impact:

Application and Processing

The City entered into an Agreement for Advance of Funds with the project applicants to cover fair share costs incurred in processing the proposed annexation applications for the Northeast Industrial Annexation Area and the Barnard Annexation Area. The applicants covered staff time, city attorney fees, and consultant costs associated with processing the applications. Additionally, the City Council approved the use of matching General Fund money to cover any fair share expenses associated with the annexation of City property.

Fiscal Impact Analysis

The California Revenue and Taxation Code requires a city seeking to annex property and a county affected by such annexation to agree upon an exchange of property taxes derived from the property and available to the city and county to pay for anticipated municipal and countywide services following the property's annexation. These agreements are known as Property Tax Revenue Exchange Agreements, or more commonly as “tax share agreements.”

As part of the annexation, a Fiscal Analysis was prepared by the consulting firm BAE Urban Economics, for the annexation areas, excluding the Northeast Industrial area that already had a tax sharing agreement in place. The analysis includes an evaluation of both anticipated City expenditures to provide ongoing services to the identified annexation areas compared to current and expected revenues anticipated if development occurs in line with the development projections. The Fiscal Impact Analysis Memorandum provides a detailed summary of anticipated revenue, expenditures, and net fiscal impact.

In brief, the total General Fund expenditures to support the full buildout of the Pirmi, Barnard and Westucky annexation areas identified in the Tax Exchange Agreement is projected to be just over two hundred and sixteen thousand dollars annually (\$216,000). 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 just over four hundred and ninety thousand dollars (\$492,000). Most of these revenues are associated with property-related taxes, including direct property tax, In Lieu of Vehicle License Fee (ILVLF), and sales tax.

At full build out of the Plan Area, the development is projected to generate an annual General Fund surplus of just over two hundred and seventy thousand dollars (\$276,000).

From the fiscal analysis, a tax-exchange agreement with Yolo County outlines an equitable fair share of existing and future tax revenue generated from these areas. In brief, the City agreed to share the property tax revenue with the County, each receiving 50% for the Pirmi, Barnard and Westucky annexation areas; the city receiving 100% of the property tax revenue for the Sports Park annexation area; and a revenue split of 30% County / 70% City for the Northeast Industrial annexation area. The County will similarly receive a 50% share of Sale and Use tax revenue generated in the Barnard annexation area.

Infrastructure/Public Services/Municipal Service Review

The City’s recently updated General Plan 2035 and associated Environmental Impact Report (EIR)

provides analysis and implementation measures to ensure that the City has adequate facilities and capacity to accommodate existing and planned growth within its Sphere of Influence. General Plan policies require new development to fund its share of new construction, operations and maintenance such that growth should not result in a reduction in service levels or capabilities to existing service population.

As a general-purpose city, Woodland will provide essential municipal services to the areas upon annexation. The City will also take over responsibility for development review, including land use entitlements, building permits/inspections, and public works, as well as ongoing street maintenance, construction, and operation. The City has satisfactory staffing, equipment and resources, in part collected through project impact fees and/or maintenance districts, to respond to the demands for service in the proposed annexation areas without impacting existing services.

Planning, land use, and building and inspection services are provided by the City on a cost-for-service model. At the time of application, the City collects a service fee adequate to recover the costs of these services. These fees are updated as necessary to reflect current operating costs. Public Works services are funded through various sources, including the General Fund (property and sales tax) and special funds, including Gas Tax and Measure E and F sales tax. Capital improvements, repairs and maintenance are financed through a combination of utility user fees, Measure F, grants and the collection of Development Impact Fees. The City may also require new development to annex into one or more special taxing districts (e.g., Assessment Districts, Community Facilities Districts to fund maintenance of specific operations. Development within the annexation area is subject to this annexation requirement.

Individual future development projects will connect to city services (water, sewer, and storm). Sewer and water, including recycled water, are available and proximate to a majority of the annexation properties. Storm drainage will generally be handled through the City's storm drainage system. The timing for roadway improvements are determined based on traffic analysis and trip generation/volume and are primarily a requirement of private development unless included in the city's Major Project Financing Plan (MPFP). Certain offsite improvements are captured in Development Agreements, including street light installation and landscape requirements.

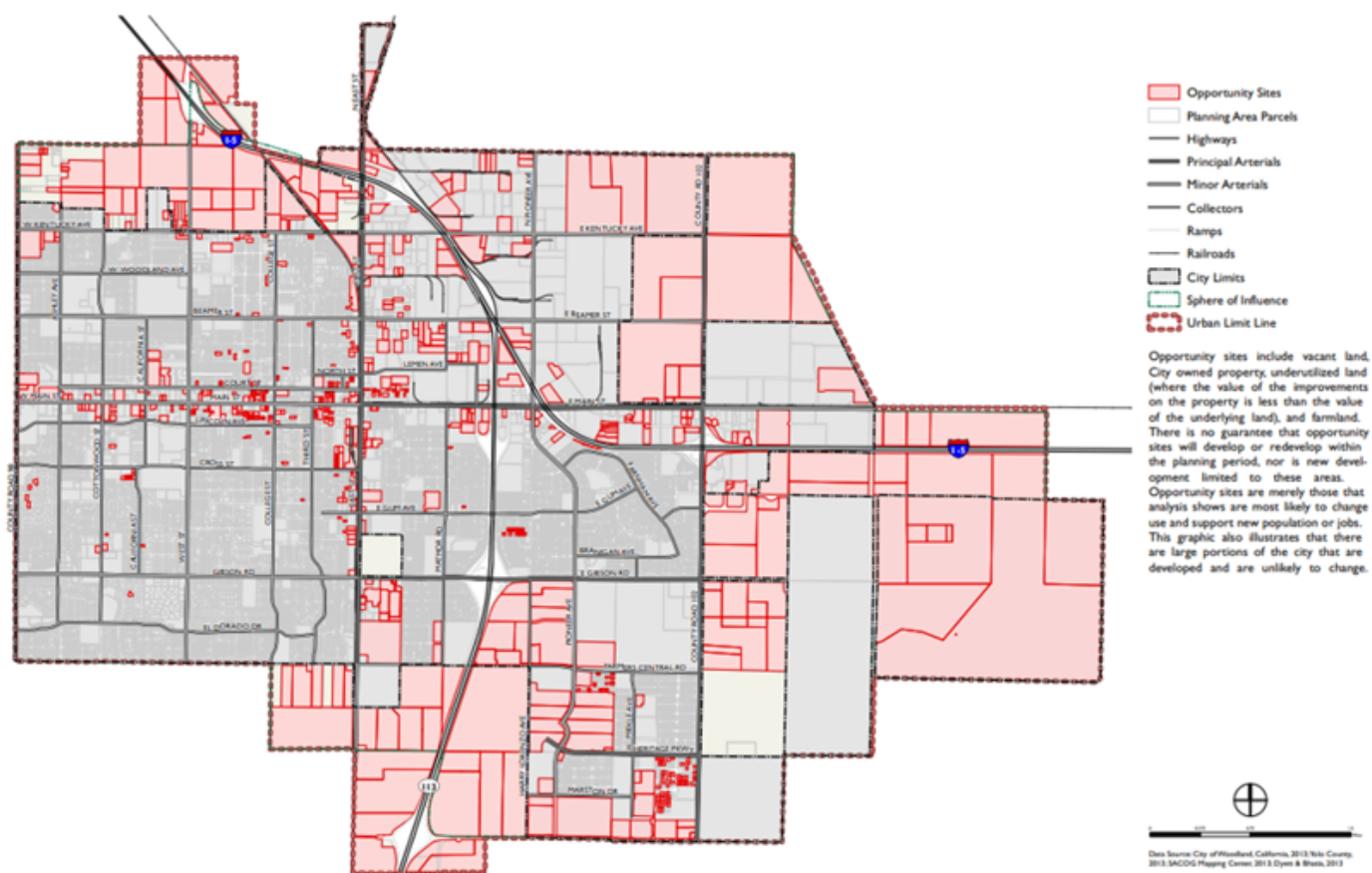
Background:

In 2021, the City received planning applications requesting annexation of approximately 616 acres within the Northeast Industrial area of the city's SOI and identified by the 2035 General Plan as future Industrial land and Flood Study Area. Within the same year, the Planning division received service requests to provide city services at two proposed development sites within Yolo County at the interchange of County Road 99 and Interstate-5 for the Barnard Area. These two requests prompted the City to evaluate other areas identified in the General Plan SOI and within the Urban Limit Line (ULL) to be part of a "citywide" annexation proposal.

In May 2017, the City adopted the updated 2035 General Plan. The General Plan identified areas within the City's ULL, but outside of the City's municipal boundary, as potential future growth areas, establishing appropriate land use designations for these areas. As a follow-on to the 2035 General Plan, on January 24, 2019, LAFCo ratified the adoption of the 2018 Municipal Service Review (MSR), which included a SOI boundary update for the City of Woodland. The SOI boundary establishes an area around and beyond the current city limit where future development is likely and where the City should proactively guide and anticipate the need for future extension of infrastructure and delivery of municipal services. The City's SOI boundary was updated in line with General Plan future growth expectations and now coincides with the 2006 voter-approved Urban Limit Line. The General Plan Opportunity Sites Map below (Exhibit-1) illustrates the areas identified within the city limits but also within the SOI and ULL where future development might be reasonably expected to occur in the next

20 years.

Exhibit 1 – General Plan Opportunity Sites

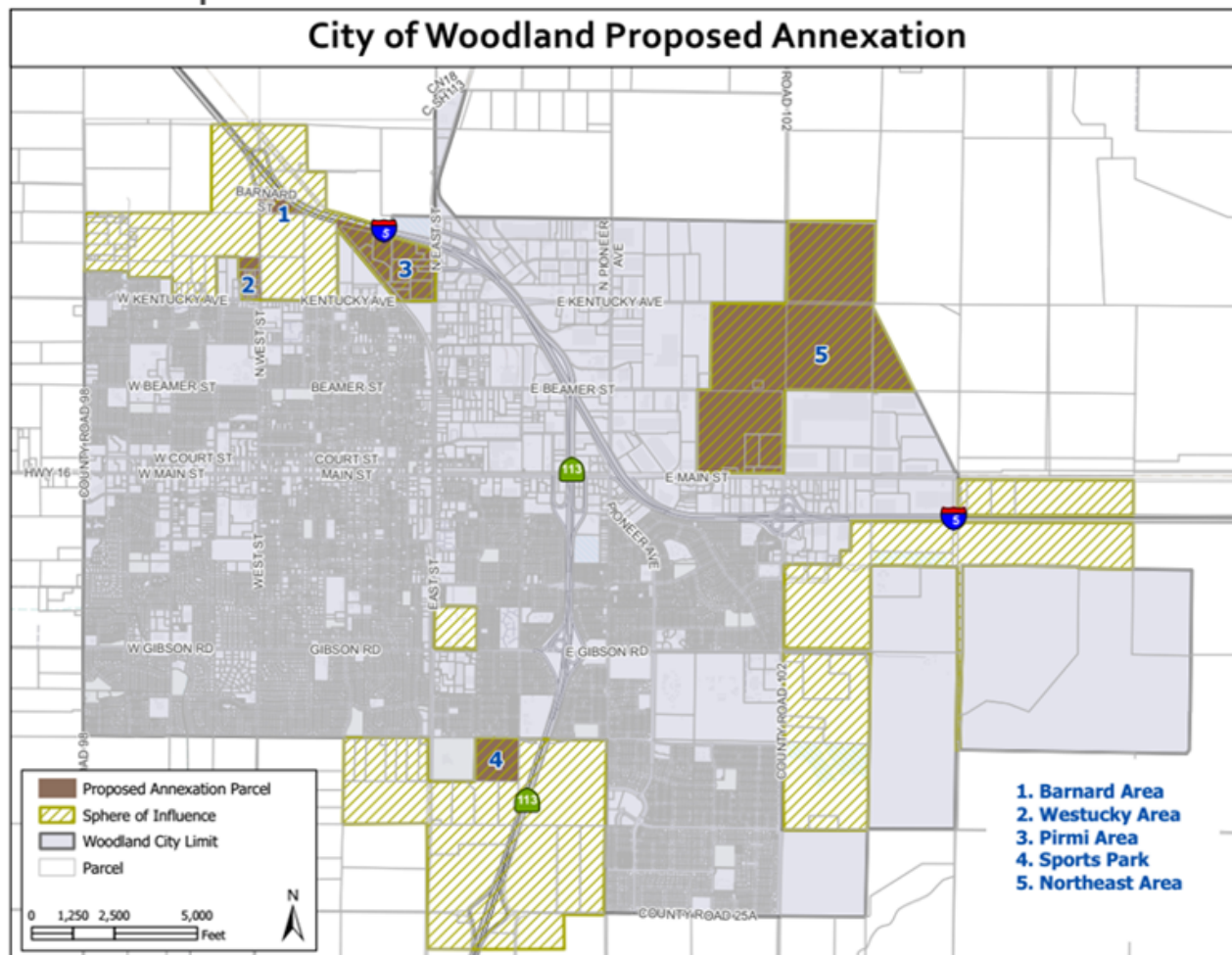


As well, both the 2035 General Plan and the Municipal Service Review identified land within the SOI as a potential future annexation area(s) for the City of Woodland. Consistent with these two documents, the City identified five areas within the SOI as appropriate near-term annexation areas based on:

- location and/or development status,
- opportunity for economic growth and job creation,
- relationship to other projects,
- status as city-owned properties,
- city interest in compatible development at the edge of City limits and/or
- consideration of timing/efficiency to annex a number of properties at the same time.

When land is not annexed, regardless of location within the city's SOI, the County establishes and retains control over land use and development. With annexation, the City will have greater oversight of development within the SOI with direct implications regarding the appropriateness of use, development intensity, job creation, and potential future revenue to the city. Exhibit- 2 provides a map of the five proposed annexation areas throughout the City's SOI.

Exhibit- 2 Proposed Annexation Areas



The proposed annexation areas identified in the above exhibit (see also Attachment 2) combine city-initiated and owner-initiated proposals and will ultimately expand the City's jurisdictional authority by approximately 764 acres. The proposed annexation areas are already within a city-served Fire District (Spring Lake Fire District) and City Police have a reciprocity agreement with the County. The full breadth of City services will now be supported in these areas after annexation, including utility service, and comprehensive Police response services and waste management services.

The five identified annexation areas include:

- The Barnard Area, where development was recently approved under the authority of Yolo County, and where the City has provided water and sewer service to development through approved service agreements;
- Westucky Area, identified in the 2035 General Plan as a disadvantaged community and therefore triggers annexation due to the proximity to the Barnard annexation area;
- Pirmi industrial area, where City services are already provided to privately developed and owned industrial properties and where the city owns two properties, including a stormwater facility;
- City-owned properties at the Woodland Sports Park, and
- Northeast Industrial Area, identified in the General Plan as a future opportunity site for economic growth, employment generation, and property and sales tax revenue.

The rationale for consideration of each annexation area is outlined in the following Discussion section

of this report, followed by a summary of next steps in the annexation regulatory process.

Summary of actions taken to date in furtherance of annexation consideration:

- *Municipal Service Review*

On January 24, 2019, Yolo LAFCo ratified the adoption of the 2018 Municipal Service Review and SOI Update for the City of Woodland, at which time the city's SOI was updated to coincide with its 2006 voter-approved Urban Limit Line. The combined 764 acres proposed for annexation is located within the current City of Woodland SOI.

- *Public Outreach*

In August of 2021, staff began preliminary outreach to property owners to initiate discussion and address any question or concerns regarding the proposed annexations.

A majority of the properties in the Westucky annexation area are under a Memorandum of Understanding (MOU) with the City requiring future annexation in trade for prior authorized connection to City services such as sewer and water.

In all cases, staff sent informational notices regarding the proposed annexations, outlining the process and providing preliminary Frequently Asked Questions (FAQ). From the mailing, staff received only three inquiries about the annexation from property owners. Two property owners reached out from the Pirmi area related to any increase in taxes and a property owner in the Barnard annexation area inquired about the City's General Plan flood study designation for the area and the proposed annexation timeline.

- *Informational Annexation Overview Reviewed by City Council*

On August 17, 2021, staff provided an annexation update to the City Council regarding the pending petition for the five proposed annexation areas from property owners in addition to city-initiated areas in the City's SOI. The Council directed staff to pursue these entitlements through a combination of private project-based funding and general fund allocation (for the annexation of City properties).

- *Pre-Annexation Tax Sharing Agreement*

A Tax Share Agreement was approved by the City Council for the Northeast Industrial Area on February 20, 2018, and on November 8, 2022 for the remaining annexation areas.

- *California Environmental Quality Act (CEQA)*

Staff worked with AECOM consulting to conduct a General Plan consistency review for project clearance under CEQA.

On October 19, 2023 the Planning Commission considered the Citywide Annexation and in a vote of 5 to 0 recommended the City Council approve the annexation and rezoning as proposed.

Discussion:

The following is an overview of the proposed annexation areas along with the total acreage, parcel information, General Plan Designation, and pre-zoning. Each of the areas designated for annexation has unique characteristics that were factors for their inclusion into the larger Citywide annexation proposal.

Proposed Annexation Areas

BARNARD AREA (#1) - 11.46 ACRES

Assessor Parcel Numbers: 027-430-001, 002, 003, 004, 005

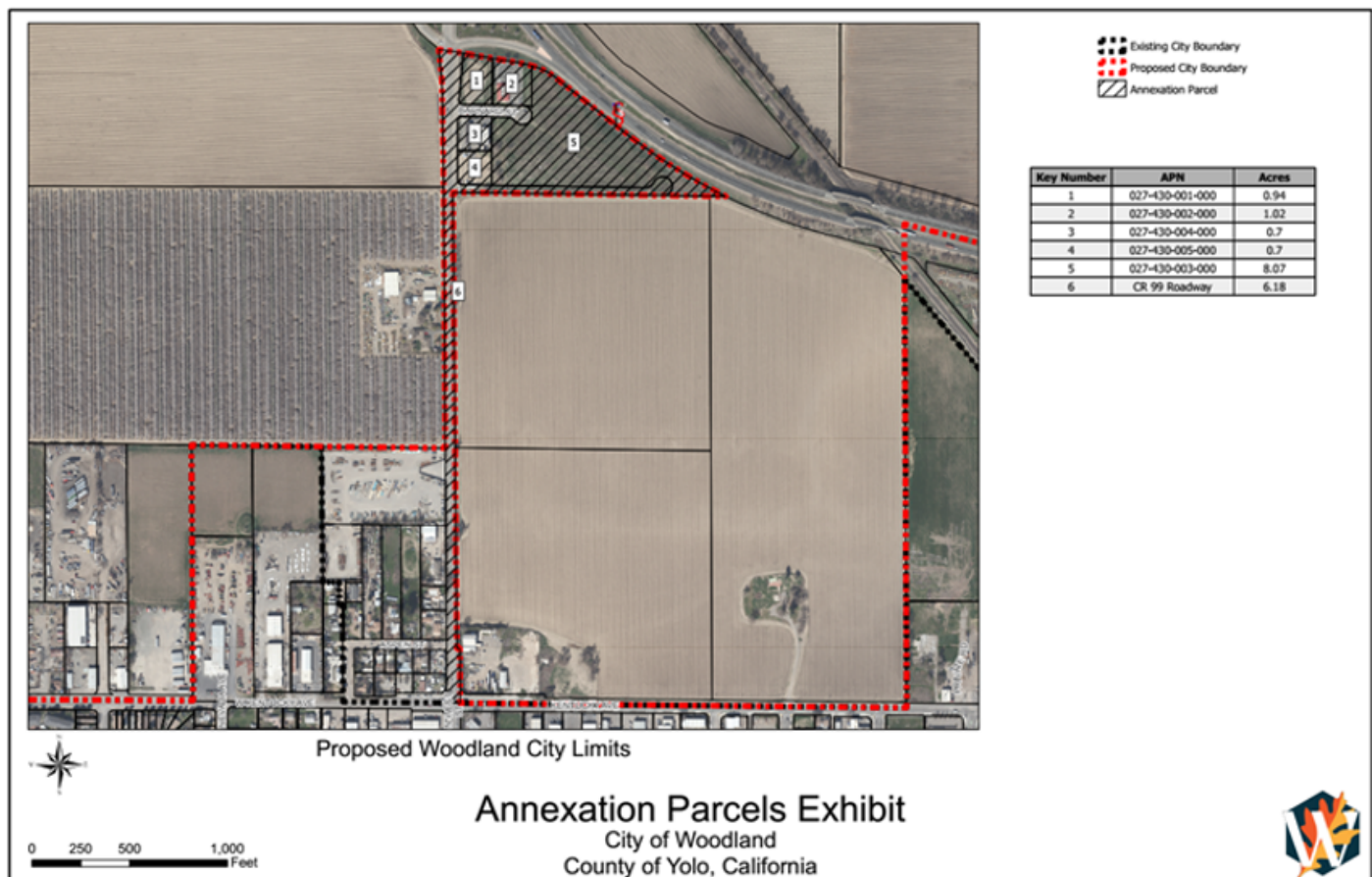
General Plan Land Use Designation: Flood Study Area (FS)

Proposed Pre-Zoning Designation: Flood Study Area (FSA)

The Barnard Area is located in the southeast quadrant at the intersection of County Road 99 and Interstate-5. The area was identified as a potential annexation area due to its proximity to Interstate-5 and recent development applications with Yolo County that requested sewer and water services from the city. This area was identified in the City General Plan as a future growth area for its highway commercial uses; however, it is currently located in the flood plain and designated in the 2035 General Plan as part of the “Flood Study Area” (FS). Under the City's General Plan, this area requires the boundaries of the flood projection project to be determined before further urban development can be considered.

The Barnard Area is located in the southeast quadrant at the intersection of County Road 99 and south of Interstate-5 as shown in Exhibit-3. Interstate 5 serves as the northwest to southeast boundary of the Barnard Annexation Area, with undeveloped and agricultural land uses to the north of Interstate 5 and to the west, southwest, and south of the Barnard Annexation Area.

Exhibit – 3 Barnard Area Parcels

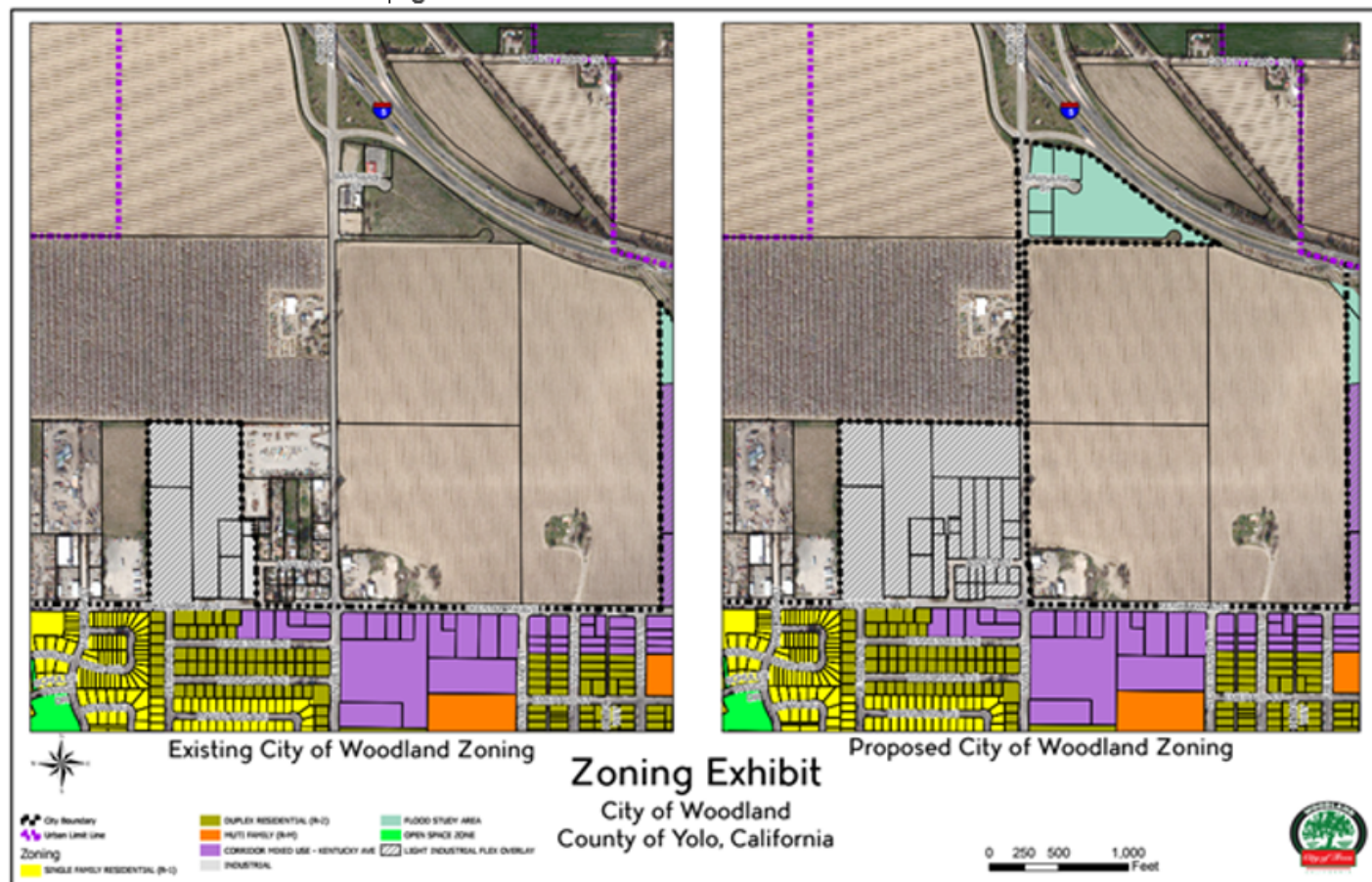


The Barnard Annexation Area is relatively undeveloped, but over the years, the City has received a number of requests from Yolo County to review proposed development projects in this area where the City currently provides sewer and water service. An existing restaurant as well as a gasoline station with an attached convenience store are located in the northwest portion of the Barnard Annexation Area. As previously noted, an existing MOU is in place with the property owners to annex upon request of the City in exchange for services provided.

The County has recently entitled two new service/gas stations in this location which are permitted uses under the County's Zoning Ordinance.

The City is also currently providing water and wastewater utility services to the Barnard Area under the MOU and the area is within the City's Sphere of Influence, Urban Limit Line, and an important north entryway to the community. The City has had ongoing communication with Yolo County and the property owners with active development proposals in this area to coordinate annexation with the current project review occurring with Yolo County. Given the additional development being considered through the County entitlement process, the City is seeking to annex this area to gain better land use control and to help ensure future development aligns with the City's General Plan. The City negotiated and has entered into a Tax Exchange Agreement with the County that provides for a fair share allocation of the property and sales tax to the City.

Exhibit – 4 Barnard Area Prezoning



WESTUCKY AREA & COUNTY ROAD 99 (#2) - 16.10 ACRES

Assessor Parcel Numbers: 027-081-002, 003, 004, 005, 006, 007, 012, 013, 014, 015, 016 027-082-001, 002, 012, 014, 015, 016, 019, 022, 023, 024, and 027-440-014.

General Plan Land Use Designation: Industrial/Light Industrial Overlay (I/LIO)

Proposed Pre-Zoning Designation: Industrial/Light Industrial Overlay (I/LIO)

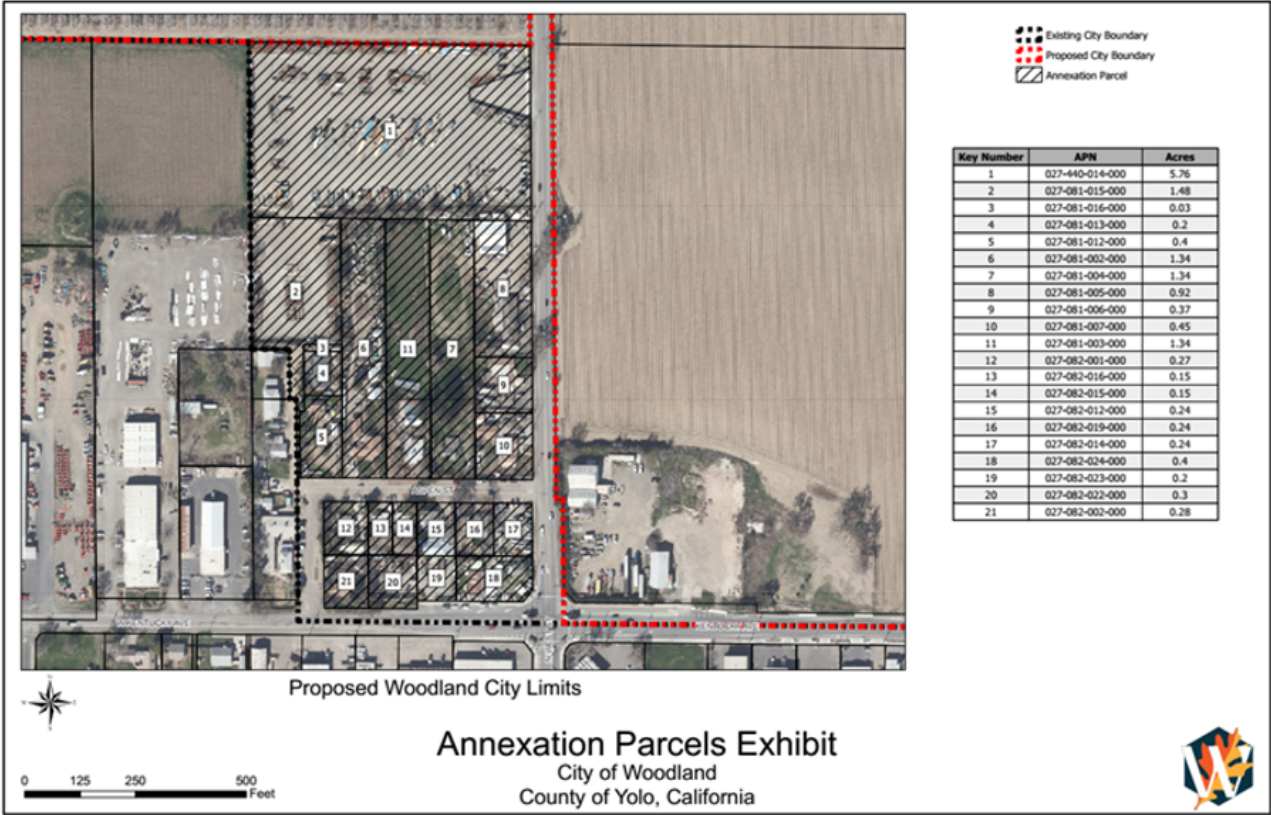
The Westucky Area is a small residential pocket located at the northwest corner of Kentucky Avenue and County Road 99 as shown in Exhibit-5. As mentioned previously as part of State annexation requirements through LAFCo and outlined in the Cortese-Knox-Hertzberg Act (CKH), disadvantaged islands or fringe communities must annex along with any surrounding areas slated for possible annexation. The Westucky Area was identified in the City's 2035 General Plan as a "disadvantaged

community” and under State guidelines is therefore being considered for annexation with the adjoining Barnard Area. For cities, a “disadvantaged unincorporated community” is defined as a fringe or island community in which the median household income is eighty percent or less of the statewide median household income.

According to an income survey conducted by Yolo County in 2013, the unincorporated Westucky residential community has approximately 88 percent of residents with households that qualify as Low-Income (between 51 and 80 percent of area median income), Very Low-Income (31 to 50 percent AMI), or Extremely Low-Income (below 30 percent AMI). Located immediately north of Kentucky Avenue and west of West Street within SP-3B the area is comprised of a mix of existing homes and industrial uses. Under the City’s General Plan, the land use designations surrounding the Westucky area include Industrial/Light Industrial Overlay to the north and west, and Specific Plan-3A to the east.

Additionally, LAFCo regulations do not allow annexation islands of land. Therefore, the stretch of County Road 99 from the current city limits to the I-5 interchange is also proposed as part of the annexation.

Exhibit – 5 Westucky Area Parcels |

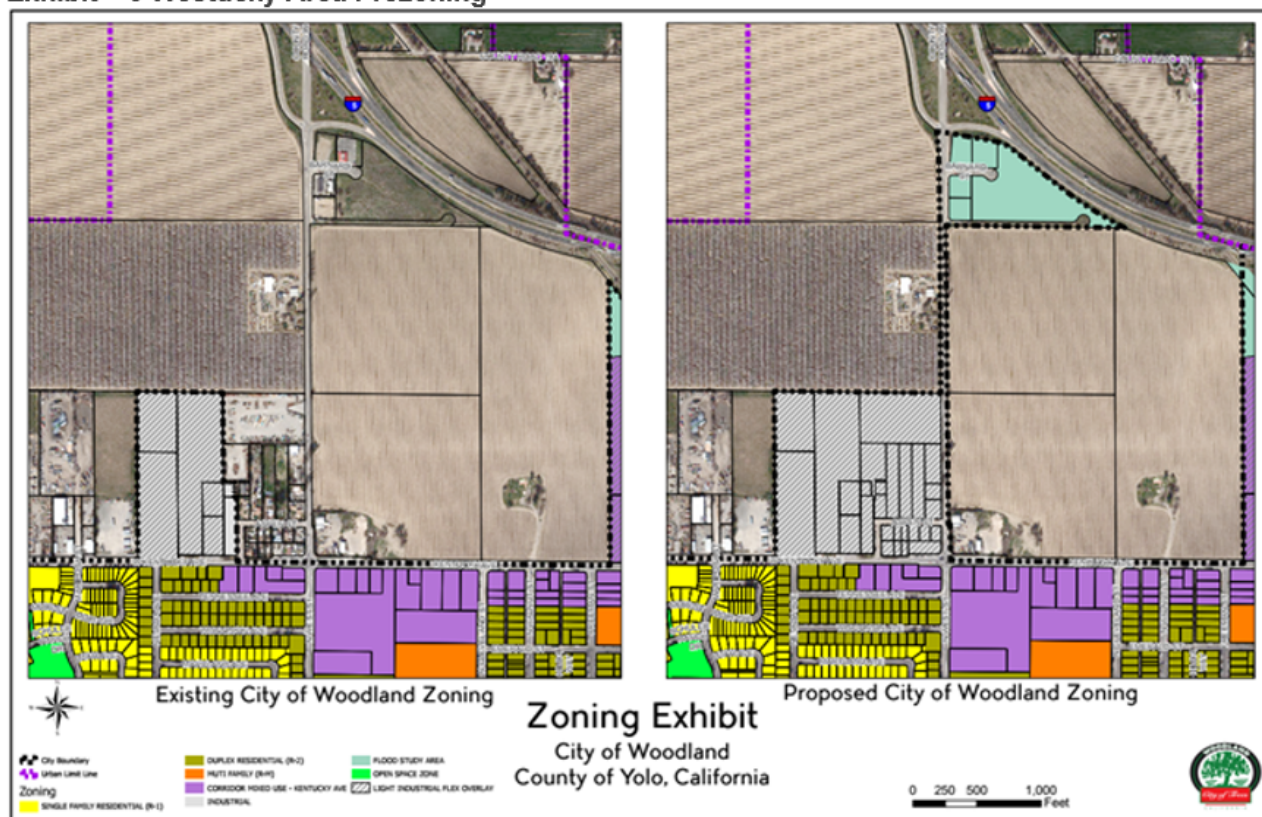


Additionally, in 2016, as part of the Memorandum of Understanding (MOU) between the City of Woodland and Yolo County, the fifteen (15) parcels located within the Westucky Area (APNs listed above) were identified for the extension of water and sewer service (Resolution No 2016-09/LAFCo No. 921). Each property owner in the subject territory signed an associated agreement with the City of Woodland approving the service extension and agreeing to annexation upon future request of the City.

The City is now looking to fulfill the terms of the agreement for the annexation of the Westucky parcels. The City has reached out to all property owners that are part of the original agreement (as well as current property owners, if different) to provide notification of the proposed annexation.

The area is designated under the City's General Plan as Industrial with a Light Industrial Overlay (I/LIO). The pre-zoning for this area is proposed to remain consistent with the General Plan as I/LIO, Exhibit - 6.

Exhibit – 6 Westucky Area Prezoning



PIRMI AREA (#3) - 76.43 ACRES

Assessor Parcel Numbers: 027-340-005, 008, 010, 020, 022, 027, 033, 034, 035, 037, 038.

General Plan Land Use Designation:

Industrial/Light Industrial Overlay (IN/IF)

Flood Study Area (FS)

Public/Quasi Public (PQ)

Proposed Pre-Zoning Designation:

Industrial/Light Industrial Overlay (I/LIO)

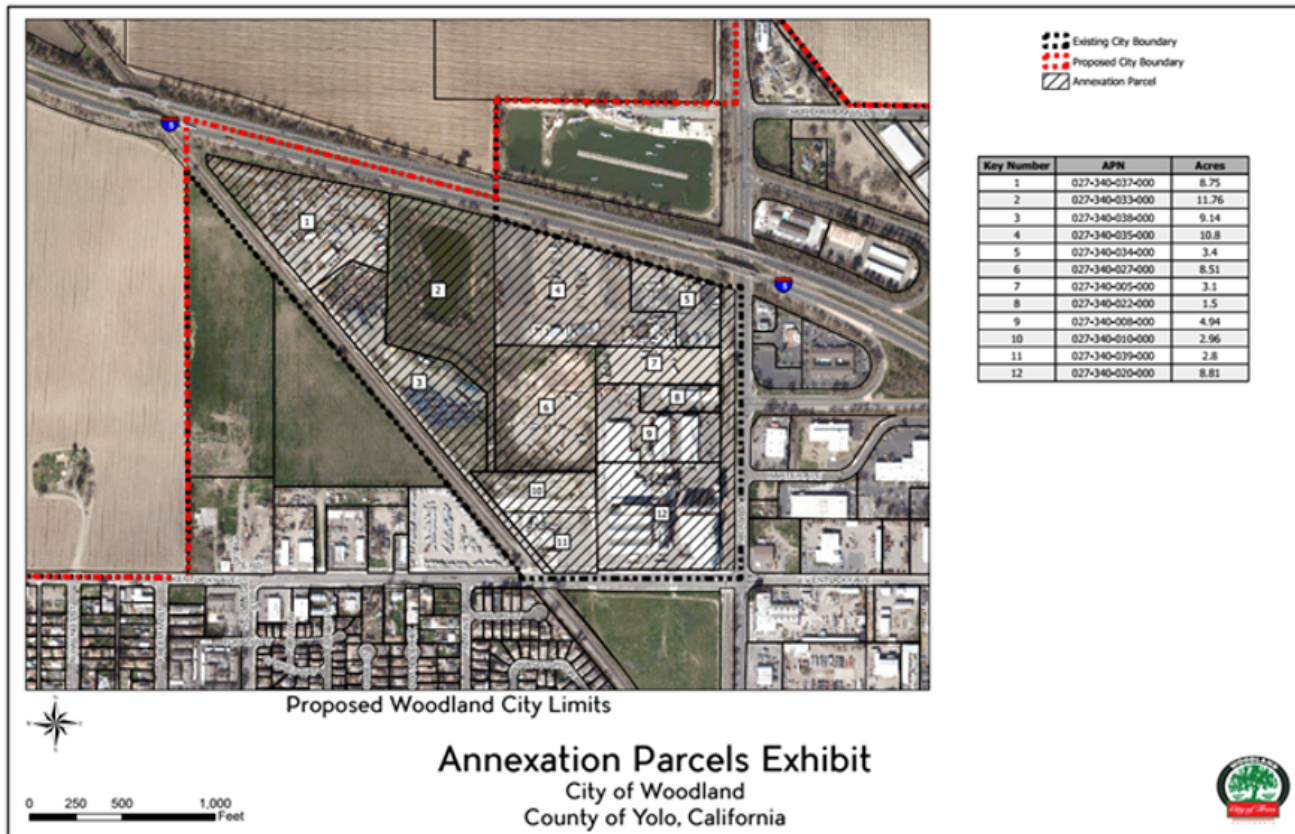
Flood Study Area (FSA)

Public/Quasi Public (PQ)

The Pirmi Area Annexation is located on the northwest corner of Kentucky Avenue and East Street, just south of Interstate-5. The Pirmi Area is identified by the City as a potential annexation area because of its proximity to existing Industrial and Light Industrial areas/uses already located within the City of Woodland. Interstate 5 serves as the Pirmi Annexation Area's northern perimeter and East Street as the eastern perimeter, also running adjacent to Union Pacific Railroad tracks, Exhibit-7.

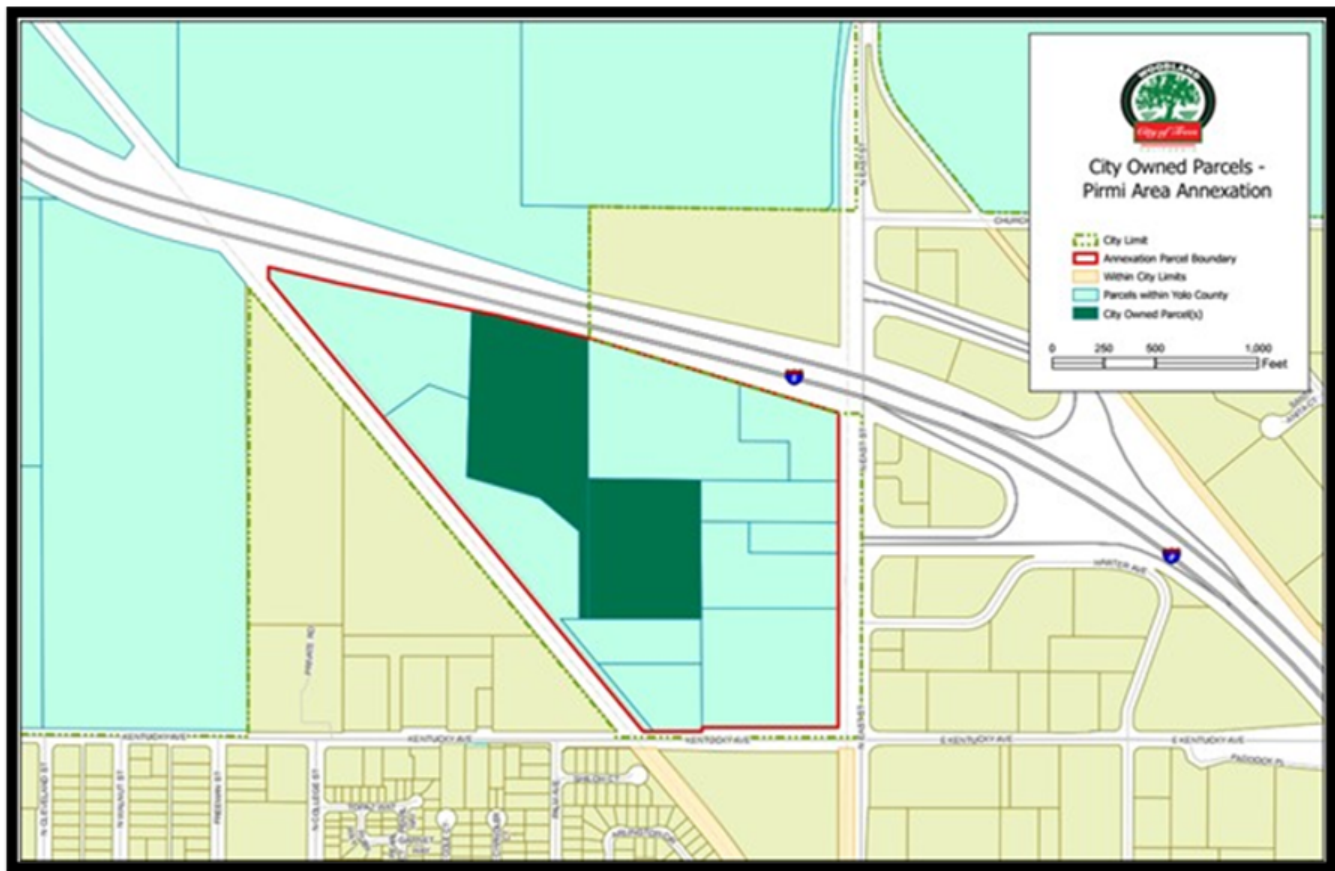
A majority of the area is developed with industrial uses such as agricultural processing, trucking, and heavy equipment storage. The area is surrounded almost entirely by developed property already located within the City of Woodland. A drainage pond exists in the public-open space designated area in the northwest corner of the annexation area on land currently owned by the City of Woodland. See Exhibit-8 below.

Exhibit – 7 Pirmi Area Parcels



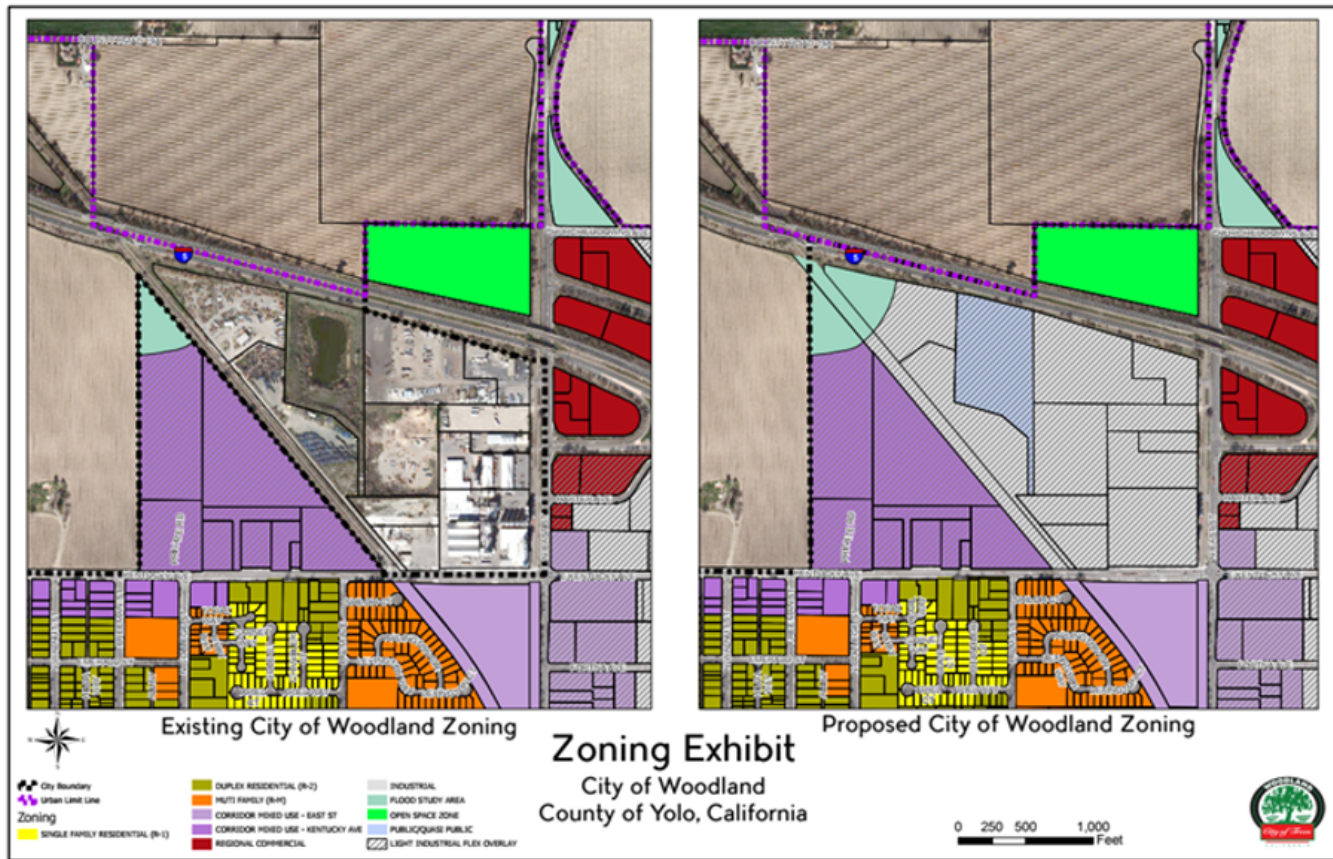
Annexation of this area will bring entitlement oversight under the jurisdiction of the City and will allow future new development or expanding businesses the ability to more easily connect to City water and sewer service without an out-of-agency agreement or MOU.

Exhibit – 8 Pirmi Area City-owned Parcels



The land east of the annexation area is designated by the City as Regional Commercial and Corridor Mixed Use/Light Industrial Overlay; land to the west is designated as Corridor Mixed Use/Light Industrial Overlay and a small area of Flood Study Area in the northwest; land to the south is designated Low Density Residential and Corridor Mixed Use. The pre-zoning for this area is proposed to remain consistent with the General Plan as shown in Exhibit-9.

Exhibit – 9 Pirmi Area Parcels



SPORTS PARK PARCEL (#4) - 40.04 ACRES

Assessor Parcel Numbers: 041-080-002

General Plan Land Use Designation: Public/Quasi Public (PQ)

Proposed Pre-Zoning Designation: Public/Quasi Public (PQ)

The Sports Park Parcel is located east of the existing City Community & Senior Center / Sports Park, just south of Sports Park Drive, as shown in Exhibit-10. The Sports Park Annexation Area is partially developed as a community park with sports fields, drainage facilities, and minor supporting infrastructure. This is a City-owned parcel and is being proposed for annexation for future community recreational uses consistent with the General Plan, Exhibit-11.

The surrounding open space to the east and south is outside the Woodland City Limit but is within the City's SOI and is zoned by Yolo County as Agricultural Intensive and designated by the City as Public/Quasi Public. State Route 113 runs southwest to northeast near the Sports Park Annexation Area's eastern boundary. Land to the west is designated Public/Quasi-Public and includes the City's Community and Senior Center. Land to the north across Sports Park Drive is designated Low-Density Residential and contains single-family residential homes. Any proposed Capital Improvement Project by the City for the parcel will be able to proceed uninhibited if the City has full control of the parcel within the City limits.

The area is designated under the City's General Plan as Public Quasi Public (PQ). The pre-zoning for this area is proposed to remain consistent with the General Plan as PQ, Exhibit-12.

Exhibit – 10 Sports Park Parcel

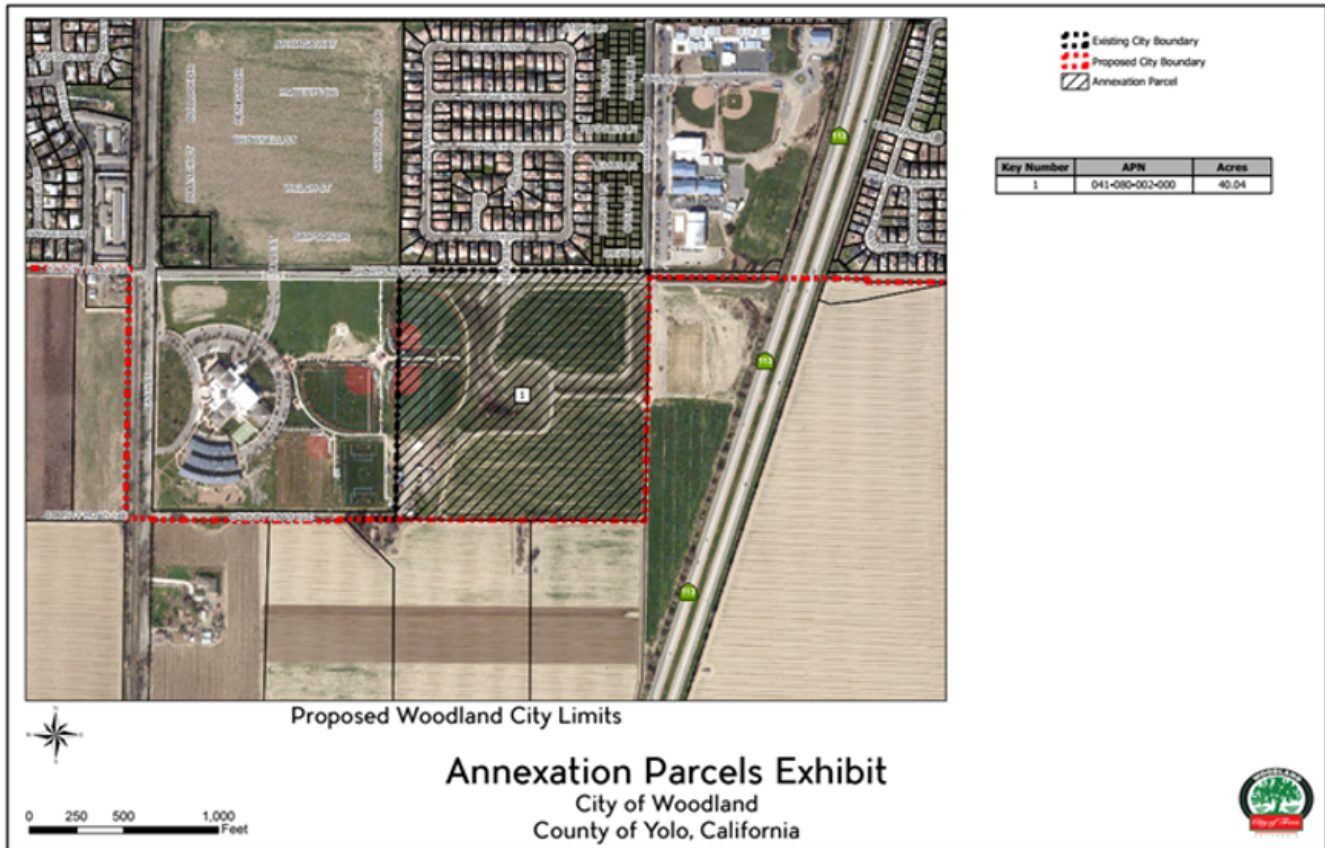


Exhibit – 11 Sports Park City-owned Parcel

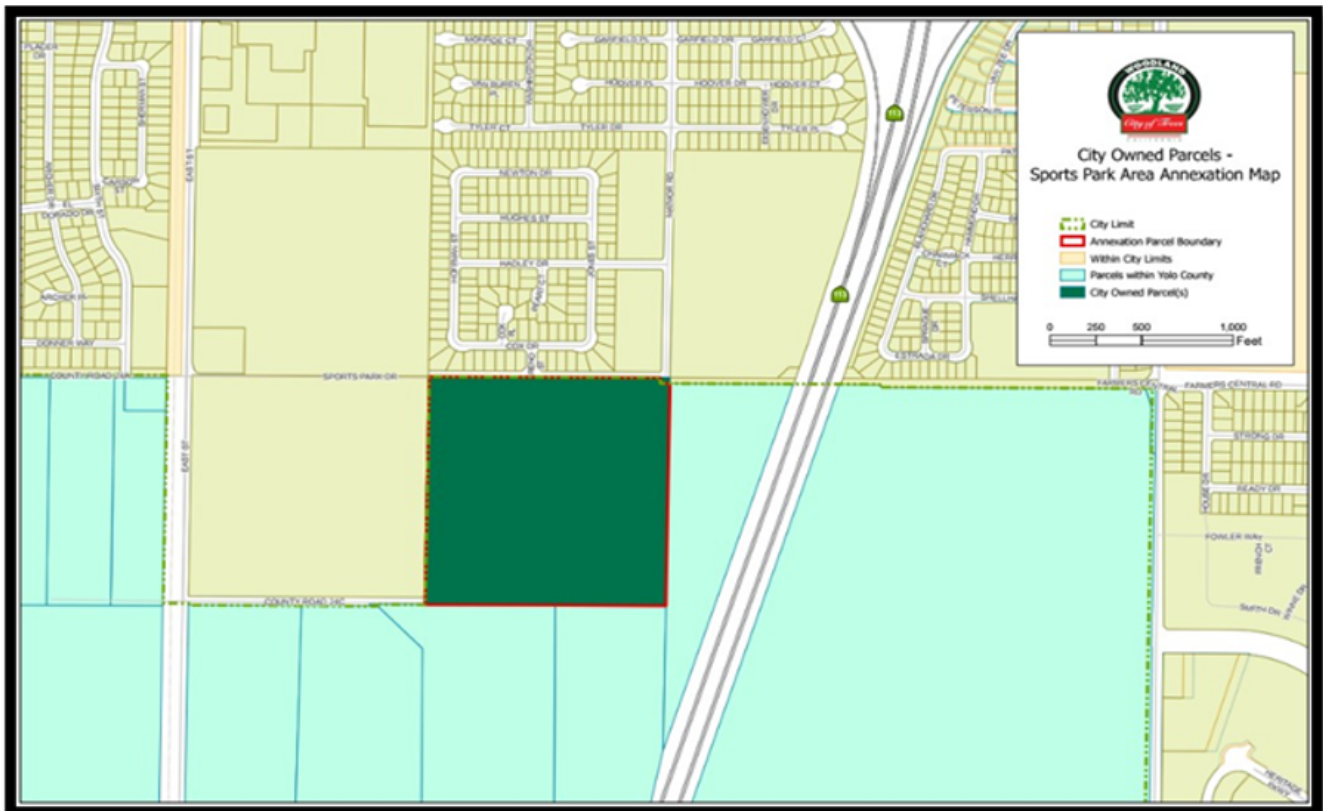
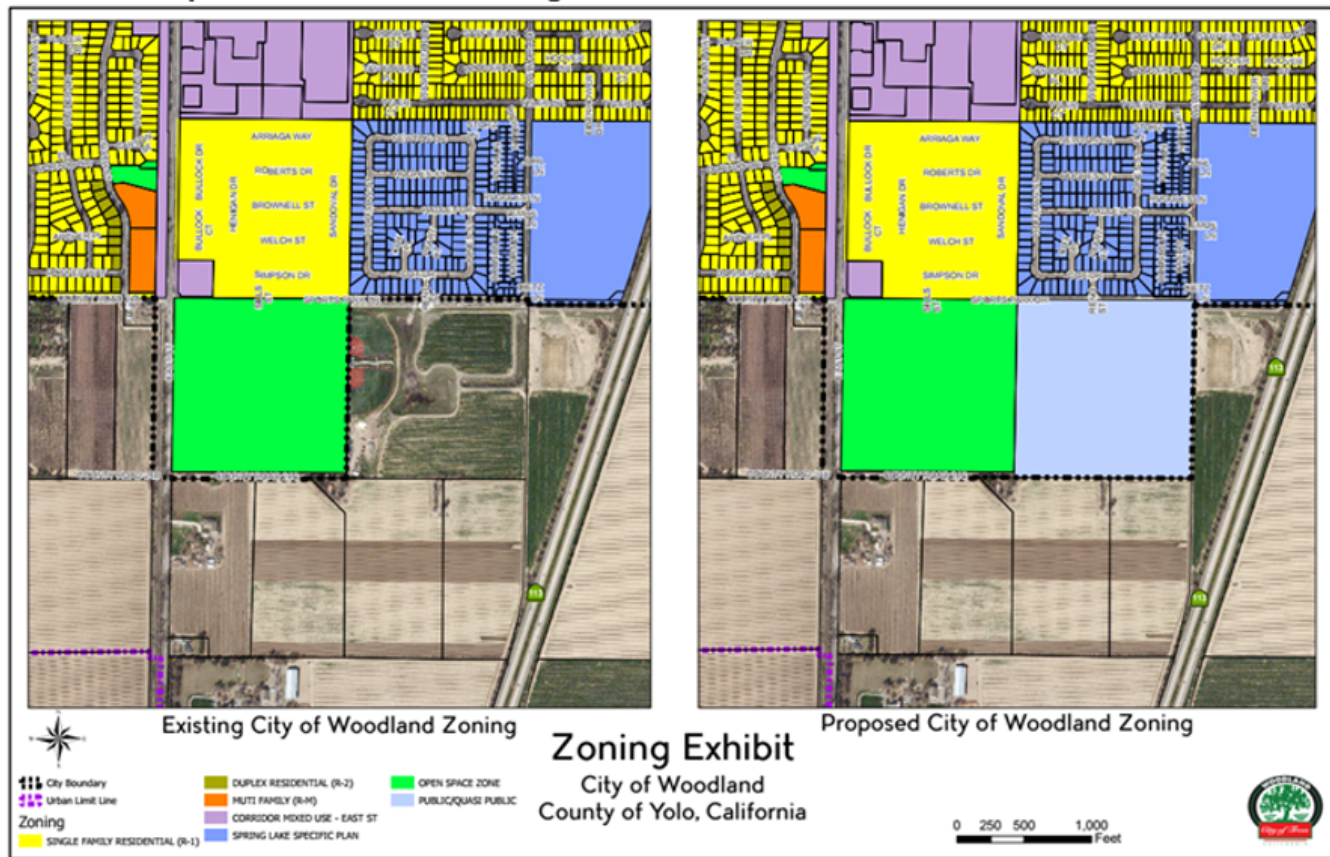


Exhibit – 12 Sports Park Parcel Prezoning



NORTHEAST INDUSTRIAL AREA (#5) - 616 ACRES

Assessor Parcel Numbers: 027-210-007; 027-350-001, -051; 027-360-042, -043, -044, -045; 027-370-008, -009, -019, -029, -034, -035.

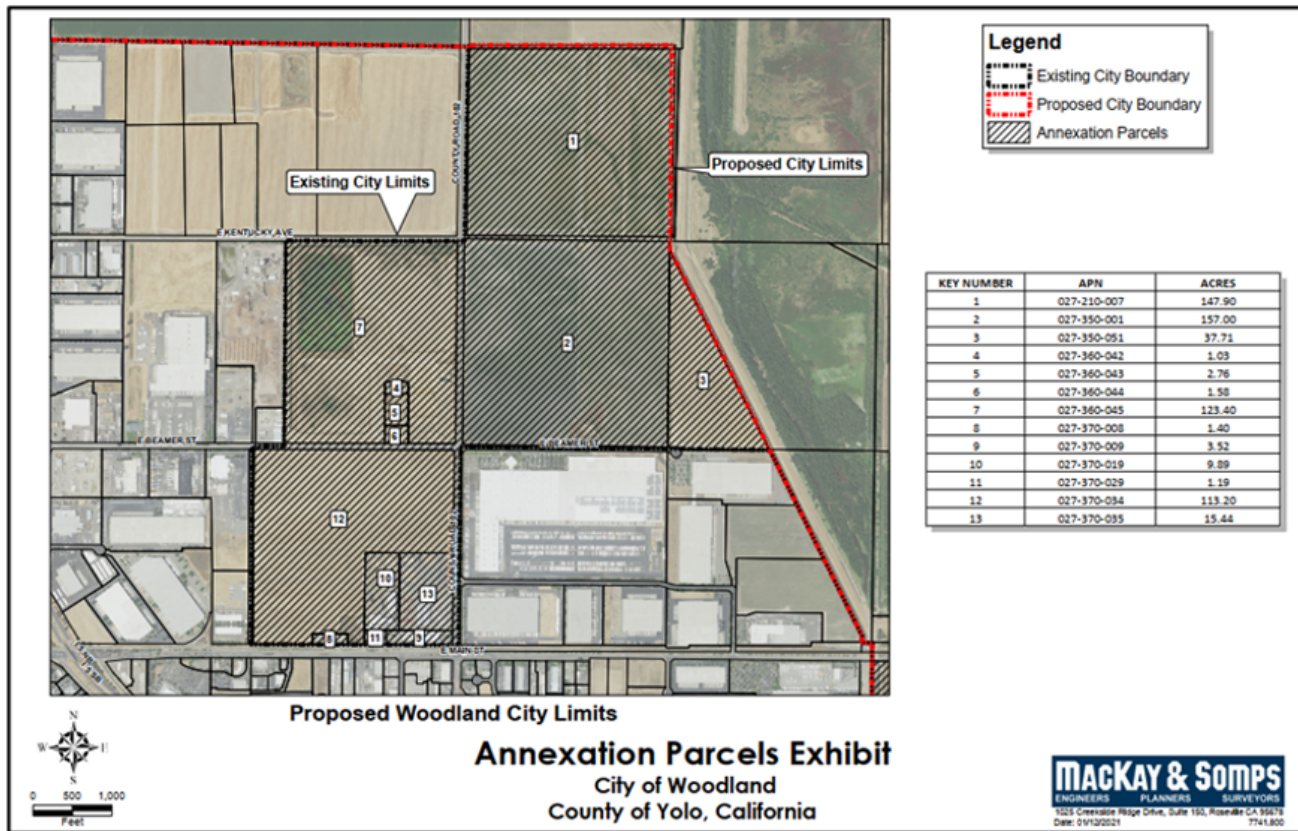
General Plan Land Use Designation: Industrial (I) and Flood Study Area (FS)

Proposed Pre-Zoning Designation: Industrial (I) and Flood Study Area (FSA)

The broader Northeast Industrial annexation area is located east of East Street and along County Road 102 is an area poised for future growth and business development. The eastern half of the area, generally east of Pioneer Avenue, is specifically identified in the General Plan as an opportunity site for future development of “larger industrial uses on larger parcels” such as warehouse and logistics centers, processing, manufacturing, and refining operations and similar uses with supporting commercial services and office space.

The Northeast Industrial Annexation Area is approximately 616 acres located in the northeastern portion of the City’s SOI, west and east of CR102, and north of E. Main Street (Exhibit -13). The Northeast Industrial Annexation Area, was initiated by f of the majority property owners in the area to provide more “shovel ready” sites for future development consistent with the land use and zoning designations of the Woodland General Plan and Zoning Code. Upon receiving the applications, city staff reached out to three additional property owners representing approximately 6.3 acres located within the larger 616-acres, to gauge their support of the annexation (areas numbered 4, 5, 6, 8 and 11 in Exhibit 13 below). All three property owners expressed support for annexation. For the purposes of this report, the General Plan designated Flood Study Area running along the city’s easterly boundary of the Urban Limit Line is considered a part of the Northeast Industrial Annexation Area.

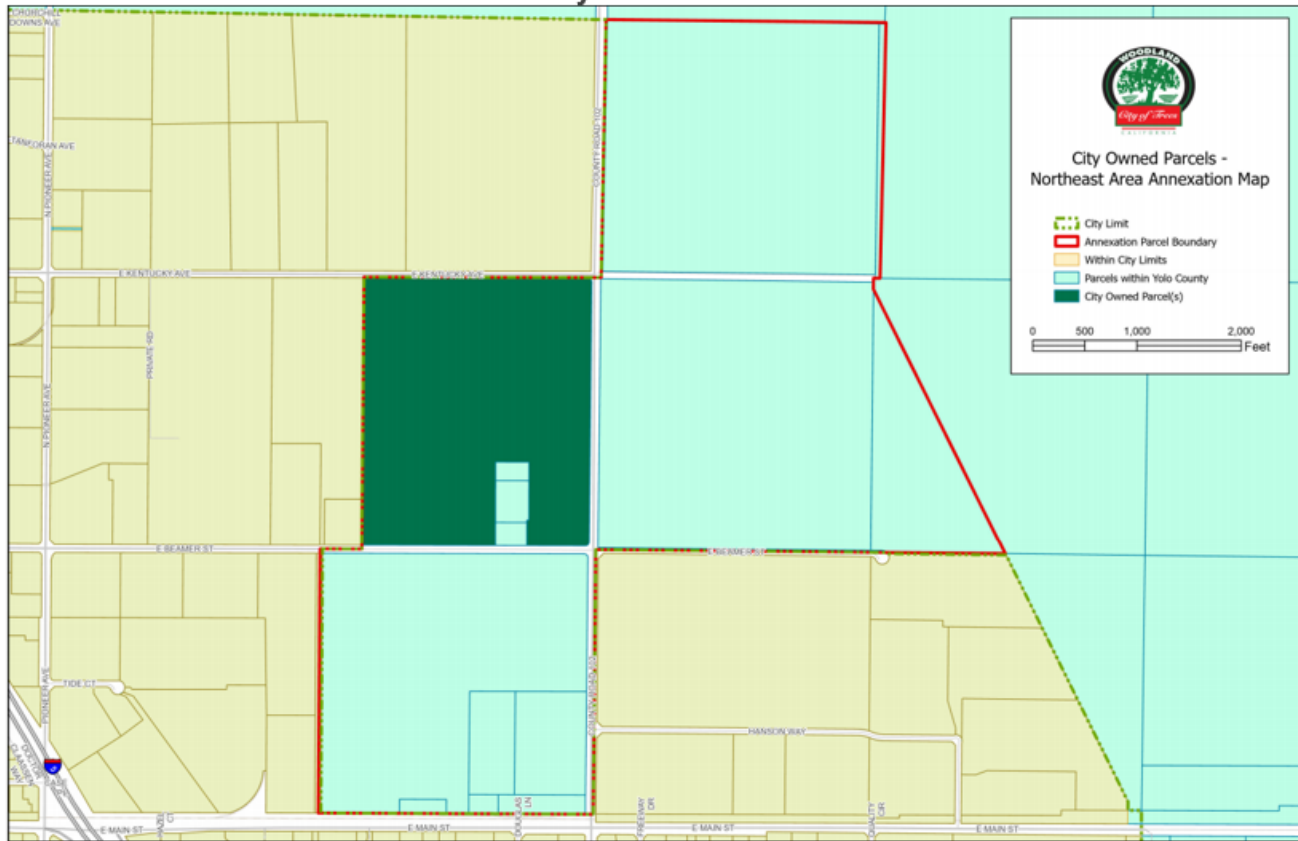
Exhibit – 13 Northeast Industrial Area Parcels



Within the Northeast Industrial Annexation Area the City owns one, 123-acre parcel where it maintains existing City stormwater management facilities, Exhibits-14. A smaller portion of this larger parcel is now owned and operated by Friends of the Mission in support of the city's unhoused population. The service-based campus includes an emergency shelter and transitional housing facilities and a treatment facility currently under construction and is located immediately adjacent to the city parcel, north of Beamer Street.

Additional properties within the Project Area include the Adams Grain Company facility, Woodland Welding Works and a Sierra Railroad owned parcel, all located immediately north of E. Main Street at the southernmost boundary of the annexation area. Pre-zoning for the annexation area is consistent with the General Plan's Industrial and Flood Study Area Land Use Designations as shown in Exhibits-16, below.

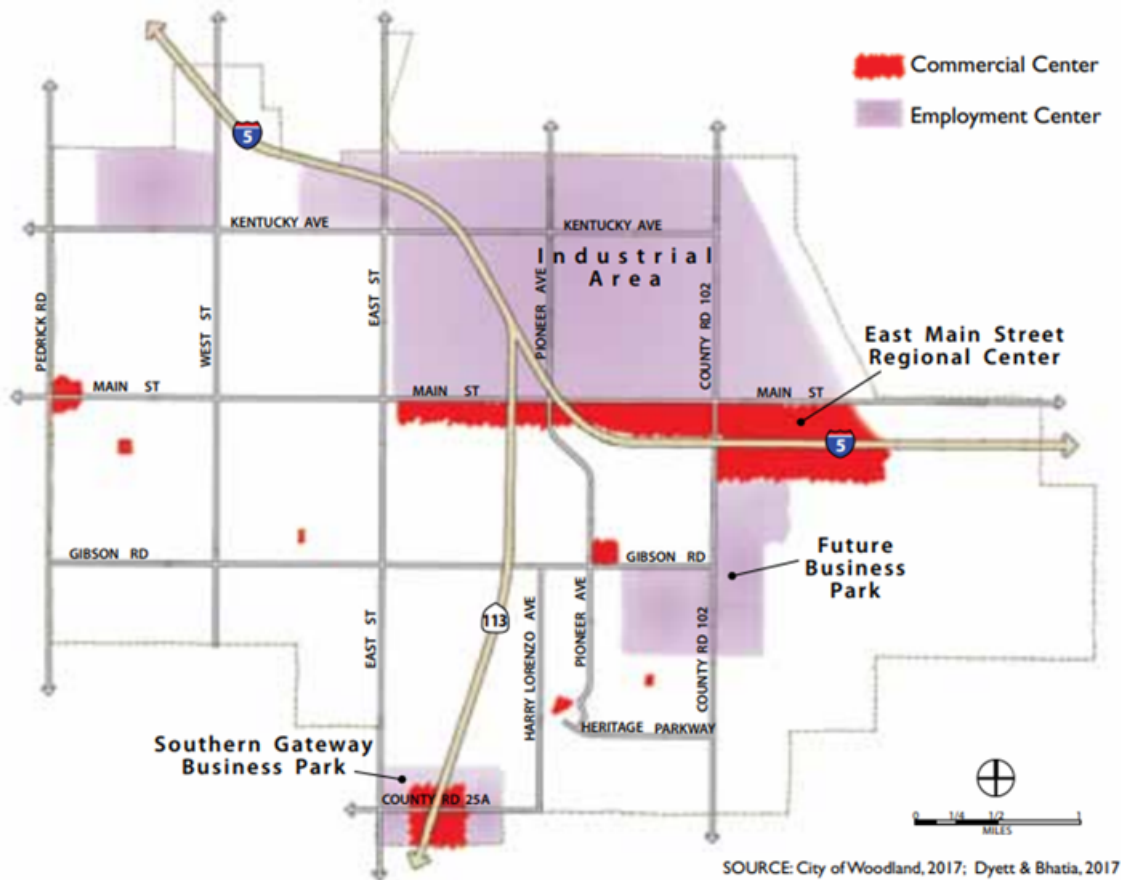
Exhibit – 14 Northeast Industrial Area City-owned Parcel



Land within the Northeast Industrial Annexation Area is predominantly undeveloped, with just under 40 acres of industrial development directly northwest of the intersection of East Main Street and County Road 102, and an existing drainage basin within the parcel north of East Beamer Street and West of County Road 102. There are no immediate plans for development. However, annexation would allow for a more streamlined process when and if future development should occur. At build out, it is anticipated that the annexation area will accommodate over 6 million square feet of industrial development as well as supporting commercial and retail uses, consistent with the development priorities and vision of the 2035 General Plan.

The Northeast Industrial Annexation Area is also identified in the General Plan as a focus area for economic growth based on the potential for employment generation (Exhibit-15) as well as property and sales tax revenue. Following the adoption of the General Plan, the City negotiated a Tax Exchange Agreement with Yolo County in February 2018 in anticipation of the annexation of this area. As noted previously in this report, the Agreement provides favorable terms for the city's share of future property tax revenue associated with future development in this area.

Exhibit – 15 Industrial Employment Center Areas

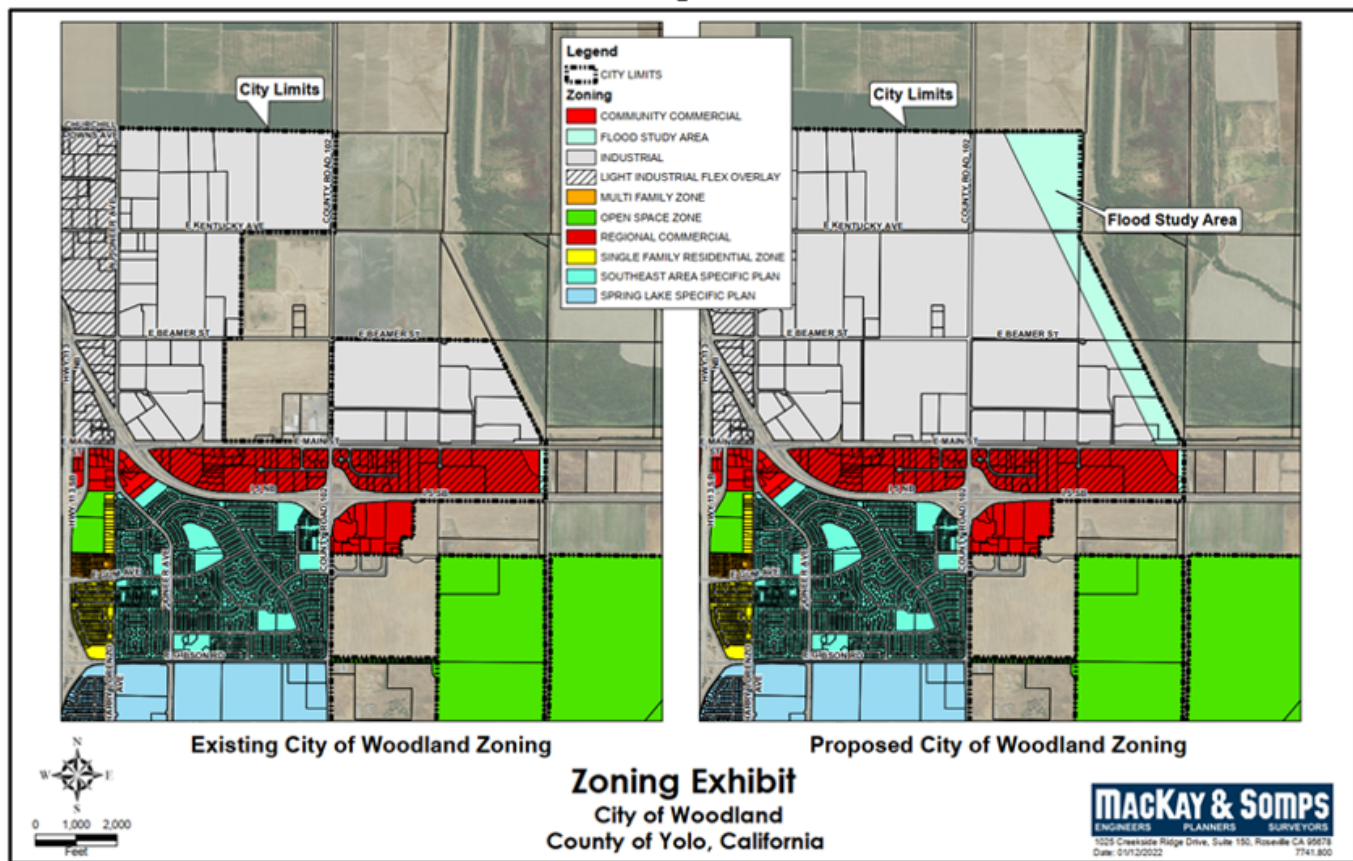


Much of the Northeast Industrial Area is located within a 100 and 200-year flood plain. Any future development would be subject to offsite flood impact analysis and would likely require elevated building pads above the floodplain. It is beneficial for the Northeast Industrial Annexation Area to be located within the City's municipal boundary to prevent underutilization or inefficient use of land and uses that may conflict with a future flood protection project. Urban development is not permitted within the General Plan designated FS portion of this area until the boundaries of the flood protection project have been determined.

Additional land inventory is needed to support both existing Woodland-based companies looking to expand operations, and for new companies looking to locate in the city. The availability of land and/or building square footage for industrial uses is at a historical low, ranging from 0-3% percent vacancy over the last several years. Industrial vacancy rates have hovered around 1% since 2021 and remain one of the lowest in the region. The Sacramento region's industrial market similarly experienced significantly low vacancy rates between 2.4 and 3.1 percent; also record lows for the region. (Source: CBRE Research, Q2 2023).

Annexation of the proposed area is consistent with the City's planning assumptions over the horizon of the 2035 General Plan, includes pre-zoning consistent with the 2035 General Plan land use designations for the respective areas, and does not propose any land use designation changes nor physical changes within the proposed annexation areas.

Exhibit – 16 Northeast Industrial Area Prezoning



In order to specify the manner in which the necessary infrastructure, public facilities, and other programs or services as provided in the Northeast Industrial Annexation Area will be constructed and/or operated and financed, among other matters, the City and each property owner within the Northeast Industrial Annexation Area intend to have entered into Development Agreements (see attachments), which will be modified for each individual property owner (Attachments 6,8,10,12). Key terms of the Development Agreements, consistent with the goals and policies of the General Plan, include:

- 30 year agreement term.
- At the City's request, within 3.5 years of annexation, Property 1 (Exhibit 13 above) shall dedicate up to 70 acres to the City at no cost for possible future flood protection project.
- Allocation of funds to City for fair share contribution to a possible future flood protection project.
- Applicants shall fund a Transportation Demand Management assessment to reduce Vehicle Miles Traveled consistent with General Plan Policy 3.A.4.
- Construction of a Northeast Industrial Area gateway monument sign near E. Main Street and CR102.
- Install and maintain landscaping along the north side of E. Main Street from CR102 west to the annexation area boundary.

Next Steps in the Annexation Process

Formal LAFCo Application

Once an application is made to LAFCo, the agency will notify property owners of the formal

annexation application proceedings. Ultimately, the LAFCo Board must vote to approve or deny the application in a public hearing. LAFCo will forward the boundary changes to the County Recorder and to the State of California to be enacted.

It is anticipated that a formal recommendation on the Northeast Industrial Area and Citywide annexations will be presented to LAFCo in early December for review by the end of 2023.

Upon annexation, municipal services provided by the City will include: library; storm drainage; water and wastewater; police and fire protection; planning and zoning; parks and recreation; construction and maintenance of streets, roads, and infrastructure; and general administrative support services. The City will also take over responsibility for development review, including land use entitlements and building permits and inspections, as well as public works including street maintenance and construction and operation.

General Plan and (Pre) Zoning Consistency

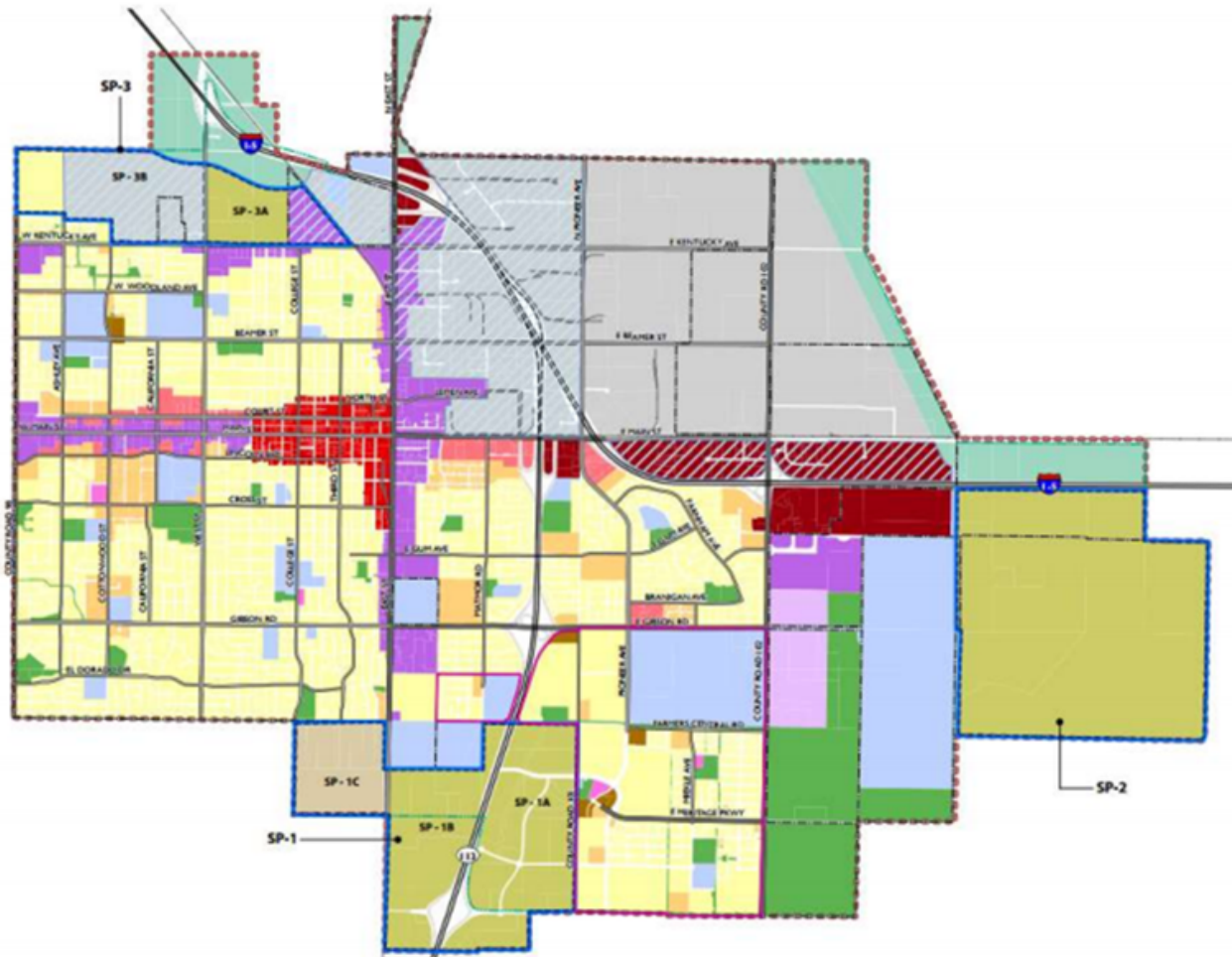
The City of Woodland 2035 General Plan established land use designations for the entirety of land within the 2006 voter approved Urban Limit Line and SOI boundary. Future development and pre-zoning will remain consistent with the General Plan land use designations as outlined in the description of the annexation areas and in the table below (Table-1 & Exhibit-17). Prezoning will take effect upon approval of the annexation by the Yolo LAFCo Commission.

The following sections outline the proposed annexation consistency with the City's General Plan Goals and Policies.

Table – 1 Rezoning General Plan Consistency

Annexation Area	Existing Yolo County Zoning	Existing City of Woodland General Plan Designation	Rezoning
Annexation Area #1: Barnard Street	Highway Service Commercial (C-H)	Flood Study Area (FS)	Flood Study Area (FSA)
Annexation Area #2 Westucky	Agricultural Intensive (A-N); Local Commercial (C-L); Low Density Residential (L-R); Public/Quasi-Public (PQP); Residential Rural-2 acre (RR-2);	Industrial (I)/Light Industrial Flex Overlay (IF)	Industrial (I)/Light Industrial Flex Overlay (IF)
Annexation Area #3 Pirmi East Street	Heavy Industrial (I-H)	Industrial (I)/Light Industrial Flex Overlay (IF); Public/Quasi-Public with Light Industrial Flex Overlay; One parcel of 8.75 acres designated as Flood Study Area (FS)	Industrial (I)/Light Industrial Flex Overlay (IF); Public/Quasi-Public with Light Industrial Flex Overlay; One parcel of 8.75 acres designated as Flood Study Area (FSA)
Annexation Area #4: Sports Park	Agricultural Intensive (A-N)	Public/Quasi Public (PQP)	Public/Quasi Public (PQP)
Annexation Area #5: Northeast Industrial	Parcels West of County Road 102 and North of East Beamer Street are Public/Quasi-Public (PQP); Parcels West of County Road 102 and South of East Beamer Street are Heavy Industrial (H-I); Parcels East of County Road 102 are Agricultural Intensive (A-N)	Industrial (I) Eastern perimeter designated as Flood Study Area (FS)	Industrial (I) Eastern perimeter designated as Flood Study Area (FSA)

Exhibit – 17 General Plan Land Use Map



Policy 2.A.2 Finite Land Resources. *Given that the ULL serves to make land availability within the city a finite resource, maintain high expectations for development.*

General Plan Consistency: The County has continued to receive development proposals for the proposed annexation areas and annexation is a way to have greater control over the development in these growth areas. Upon annexation the City will have full review authority on all new development proposals and/or entitlements to assure future development meets the City's General Plan Goals and Policies.

Policy 2.B.3 Tax Sharing. *As new growth areas are annexed to Woodland, advocate for favorable tax-sharing agreements that ensure that the City receives the revenues necessary to support the required municipal services and infrastructure required in new growth areas.*

General Plan Consistency: The City has an approved tax sharing agreements for all proposed annexation areas.

Policy2.B.4 Development Agreements. *Use Development Agreements to maximize public benefit (beyond conditions of approval and mitigation measures) from new growth in Specific Plan areas and other major developments.*

General Plan Consistency: Development Agreements are required of the primary landowners in the Northeast Industrial Annexation Area.

Policy 2.B.5 Coordination. *Consult with other agencies and jurisdictions, including Yolo County, the Yolo County Local Agency Formation Commission (LAFCo), the Woodland Joint Unified School District (WJUSD), the Sacramento Area Council of Governments (SACOG), the Yolo County Transportation District (YCTD), and the Yolo County Resource Conservation District, as Specific Plan Areas are being planned to ensure that services and infrastructure can be adequately extended to serve new growth.*

General Plan Consistency: The City has been in coordination with Yolo County and LAFCo during preliminary discussions regarding the proposed annexation and throughout the planning process.

Policy 2.B.6 Other Development in Unincorporated Areas within the ULL. *Prior to the provision of City services to unincorporated areas within the ULL, require those unincorporated properties to be annexed into the City, or require a conditional service agreement to be executed agreeing to annex when deemed appropriate by the City.*

General Plan Consistency: Three of the proposed annexation areas are currently connected to sewer and water services and annexation will fulfill the requirement in the signed MOUs for these areas to annex upon request of the City. City services are available proximate to the remaining proposed annexation areas. Annexation will allow future development the ability to connect to these city services without the need for a conditional or out-of-agency services agreement. All areas are currently served by City Fire and Police. All areas are also currently served by Waste Management, although it is anticipated that service rates will be reduced for properties annexing into the city.

Policy 4.C.5 Strategic Land Inventory. *Maintain an adequate amount of land properly zoned, consistent with the General Plan, and ready to be expeditiously developed, redeveloped, and/or revitalized for economic development and job creation. The land inventory should include parcels of a range of sizes, locations and job-supporting land use designations in order to support a wide variety of industries and development needs.*

General Plan Consistency: Availability of land and/or building square footage for industrial uses remains historically low, ranging from zero to three percent vacancy over the last several years. Additional land inventory is needed to support both existing Woodland-based companies looking to expand operations and for new companies looking to locate in the city. There is significant interest in land availability for manufacturing as well as warehouse and logistic uses. Several companies interested in locating in Woodland have invested elsewhere due to lack of industrial inventory and/or land. The proposed annexation will incorporate over 400 acres of land for future industrial development. Additionally, the City identified key areas within the SOI that have existing and proposed development that allow the City to realize increased tax benefits and have greater influence on overall buildout within the SOI.

Policy 2.K.3 Northeast Area. *Promote clustering of industrial uses into areas that have common needs and impacts in order to maximize their efficiency and minimize conflicts. Provide for industrial uses that require a larger footprint on the east side of the northeast industrial area. Provide for smaller uses on the west side.*

General Plan Consistency: Properties suitable for future development within the proposed Northeast Industrial Annexation Area generally range in size from 113 to 157 acres, allowing for larger building and use footprints along the CR 102 corridor north of E. Main Street.

Policy 2.K.5 CR 102 North. *As the industrial area builds out, provide enhanced roadway and streetscape improvements to CR102 North to improve accessibility and the visual appearance of the eastern portion of the industrial area.*

General Plan Consistency: Annexation Development Agreements require the installation of an entryway monument sign near E. Main Street and CR102, identifying the Northeast Industrial Area as a professional industrial district. The Development Agreement also requires the installation of landscaping along the north side of E. Main Street, south of the railroad tracks, along the boundary of the annexation area to further enhance the visual appearance at this gateway location. As the area along CR 102, north of E. Main Street builds out, roadway improvements will largely consist of additional street lights, traffic signal(s), and additional road lanes or turn pockets as necessary to accommodate increased trip generation in these areas. Each development project will provide attractive on-site landscaping and signage along public right-of-ways, and any outdoor stored materials will be screened from public view by fencing and/or landscaping. Opportunities for public art will be explored where appropriate.

Environmental Analysis:

Annexations are projects subject to the environmental review requirements of the California Environmental Quality Act (CEQA).

An Initial Study was prepared for the proposed annexations and contains the evaluation and discussion of potential environmental impacts. The analysis concluded that the proposed annexations would have no physical impacts on the environment and that the annexations qualify for an exemption, consistent with the California Environmental Quality Act (CEQA) Guidelines Section 15183 because they would be consistent with the following CEQA requirements:

- The proposed annexations would be consistent with the development type and density established by existing land use designations under the General Plan policies for which an EIR was certified in 2017.
- There would be no effects which are peculiar to the proposed annexations or annexation areas that were not otherwise identified under the 2035 General Plan and CAP EIR.
- There would not be potentially significant off-site and/or cumulative impacts that the 2035 General Plan and CAP EIR failed to evaluate.
- There is no substantial new information that would result in more severe impacts than anticipated by the 2035 General Plan and CAP EIR.
- The proposed annexations would be subject to uniformly applied policies, regulations, and development standards that implement the 2035 General Plan, as applicable to any future development located within the annexation areas. Where the 2035 General Plan includes policies and implementation programs developed for the purposes of minimizing and avoiding environmental impacts and that would not be otherwise enforced through existing regulations, the City would enforce implementation of such policies and implementation programs through Conditions of Approval or requirements incorporated within the respective Development Agreements. (see Attachment 3, CEQA Initial Study).

As such, further environmental review is not required by CEQA for the proposed annexations. The City has conditioned the approval of the annexation on the implementation of applicable Conditions of Approval (Attachment 4) and/or requirements included within respective Development Agreements to ensure that all policies from the City's General Plan developed for the purpose of minimizing and avoiding environmental impacts, and not otherwise achieved through uniformly applied policies, regulations, and development standards, are implemented as future development is proposed.

Legal/Public Notification:

Notice of Public Hearing was distributed to the following parties in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law on or before October 4 and October 29, 2023:

- Legal advertisement was published in the Woodland Daily Democrat on October 6 and October 29, 2023.
- Notices were mailed to all property owners and residents within the proposed annexation area boundaries
- Notices were mailed to all property owners and tenants/occupants within 600 feet of the boundaries of the annexation areas.

Copies of the factual staff report for the proposed project have been on file at City Hall since November 3, 2023.

Additionally, in August of 2021 prior to the formal public hearing, city staff mailed a courtesy notice to all property owners within each of the proposed annexation areas. The notice described the proposed annexation areas and relevant parcel and background information on any supporting MOU agreements with annexation requirements. Additionally, the notice provided a brief overview of the annexation process, addressed frequently asked questions, and provided city staff contact information for questions.

Public Notice was also sent to residents and property owners as part of the legal notice of the Planning Commission's October 19, 2023 Public Hearing for the proposed Annexation.

Conclusion:

Staff recommends that the City Council hold a Public Hearing and take the following actions regarding the annexation of 764 acres into the City of Woodland:

1. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 1) Establishing Zoning Designations (Prezoning) for the Northeast Industrial, Pirmi, Barnard, Westucky, and Sports Park Annexation Areas and Amending the City of Woodland Zoning Map to indicate thereon the zoning applicable to the Annexation Areas
2. Adopt Resolution No. _____ (Attachment 2), authorizing the City Manager to file an application with LAFCo initiating Annexation of Approximately 764 acres into the City of Woodland pursuant to the Cortese-Knox-Hertzberg Act (CKH) in compliance with the adopted Sphere of Influence and Urban Limit Line
3. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 5) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and California Compass Logistics Center, LLC
4. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 7) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Knaggs Commercial Properties Company, L.P.
5. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 9) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Three Kilkenny-Marks Investors, LLC
6. Waive the First Reading and Introduce Ordinance No. _____ (Attachment 11) Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC
7. Adopt Resolution No. _____ (Attachment 13) Approving the Subordination Agreement by and between the City of Woodland and California Compass Logistics Center, LLC and Arena Investors, LP

Prepared by:

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Erika Bumgardner, Principal Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org

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

Attachments:

1. Rezoning Ordinance
2. Annexation Resolution
3. Woodland Annexation Initial Study_June 2022
4. Annexation Conditions of Approval
5. California Compass DA Ordinance
6. Woodland Development Agreement--Northeast Annexation (California Compass)
7. Knaggs DA Ordinance
8. Woodland Development Agreement--Northeast Annexation (Knaggs)
9. Kilkenny-Marks Investors DA Ordinance
10. Woodland Development Agreement--Northeast Annexation (Marks)
11. Netaj, LLC DA Ordinance
12. Woodland Development Agreement--Northeast Annexation (Netaj_ LLC)
13. Subordination Agreement Resolution
14. Subordination Agreement

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING
PREZONING FOR THE BARNARD, WESTUCKY, PIRMI, SPORTS PARK, AND
NORTHEAST INDUSTRIAL ANNEXATION AREAS**

BARNARD APN: 027-430-001, 002, 003, 004, 005

**WESTUCKY APN: 027-081-002, 003, 004, 005, 006, 007, 012, 013, 014, 015, 016 027-082-001, 002,
012, 014, 015, 016, 019, 022, 023, 024, AND 027-440-014**

PIRMI APN: 027-340-005, 008, 010, 020, 022, 027, 033, 034, 035, 037, 038

SPORTS PARK APN: 041-080-002

**NORTHEAST INDUSTRIAL APN: 027-210-007; 027-350-001; 027-350-051; 027-360-042, -043, -
044, -045; 027-370-008, -009, -019, -029, -034, -035**

WHEREAS, in January, June and October 2021, the City of Woodland (“City”) received planning applications from four property owners representing a majority of land owners within the Northeast Annexation Area, requesting annexation of approximately 616 acres into the City; and

WHEREAS, in October of 2020 and February of 2021, the City received notification from Yolo County of two pending applications and municipal service requests for development occurring within the City’s Sphere of Influence (SOI) but outside of the city municipal boundary for the Barnard Area (Co Rd 99 and Interstate 5), an area that has an existing Memorandum of Understanding (MOU) with the City to annex upon the future request of the City; and

WHEREAS, the City adopted an extensive General Plan update in May 2017, including Land Use designations for all areas within the SOI proposed for near-term annexation in anticipation of future development; and

WHEREAS, the proposed Prezoning (**Exhibit A**) within the Annexation Areas is consistent with the General Plan land use designations; and

WHEREAS, the Project Area is located within the City’s 2006 voter-approved Urban Limit Line, but outside of the current municipal boundary/city limit; and

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Annexation Areas and to other parties on or before October 29, 2023, and duly published in the Woodland Daily Democrat on October 4 and October 29, 2023, providing notice of the City Council’s November 7, 2023, public hearing regarding the Citywide Annexation including City Council consideration of the Prezoning within the Annexation Areas; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on October 19, 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 and voted 5-0, with two members absent, to recommend City Council approve the Prezoning; and

WHEREAS, on November 7, 2023, the City Council conducted a duly noticed public hearing on the Citywide Annexation Areas Rezoning and related approvals where the public was able to participate and comment and on said date the public hearing was opened, held and closed; and

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), the proposed Annexation and Rezoning is exempt from CEQA review per CEQA regulation Section 15183, which applies to projects consistent with the development density established by existing General Plan policies for which an EIR was certified; and

WHEREAS, Government Code Section 56375(a)(7) provides that a city shall establish zoning for an annexation area prior to, and as a condition of, completion of the annexation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby ordain as follows:

Section 1: Purpose

The purpose of this ordinance is to establish pre-zoning for the Project.

Section 2: Findings

California Environmental Quality Act (CEQA)

An Initial Study was prepared for the proposed annexations and contains the evaluation and discussion of potential environmental impacts. The analysis concluded that the proposed annexations would have no physical impacts on the environment and that the annexations qualify for an exemption, consistent with the California Environmental Quality Act (CEQA) Guidelines Section 15183 because they would be consistent with the following CEQA requirements:

- The proposed annexations are consistent with the development type and density established by existing land use designations under the General Plan policies for which an EIR was certified in 2017.
- There would be no effects which are peculiar to the proposed annexations or annexation areas that were not otherwise identified under the 2035 General Plan and CAP EIR.
- There would not be potentially significant off-site and/or cumulative impacts that the 2035 General Plan and CAP EIR failed to evaluate.
- There is no substantial new information that would result in more severe impacts than anticipated by the 2035 General Plan and CAP EIR.
- The proposed annexations would be subject to uniformly applied policies, regulations, and development standards that implement the 2035 General Plan, as applicable to any future development located within the annexation areas. Where the 2035 General Plan includes policies and implementation programs developed for the purposes of minimizing and avoiding environmental impacts and that would not be otherwise enforced through existing regulations, the City would enforce implementation of such policies and implementation programs through Conditions of Approval or requirements incorporated within the respective Development Agreements.

As such, further environmental review is not required by CEQA for the proposed annexations.

General Plan

Finding: The proposed Prezoning is consistent with the General Plan goals, policies, and implementation programs.

Evidence: California Government Code Section 56375 provides LAFCOs shall require through conditions of approval, that territory to be annexed be zoned prior to the effective date of the annexation (Prezoning). Government Code Section 65859 provides that a city may establish the Prezoning prior to the filing of an annexation application with LAFCo. The City of Woodland Municipal Code Section 17.140.040 provides that Prezoning shall be considered in the same manner as rezoning.

The proposed Prezoning for the Annexation Areas is consistent with the General Plan land use designations as outlined in **(Exhibit A)**. The prezoning is consistent with the development type and density established by existing land use designations under the 2035 General Plan.

Section 3: Action

Prezoning for the Project Area is established as provided in the attached Exhibit A, incorporated herein by this reference. The Official Zoning Map of the City of Woodland shall be modified in accordance with this Ordinance to indicate thereon the zoning applicable to the Annexation Areas.

Section 4: Ordinance Necessary and Proper

This Ordinance is necessary and proper at this time, and is not likely to be detrimental to the adjacent property or residents, because the Ordinance is necessary to facilitate the annexation of property into the city which lies within the Sphere of Influence.

Section 5: No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7: Savings Clause

The provisions of this ordinance shall not affect or impair an act done or right vested or approved or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take affect; but every such act done, or right vested or accrued, or proceeding, suit or prosecution shall remain in full force and affect to all intents and purposes as if such ordinance or part thereof so repealed had remained

in force. No offense committed and no liability, penalty or forfeiture, either civilly or criminally incurred prior to the time when any such ordinance or part thereof shall be repealed or altered by said Code shall be discharged or affected by such repeal or alteration; but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceeded with in all respects as if such prior ordinance or part thereof had not been repealed or altered.

Section 8: Effective Date and Publication

The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 7th day of November, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:

ADOPTED:

EFFECTIVE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

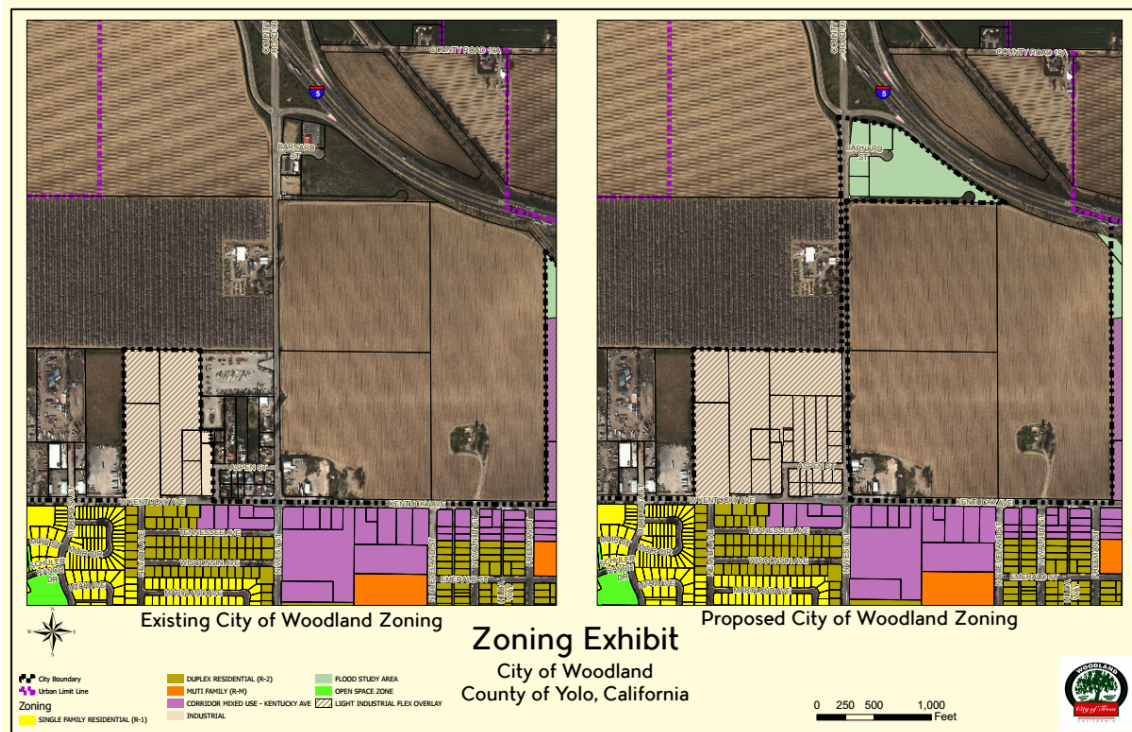
APPROVED AS TO FORM

Ethan Walsh, City Attorney

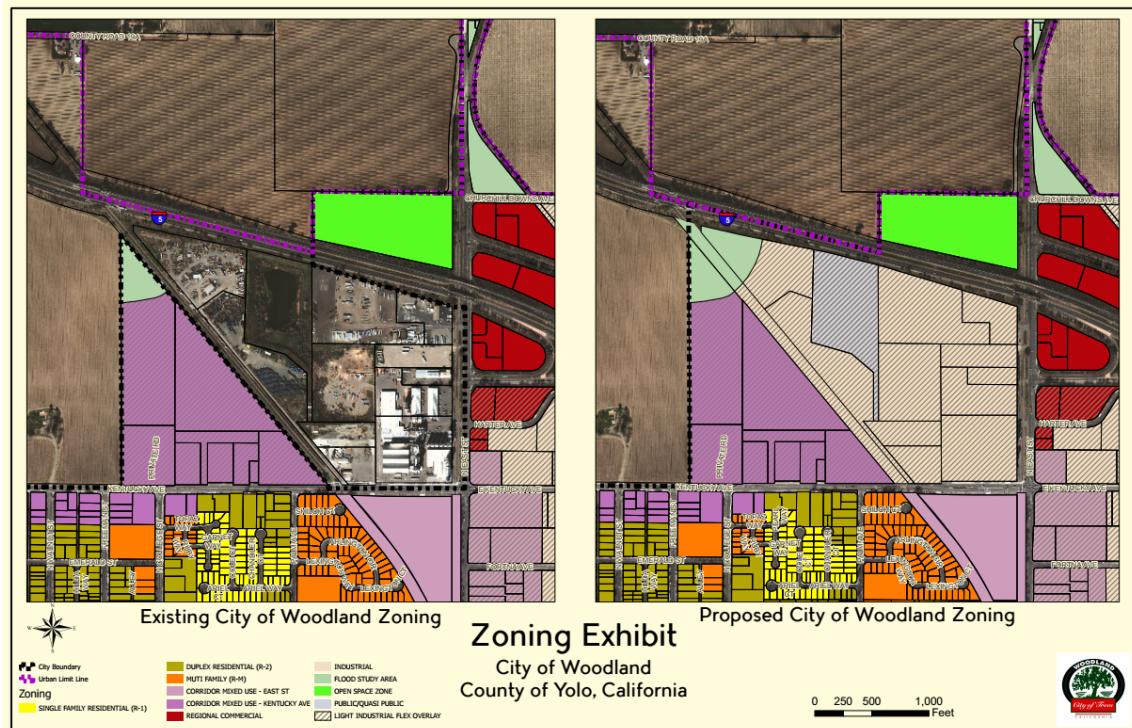
Date Signed: _____

Exhibit A – Rezoning

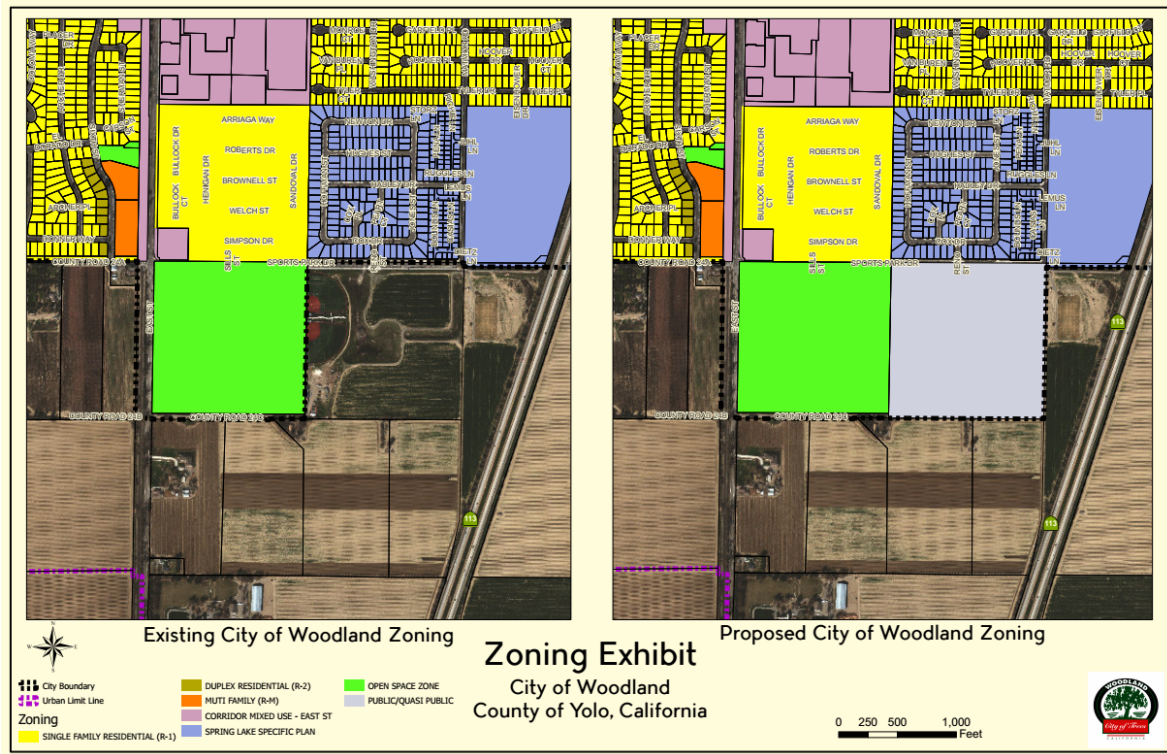
EXHIBIT A - ANNEXATION AREA PREZONING



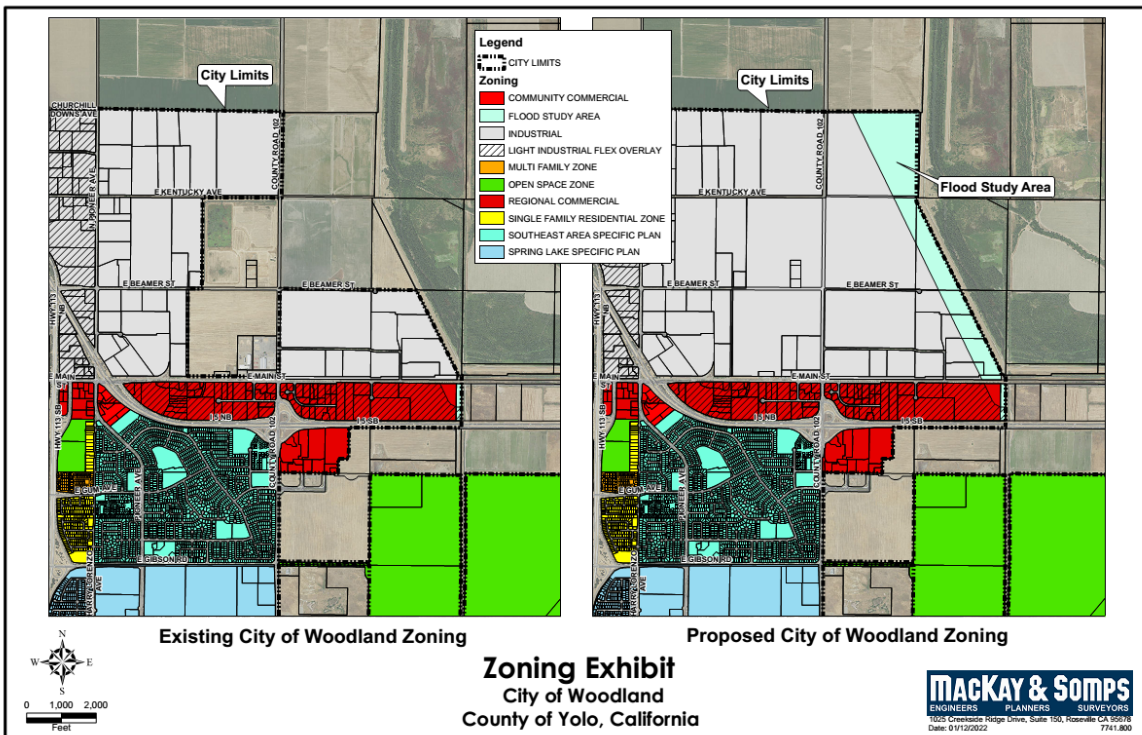
Barnard & Westucky Area



Pirmi Area



Sports Park Area



Northeast Industrial Area

Annexation Area	Existing Yolo County Zoning	Existing City of Woodland General Plan Designation	Prezoning
Annexation Area #1: Barnard Street	Highway Service Commercial (C-H)	Flood Study Area (FS)	Flood Study Area (FSA)
Annexation Area #2 Westucky	Agricultural Intensive (A-N); Local Commercial (C-L); Low Density Residential (L-R); Public/Quasi-Public (PQP); Residential Rural-2 acre (RR-2);	Industrial (I)/Light Industrial Flex Overlay (IF)	Industrial (I)/Light Industrial Flex Overlay (IF)
Annexation Area #3 Pirmi East Street	Heavy Industrial (I-H)	Industrial (I)/Light Industrial Flex Overlay (IF); Public/Quasi-Public with Light Industrial Flex Overlay; One parcel of 8.75 acres designated as Flood Study Area (FS)	Industrial (I)/Light Industrial Flex Overlay (IF); Public/Quasi-Public with Light Industrial Flex Overlay; One parcel of 8.75 acres designated as Flood Study Area (FSA)
Annexation Area #4: Sports Park	Agricultural Intensive (A-N)	Public/Quasi Public (PQP)	Public/Quasi Public (PQP)
Annexation Area #5: Northeast Industrial	Parcels West of County Road 102 and North of East Beamer Street are Public/Quasi-Public (PQP); Parcels West of County Road 102 and South of East Beamer Street are Heavy Industrial (H-I); Parcels East of County Road 102 are Agricultural Intensive (A-N)	Industrial (I) Eastern perimeter designated as Flood Study Area (FS)	Industrial (I) Eastern perimeter designated as Flood Study Area (FSA)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING THE YOLO LOCAL AGENCY FORMATION COMMISSION PROCESS AN ANNEXATION APPLICATION FOR THE BARNARD, WESTUCKY, PIRMI, SPORTS PARK, AND NORTHEAST INDUSTRIAL ANNEXATION AREAS 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

BARNARD APN: 027-430-001, 002, 003, 004, 005

WESTUCKY APN: 027-081-002, 003, 004, 005, 006, 007, 012, 013, 014, 015, 016 027-082-001, 002, 012, 014, 015, 016, 019, 022, 023, 024, AND 027-440-014

PIRMI APN: 027-340-005, 008, 010, 020, 022, 027, 033, 034, 035, 037, 038

SPORTS PARK APN: 041-080-002

NORTHEAST INDUSTRIAL APN: 027-210-007; 027-350-001; 027-350-051; 027-360-042, -043, -044, -045; 027-370-008, -009, -019, -029, -034, -035

WHEREAS, in January, June and October 2021, the City of Woodland (“City”) received planning applications from four property owners representing a majority of land owners within the Northeast Annexation Area, requesting annexation of approximately 616 acres into the City; and

WHEREAS, in October of 2020 and February of 2021, the City received notification from Yolo County of two pending applications and municipal service requests for development occurring within the City’s Sphere of Influence (SOI) but outside of the city municipal boundary for the Barnard Area (Co Rd 99 and Interstate 5), an area that has an existing Memorandum of Understanding (MOU) with the City to annex upon the future request of the City; and

WHEREAS, the City identified other areas within the SOI identified in the 2035 General Plan for probable near-term development and annexation that would benefit from City services, or that already had some level of City services and/or are also part of an existing MOU to annex at the request of the City; and

WHEREAS, in July 2021, City staff conducted outreach to the five identified annexation areas (“Annexation Area(s)”) shown in **Exhibit A** (764 acres) and made contact with the remaining property owners in the Northeast Industrial Area, each of which expressed their support for annexation; and

WHEREAS, all of the Annexation Areas are located outside but adjoining via property boundary or roadways with the current corporate boundary of the City; and

WHEREAS, the Annexation Areas are located within the City’s 2006 voter approved Urban Limit Line; and on January 24, 2019, the Yolo Local Agency Formation Commission (“LAFCo”) ratified the adoption of the 2018 Municipal Service Review (MSR) and Sphere of Influence (SOI) Update for the City, incorporating the proposed Annexation Areas into the City’s SOI and adopting an SOI update that aligns the City’s SOI to coincide with the Urban Limit Line; and

WHEREAS, the City owns and maintains approximately 125 acres of land within the Annexation Areas, a majority of which is used and maintained for area-wide storm drainage; and

WHEREAS, it would benefit the City to have the 125 acres of City owned land located within the City municipal limits for ease of regulation; and

WHEREAS, the City adopted an extensive General Plan update in May 2017, including Land Use designations for all proposed Annexation Areas in anticipation of future annexation; and

WHEREAS, the proposed annexations will facilitate orderly development consistent with General Plan goals and policies; and

WHEREAS, Government Code Section 56375(a)(7) provides that a city shall establish zoning for an annexation area prior to, and as a condition of, completion of the annexation; and

WHEREAS, the proposed Rezoning (**Exhibit B**) within the Annexation Areas is consistent with the General Plan land use designations; and

WHEREAS, the Project Area is located within the City's 2006 voter approved Urban Limit Line, but outside of the current municipal boundary/city limit; and

WHEREAS, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Act) establishes procedures for local government changes of organization, including annexations to a city; and

WHEREAS, the Yolo LAFCo has adopted Local Standards, Policies and Procedures which also guide reorganization proceedings; and

WHEREAS, a Tax Exchange Agreement between the County of Yolo and the City of Woodland for the Annexation Areas was entered into and made effective on November 8, 2022 for the Barnard, Westucky, Pirmi, and Sports Park areas, and on February 20, 2018 for the Northeast Industrial Area; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed Annexation and Rezoning is exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing General Plan policies for which an EIR was certified; and

WHEREAS, The City has conditioned the approval of the annexation on the implementation of applicable Conditions of Approval (**Exhibit C**) and/or requirements included within certain Development Agreements to ensure that all policies from the City's General Plan developed for the purpose of minimizing and avoiding environmental impacts, and not otherwise achieved through uniformly applied policies, regulations, and development standards, are implemented as future development is proposed; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on October 19, 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 and voted 5 to 0 (two members absent) to recommend City Council seek approval of the proposed annexation request; and

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Annexation Areas and to other parties on October 4 and October 29, 2023, and duly published in the Woodland Daily Democrat on October 6 and October 29, providing notice of the City Council's November 7, 2023, public hearing regarding the City Council consideration of the annexation; and

WHEREAS, on November 7, 2023, the City Council conducted a duly noticed public hearing on the Citywide Annexation Areas and related approvals where the public was able to participate and comment and on said date the public hearing was opened, held and closed.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland hereby authorizes and directs the City Manager to submit an Annexation Application to LAFCo and requests that LAFCo proceed with processing this Annexation for the area shown in Exhibit-A in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, which authorization and direction is expressly conditioned on the Conditions of Approval attached hereto and incorporated herein as Exhibit C..

The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Annexation Areas

Exhibit B – Annexation Prezoning

Exhibit C – Conditions of Approval

EXHIBIT A
ANNEXATION AREAS

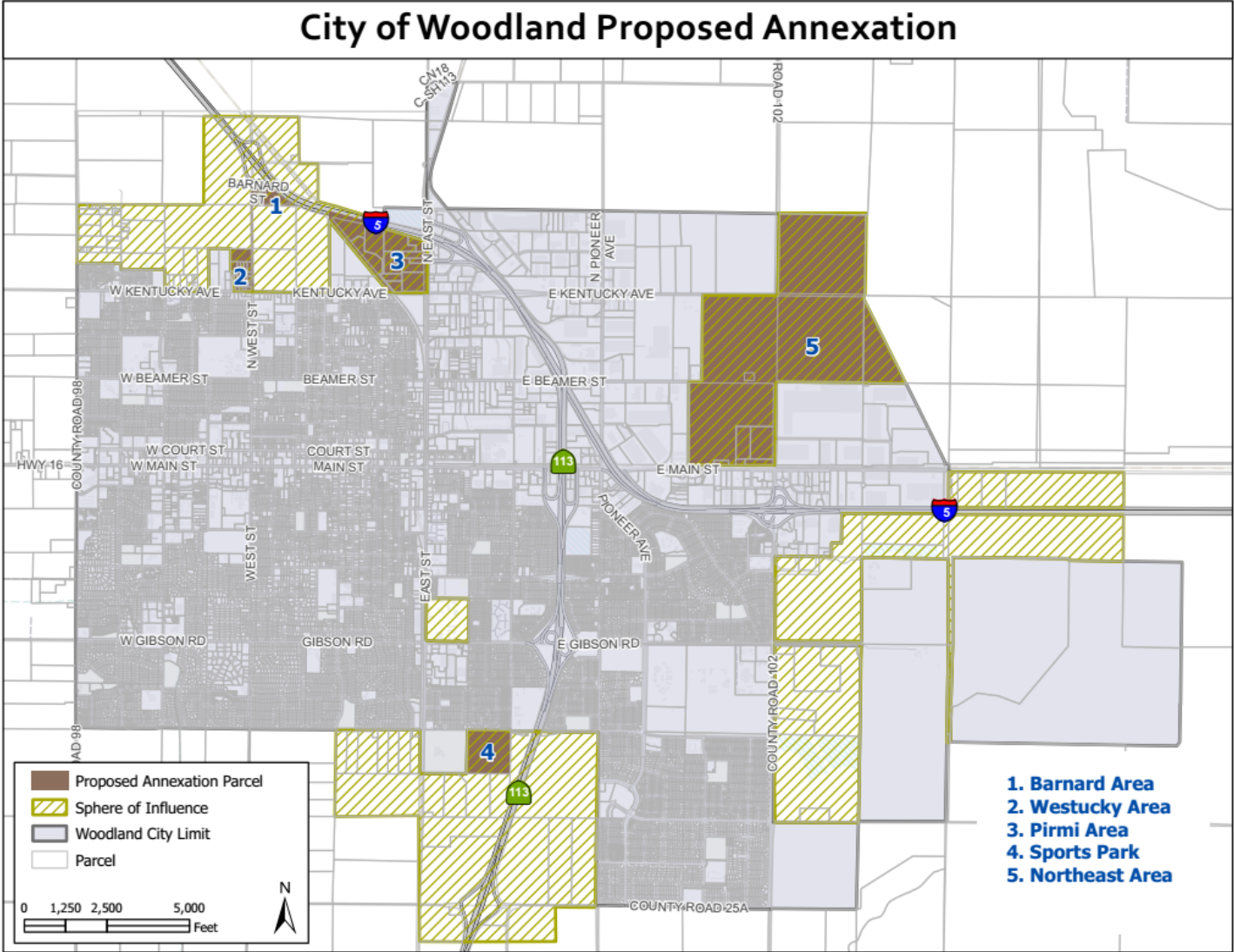


EXHIBIT B
ANNEXATION AREA PREZONING

Annexation Area	Existing Yolo County Zoning	Existing City of Woodland General Plan Designation	Prezoning
Annexation Area #1: Barnard Street	Highway Service Commercial (C-H)	Flood Study Area (FS)	Flood Study Area (FSA)
Annexation Area #2 Westucky	Agricultural Intensive (A-N); Local Commercial (C-L); Low Density Residential (L-R); Public/Quasi-Public (PQP); Residential Rural-2 acre (RR-2);	Industrial (I)/Light Industrial Flex Overlay (IF)	Industrial (I)/Light Industrial Flex Overlay (IF)
Annexation Area #3 Pirmi East Street	Heavy Industrial (I-H)	Industrial (I)/Light Industrial Flex Overlay (IF); Public/Quasi-Public with Light Industrial Flex Overlay; One parcel of 8.75 acres designated as Flood Study Area (FS)	Industrial (I)/Light Industrial Flex Overlay (IF); Public/Quasi-Public with Light Industrial Flex Overlay; One parcel of 8.75 acres designated as Flood Study Area (FSA)
Annexation Area #4: Sports Park	Agricultural Intensive (A-N)	Public/Quasi Public (PQP)	Public/Quasi Public (PQP)
Annexation Area #5: Northeast Industrial	Parcels West of County Road 102 and North of East Beamer Street are Public/Quasi-Public (PQP); Parcels West of County Road 102 and South of East Beamer Street are Heavy Industrial (H-I); Parcels East of County Road 102 are Agricultural Intensive (A-N)	Industrial (I) Eastern perimeter designated as Flood Study Area (FS)	Industrial (I) Eastern perimeter designated as Flood Study Area (FSA)

EXHIBIT B
ANNEXATION CONDITIONS OF APPROVAL

[INSERT CONDITIONS]

Final City of Woodland Annexation Initial Study



Prepared for:

City of Woodland

AECOM

June 2022

Final City of Woodland Annexation Initial Study

Prepared for:

City of Woodland
Community Development Department
Woodland, CA 95695

Contact:

Erika Bumgardner
Principal Planner / Business Development Liaison
(530) 661-5886

Prepared by:

AECOM
2020 L Street, Suite 400
Sacramento, CA 95811

Contact:

Matthew Gerken
Project Manager
916/414-5800

AECOM

June 2022

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Acronyms and Abbreviations

AB	Assembly Bill
AMMs	avoidance and minimization measures
A-N	Agricultural Intensive
AQAPs	Air quality attainment plans
BMPs	Best Management Practices
CAAQS	California Ambient Air Quality Standard
CalGreen	California Green Building Standards Code
CAP	Climate Action Plan
CARB	California Air Resources Board
CBC	California Building Code
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CGS	California Geological Survey
C-H	Highway Service Commercial
City	City of Woodland
C-L	Local Commercial
D	Urban and Built-up Land
DPM	diesel particulate matter
DTSC	Department of Toxic Substances Control
DWQ	Division of Water Quality
DWR	California Department of Water Resources
EIR	Environmental Impact Report
EO	Executive Order
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FMMP	Farmland Mapping and Monitoring Program
FR	Federal Register
FSA	Flood Study Area
G	Grazing Land
<i>g</i>	percentage of gravity
GHG	Greenhouse Gas
GIS	geographic information systems
GVFZ	Great Valley Fault Zone

HCP	Habitat Conservation Plan
HVAC	heating, ventilation, and air conditioning
I	Industrial
IF	Light Industrial Flex Overlay
I-H	Heavy Industrial
in/sec	inches per second
L	Farmland of Local Importance
LAFCo	Local Agency Formation Commission
LOS	level of service
LP	Farmland of Local Potential
L-R	Low Density Residential
Lv	velocity level in decibels referenced to 1 microinch per second and based on the root mean square velocity amplitude
MBTA	Migratory Bird Treaty Act
MRZ	mineral resource zone
MS4	Municipal Separate Storm Sewer System
msl	mean sea level
MT CO _{2e}	metric tons carbon dioxide equivalent
NAAQS	national ambient air quality standards
NCCP	Natural Community Conservation Planning
NO _x	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
P	Prime Farmland
PM ₁₀	particulate matter with aerodynamic diameter less than 10 microns
PQP	Public/Quasi-Public
RC	Regional Commercial
ROG	reactive organic gases
RR-2	Residential Rural-2 acre
RWQCB	Regional Water Quality Control Board
SIP	State Implementation Plan
SMAQMD	Sacramento Metropolitan Air Quality District
SOI	Sphere of Influence
SWPPP	storm water pollution prevention plan
SWRCB	State Water Resources Control Board
TAC	toxic air contaminant

ULL	Urban Limit Line
USACE	U.S. Army Corps of Engineers
USFWS	U.S. Fish and Wildlife Service
VMT	vehicle miles travelled
VOC	volatile organic compound
WJUSD	Woodland Joint Unified School District
YSAQMD	Yolo-Solano Air quality Management District

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1 INTRODUCTION

1.1 OVERVIEW

The City of Woodland (City) has prepared this Initial Study to comprehensively assess the potential impacts associated with annexations of six (6) distinct locales, and identify applicable mitigation as appropriate to each annexation area. Each of the six areas proposed for annexation are within the City's Sphere of Influence (SOI). Annexation would include land use designations for each of the annexation areas that is consistent with the current land use designations under the City's 2035 General Plan, but would not propose any development or other physical change to the proposed annexation areas.

1.2 PURPOSE OF THIS ENVIRONMENTAL CHECKLIST

The California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) requires that all state and local government agencies consider the environmental consequences of projects they propose to carry out or over which they have discretionary authority, before implementing or approving those projects. The public agency that has the principal responsibility for carrying out or approving a project is the lead agency for CEQA compliance (CEQA Guidelines Section 15367); in this case, the City has principal responsibility for carrying out any development that would occur within the proposed annexation areas and is therefore the CEQA lead agency, though the Yolo Local Agency Formation Commission (LAFCo) will also use this Environmental Checklist to fulfill its CEQA obligations in its role in approving annexations to the City.

California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183 provide an exemption from additional environmental review for projects that are consistent with the development density established by existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. CEQA Guidelines Section 15183 specifies that examination of environmental effects shall be limited to those effects that: a) are peculiar to the project or the parcel on which the project would be located; b) were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent (including off-site or cumulative impacts); or c) are previously identified significant effects which, as a result of substantial new information that was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR. CEQA Guidelines Section 15183(c) further specifies that "if an impact is not peculiar to the parcel or to the proposed project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for that project solely on the basis of that impact.

In 2017, the City adopted the Findings of Fact and the Statement of Overriding Considerations, pursuant to the CEQA Guidelines Sections 15091 and 15093, and certified the Final EIR for the 2035 General Plan and Climate Action Plan (CAP) (henceforth referred to as the 2035 General Plan and CAP EIR). The 2035 General Plan and CAP EIR addresses impacts associated with development of the City's Planning Area, inclusive of all area within the City's SOI. Although the proposed annexations would not result in a direct or indirect physical change in the environment, and may thereby be considered exempt from CEQA under CEQA Guidelines Section 15060(b)(2), this initial study follows the format of Appendix G of the CEQA Guidelines to comprehensively evaluate the proposed annexations relative to that assumed under the City's 2035 General Plan and CAP EIR. As such, this

initial study has been prepared in accordance with the CEQA Guidelines to comprehensively demonstrate applicability of CEQA Guidelines Section 15183 and qualification for CEQA exemption, as well as isolate the effects of annexation and identify the applicable policies and implementation measures of the City's 2035 General Plan and CAP that the City will impose as conditions for future project applications in the annexation areas to ensure compliance with these measures. Pursuant to CEQA Guidelines Section 15150, relevant information from the 2035 General Plan and CAP EIR (State Clearinghouse Number 2013032015) (City of Woodland 2016a) is hereby incorporated by reference into this initial study, and should be considered as part of the information upon which the evaluation of the proposed annexations under this initial study is based.

1.3 DESCRIPTION OF PROPOSED ANNEXATIONS

1.3.1 ANNEXATION AREA LOCATIONS

The proposed project (proposed annexations) proposed by the City is to annex six distinct areas within the City's SOI that are not currently within its limits, as shown in Exhibit 1-1. The proposed project does not include any application for development of these areas¹. The proposed annexation areas were included in the City's map of Opportunity Sites on page LU 2-7 of the City's General Plan; the Opportunity Sites and the geographic information systems (GIS) data used to inform the 2035 General Plan and CAP EIR assumed a range of employment densities in these areas. These land use change assumptions were used to prepare the rigorous environmental analysis that was included in the City's 2035 General Plan and CAP EIR and to identify detailed mitigation requirements for future projects developed under the General Plan in the form of environmental policies and implementation programs (in General Plan Appendix A).

1.3.2 EXISTING AND PROPOSED LAND USE

The existing land use designations identified in the City's General Plan and the existing zoning per the County of Yolo Zoning Code within each of the proposed annexation areas are listed in Table 1-1 below. The proposed annexations include rezoning for each annexation area, consistent with the current General Plan land use designations; zoning would become effective upon finalization of annexation.

Annexation Area 1: The majority of Barnard Street Annexation Area is undeveloped, but there is an existing fast-food restaurant as well as a gasoline station with attached convenience store in the northwest portion of the Barnard Street Annexation Area. County Road 99 (West Street) is the western boundary and Interstate 5 serves as the northwest to southeast boundary of the Barnard Street Annexation Area, with undeveloped and agricultural land to the north of Interstate-5. Undeveloped and agricultural land uses are to the west, southwest, and south of the Barnard Street Annexation Area. The land to the west and south is designated Flood Study Area by the City.

Annexation Area 2: Westucky Annexation Area consists of existing industrial uses and several existing homes throughout the annexation area. Surrounding the Westucky Annexation Area, land is designated Industrial to the north and west, Corridor Mixed Use to the south and Specific Plan-3A to the east.

¹ An application for development within the Barnard Annexation Area (ZF #2020-0041 Chevron Gas Station and RFC2019-0033 Lakeview Petroleum, Arco Gas Station) is being reviewed by the County, including documentation under CEQA, as required. Application review and, if approved, entitlement under the County is anticipated to be complete prior to any action by the City for annexation, although construction of this development may occur after annexation would be complete.

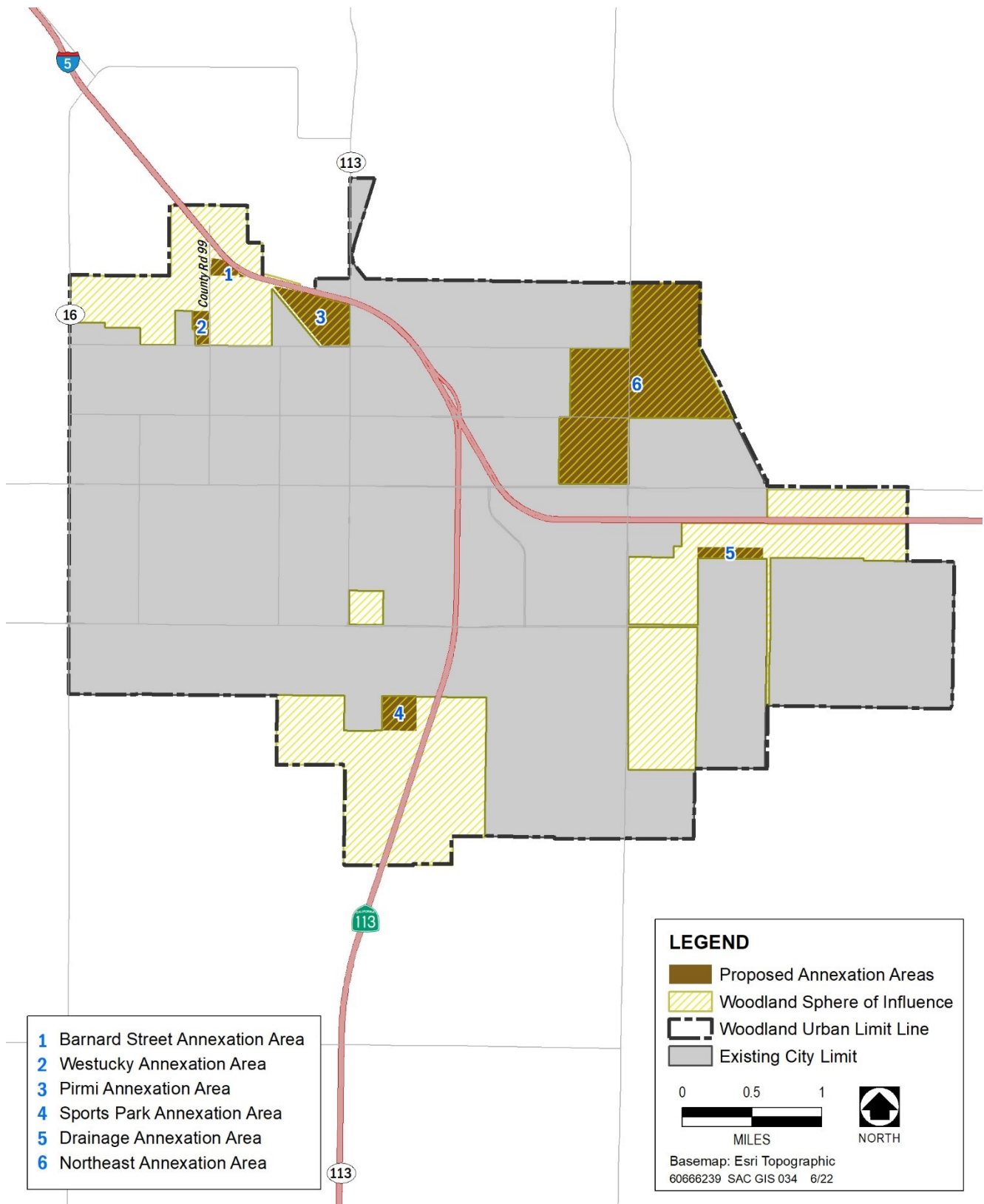


Exhibit 1-1. Proposed Annexation Areas

Table 1-1. Existing Land Use Designations and Zoning for Proposed Annexation Areas

Annexation Area	Size (acres)	Existing City of Woodland General Plan Designation	Existing Yolo County Zoning
Annexation Area 1: Barnard Street Annexation Area	12	Flood Study Area (FS)	Highway Service Commercial (C-H)
Annexation Area 2: Westucky Annexation Area	16	Industrial (I)/Light Industrial Overlay (IF)	Agricultural Intensive (A-N); Local Commercial (C-L); Low Density Residential (L-R); Public/Quasi-Public (PQP); Residential Rural-2 acre (RR-2);
Annexation Area 3: Pirmi East Street Annexation Area	79	Industrial (I)/Light Industrial Overlay (IF); Public/Quasi-Public with Light Industrial Overlay; One parcel of 8.75 acres designated as Flood Study Area (FSA)	Heavy Industrial (I-H)
Annexation Area 4: Sports Park Annexation Area	40	Public/Quasi Public (PQP)	Agricultural Intensive (A-N)
Annexation Area 5: Drainage Annexation Area	23.5	Regional Commercial (RC)	Agricultural Intensive (A-N)
Annexation Area 6: Northeast Annexation Area	635	Industrial (I) Eastern perimeter designated as Flood Study Area (FSA)	Parcels West of County Road 102 and North of East Beamer Street are Public/Quasi-Public (PQP); Parcels West of County Road 102 and South of East Beamer Street are Heavy Industrial (H-I); Parcels East of County Road 102 are Agricultural Intensive (A-N)

Annexation Area 3: Pirmi East Street Annexation Area is primarily developed with industrial/light industrial uses. A stormwater detention basin exists in the public-open space designated area in the northwest of the annexation area on land currently owned by the City of Woodland. Interstate 5 serves as the Pirmi East Street Annexation Area's northern perimeter and the southern perimeter that runs northwest to southeast Union Pacific Railroad tracks are adjacent to. Land east of the annexation area is designated by the City as Regional Commercial and Corridor Mixed Use/Light Industrial Overlay to the east; land to the west is designated as Corridor Mixed Use/Light Industrial Overlay and a small area of Flood Study Area in the northwest; land to the south is designated Low Density Residential and Corridor Mixed Use.

Annexation Area 4: Sports Park Annexation Area is currently developed as a community park with a baseball field and minor supporting infrastructure. The surround open space to the east and south is outside the Woodland City Limit but is within the City's SOI and is designated by the City as Specific Plan (1C). State Route 113 runs southwest to northeast near the Sports Park Annexation Area eastern boundary. Land to the west is designated by the City as Public/Quasi-Public and includes the City's Community and Senior Center. Land to the north across

Sports Park Drive is designated by the City as Low-Density Residential and contains single-family residential homes.

Annexation Area 5: Drainage Annexation Area consists of approximately 23.5 acres. It sits in the eastern portion of the city and is bounded by the Woodland-Davis Clean Water agency to the south, private land to the north, an unnamed road to the east, and private land to the west. The parcel is largely undeveloped apart from some access roads. Surrounding land use is utilized by the Clean Water Agency and commercial activities.

Annexation Area 6: Northeast Annexation Area is approximately 635 acres in the northeastern portion of the City's SOI. Land within the Northeast Annexation Area is predominantly undeveloped, with just under 40 acres of industrial development directly northwest of the intersection of East Main Street and County Road 102, and an existing drainage basin within the parcel north of East Beamer Street and West of County Road 102. The majority of the Northeast Annexation Area is designated by the City as Industrial, with the easternmost portion running from the northwest to the southeast designated as Flood Study Area. Land to the east and south of the Northeast Annexation Area is designated as Industrial and Regional Commercial with a Light Industrial Overlay.

Annexations of the proposed areas would be consistent with the City's planning assumption over the horizon of the 2035 General Plan, would include rezoning consistent with the 2035 General Plan land use designations for the respective areas, and would not propose any land use designation changes nor physical changes within the proposed annexation areas.

1.4 SUMMARY OF FINDINGS

Section 2 of this document contains the evaluation and discussion of potential environmental impacts of the proposed annexations. The analysis in this Environmental Checklist concludes that the proposed annexations would have no physical impacts on the environment. In addition, the analysis in this Environmental Checklist has identified mitigation measures in the form of uniformly applied development standards that would apply to all future development within the annexation areas and consistent with the land use designations proposed for each annexation area.

Consistent with CEQA Guidelines Section 15183, the proposed annexations qualify for an exemption because they would be consistent with the following CEQA requirements:

- ▶ The proposed annexations would be consistent with the development type and density established by existing land use designations under the General Plan policies for which an EIR was certified in 2017.
- ▶ There would be no effects which are peculiar to the proposed annexations or annexation areas that were not otherwise identified under the 2035 General Plan and CAP EIR.
- ▶ There would not be potentially significant off-site and/or cumulative impacts that the 2035 General Plan and CAP EIR failed to evaluate.
- ▶ There is no substantial new information that would result in more severe impacts than anticipated by the 2035 General Plan and CAP EIR.
- ▶ The proposed annexations would be subject to uniformly applied policies, regulations, and development standards that implement the 2035 General Plan, as applicable to any future development located within the

annexation areas. Where the 2035 General Plan includes policies and implementation programs developed for the purposes of minimizing and avoiding environmental impacts and that would not be otherwise enforced through existing regulations, the City would enforce implementation of such policies and implementation programs through Conditions of Approval or requirements incorporated within the respective Development Agreements (see Appendix A).

As such, further environmental review is not required by CEQA for the proposed annexations. The City, as a part of the annexations, has conditioned the approval of the annexations on the implementation of applicable Conditions of Approval and/or requirements included within respective Development Agreements to ensure that all policies from the City's General Plan developed for the purpose of minimizing and avoiding environmental impacts, and not otherwise achieved through uniformly applied policies, regulations, and development standards, are implemented in the case that any future development is proposed within an annexation area.

1.5 APPROVALS

Approvals associated with the proposed annexations include the City's approval of the request to annex for each annexation area (may be individually by annexation area or otherwise grouped), a General Plan amendment to adjust the city limit, and rezoning consistent with the City's General Plan. The proposed annexation(s) would also be reviewed by the LAFCo for approval to annex each proposed annexation area to the City and rezoning. Zoning would become effective upon finalization of annexation.

1.6 DOCUMENT ORGANIZATION

This Initial Study is organized into three sections:

- ▶ **Section 1, "Introduction and Project Description,"** describes the purpose and content of this Initial Study, provides the project location, project objectives, and detailed project description and phasing, and summarizes the findings as determined by the analysis contained in Section 2 of this initial study.
- ▶ **Section 2, "Environmental Evaluation,"** contains the completed environmental checklist, following the format of Appendix G of the CEQA Guidelines. The checklist contains an assessment and discussion of impacts associated with each particular environmental issue. In addition, while the proposed annexations do not propose any physical development or to alter the land in any way, each impact discussion acknowledges the planned development of the City's Planning Area, consistent with the 2035 General Plan Update and inclusive of the proposed annexation areas. For this purpose, the applicable General Plan and CAP policies and related mitigation measures or uniformly applied development standards from the 2035 General Plan and CAP EIR are also identified as conditions of approval of future proposed development within the annexation areas, as applicable, and provided as Appendix A to this initial study.
- ▶ **Section 3, "References,"** identifies the information sources used in preparing this initial study.

2 ENVIRONMENTAL CHECKLIST

PROJECT INFORMATION

1. Project Title:	City of Woodland Annexations
2. Lead Agency Name and Address:	City of Woodland Community Development Department 300 First Street Woodland, CA 95695
3. Contact Person and Phone Number:	Erika Bumgardner, Principal Planner / Business Development Liaison (916) 567-5468
4. Project Location:	Six (6) annexation areas, totaling approximately 806 acres, outside the Woodland City Limit but distributed throughout the City's Sphere of Influence.
5. General Plan Designation(s):	Flood Study Area; Industrial; Industrial/Light Industrial Flex Overlay; Public/Quasi-Public; Regional Commercial
6. Zoning:	Zoning varies by and within each annexation areas, and includes A-N, C-L, L-R, PQP, RR-2, and I-H, per the Yolo County Zoning Code.
7. Description of Project:	The proposed project would involve annexation of six (6) distinct areas currently within the City's Sphere of Influence, totaling approximately 806 acres, into the City's jurisdictional limits. No development is proposed.
8. Surrounding Land Uses and Setting:	Land uses surrounding the proposed annexation areas vary for each area, but are primarily agricultural and open space, as well as some commercial, industrial, and residential.
9. Other public agencies whose approval is required:	Yolo Local Agency Formation Commission

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

Y/N	Resource Area	Y/N	Resource Area	Y/N	Resource Area
N	Aesthetics	N	Agriculture and Forestry Resources	N	Air Quality
N	Biological Resources	N	Cultural Resources	N	Energy
N	Greenhouse Gas Emissions	N	Geology / Soils	N	Hazards & Hazardous Materials
N	Hydrology / Water Quality	N	Land Use / Planning	N	Mineral Resources
N	Noise	N	Population / Housing	N	Public Services
N	Recreation	N	Transportation	N	Tribal Cultural Resources
N	Utilities / Service Systems	N	Wildfire	N	Mandatory Findings of Significance

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared. **No**

I find that although the proposed project **COULD** have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared. **No**

I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required. **No**

I find that the proposed project **MAY** have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed. **No**

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required. **Yes**

Signature

Date

Printed Name

Title

City of Woodland

Agency

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
 2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
 3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
 4. “Negative Declaration: Less Than Significant with Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
 5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
 6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
 7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
 8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
 9. The explanation of each issue should identify:
 - ▶ the significance criteria or threshold, if any, used to evaluate each question; and
 - ▶ the mitigation measure identified, if any, to reduce the impact to less than significance.
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2.1 AESTHETICS

a) Have a substantial adverse effect on a scenic vista?

No Impact. The 2035 General Plan and CAP EIR found that aesthetic impacts associated with effects on a scenic vista would be less than significant. As discussed in the 2035 General Plan and CAP EIR Impact 4.1-1 (pages 4.1-20 through 4.1-22), 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, as well as limited views of the Coastal Ranges from the western edge of the City's Planning Area. 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. In addition, the Yolo County 2030 General Plan includes policies to protect farmland outside of incorporated cities' SOIs.

The annexation areas are located in an area where rural landscapes abut urban development. Agricultural lands are visible from the annexation areas, but urban development is also located immediately adjacent to the annexation areas. While limited views of the North Coast Range can be seen from Annexation Area 1, and the open space and farmland surrounding the other annexation areas could be considered scenic vistas to those on local roadways and adjacent properties in the vicinity, the flat topography in these areas makes views primarily limited to the near- and mid-distance landscape features. Similarly, vegetation to the east of the Northeast Annexation Area includes riparian woodland east of the drainage canal that parallels the eastern perimeter of the annexation area and obscures any potential scenic vistas to the east.

No existing scenic vistas are within the annexation areas, nor are the annexation areas within existing scenic vistas of surrounding parcels. Thus, **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The 2035 General Plan and CAP EIR found that aesthetic impacts associated with effects on scenic resources within a State scenic highway would be less than significant. There are no State-designated scenic highways in Yolo County (California Department of Transportation 2021). 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 more than 5 miles east of the easternmost proposed annexation areas (e.g., the Water Plant and Northeast Area Annexation Areas) (Yolo County 2009). Because of the flat topography in the region, Old River Road is not visible from the Northeast Annexation Area, which is the furthest east of the proposed annexation areas. The 2035 General Plan and CAP EIR identifies scenic resources within the Downtown Woodland Historic District, including many structures that are listed or eligible for listing on the National Register of Historic Places. However, the Downtown District is not located in the immediate vicinity of and cannot be viewed from the annexation areas. Thus, **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized

area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. The 2035 General Plan and CAP EIR found that aesthetic impacts associated with the existing visual character or quality to be significant. The proposed annexation areas are within the City’s Urban Limit Line and adjacent to or surrounded by urbanized areas. The current zoning applicable to the annexation areas is that of the Yolo County Zoning Code, as the areas are currently outside the Woodland City Limit. Current Yolo County Zoning and the City’s General Plan Land Use Designations for the annexation areas are provided in Table 2-1.

Table 2-1. Existing Land Use Designations and Zoning for Proposed Annexation Areas

Annexation Area	Existing City of Woodland General Plan Designation	Existing Yolo County Zoning
Annexation Area 1: Barnard Street Annexation Area	Flood Study Area (FS)	Highway Service Commercial (C-H)
Annexation Area 2: Westucky Annexation Area	Industrial (I)/Light Industrial Flex Overlay (IF)	Agricultural Intensive (A-N); Local Commercial (C-L); Low Density Residential (L-R); Public/Quasi-Public (PQP); Residential Rural-2 acre (RR-2);
Annexation Area 3: Pirmi East Street Annexation Area	Industrial (I)/Light Industrial Flex Overlay (IF); Public/Quasi-Public with Light Industrial Flex Overlay; One parcel of 8.75 acres designated as Flood Study Area (FSA)	Heavy Industrial (I-H)
Annexation Area 4: Sports Park Annexation Area	Public/Quasi Public (PQP)	Agricultural Intensive (A-N)
Annexation Area 5: Drainage Annexation Area	Regional Commercial (RC)	Agricultural Intensive (A-N)
Annexation Area 6: Northeast Annexation Area	Industrial (I) Eastern perimeter designated as Flood Study Area (FSA)	Parcels West of County Road 102 and North of East Beamer Street are Public/Quasi-Public (PQP); Parcels West of County Road 102 and South of East Beamer Street are Heavy Industrial (H-I); Parcels East of County Road 102 are Agricultural Intensive (A-N)

The 2035 General Plan proposes land use designations for all parcels within the City’s Planning Area, including on unincorporated county land within the City’s SOI. Yolo County has jurisdiction over unincorporated land in the County, including the proposed annexation areas, but annexation requires no discretionary review by the County as land that is within the City’s SOI, so the County’s policies and standards do not apply.

Annexation of the proposed areas would be consistent with the City’s planning assumption over the horizon of the 2035 General Plan and would not propose any land use designation changes from that presented in the 2035 General Plan, nor development projects within the proposed annexation areas. Therefore, the visual character and quality of the annexation areas would not change as a result of annexation into the Woodland City Limits and **there would be no impact**. There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.1-3 (pages 4.1-25 through 4.1-31), much of the new development in the City would be of a similar type and mass, and of an equal or higher quality design than the development that already exists. The City of Woodland Community Design Standards reduce impacts on the visual character and quality of the City by establishing site planning and architectural design standards for new development and modifications to existing buildings. The 2035 General Plan and CAP EIR concluded that, despite proposed policies and implementation programs, implementation of the 2035 General Plan would still accommodate development in new growth areas that would inherently change Woodland's visual character. The General Plan includes numerous policies that promote high quality design to ensure that new urban development in the City is visually attractive and aesthetically pleasing. The City's design review process ensures new development is consistent with the design standards outlined in the 2035 General Plan and the City's Community Design Standards current at the time of any future project application for development within the proposed annexation areas.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Impact. The 2035 General Plan and CAP EIR found that aesthetic impacts associated with new sources of light or glare adversely affecting day or night views to be significant. The proposed annexation areas are along the periphery of the existing Woodland City Limits, but within the City's Urban Limit Line. Each of the annexation areas includes some level of urban development at one or more adjacent perimeters. Proposed annexations do not include any development or other sources of light or glare. Thus, **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.1-4 (pages 4.1-32 through 4.1-33), the City anticipates that new development could produce light and glare in areas that currently do not experience these effects. General Plan Policies 2.F.4 and 2.F.5 were identified as new policies to implement as mitigation to address potential new sources of substantial light or glare with buildout of the 2035 General Plan. These policies require the control of artificial lighting to avoid spill-over and prevent glare. Section 9 of the City's *Engineering Standards: Design Standards, Standard Details and Construction Specifications* (City of Woodland 2016b) 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. Lighting requirements are also set forth in the City's Community Design Standards (2004). Furthermore, future development must include improvement plans for City review of proposed street lighting. The City of Woodland Municipal Code Section 17.92.060(f) and the City's Interim Zoning Code Article 3 also contain design regulations and performance standards for lighting and glare. These design standards and local codes would serve as uniformly applied development standards of any future proposed development within the annexation areas, as detailed in Appendix A, Table A-1, thereby ensuring consistency with the 2035 General Plan and CAP EIR.

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2.2 AGRICULTURE & FORESTRY RESOURCES

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.2-1 (pages 4.2-28 through 4.1-36), development in new growth areas within the City’s Planning Area would convert farmland, including Prime Farmland, Unique Farmland, Farmland of Statewide Importance, or Farmland of Local Importance, to urban land uses. Proposed annexations do not include any proposed development or physical alteration of the land in any way. Thus, **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. General Plan Policy 2.A.1 establishes an Urban Limit Line (ULL) that permanently circumscribes urban development and complies with provisions for protection of agricultural lands. The proposed annexation areas are located inside the City’s Urban Limit Line. The 2035 General Plan included site-specific conversion of this farmland to urban land uses as shown in the 2035 General Plan and CAP EIR Figure 2-5, “Land Use Diagram” (page LU 2-33 of the 2035 General Plan). 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. As shown in Table 2-2, based on the California Department of Conservation Farmland Mapping and Monitoring Program (2016) and information in the 2035 General Plan and CAP EIR (pages 4.2-2 to 4.2-3), Prime Farmland associated with the proposed annexation areas is within the Barnard Street Annexation Area, Sports Park Annexation Area, and Northeast Annexation Area. Lands within the Drainage Annexation Area and Northeast Annexation Area are also identified as Urban and Built-up Land, Farmland of Local Importance, and Farmland of Local Potential; these lands are not prime farmland, unique farmland, or farmland of statewide potential.

Table 2-2. Acreage per Farmland Mapping and Monitoring Category by Annexation Area

Farmland Category	Annexation Area 1: Barnard Street Area	Annexation Area 2: Westucky Area	Annexation Area 3: Pirmi Area	Annexation Area 4: Sports Park Area	Annexation Area 5: Drainage Area	Annexation Area 6: Northeast Annexation Area
Urban and Built-up Land (D)	NA	16.06	50.49	6.53	1.56	193.38
Grazing Land (G)	NA	NA	NA	NA	16.10	4.71
Farmland of Local Importance (L)	NA	NA	NA	NA	0.78	402.42
Farmland of Local Potential (LP)	NA	NA	NA	NA	5.06	27.91
Prime Farmland (P)	0.34	NA	NA	33.02	NA	3.08
Other Land (X)	11.68	NA	28.77	NA	NA	3.72

Source: California Department of Conservation, Farmland Mapping and Monitoring Program, 2016.

The 2035 General Plan and CAP EIR 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. Chapter 15.33 of the City of Woodland Municipal Code implements Policy 2.A.3 of the 2035 General Plan, requiring 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.² In addition, Yolo LAFCo prepared a municipal service review and SOI study for the City of Woodland (Yolo LAFCo 2019) and 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.”

The City of Woodland Ordinance No. 1642, to implement the agricultural land conservation policies contained in the City of Woodland 2035 General Plan with a program designed to permanently protect agricultural land located in Yolo County, as implemented by the City of Woodland Municipal Code Chapter 15.33, would serve as a uniformly applied development standard, as provided in Appendix A, Table A-1, for any future proposed development that would convert existing farmland within the annexation areas. General Plan Policy 7.C.5 requires new development that occurs at the edge of the ULL (i.e., eastern portion of the Northeast Annexation Area) to accommodate an agricultural buffer; this policy would be implemented as a Condition of Approval of future proposed development within the annexation areas, as applicable, as detailed in Appendix A, Table A-2.

b) Conflict with existing zoning for agricultural use or a Williamson Act contract?

No Impact. The annexations will be approved by the City and will not need any approval from Yolo County that relates to the existing zoning of the annexation areas. Annexation of the proposed areas would be consistent with the City’s planning assumption over the horizon of the 2035 General Plan and would not propose any land use designation changes. In addition, as identified in the 2035 General Plan and CAP EIR (Exhibit 4.2-2, page 4.2-9), no lands are under Williamson Act contract within the proposed annexation areas. Therefore, the proposed annexations would not conflict with existing zoning for agricultural use or a Williamson Act contract that would lead to any adverse impact under CEQA, and **there would be no impact**. There are no impacts that are peculiar to the proposed annexations 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.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code

² Chapter 15.33 states that the determination of quality will be based on the most current classification from the Farmland Mapping and Monitoring Program (FMMP) of the California Department of Conservation, Division of Land Resource Protection and take into consideration any utilization of the property that may have changed the farmland quality.

section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

No Impact. None of the annexation areas are zoned as forest land, timberland, or a Timberland Production Zone. Therefore, the proposed annexations would not conflict with existing zoning for, or cause rezoning of, forest land or timberland. **There would be no impact.**

d) Result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The annexation areas are within the City of Woodland's Urban Limit Line. While some of the annexation areas are undeveloped, they 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). In addition, the proposed annexations do not propose any development or other alteration of the physical environment. Thus, the annexations would not result in conversion of forest land to non-forest use. Thus, **there would be no impact.**

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No Impact. Urban development can result in direct and indirect impacts on agricultural. This impact focuses on the indirect effects. 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 Settings. 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.

As stated in item d) above, there is no forest land within the proposed annexation areas. The direct conversion of farmland within the annexation areas is addressed in item c) above. As explained above, the proposed annexations do not include any proposed development or any physical change. Therefore, there would be no other changes in the existing environment that could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

Any potential future development, as accounted for within the 2035 General Plan and CAP EIR for opportunity areas, including the proposed annexation areas, would occur within the City's SOI and Urban Limit Line, and therefore would not divide large agricultural tracts in any way not already accounted for under the 2035 General Plan and CAP EIR or addressed by General Plan Policy and mitigation, as addressed under item a) above.

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2.3 AIR QUALITY

a) Conflict with or obstruct implementation of the applicable air quality plan?

No Impact. Air quality plans describe air pollution control strategies to be implemented by a city, county, or regional air district. The primary purpose of an air quality plan is to bring an area that does not attain the national ambient air quality standards (NAAQS) and California Ambient Air Quality Standard (CAAQS) into compliance with those standards pursuant to the requirements of the Clean Air Act and California Clean Air Act.

The Yolo-Solano Air quality Management District (YSAQMD) is responsible for preparing air quality attainment plans for each criteria pollutant that does not meet the standard. Air quality attainment plans (AQAPs) are transmitted to the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA) for incorporation into the State Implementation Plan (SIP), a comprehensive plan that describes how an area will attain and maintain the NAAQS for complying with the federal Clean Air Act.

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 the 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 proposed annexations would not result in a change in any population or vehicle use from that analyzed under the 2035 General Plan and CAP EIR and would not include any proposed development. Therefore, the proposed annexations would have no bearing on the implementation of applicable air quality plans. **There would be no impact** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. While, as explained above, the proposed annexations would not include any development, any future proposed development within the annexation areas 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. 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. Impacts 4.3-1 and 4.3-2 (pages 4.3-21 through 4.3-33) of the 2035 General Plan and CAP EIR identify General Plan and CAP policies and additional mitigation measures with which future development must comply, as applicable. These policies and mitigation measures would serve as conditions of approval for future development, and are summarized in Appendix A, Table A-2, as they pertain to item b) below.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

No Impact. The nonattainment status of regional pollutants is a result of past and present development within the Sacramento Valley Air Basin, and this regional impact is cumulative in nature rather than being attributable to any one source. A single project's emissions may be individually limited, but could be cumulatively considerable when considered in combination with past, present, and future emissions sources within the air basin. The YSAQMD has established project-level construction and operational emissions thresholds of significance for reactive organic gases (ROG), nitrogen oxides (NO_x), and particulate matter with aerodynamic diameter less than 10 microns (PM₁₀). As identified in the YSAQMD Handbook for Assessing and Mitigating Air Quality Impacts, "[a]ny proposed project that would individually have an air quality impact [as identified by the project-level thresholds of significance] would also be considered to have a significant cumulative impact." (YSAQMD 2007). Therefore, if a project's emissions are below the YSAQMD thresholds of significance, the project is not considered to result in a cumulatively considerable contribution to a significant impact on regional air quality.

As described above, the proposed annexations do not include any proposed development or any physical change that would result in a net increase in criteria air pollutant or ozone precursor emissions. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

The 2035 General Plan and CAP EIR assumes development within the annexation areas, with the exception of the areas designated as Flood Study Area (i.e., within the Barnard Street Annexation Area, Pirimi Annexation Area, and Northeast Annexation Area), based upon the 2035 General Plan land use designations and development density assumptions. While, as explained above, the proposed annexations would not include any development, any future development within the annexation areas could result in a net increase in short-term and/or long-term emissions of criteria air pollutants or ozone precursors for which the project region is in non-attainment under an applicable federal or state ambient air quality standard.

Impacts 4.3-1 and 4.3-2 (pages 4.3-21 through 4.3-33) of the 2035 General Plan and CAP EIR identify General Plan and CAP policies and additional mitigation measures, including General Plan Policy 7.F.2 and Implementation Program 7.18, with which future development must comply, as applicable, to reduce criteria air pollutant and ozone precursor emissions associated with future projects. For Industrial land use, Woodland's Municipal Code Section 17.92.060(B) requires a conditional use permit for any use that could generate offensive or objectionable dust, fumes, noise, odors, smoke, or vibration offensive or objectionable beyond the premises. In addition, applicable to Industrial/Light Industrial Flex zones, the City's Interim Zoning Section 3.11.B.5 requires construction best management practices to minimize dust. Finally, the YSAQMD Rules and Regulations are also applicable to all projects within the City of Woodland and have been developed and adopted by the YSAQMD for the purposes of improving air quality and minimizing criteria air pollutant emissions from existing and future construction and operations within the region in order to attain and maintain the applicable CAAQS and NAAQS. These City regulations and YSAQMD Rules and Regulations would ensure compliance with General Plan Policy 7.F.2. However, General Plan Implementation Program 7.18 includes additional requirements not otherwise included in the above noted regulations; this Program would serve as a Conditions of Approval for future development, as provided in Appendix A, Table A-2.

c) Expose sensitive receptors to substantial pollutant concentrations?

No Impact. As explained under Section 2.3.2 above, the proposed annexations would not result in a net increase in air pollutant emissions. Therefore, the proposed annexations would not result in carbon monoxide hotspots, substantial short-term or long-term generation of diesel particulate matter emissions in proximity to sensitive receptors, or other substantial emissions sources that would expose sensitive receptors to substantial pollutant concentrations. **There would be no impact.** Therefore, here are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations would not include any proposed development or physically alter the land in any way that would result in a net increase in air pollutant emissions, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Potential future projects within the annexation areas could result in the generation of air pollutant emissions, including those that could result in the exposure of sensitive receptors to substantial pollutant concentrations.

Children, pregnant women, the elderly, those with existing health conditions, and athletes or others who engage in frequent exercise are especially vulnerable to the effects of air pollution. Accordingly, land uses that are typically considered sensitive receptors include schools, daycare centers, parks and playgrounds, and medical facilities. Residential areas are considered sensitive to air pollution because residents (including children and the elderly) tend to be at home for extended periods of time, resulting in sustained exposure to pollutants present. Recreational land uses are considered moderately sensitive to air pollution. Exercise places a high demand on respiratory functions, which can be impaired by air pollution, even though exposure periods during exercise are generally short. In addition, noticeable air pollution can detract from the enjoyment of recreation. Industrial and commercial areas are considered the least sensitive to air pollution. Exposure periods are relatively short and intermittent as the majority of the workers tend to stay indoors most of the time.

The 2035 General Plan and CAP EIR (pages 4.3-33 to 4.3-35) discusses potential impacts related to generation of local mobile-source emissions of carbon monoxide near roadway intersections within the General Plan. Although transport of carbon monoxide is extremely limited because it disperses rapidly with distance from the source under normal meteorological conditions, under specific meteorological conditions, carbon monoxide concentrations near roadways may reach unhealthy levels for local sensitive land uses. The 2035 General Plan and CAP EIR evaluated the potential for future hotspots using a screening analysis and considering buildout of the City's Planning Area, and determined that the impact from potential carbon monoxide 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 toxic air contaminant (TAC). The 2035 General Plan and CAP EIR (pages 4.3-35 to 4.3-36) discusses potential impacts related to exposure of sensitive receptors to construction-related TACs due to buildout of the General Plan. Although transport of TACs is extremely limited because it disperses rapidly with distance from the source and exposure duration would be limited to temporary periods of construction, the exact location with respect to sensitive receptors and length of construction activities could not be determined at the time of the analysis of the General Plan. Therefore, it was conservatively assumed that certain construction activities could expose sensitive receptors to substantial TAC concentrations and this impact of the General Plan was considered potentially significant.

The 2035 General Plan and CAP EIR (pages 4.3-37 to 4.3-45) discusses potential impacts related to exposure of sensitive receptors to operational TACs. To analyze potential impacts due to proximity of sensitive receptors to roadways, the General Plan EIR used the Sacramento Metropolitan Air Quality District (SMAQMD) Recommended Protocol for Evaluating the Location of Sensitive Land Uses Adjacent to Major Roadways guidance, which is consistent with the CARB recommendations in the CARB Air Quality and Land Use Handbook: A Community Health Perspective (CARB 2005), and with detailed guidance for the Sacramento region (SMAQMD 2011). The protocol states that if the nearest sensitive receptor's increase in individual cancer risk is lower than the evaluation criterion of 276 cases per million, no further roadway-related air quality evaluation is recommended. Based on analysis within the 2035 General Plan and CAP EIR, the General Plan was found to be consistent with the protocol recommendations, and no adverse health risks were anticipated from the roadways in the City's Planning Area.

The 2035 General Plan and CAP EIR also discusses potential impacts related to exposure of sensitive receptors to operational TACs due to proximity to operational sources of TACs associated with specific future land uses. Operational activities that require the use of diesel-fueled vehicles for extended periods, such as commercial trucking facilities or delivery/distribution areas, may generate emissions that could expose sensitive receptors to DPM emissions. In addition, it is possible that projects developed under the General Plan would include stationary sources of TACs, such as gasoline-dispensing facilities and diesel-fueled backup generators. Stationary sources in the City's Planning Area would be permitted and regulated to prevent land use compatibility conflicts with existing uses. However, because the actual proposed uses had not been determined at the time of the analysis for the General Plan, it was assumed possible that future development planned under the General Plan could generate substantial TAC emissions as a result of long-term operations and that existing and future sensitive land uses could be exposed to substantial TAC concentrations and this impact of the General Plan was considered potentially significant.

The 2035 General Plan and CAP EIR identified General Plan Policies 7.F.2 and 7.F.3. and Mitigation Measures 4.3-3c and 4.3-3d (implemented as part of the Final General Plan as Implementation Programs 7.17 and 7.19, respectively). As explained for Air Quality impact discussion b) above, City policies and YSAQMD Rules and Regulations would ensure compliance with General Plan Policy 7.F.2. However, General Plan Policy 7.F.3 and Implementation Programs 7.17 and 7.19 would be required as Conditions of Approval of future proposed development within the annexation areas to both reduce the generation of TAC emissions and reduce exposure of sensitive receptors to such TAC emission, as provided in Appendix A, Table A-2.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

No Impact. YSAQMD has developed a list of facilities that are known producers of odors where more analysis may be warranted or where greater distance should separate a project from the odor source. Those facilities include, but are not limited to, wastewater treatment facilities, chemical manufacturing, sanitary landfills, transfer stations, painting/coating operations (e.g., auto body shops), and food processing facilities. The proposed annexations due not include any development, and therefore would not result in the establishment of any other emissions sources, such as those leading to odors. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change that would result in a net increase in air pollutant emissions, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. The 2035 General Plan and CAP EIR (pages 4.3-45 to 4.3-48) discusses potential impacts related to exposure of a substantial number of people to objectionable odors. The General Plan EIR identified construction of proposed land uses as well as diesel-fueled trucks traveling on local roadways as a minor source of odors that would generate exhaust odors from diesel engines. The construction activities would also generate volatile organic compound (VOC) emissions associated with asphalt paving and the application of architectural coatings, which may be considered offensive odors to some individuals. However, because odors associated with diesel fumes would be temporary and would disperse rapidly with distance from the source, construction-generated and mobile-source odors would not result in the frequent exposure of on-site receptors to objectionable odor emissions. The General Plan EIR also identified operational sources of odors, such as garbage collection areas and charbroilers associated with commercial uses as potential minor sources of odors relevant that may be relevant to the existing or future development within the proposed annexation areas. These are known to have some temporary, less concentrated odorous emissions, but not uses that are typically associated with numerous odor complaints. The General Plan EIR concluded that compliance with permitting requirements, air district rules and regulations, and state and local requirements would reduce potential odor-related impacts, and accounted for compatible uses in the land use planning to support the 2035 General Plan Update. The proposed annexations would not propose any changes to the land use designations of the 2035 General Plan and therefore would be consistent with the development assumptions used to inform the 2035 General Plan and CAP EIR.

2.4 BIOLOGICAL RESOURCES

Since the adoption of the 2035 General Plan and CAP EIR, the Yolo Habitat Conservation Plan (HCP)/Natural Community Conservation Planning (NCCP) was adopted in 2018, and incidental take permits were issued in 2019 (CDFW 2019). Because the proposed annexation areas are within the Yolo HCP/NCCP coverage area, any future projects within the proposed annexation areas, regardless of annexation status, would be subject to the HCP/NCCP; this would include applying for the HCP/NCCP coverage and payment of relevant fees prior to issuance of a grading permit, as well as carrying out species-specific preconstruction surveys, as applicable, and implementing all relevant avoidance and minimization measures (AMMs) from the HCP/NCCP.

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?**

No Impact. Land use development can directly or indirectly adversely affect species through destruction of active nests and other direct harm or degradation or loss of suitable or occupied habitat. As the proposed annexations do not include any proposed development or physical alteration of the land in any way, they do not have the potential to adversely affect any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS). **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. A reconnaissance-level biological resources survey for the proposed annexation areas was conducted on September 7 and September 8, 2021. The purpose of the survey was to evaluate habitats, map land cover, and identify sensitive biological resources present within the proposed annexation areas. The detailed methodology and results are provided as a Biological Resources Memorandum for the Woodland Annexations (AECOM 2021a).

As detailed in the Biological Survey Report, based on the literature review and nearby records, as well as the results of the field surveys, four species were deemed to have high potential occurrence in the annexation areas. Specifically, the annexation areas, with the exception of the Westucky Annexation Area, contain grassland and agricultural areas that may provide suitable foraging habitat for Swainson's hawk, burrowing owl, and tricolored blackbird, as well as emergent wetlands and/or ditches that may provide suitable nesting habitat for tricolored blackbird and/or burrowing owl. Some ditch banks in the project area, specifically within the NE and Sports Park Annexation areas, were observed to have small mammal burrows present, potentially suitable for burrowing owl use. All these burrows appeared inactive at the time of the survey. Nest trees for Swainson's hawk within the project area are virtually absent, however, they are plentiful in the form of shade trees along parcel-side roads, the most notable concentration of which occurring within the Westucky Annexation Area and adjacent areas. Wetlands in the study area, particularly irrigation ditches containing standing water, may also provide suitable habitat for giant garter snake. All four species have numerous records within 3 miles of the proposed annexation areas and are species are covered under the Yolo HCP/NCCP (Ascent 2018).

Based on the results of the biological reconnaissance survey and literature review, the trees, irrigation ditches, vegetation, and agricultural fields present in and around the proposed project area could also provide marginally suitable nesting substrate for migratory birds covered by the Migratory Bird Treaty Act (MBTA). The MBTA prohibits the killing, possessing, or trading of migratory birds, and essentially all native bird species in California are covered by the MBTA. Migratory bird and raptor nests are protected further by Sections 3503 and 3503.5, respectively, of the California Fish and Game code. Common raptors that could nest on or near the proposed annexation areas include red-tailed hawk, great horned owl, and barn owl. If trees were to be removed during the raptor breeding season (February – August), mortality of eggs and chicks of tree-nesting raptors could result if an active nest were present. In addition, construction could disturb active nests near a construction area, potentially resulting in nest abandonment by the adults and mortality of chicks and eggs.

Potential affects to the special-status species above and migratory birds covered by the MBTA may be minimized by avoiding impacts to wetlands and conducting nesting bird surveys prior to ground disturbing activities. As noted above, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas, and the proposed annexations would not propose and land use designations inconsistent with that of the 2035 General Plan Land Use Plan. Because the proposed annexation areas are within the Yolo HCP/NCCP coverage area, any future projects within the proposed annexation areas would be required to individually apply for HCP/NCCP coverage prior to grading permit issuance. Developers for each individual project would be responsible for applying for the HCP/NCCP coverage and payment of relevant fees. Each project proponent would be required to carry out species-specific preconstruction surveys in accordance with the conditions of approval described below and included in Appendix A to this initial study.

General Plan Policy 7.B.11 and Implementation Program 7.4 minimize potential impacts to any species identified as a candidate, sensitive, or special-status species. Local, state and federal regulations are in place to ensure compliance with these policies, including the City of Woodland Tree Ordinance (City of Woodland Municipal Code Chapter 12.48), City of Woodland Municipal Code Chapter 15.32 for the implementation of the Yolo HCP/NCCP, California Fish and Game Code Section 3505 for the protection of bird nests and raptors, and the federal Migratory Bird Treaty Act. As the Yolo HCP/NCCP has been adopted since the adoption of the 2035 General Plan, to supplement Implementation Program 7.4, the AMMs of the HCP/NCCP would also be applicable to the proposed annexation areas; specifically, AMMs 16 and 18 would be applicable to the proposed annexation areas. In addition, and as explained above, compliance with the MBTA is required by law; Compliance Measure 1 is included in Appendix A, Table A-1, outlining the details of compliance requirements by law of any future proposed development within the annexation areas in order to avoid direct loss of protected birds. Compliance with City of Woodland Municipal Code Chapter 15.32 shall be a Condition of Approval of any future development projects within the proposed annexation areas to ensure compliance with the Yolo HCP/NCCP and the aforementioned AMM's, regardless of whether discretionary approval is required. Appendix A contains the applicable mitigating policies and regulations in Table A-1 and the Condition of Approval for compliance with the Yolo HCP/NCCP in Table A-2. Additional detail for each individual annexation area is also provided in the Biological Survey Memorandum (AECOM 2021a).

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?

No Impact. CDFW maintains a list of plant communities that are native to California (CDFW 2020). Within that list, CDFW identifies special-status plant communities (a.k.a. sensitive natural communities), which they define

as communities that are of limited distribution statewide or within a county or region and often vulnerable to environmental effects of projects; these are afforded consideration as sensitive habitats under CEQA. Oak woodland, riparian, and wetland habitats are considered sensitive natural communities by CDFW (CDFW 2020). Riparian and wetland habitats are also protected by the State under the CDFW Code Section 1600 to 1607. Additionally, the importance of protecting and preserving wetland and riparian habitats is recognized in the County's General Plan policies (Ascent 2018). As the proposed annexations do not include any proposed development or physical alteration of the land in any way, they do not have the potential to adversely affect any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by CDFW or USFWS. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. The State of California, through the Oak Woodland Conservation Act, also considers oak woodland preservation important. The proposed project encompasses approximately 11.41 acres of land cover types considered to be sensitive habitat. These include Fresh Emergent Wetland, Valley Foothill Riparian, and Valley Oak Woodland. Specifically, as detailed in the Biological Resources Memorandum (AECOM 2021a), Valley foothill riparian landcover is present in the Pirimi East Street Annexation Area and Sports Park Annexation Area. Approximately 1.99 acres total of features mapped as valley foothill riparian woodland are present within these two annexation areas; such features did not abut standing water, but rather, features mapped as fresh emergent wetlands. Freshwater emergent wetland type is typically associated with level to gently rolling landscapes along rivers, lakes, and creeks, but can be found anywhere the topography permits perennial or seasonal soil saturation or flooding by fresh water. Saline emergent wetlands are also included in this category in the HCP. Areas mapped as Fresh Emergent Wetland in the project area vary widely in topography and vegetative communities, although the most common feature is an irrigation ditch. Most areas mapped were done so based on vegetation alone, although a few contained standing water at the time of the survey. Based on the results of the field study and database review, future proposed development within the annexation areas would be subject to the 2035 General Plan Policies 7.B.8 and 7.B.11 and Implementation Programs 7.5 and 7.6. City of Woodland Community Design Standards and Municipal Code Chapter 12.48 (Woodland Tree Ordinance) address the requirements of General Plan Policy 7.B.8, and requirements under California Fish and Game Code Section 1602 address Implementation Program 7.6, as shown in Appendix A, Table A-1. As detailed under Biological Resource impact discussion a) above, compliance with the City of Woodland Municipal Code Chapter 15.32 shall be required of any future proposed development projects, by-right or discretionary, as a Condition of Approval, as detailed in Appendix A, Table A-2.

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. There are approximately 9.12 acres of freshwater emergent wetland land cover mapped within the annexation areas, specifically within Pirimi East Street, Sports Park, Water Plant, and Northeast Annexation Areas. Freshwater emergent wetland type is typically associated with level to gently rolling landscapes along rivers, lakes, and creeks, but can be found anywhere the topography permits perennial or seasonal soil saturation or flooding by fresh water. Saline emergent wetlands are also included in this category in the HCP. Areas mapped as Fresh Emergent Wetland in the project area vary widely in topography and vegetative communities, although

the most common feature is an irrigation ditch. Most areas mapped were done so based on vegetation alone, although a few contained standing water at the time of the survey. The proposed annexations do not include any proposed development or any physical change. Therefore, there would be no potential for the annexations to have a substantial adverse effect on state or federally protected wetlands, and **there would be no impact**. There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Potential future projects within the annexation areas could allow development in areas that currently support, or may support, wetlands and other waters, including vernal pools and other freshwater wetlands, ponds, and drainage canals. Impacts on wetlands and other waters could occur through habitat conversion, encroachment, routine maintenance, or other activities in the immediate vicinity of waterways and in habitat supporting wetlands. Land conversion could result in direct fill of wetlands and other 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 likely that some wetlands and waterways in the proposed annexation areas would qualify as waters of the United States due to hydrological connectivity to navigable waters (e.g., the Sacramento River via Willow Slough, Cache Creek, and the Yolo Bypass) or adjacency to other waters of the United States; however, some wetlands may be disclaimed by the U.S. Army Corps of Engineers (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 flow are generally excluded from the Clean Water Act according to the Clean Water Rule issued July 13, 2015 (80 Federal Register [FR] 37053). As required, compliance with Section 404 of the Clean Water Act would reduce potential impacts on federally protected wetlands because it would require project applicants to obtain a permit from the USACE for any activity resulting in fill of wetlands and other waters of the United States. A wetland mitigation plan that satisfies USACE requirements will be needed as part of the permit application. Project applicants that obtain a Section 404 permit would also be required to obtain water quality certification from the Central Valley Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act. If the project involves work in areas containing waters disclaimed by the USACE, project applicants would be required to obtain a Waste Discharge Requirement permit from the Central Valley RWQCB pursuant to the Porter Cologne Act. In accordance with these state and federal regulations, mitigation resulting in no net loss of functions and values of affected wetlands and waters is required. General Plan Policy 7.B.11 requires that new development be sited to maximize the protection of native tree species and special-status plant and wildlife habitats and General Plan Implementation Programs 7.4 (as provided under item 'a' above) and 7.5 minimize the loss and degradation of federally protected wetlands. Compliance with the policies would be required as Conditions of Approval of any future proposed development within the annexation areas, thereby reducing the potential direct removal, filling, hydrological interruption, or other adverse effects on state or federally protected wetlands. In addition, in order to avoid loss or degradation of federally protected waters, Compliance Measure 2 would be required as a Condition of Approval of any future development within the proposed annexation areas, as applicable. These policies, implementation programs, and the compliance measure are identified in Appendix A, Table A-2.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. 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. There are no native wildlife nursery sites within the proposed annexation areas. The proposed annexations do not include any proposed development or any physical change. Therefore, there would be no potential for the annexations to have a substantial adverse effect on state or federally protected wetlands, and **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As detailed in Impact 4.4-5 of the 2035 General Plan and CAP EIR, the City's Planning Area and areas designated for development under the do not currently provide an important connection between any areas of natural habitat that would otherwise be isolated and the Planning Area is 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, and development envisioned under the 2035 General Plan would not cause any areas of natural habitat to become isolated. No native wildlife nursery sites have been identified in the City's Planning Area. Potential future projects within the annexation areas would be consistent with that accounted for under the 2035 General Plan and CAP EIR.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. Although a tree inventory has not been completed for the annexation areas, the reconnaissance surveys confirmed several trees are present in the annexation areas. The proposed annexations would not propose any development or physically alter the land in any way, and therefore would not have any effect on these resources and **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Potential future projects within the annexation areas could propose development with the potential to affect these trees, 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 requires compliance with the Tree Ordinance as a part of the City's review process development applications, minimizing the potential for loss or damage to such trees.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. Annexation areas are within the Yolo HCP/NCCP, and any future development will be required to comply with all applicable AMMs as provided in Chapter 7 of the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018). The proposed annexations would not propose any development or physically alter the land in any way, and therefore would not have any effect on these resources and **there would be no impact**. There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. The avoidance, minimization, and mitigation measures included in Appendix A to address biological resources are consistent with the Yolo HCP/NCCP (Yolo Habitat Conservancy 2018), as well as the 2035 General Plan policies and implementation programs, which maintain consistency with the Yolo HCP/NCCP. General Plan General Plan Implementation Program 7.4 requires implementation of the Yolo HCP/NCCP to mitigate the impacts of growth projected under the General Plan on plant and wildlife habitats in the Woodland area. There are no sensitive habitats or other lands in the proposed annexation areas that are identified in the Yolo HCP/NCCP as a part of the future reserves system. Therefore, any potential future projects within the proposed annexation areas 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. Furthermore, the Conditions of Approval identified to address impact questions a) and b) above would ensure consistency of future projects with the provisions of the Yolo County 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.

2.5 CULTURAL RESOURCES

a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

No Impact. As documented in support of the 2035 General Plan Update and CAP EIR, there are no California Register of Historical Resources eligible or otherwise resources within the City's Planning Area, and a California Native American Heritage Commission review of the Sacred Lands File resulted in no identified resources of concern within the City's Planning Area, inclusive of the proposed annexation areas. Furthermore, a reconnaissance pedestrian cultural resources survey of the proposed annexation areas was conducted on September 15, 16, 23, 30, and October 4, 2021. The detailed methodology and results are provided as a Cultural Resources Memorandum for the Woodland Annexations (AECOM 2021b). As detailed in this memorandum, no cultural resources either historic or prehistoric were observed during these surveys.

Though record searches and reconnaissance pedestrian cultural resources survey did not identify historical resources in the proposed annexation areas, the broader vicinity does have an elevated sensitivity for cultural resources, due to the long-standing Native American inhabitation and past historical agricultural and settlement uses. It is reasonable to assume that there could be unknown resources in the vicinity that could be historical resources under CEQA.

Land use modifications with intensive grading, trenching, excavation, soil stockpiling, and other earthmoving activities could impact previously unrecorded cultural resources, including the potential to damage or destroy unknown cultural resources that qualify as historical resources under CEQA. The significance of such resources could be materially impaired because their ability to convey significance could be destroyed or diminished. As the proposed annexations do not include any proposed development or physical alteration of the land in any way, they do not have the potential to change the significance of a historical resource pursuant to Section 15064.5. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As noted above, no known historical resources pursuant to Section 15064.5 are present within the proposed annexation areas. However, the potential exists for previously undiscovered resources to occur within the proposed annexation areas. If previously undiscovered resources were to be found during construction of future projects within the proposed annexation areas, such activity could cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5. In order to minimize impacts associated with the potential occurrence and disturbance of previously undiscovered resources, any future proposed development within the annexation areas would be subject to 2035 General Plan Policy 7.E.2 and related Implementation Program 7.13 as Conditions of Approval to address the discovery of resources, including evaluation and protection, as appropriate, in accordance with applicable federal and state laws and regulations. In addition, Compliance Measure Cultural 1 would be required as a Condition of Approval, to provide appropriate cultural resources sensitivity training to all on-site workers to identify potential resources and be informed of required actions in the case of discovery. These Conditions of Approval for future development projects within the proposed annexation areas are detailed in Appendix A, Table A-2.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

No Impact. As documented in support of the 2035 General Plan Update and CAP EIR, there are no previously recorded archaeological resources within the City's Planning Area. Furthermore, a reconnaissance pedestrian cultural resources survey of the proposed annexation areas was conducted on September 15, 16, 23, 30, and October 4, 2021, as detailed in Appendix C to this initial study; there were no signs of subsurface artifacts. Nonetheless, projects involving intensive grading, trenching, excavation, soil stockpiling, and other earthmoving activities could impact previously unrecorded cultural resources including the potential to damage or destroy archaeological and historic architectural resources that qualify as historical resources or unique archaeological resources under CEQA. The significance of such resources could be materially impaired because their ability to convey significance could be destroyed or diminished. However, as the proposed annexations do not include any proposed development or physical alteration of the land in any way, they do not have the potential to change the significance of a historical resource pursuant to Section 15064.5. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As noted above, the potential exists for previously undiscovered archaeological resources to occur within the proposed annexation areas. If previously undiscovered resources were to be found during construction of future projects within the proposed annexation areas, such activity could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5. As explained above under the discussion of Cultural Resources impact topic a), 2035 General Plan Policy 7.E.2 and related Implementation Program 7.13, as well as Compliance Measure Cultural 1, would be required as Conditions of Approval for future development projects within the proposed annexation areas, as detailed in Appendix A, Table A-2.

c) Disturb any human remains, including those interred outside of formal cemeteries?

No Impact. The proposed annexations do not include any proposed development or physical alteration of the land in any way, they do not have the potential to change the significance of a historical resource pursuant to Section 15064.5. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. While there is no indication that any particular area in the City's Planning Area, including the proposed annexation 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 projects. To minimize this potential, 2035 General Plan and CAP EIR Mitigation Measure 4.6-2 (incorporated into the final 2035 General Plan as Implementation Program 7.14) requires the City and any contractor take steps in accordance with the California Health and Safety Code, Section 6050 through 7052 and Sections 8010 through 8030. Any potential future development within the annexation areas would be

required to comply with these regulations, which would serve as uniformly applied development standards, as detailed in Appendix A, Table A-1.

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2.6 ENERGY

a) **Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**

No Impact. The proposed annexations would not include development or physically alter the land in any way. Therefore, it would not result in the consumption of energy resources. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. While, as explained above, the proposed annexations would not include any development, any future development within the annexation areas could result in the consumption of energy. Energy could be consumed during multiple phases of potential future development construction and operations. Energy-requiring activities range from equipment operating during construction, to building operations, to transportation serving both construction and operational phases.

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, including within new growth areas and opportunities sites, which include land within the proposed annexation areas. 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. Similarly, in addition to several City-led initiatives and programs, General Plan Policies 2.E.4, 3.F.4, and 5.H.9 require design features of new development to accommodate alternative modes of transportation and reduce water and wastewater demand and generation, further reducing associated energy consumption. These policies are consistent with components of the California Building Code, Title 20 and Title 24, respectively containing appliance and building energy efficiency standards, and the California Code of Regulations, Title 23, Waters, Divisions 2 (the California Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance). The City's Municipal Code also contains provision for water conservation in landscaping water use and the City's Interim Zoning Ordinance contains guidelines for new development within Community Commercial Zones to be designed to include connectivity for pedestrian, bicycle, and vehicle access, to enhance opportunities for non-vehicular travel, provide for outdoor spaces and parking lot shading. In addition, 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 actions identified as required of new development and applicable to the land uses that would be consistent with the rezoning and future zoning of the proposed annexation areas would be achieved through compliance with the California Building Code, including Title 20 and 24. In addition, since the adoption of the General Plan and CAP, the City has implemented several actions to realize the goals of the CAP, including those related to energy conservation and efficiency; these action include, but are not limited to

becoming a member of the Valley Clean Energy Alliance Joint Powers Authority to offer increased options for renewable and carbon-free power sources to the community, incremental replacement of the City's infrastructure with energy efficient technology, and conversion of gasoline and diesel-powered City vehicles with those powered by alternative fuel technology. Therefore, any future proposed development within the annexation areas would achieve energy efficiency and conservation through uniformly applied development standards, as included in Appendix A, Table A-1.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. As described in Section 2.6.1 above, the proposed annexations would result in any energy consumption. In addition, they would not include any land use change and would obstruct a state or local plan for renewable energy or energy efficiency. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. While, as explained above, the proposed annexations would not include any development, any future development within the annexation areas would comply with the most current California Building Energy Efficiency Standards Code and California Green Building Standards Code (CalGreen), and City's Design Review Standards and Municipal Code, as applicable, which implement design features consistent with the actions identified as required of new development within the City's CAP, as outlined in Appendix A. Therefore, any future proposed development within the annexation areas would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

2.7 GEOLOGY AND SOILS

- a) **Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**
 - i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)**

No Impact. The annexation areas are not located within or adjacent to a fault zoned under the Alquist-Priolo Earthquake Fault Zone Act. (California Geological Survey [CGS] 2015). As detailed in the 2035 General Plan and CAP EIR (page 4.7-5), the nearest fault zoned under the Alquist-Priolo Act is the Green Valley Fault Zone, in the Howell Mountains (also called the Mt. George Range), approximately 29.5 miles to the southwest. Thus, **there would be no impact.**

ii) **Strong seismic ground shaking?**

No Impact. There are no known fault traces within or adjacent to the annexation areas or the City's Planning Area as a whole. However, segments 3 and 4 of the Great Valley Fault Zone (GVFZ), which is a blind-thrust fault belt located along the margin between the Central Valley and the Coast Ranges, is located approximately 6 miles to the west of the City's border.

The intensity of ground shaking depends on the distance from the earthquake epicenter to the site, the magnitude of the earthquake, and site soil conditions. Peak horizontal ground acceleration, which is a measure of the projected intensity of ground shaking from seismic events, can be estimated by probabilistic method using a computer model. The CGS Probabilistic Seismic Hazards Assessment Model (CGS 2008) indicates that a minimum peak horizontal acceleration of 0.26 g (where g is the percentage of gravity) could be expected. This means there is a 1-in-10 probability that an earthquake will occur within 50 years that would result in a peak horizontal ground acceleration exceeding 0.26 g in the City's SOI, which indicates that a moderate level of seismic ground shaking could occur. The 2007 Working Group on California Earthquake Probabilities (2008) has projected that segments 3 and 4 of the GVFZ could produce an earthquake with a maximum moment magnitude of 6.6–6.8. An earthquake of this magnitude along the GVFZ or any of the other active faults in the Coast Ranges would result in strong seismic ground shaking within the city of Woodland.

The proposed annexations would not include any proposed development and therefore would not have the potential for any risk of loss, injury, or death involving strong seismic ground shaking. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. While, as explained above, the proposed annexations would not include any development, any future development within the annexation areas would comply with state earthquake protection law (Health and Safety Code Section 19100 et seq.), which requires that structures be designed to resist stresses produced by lateral forces caused by wind and earthquakes, as well as the California Code of Regulations Title 5,

Division, Chapter 14, Sections 14001–14036, which require preparation of a site-specific geotechnical and engineering report that contains recommendations to reduce seismic, geologic, and soils hazards. Furthermore, any potential future development would be required by law to be designed and constructed in accordance with the current edition of the California Building Code, which contains engineering and design requirements (including preparation of a geotechnical report) that are specifically intended to reduce the loss of life and property from seismic hazards, including strong seismic ground shaking. Any future development within the proposed annexation areas would be consistent with that anticipated under the 2035 General Plan and CAP EIR and the potential for substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking would be addressed through regulatory compliance, including design standards, where applicable, as uniformly applied development standards, as detailed in Appendix A, Table A-1.

iii) **Seismic-related ground failure, including liquefaction?**

No Impact. Soil liquefaction occurs when ground shaking from an earthquake causes a sediment layer saturated with groundwater to lose strength and take on the characteristics of a fluid, becoming similar to quicksand. Factors determining liquefaction potential are soil type, level, and duration of ground motions, and depth to groundwater. Liquefaction is most likely to occur in low-lying areas where the substrate consists of poorly consolidated to unconsolidated water-saturated sediments, recent Holocene-age sediments, or deposits of artificial fill. The locations that are most susceptible to liquefaction-induced damage have loose, water-saturated, granular sediment that is within 40 feet of the ground surface. However, where this condition is known to exist, proper structural and foundation design can usually minimize or eliminate liquefaction hazards to new construction.

Groundwater elevations in the Woodland area have varied over time depending on the amount of precipitation and the amount of groundwater pumping. Historically, groundwater elevations in the region have ranged from approximately 20 feet to 50 feet mean sea level (msl) (City of Woodland 2011). Furthermore, portions of the city, including within the annexation areas, are composed of unconsolidated Holocene-age alluvial deposits, and an active seismic source (the GFVZ) is located nearby. Therefore, these areas could be subject to liquefaction in the event of a large magnitude earthquake. However, the proposed annexations do not include any proposed development and therefore would not have the potential for any risk of loss, injury, or death involving seismic-related ground failure, including liquefaction. Therefore, **there would be no impact**. There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. While, as explained above, the proposed annexations would not include any development, any future development within the annexation areas would be required to be designed and constructed in accordance with the current edition of the California Building Code, which contains engineering and design requirements (including preparation of a geotechnical report) that are specifically intended to reduce the loss of life and property from seismic hazards. The California Building Code 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, and would serve as uniformly applied development standards for future proposed development within the annexation areas, as applicable.

iv) Landslides?

No Impact. Landslide susceptibility is based on various combinations of factors such as rainfall, rock and soil types, slope, vegetation, seismic conditions, and human construction activities. Generally, landslides are expected to occur most often on slopes steeper than 15 percent, in areas with a history of landslides, and in areas underlain by geologic units that are weakly cemented. The proposed annexation areas are located on a nearly flat alluvial plain in the central Sacramento Valley. There are no steep slopes within the annexation areas or in the vicinity where landslides could occur. Thus, **there would be no impact.**

b) Result in substantial soil erosion or the loss of topsoil?

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.7-2 (pages 4.7-27 through 4.7-29), 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. However, the proposed annexations do not include any proposed development or any physical change, and therefore would not have the potential to cause an increase in soil erosion or the loss of topsoil. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Potential future development within the annexation areas would be designed and constructed in accordance with the Central Valley Regional Water Quality Control Board and City permitting requirements, which are specifically designed to minimize constructed-related soil erosion to the maximum extent feasible. Chapter 15.12 of the City of Woodland Municipal Code addresses erosion and sediment control under the City's Grading Ordinance. Proposed development within 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 National Pollutant Discharge Elimination System (NPDES) permit requirements. Furthermore, projects that would disturb more than 1 acre of land, must comply with the requirements in the State Water Resources Control Board (SWRCB) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-009-Division of Water Quality [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 storm water pollution prevention plan (SWPPP) and implementation of Best Management Practices (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 any potential future projects would be required to comply with the City's Engineering Standards: Design Standards, Standard Details and Construction Specifications (City of Woodland 2016b). 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. In addition, General Plan Policy 5.I.4 requires new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code, and Policy 5.I.5 prohibits grading activities during the rainy season, unless adequately mitigated, such as through implementation of BMPs and the SWPPP consistent with Municipal Code Chapter 8.08, as detailed above, to avoid sedimentation of storm drainage facilities. These

General Plan policies would be achieved through the above noted City Municipal Code and State regulations, that would serve as uniformly applied development standards applicable to future proposed development within the annexation areas and are provided in Appendix A, Table A-1.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.7-3 (pages 4.7-30 and 4.7-31), 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. The proposed annexations do not include any proposed development or physically alter the land in any way, and therefore would not have the potential to cause an increase in soil erosion or the loss of topsoil. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in Section 2.7.a (iv), there are no slopes within the annexation areas or in the vicinity where landslides would be likely to occur. However, as discussed in Section 2.7.a (iii) above, groundwater elevations in the region have historically ranged from approximately 20 feet to 50 feet msl (City of Woodland 2011) and active seismic sources are located nearby, making these areas reasonably subject to liquefaction, lateral spreading, and subsidence in the event of a large magnitude earthquake. Future development within the annexation areas would be designed and constructed in accordance with the California Building Code and City permitting requirements, which contain engineering and design requirements (including preparation of a geotechnical report) that are specifically intended to reduce the loss of life and property from geologic hazards, including unstable soils. Any future development within the annexation areas would be consistent with that anticipated under the 2035 General Plan and CAP EIR and the potential for on- or off-site landslide, lateral spreading, liquefaction, or collapse would be addressed through regulatory compliance, including design standards, where applicable.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?

No Impact. Expansive soils are composed largely of clays, which greatly increase in volume when saturated with water and shrink when dried. 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. Based on a review of the U.S. Natural Resources Conservation Service (2015) soil survey data, most of the soil types in the City, including the annexation areas (as shown in General Plan Figure 4.7-3, page 4.7-11), have a moderate to very high shrink-swell potential, indicating that the soils are expansive.

Because of this shrink-swell effect, structural foundations may rise during the rainy season and fall during the dry season. If this expansive movement varies beneath different parts of a structure, the foundation may crack and portions of the structure may become distorted. Retaining walls and underground utilities may be damaged for the same reasons. However, the proposed annexations do not include any development and therefore would not have the potential to create a direct or indirect substantial risk to life or property due to structures or infrastructure located on expansive soil. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Future development within the annexation areas would be designed and constructed in accordance with the California Building Code (CBC). Chapter 18 of the CBC regulates the excavation of foundations and retaining walls. This chapter regulates the preparation of a preliminary soil report, engineering geologic report, geotechnical report, and supplemental ground-response report. Chapter 18 also regulates analysis of expansive soils and the determination of the depth to groundwater table. Compliance with the CBC is required by law. The CBC requires preparation of geotechnical engineering reports that include specific recommendations for construction in expansive soil, which would ensure that buildings, roads, and parking lots are designed appropriately based on site-specific conditions. In addition, future development within the proposed annexation areas would be subject to General Plan Policy 8.A.3, requiring the evaluation and avoidance of siting structures across soil materials of substantially different expansive properties, as well as appropriate design specification in areas of expansive soils. This General Plan policy is detailed in Appendix A and would serve as a Condition of Approval of future proposed development within the annexation areas in areas of expansive soils as defined in Table 18-1-B of the Uniform Building Code (1994, as updated).

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. Based on a review of Natural Resources Conservation Service (2015) soil data, the soils within Woodland are rated with moderate limitations for construction of buildings and roads because of low soil strength, subsidence potential, and ponding and soil saturation, as well as a moderate to very high shrink-swell potential, indicating that the soils are expansive. Construction in unstable soils could result in structural damage to buildings, roads, and bridges. Soils within Woodland have a low permeability rate and a high water holding capacity and thus tend to “perc” too slowly, rendering them unsuitable for conventional septic systems. Based on a review of Natural Resources Conservation Service (2015) soil data, the soils are generally unsuitable for conventional septic systems. However, the proposed annexations do not include any development and therefore there would be no use of septic tanks or alternative wastewater disposal systems. There would be no impact. Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Future development within the annexation areas would be designed and constructed in accordance with the California Building Code. The General Plan also contains policies to address

unstable soils and on-site wastewater treatment for any future proposed development. Policy 5.H.6 requires that all sewage generators within its service area to connect to the City's system, except those areas where the City has determined a connection to the City's sewage collection system would be infeasible. In addition, in accordance with Mitigation Measure 4.7-3a of the 2035 General Plan and CAP EIR was incorporated as part of the Final General Plan (Implementation Program 5.14) to require site-specific evaluation where soils are proposed for use as leach fields associated with wastewater treatment and require that all septic systems or other forms of on-site wastewater treatment and disposal facilities by design to meet specific criteria. This General Plan policy and mitigation measure are detailed in Appendix A and would serve as conditions of approval of any future proposed development within the annexation areas.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. Geologic units that are exposed at the surface in the Woodland area consist of levee, channel, and basin deposits, and the Modesto and Riverbank Formations (see Exhibit 4.7-1 of the 2035 General Plan and CAP EIR). These deposits are underlain by the Pleistocene-age Red Bluff Formation, and the Plio-Pleistocene-age Tehama Formation. Collectively, the thickness of the Holocene deposits and the Modesto, Riverbank, and Red Bluff Formations is approximately 100–200 feet (City of Woodland 2011: Appendix C). 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). The levee, channel, and basin deposits in the Woodland Area are of the Holocene age (i.e., 11,700 years Before Present to present day), and contain only the remains of extant, modern taxa, if any resources are present; therefore these formations are not considered “unique” paleontological resources. The Modesto Formation and Riverbank Formation deposits are of the Pleistocene age and more likely to contain a unique paleontological resource or site or unique geologic feature. In addition, a records search conducted in support of the 2035 General Plan and CAP EIR (page 4.7-17) identified several vertebrate fossil localities referable to either the Modesto or the Riverbank Formations in the region. Because of the age and number of vertebrate fossils that have been recovered from the Modesto and Riverbank Formations, they are considered to be of high paleontological sensitivity. The proposed annexations do not include any proposed development or physically alter the land in anyway and therefore would not have the potential to, directly or indirectly, destroy a unique paleontological resource or site or unique geologic feature. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Future development within the annexation areas could include ground disturbance and other construction or operational activities that could impact a unique paleontological resource or site or unique geologic feature. Exhibit 4.7-1 of the 2035 General Plan and CAP EIR depicts geologic formations in the City's Planning Area and shows that the only potentially paleontologically sensitive deposits are within the southernmost corner of Annexation Area 3. General Plan Policy 7.E.2, which requires the evaluation and protection of any cultural, archaeological, or paleontological resources that are discovered during construction in accordance with applicable federal and State laws and regulations, as appropriate. Furthermore, the 2035 General Plan and CAP EIR Mitigation Measure 4.7-4 (incorporated into the Final General Plan as Implementation Program 7.15) outlines requirements in the case that paleontological resources are discovered and would be applicable to any ground disturbing work within the proposed annexation areas. This General Plan policy and

Implementation Program are detailed in Appendix A; Implementation Program 7.15 would serve as a Conditions of Approval of any future proposed development within the annexation areas to ensure the appropriate handling of such resources in the case of unanticipated discovery, even in areas of low potential for unique paleontological resources.

2.8 GREENHOUSE GAS EMISSIONS

a, b) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purposes of Reducing Emissions of Greenhouse Gas Emissions?**

No Impact. The proposed annexations do not include development or any physical change. Therefore, it would not result in the generation of greenhouse gas emissions. **There would be no impact.** Therefore, there are no impacts that are peculiar to the proposed annexations 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.

The 2035 General Plan and CAP EIR assumes development within the annexation areas, with the exception of the areas designated as Flood Study Area (i.e., within the Barnard Street Annexation Area, Pirimi Annexation Area, and Northeast Annexation Area), based upon the 2035 General Plan land use designations and development density assumptions. While, as explained above, the proposed annexations do not include any development, any future development within the annexation areas could result in the generation of greenhouse gas emissions during multiple phases of potential future development construction and operations. Greenhouse gas-generating activities range from equipment operating during construction, to building operations, to transportation serving both construction and operational phases.

The 2035 General Plan and CAP EIR Impact 4.5-1 (pages 4.5-20 to 4.5-41) discusses potential impacts related to generation of Greenhouse Gas (GHG) emissions from implementation of the 2035 General Plan and CAP. The EIR estimates the maximum annual and total GHG emissions from development throughout the City's Planning Area anticipated under the 2035 General Plan, in addition to short-term emissions associated with equipment upgrades, renewable energy facility installations, energy efficiency building upgrades, tree planting, and other measures included in the City's 2035 CAP. Maximum annual emissions (operations plus amortized annual construction emissions) and the projected service population within the City's Planning Area for the year 2035 were used to estimate the GHG efficiency rate for implementation of the 2035 General Plan and CAP.

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, which is a primary source of greenhouse gas emissions from implementation of the 2035 General Plan. 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 water use and wastewater generation and encourage methods to minimize solid waste generation and increase waste diversion systems. Policy 2.C.2 requires new development to be consistent with the objectives and targets of the City's CAP3, and Policy 7.F.9 requires the CAP be implemented to achieve the City's GHG reduction targets by 2020, 2035, and 2050. In addition, the 2035 General Plan and CAP EIR identified Mitigation Measure 4.5-1a to ensure that the City maintain and update its GHG inventory and CAP as new information becomes available and to ensure the City stays on target to achieve its GHG emissions targets for future years.

³ The City of Woodland 2035 CAP establishes GHG emissions targets for the years 2020 and 2035 for the City's Planning Area. The 2020 target of the 2035 CAP was set to achieve emissions 15 percent below 2005 levels. The 2035 target of the 2035 CAP was developed to achieve an emissions efficiency level of 2.25 MT CO₂e per service population (residents + employees).

Ultimately, the 2035 General Plan and CAP EIR determined that implementation of the CAP would achieve local annual reductions that, when combined with estimated future anticipated statewide reductions, would achieve a GHG efficiency per service population that would contribute a fair share of the emissions reductions required by the State's emissions reductions consistent with Assembly Bill (AB) 32, Executive Order (EO) B-30-15 (since signed into law via SB 32), and Executive Order S-3-05 emissions reductions, based on the contemplated land use within the 2035 General Plan. Achieving this level of GHG emissions efficiency in Woodland for the 2035 General Plan horizon year demonstrates the City's share of the State's emissions targets for 2020, 2035, and 2050. The proposed annexations do not propose any change in land use designation from what was analyzed under the 2035 General Plan and CAP EIR and the rezoning for each annexation area would be consistent with the General Plan land use designations within each of the proposed annexation areas.

CEQA Guidelines 15183.5(b) states "a lead agency may determine that a project's incremental contribution to a cumulative effect is not cumulatively considerable if the project complies with the requirements in a previously adopted plan or mitigation program under specified circumstances." As noted above, General Plan Policy 2.C.2 requires that new development, including that which could be proposed in the future within the proposed annexation areas, be consistent with the objectives and targets of the City's CAP⁴, which specifically provides objectives, strategies, and implementation measures to reduce GHG emissions so that such development would not result in a cumulatively considerable contribution to the significant cumulative impact of global climate change. Since the adoption of the 2035 General Plan and CAP, the City has implemented several actions to reduce GHG emissions associated with the City's Planning Area, including establishing a CAP Consistency Checklist for proposed development, subject to CEQA, to demonstrate consistency with the City's CAP; those strategies identified as required of land uses consistent with the zoning of the proposed annexation areas would be achieved through compliance with the California Building Code, including Title 20 and 24. In addition, as described in Section 2.17, "Transportation," of this Initial Study, General Plan Policy 3.A.4 is required as a Condition of Approval of any future proposed development within the annexation areas, thereby achieving GHG emissions reductions from vehicle travel consistent with the 2035 General Plan and CAP EIR. However, the City's CAP is required to be reviewed and revised periodically to reflect the evolving state targets and regulatory framework for GHG reductions over time. Therefore, General Plan Policy 2.C.2 would serve as a Condition of Approval required of any future proposed development within the annexation areas to ensure such development is consistent with the City's then-current CAP and state targets, plans and regulations for the reduction of GHG emissions.

⁴ The City of Woodland 2035 CAP establishes GHG emissions targets for the years 2020 and 2035 for the City's Planning Area. The 2020 target of the 2035 CAP was set to achieve emissions 15 percent below 2005 levels. The 2035 target of the 2035 CAP was developed to achieve an emissions efficiency level of 2.25 MT CO₂e per service population (residents + employees).

2.9 HAZARDS AND HAZARDOUS MATERIALS

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

No Impact. As discussed in the 2035 General Plan and CAP EIR (page 4.8-2), major transportation routes within Woodland include Interstate 5 and State Route 113, surface streets, the California Northern Railroad, and the Sierra Northern Railway. Natural gas pipelines also extend throughout Woodland, roughly following Interstate 5 to the northwest and Farnham Avenue to the southeast; along North Pioneer Avenue and Bourn Drive from East Beamer Street to the southern City limits; Main Street and East Gibson Road between Bourn Drive and East Street; and County Road 98 from Interstate 5 to West Main Street. Transportation accidents involving hazardous materials could occur on any of the routes, potentially resulting in explosions, physical contact by emergency response personnel, environmental degradation, and exposure to the public.

New land uses may 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. However, the proposed annexations do not include any proposed development or related transport, use, or disposal of hazardous materials. Therefore, **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

The 2035 General Plan and CAP EIR assumes development within the annexation areas, with the exception of the areas designated as Flood Study Area (i.e., within the Barnard Street Annexation Area, Pirimi Annexation Area, and Northeast Annexation Area), based upon the 2035 General Plan land use designations and development density assumptions. While, as explained above, the proposed annexations do not include any development, any potential future development within the annexation areas could include the transport, use, or disposal of hazardous materials during construction or operational phases.

Federal and State regulations require adherence to specific guidelines regarding the use, transportation, disposal, and accidental release of hazardous materials. The U.S. EPA is responsible for administering the Federal Toxic Substances Control Act and Resource Conservation and Recovery Act, 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 Certified Unified Program Agency for the County and responsible for implementing hazardous waste and materials State standards, including a Hazardous Materials Business Plan, 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 Interstate 5 and State Route 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. The City's General Plan Policies 8.E.2 and 8.E.3 are designed to reduce the potential for adverse impacts from hazardous materials and would be achieved, as applicable, through compliance with requirements administered by the Yolo County Department of Community Services Environmental Health Division. Furthermore, the City of Woodland Building Division, as the City's responsible division for coordinating the enforcement of the City's Building Code and related policies concerning construction within the City, provides oversight through a "plan check" and "inspection" process that ensures projects are designed and constructed according to the state and local codes. The City includes a Hazardous Materials Survey, as a part of

this process, to identify applicable measures with regard to hazardous materials prior to the issuance of a building permit. In addition, City of Woodland Municipal Code 8.20.010 prescribes regulations of state codes governing conditions hazardous to life and property from fire, explosion, or hazardous materials. Any impacts from the routine transport, use, or disposal of hazardous materials associated with future potential development within the annexation areas would be mitigated through compliance with the aforementioned local and regional uniformly applied development policies, and consistent with those impact identified under the 2035 General Plan and CAP EIR, as detailed in Appendix A, Table A-1.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?

No Impact. Releases, leaks, or disposal of chemical compounds, such as petroleum hydrocarbons, on or below the ground surface, can lead to contamination of underlying soil and groundwater. Disturbance of a previously contaminated area through grading or excavation operations could expose the public to health hazards from physical contact with contaminated materials or hazardous vapors. Improper handling or storage of contaminated soil and groundwater can further expose the public to these hazards, or potentially spread contamination through surface water runoff or air-borne dust. However, the proposed annexations do not include any proposed development or physically alter the land in any way, and therefore would not have the potential for upset and/or accident conditions involving the release of hazardous materials into the environment. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

The 2035 General Plan and CAP EIR assumes development within the annexation areas, with the exception of the areas designated as Flood Study Area (i.e., within Annexation Areas 1, 3, and the Northeast Annexation Area), based upon the 2035 General Plan land use designations and development density assumptions. While, as explained above, the proposed annexations do not include any development, certain land uses under any future proposed development within the annexation areas could result in upset and accident conditions involving the release of hazardous materials into the environment.

Currently, there are no reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment within the proposed annexation areas. As detailed in the 2035 General Plan and CAP EIR (pages 4.8-1 to 4.8-3) and based upon the Department of Toxic Substances Control (DTSC) EnviroStor hazardous waste facility and cleanup sites databases (DTSC 2016), as well as the State Water Resources Control Board GeoTracker permitted Underground Storage Tanks and cleanup sites databases (SWRCB 2016), there are no sites with known or suspected release of hazardous materials to soil and groundwater, and where current cleanup activities monitored by the State Water Resources Control Board or the Department of Toxic Substances Control are active, within the proposed annexation areas. The nearest open cleanup sites to the proposed annexation areas identified in the 2035 General Plan and CAP EIR are one at Kentucky Avenue at the southwest corner of the Westucky Annexation Area, and one at East Beamer Street just west of the Northeast Annexation Area.

Although the risk of upset and accident conditions involving the release of hazardous materials into the environment cannot be completely eliminated, it can be reduced to a manageable level. Any potential future development would be subject to federal, State, and local regulations, as detailed under impact discussion a)

above. These regulations and policies 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 would be allowable under the existing land use designations for the proposed annexation areas, and would serve as uniformly applied development standards for any discretionary development project or new development that will generate hazardous wastes or utilize hazardous materials within the proposed annexation areas, as detailed in Appendix A, Table A-1.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less-than-Significant Level. There are no existing or proposed schools within one-quarter mile of the proposed annexation areas. **There would be no impact.**

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. In October 2021, AECOM performed a search of publicly available databases maintained under Public Resources Code Section 65962.5 (i.e., the “Cortese List”) to determine whether any known hazardous materials are present either on or within 0.25 mile of the project site. The results of these records searches indicated that the proposed annexation areas do not include a known hazardous materials site (DTSC 2021, SWRCB 2021, EPA 2021). Therefore, the proposed annexation areas would not result in a significant hazard to the public or the environment, and **there would be no impact.**

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact. The nearest public use airport is the Yolo County Airport located at 25170 Aviation Avenue in Davis, approximately 6.2 miles southwest of the City’s boundaries. The nearest Airport Land Use Compatibility Plan area is that of the Sacramento International Airport; the plan area extends within the eastern extent of the City’s boundaries, but not to the proposed annexation areas. The proposed annexation areas are not located within an Airport Land Use Plan area nor within two miles of a public airport or public use airport. **There would be no impact.**

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The adopted Yolo County Emergency Operations Plan (in 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 proposed annexations do not propose any development nor any physical change, and therefore would not have the potential to impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

The 2035 General Plan and CAP EIR assumes development within the annexation areas, with the exception of the areas designated as Flood Study Area (i.e., within the Barnard Street Annexation Area, Pirmi Annexation Area, and Northeast Annexation Area), based upon the 2035 General Plan land use designations and development density assumptions. While, as explained above, the proposed annexations do not include any development, potential future development within the proposed annexation areas could result in an increased population that may require emergency response services or evacuation. However, any proposed development would 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 to ensure that emergency response or evacuation would not be impaired.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

No Impact. As shown on General Plan Figure 8-7, “Fire Hazards,” and Exhibit 4.8-4 in the 2035 General Plan CAP EIR, the proposed annexation areas are not located in or near a State Responsibility Area, but are located in a Local Responsibility Area. Furthermore, the proposed annexation areas are not located in a high or very high fire hazard severity zone and are not located in a wildland-urban 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). Therefore, **there would be no impact** related to wildland fire hazards.

2.10 HYDROLOGY AND WATER QUALITY

a) **Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.9-1 (pages 4.9-33 through 4.9-38), 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. As the proposed annexations do not include any proposed development or physical alteration of the land in any way, they do not have the potential to degrade surface or ground water quality in any way. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. 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, as required by the Woodland Municipal Code Chapter 8.08. 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, low impact development, and hydromodification management techniques. Industrial and commercial facilities require appropriate NPDES permits/waste discharge requirements, and implementation of BMPs consistent with the *California Stormwater Quality Association Industrial/Commercial BMP Handbook* (2019) 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. General Plan Policies 5.I.3, 5.I.4, 5.I.5, and 7.A.4 were designed to reduce the potential for violation of water quality standards and waste discharge requirements, and are implemented through the above noted regulations and permit requirements as uniformly applied development standards, as detailed in Appendix A, Table A-1.

b) **Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that there the project may impede sustainable groundwater management of the basin?**

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.9-4 (page 4.9-48), an increase in water demands and associated depletion of groundwater supplies could result from the land use changes throughout the City's Planning Area. The proposed annexations do not propose any new development or otherwise result in an increase in water demand or otherwise deplete groundwater supplies. Therefore, **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As noted above, new development could generate an increased demand and associated depletion of groundwater supplies. 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 Sacramento Valley Groundwater Basin – Yolo Subbasin is a high priority basin as designated by California Department of Water Resources (DWR), but is not in a state of critical overdraft (DWR 2019). The Yolo Subbasin Groundwater Agency is the Groundwater Sustainability Agency responsible for preparation of the required groundwater sustainability plan. The Yolo Subbasin Groundwater Sustainability Plan 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), 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. Although potential future development within the proposed annexation areas could generate an increased demand for water supply, the proposed annexations do not propose any change in land use designation from that under the 2035 General Plan and accounted for in the 2035 General Plan and CAP EIR. Furthermore, any potential future development would be required to comply with the City's *Technical Guidance Manual for Stormwater Quality Control Measures* (2006) 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. General Plan Policy 5.I.4 requires the implementation of low impact development features, which could have the potential to locally, and likely minimally, increase groundwater recharge through the construction of infiltrative storm drainage facilities, and would be achieved by any future development within the annexation areas through compliance with the aforementioned state and local regulations and Municipal Code. Therefore, substantial depletion of groundwater supplies or substantial interference with groundwater recharge that would impede sustainable groundwater management of the basin as a result of potential future development within the proposed annexation areas would

be substantially mitigated by City-administered uniformly applied development standards, as detailed in Appendix A, Table A-1.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in substantial erosion or siltation on- or off-site;

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.9-2 (pages 4.9-40 through 4.9-43), 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. As the proposed annexations do not include any proposed development or physical alteration of the land in any way, they do not have the potential to result in erosion or siltation on- or off-site. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. General Plan Policies such as 5.I.3, 5.I.4, 5.I.5, and 7.A.4 were developed to minimize potential erosion impacts from potential development throughout the City's Planning Area. Consistent within these policies and as required by the City's Municipal Code, before new urban development can proceed, project applicants must comply with Chapter 15.12 of the City's Municipal Code, which addresses erosion and sediment control under the City's Grading Ordinance, and 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. Furthermore, projects applicants 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. 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 must comply with the City's *Engineering Standards: Design Standards, Standard Details and Construction Specifications* (City of Woodland 2016b).

Any future development within the proposed annexation areas would be required to occur in compliance with the existing land use, stormwater, grading, and erosion control regulations described above. Project applicants for future projects proposed within the proposed annexation areas would be 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 erosion and siltation on- and off-site to the maximum extent feasible. Therefore, substantial erosion or siltation on- or off-site as a result of potential future development within the proposed annexation areas would be substantially mitigated by City-administered uniformly applied development standards, as detailed in Appendix A, Table A-1.

- ii, iii) **Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;**

No Impact. Land use changes contribute different relative amounts of stormwater runoff corresponding to the percentage of impervious surface added. The relative amount of impervious surface associated with development ranges from low (e.g., open space) to high (e.g., large commercial projects with large parking areas, major roads, etc.). The proposed annexations do not include any proposed development or physical alteration of the land in any way and, therefore, would not change the rate or amount of surface runoff. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.9-3 (pages 4.9-43 through 4.9-45), potential future development, including that which could occur within the proposed annexation areas, could 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. However, the proposed annexation areas are identified within the 2035 General Plan as opportunity areas and anticipated for potential development within the City's Planning Area, and rezoning for each annexation area would be consistent with the land use designations for these areas within the 2035 General Plan. In addition, all projects within the City of Woodland are required to comply with City's Post Construction Standard Plan to reduce post-runoff in compliance with the City's Phase II Municipal Separate Storm Sewer System (MS4) permit with the State Water Resources Control Board through the incorporation of BMPs, low impact development features, and hydromodification management techniques. In addition to the above-described requirement, all development projects disturbing more than an acre of soil are required to submit a Storm Water Pollution Prevention Plan prepared per the State Water Resources Control Board Construction General Permit, prepared by a Qualified SWPPP Developer. Projects smaller than one acre shall meet all requirements to prevent storm water runoff from entering the City's storm system per the City's Stormwater Ordinance (Municipal Code Chapter 8.08), and may be required to submit an Erosion and Sediment Control Plan prepared by a Qualified SWPPP Developer. The City's *Engineering Standards: Design Standards, Standard Details and Construction Specifications* (City of Woodland 2016b) 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. These permit requirements and design standards implement General Plan Policies such as 5.I.3, 5.I.4, 5.I.5, and 7.A.4, which are designed to reduce the alteration of drainage patterns.

Any future development within the proposed annexation areas would be required to occur in compliance with the existing land use, stormwater, grading, and erosion control regulations described above. Project applicants for any future proposed projects proposed within the proposed annexation areas would be required to implement BMPs

and develop and implement SWPPPs as required by Central Valley RWQCB, and obtain grading permits from the City, all of which are specifically designed to maintain or improve current rate and amount of surface runoff. Therefore, changes in the rate or amount of surface runoff in a manner which would result in flooding on- or off-site or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff as a result of potential future development within the proposed annexation areas would be substantially mitigated by City-administered uniformly applied development standards, as detailed in Appendix A, Table A-1.

iv) Impede or redirect flood flows.

No Impact. Portions of the Barnard, Pirmi, and Northeast Annexation Areas are within the lands designated Flood Study Area under the 2035 General Plan. In addition, the entirety of these annexation areas and the Water Plant Annexation Area are within the 200-year flood hazard area. The Flood Study Area land use designation was developed under the 2035 General Plan for areas that may be needed to support future flood infrastructure. The Flood Study Area designation is applied to areas restricted from urban development due to health and safety concerns related to flood risk or because the property falls within a likely future flood project improvement area. Only agriculture, recreation, and open space uses are permitted in the Flood Study Area, although existing structures and business operations in areas designated as Flood Study Area may remain but may not expand. Until a comprehensive flood solution is implemented, infill development in the flood hazard area is permitted to proceed provided that it mitigates risk from flooding to an urban flood level of protection, consistent with Federal Emergency Management Agency (FEMA) and State requirements, and does not create flood impacts on other properties. The proposed annexations do not include any proposed development or physical alteration of the land in any way and, therefore, would not change the rate or amount of surface runoff. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. 2035 General Plan Policies 8.B.2, 8.B.3, 8.B.5, 8.B.7, and 8.B.11 establish requirements for approval of new development to ensure the project approvals are based on thorough evaluations and that projects are in compliance with existing regulations and protected from the effects of flooding. As discussed in the 2035 General Plan and CAP EIR Impact 4.9-5 (pages 4.9-50 through 4.9-58), potential future development within the flood hazard zone could impede or redirect flood flows. Specifically, potential future development within a designated flood hazard zone could require soil cut and fill to raise the site's ground elevation or other protective design features, which could create an obstruction to overland flow within the floodplain and increase maximum flood elevations in a project's vicinity. As described in impact discussions 2.10.c.i and 2.10.ii, iii above, development within the City's jurisdiction would be required to comply with the City's Municipal Code Chapters 8.08 and 15.12, as well as described state regulations, for the purpose of managing surface water runoff and discharges into the municipal storm drain system. In addition, the City's Municipal Code Chapter 17.96 provides protection against flood damage for uses and service facilities in designated flood prone areas by requiring proper design at the time of initial construction. Therefore, the potential for any potential future development within the flood hazard areas of the proposed annexation areas to impede or redirect flood flows would be substantially mitigated by City-administered uniformly applied development standards, as detailed in Appendix A, Table A-1.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No Impact. See impact discussion c.iv) above for the discussion of potential hazards related to development within a flood zone.

Tsunamis are defined as sea waves created by undersea fault movement or other underwater disturbance that displace a large volume of water, resulting in flooding hazards to coastal development. A seiche is a long-wavelength, large-scale wave action set up in a closed body of water such as a lake or reservoir. The proposed annexation areas are not located in proximity to a coastline, nor adjacent to or within close proximity to a large, closed body of water, and would not be potentially affected by flooding risks associated with tsunamis or seiches. **There would be no impact.**

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. For the reasons described in impact discussions a) and b) above, the proposed project would not conflict with or obstruct implementation of the Water Quality Control Plan for the Sacramento and San Joaquin River Basins (CVRWQCB 2018), and would not interfere with planning efforts for the Yolo Subbasin Groundwater Sustainability Plan that is in process and will be completed by January 1, 2022. **There would be no impact** associated with implementation of the proposed annexations. Any potential future development within the proposed annexation areas would be consistent with the anticipated development under the 2035 General Plan and subject to the uniformly applied development standards, as described in impact discussions a) and b) above.

2.11 LAND USE AND PLANNING

a) Physically divide an established community?

No Impact. Implementation of the proposed annexation areas would not result in impacts that would physically divide any of Woodland's established communities. The type of linear project most likely to have this effect would be a major new road, highway, or similar infrastructure. The proposed annexations do not propose any development or physically alter the land in any way, and therefore would not have any effect on these resources and **there would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. A project risks dividing an established community if the project would introduce infrastructure or alter land uses so as to change the land use conditions in the surrounding community, or isolate an existing land use. However, rezoning for each annexation area would be consistent with the land use designations for these areas within the 2035 General Plan, for which land use compatibility was considered in the City's land use planning process for the General Plan. The proposed annexation areas are identified within the 2035 General Plan as opportunity areas and anticipated for potential development within the City's overall Planning Area. In addition, the existing land use designations are not proposed to change and were considered in the City's overall land use and transportation planning in support of the 2035 General Plan.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The proposed annexation areas are identified opportunity sites within the City's 2035 General Plan and are within the City's approved SOI. The rezoning for the proposed annexation areas would be consistent with the General Plan land use designations for the respective areas; the proposed annexations would not include any change to the land use designations from that identified in the 2035 General Plan and analyzed under the 2035 General Plan and CAP EIR.

Yolo County has jurisdiction over unincorporated land in the county and while some of the City's proposed land use designations are consistent with those of the County, including portions of Annexation Area 3 and the Northeast Annexation Area, other land use designations in the 2035 General Plan differ from the County's current zoning, as noted in Table 1-1. For example, there is a large parcel west of County Road 102 and north of Beamer Street within the Northeast Annexation Area, for which the County zoning is Public/Quasi-Public and the 2035 General Plan designates Industrial.

Land use inconsistencies between the City's land use designations for the proposed annexation areas under the 2035 General Plan and Yolo County's zoning requirements are not physical effects on the environment under CEQA unless the inconsistency would cause a physical impact on the environment. Each technical section of this Initial Study provides a detailed analysis of relevant physical environmental effects, as appropriate. The proposed annexations would not conflict with the land use designation or zoning in a way that would generate any adverse physical impacts beyond those addressed in detail in the environmental sections of this Initial Study (air quality, agricultural resources, biological resources, cultural resources, etc.). In addition, the proposed annexation areas

are outside of the Yolo County Airport and Sacramento International Airport Influence Areas.⁵ Issues relating to potential conflicts with an Airport Land Use Compatibility Plan are discussed in Section 2.9, “Hazards and Hazardous Materials,” of this Initial Study. **There would be no impact.**

⁵ Airport Influence Areas are defined as the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses.

2.12 MINERAL RESOURCES

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. Under the Surface Mining and Reclamation Act, the State Mining and Geology Board may designate certain mineral deposits as being regionally significant to satisfy future needs. The Board's decision to designate an area is based on a classification report prepared by the California Geological Survey and on input from agencies and the public. The City of Woodland lies within the designated Sacramento-Fairfield Production-Consumption Region for Portland cement concrete aggregate. The largest and one of the most important mineral resource sectors within the Sacramento-Fairfield Production-Consumption Region is located along Cache Creek between the towns of Capay and Yolo. Mining and other environmental resource issues for this area are guided by the Cache Creek Resources Management Plan (Yolo County 2002) and the Off-Channel Mining Plan (Yolo County 1996). As detailed in the City's 2035 General Plan and CAP EIR (page 4.7-13 and Exhibit 4.7-4), the City's Urban Limit Line is approximately 0.25 mile (1,300 feet) southeast of the Cache Creek resource sector and the Cache Creek Resources Management Plan boundaries; the 2035 General Plan and CAP EIR determined that there would be no impact related to the loss of availability of a known mineral resource that would be of value to the region and the residents of the state from implementation of the General Plan, which included consideration of development within the annexation areas as part of the City's Planning Area. Furthermore, there are no areas of known mineral resources within or immediately adjacent to the proposed annexation areas (i.e., areas that have been classified as mineral resource zone [MRZ]-2 by CGS), and the nearest annexation areas to the designated Cache Creek mineral resource sector are Annexation Area 1 and Annexation Area 2, which are each more than 1 mile west of the Cache Creek mineral resource sector. Therefore, **there would be no impact** related to the loss of availability of mineral resources.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact. The City's 2035 General Plan indicates that the only locally important mineral resource recovery sites in the county are those designated by CGS as MRZ-2. As described in item a) above, these MRZ-2 areas are outside of the City's Urban Limit Line. There are no mineral resources within the annexation areas or in the immediate vicinity. Thus, **there would be no impact**.

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2.13 NOISE AND VIBRATION

- a) **Generation of a substantial temporary or permanent 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?**

No Impact. The proposed annexations do not include any proposed development or any physical change. Therefore, the proposed annexations would not include any temporary or permanent noise-generating sources, nor have the potential to increase ambient noise levels temporarily or permanently. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any other physical change, the 2035 General Plan and CAP EIR accounts for potential future proposed development within opportunity areas, which include the proposed annexation areas. Future development or other infrastructure within the annexation areas could generate a temporary increase in ambient noise from construction-related activities, including use of equipment and construction-related traffic, and a long-term (or permanent) increase in ambient noise from operational activities including area noise sources (e.g., heating, ventilation, and air conditioning [HVAC], landscape, parking lot, commercial and industrial cavities, and recreation activities and events, agricultural activities) and traffic noise.

As detailed in the 2035 General Plan and CAP EIR (pages 4.11-48-49), noise levels anticipated over temporary periods of time as a result of construction for buildout of the General Plan could expose sensitive receptors to noise levels that would exceed the City's noise standards. In accordance with General Plan Policy 8.G 11, the City considers construction noise 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. In addition, the City has established guidelines for construction noise within or near residential areas limiting noisy construction activities 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.⁶ The City incorporated this construction noise guideline into the Final General Plan as Implementation Program 8.13, implemented through Municipal Code Chapter 9.28.

Similarly, as detailed in the 2035 General Plan and CAP EIR (pages 4.11-51 to 55), noise-sensitive uses that exist or are developed near noise-generating commercial, industrial, or agricultural uses with outdoor operations and noise-sensitive uses near higher-volume roadways could experience noise levels in excess of the General Plan noise standards. General Plan Policy 8.G addresses noise compatibility for residential uses, as a noise-sensitive land use, to ensure that existing and planned land uses are compatible with the current and projected noise environment. However, the policy also acknowledges that urban development and increased density, as supported by the City in the General Plan, generally results in greater ambient (background) noise than lower density areas. It is the City's intent to meet specified indoor noise thresholds, and to create peaceful backyard living spaces where possible, but ambient outdoor thresholds may not always be achievable. Where residential development is allowed pursuant to the General Plan, these greater noise levels are acknowledged and accepted, notwithstanding the guidelines in Table 8-5 of the General Plan. General Plan Policy 8.G.2 requires that the General Plan's Land Use Noise Compatibility Standards (Table 8-5 of the General Plan) be used as a review criteria for new land uses, as implemented through Municipal Code Chapter 9.28, Chapter 17.92 for Industrial Uses, and Interim Zoning

⁶ Please see the Code Compliance Division of the Community Development Department website for more details: <http://www.cityofwoodland.org/gov/depts/cd/divisions/code/cng.asp>.

Ordinance Section 3.11.B.7.g (Noise Standards, applicable to Industrial/Light Industrial Flex Overlay land uses, and in the process of being revised to require General Plan Noise standards of all land use zones) and the City's Community Design Standards; where it is not possible to reduce noise levels to the "normally acceptable" range using practical application of the best-available noise reduction measures, greater exterior noise levels may be allowed, provided that all available reasonable and feasible exterior noise level reduction measures have been implemented. General Plan Policies 8.G.3, 8.G.5, 8.G.6, 8.G.7, 8.G.8, 8.G.10, 8.G.13, 8.G.14, and 8.G.15 were developed for the purpose of minimizing impacts associated with new development and infrastructure generating an increase in ambient noise levels, particularly in proximity to noise-sensitive land uses. Compliance with these General Plan policies, as well as General Plan Implementation Program 8.13, for any potential future development within the proposed annexation areas would be achieved through compliance with the City's Municipal Code, as detailed above. Therefore, the potential for any future development within the proposed annexation areas to result in the generation of a substantial temporary or permanent 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 would be substantially mitigated by City-administered uniformly applied development standards, as detailed in Appendix A, Table A-1.

b) Generation of excessive groundborne vibration or groundborne noise levels?

No Impact. The proposed annexations do not include any proposed development or any physical change. Therefore, the proposed annexations would not include any temporary or permanent vibration-generating sources, nor have the potential to generate excessive groundborne vibration or groundborne noise levels. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Construction and demolition activities 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. Vibration generated by construction equipment spreads through the ground and diminishes in magnitude with increases in distance. The type and density of soil can also affect the transmission of energy. These vibration levels drop off at a rate of about 9 vibration decibels per doubling of distance between the noise source and receptor. Heavy truck traffic can generate groundborne vibration, which varies considerably depending on vehicle type, weight, and pavement conditions. However, groundborne vibration levels generated from vehicular traffic are not typically perceptible outside of the road right-of-way.

Temporary, short-term vibration levels from construction sources could exceed the Federal Transit Authority's maximum-acceptable vibration standard of 80 vibration decibels with respect to human response for residential uses (i.e., annoyance) at vibration-sensitive land uses. 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 residences and expose persons to excessive groundborne vibration or groundborne noise levels. General Plan Implementation Program 8.12 requires the 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. This Implementation Program is detailed in Appendix A and would serve as a Condition of Approval of future projects

within the annexation areas that would occur within proximity of vibration sensitive uses and would be anticipated to otherwise exceed the standards of General Plan Implementation Program 8.12.

- c) **For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

Less-than-Significant Impact. The proposed annexation areas are not located within 2 miles of a public airport. The proposed annexations are not located in the vicinity of any public or private airports. Medlock Field is the closest private airport, located 4.7 miles from the project annexation areas, and the Yolo County Airport is the closest public airport, located approximately 10 miles from the project site. As such, the proposed annexation areas are not located within two miles of any public airports or private airstrips and does not fall within an airport land use plan area. Therefore, the proposed annexations would not expose people working or residing in the area to excessive noise produced by an airport. Because the proposed annexation areas are located outside of the Airport Comprehensive Land Use Plan area and the proposed annexations would not involve any aircraft uses for construction or operation, the proposed annexations would not affect any airport operations; and would not expose people on- or off-site to excessive aircraft noise levels **There would be no impact.**

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2.14 POPULATION AND HOUSING

- a) **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)?**

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.10-1 (pages 4.10-26 through 4.10-30), the 2035 General Plan anticipates development of currently undeveloped areas that 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. The proposed annexations do not propose any development, and therefore would not induce population growth directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Any potential future development within the proposed annexation areas could directly and indirectly induce population growth. 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. 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 proposed annexation areas are within the Urban Limit Line. This provides an effective constraint to induced growth outside of the boundary. In addition, the proposed annexations would not propose any change to the land use designations from those in the 2035 General Plan and therefor would not result in a change in land use type or density associated with the proposed annexation areas from that anticipated under the 2035 General Plan and CAP EIR.

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, greenhouse gas emissions, and increased demand for public services and utilities, are evaluated in the respective specific resource areas throughout this Initial Study.

- b) **Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?**

No Impact. The proposed annexation areas do not contain a substantial amount of existing housing. In addition, the proposed annexations would not propose any development or any physical change. Therefore, the proposed annexations would not result in the displacement or relocation of any residents that would necessitate the construction of replacement housing elsewhere. Any potential future development within the proposed annexation areas would be consistent with the land use designations and land use development planned for under the 2035

General Plan and anticipated in the analysis under the 2035 General Plan and CAP EIR. **There would be no impact.**

2.15 PUBLIC SERVICES

- a) **Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:**

Fire Services?

No Impact. The Woodland Fire Department provides fire and emergency medical services in the Planning Area. In 1982, the City of Woodland Fire Department merged with the Springlake Fire Protection District. Now, the Fire Department protects an area of 56 square miles, which includes 15 square miles of land within the City limits and 41 square miles of rural area north, east, and south of the City limits in unincorporated Yolo County.

The City staffs three 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 has robust automatic aid agreements with neighboring jurisdictions to ensure sufficient firefighting personnel arrive at a fire in a commercial building. The current fire service areas, inclusive of the proposed annexation areas, would not change with the proposed annexations. The proposed annexations would not propose any development, and therefore would not result in new or physically altered fire protection facilities or the need for new or physically altered fire protection facilities. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-1 (pages 4.12-29 through 4.12-32), General Plan Goal 5.B establishes a comprehensive program of fire protection services as a priority in the 2035 General Plan. 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 fire protection service standards. 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 stations in relation to planned growth. The environmental effects from construction and operation of new or expansion of existing fire stations were evaluated in the 2035 General Plan and CAP EIR throughout the individual environmental topic sections.

The Fire Prevention Division of the Woodland Fire Department provides plan review services for both new and existing construction projects. Services include the review of designs and installation of automatic fire sprinkler and fire alarm. The Fire Prevention Division is responsible for ensuring these projects adhere to code requirements regulating the safety of people who will occupy the building or area. Project applicants for any potential future proposed projects within the proposed annexation areas would be required to submit project design plans to the City of Woodland Community Risk Reduction Division and implement recommended conditions, as well as 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. The City's

Municipal Code Chapter 8.20.010 formally adopted the 2019 [California Building Standards Code](#), Title 24, California [Code of Regulations](#), Part 9, ([California Fire Code](#)) in its entirety. In addition, the City's Community Risk Reduction Division consists of a Fire Marshal and Fire Prevention Specialists directly responsible for code enforcement, fire plans review, fire investigation, and fire and life safety education. Therefore, impacts associated with fire services as a result of potential future development within the proposed annexation areas would be substantially mitigated by City-administered uniformly applied development standards, as detailed in Appendix A, Table A-1.

Police Protection?

No Impact. Law enforcement services in unincorporated portions of Yolo County are typically provided by the County Sheriff-Coroner Department. The department has a staff of 276 full time employees, 95 of which are full-time sworn officers, and is located at 140 Tony Diaz Drive in Woodland. Each of the proposed annexation areas is currently served by City Fire and Police services through an agreement with the County. The Woodland Police Department could also respond to an emergency if needed. With annexation, the priority service response would switch such that police services would be provided primarily by the Woodland Police Department, but the Yolo County Sheriff-Coroner Department could also respond, if needed.

The Woodland Police Department provides a full range of police services. The Woodland Police Department determines staffing needs based on the amount of uncommitted time per officer, number of calls for service per officer per day, and number of major crimes assigned to detectives per day. The proposed annexations do not propose any development, and therefore would not result in new or physically altered police protection facilities or the need for new or physically altered police protection facilities. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-2 (pages 4.12-32 through 4.12-35), 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. Development projects are required to fund police facilities. General Plan Policy 5.A.7 ensures projects are reviewed for consideration of adequate police services through project 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, and individual development projects would be required to conduct environmental review pursuant to CEQA prior to approval. There are no impacts that are peculiar to the proposed annexations 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.

Schools?

No Impact. Woodland Joint Unified School District (WJUSD) calculates school capacities for each school based on the number of permanent classrooms, the number of portable classrooms, the number of classrooms used for programs other than classroom instruction, and loading standards (i.e., students per classroom for each grade

level). In addition, the WJUSD uses student generation factors (students per new dwelling units) for single- and multi-family development in order to project student enrollment. The proposed annexations do not propose any development, and therefore would not result in new or physically altered school facilities or the need for new or physically altered school facilities. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-3 (pages 4.12-35 through 4.12-38), the 2035 General Plan and CAP EIR analyzed the projected student enrollment of full buildout of the General Plan. However, the proposed annexation areas are not designated as residential land use under the 2035 General Plan and, therefore, if there is future proposed development within the annexation areas, this would not be anticipated to contribute substantially to future student generation within the City's Planning Area or WJUSD enrollment.

Parks? Other Public Facilities?

No Impact. The proposed annexations do not propose new development. Therefore, the proposed annexations would not involve the construction of new housing or other land uses that would increase demand for parks, recreation facilities, or other public facilities. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-6 (pages 4.12-46 through 4.12-48), additional population growth would induce demand for parks and other public facilities throughout the City's Planning Area. However, the 2035 General Plan and CAP EIR fully accounted for the City's planned growth, and General Plan Policy 5.C.3 requires that new development of parks and recreation facilities keeps pace with development and growth within the city in order to achieve and maintain the City's standard of 6.0 acres of parks per 1,000 residents, and General Plan Policy ensures that new development provide for its fair share of this standard. In addition, the proposed annexation areas are not designated as residential land use under the 2035 General Plan and, therefore, if there is future proposed development within the annexation areas, this would not be anticipated to contribute substantially to future demand for parks and recreational facilities within the City's Planning Area.

Public utilities and service systems are addressed in Section 2.19 of this Initial Study.

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2.16 RECREATION

- a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

No Impact. The Sport Park Annexation Area is the only existing park and recreational facility within or adjacent to the proposed annexation areas. There are several small neighborhood parks within less than a mile of the Pirmi Area and Westucky Avenue annexation areas. Pioneer Park and Klenhard Park are the nearest existing parks to the Water Plant and Northeast annexation areas, more than a mile from each of the nearest point of each of the respective annexation areas.

The proposed annexations do not propose new development. Therefore, the proposed annexations would not involve the construction of new housing or other land uses that would increase the use of existing parks or other recreational facilities. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-6 (pages 4.12-46 through 4.12-48), 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. As discussed in the 2035 General Plan and CAP EIR Impact 4.12-4 (pages 4.12-35 through 4.12-43), the 2035 General Plan Policy 5.C.3 requires 6 acres of parkland per 1,000 residents. For any new future master or specific plan area, parkland would be required to support residential development according to the 2035 General Plan standard. However, the proposed annexation areas are not designated as residential land use under the 2035 General Plan and, therefore, if there is future proposed development within the annexation areas, there would not be an increase in use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. There are no impacts that are peculiar to the proposed annexations 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.

- b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?**

No Impact. The proposed annexations would not propose new development. Therefore, the proposed annexations would not involve the construction of new housing or other land uses that would increase the use of existing parks or other recreational facilities. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. New or relocated recreational facilities would be located consistent with specified

land use designations and allowable development densities and intensities of the 2035 General Plan. As stated in the 2035 General Plan and CAP EIR, physical impacts such as traffic, air quality degradation, noise generation, greenhouse gas emissions, and degradation and biological or cultural and tribal resources, associated with the construction and operation of new or relocated facilities are evaluated in the respective specific resource areas throughout this initial study. The proposed annexations would include rezoning consistent with the City's 2035 General Plan land use designations analyzed as part of the 2035 General Plan, and therefore anticipated recreational requirements were analyzed as part of the General Plan and CAP EIR.

2.17 TRANSPORTATION

a) **Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?**

No Impact. The proposed annexations do not propose new development. Therefore, the proposed annexations would not involve the construction of new land uses that would affect current or planned programs, plans, ordinances, or policies addressing the circulation system, including transit, roadway, bicycle, or pedestrian facilities. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As discussed in the 2035 General Plan and CAP EIR Impact 4.13-4 (pages 4.13-23 through 4.13-27), population and employment growth would increase demand for transit, bicycling and pedestrian activity. Goals and policies documented in the 2035 General Plan call for the development of a multi-modal transportation system (Goal 3.A) and providing complete streets (Goal 3.B). Roadway functional classifications and street typology are described in Goal 3.C. Other key policies address protecting residential streets (Goal 3.D), providing a comprehensive pedestrian system (3.E) and bicycle system (3.F), promoting an effective transit system (3.G), and maintaining the safe and efficient movement of goods (3.I). The 2035 General Plan also complies with AB 1358 requiring the inclusion of a complete streets policy in city and county general plans to promote balance and compatibility across transportation modes. Any future proposed development within the annexation areas will be required to be consistent with the land use designations of the 2035 General Plan, and development of public right-of-way will be reviewed for consistency with General Plan Policies, including Policy 2.J.6 that states that the City will “[r]equire convenient, attractive, and safe pedestrian, bicycle, and transit connections both within commercial centers and between centers and surrounding neighborhoods and other destinations”, and Policy 3.A.11 that “[r]equire[s] all new development to provide convenient bicycle and pedestrian environments and access through building orientation, site layout, traffic management, and connections to transit service and local commercial and community facilities.” Future proposed development within the annexation areas would also be reviewed for consistency with the City Master Plans as a part of the Site Plan/Design Review process and would be required to comply with the City of Woodland Interim Zoning Code Section 3.06.E.7 for Connectivity within Community Commercial Zones and the California Building Code requirements, including Title 24, which includes provisions for alternative modes of transportation and safety requirements associated with bicycle and pedestrian access, thereby providing for consistency with the City’s efforts to address transit, roadway, bicycle, and pedestrian facilities.

b) **Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?**

No Impact. Section 15064.3 (b)(3) of the CEQA Guidelines allows a qualitative analysis of potential impacts related to vehicle miles travelled (VMT). The proposed annexations do not propose new development. Therefore, the proposed annexations would not involve the construction of any land use that would generate VMT. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Future proposed development within the annexation areas could generate vehicle trips from construction and operational activities. 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. 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.

Any future proposed development within the annexation areas will be required to be consistent with the land use designations of the 2035 General Plan and CAP EIR. General Plan Policy 3.A.4 would serve as a Condition of Approval (see Appendix A) of any future proposed development within the annexation areas, requiring that new development projects achieve a 10-percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 performance, or a 10-percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings. This would ensure the any proposed future development within the annexation areas would be consistent with the 2035 General Plan and CAP EIR for the purposes of impacts associated with consistency with CEQA Guidelines Section 15064.3, subdivision (b).

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The proposed annexations do not propose new development. Therefore, the proposed annexations would not involve the construction of any land use or transportation facility that would have the potential to increase hazards due to a geometric design feature or incompatible use. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Potential future development within the annexation areas could modify the existing transportation network generally to expand existing facilities or to construct new facilities to accommodate planned population and employment growth. Any future proposed development within the annexation areas would be required to adhere to applicable design standards, including the *City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications* (2016b), which have been developed to minimize the potential for conflicts or collisions.

d) Result in inadequate emergency access?

No Impact. The proposed annexations do not propose new development or any physical change. Therefore, the proposed annexations would not involve construction or operational activities and would not have the potential to affect emergency access. **There would be no impact.** There are no impacts that are peculiar to the proposed

annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Slow-moving trucks entering and exiting future project sites could slightly delay the movement of emergency vehicles. However, the trucks would typically pull to the side of the road when emergency vehicles use their sirens. Additionally, truck traffic would be temporary and intermittent during construction. Operations of any future proposed development within the proposed annexation areas would be required to meet City standards for turning radii, drive aisle width, and other road geometry, and 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 associated with any future proposed development within the annexation areas.

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2.18 TRIBAL CULTURAL RESOURCES

- a) **Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**
- i) **Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k).**
 - ii) **A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?**

No Impact. As the proposed annexations do not include any proposed development or physical alteration of the land in any way, they do not have the potential to change the significance of a tribal cultural resource. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. The 2035 General Plan and CAP EIR addresses impacts of development of the City's Planning Area, including the proposed annexation areas. As noted under Impact 4.6-1 of the 2035 General Plan and CAP EIR (page 5.4-21) a California Native American Heritage Commission search of the Sacred Lands File resulted in no identified resources within the City's Planning Area. Nevertheless, the possibility exists that construction of future proposed development projects within the annexation areas could result in substantial adverse change in the significance of a tribal cultural resource if previously unknown tribal cultural resources are encountered during ground-disturbing activities. As explained above under the discussion of Cultural Resources impact topic a), 2035 General Plan Policy 7.E.2 and related Implementation Program 7.13, as well as Compliance Measure Cultural 1, would be required as Conditions of Approval for future development projects within the proposed annexation areas, as detailed in Appendix A, Table A-2.

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2.19 UTILITIES AND SERVICE SYSTEMS

- a) **Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.5-4 (pages 4.5-63 through 65), Impact 4.14-2 (pages 4.14-37 through 4.14-42), and Impact 4.14-3 (pages 4.14-42 through 4.14-46), 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 the need for new or relocated utilities and services systems. The proposed annexations do not propose any development, and therefore do not require any extension, expansion, relocation, or construction of any public facilities, utilities, or infrastructure. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or physically alter the land in any way, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Several General Plan Policies focused on City actions promote planning and coordination, as well as ensure appropriate funding mechanisms are in place, to ensure that demand on utilities and services systems are minimized but also that adequate utilities and service systems are provided for new and existing development throughout the City's Planning Area. In addition, any potential future proposed development will be required to comply with Municipal Code Chapter 13.32, Water Conservation, and Chapter 8.08, Urban Stormwater Quality Management and Discharge Control, as detailed in Appendix A, Table A-2. 2035 General Plan policies are consistent with these regulations that would minimize the need for new utility facilities and ensure appropriate planning and implementation for any new or relocated utilities, including water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities. General Plan Policy 5.H.9 requires water-conserving design and equipment in new development, and General Plan Policy 5.I.4 require new development design features to minimize runoff rates, filter out pollutants, and facilitate groundwater infiltration. These policies reduce the increase in demand on water, wastewater, and storm drainage facilities resulting from new development.

As stated in the 2035 General Plan and CAP EIR, physical impacts such as traffic, air quality degradation, noise generation, greenhouse gas emissions, and degradation and biological or cultural and tribal resources, associated with the construction and operation of new or relocated utilities are evaluated in the respective specific resource areas throughout this initial study. The proposed annexations would include rezoning consistent with the City's 2035 General Plan land use designations analyzed as part of the 2035 General Plan, and therefore anticipated utility requirements were analyzed as part of the General Plan and CAP EIR.

- b) **Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?**

No Impact. As discussed in the 2035 General Plan and CAP EIR Impact 4.14-4 (pages 4.14-46 through 4.14-49), development anticipated under the General Plan would result in water demand to serve the associated land uses. The proposed annexations do not propose any development, and therefore would not result in an increased water demand. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. 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). As detailed in the 2035 General Plan and CAP EIR, according to the Woodland 2015 Urban Water Management Plan, Woodland's surface water availability in 2035 is expected to meet the demand. It is expected that there will be sufficient water supplies available to serve the City from existing entitlements and resources. The City's Urban Water Management Plan considered anticipated development of the City's Planning Area under the 2035 General Plan, which included the proposed annexation areas. The proposed annexations would include rezoning consistent with the City's 2035 General Plan land use designations analyzed as part of the 2035 General Plan, and therefore anticipated water demand 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.

c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?

No Impact. 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) additional residential, commercial, and industrial uses anticipated under the General Plan would generate greater amounts of wastewater effluent compared to existing conditions. The proposed annexations do not propose any development, and therefore would not result in an increased generation of wastewater effluent. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. General Plan Policy 5.H.6 requires all sewage generators within the City's 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, 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. 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 CVRWQCB would continue to be met for the anticipated amount of wastewater effluent from existing and future development within the City's Planning Area. In terms of wastewater treatment, as explained in the 2035 General Plan and CAP EIR, the hydraulic capacity of the City's Water Pollution Control Facility 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 proposed annexations would include rezoning consistent with the City's 2035 General Plan land use designations analyzed as part of 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.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact. As discussed in the 2035 General Plan and CAP EIR Impacts 4.14-6 (pages 4.14-51 through 4.14-55), future residential, commercial, and industrial land uses anticipated under the General Plan would increase solid waste generation compared to existing conditions. The proposed annexations do not propose any development, and therefore would not result in an increased generation of solid waste. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. 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 for the purposes of waste reduction. 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 EIR determined existing landfills have sufficient capacity to accommodate the solid waste disposal needs from anticipated future growth. Solid waste collected from the proposed annexation areas would be hauled to the Yolo County Central Landfill, which has a maximum permitted throughput of 1,800 tons per day, a remaining capacity of approximately 35 million cubic yards, and an expected closure date of 2081 (CalRecycle 2019). Due to the substantial amount of remaining capacity at the Yolo County Central Landfill, the General Plan and CAP EIR determination is still applicable and sufficient capacity is and will continue to be available to accommodate solid-waste disposal needs associated with any potential development within the proposed annexation areas, consistent with the 2035 General Plan.

e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?

No Impact. Compliance with federal, State, and local management and reduction statutes and regulations related to solid waste is discussed in the 2035 General Plan and CAP EIR Impacts 4.14-7 (pages 4.14-55 through 4.14-56). As explained in impact discussion d) above, future residential, commercial, and industrial land uses anticipated under the General Plan would increase solid waste generation compared to existing conditions. The proposed annexations do not propose any development, and therefore would not result in an increased generation of waste. **There would be no impact.** There are no impacts that are peculiar to the proposed annexations 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.

While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. Construction activities require site clearing and generate various construction-period wastes. Any future proposed projects within the annexation areas will be required to comply with both the City's Construction and Demolition Debris Recycling and Diversion Ordinance (Title 13, Chapter 13.40 of the City of Woodland Municipal Code) and the 2019 CALGreen Code (Title 24, Part 11 of the California Code of Regulations) as it pertains to construction and demolition debris handling. In addition, General Plan Policy 5.J.2 requires compliance of solid waste collection in new development with local regulation. In addition to compliance with State and local regulations pertaining to solid waste, future proposed development within the annexation areas would be required to comply with this General Plan policies as a condition of approval, as detailed in Appendix A.

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2.20 WILDFIRE

- a) **If Located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:**
 - i) **Substantially impair an adopted emergency response plan or emergency evacuation plan?**
 - ii) **Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?**
 - iii) **Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**
 - iv) **Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

No Impact. Per the California Department of Forestry and Fire Protection Fire and Resource Assessment Program (2007), the proposed annexation areas are not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. Thus, **there would be no impact.**

As noted on pages 4.8-43 through 4.6-46, most of the Planning Area is non-wildland/non-urban area that is not at risk for wildland fires and Policies 5.B.1, 5.B.2, and 5.B.3 of the 2035 General Plan set standards for and supports the capacity and ability of Fire Department staff. Policies 5.B.5 and 8.C.2 aim to improve public education and awareness of emergencies. Policies 5.B.4, 5.B.6, 5.B.7, 5.B.8, 5.B.10, 8.C.1, and 8.C.3 set standards for the safety of new buildings and developments. While the proposed annexations do not include any proposed development or any physical change, the 2035 General Plan and CAP EIR accounts for potential development within opportunity areas, which include the proposed annexation areas. As noted above, the proposed annexation areas are not within state responsibility areas or lands classified as very high fire hazard severity zones, therefore, there would be no impact. However, in the case of urban fire or wildland fire in surrounding areas, state and local regulation that would serve as uniformly applied development standards for the safety of new buildings and developments to minimize and avoid potential impacts related to fire are further discussed in Section 2.15 with regard to emergency response services, 2.17 with regard to emergency access, and 2.7 and 2.10 with regard to slope stability and erosion.

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2.21 MANDATORY FINDINGS OF SIGNIFICANCE

- a) **Does the project have 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 a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?**

No Impact. The proposed annexations do not include development or physically alter the land in any way. Therefore, it would not have the potential to 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; reduce the number or restrict the range of a rare or endangered plant or animal; or eliminate important examples of the major periods of California history or prehistory. There would be no impact.

- b) **Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

No Impact. The proposed annexations would not result in any impacts; therefore, there is no potential for project cumulative effects in combination with other planned or anticipated improvements.

- c) **Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

No Impact. The proposed annexations would have no impacts, and therefore would not cause adverse effects on human beings, either directly or indirectly.

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3.2 AESTHETICS

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3.17 RECREATION

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APPENDIX A

Uniformly Applied Development Standards and Stipulated Conditions of Approval

UNIFORMLY APPLIED DEVELOPMENT STANDARDS AND STIPULATED CONDITIONS OF APPROVAL

The following tables provide a detailed summary of the City’s General Plan Policies and Implementation Programs applicable to minimizing and avoiding potential environmental impacts, as analyzed and identified through the 2035 General Plan and Climate Action Plan (CAP) Environmental Impact Report (EIR). Table A-1 identifies those General Plan Policies and Implementation Programs that would be relevant to future development within the proposed annexation areas, such that future development would be consistent with the 2035 General Plan and CAP, as applicable, and implement required measures to minimize potential environmental impacts in accordance with the 2035 General Plan and CAP EIR. Within Table A-1, the relevant policies, regulations, and development standards that would be uniformly applied to all future development within the annexation areas, as applicable, are identified. In the case that no such uniformly applied policy, regulation, or development standard currently exists to implement a required General Plan Policy or Implementation Program, then the policy or program would be enforced through a Condition of Approval on any future development within the proposed annexation areas. Table A-2 specifically identifies the Conditions of Approval that would be required of any future development within the proposed annexation areas; the City would require a project demonstrate consistency with the applicable Conditions of Approval prior to the issuance of a grading permit or improvement plans.

Table A-1. 2035 General Plan Policies and Uniformly Applied Development Standards, Policies, and Regulations Applicable to Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Aesthetic Resources	a) Have a substantial adverse effect on a scenic vista?	None required.	
Aesthetic Resources	b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Aesthetic Resources	c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	None required.	
Aesthetic Resources	d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	General Plan Policy 2.F.4 Light Pollution. Control artificial lighting to avoid spill-over lighting and preserve the night sky. General Plan Policy 2.F.5 Glare. Control artificial lighting to prevent glare.	Woodland Municipal Code, Title 17 Zoning, Section 17.92.060 I Industrial Zone (Performance Standards) City of Woodland Interim Zoning Ordinance 2020, Section 3.11.A4 (Exterior Lighting) City of Woodland Community Design Standards, Lighting Standards
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps	General Plan Policy 2.A.3 Agricultural Mitigation. For impacts to agriculture within the Urban Limit Line, require one acre to be permanently conserved for every acre converted to urban development. The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland,	City of Woodland Municipal Code, Section 15.33

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located as close to the Woodland Urban Limit Line as possible. General Plan Policy 7.C.5. Agricultural Buffer. Require 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. Equivalent means of providing agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.	Condition of Approval required for General Plan Policy 7.C.5; see Table A-2.
Agricultural and Forestry Resources	b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	None required.	
Agricultural and Forestry Resources	c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	None required.	
Agricultural and Forestry Resources	d) Result in the loss of forest land or conversion of forest land to non-forest use?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Agricultural and Forestry Resources	e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	None required.	
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.	
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Implementation Program 7.18. New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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).	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Condition of Approval required for General Plan Implementation Program 7.18; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		f. Plant tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch. k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.	
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors. d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City’s land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site	California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Conditions of Approval required for General Plan Policy 7.F.3, and Implementation Programs 7.17 and 7.19; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source's operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.	
	d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	None required.	
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan.	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) Migratory Bird Treaty Act, 16 U.S.C. Section 703, et. Seq

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the annexation areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): <i>Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP:</i> 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	Protection of Bird Nests and Raptors, California Fish and Game Code, Section 3503 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. <i>Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In</i>	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		<i>accordance with AMM 18 of the Yolo HCP/NCCP:</i> Suitable habitat for the western burrowing owl is present within the proposed annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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 MBTA 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.	
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.8 Native and Compatible Non-Native Plant Species. 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. General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. Implementation Program 7.6. If the project would result in fill or alteration of a waterway or any body of water supporting riparian forest habitat, the City will require project proponent/s to notify the California Department of Fish and Wildlife, obtain a Lake and Streambed Alteration Agreement if	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) City of Woodland Community Design Standards, Landscaping California Fish and Game Code Section 1602 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary</i>

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		determined necessary by the California Department of Fish and Wildlife, and comply with all conditions of the Lake and Streambed Alteration Agreement. General Plan Implementation Program 7.4. (See Biological Resource impact area a) above)	<i>projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4. (See Biological Resources impact area a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete 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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods,	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance City of Woodland Community Design Standards, Landscaping Clean Water Act, Section 401 and Section 404 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i> To ensure appropriate review of potential impacts to wetlands and other waters of the United States, Conditions of Approval required for General Plan Implementation

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.	Program 7.5 and Compliance Measures Bio 2; see Table A-2.
Biological Resources	d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	None required.	
Biological Resources	e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	None required.	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.	
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.13. a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist¹ 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). b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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	California Public Resources Code 5097 Archaeological Resources Protection Act (16 U.S. Code 470aa-470mm) National Historic Preservation Act (54 U.S. Code Section 300101 et seq.) Conditions of Approval required for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

¹ 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 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 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.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training Prior to ground-disturbing activities necessary to implement proposed development and infrastructure projects, contractors shall receive cultural	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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.	
Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources; see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.	
Cultural Resources	c) Disturb any human remains, including those interred outside of formal cemeteries?	General Plan Implementation Program 7.14. a. 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	California Health and Safety Code, Section 7050 through 7052 California Native American Graves Protection and Repatriation Act, Health and Safety Code, Division 7, Part 2, Chapter 5 Section 8010 through 8030 National Historic Preservation Act (36 CFR 60) Procedures for the Protection of Historic Properties (33 CFR 325 Appendix C)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		(2) Where the following conditions occur, the landowner or his or her authorized representative shall reburial 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.	
Energy	a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City’s Climate Action Plan. General Plan Policy 3.E.4 Interconnected Network. Require new development to create complete pedestrian networks with linkages such as walkways, paseos, and shared-use paths that interconnect pedestrian facilities. Policy 3.F.4 Bicycle Facilities. Require residential, commercial, and industrial developments to include bicycle lanes or pathways in accordance with the Bikeway Master Plan or Specific Plans when constructing new roadways or upgrading existing streets. General Plan Policy 5.H.9 Reduce Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible.	City of Woodland Municipal Code 13.32 for Water Conservation City of Woodland Municipal Code Article 17.112 for Landscaping. City of Woodland Interim Zoning Code Section 3.06.E.7 through 10, and 11 for connectivity, pedestrian access, outdoor spaces and shading within Community Commercial Zones.

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			City of Woodland Community Design Standards California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7, Model Water Efficient Landscape Ordinance
Energy	b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	See Energy impact topic a) above.
Geology, Soils, Minerals Resources, and Paleontological Resources	a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for	General Plan Policy 8.A.1. Minimize Seismic Risk. Continue to maintain and enforce appropriate standards to ensure new development is designed to meet current safety standards associated with seismic activity. Require public and private development to be located, designed, and constructed to minimize the risk of loss of life and injury in the event of a major earthquake or other natural disaster. General Plan Policy 8.A.2. Geologic-Seismic Analysis. Require the preparation of a soils engineering and geologic-seismic analysis prior to permitting development in areas prone to geological or seismic hazards (i.e., groundshaking, liquefaction, expansive soils).	City of Woodland Municipal Codes Chapter 15.04 Building Codes Earthquake Hazards Reduction Act, Public Law 95-124 California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.) ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?		California Code of Regulations Title 5, Division, Chapter 14, Sections 14001–14036
Geology, Soils, Minerals Resources, and Paleontological Resources	b) Result in substantial soil erosion or the loss of topsoil?	General Plan Policy 5.I.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces;	City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) for compliance with the City's Phase II MS4 permit with the State Water Resources Control Board California State Water Resources Control Board General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		- On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; and - Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses. General Plan Policy 5.I.5. Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities.	(Order 2009-0009-DWQ, as amended) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Geology, Soils, Minerals Resources, and Paleontological Resources	c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	None required.	
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	General Plan Policy 8.A.3. Expansive Soils. Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.	Condition of Approval required for General Plan Policy 8.A.3; see Table A-2.
Geology, Soils, Minerals Resources, and Paleontological Resources	e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste	General Plan Policy 5.H.6. Connection to Sewer System. Require all sewage generators within its service area to connect to the City's system, except those areas where the City has determined a connection to the City's sewage collection system would be infeasible. General Plan Implementation Program 5. 14. Where soils are proposed for use as leach fields associated with wastewater treatment, the City shall require a site-specific evaluation by a licensed geotechnical engineer regarding the	City of Woodland Municipal Code Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.020 City of Woodland Municipal Code Chapter 13.12 Sewer and

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	water?	soil suitability, including a perc test, as appropriate. All septic systems or other forms of on-site wastewater treatment and disposal facilities shall be designed by a licensed geotechnical or civil engineer. On-site wastewater treatment systems shall be designed to meet the following parameters: • provide available effective absorptive area in both primary and reserve disposal fields; • provide appropriate separation between the disposal field bottom and groundwater or a restrictive soil layer; • factor the ground slope in both the primary and reserve disposal field areas; • factor the influent wastewater strength and quantity in wastewater system design; • accommodate requirements for setbacks from wells, surface waters, and property boundaries; and • provide treatment of wastewater such that it does not adversely affect water quality or endanger public health.	Storm Drainage Services, Section 13.12.030
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.15. • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall retain a qualified paleontologist to evaluate the	Conditions of Approval required for General Plan Implementation Program 7.15; see Table A-2.

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		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.	
Greenhouse Gas Emissions	a, b) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purposes of Reducing Emissions of Greenhouse Gas Emissions?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	City of Woodland Municipal Code Article 17.112 for Landscaping. California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance Condition of Approval required for implementation of General Plan Policy 2.C.2; see Table A-2.
Hazards and Hazardous Materials	a) Create a significant hazard to the public or the environment through the	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	routine transport, use, or disposal of hazardous materials?	hazardous materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous Materials	b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010 City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous Materials	c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	None required.	

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Hazards and Hazardous Materials	d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	None required.	
Hazards and Hazardous Materials	e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	None required.	
Hazards and Hazardous Materials	f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	None required.	
Hazards and Hazardous Materials	g) Expose people or structures, either directly or indirectly, to a significant risk of loss,	None required.	

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	injury, or death involving wildland fires?		
Hydrology and Water Quality	a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City’s standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design. General Plan Policy 5.1.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB’s <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff.	
Hydrology and Water Quality	b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that there the project may impede sustainable groundwater management of the basin?	General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Hydrology and Water Quality	c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	i) Result in substantial erosion or siltation on- or off-site; ii, iii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; iv) Impede or redirect flood flows.	Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design. General Plan Policy 5.I.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. General Plan Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff. General Plan Policy 8.B.2. Flood Hazard Evaluation. Require evaluation of potential flood hazards prior to approval of development projects. Require proponents of new development to submit accurate topographic and flow characteristics information. This will include depiction of the 200-year floodplain boundaries under fully developed, pre- and post-project runoff conditions. General Plan Policy 8.B.3. New Development in Flood Hazard Zones. No subdivisions, development agreements, or permits that would place development within a flood hazard zone can be approved unless the City	City of Woodland Municipal Code, Chapter 15.12. City of Woodland Municipal Code, Chapter 17.96 SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

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		makes explicit findings that either existing flood management facilities provide an adequate level of protection from flooding, the City has conditioned the project to provide an adequate level of protection, or the local flood management agency has made adequate progress on the construction of a flood protection system that will provide adequate protection. <i>[Further detailed requirements of review are provided on page SE-59 of the 2035 General Plan]</i> General Plan Policy 8.B.5. Protective Structures. Require installation of protective structures or other design measures to protect proposed building and development sites from the effects of flooding. General Plan Policy 8.B.7. Adjacent Property. Require that new flood management projects or development within areas subject to flooding ensure that floodwaters will not be diverted into adjacent property to increase flood hazards on properties located elsewhere unless secured through a flood easement or fee title buyout. General Plan Policy 8.B.11. Levee Inundation Area. Require new development in levee inundation areas to conduct an analysis of risk from levee failure.	
Hydrology and Water Quality	d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	None required.	
Hydrology and Water Quality	e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	See Hydrology and Water Quality impact questions a) and b) above.	
Land Use and Planning	a) Physically divide an established community?	None required.	
Land Use and Planning	b) Cause a significant environmental impact due	None required.	

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	to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?		
Mineral Resources	a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	None required.	
Mineral Resources	b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	None required.	
Noise and Vibration	a) Generation of a substantial temporary or permanent 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?	General Plan Policy 8.G.3 Noise Exposure from Transportation Sources. Require noise-reducing mitigation to meet allowable outdoor and indoor noise exposure standards in Table 8-7 [of the 2035 General Plan]. Noise mitigation measures that may be approved to achieve these noise level targets include but are not limited to the following: • Construct facades with substantial weight and insulation; • 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 minimum setbacks and exterior barriers; • Use acoustic baffling of vents for chimneys, attic and gable ends;	City of Woodland Municipal Code, Title 17 Zoning, Chapter 17.92 Industrial Zone, Section 17.92.060 Performance Standards City of Woodland Construction Noise Guidelines, Municipal Code, Section 9.28.090 (Noise Ordinance)

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		• Install a mechanical ventilation system that provides fresh air under closed window conditions; and • Maximize site design so that buildings shelter outdoor areas. General Plan Policy 8.G.5 New Noise-Sensitive Receptors. Prohibit development of new noise-sensitive receptors where the noise level due to non-transportation noise sources will exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of the new development, unless effective noise mitigation measures have been incorporated into the development design to achieve the standards. Create peaceful outdoor spaces where possible, but acknowledge that particular ambient outdoor thresholds may not always be achievable. Require noise mitigation to assure acceptable interior noise levels appropriate to the land use type: • 45 dB L_{dn} for residential, transient lodgings, hospitals, nursing homes, and other uses where people normally sleep; and • 45 dB L_{eq} (peak hour) for office buildings and similar uses. General Plan Policy 8.G.6 New Non-Transportation Noise Sources. Require that noise created by new non-transportation noise sources be mitigated so as not to exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of lands designated for noise-sensitive receptors. General Plan Policy 8.G.7 Roadway Improvements. Where existing noise-sensitive receptors may be exposed to increased noise levels due to increased roadway capacity and increases in travel speeds associated with roadway improvements, apply the following criteria to determine the significance of increases in noise related to roadway improvement projects: • Where existing traffic noise levels are less than 70 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +5 dB L_{dn} increase in noise levels due to a roadway improvement project, will be considered significant; and • Where existing traffic noise levels range between 70 and 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +3 dB L_{dn} increase in	City of Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.7.g (Noise Standards) City of Woodland Community Design Standards, Site Planning for Commercial Development City of Woodland Municipal Code, Section 9.52 (Right to Farm Ordinance)

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		noise levels due to a roadway improvement project will be considered significant; and • Where existing traffic noise levels are greater than 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +1.5 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant. General Plan Policy 8.G.8 Site and Building Design. Orient buildings such that the noise sensitive portions of a project are shielded from noise sources. General Plan Policy 8.G.9 Existing Development. Promote the use of noise attenuation measures to improve the acoustic environment where existing noise sensitive uses are located in noise-impacted environments, such as along arterial streets or adjacent to noise-producing uses. For non-conforming uses, the burden of noise attenuation falls on the non-conforming use. For allowed uses, the burden falls on the newest use, subject to possible later reimbursement based on benefit received by later use. Allowed uses that are developed simultaneously will share the burden of noise attenuation. General Plan Policy 8.G.10 Right-to-Farm Ordinance. Support the City and County's right-to-farm ordinances, especially as they relate to noise emanating from agricultural operations adjacent to urban uses, by requiring notification of the potential impacts to adjacent property owners, purchasers, residents, and users. General Plan Policy 8.G.11 Construction Noise. Consider 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. General Plan Policy 8.G.13 Noise Attenuation Barriers. Noise attenuation barriers are strongly discouraged, expect to attenuate noise for existing developed uses, and may be used in the context of new development only when no other approach to noise mitigation is feasible. General Plan Policy 8.G.14 Vehicle Traffic. New developments shall disperse vehicular traffic onto a network of fully connected smaller roadways and minimize funneling of local traffic onto large-volume, high speed	

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		roadways near existing or planned noise-sensitive uses to the maximum extent feasible. General Plan Policy 8.G.15 Operational Noise. In new development areas, service, utility, loading areas, roof-mounted equipment, and noise-generating equipment shall be screened, designed, and located to reduce visibility and noise for surrounding properties and pedestrian areas. General Plan Implementation Program 8.13. 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 5 minutes. c. 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	

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		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. d. 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.	
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	General Plan Implementation Program 8.12. 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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. General Plan Implementation Program 8.13; see Noise and Vibration checklist item a) above.	Condition of Approval required for implementation of General Plan Implementation Program 8.12; see Table A-2.

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Noise and Vibration	c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	None required.	
Population and Housing	a) 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)?	None required.	
Population and Housing	b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	None required.	
Public Services	a) Result in substantial adverse physical impacts associated with the	General Plan Policy 5.B.4. Development Project Requirements. Require development projects to develop and/or fund fire protection facilities, equipment, personnel, and operations and maintenance that maintain the	City of Woodland Community Risk Reduction Division Plan

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	provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: Fire Services? Police Protection? Schools? Parks? Other Public Facilities?	City's standards, as demonstrated through positive fiscal impacts or through specific funding mechanisms in the event of fiscal deficits.	Submittal, Review and Inspection
Recreation	a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	None required.	
	b) Does the project include recreational facilities or require the construction or	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	expansion of recreational facilities that might have an adverse physical effect on the environment?		
Transportation	a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	General Plan Policy 2.J.6. Multimodal Access. Require convenient, attractive, and safe pedestrian, bicycle, and transit connections both within commercial centers and between centers and surrounding neighborhoods and other destinations. General Plan Policy 3.A.11. New Development. Require all new development to provide convenient bicycle and pedestrian environments and access through building orientation, site layout, traffic management, and connections to transit service and local commercial and community facilities. Development must provide appropriate pedestrian amenities such as street lighting, benches, arcades, canopies, shade trees, art, and seating areas.	City of Woodland Interim Zoning Code Section 3.06.E.7, Connection within Community Commercial Zones City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications City of Woodland Community Design Standards California Building Code, Title 24
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT). Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings. reducing peak period VMT in particular is desirable due to the added benefit of minimizing severe congestion and reducing emissions. use of VMT reduction strategies such as those in the chart below [<i>see General Plan page TC 3-22</i>] (taken from quantifying Greenhouse Gas Mitigation Measures, CAPCOA, 2010) or similar professional research documents is encouraged.	Condition of Approval required to implement General Plan Policy 3.A.4; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Transportation	c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Transportation	d) Result in inadequate emergency access?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in	Conditions of Approval Required, see Cultural Resources Impact Topic a), above.	California Public Resources Code Division 5, Chapter 1.75 Section 5097.9 et. seq. Conditions of Approval required for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?		
Utilities	a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications	General Plan Policy 5.H.9. Reduced Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low	Woodland Municipal Code Chapter 13.32, Water Conservation City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	facilities, the construction or relocation of which could cause significant environmental effects?	impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate and the number of required drain inlets; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
	b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	None required.	
	c) Result in a determination by the wastewater treatment provider that serves or may serve the	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?		
	d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	None required.	
	e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	General Plan Policy 5.J.2. New Development. Require waste collection in all new development and ensure that all new development complies with applicable provisions of the City of Woodland Source Reduction and Recycling Element and the Yolo County Integrated Waste Management Plan.	City of Woodland Municipal Code Chapter 13.36 AB 341: Mandatory Commercial Recycling (MCR) Program AB 1826: Mandatory Commercial Organics Recycling (MORe) Program SB 1383: Short-Lived Climate Pollutant (SLCP) Reduction Strategy
Wildfire	a) If Located in or near state responsibility areas or lands classified as very high fire hazard severity	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	zones, would the project: i) Substantially impair an adopted emergency response plan or emergency evacuation plan? ii) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? iii) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? iv) Expose people or structures to		

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?		

Notes:

AMM	=	avoidance and minimization measures
BMPs	=	best management practices
CAP	=	Climate Action Plan
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
dB	=	decibel
EIR	=	Environmental Impact Report
HCP	=	Habitat Conservation Plan
L _{dn}	=	Day-Night Average Sound Level
L _{eq}	=	Equivalent Sound Level
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District

Table A-2. Conditions of Approval Required of Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Aesthetic Resources	a) through d)	None. Applicable municipal codes and regulations provided in Table A-1.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Condition of Approval required to implement buffer requirements stipulated by General Plan Policy 7.C.5. Agricultural Buffer: Require 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. Equivalent means of providing agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Condition of Approval required to implement emissions reductions requirements stipulated by General Plan Implementation Program 7.18: New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors. d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City’s land use designation would allow sensitive receptors.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source's operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife	Condition of Approval to implement requirements stipulated by the City of Woodland Municipal Code Chapter 15.32 for the implementation of the Yolo HCP/NCCP, for all proposed future development, by-right and discretionary, within the annexation areas. This shall achieve the intent of General Plan Policy 7.B.11 and Implementation Program 7.4: General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	Service?	Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the Annexation Areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP: Suitable habitat for the western burrowing owl is present within the proposed annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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,

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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.
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional	General Plan Policy 7.B.11 and Implementation Program 7.4. (See Biological Resource impact area a) above)

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.11.B and Implementation Program 7.4. (See Biological Resources impact area a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete 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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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,

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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.
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	Condition of Approval required to implement requirements stipulated by: General Plan Implementation Program 7.13. a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist² 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). b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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

² 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 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 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.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training 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.
Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.E.2. Discovery of Resources. see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above.
Energy	a) and b)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and	a) through c) and e)	None. Applicable municipal codes and regulations provided in Table A-1.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Paleontological Resources		
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	Condition of Approval required to ensure evaluation and siting with regard to expansive soils in accordance with General Plan Policy 8.A.3. Expansive Soils: Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Condition of Approval required to ensure appropriate action in the case of discovery of paleontological resources, in accordance with General Plan Implementation Program 7.15: • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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.
Greenhouse Gas Emissions	a) and b)	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.
Hazards and Hazardous Materials	a) through g)	None. Applicable municipal codes and regulations provided in Table A-1.
Hydrology and Water Quality	a) through e)	None. Applicable municipal codes and regulations provided in Table A-1.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Land Use and Planning	a) and b)	None required.
Mineral Resources	a) and b)	None required.
Noise and Vibration	a)	None. Applicable municipal codes and regulations provided in Table A-1.
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	Condition of Approval required to ensure compliance with the performance standards to reduce short-term and long-term vibration, in accordance with General Plan Implementation Program 8.12: 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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.
Noise and Vibration	c)	None required.
Population and Housing	a) and b)	None required.
Public Services	a)	None required.
Recreation	a) and b)	None required.
Transportation	a), c), and d)	None required.
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3,	Condition of Approval required to ensure compliance with the performance standards to reduce vehicle miles travelled, in accordance with General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT): Require new development projects to achieve a 10 percent reduction in VMT per

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	subdivision (b)?	capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings.
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native	Condition of Approval required to implement requirements stipulated by General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	American tribe?	
Utilities	a) through e)	None required.
Wildfire	a)	None required.

Notes:

AMM	=	avoidance and minimization measures
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
HCP	=	Habitat Conservation Plan
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF WOODLAND AND CALIFORNIA COMPASS LOGISTICS
CENTER, LLC FOR THE NORTHEAST ANNEXATION AREA APN: 027-210-036**

WHEREAS, in June 2021, the City of Woodland (“City”) received Planning Applications PLNG 21-00055 from California Compass Logistics Center LLC (“Owners”) representing a majority owner within the Northeast Annexation Area (“Project”), requesting annexation of approximately 148 acres (“Annexation Area”) into the City, and is located in the northeastern portion of the City’s SOI, west and east of CR102, and north of E. Main Street (Citywide Annexation Area); and

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

WHEREAS, pursuant to Government Code Section 65864 et seq., the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, California Compass Logistics Center LLC (“Owner”) proposes to annex certain real property located in Yolo County into the City of Woodland (“Property”), more particularly described in the Development Agreement, attached hereto as **Exhibit “A”** and incorporated herein by reference, for future industrial use; and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the development of the Property will achieve the goals of the City’s General Plan (“General Plan”); and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Property in furtherance of the goals of the General Plan; and

WHEREAS, the City Council has found that the Development Agreement is consistent with the City’s General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Property, the Developer requires assurances that future development can proceed in the manner as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with future development within the annexation area; and

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached a mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Prezoning application, annexation, and the Development Agreement; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just, and reasonable, and consistent with the General Plan. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is consistent with the General Plan; (iii) the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on October 19, 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 and voted 5-0, with two members absent, to recommend City Council approve the Prezoning; and

WHEREAS, the City Council held a duly-noticed public hearing on November 7, 2023, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed annexation and prezoning is exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing general plan policies for which an EIR was certified; and

WHEREAS, The City has conditioned the approval of the annexation on the implementation of applicable Conditions of Approval and requirements included within respective Development Agreements to ensure that all policies from the City's General Plan developed for the purpose of minimizing and avoiding environmental impacts, and not otherwise achieved through uniformly applied policies, regulations, and development standards, are implemented as future development is proposed; and

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Annexation Areas and to other parties on or before October 29, 2023, and duly published in the Woodland Daily Democrat on October 4 and October 29, 2023, providing notice of the City Council's November 7, 2023, public hearing regarding the Citywide Annexation including City Council consideration of the Development Agreement; and

WHEREAS, on November 7, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice was provided in accordance

with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as “**Exhibit A**” and incorporated herein by this reference.

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5(b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is 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 the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”) have been met with respect to the Development Agreement, which was found to be exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing General Plan policies for which an EIR was certified, and prior to approving the Development Agreement, the City Council considered the proposed annexations subject to uniformly applied policies, regulations, and development standards that implement the 2035 General Plan, as applicable to any future development located within the annexation areas. Where the 2035 General Plan includes policies and implementation programs developed for the purposes of minimizing and avoiding environmental impacts and that would not be otherwise enforced through existing regulations, the City would enforce implementation of such policies and implementation programs through Conditions of Approval or requirements incorporated within the respective Development Agreement.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 7th day of November, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:

ADOPTED:

EFFECTIVE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

EXHIBIT A
DEVELOPMENT AGREEMENT
[Insert Development Agreement]

Recording Requested By
And When Recorded Mail To:
City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Clerk

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

**DEVELOPMENT AGREEMENT
(Northeast Annexation Area—California Compass Logistics Center, LLC)**

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

**CALIFORNIA COMPASS LOGISTICS CENTER, LLC, A DELAWARE LIMITED
LIABILITY COMPANY**

DEVELOPMENT AGREEMENT
(Northeast Annexation Area—California Compass Logistics Center, LLC)

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 California Compass Logistics Center, LLC, a Delaware 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 owns in fee or has a legal or equitable interest in the Property, as defined herein, which OWNER seeks to annex to the CITY, and further has requested CITY to enter into a development agreement for the Property, 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 CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY, whether by action of future City Councils or voter initiative; 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 this Agreement; this Agreement, the proposed annexation and rezoning are exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing general plan policies for which an EIR was certified; and

WHEREAS, this Agreement is consistent with the CITY’s General Plan; and

WHEREAS, the development of the Property as provided for herein is conditioned by this Agreement, is conditioned on the Property first meeting a 200-year level of flood protection, in accordance with the requirements of the City’s General Plan, and the Council hereby finds that this Agreement includes conditions that will protect the property to the urban level of flood projection for the City in conformance with Government Code Section 65865.5(a)(2); 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 future development of the Northeast Annexation Area, 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.

COVENANTS

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 “Annexation Date” means the date upon which the Property is annexed into the City.

1.1.3 “Approval”, “Approve” or “Approved” as used in this Agreement means approvals which shall not be unreasonably withheld, conditioned or denied, except in those cases where the approval refers to a legislative decision of the CITY or approval in the CITY’s sole discretion.

1.1.4 “CITY” means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.5 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising a Project or Projects as approved pursuant to Subsequent Development Approvals 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.

1.1.6 “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) tentative subdivision maps, tentative parcel maps, and final subdivision and parcel maps;
- (b) conditional use permits and plot plans;
- (c) zoning;
- (d) grading and building permits.

1.1.7 “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.

1.1.8 “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. Development Impact Fees as defined herein shall comply with and be adopted and administered in conformance with the requirements of the Mitigation Fee Act (Gov’t Code §§66000 *et seq.*).

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “General Plan” means the City of Woodland General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.11 “Infrastructure Improvement” or “Infrastructure Improvements” means those public improvements required to support the development of the Property or which Developer has agreed to install pursuant to the terms of this Development Agreement as described and depicted in Exhibit “D” .

1.1.12 “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.

1.1.13 “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.

1.1.14 “Northeast Annexation Area” is that certain undeveloped area designated for industrial development in the City’s General Plan which is to be annexed into the City, as more particularly depicted in Exhibit “G” to this Agreement. The Property is part of the Northeast Annexation Area, along with property owned by three other property owners who are simultaneously entering into development agreements concurrently with this Agreement. Certain Infrastructure Improvements to be constructed by OWNER or for which OWNER will contribute funds will benefit the Northeast Annexation Area generally.

1.1.15 “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.

1.1.16 “Project” means the development of the Property pursuant to Subsequent Development Approvals. OWNER may develop the Property as one or multiple Projects, at OWNER’s discretion.

1.1.17 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.18 “Public Improvement Agreement” means an improvement agreement required to be entered into pursuant to Woodland Municipal Code Section 16.44.020 to ensure completion of any public improvements required pursuant to the Subdivision Map Act (Gov’t Code Section 66410 *et seq.*) or the City’s Subdivision Ordinance (Woodland Municipal Code Title 16). The terms and requirements of the Public Improvement Agreement are described in Woodland Municipal Code Section 16.44.020, as it may be amended from time to time.

1.1.19 “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 3.5 of this Agreement.

1.1.20 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date of this Agreement in connection with development of the Property.

1.1.21 “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” — Land Dedications

Exhibit “D” — Description and Depiction of Required Infrastructure Improvements

Exhibit “E” — Maintenance Community Facilities District Exhibit

Exhibit “F” — Uniformly Applied Development Standards and Stipulated Conditions of Approval

Exhibit “G” — Depiction of Northeast Annexation Area

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, unless otherwise agreed to in writing by the CITY.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property.

2.3 Term. The term of this Agreement shall commence on the Effective Date, except that the rights and obligations of this Agreement with respect to the Property are not effective until the Annexation Date. The term shall continue for a period of thirty (30) years from the Effective Date unless this term is modified or extended pursuant to the provisions of this Agreement, except that in the event that the Property is not annexed into the City within five (5) years of the Effective Date, then this Agreement shall automatically terminate and have no further force or effect..

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 of the Property or a portion thereof, and shall provide CITY with (1) an executed assignment and assumption agreement, in a 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 rights, 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 assignment and assumption agreement.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a curable default by OWNER and the purchaser, transferee or assignee of the Property under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the assignment and assumption 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 assignment and assumption agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any assignment and assumption of the Development Agreement 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 direct legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in material 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 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 legal parcel, which exists or has been created through the recordation of a subdivision or parcel map subject to provisions of a partial assignment and assumption agreement in a form 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, provided that any such assignment and assumption agreement must expressly state which party shall take responsibility for any remaining Improvements to be constructed pursuant to this Agreement. Within thirty (30) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, shall approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.5 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER on any Retained Property which shall be 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 a successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868. 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. 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.

2.6 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) Development of the entirety of the Property in accordance with the terms of this Agreement including issuance of all required occupancy permits 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 by 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.

2.7 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) 661-5930
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 551-2825
Email: ethan.walsh@bbklaw.com

If to OWNER:

California Compass Logistics Center, LLC
c/o Kamilos Companies, LLC
11249 Gold Country Blvd., Suite 190
Gold River, CA 95670
Telephone: (916) 631-8440
Facsimile: (916) 631-8445

with a copy to:

Trainor Fairbrook
980 Fulton Ave.
Sacramento, CA 95825
Attn: Charles W. Trainor, Esquire
Telephone: (916) 929-7000
Facsimile: (916) 929-7111

(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, For a period of seven (7) years following the Annexation Date (the “Vesting Term”), OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the General Plan as of the Annexation Date, and the Zoning Code as of the effective date of the ordinance which shall enact the Comprehensive Zoning Code update which is being processed by the City as of the Effective Date of this Agreement, provided, however that in the event that the CITY considers a Development Approval for the Property prior to the effective date of the Comprehensive Zoning Code Update, the CITY shall consider the Development Approval under the Zoning Code as of the Annexation Date. The development of the Property shall remain subject to all required Subsequent Development Approvals. Except as otherwise provided in this Agreement, for the Vesting Term, 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 General Plan as of the Annexation Date and Zoning Code as of the effective date of the ordinance which shall enact the Comprehensive Zoning Code update (unless the CITY considers a Development Approval prior to enactment of the Comprehensive Zoning Code, in which case the Zoning Code as of the Annexation Date shall apply), subject to the commitments set forth in this Agreement. Following the Vesting Term, the OWNER shall have the right to develop the Property in accordance with, and to the extent of, the General Plan and the Zoning Code as applied to the Property at the time of consideration of each Project proposed to be developed by OWNER on the Property.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, for the Vesting Term, 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 those set forth in the General Plan as of the Annexation Date and Zoning Code as of the effective date of the ordinance which shall enact the Comprehensive Zoning Code update (unless the CITY considers a Development Approval prior to enactment of the Comprehensive Zoning Code, in which case the Zoning Code as of the Annexation Date shall apply). In connection with any Subsequent Development Approval, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers 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 herein provided that such development complies with all conditions and requirements of 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.

3.4 Changes and Amendments. The parties acknowledge that development of the Property will require Subsequent Development Approvals. At the time that OWNER deems appropriate, OWNER shall apply for a Subsequent Development Approval to proceed with development of the Property, and CITY shall process and act on such application in accordance with the General Plan and Zoning Code designation for the Property applicable at the time of consideration of the Subsequent Development Approval based on Sections 3.1 and 3.2 of this Agreement, along with the then applicable Land Use Regulations, except as otherwise provided by this Agreement. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall not require an amendment to this Agreement provided such approvals do not:

- (a) Alter the permitted uses of the Property from what is allowed under the General Plan and Zoning Code; or,
- (b) Increase the density or intensity of use of the Property from what is allowed under the General Plan and Zoning Code; or,
- (c) Increase the maximum height and size of permitted buildings from what is allowed under the General Plan and Zoning Code; or,
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole.

3.5 Reservations of Authority.

3.5.1 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, all of which must be non-discriminatory when comparing the Property with other similar developments or areas of defined benefit within the City:

- (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 General Plan.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

(e) Regulations which conflict with this Agreement but which the City has demonstrated, based on substantial evidence, are reasonably necessary to protect a verifiable threat to 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, the General Plan and the Zoning Code, including but not limited to new or updated design review regulations applicable to the Property. 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.

3.5.2 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 General Plan and Zoning Code applicable to the Subsequent Development Approvals at the time of consideration based on this Agreement, 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 Agreement.

3.5.3 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 3.5.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.5.4 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.

3.6 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.

3.7 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required by any Development Approval, Land Use Regulation or this Agreement to construct any public improvement on land not owned by OWNER (together, "Offsite Improvements"), 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 Offsite Improvements, 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 ninety (90) 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 3.7. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.7 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 3.7 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.

3.7.1 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. OWNER acknowledges and agrees that in the event OWNER directs CITY to cease proceedings and does not otherwise provide for the Offsite Improvements in a manner that is satisfactory to the City, OWNER may not be able to proceed with the development of the Property.

3.8 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.

3.9 Tentative Subdivision Maps and Tentative Parcel Maps. With respect to applications by OWNER for tentative maps for portions of the Property, CITY agrees that OWNER may file and process such tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. Any tentative maps approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus (ii) such time extensions authorized by state law currently or in the future. OWNER shall further be permitted to request extensions as permitted by Woodland Municipal Code Section 16.28.010(B), as it may be amended from time to time.

3.10 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project. OWNER shall contract with the CITY for CITY-owned or operated utilities serving the Project for such prices and on such terms as may be mutually agreed to between the parties.

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 of the Property in the absence of this Agreement 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.

4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee. Development Impact Fees shall be paid by OWNER. The Development Impact 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 impose new Development Impact Fees or amend the amounts of existing Development Impact 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. CITY and OWNER acknowledge and agree that Development Impact Fees shall be adopted and implemented by CITY in conformance with the Mitigation Fee Act (Government Code Section 66000 *et seq.*) and any other applicable laws and nothing herein shall limit or restrict OWNER's rights to object to or challenge Development Impact Fees adopted by the City in the manner and to the extent permitted under the Mitigation Fee Act.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits.

4.2.3. Compliance with Section 66006. The City acknowledges that in accordance with Government Code Section 65865(e), the City shall comply with Government Code Section 66006 with respect to any fee it receives or cost it recovers pursuant to this Agreement.

4.3 Dedication of Land. OWNER shall provide any dedications required pursuant to any subdivision or parcel maps processed by City in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time, and any dedications that are required as mitigation measures that are required in response to the traffic study prepared pursuant to Section 4.13 of this Agreement. OWNER shall additionally dedicate to CITY, at no cost to City and with no Development Impact Fee credits for such dedication, the following real property: (1) Certain real property in fee as depicted in Exhibit "C", attached hereto and incorporated herein by reference, of an exact size and configuration as required by the City, provided that the real property to be dedicated shall not exceed 70 acres (the "70 Acre Dedication Site"). The 70 Acre Dedication Site is intended to be used as part of the Lower Cache Creek Flood Risk Reduction Project and it shall be free of all encumbrances. The parties acknowledge and agree, however, that the 70 Acre Dedication Site shall be dedicated to the City even if the Lower Cache Creek Flood Risk Reduction Project does not proceed. Until such land is dedicated to the CITY, OWNER shall not develop the real property depicted in Exhibit "C", or any portion of the Property within 200 feet of the boundary depicted in Exhibit "C". (2) A thirty (30) foot wide public utility and access easement along the full length of the eastern border of the Property south of the 70 Acre Dedication Site, which may include other easement areas. The terms pursuant to which these properties will be dedicated to the City are set forth in a separate agreement which shall be entered into by and between CITY and OWNER concurrently with entering into this Agreement. In the event that CITY requires additional portions of the Property for the development of the Lower Cache Creek Flood Risk

Reduction Project, OWNER agrees that it will sell such real property at is appraised fair market value, based on an appraisal commissioned by the CITY.

4.4 Responsibility for Construction of Public Improvements.

4.4.1 Timely Construction of Public Infrastructure. The phasing of any area wide infrastructure construction will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all Infrastructure Improvements required for the development of the Property as shown on the attached Exhibit “D” and as included in any and all tentative subdivision or parcel map conditions. Unless otherwise specified in the Subdivision or Parcel Map conditions or Public Improvement Agreement, all other required Infrastructure Improvements for each Subdivision or Parcel Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY’s granting of the first building permit for construction of a building for each such Final/Parcel Map. In the event that no Final or Parcel Map is required for development on the Property, then the required Improvements shall be completed and operational prior to and as a condition precedent to issuance of the first building permit for such development. All Infrastructure Improvements shall be completed as required by the applicable tentative map conditions and Public Improvement Agreement.

4.4.2 Construction of Adam’s Grain Improvements. OWNER acknowledges that Knaggs Commercial Properties Company, L.P., the owner of another property in the Northeast Annexation Area (“Knaggs”), has agreed to fund and complete the design and construction of the street light and barrier improvements along County Road 102 that abut the property comprised of APNs 027-370-035 and 027-370-009 (the “Adam’s Grain Property”) as such improvements are generally shown on Exhibit D (the “Adam’s Grain Improvements”). The Adam’s Grain Improvements will be constructed and installed as such time that the City has issued building permits for 850,000 square feet of building space within the Northeast Annexation Area. The cost of the Adam’s Grain Improvements are to be shared proportionately amongst the property owners in the Northeast Annexation Area, and OWNER agrees that that it shall reimburse Knaggs for OWNER’s proportionate share of the cost of design and construction of the Adam’s Grain Improvement in accordance with Section 4.15 of this Agreement, except that Knaggs shall receive no reimbursement in connection with development for which building permits were issued prior to completion of the Adam’s Grain Improvements

4.4.3 Construction of MPFP Infrastructure. To the extent OWNER is required to construct and complete construction of public improvements that are included in CITY’s MPFP Fee Program, CITY agrees that CITY shall issue reimbursement consistent with the policies in the City’s MPFP fee program and the City’s MPFP administrative guidelines.

4.5 Flood Improvement Project. The Property is located in the 200-year floodplain of Cache Creek. The City’s General Plan provides that the City will not enter into a development agreement for any property located within the floodplain unless the City makes certain findings or imposes conditions on the development sufficient to provide 200-year level of flood protection. The City has approved a Flood Risk Reduction Project to provide flood risk prevention and management for the City of Woodland and certain proximate areas that, when constructed, will provide 200-year level of flood protection to the Property. In order to comply with the requirements of the General Plan for approval of development agreements within the

200-year floodplain, OWNER and CITY agree that CITY shall not issue building permits for the Property until such time that (i) the Flood Risk Reduction Project has been constructed or improved to a level that will provide 200-year level of flood protection for the Property as determined by the City Engineer, or (ii) OWNER demonstrates to the satisfaction of the City Engineer that the OWNER will achieve a 200-year level of flood protection for the Project through other means, which flood protection shall be, as a minimum, supported by an engineer's report demonstrating the technical basis for the finding that the OWNER will achieve a 200-year level of flood protection and further provided that the flood engineering analysis prepared to demonstrate a 200-year level of flood protection for the Project shall further demonstrate to the satisfaction of the City Engineer in his or her sole discretion that the Project will not result in flood impacts to any other properties. Further, OWNER agrees that it will cooperate in, and will not object to or oppose the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Risk Reduction Project, provided that any special assessment district shall be formed and assessments levied in conformance with applicable statutory and constitutional requirements applicable to the assessment district, and any special taxes levied through a community facilities district or alternative funding mechanism for the flood control project shall be allocated to property based on a rate and method of apportionment that allocates taxes to similarly situated properties within the area that is subject to the tax on a reasonably proportionate basis. 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 to finance the improvements required as part of the Flood Project.

4.6 Flood Protection Contribution.

4.6.1 OWNER acknowledges and agrees that the Flood Risk Reduction Project is necessary to facilitate the overall development of the Northeast Annexation Area and CITY would not move forward with annexation or development of the Northeast Annexation Area without the Flood Risk Reduction Project or a similar flood solution, and that CITY therefore desires that each developer in the Northeast Annexation Area shall contribute to the cost of such flood protection. OWNER therefore agrees that in the event that OWNER constructs one or more Projects based on approval of an alternative means of flood protection approved by the City Engineer as allowed by Section 4.5 above, prior to implementation of an assessment district (or similar financing mechanism) to fund the Flood Risk Reduction Project or other flood protection measures, then commencing at Certificate of Occupancy and for 30 years thereafter for each such Project approved by CITY, OWNER shall pay an annual payment to CITY in the amount of \$0.04/building square foot for each Project approved prior to implementation of an assessment district (or similar financing mechanism) to fund the Flood Risk Reduction Project or other flood protection measures to CITY to be used for the Flood Risk Reduction Project or other flood protection measures within the Northeast Annexation Area (the "Flood Protection Contribution"). The annual payment shall be adjusted annually by a percentage increase based on the Construction Cost Index referenced in section 4.15.1.

4.6.2 The Flood Protection Contribution shall be paid at the time of issuance of a certificate of occupancy for the subject Project, and thereafter on an annual basis on the first day of the month following the date of issuance of the certificate of occupancy (for example, if

the certificate of occupancy for a Project was issued on September 15, then the Flood Protection Contribution would be paid on an annual basis on October 1).

4.6.3 In the event that a special assessment district, community facilities district or alternate financing mechanism is established to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Risk Reduction Project, for any improved area on the Property for which OWNER is paying the Flood Protection Contribution, the Flood Protection Contribution shall be reduced to an amount equivalent to the annual amount that would be paid by OWNER pursuant to such financing mechanism if the building foundation for the improved area was located below the base flood elevation and therefore received a direct benefit from the Flood Risk Reduction Project. For those areas of the Property that are improved prior to completion of the Flood Risk Reduction Project but are permitted to remain below the base flood elevation (e.g., parking areas), OWNER shall not be required to pay the Flood Protection Contribution, but will pay any special tax or assessment allocated to such area in accordance with the financing mechanism adopted as contemplated in Section 4.5. This exception only applies to those areas that are permitted to remain below the base flood elevation, buildings located adjacent to or within parking areas, are not permitted to remain below the base flood elevation and would be required to pay the Flood Protection Contribution. The obligation to pay the Flood Protection Contribution shall survive expiration or termination of this Development Agreement.

4.6.4 As an example of the foregoing, if OWNER constructs a 500,000 square foot building with at 1,000,000 surface level parking lot prior to the establishment of a special assessment district, then commencing with the issuance of a certificate of occupancy of such building, and on an annual basis thereafter, OWNER shall make an annual Flood Protection Contribution of \$20,000.00 ($\$0.04 \times 500,000$ sf), with no contribution for the parking lot. However, if three years after issuance of the certificate of occupancy, the CITY establishes a special assessment district and levies an annual assessment of \$0.03 per square foot for building area and \$0.0001 for surface level parking areas, then OWNER's Flood Protection Contribution shall be adjusted to \$15,000.00 ($\$0.03 \times 500,000$ sf), and OWNER shall pay an additional annual assessment of \$100.00 ($\$0.0001 \times 1,000,000$ sf) for the parking area.

4.6.5 If the OWNER pays the Flood Protection Contribution for a period of ten years and the City does not approved a special assessment district (or similar financial mechanism) to fund the Flood Risk Reduction Project or similar flood protection measures prior to the end of that ten year period, then the OWNER shall no longer be required to make Flood Protection Contribution payments after the end of that ten year period.

4.7 Maintenance CFD.

4.7.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for a Project on the Property until a Community Facilities District has been formed to include the Property for the purpose of funding all costs of the Maintenance Services as defined below, or the Property has been annexed into such a Community Facilities District that has already been formed to serve the Northeast Annexation Area of the City (the "Maintenance CFD"). OWNER consents to and shall cooperate in such formation or annexation or the formation of an equivalent financing mechanism for maintenance purposes. If OWNER develops

the first Project to develop in the Northeast Annexation Area, then OWNER will need to advance the funding for the formation of the CFD, and shall receive reimbursement from other property owners, and if another property owner within the district boundaries advances the funding for formation of the CFD, OWNER agrees it shall pay its proportionate share of the costs of formation. The reimbursement obligation shall be determined and administered in a manner consistent with the process set forth in Section 4.15 of this Agreement. Developer also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance obligations described herein, pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq., provided the special taxes shall be used for all Maintenance Services described below, and the rate and method of allocation of special taxes shall allocate such special taxes within the district on a reasonably proportionate basis between similarly situated properties.

4.7.2 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain storm drainage, street lighting, traffic signal, maintenance of the monument sign described in Section 4.11, landscaping and implementation of VMT reduction strategies (to the extent the VMT reduction measures are an eligible use of the CFD special taxes) ("Maintenance Services"). If deemed appropriate by the City, the Maintenance CFD may be established as two separate CFDs, with the special tax for VMT reduction strategies levied separately from the special taxes from the other Maintenance Services. The Maintenance Services, exclusive of any potential VMT reduction measures that may funded, are described in Exhibit E, attached hereto and incorporated herein by this reference.

4.8 Master TDM/VMT Study. Prior to the issuance of the first building permit in the Northeast Annexation Area, OWNER, in conjunction with other property owners whose properties are being annexed into the City simultaneously with annexation of the Property, shall fund a Master Transportation Demand Management ("TDM")/Vehicle Miles Traveled ("VMT") Study that will show how the Projects within the Northeast Annexation Area will reduce VMT consistent with General Plan Policy 3.A.4, Reduce Vehicle Miles Traveled (VMT). At the City's option, the City will manage the development of the study. If OWNER manages the study, then the City will need to review and approve the study. Compliance with the Master TDM/VMT Study as applied to an individual Project shall be a condition of approval included with any tentative subdivision or parcel map for such Project, and shall further be a condition of issue of building permits for a Project, if a subdivision or parcel map is not required. All costs to implement the VMT reduction strategies will be incorporated into the Maintenance CFD, or in the event that the VMT reduction strategies are not eligible uses of the special taxes generated by the Maintenance CFD, OWNER, in cooperation with other property owners whose properties are covered by the Master TDM/VMT Study, shall participate in an alternative funding mechanism to implement the VMT reduction strategies developed through the Master TDM/VMT Study. In the event that the City utilizes an alternative funding mechanism to implement VMT reduction strategies, the rate and method of allocation of such costs amongst that properties that are the subject of the Master TDM/VMT Study shall be reasonably related to the VMT reduction strategies that are required for each Project, based on the Master TDM/VMT Study. In order to verify that the VMT reduction strategies are implemented at the time the building is occupied, the OWNER may need to advance fund some VMT implementation strategies if the CFD is not able to fund these activities when the building is first occupied. It is the intent of the CITY and the OWNER to develop implementation strategies that are consistent between all OWNERS

within the Northeast Annexation Area and other areas covered by the Master TDM/VMT Study as they will be funded from the same CFD. In the event that the OWNER or other property owners are required to advance funds costs of the Master TDM/VMT Study or the cost of some VMT implementation strategies, such advance funds shall be reimbursed in accordance with Section 4.15 of this Agreement.

4.9 Storm Drainage Fee. OWNER acknowledges that CITY intends to adopt a property related fee or assessment to fund ongoing maintenance and/or certain improvements to the City's storm water management system that will benefit the Property, and agrees that, as such time that CITY proposes such fee, OWNER will not object to and will support the adoption of such storm drainage fee or assessment, including but not limited to voting in favor of such fee or assessment if required pursuant to any statutory or constitutional requirements, provided that such fee or assessment is adopted in a manner consistent with all applicable legal requirements, and such fee or assessment shall not exceed \$0.0015 per square foot of land within the Property.

4.10 Uniformly Applied Development Standards and Stipulated Conditions of Approval. OWNER acknowledges that in order to ensure that each Project developed on the Property is consistent with the General Plan, CITY has developed certain Uniformly Applied Development Standards and Stipulated Conditions of Approval, attached hereto as Exhibit "F" and incorporated herein by this reference (the "Conditions of Approval") that OWNER must comply with as part of the development of each Project. CITY shall not issue any building permits for a Project until OWNER has complied with the Conditions of Approval that are applicable to that Project.

4.11 Monument Sign.

4.11.1 OWNER shall be jointly responsible, with all other landowners in the Northeast Annexation Area, to fund the design and construction of a monument sign for the Northeast Annexation Area at a location in the public right of way or on public property as designated by the CITY. OWNER and the other property owners in the Northeast Annexation Area shall jointly fund and CITY shall design the monument sign, which shall be illuminated and approximately 120 square feet per side of a multi-sided sign, and each property owner in the Northeast Annexation Area shall pay their proportionate share of such design costs based on each owner's percentage ownership of the total area of the Northeast Annexation Area (excluding the approximately 70 acres currently owned by OWNER, which shall be dedicated to the City pursuant to Section 4.3 and is therefore not part of the developable area of the Northeast Annexation Area) as determined by the City. In the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by OWNER.

4.11.2 The monument sign shall be constructed and installed as designed by CITY at such time that the CITY has issued building permits for 400,000 square feet of building space within the Northeast Annexation Area. If OWNER receives the building permit or permits that results in a total amount of approved development of greater than 400,000 square feet of building space in the Northeast Annexation Area, then OWNER shall be obligated to construct and install the monument sign as designed by the CITY. In such case, CITY shall grant to OWNER all necessary encroachment permits to construct the monument sign.

4.11.3 OWNER and other property owners that are issued building permits for development prior to the triggering of the requirement to construct the monument sign as set forth in Section 4.11.2 above shall be required to pay an estimated pro rata share of the cost of the monument sign at the time of issuance of building permits, until building permits are issued for 400,000 square feet of building space in the Northeast Annexation Area. Within 90 days following the Annexation Date, the City shall develop an estimate of the cost of design, construction and installation of the monument sign, and shall notify each property owner of such estimated cost. Thereafter, with each building permit, each property owner shall be required to pay a proportionate share of the cost of the monument sign, which proportionate share shall be calculated by multiplying the estimated cost by a fraction for which the numerator is the total number of building square feet authorized for construction by the building permit, and the denominator is the estimated total number of building square feet that can be constructed in the Northeast Annexation area, which is 6,720,000 square feet. Following construction of the monument sign, CITY shall determine the actual proportionate share of each property owner in accordance with Section 4.15, and each property owner shall be required to pay the balance of their proportionate share of the cost of the monument sign in accordance with Section 4.15.

4.11.4 Upon completion of the monument sign, OWNER shall submit to CITY evidence of the total cost of construction and installation of the monument sign incurred by OWNER. Thereafter, each property owner in the Northeast Annexation Area shall be required to pay to CITY its proportionate share of the cost of the design, construction and installation of the monument sign, and shall not receive any further building permits after completion of the monument sign until said owner has paid its proportionate share of the monument sign. The reimbursement obligation shall be determined and administered in a manner consistent with the process set forth in Section 4.15 of this Agreement. CITY shall have no obligation for such reimbursement of costs except for those funds received from other property owners in the Northeast Annexation Area as provided in this Section and Section 4.15. This provision shall be included in the development agreements for each property owner in the Northeast Annexation Area, and in the event that another property owner is required to construct the monument sign, rather than OWNER, then following construction of the monument sign, CITY shall notify OWNER of its proportionate share of the design, construction and installation of the monument sign. OWNER shall not receive any further building permits unless and until such amount is paid to CITY in full.

4.12 East Main Street Landscaping.

4.12.1 OWNER shall be jointly responsible, with all other landowners in the Northeast Annexation Area, to fund the cost of installation of landscaping along that certain frontage along East Main Street, on property and right of way owned by the Yolo Shortline Railroad Company ("Yolo Shortline"), in accordance with that certain Landscaping Agreement entered into by and between CITY and Yolo Shortline, the terms and obligations of which are incorporated herein by this reference (the "Landscaping Agreement"). The landscape design shall be submitted to the City for approval and shall be in accordance with current City development standards at such time that the CITY has issued building permits for 850,000 square feet of development within the Northeast Annexation Area (the "East Main Landscaping Improvements").

4.12.2 If OWNER receives the building permit or permits that results in a total amount of approved development of greater than 850,000 square feet of building space in the Northeast Annexation Area, then OWNER shall be obligated to install the East Main Landscaping Improvements. OWNER shall install such East Main Landscaping Improvements on behalf of CITY pursuant to the Landscaping Agreement, and shall enter into such subsequent assignment or license agreements with OWNER and/or Yolo Shortline so as to allow OWNER to install such improvements.

4.12.3 OWNER and other property owners that are issued building permits for development prior to the triggering of the requirement to install the East Main Landscaping Improvements as set forth in Section 4.12.2 above shall be required to pay an estimated pro rata share of the cost of the East Main Landscaping Improvements at the time of issuance of building permits, until building permits are issued for 850,000 square feet of building space in the Northeast Annexation Area. Within 90 days following the Annexation Date, the City shall develop an estimate of the cost of installation of the East Main Landscaping Improvements, and shall notify each property owner of such estimated cost. Thereafter, with each building permit, each property owner shall be required to pay a proportionate share of the cost of the East Main Landscaping Improvements, which proportionate share shall be calculated by multiplying the estimated cost by a fraction for which the numerator is the total number of building square feet authorized for construction by the building permit, and the denominator is the estimated total number of building square feet that can be constructed in the Northeast Annexation area, which is 6,720,000 square feet. Following installation of the East Main Landscaping Improvements, CITY shall determine the actual proportionate share of each property owner in accordance with Section 4.15, and each property owner shall be required to pay the balance of their proportionate share of the cost of the monument sign in accordance with Section 4.15.

4.12.4 Upon completion of the East Main Landscaping Improvements, OWNER shall submit to CITY evidence of the total cost of design and construction and installation of the East Main Landscaping Improvements incurred by OWNER. Thereafter, each property owner in the Northeast Annexation Area shall be required to pay to CITY its proportionate share of the cost of the design, construction and installation of the East Main Landscaping Improvements (excluding the approximately 70 acres currently owned by OWNER, which shall be dedicated to the City pursuant to Section 4.3 and is therefore not part of the developable area of the Northeast Annexation Area), and shall not receive any further building permits after completion of the East Main Landscaping Improvements until said owner has paid its proportionate share of the East Main Landscaping Improvements. CITY shall then pass the amounts paid by the other property owners through to OWNER as reimbursement for its costs. CITY shall have no obligation for such reimbursement of costs except for those funds received from other property owners in the Northeast Annexation Area as provided in this Section. In the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by OWNER.

4.12.5 This provision shall be included in the development agreements for each property owner in the Northeast Annexation Area, and in the event that another property owner is required to install the East Main Landscaping Improvements, rather than OWNER, then following installation of the East Main Landscaping Improvements, CITY shall notify OWNER of its proportionate share of the cost of installation of the East Main Landscaping Improvements.

OWNER shall not receive any further building permits unless and until such amount is paid to CITY in full.

4.13 Traffic Study and Roadway Improvements.

4.13.1 Prior to approval of a tentative subdivision or parcel map for each Project undertaken by OWNER, or if a parcel map or subdivision map is not required for the Project, then prior to issuance of a building permit for the Project, OWNER shall fund a traffic study prepared pursuant to a scope of work and by a traffic engineer both approved by CITY, which shall analyze level of service (“LOS”) impacts based on the City’s General Plan from the Project plus both existing and approved projects, as well as LOS impacts for the Project plus cumulative traffic impacts under the City’s General Plan. The traffic study shall also address safety and operational traffic impacts from the Project, and OWNER shall implement all mitigation measures recommended by the traffic study that are triggered by the applicable Project to assure compliance with the LOS standards set forth in the City’s General Plan. At the City’s option, the Traffic Study may be managed by the OWNER or by the CITY. OWNER shall provide security in a form and amount deemed satisfactory by the City Engineer to ensure construction and completion of all mitigation measures prior to issuance of a final map (for a subdivision map or a parcel map) for each Project undertaken by OWNER. If a final map (for a subdivision map or a parcel map) is not required for the Project, then OWNER shall provide security in a form and amount deemed satisfactory by the City Engineer to ensure construction and completion of all mitigation measures prior to issuance of any building permit for development of the Property and all required mitigation measures must be completed prior to and as a condition precedent to issuance of a certificate of occupancy for any building located on the Property. If OWNER develops a Project in phases, they may, at their option, perform as part of the traffic study analysis to determine the improvements triggered by each phase of development and implement the mitigation measures accordingly.

4.13.2 In addition to the improvements required by the Traffic Study, certain pavement rehabilitation will need to be performed on the roadways adjacent to the Northeast Annexation Area (CR 102 from E Main Street to northern urban limit line, E Beamer St from the western boundary of the Knaggs parcel to the eastern urban limit line). At the time that any roadway improvements on the roadways described above that are conditioned by the Traffic Study are performed, then roadway rehabilitation work shall be performed by OWNER on the same roadway segment in conjunction with the roadway improvements required in Section 4.13.1. If the Traffic Study does not require roadway improvements on a road segment, then roadway rehabilitation work on any of the road segments described above that abuts the Property is required to be completed prior to the first building permit for the Property, or pursuant to a public improvement agreement approved by the City and subject to the posting of security as provided for in Section 4.13.1. Roadway rehabilitation work shall be performed consistent with the City’s Engineering Standards. OWNER acknowledges and agrees that each property owner in the Northeast Annexation Area will be responsible for the full cost of the road rehabilitation work adjacent to their property, except that the cost of the road rehabilitation work for the segment of East Beamer Street east of the centerline of County Road 102 shall be shared between Kilkenny-Marks Investors, LLC and Netaj, LLC, with Kilkenny-Marks Investors, LLC paying 40% of such costs, and Netaj, LLC paying 60% of such costs. If OWNER performs road rehabilitation work on the frontage of a different property, then they shall be eligible for

reimbursement consistent with the procedures of section 4.15, except that OWNER will be fully reimbursed by the fronting property owner for the costs of road rehabilitation work to the road segments adjacent to the property of such fronting property owner, and OWNER shall fully reimburse any other property owner who completes road rehabilitation work on road segments adjacent to the Property. All OWNERS in the Northeast Annexation Area are jointly responsible for the road rehabilitation work on CR 102 in front of APN's 027-370-035 and 027-370-009 (also known as Adam's Grain) and the property owner that completes the rehabilitation of that road segment shall be reimbursed consistent with section 4.15.

4.14 Recycled Water Use Requirement. OWNER agrees and acknowledges that prior to issuance of any building permits for the Project, CITY shall evaluate in accordance with Section 13.44.190 of the Woodland Municipal Code whether the Project includes landscape irrigation and/or industrial water usage for which recycled water would be appropriate, and if so, OWNER shall utilize recycled water for the appropriate components of the Project. In accordance with Section 13.44.190, if the CITY determines based on its evaluation that use of recycled water is appropriate, but recycled water is not yet available to the Property, OWNER shall install an appropriate recycled water distribution system connection point within the Project to accommodate recycled water at such time as recycled water becomes available to the Property. The connection point shall be subject to the review and approval of the City.

4.15 Reimbursement for Costs Incurred under this Agreement.

4.15.1 Upon completion by OWNER of any of the improvements described in this Article 4 that are subject to reimbursement from other property owners within the Northeast Annexation Area, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER for costs incurred by OWNER in excess of its proportionate share of such costs. The reimbursement agreement shall establish the amount to be reimbursed by other property owners to OWNER, including the amount owed by each property owner. The outstanding amounts owed by each property owner shall adjusted annually by a percentage increase equal to the annual adjustment made to CITY's Development Impact Fees based on the Construction Cost Index as published in the Engineering News Record until such amounts are paid in full. Unless the CITY determines that there is a more appropriate way to allocate costs for certain improvements, the proportionate share of costs shall be determined based on the total acreage of the Property as compared to the total acreage of the Northeast Annexation Area in its entirety. Such calculation shall exclude the approximately 70 acres currently owned by OWNER, which shall be dedicated to the City pursuant to Section 4.3 and is therefore not part of the developable area of the Northeast Annexation Area, provided that in the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by OWNER. The CITY may, at its discretion, adopt one or more fees based on an area of benefit comprised of the Northeast Annexation Area to facilitate collection of the reimbursements contemplated in this Agreement. In the event that CITY adopts such fee or fees, OWNER will consent to the levy of such fee, provided it is levied in a manner consistent with all applicable laws governing the implementation of such fee.

4.15.2 It is the intent of this Article 4 to provide timely reimbursement of any Owner (“Advancing Owner”) who advances costs which benefit the remaining Owners in the Northeast Annexation Area (“Reimbursing Owners”) for those costs which are recognized as reimbursable under this Agreement. Except as provided below, if an Advancing Owner who constructs improvements or incurs expenses which qualify as reimbursable costs pursuant to this Article 4 has not been reimbursed by a Reimbursing Owner for that Owner’s pro-rata share by the 7th anniversary of the Effective Date, then the Advancing Owner shall be entitled to payment of any remaining obligation owed by the Reimbursing Owner. The Advancing Owner shall give written notice of demand to the City and any Reimbursing Owners, which reimbursement shall be paid directly to the Advancing Owner by the Reimbursing Owner(s) within 30 calendar days of demand. If requested by either party, the City shall provide an accounting, a calculation of pro-rata shares and shall determine what are the reasonable reimbursable costs. The City’s determinations shall be binding upon the Owners. In the event that a reimbursable cost is incurred after the 7th anniversary of the Effective Date, the City and the property owners within the Northeast Annexation Area shall address reimbursement in accordance with the terms of this Article 4 applicable to such costs. Notwithstanding the foregoing, Kilkenny-Marks Investors, LLC (“Marks”) shall not be deemed to be a Reimbursing Owner under this Agreement unless and until the later to occur of (i) the close of escrow on the sale of all or substantially all of the property owned by Marks (the “Marks Property”) to a third party, or (ii) the commencement by Marks of the development of the Marks Property, as evidenced by the issuance of a building permit or a subdivision map for the Marks Property as requested by Marks.

5. FINANCING OF INFRASTRUCTURE IMPROVEMENTS AND OTHER OBLIGATIONS.

If deemed appropriate, CITY and OWNER, along with other property owners in the Northeast Annexation Area will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of the Infrastructure Improvements and other improvements required as set forth in 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 Infrastructure Improvements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. 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.

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. CITY staff time spent on the annual review shall be charged to 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 terminate this Agreement, or exercise its remedies under Article 7 of 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 regarding Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with 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 that CITY proposes to terminate the Agreement; and,
- (c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

In the event that the City opts to pursue other remedies available under this Agreement it shall do so in accordance with the provisions of Article 7 of this Agreement

6.3 Hearing on Termination. At the time and place set for the hearing on 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 this Agreement. 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 Planning 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 anticipated development of the Property, 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 in agreeing to the terms of this Agreement and will perform extensive planning and processing for the development of the Property and will be investing even more significant time and resources in implementing future Project or Projects 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, 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, CITY may terminate 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.

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 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, provided that any such encumbrance shall be subject to the requirements of this Agreement, including but not limited to the dedication of certain property as set forth in Section 4.3 of this Agreement, which must be released from any such encumbrance prior to dedication to the CITY. 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 the payment of the fees and dedications of land 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.

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.

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. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

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
(Northeast Annexation Area—California Compass Logistics Center, LLC)**

"OWNER"

CALIFORNIA COMPASS LOGISTICS
CENTER, LLC, A DELAWARE LIMITED
LIABILITY COMPANY

By: _____
Name: Gerry Kamilos
Its: Manager
Date: _____

"CITY"

CITY OF WOODLAND
a California municipal corporation

By: _____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

Ana Gonzalez
City Clerk

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

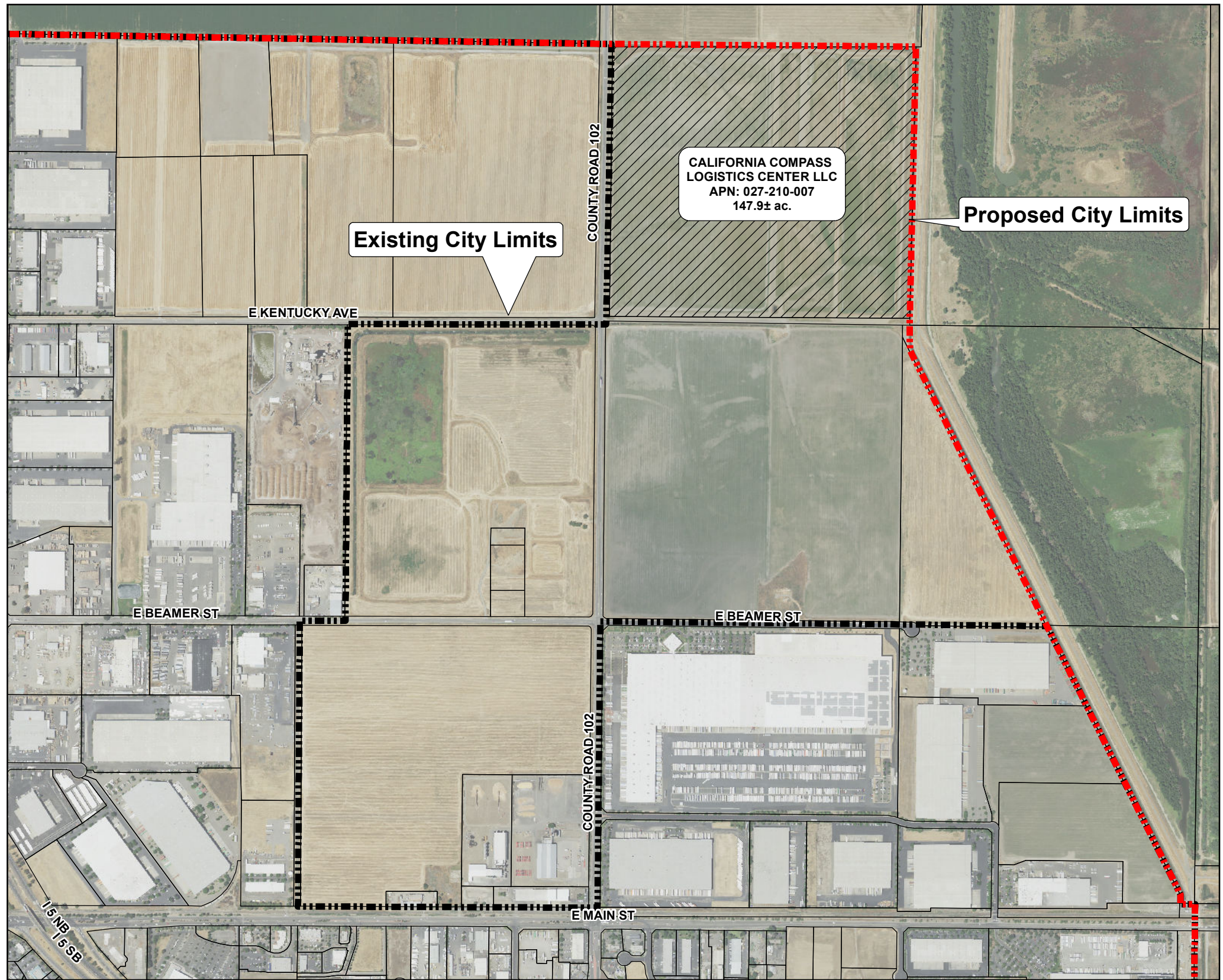
Legal Description

The land referred to herein is situated in the State of California, County of Yolo Unincorporated Area and described as follows:

All that portion of the fractional southwest quarter of Section 23, Township 10 North, Range 2 East, M.D.B. & M., more particularly described as follows:

Beginning at the northeast corner of said southwest quarter thence coincident with the Easterly boundary of said southwest quarter, South 00 degrees 52' 01' West 2403.22 feet to a point 30.00 feet north of the south boundary of said southwest quarter being also on the North boundary of Parcel 2 described in Book 277 OR 387; thence coincident with said north boundary which is parallel to and 30.00 feet northerly of the south boundary of said south west quarter North 89 degrees 16' 43' West 2616.22 feet to a point 25.00 feet easterly of and at right angles to the westerly boundary of said southwest quarter being also a point on the east boundary of a parcel described in Book 1 Road Deeds 47; thence coincident with said east boundary line North 01 degrees 05' 53" East 2410 feet to a point on the north boundary of said southwest quarter, thence coincident with said north boundary South 89 degrees 06' 39" East 2606.49 feet to the point of beginning.

APN: 027-210-007



Legend

- Existing City Boundary
- Proposed City Boundary

Existing City Limits

Proposed City Limits

CALIFORNIA COMPASS
LOGISTICS CENTER LLC
APN: 027-210-007
147.9± ac.

COUNTY ROAD 102

E KENTUCKY AVE

E BEAMER ST

E BEAMER ST

COUNTY ROAD 102

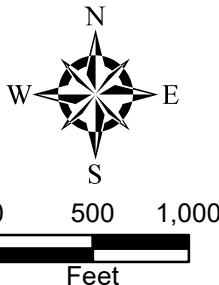
E MAIN ST

15 NB 15 SB

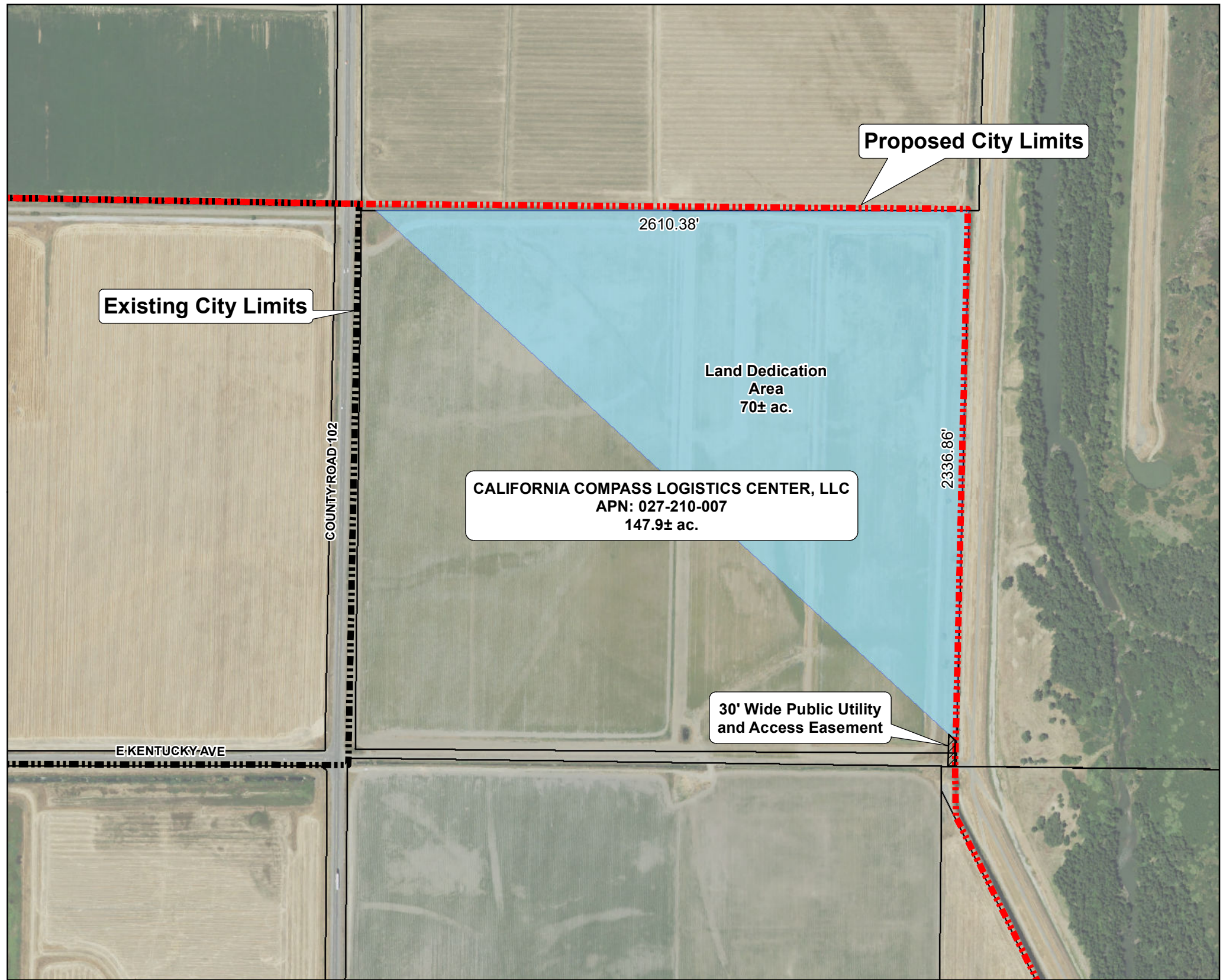
Exhibit B

CALIFORNIA COMPASS LOGISTICS CENTER, LLC

City of Woodland
County of Yolo, California



1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800



Legend

- Existing City Boundary
- Proposed City Boundary

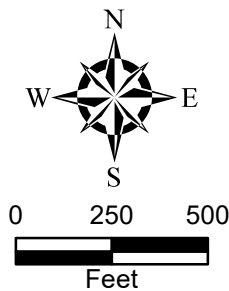


Exhibit C - Land Dedication Exhibit City of Woodland County of Yolo, California

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800

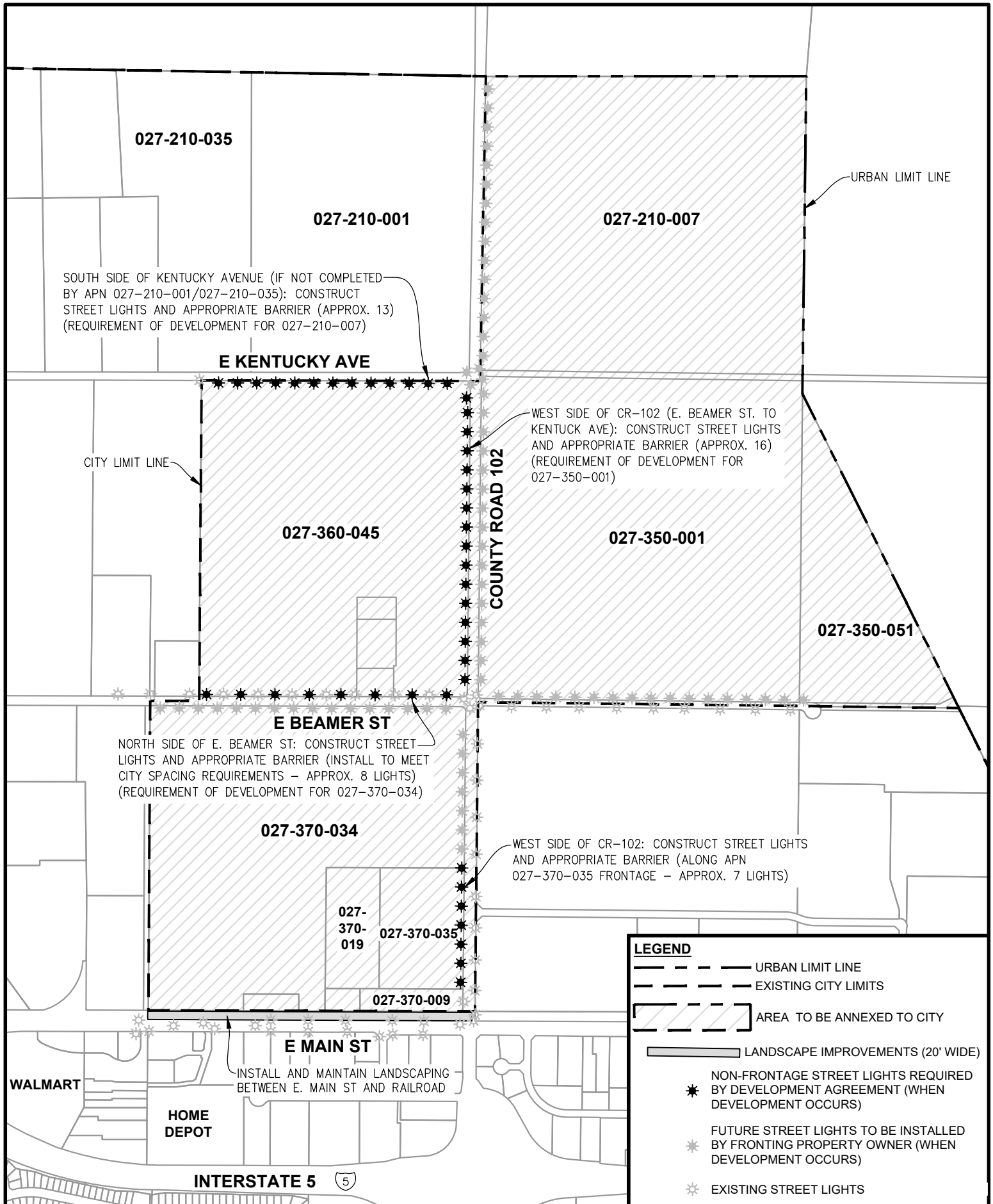
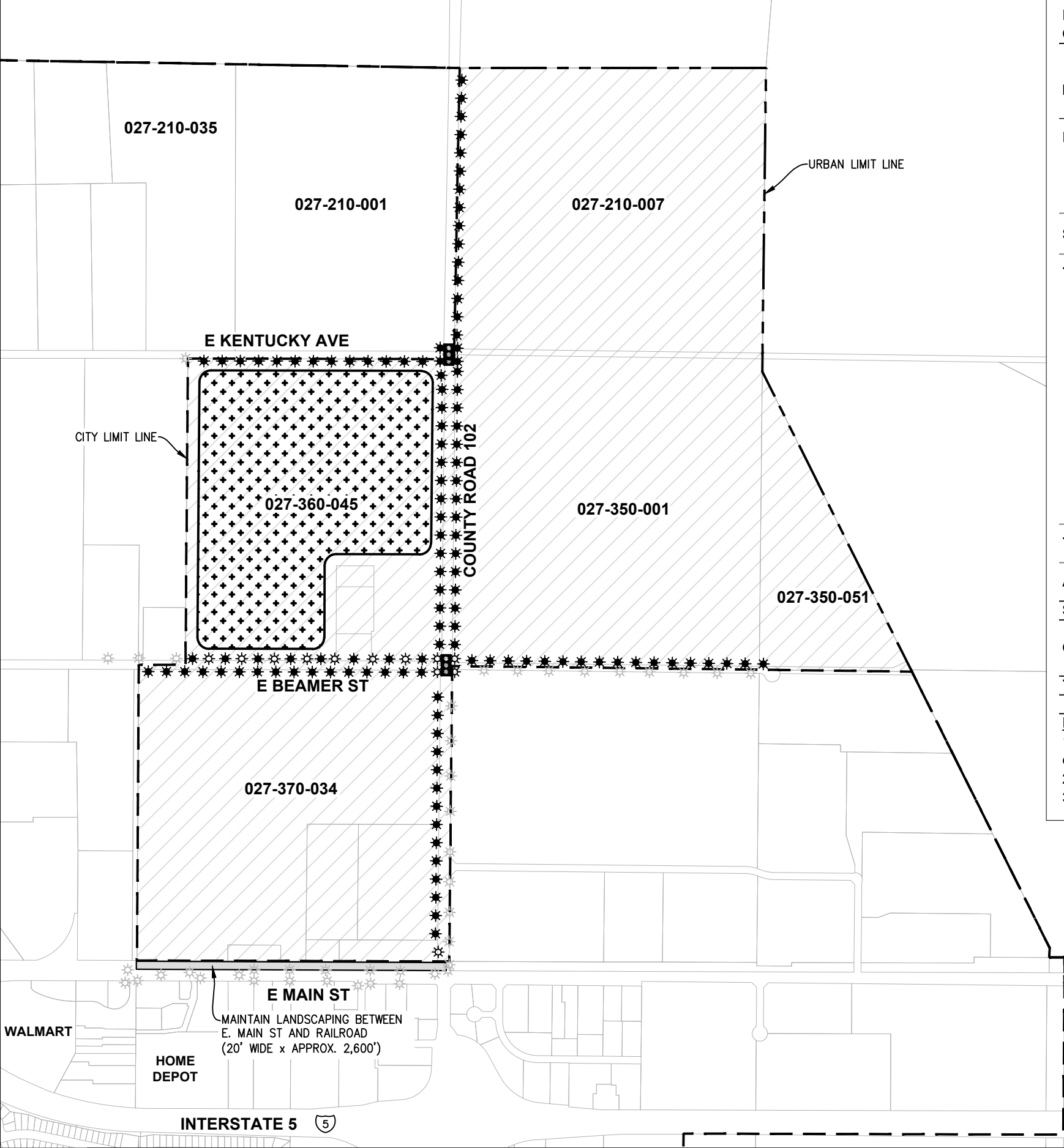


EXHIBIT D: REQUIRED INFRASTRUCTURE IMPROVEMENTS





NE Area Annexation - Maintenance Community Facilities District Operation and Maintenance Items at Full Build-Out				
Item	Unit Cost	Approximate Quantities	Units	Annual Assessment
Landscaping				
Entry Monument	TBD	1	EA	TBD
Landscaping Adjacent to Railroad - Maintenance	TBD	52,000	SF	TBD
Landscaping Adjacent to Railroad - Irrigation	TBD	52,000	SF	TBD
Storm Drainage Basin Maintenance Responsibility¹				
	TBD	1.00	LS	TBD
Traffic Signals & Lighting				
Street Lights ² (131 total to be maintained in district)				
CR-102 (7,500 LF)				
btw Main St & Beamer (2,500 lf) west side only	TBD	17	EA	TBD
btw Beamer & Kentucky (2,500 lf) both sides	TBD	36	EA	TBD
btw Kentucky & City Limit (2,500 lf) east side only	TBD	17	EA	TBD
E. Beamer (5,000 LF)				
Knaggs & City frontage (2,500 lf) both sides	TBD	31	EA	TBD
East of CR-102 (2,500 lf) north side only	TBD	17	EA	TBD
E. Kentucky (2,200 LF)				
City prop frontage (2,200 LF) south side only	TBD	13	EA	TBD
Traffic Signals ³	TBD	2	EA	TBD
TDM/VMT/Transit Program (public transportation services and administration)				
	TBD	1	LS	TBD
Administrative Fee				
	TBD	1	LS	TBD
Subtotal				TBD
Contingency				TBD
Total				TBD

Notes:
1. Storm Drainage basin maint. assumes proportionate contribution for CFD area and a proportionate contribution for the maintenance of downstream storm drainage improvements.
2. Total street light count assumes arterial roads in industrial area with spacing of 155' and lighting on both sides of street.
3. Assumes existing traffic signal at E. Beamer and CR-102 will be added to district.

LEGEND

URBAN LIMIT LINE

EXISTING CITY LIMITS

AREA TO BE ANNEXED TO CITY

LANDSCAPE MAINT. AREA (20' WIDE)

STORM DRAINAGE BASIN TO BE PARTIALLY MAINTAINED BY CFD

TRAFFIC SIGNALS TO BE MAINTAINED BY CFD

PROPOSED STREET LIGHTS TO BE MAINTAINED BY CFD

EXISTING STREET LIGHTS TO BE MAINTAINED BY CFD

EXISTING STREET LIGHTS OUTSIDE THE LIMITS OF THE CFD

Exhibit F

Uniformly Applied Development Standards and Stipulated Conditions of Approval

APPENDIX A

Uniformly Applied Development Standards and Stipulated Conditions of Approval

Final City of Woodland Annexation Initial Study

Prepared for:

City of Woodland
300 First Street
Woodland, CA 95695

Contact Info:

Erika Bumgardner
Erika.Bumgardner@cityofwoodland.org

Prepared by:

AECOM
2020 L Street, Suite 400
Sacramento, CA 95811

Contact:

Matthew Gerken
Project Manager
916/414-5800

AECOM

June 2022

1 INTRODUCTION

The following tables provide a detailed summary of the City's General Plan Policies and Implementation Programs applicable to minimizing and avoiding potential environmental impacts, as analyzed and identified through the 2035 General Plan and Climate Action Plan (CAP) Environmental Impact Report (EIR). Table A-1 identifies those General Plan Policies and Implementation Programs that would be relevant to future development within the proposed annexation areas, such that future development would be consistent with the 2035 General Plan and CAP, as applicable, and implement required measures to minimize potential environmental impacts in accordance with the 2035 General Plan and CAP EIR. Within Table A-1, the relevant policies, regulations, and development standards that would be uniformly applied to all future development within the annexation areas, as applicable, are identified. In the case that no such uniformly applied policy, regulation, or development standard currently exists to implement a required General Plan Policy or Implementation Program, then the policy or program would be enforced through a Condition of Approval on any future development within the proposed annexation areas. Table A-2 specifically identifies the Conditions of Approval that would be required of any future development within the proposed annexation areas; the City would require a project demonstrate consistency with the applicable Conditions of Approval prior to the issuance of a grading permit or improvement plans.

Table A-1. 2035 General Plan Policies and Uniformly Applied Development Standards, Policies, and Regulations Applicable to Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Aesthetic Resources	a) Have a substantial adverse effect on a scenic vista?	None required.	
Aesthetic Resources	b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	None required.	
Aesthetic Resources	c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	None required.	
Aesthetic Resources	d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	General Plan Policy 2.F.4 Light Pollution. Control artificial lighting to avoid spill-over lighting and preserve the night sky. General Plan Policy 2.F.5 Glare. Control artificial lighting to prevent glare.	Woodland Municipal Code, Title 17 Zoning, Section 17.92.060 I Industrial Zone (Performance Standards) City of Woodland Interim Zoning Ordinance 2020, Section 3.11.A4 (Exterior Lighting) City of Woodland Community

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
			Design Standards, Lighting Standards
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	General Plan Policy 2.A.3 Agricultural Mitigation. For impacts to agriculture within the Urban Limit Line, require one acre to be permanently conserved for every acre converted to urban development. The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located as close to the Woodland Urban Limit Line as possible. General Plan Policy 7.C.5. Agricultural Buffer. Require 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. Equivalent means of providing agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.	City of Woodland Municipal Code, Section 15.33 Condition of Approval required for General Plan Policy 7.C.5; see Table A-2.
Agricultural and Forestry Resources	b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	None required.	
Agricultural and Forestry Resources	c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	None required.	
Agricultural and Forestry Resources	d) Result in the loss of forest land or conversion of forest land to non-forest use?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Agricultural and Forestry Resources	e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	None required.	
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.	
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Implementation Program 7.18. New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch.	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Condition of Approval required for General Plan Implementation Program 7.18; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.	
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors.	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Conditions of Approval required for General Plan Policy 7.F.3, and Implementation Programs 7.17 and 7.19; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City's land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source's operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.	
	d) Result in other emissions (such as those leading to	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	odors) adversely affecting a substantial number of people?		
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the annexation areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) Migratory Bird Treaty Act, 16 U.S.C. Section 703, et. Seq Protection of Bird Nests and Raptors, California Fish and Game Code, Section 3503 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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 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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. <i>Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP:</i> Suitable habitat for the western burrowing owl is present within the proposed	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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.	
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.8 Native and Compatible Non-Native Plant Species. 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. General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. Implementation Program 7.6. If the project would result in fill or alteration of a waterway or any body of water supporting riparian forest habitat, the City will require project proponent/s to notify the California Department of Fish and Wildlife, obtain a Lake and Streambed Alteration Agreement if determined necessary by the California Department of Fish and Wildlife, and comply with all conditions of the Lake and Streambed Alteration Agreement. General Plan Implementation Program 7.4. (See Biological Resource impact area a) above)	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) City of Woodland Community Design Standards, Landscaping California Fish and Game Code Section 1602 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4. (See Biological Resources impact area a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete a delineation of waters of the United States	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance City of Woodland Community Design Standards, Landscaping Clean Water Act, Section 401 and

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	other means?	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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.	Section 404 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i> To ensure appropriate review of potential impacts to wetlands and other waters of the United States, Conditions of Approval required for General Plan Implementation Program 7.5 and Compliance Measures Bio 2; see Table A-2.
Biological Resources	d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with	None required.	

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	established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		
Biological Resources	e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	None required.	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.	
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.13. a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist¹ 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).	California Public Resources Code 5097 Archaeological Resources Protection Act (16 U.S. Code 470aa-470mm) National Historic Preservation Act (54 U.S. Code Section 300101 et seq.) Conditions of Approval required

¹ 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 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 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.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training 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.	for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources; see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.	
Cultural Resources	c) Disturb any human remains, including those interred outside of formal cemeteries?	General Plan Implementation Program 7.14. a. 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: - the coroner shall contact the Native American Heritage Commission within 24 hours; - 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 - 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	California Health and Safety Code, Section 7050 through 7052 California Native American Graves Protection and Repatriation Act, Health and Safety Code, Division 7, Part 2, Chapter 5 Section 8010 through 8030 National Historic Preservation Act (36 CFR 60) Procedures for the Protection of Historic Properties (33 CFR 325 Appendix C)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		(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.	
Energy	a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan. General Plan Policy 3.E.4 Interconnected Network. Require new development to create complete pedestrian networks with linkages such as walkways, paseos, and shared-use paths that interconnect pedestrian facilities. Policy 3.F.4 Bicycle Facilities. Require residential, commercial, and industrial developments to include bicycle lanes or pathways in accordance with the Bikeway Master Plan or Specific Plans when constructing new roadways or upgrading existing streets. General Plan Policy 5.H.9 Reduce Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible.	City of Woodland Municipal Code 13.32 for Water Conservation City of Woodland Municipal Code Article 17.112 for Landscaping. City of Woodland Interim Zoning Code Section 3.06.E.7 through 10, and 11 for connectivity, pedestrian access, outdoor spaces and shading within Community Commercial Zones. City of Woodland Community Design Standards California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7, Model Water Efficient Landscape Ordinance
Energy	b) Conflict with or obstruct a state or local plan for renewable energy or energy	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	See Energy impact topic a) above.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	efficiency?		
Geology, Soils, Minerals Resources, and Paleontological Resources	a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.) ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?	General Plan Policy 8.A.1. Minimize Seismic Risk. Continue to maintain and enforce appropriate standards to ensure new development is designed to meet current safety standards associated with seismic activity. Require public and private development to be located, designed, and constructed to minimize the risk of loss of life and injury in the event of a major earthquake or other natural disaster. General Plan Policy 8.A.2. Geologic-Seismic Analysis. Require the preparation of a soils engineering and geologic-seismic analysis prior to permitting development in areas prone to geological or seismic hazards (i.e., groundshaking, liquefaction, expansive soils).	City of Woodland Municipal Codes Chapter 15.04 Building Codes Earthquake Hazards Reduction Act, Public Law 95-124 California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law) California Code of Regulations Title 5, Division, Chapter 14, Sections 14001–14036
Geology, Soils, Minerals Resources, and Paleontological Resources	b) Result in substantial soil erosion or the loss of topsoil?	General Plan Policy 5.I.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater;	City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) for compliance with the City's Phase II MS4 permit with the State Water

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		- Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; - Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; - Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; - On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; and - Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses. General Plan Policy 5.I.5. Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities.	Resources Control Board California State Water Resources Control Board General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Geology, Soils, Minerals Resources, and Paleontological Resources	c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	None required.	
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	General Plan Policy 8.A.3. Expansive Soils. Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.	Condition of Approval required for General Plan Policy 8.A.3; see Table A-2.
Geology, Soils, Minerals Resources, and Paleontological Resources	e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for	General Plan Policy 5.H.6. Connection to Sewer System. Require all sewage generators within its service area to connect to the City's system, except those areas where the City has determined a connection to the City's sewage collection system would be infeasible. General Plan Implementation Program 5. 14. Where soils are proposed for use as leach fields associated with wastewater treatment, the City shall require a site-	City of Woodland Municipal Code Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.020 City of Woodland Municipal Code

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	the disposal of waste water?	specific evaluation by a licensed geotechnical engineer regarding the soil suitability, including a perc test, as appropriate. All septic systems or other forms of on-site wastewater treatment and disposal facilities shall be designed by a licensed geotechnical or civil engineer. On-site wastewater treatment systems shall be designed to meet the following parameters: • provide available effective absorptive area in both primary and reserve disposal fields; • provide appropriate separation between the disposal field bottom and groundwater or a restrictive soil layer; • factor the ground slope in both the primary and reserve disposal field areas; • factor the influent wastewater strength and quantity in wastewater system design; • accommodate requirements for setbacks from wells, surface waters, and property boundaries; and • provide treatment of wastewater such that it does not adversely affect water quality or endanger public health.	Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.030
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.15. • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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	Conditions of Approval required for General Plan Implementation Program 7.15; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		can resume at the site where the paleontological resources were discovered.	
Greenhouse Gas Emissions	a, b) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purposes of Reducing Emissions of Greenhouse Gas Emissions?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	City of Woodland Municipal Code Article 17.112 for Landscaping. California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance Condition of Approval required for implementation of General Plan Policy 2.C.2; see Table A-2.
Hazards and Hazardous Materials	a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010 City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous	b) Create a significant hazard to the public or the	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Materials	environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous Materials	c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	None required.	
Hazards and Hazardous Materials	d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	None required.	
Hazards and Hazardous Materials	e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or	None required.	

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	working in the project area?		
Hazards and Hazardous Materials	f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	None required.	
Hazards and Hazardous Materials	g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	None required.	
Hydrology and Water Quality	a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		General Plan Policy 5.1.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff.	
Hydrology and Water Quality	b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that there the project may impede sustainable groundwater management of the basin?	General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Hydrology and Water Quality	c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	i) Result in substantial erosion or siltation on- or off-site; ii, iii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; iv) Impede or redirect flood flows.	runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design. General Plan Policy 5.I.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. General Plan Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff. General Plan Policy 8.B.2. Flood Hazard Evaluation. Require evaluation of potential flood hazards prior to approval of development projects. Require proponents of new development to submit accurate topographic and flow characteristics information. This will include depiction of the 200-year floodplain boundaries under fully developed, pre- and post-project runoff conditions. General Plan Policy 8.B.3. New Development in Flood Hazard Zones. No subdivisions, development agreements, or permits that would place development within a flood hazard zone can be approved unless the City makes explicit findings that either existing flood management facilities provide an adequate level of protection from flooding, the City has conditioned the project to provide an adequate level of protection, or the local flood management agency has made adequate progress on the construction of a flood protection system that will provide adequate protection. <i>[Further detailed requirements of review are</i>	City of Woodland Municipal Code, Chapter 15.12. City of Woodland Municipal Code, Chapter 17.96 SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		<i>provided on page SE-59 of the 2035 General Plan]</i> General Plan Policy 8.B.5. Protective Structures. Require installation of protective structures or other design measures to protect proposed building and development sites from the effects of flooding. General Plan Policy 8.B.7. Adjacent Property. Require that new flood management projects or development within areas subject to flooding ensure that floodwaters will not be diverted into adjacent property to increase flood hazards on properties located elsewhere unless secured through a flood easement or fee title buyout. General Plan Policy 8.B.11. Levee Inundation Area. Require new development in levee inundation areas to conduct an analysis of risk from levee failure.	
Hydrology and Water Quality	d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	None required.	
Hydrology and Water Quality	e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	See Hydrology and Water Quality impact questions a) and b) above.	
Land Use and Planning	a) Physically divide an established community?	None required.	
Land Use and Planning	b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	None required.	
Mineral Resources	a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Mineral Resources	b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	None required.	
Noise and Vibration	a) Generation of a substantial temporary or permanent 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?	General Plan Policy 8.G.3 Noise Exposure from Transportation Sources. Require noise-reducing mitigation to meet allowable outdoor and indoor noise exposure standards in Table 8-7 [of the 2035 General Plan]. Noise mitigation measures that may be approved to achieve these noise level targets include but are not limited to the following: • Construct facades with substantial weight and insulation; • 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 minimum setbacks and exterior barriers; • 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. General Plan Policy 8.G.5 New Noise-Sensitive Receptors. Prohibit development of new noise-sensitive receptors where the noise level due to non-transportation noise sources will exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of the new development, unless effective noise mitigation measures have been incorporated into the development design to achieve the standards. Create peaceful outdoor spaces where possible, but acknowledge that particular ambient outdoor thresholds may not always be achievable. Require noise mitigation to assure acceptable interior noise levels appropriate to the land use type: • 45 dB L_{dn} for residential, transient lodgings, hospitals, nursing homes, and other uses where people normally sleep; and • 45 dB L_{eq} (peak hour) for office buildings and similar uses. General Plan Policy 8.G.6 New Non-Transportation Noise Sources. Require that noise created by new non-transportation noise sources be mitigated so as not to exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of lands designated for noise-	City of Woodland Municipal Code, Title 17 Zoning, Chapter 17.92 Industrial Zone, Section 17.92.060 Performance Standards City of Woodland Construction Noise Guidelines, Municipal Code, Section 9.28.090 (Noise Ordinance) City of Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.7.g (Noise Standards) City of Woodland Community Design Standards, Site Planning for Commercial Development City of Woodland Municipal Code, Section 9.52 (Right to Farm Ordinance)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		sensitive receptors. General Plan Policy 8.G.7 Roadway Improvements. Where existing noise-sensitive receptors may be exposed to increased noise levels due to increased roadway capacity and increases in travel speeds associated with roadway improvements, apply the following criteria to determine the significance of increases in noise related to roadway improvement projects: • Where existing traffic noise levels are less than 70 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +5 dB L_{dn} increase in noise levels due to a roadway improvement project, will be considered significant; and • Where existing traffic noise levels range between 70 and 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +3 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant; and • Where existing traffic noise levels are greater than 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +1.5 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant. General Plan Policy 8.G.8 Site and Building Design. Orient buildings such that the noise sensitive portions of a project are shielded from noise sources. General Plan Policy 8.G.9 Existing Development. Promote the use of noise attenuation measures to improve the acoustic environment where existing noise sensitive uses are located in noise-impacted environments, such as along arterial streets or adjacent to noise-producing uses. For non-conforming uses, the burden of noise attenuation falls on the non-conforming use. For allowed uses, the burden falls on the newest use, subject to possible later reimbursement based on benefit received by later use. Allowed uses that are developed simultaneously will share the burden of noise attenuation. General Plan Policy 8.G.10 Right-to-Farm Ordinance. Support the City and County’s right-to-farm ordinances, especially as they relate to noise emanating from agricultural operations adjacent to urban uses, by requiring notification of the potential impacts to adjacent property owners, purchasers, residents, and users. General Plan Policy 8.G.11 Construction Noise. Consider 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. General Plan Policy 8.G.13 Noise Attenuation Barriers. Noise attenuation barriers are strongly discouraged, expect to attenuate noise for existing developed uses, and may be used in the context of new development only when no other approach to noise mitigation is feasible.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		General Plan Policy 8.G.14 Vehicle Traffic. New developments shall disperse vehicular traffic onto a network of fully connected smaller roadways and minimize funneling of local traffic onto large-volume, high speed roadways near existing or planned noise-sensitive uses to the maximum extent feasible. General Plan Policy 8.G.15 Operational Noise. In new development areas, service, utility, loading areas, roof-mounted equipment, and noise-generating equipment shall be screened, designed, and located to reduce visibility and noise for surrounding properties and pedestrian areas. General Plan Implementation Program 8.13. - 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. - 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 5 minutes. - 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;	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		• 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. d. 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.	
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	General Plan Implementation Program 8.12. 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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. General Plan Implementation Program 8.13; see Noise and Vibration checklist item a) above.	Condition of Approval required for implementation of General Plan Implementation Program 8.12; see Table A-2.
Noise and Vibration	c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Population and Housing	a) 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)?	None required.	
Population and Housing	b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	None required.	
Public Services	a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: Fire Services? Police Protection? Schools? Parks? Other Public Facilities?	General Plan Policy 5.B.4. Development Project Requirements. Require development projects to develop and/or fund fire protection facilities, equipment, personnel, and operations and maintenance that maintain the City's standards, as demonstrated through positive fiscal impacts or through specific funding mechanisms in the event of fiscal deficits.	City of Woodland Community Risk Reduction Division Plan Submittal, Review and Inspection
Recreation	a) Would the project increase the use of existing neighborhood and regional	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		
	b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	None required.	
Transportation	a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	General Plan Policy 2.J.6. Multimodal Access. Require convenient, attractive, and safe pedestrian, bicycle, and transit connections both within commercial centers and between centers and surrounding neighborhoods and other destinations. General Plan Policy 3.A.11. New Development. Require all new development to provide convenient bicycle and pedestrian environments and access through building orientation, site layout, traffic management, and connections to transit service and local commercial and community facilities. Development must provide appropriate pedestrian amenities such as street lighting, benches, arcades, canopies, shade trees, art, and seating areas.	City of Woodland Interim Zoning Code Section 3.06.E.7, Connection within Community Commercial Zones City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications City of Woodland Community Design Standards California Building Code, Title 24
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT). Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings. reducing peak period VMT in particular is desirable due to the added benefit of minimizing severe congestion and reducing emissions. use of VMT reduction strategies such as those in the chart below [<i>see General Plan page TC 3-22</i>] (taken from quantifying Greenhouse Gas	Condition of Approval required to implement General Plan Policy 3.A.4; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		Mitigation Measures, CAPCOA, 2010) or similar professional research documents is encouraged.	
Transportation	c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Transportation	d) Result in inadequate emergency access?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its	Conditions of Approval Required, see Cultural Resources Impact Topic a), above.	California Public Resources Code Division 5, Chapter 1.75 Section 5097.9 et. seq. Conditions of Approval required for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

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	discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?		
Utilities	a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	General Plan Policy 5.H.9. Reduced Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate and the number of required drain inlets; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration;	Woodland Municipal Code Chapter 13.32, Water Conservation City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		- Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and - Innovative engineering practices that allow for compact, connected, and walkable urban design.	
	b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	None required.	
	c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	None required.	
	d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	None required.	
	e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	General Plan Policy 5.J.2. New Development. Require waste collection in all new development and ensure that all new development complies with applicable provisions of the City of Woodland Source Reduction and Recycling Element and the Yolo County Integrated Waste Management Plan.	City of Woodland Municipal Code Chapter 13.36 AB 341: Mandatory Commercial Recycling (MCR) Program AB 1826: Mandatory Commercial Organics Recycling (MORE)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
			Program SB 1383: Short-Lived Climate Pollutant (SLCP) Reduction Strategy
Wildfire	a) If Located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project: i) Substantially impair an adopted emergency response plan or emergency evacuation plan? ii) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? iii) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	iv) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?		

Notes:

AMM	=	avoidance and minimization measures
BMPs	=	best management practices
CAP	=	Climate Action Plan
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
dB	=	decibel
EIR	=	Environmental Impact Report
HCP	=	Habitat Conservation Plan
L _{dn}	=	Day-Night Average Sound Level
L _{eq}	=	Equivalent Sound Level
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District

Table A-2. Conditions of Approval Required of Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Aesthetic Resources	a) through d)	None. Applicable municipal codes and regulations provided in Table A-1.
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on	Condition of Approval required to implement buffer requirements stipulated by General Plan Policy 7.C.5. Agricultural Buffer: Require 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. Equivalent means of providing

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Condition of Approval required to implement emissions reductions requirements stipulated by General Plan Implementation Program 7.18: New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch. k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors. d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City’s land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source’s operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	Condition of Approval to implement requirements stipulated by the City of Woodland Municipal Code Chapter 15.32 for the implementation of the Yolo HCP/NCCP, for all proposed future development, by-right and discretionary, within the annexation areas. This shall achieve the intent of General Plan Policy 7.B.11 and Implementation Program 7.4: General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the Annexation Areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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 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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP: Suitable habitat for the western burrowing owl is present within the proposed annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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.
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.11 and Implementation Program 7.4. (See Biological Resource impact area a) above)
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.11.B and Implementation Program 7.4. (See Biological Resources impact area

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	(including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete 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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource	Condition of Approval required to implement requirements stipulated by: General Plan Implementation Program 7.13.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	pursuant to Section 15064.5?	a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist² 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). b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training Prior to ground-disturbing activities necessary to implement proposed development and infrastructure

² 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 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 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.

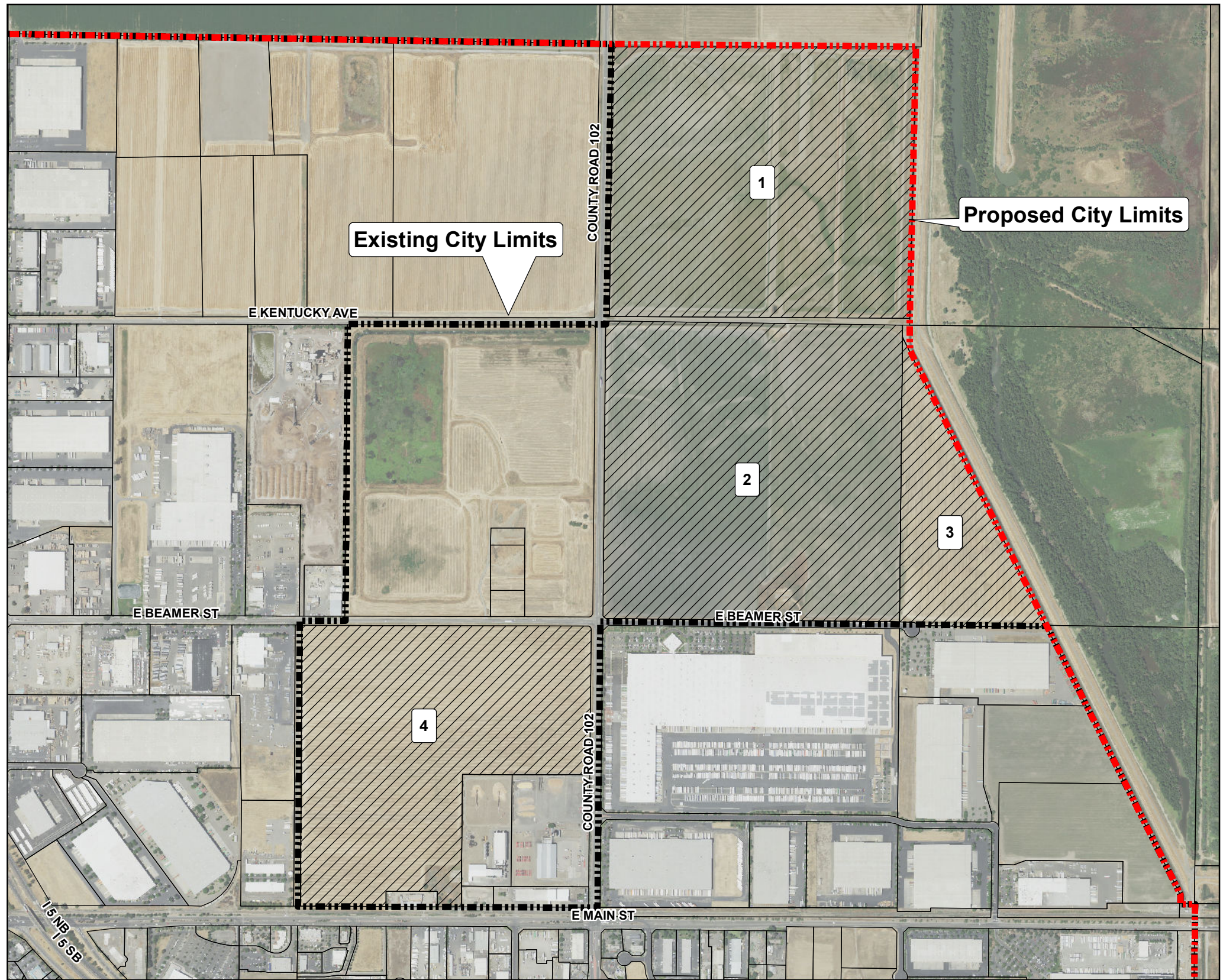
Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric cultural resources that may be discovered during project implementation.
Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.E.2. Discovery of Resources. see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above.
Energy	a) and b)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and Paleontological Resources	a) through c) and e)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	Condition of Approval required to ensure evaluation and siting with regard to expansive soils in accordance with General Plan Policy 8.A.3. Expansive Soils: Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Condition of Approval required to ensure appropriate action in the case of discovery of paleontological resources, in accordance with General Plan Implementation Program 7.15: • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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.
Greenhouse Gas	a) and b)	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Emissions		consistent with the objectives and targets of the City's Climate Action Plan.
Hazards and Hazardous Materials	a) through g)	None. Applicable municipal codes and regulations provided in Table A-1.
Hydrology and Water Quality	a) through e)	None. Applicable municipal codes and regulations provided in Table A-1.
Land Use and Planning	a) and b)	None required.
Mineral Resources	a) and b)	None required.
Noise and Vibration	a)	None. Applicable municipal codes and regulations provided in Table A-1.
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	Condition of Approval required to ensure compliance with the performance standards to reduce short-term and long-term vibration, in accordance with General Plan Implementation Program 8.12: 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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.
Noise and Vibration	c)	None required.
Population and Housing	a) and b)	None required.
Public Services	a)	None required.
Recreation	a) and b)	None required.
Transportation	a), c), and d)	None required.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Condition of Approval required to ensure compliance with the performance standards to reduce vehicle miles travelled, in accordance with General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT) : Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings.
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	Condition of Approval required to implement requirements stipulated by General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.
Utilities	a) through e)	None required.
Wildfire	a)	None required.

Notes:

AMM	=	avoidance and minimization measures
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
HCP	=	Habitat Conservation Plan
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District



Legend

Existing City Boundary

Proposed City Boundary

Northeast Annexation Area

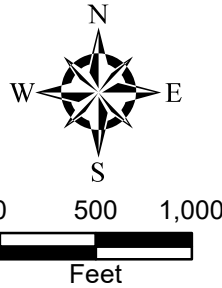
KEY NUMBER	APN	ACRES
1	027-210-007	147.90
2	027-350-001	157.00
3	027-350-051	37.71
4	027-370-034	113.20

Exhibit G - Northeast Annexation Area

City of Woodland
County of Yolo, California

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF WOODLAND AND KNAGGS COMMERCIAL PROPERTIES
COMPANY, L.P. FOR THE NORTHEAST ANNEXATION AREA APN: 027-370-034**

WHEREAS, in June 2021, the City of Woodland (“City”) received applications Planning Applications PLNG 21-00047 from Knaggs Commercial Properties Company, L.P. (“Owners”) representing a land owner within the Northeast Annexation Area (“Project”), requesting annexation of approximately 113 acres (“Annexation Area”) into the City, and is located in the northeastern portion of the City’s SOI, northwest of CR102 and E. Main Street; and

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

WHEREAS, pursuant to Government Code Section 65864 et seq., the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, Knaggs Commercial Properties Company, L.P. (“Owner”) proposes to annex certain real property located in Yolo County into the City of Woodland (“Property”), more particularly described in the Development Agreement, attached hereto as **Exhibit “A”** and incorporated herein by reference, for future industrial use; and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the development of the Property will achieve the goals of the City’s General Plan (“General Plan”); and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Property in furtherance of the goals of the General Plan; and

WHEREAS, the City Council has found that the Development Agreement is consistent with the City’s General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Property, the Developer requires assurances that future development can proceed in the manner as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with future development within the annexation area; and

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached a mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Prezoning application, annexation, and the Development Agreement; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just, and reasonable, and consistent with the General Plan. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is consistent with the General Plan; (iii) the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on October 19, 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 and voted 5-0, with two members absent, to recommend City Council approve the Prezoning; and

WHEREAS, the City Council held a duly-noticed public hearing on November 7, 2023, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed annexation and prezoning is exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing general plan policies for which an EIR was certified; and

WHEREAS, The City has conditioned the approval of the annexation on the implementation of applicable Conditions of Approval and requirements included within respective Development Agreements to ensure that all policies from the City's General Plan developed for the purpose of minimizing and avoiding environmental impacts, and not otherwise achieved through uniformly applied policies, regulations, and development standards, are implemented as future development is proposed; and

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Annexation Areas and to other parties on or before October 29, 2023, and duly published in the Woodland Daily Democrat on October 4 and October 29, 2023, providing notice of the City Council's November 7, 2023, public hearing regarding the Citywide Annexation including City Council consideration of the Development Agreement; and

WHEREAS, on November 7, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice was provided in accordance

with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as “**Exhibit A**” and incorporated herein by this reference.

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5(b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is 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 the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”) have been met with respect to the Development Agreement, which was found to be exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing General Plan policies for which an EIR was certified, and prior to approving the Development Agreement, the City Council considered the proposed annexations subject to uniformly applied policies, regulations, and development standards that implement the 2035 General Plan, as applicable to any future development located within the annexation areas. Where the 2035 General Plan includes policies and implementation programs developed for the purposes of minimizing and avoiding environmental impacts and that would not be otherwise enforced through existing regulations, the City would enforce implementation of such policies and implementation programs through Conditions of Approval or requirements incorporated within the respective Development Agreement.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 7th day of November, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:

ADOPTED:

EFFECTIVE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

EXHIBIT A
DEVELOPMENT AGREEMENT
[Insert Development Agreement]

Recording Requested By
And When Recorded Mail To:
City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Clerk

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

**DEVELOPMENT AGREEMENT
(Northeast Annexation Area—Knaggs Commercial Properties Company)**

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

**KNAGGS COMMERCIAL PROPERTIES COMPANY, L.P.,
a California limited partnership**

DEVELOPMENT AGREEMENT
(Northeast Annexation Area—Knaggs Commercial Properties Company)

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 KNAGGS COMMERCIAL PROPERTIES COMPANY, L.P., a California limited partnership (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 owns in fee or has a legal or equitable interest in the Property, as defined herein, which OWNER seeks to annex to the CITY, and further has requested CITY to enter into a development agreement for the Property, 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 CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY, whether by action of future City Councils or voter initiative; 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 this Agreement; this Agreement, the proposed annexation and rezoning are exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing general plan policies for which an EIR was certified; and

WHEREAS, this Agreement is consistent with the CITY’s General Plan; and

WHEREAS, the development of the Property as provided for herein is conditioned by this Agreement, is conditioned on the Property first meeting a 200-year level of flood protection, in accordance with the requirements of the City’s General Plan, and the Council hereby finds that this Agreement includes conditions that will protect the property to the urban level of flood projection for the City in conformance with Government Code Section 65865.5(a)(2); 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 future development of the Northeast Annexation Area, 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.

COVENANTS

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 “Annexation Date” means the date upon which the Property is annexed into the City.

1.1.3 “Approval”, “Approve” or “Approved” as used in this Agreement means approvals which shall not be unreasonably withheld, conditioned or denied, except in those cases where the approval refers to a legislative decision of the CITY or approval in the CITY’s sole discretion.

1.1.4 “CITY” means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.5 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising a Project or Projects as approved pursuant to Subsequent Development Approvals 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.

1.1.6 “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) tentative subdivision maps, tentative parcel maps, and final subdivision and parcel maps;
- (b) conditional use permits and plot plans;
- (c) zoning;
- (d) grading and building permits.

1.1.7 “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.

1.1.8 “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. Development Impact Fees as defined herein shall comply with and be adopted and administered in conformance with the requirements of the Mitigation Fee Act (Gov’t Code §§66000 *et seq.*).

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “General Plan” means the City of Woodland General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.11 “Infrastructure Improvement” or “Infrastructure Improvements” means those public improvements required to support the development of the Property or which Developer has agreed to install pursuant to the terms of this Development Agreement as described and depicted in Exhibit “D” .

1.1.12 “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.

1.1.13 “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.

1.1.14 “Northeast Annexation Area” is that certain undeveloped area designated for industrial development in the City’s General Plan which is to be annexed into the City, as more particularly depicted in Exhibit “G” to this Agreement. The Property is part of the Northeast Annexation Area, along with property owned by three other property owners who are simultaneously entering into development agreements concurrently with this Agreement. Certain Infrastructure Improvements to be constructed by OWNER or for which OWNER will contribute funds will benefit the Northeast Annexation Area generally.

1.1.15 “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.

1.1.16 “Project” means the development of the Property pursuant to Subsequent Development Approvals. OWNER may develop the Property as one or multiple Projects, at OWNER’s discretion.

1.1.17 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.18 “Public Improvement Agreement” means an improvement agreement required to be entered into pursuant to Woodland Municipal Code Section 16.44.020 to ensure completion of any public improvements required pursuant to the Subdivision Map Act (Gov’t Code Section 66410 *et seq.*) or the City’s Subdivision Ordinance (Woodland Municipal Code Title 16). The terms and requirements of the Public Improvement Agreement are described in Woodland Municipal Code Section 16.44.020, as it may be amended from time to time.

1.1.19 “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 3.5 of this Agreement.

1.1.20 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date of this Agreement in connection with development of the Property.

1.1.21 “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” — City Land to be Conveyed

Exhibit “D” — Description and Depiction of Required Infrastructure Improvements

Exhibit “E” — Maintenance Community Facilities District Exhibit

Exhibit “F” — Uniformly Applied Development Standards and Stipulated Conditions of Approval

Exhibit “G” Depiction of Northeast Annexation Area

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, unless otherwise agreed to in writing by the CITY.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property.

2.3 Term. The term of this Agreement shall commence on the Effective Date, except that the rights and obligations of this Agreement with respect to the Property are not effective until the Annexation Date. The term shall continue for a period of thirty (30) years from the Effective Date unless this term is modified or extended pursuant to the provisions of this Agreement, except that in the event that the Property is not annexed into the City within five (5) years of the Effective Date, then this Agreement shall automatically terminate and have no further force or effect..

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 of the Property or a portion thereof, and shall provide CITY with (1) an executed assignment and assumption agreement, in a 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 rights, 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 assignment and assumption agreement.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a curable default by OWNER and the purchaser, transferee or assignee of the Property under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the assignment and assumption 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 assignment and assumption agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any assignment and assumption of the Development Agreement 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 direct legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in material 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 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 legal parcel, which exists or has been created through the recordation of a subdivision or parcel map subject to provisions of a partial assignment and assumption agreement in a form 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, provided that any such assignment and assumption agreement must expressly state which party shall take responsibility for any remaining Improvements to be constructed pursuant to this Agreement. Within thirty (30) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, shall approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.5 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER on any Retained Property which shall be 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 a successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868. 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. 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.

2.6 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) Development of the entirety of the Property in accordance with the terms of this Agreement including issuance of all required occupancy permits 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 by 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.

2.7 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) 661-5930
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 551-2825
Email: ethan.walsh@bbklaw.com

If to OWNER:

Knaggs Commercial Properties Company, LP
Attention Ken Astle
83 Scripps Drive, Suite 210
Sacramento, Ca 95825

with a copy to:

Rubicon Partners, Inc.
Attention : Peter C Thompson
2998 Douglas Blvd, Suite 115
Roseville, CA 95661

(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. OWNER shall have the right to develop the Property in accordance with, and to the extent of, the General Plan and the Zoning Code as applied to the Property at the time of consideration of each Project proposed to be developed by OWNER on

the Property. Nothing in this Agreement shall limit any vested rights that OWNER may secure through statutory or common law procedures as may be available under California law, including but not limited to the filing of a vesting tentative map in accordance with the Subdivision Map Act and the City's Subdivision Ordinance.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement 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 those set forth in the General Plan and Zoning Code as of the date that the CITY considers each Development Approval. In connection with all Subsequent Development Approvals, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers 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 herein provided that such development complies with all conditions and requirements of 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.

3.4 Changes and Amendments. The parties acknowledge that development of the Property will require Subsequent Development Approvals. At the time that OWNER deems appropriate, OWNER shall apply for a Subsequent Development Approval to proceed with development of the Property, and CITY shall process and act on such application in accordance with the General Plan and Zoning Code designation for the Property applicable at the time of consideration of the Subsequent Development Approval based on Sections 3.1 and 3.2 of this Agreement, along with the then applicable Land Use Regulations, except as otherwise provided by this Agreement. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall not require an amendment to this Agreement provided such approvals do not:

(a) Alter the permitted uses of the Property from what is allowed under the General Plan and Zoning Code; or,

(b) Increase the density or intensity of use of the Property from what is allowed under the General Plan and Zoning Code; or,

(c) Increase the maximum height and size of permitted buildings from what is allowed under the General Plan and Zoning Code; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole.

3.5 Reservations of Authority.

3.5.1 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, all of which must be non-discriminatory when comparing the Property with other similar developments or areas of defined benefit within the City:

(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 General Plan.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

(e) Regulations which conflict with this Agreement but which the City has demonstrated, based on substantial evidence, are reasonably necessary to protect a verifiable threat to 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, the General Plan and the Zoning Code, including but not limited to new or updated design review regulations applicable to the Property. 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.

3.5.2 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 General Plan and Zoning Code applicable to the Subsequent Development Approvals at the time of consideration based on this Agreement, 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 Agreement.

3.5.3 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 3.5.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.5.4 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.

3.6 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.

3.7 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required by any Development Approval, Land Use Regulation or this Agreement to construct any public improvement on land not owned by OWNER (together, "Offsite Improvements"), 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 Offsite Improvements, 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 ninety (90) 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 3.7. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.7 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 3.7 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.

3.7.1 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. OWNER acknowledges and agrees that in the event OWNER directs CITY to cease proceedings and does not otherwise provide for the Offsite Improvements in a manner that is satisfactory to the City, OWNER may not be able to proceed with the development of the Property.

3.8 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.

3.9 Tentative Subdivision Maps and Tentative Parcel Maps. With respect to applications by OWNER for tentative maps for portions of the Property, CITY agrees that OWNER may file and process such tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. Any tentative maps approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus (ii) such time extensions authorized by state law currently or in the future. OWNER shall further be permitted to request extensions as permitted by Woodland Municipal Code Section 16.28.010(B), as it may be amended from time to time.

3.10 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project. OWNER shall contract with the CITY for CITY-owned or operated utilities serving the Project for such prices and on such terms as may be mutually agreed to between the parties.

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 of the Property in the absence of this Agreement 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.

4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee. Development Impact Fees shall be paid by OWNER. The Development Impact 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 impose new Development Impact Fees or amend the amounts of existing Development Impact 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. CITY and OWNER acknowledge and agree that Development Impact Fees shall be adopted and implemented by CITY in conformance with the Mitigation Fee Act (Government Code Section 66000 *et seq.*) and any other applicable laws and nothing herein shall limit or restrict OWNER's rights to object to or challenge Development Impact Fees adopted by the City in the manner and to the extent permitted under the Mitigation Fee Act.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits.

4.2.3. Compliance with Section 66006. The City acknowledges that in accordance with Government Code Section 65865(e), the City shall comply with Government

Code Section 66006 with respect to any fee it receives or cost it recovers pursuant to this Agreement.

4.3 Dedication of Land/Conveyance of City Land. OWNER shall provide any dedications required pursuant to any subdivision or parcel maps processed by City in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time, and any dedications that are required as mitigation measures that are required in response to the traffic study prepared pursuant to Section 4.13 of this Agreement. CITY shall convey to OWNER that certain forty (40) foot wide strip of real property located within the City boundaries and owned by CITY in fee and immediately west of the full western boundary of the Property as more particularly shown on Exhibit "C" (the "City Conveyance Property"), except that City shall retain a public utility and access easement over the entirety of the City Conveyance Property, and provided further that the conveyance is conditioned on, OWNER's approval of title, such title approval not to be unreasonably withheld, and OWNER's right to conduct a Phase I (and if necessary, Phase II) environmental assessment at OWNER's sole cost, and if such assessments determine that environmental remediation is required for the use of the Conveyance Property for industrial uses, then the City shall be solely responsible for the remediation that would be required for use of the City Conveyance Property for industrial or commercial purposes. If the cost of such remediation is greater than the purchase price, then the requirement that OWNER purchase the City Conveyance Property shall be waived, and neither party shall have any further obligations to the other related to the City Conveyance Property, unless otherwise agreed to in writing. If the City Conveyance Property has any excess material on site (trash or dumping of dirt/construction material), then the City shall remove that material prior to the transfer of the property. The purchase price for the City Conveyance Property shall be 0.75 dollar (\$0.75) per square foot, based on the actual square footage of the Conveyance Property based on a survey prepared prior to conveyance. If the City Conveyance Property is acquired by OWNER prior to January 1, 2025. If OWNER has not acquired the City Conveyance Property on or before January 1, 2025, the price to be paid by OWNER shall be adjusted annually by a percentage equal to the Construction Cost Index utilized by CITY to make adjustments to its Development Impact Fees, until such time that OWNER acquires the City Conveyance Property. Subject to OWNER's approval of title and City's site clean-up and remediation, if any, OWNER is required to acquire the City Dedication Property prior to the earlier of (i) receipt of the first building permit for construction of a building on the Property or (ii) recordation of a subdivision or parcel map for all or any portion of the Property, at which time the Conveyance Property shall be merged at OWNER's option with the newly established parcel or parcels that abut the Conveyance Property, or retained as separate parcels for purposes of boundary line adjustments as allowed by the Subdivision Map Act.

4.4 Responsibility for Construction of Public Improvements.

4.4.1 Timely Construction of Public Infrastructure. The phasing of any area wide infrastructure construction will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all Infrastructure Improvements required for the development of the Property as shown on the attached Exhibit "D" and as included in any and all tentative subdivision or parcel map conditions. Unless otherwise specified in the Subdivision or Parcel Map conditions or Public Improvement Agreement, all other required Infrastructure

Improvements for each Subdivision or Parcel Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for construction of a building for each such Final/Parcel Map. In the event that no Final or Parcel Map is required for development on the Property, then the required Improvements shall be completed and operational prior to and as a condition precedent to issuance of the first building permit for such development. All Infrastructure Improvements shall be completed as required by the applicable tentative map conditions and Public Improvement Agreement.

4.4.2 Construction of Adam's Grain Improvements: As a component of its obligations under this Section, Owner shall fund and complete the design and construction of the street light and barrier improvements along County Road 102 that abut the property comprised of APNs 027-370-035 and 027-370-009 (the "Adam's Grain Property") as such improvements are generally shown on Exhibit D (the "Adam's Grain Improvements"). The Adam's Grain Improvements will be constructed and installed as such time that the City has issued building permits for 850,000 square feet of building space within the Northeast Annexation Area. If OWNER receives the building permit or permits that results in a total amount of development greater than 850,000 square feet of building space in the Northeast Annexation area, then OWNER shall be required to construct and install the improvements as a condition of receiving any building permits that will result in development greater than 850,000 square feet of building space. If another property owner within the Northeast Annexation Area receives the building permit that triggers the Adam's Grain Improvements, then OWNER shall be required to construct and install the Adam's Grain Improvements as a condition of issuance of OWNER's next building permit following the triggering of this requirement. OWNER shall be eligible for reimbursement for the Adam's Grain Improvements pursuant to Section 4.15 of this Agreement, except that OWNER shall receive no reimbursement in connection with development for which building permits were issued prior to completion of the Adam's Grain Improvements. OWNER's rights to such reimbursement shall be waived, and reimbursement will be paid by the remaining development on a proportionate basis based on the total estimated development in the Northeast Annexation Area. The City will not commence collection of the funding toward reimbursement for the Adam's Grain Improvements until the construction costs are verified by CITY based on documentation as reasonably requested of OWNER by CITY. In the event that the owner of the Adam's Grain Property constructs the Adam's Grain Improvements, OWNER shall have no further obligations under this Section 4.4.2.

4.4.3 Construction of MPFP Infrastructure. To the extent OWNER is required to construct and complete construction of public improvements that are included in CITY's MPFP Fee Program, CITY agrees that CITY shall issue reimbursement consistent with the policies in the City's MPFP fee program and the City's MPFP administrative guidelines.

4.5 Flood Improvement Project. The Property is located in the 200-year floodplain of Cache Creek. The City's General Plan provides that the City will not enter into a development agreement for any property located within the floodplain unless the City makes certain findings or imposes conditions on the development sufficient to provide 200-year level of flood protection. The City has approved a Flood Risk Reduction Project to provide flood risk prevention and management for the City of Woodland and certain proximate areas that, when constructed, will provide 200-year level of flood protection to the Property. In order to comply with the requirements of the General Plan for approval of development agreements within the

200-year floodplain, OWNER and CITY agree that CITY shall not issue building permits for the Property until such time that (i) the Flood Risk Reduction Project has been constructed or improved to a level that will provide 200-year level of flood protection for the Property as determined by the City Engineer, or (ii) OWNER demonstrates to the satisfaction of the City Engineer that the OWNER will achieve a 200-year level of flood protection for the Project through other means, which flood protection shall be, as a minimum, supported by an engineer's report demonstrating the technical basis for the finding that the OWNER will achieve a 200-year level of flood protection and further provided that the flood engineering analysis prepared to demonstrate a 200-year level of flood protection for the Project shall further demonstrate to the satisfaction of the City Engineer in his or her sole discretion that the Project will not result in flood impacts to any other properties. Further, OWNER agrees that it will cooperate in, and will not object to or oppose the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Risk Reduction Project, provided that any special assessment district shall be formed and assessments levied in conformance with applicable statutory and constitutional requirements applicable to the assessment district, and any special taxes levied through a community facilities district or alternative funding mechanism for the flood control project shall be allocated to property based on a rate and method of apportionment that allocates taxes to similarly situated properties within the area that is subject to the tax on a reasonably proportionate basis. 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 to finance the improvements required as part of the Flood Project.

4.6 Flood Protection Contribution.

4.6.1 OWNER acknowledges and agrees that the Flood Risk Reduction Project is necessary to facilitate the overall development of the Northeast Annexation Area and CITY would not move forward with annexation or development of the Northeast Annexation Area without the Flood Risk Reduction Project or a similar flood solution, and that CITY therefore desires that each developer in the Northeast Annexation Area shall contribute to the cost of such flood protection. OWNER therefore agrees that in the event that OWNER constructs one or more Projects based on approval of an alternative means of flood protection approved by the City Engineer as allowed by Section 4.5 above, prior to implementation of an assessment district (or similar financing mechanism) to fund the Flood Risk Reduction Project or other flood protection measures, then commencing at Certificate of Occupancy and for 30 years thereafter for each such Project approved by CITY, OWNER shall pay an annual payment to CITY in the amount of \$0.04/building square foot for each Project approved prior to implementation of an assessment district (or similar financing mechanism) to fund the Flood Risk Reduction Project or other flood protection measures to CITY to be used for the Flood Risk Reduction Project or other flood protection measures within the Northeast Annexation Area (the "Flood Protection Contribution"). The annual payment shall be adjusted annually by a percentage increase based on the Construction Cost Index referenced in section 4.15.1.

4.6.2 The Flood Protection Contribution shall be paid at the time of issuance of a certificate of occupancy for the subject Project, and thereafter on an annual basis on the first day of the month following the date of issuance of the certificate of occupancy (for example, if

the certificate of occupancy for a Project was issued on September 15, then the Flood Protection Contribution would be paid on an annual basis on October 1).

4.6.3 In the event that a special assessment district, community facilities district or alternate financing mechanism is established to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Risk Reduction Project, for any improved area on the Property for which OWNER is paying the Flood Protection Contribution, the Flood Protection Contribution shall be reduced to an amount equivalent to the annual amount that would be paid by OWNER pursuant to such financing mechanism if the building foundation for the improved area was located below the base flood elevation and therefore received a direct benefit from the Flood Risk Reduction Project. For those areas of the Property that are improved prior to completion of the Flood Risk Reduction Project but are permitted to remain below the base flood elevation (e.g., parking areas), OWNER shall not be required to pay the Flood Protection Contribution, but will pay any special tax or assessment allocated to such area in accordance with the financing mechanism adopted as contemplated in Section 4.5. This exception only applies to those areas that are permitted to remain below the base flood elevation, buildings located adjacent to or within parking areas, are not permitted to remain below the base flood elevation and would be required to pay the Flood Protection Contribution. The obligation to pay the Flood Protection Contribution shall survive expiration or termination of this Development Agreement.

4.6.4 As an example of the foregoing, if OWNER constructs a 500,000 square foot building with at 1,000,000 surface level parking lot prior to the establishment of a special assessment district, then commencing with the issuance of a certificate of occupancy of such building, and on an annual basis thereafter, OWNER shall make an annual Flood Protection Contribution of \$20,000.00 ($\$0.04 \times 500,000$ sf), with no contribution for the parking lot. However, if three years after issuance of the certificate of occupancy, the CITY establishes a special assessment district and levies an annual assessment of \$0.03 per square foot for building area and \$0.0001 for surface level parking areas, then OWNER's Flood Protection Contribution shall be adjusted to \$15,000.00 ($\$0.03 \times 500,000$ sf), and OWNER shall pay an additional annual assessment of \$100.00 ($\$0.0001 \times 1,000,000$ sf) for the parking area.

4.6.5 If the OWNER pays the Flood Protection Contribution for a period of ten years and the City does not approved a special assessment district (or similar financial mechanism) to fund the Flood Risk Reduction Project or similar flood protection measures prior to the end of that ten year period, then the OWNER shall no longer be required to make Flood Protection Contribution payments after the end of that ten year period.

4.7 Maintenance CFD.

4.7.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for a Project on the Property until a Community Facilities District has been formed to include the Property for the purpose of funding all costs of the Maintenance Services as defined below, or the Property has been annexed into such a Community Facilities District that has already been formed to serve the Northeast Annexation Area of the City (the "Maintenance CFD"). OWNER consents to and shall cooperate in such formation or annexation or the formation of an equivalent financing mechanism for maintenance purposes. If OWNER develops

the first Project to develop in the Northeast Annexation Area, then OWNER will need to advance the funding for the formation of the CFD, and shall receive reimbursement from other property owners, and if another property owner within the district boundaries advances the funding for formation of the CFD, OWNER agrees it shall pay its proportionate share of the costs of formation. The reimbursement obligation shall be determined and administered in a manner consistent with the process set forth in Section 4.15 of this Agreement. Developer also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance obligations described herein, pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq., provided the special taxes shall be used for all Maintenance Services described below, and the rate and method of allocation of special taxes shall allocate such special taxes within the district on a reasonably proportionate basis between similarly situated properties.

4.7.2 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain storm drainage, street lighting, traffic signal, maintenance of the monument sign described in Section 4.11, landscaping and implementation of VMT reduction strategies (to the extent the VMT reduction measures are an eligible use of the CFD special taxes) ("Maintenance Services"). If deemed appropriate by the City, the Maintenance CFD may be established as two separate CFDs, with the special tax for VMT reduction strategies levied separately from the special taxes from the other Maintenance Services. The Maintenance Services, exclusive of any potential VMT reduction measures that may funded, are described in Exhibit E, attached hereto and incorporated herein by this reference.

4.8 Master TDM/VMT Study. Prior to the issuance of the first building permit in the Northeast Annexation Area, OWNER, in conjunction with other property owners whose properties are being annexed into the City simultaneously with annexation of the Property, shall fund a Master Transportation Demand Management ("TDM")/Vehicle Miles Traveled ("VMT") Study that will show how the Projects within the Northeast Annexation Area will reduce VMT consistent with General Plan Policy 3.A.4, Reduce Vehicle Miles Traveled (VMT). At the City's option, the City will manage the development of the study. If OWNER manages the study, then the City will need to review and approve the study. Compliance with the Master TDM/VMT Study as applied to an individual Project shall be a condition of approval included with any tentative subdivision or parcel map for such Project, and shall further be a condition of issue of building permits for a Project, if a subdivision or parcel map is not required. All costs to implement the VMT reduction strategies will be incorporated into the Maintenance CFD, or in the event that the VMT reduction strategies are not eligible uses of the special taxes generated by the Maintenance CFD, OWNER, in cooperation with other property owners whose properties are covered by the Master TDM/VMT Study, shall participate in an alternative funding mechanism to implement the VMT reduction strategies developed through the Master TDM/VMT Study. In the event that the City utilizes an alternative funding mechanism to implement VMT reduction strategies, the rate and method of allocation of such costs amongst that properties that are the subject of the Master TDM/VMT Study shall be reasonably related to the VMT reduction strategies that are required for each Project, based on the Master TDM/VMT Study. In order to verify that the VMT reduction strategies are implemented at the time the building is occupied, the OWNER may need to advance fund some VMT implementation strategies if the CFD is not able to fund these activities when the building is first occupied. It is the intent of the CITY and the OWNER to develop implementation strategies that are consistent between all OWNERS

within the Northeast Annexation Area and other areas covered by the Master TDM/VMT Study as they will be funded from the same CFD. In the event that the OWNER or other property owners are required to advance funds costs of the Master TDM/VMT Study or the cost of some VMT implementation strategies, such advance funds shall be reimbursed in accordance with Section 4.15 of this Agreement.

4.9 Storm Drainage Fee. OWNER acknowledges that CITY intends to adopt a property related fee or assessment to fund ongoing maintenance and/or certain improvements to the City's storm water management system that will benefit the Property, and agrees that, as such time that CITY proposes such fee, OWNER will not object to and will support the adoption of such storm drainage fee or assessment, including but not limited to voting in favor of such fee or assessment if required pursuant to any statutory or constitutional requirements, provided that such fee or assessment is adopted in a manner consistent with all applicable legal requirements, and such fee or assessment shall not exceed \$0.0015 per square foot of land within the Property.

4.10 Uniformly Applied Development Standards and Stipulated Conditions of Approval. OWNER acknowledges that in order to ensure that each Project developed on the Property is consistent with the General Plan, CITY has developed certain Uniformly Applied Development Standards and Stipulated Conditions of Approval, attached hereto as Exhibit "F" and incorporated herein by this reference (the "Conditions of Approval") that OWNER must comply with as part of the development of each Project. CITY shall not issue any building permits for a Project until OWNER has complied with the Conditions of Approval that are applicable to that Project.

4.11 Monument Sign.

4.11.1 OWNER shall be jointly responsible, with all other landowners in the Northeast Annexation Area, to fund the design and construction of a monument sign for the Northeast Annexation Area at a location in the public right of way or on public property as designated by the CITY. OWNER and the other property owners in the Northeast Annexation Area shall jointly fund and CITY shall design the monument sign, which shall be illuminated and approximately 120 square feet per side of a multi-sided sign, and each property owner in the Northeast Annexation Area shall pay their proportionate share of such design costs based on each owner's percentage ownership of the total area of the Northeast Annexation Area (excluding the approximately 70 acres currently owned by California Compass, which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area) as determined by the City. In the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass.

4.11.2 The monument sign shall be constructed and installed as designed by CITY at such time that the CITY has issued building permits for 400,000 square feet of building space within the Northeast Annexation Area. If OWNER receives the building permit or permits that results in a total amount of approved development of greater than 400,000 square feet of building space in the Northeast Annexation Area, then OWNER shall be obligated to construct and install the monument sign as designed by the CITY. In such case, CITY shall grant to OWNER all necessary encroachment permits to construct the monument sign.

4.11.3 OWNER and other property owners that are issued building permits for development prior to the triggering of the requirement to construct the monument sign as set forth in Section 4.11.2 above shall be required to pay an estimated pro rata share of the cost of the monument sign at the time of issuance of building permits, until building permits are issued for 400,000 square feet of building space in the Northeast Annexation Area. Within 90 days following the Annexation Date, the City shall develop an estimate of the cost of design, construction and installation of the monument sign, and shall notify each property owner of such estimated cost. Thereafter, with each building permit, each property owner shall be required to pay a proportionate share of the cost of the monument sign, which proportionate share shall be calculated by multiplying the estimated cost by a fraction for which the numerator is the total number of building square feet authorized for construction by the building permit, and the denominator is the estimated total number of building square feet that can be constructed in the Northeast Annexation area, which is 6,720,000 square feet. Following construction of the monument sign, CITY shall determine the actual proportionate share of each property owner in accordance with Section 4.15, and each property owner shall be required to pay the balance of their proportionate share of the cost of the monument sign in accordance with Section 4.15.

4.11.4 Upon completion of the monument sign, OWNER shall submit to CITY evidence of the total cost of construction and installation of the monument sign incurred by OWNER. Thereafter, each property owner in the Northeast Annexation Area shall be required to pay to CITY its proportionate share of the cost of the design, construction and installation of the monument sign, and shall not receive any further building permits after completion of the monument sign until said owner has paid its proportionate share of the monument sign. The reimbursement obligation shall be determined and administered in a manner consistent with the process set forth in Section 4.15 of this Agreement. CITY shall have no obligation for such reimbursement of costs except for those funds received from other property owners in the Northeast Annexation Area as provided in this Section and Section 4.15. This provision shall be included in the development agreements for each property owner in the Northeast Annexation Area, and in the event that another property owner is required to construct the monument sign, rather than OWNER, then following construction of the monument sign, CITY shall notify OWNER of its proportionate share of the design, construction and installation of the monument sign. OWNER shall not receive any further building permits unless and until such amount is paid to CITY in full.

4.12 East Main Street Landscaping.

4.12.1 OWNER shall be jointly responsible, with all other landowners in the Northeast Annexation Area, to fund the cost of installation of landscaping along that certain frontage along East Main Street, on property and right of way owned by the Yolo Shortline Railroad Company ("Yolo Shortline"), in accordance with that certain Landscaping Agreement entered into by and between CITY and Yolo Shortline, the terms and obligations of which are incorporated herein by this reference (the "Landscaping Agreement"). The landscape design shall be submitted to the City for approval and shall be in accordance with current City development standards at such time that the CITY has issued building permits for 850,000 square feet of development within the Northeast Annexation Area (the "East Main Landscaping Improvements").

4.12.2 If OWNER receives the building permit or permits that results in a total amount of approved development of greater than 850,000 square feet of building space in the Northeast Annexation Area, then OWNER shall be obligated to install the East Main Landscaping Improvements. OWNER shall install such East Main Landscaping Improvements on behalf of CITY pursuant to the Landscaping Agreement, and shall enter into such subsequent assignment or license agreements with OWNER and/or Yolo Shortline so as to allow OWNER to install such improvements.

4.12.3 OWNER and other property owners that are issued building permits for development prior to the triggering of the requirement to install the East Main Landscaping Improvements as set forth in Section 4.12.2 above shall be required to pay an estimated pro rata share of the cost of the East Main Landscaping Improvements at the time of issuance of building permits, until building permits are issued for 850,000 square feet of building space in the Northeast Annexation Area. Within 90 days following the Annexation Date, the City shall develop an estimate of the cost of installation of the East Main Landscaping Improvements, and shall notify each property owner of such estimated cost. Thereafter, with each building permit, each property owner shall be required to pay a proportionate share of the cost of the East Main Landscaping Improvements, which proportionate share shall be calculated by multiplying the estimated cost by a fraction for which the numerator is the total number of building square feet authorized for construction by the building permit, and the denominator is the estimated total number of building square feet that can be constructed in the Northeast Annexation area, which is 6,720,000 square feet. Following installation of the East Main Landscaping Improvements, CITY shall determine the actual proportionate share of each property owner in accordance with Section 4.15, and each property owner shall be required to pay the balance of their proportionate share of the cost of the monument sign in accordance with Section 4.15.

4.12.4 Upon completion of the East Main Landscaping Improvements, OWNER shall submit to CITY evidence of the total cost of design and construction and installation of the East Main Landscaping Improvements incurred by OWNER. Thereafter, each property owner in the Northeast Annexation Area shall be required to pay to CITY its proportionate share of the cost of the design, construction and installation of the East Main Landscaping Improvements (excluding the approximately 70 acres currently owned by California Compass, which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area), and shall not receive any further building permits after completion of the East Main Landscaping Improvements until said owner has paid its proportionate share of the East Main Landscaping Improvements. CITY shall then pass the amounts paid by the other property owners through to OWNER as reimbursement for its costs. CITY shall have no obligation for such reimbursement of costs except for those funds received from other property owners in the Northeast Annexation Area as provided in this Section. In the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass.

4.12.5 This provision shall be included in the development agreements for each property owner in the Northeast Annexation Area, and in the event that another property owner is required to install the East Main Landscaping Improvements, rather than OWNER, then following installation of the East Main Landscaping Improvements, CITY shall notify OWNER of its proportionate share of the cost of installation of the East Main Landscaping Improvements.

OWNER shall not receive any further building permits unless and until such amount is paid to CITY in full.

4.13 Traffic Study and Roadway Improvements.

4.13.1 Prior to approval of a tentative subdivision or parcel map for each Project undertaken by OWNER, or if a parcel map or subdivision map is not required for the Project, then prior to issuance of a building permit for the Project, OWNER shall fund a traffic study prepared pursuant to a scope of work and by a traffic engineer both approved by CITY, which shall analyze level of service (LOS”) impacts based on the City’s General Plan from the Project plus both existing and approved projects, as well as LOS impacts for the Project plus cumulative traffic impacts under the City’s General Plan. The traffic study shall also address safety and operational traffic impacts from the Project, and OWNER shall implement all mitigation measures recommended by the traffic study that are triggered by the applicable Project to assure compliance with the LOS standards set forth in the City’s General Plan. At the City’s option, the Traffic Study may be managed by the OWNER or by the CITY. OWNER shall provide security in a form and amount deemed satisfactory by the City Engineer to ensure construction and completion of all mitigation measures prior to issuance of a final map (for a subdivision map or a parcel map) for each Project undertaken by OWNER. If a final map (for a subdivision map or a parcel map) is not required for the Project, then OWNER shall provide security in a form and amount deemed satisfactory by the City Engineer to ensure construction and completion of all mitigation measures prior to issuance of any building permit for development of the Property and all required mitigation measures must be completed prior to and as a condition precedent to issuance of a certificate of occupancy for any building located on the Property. If OWNER develops a Project in phases, they may, at their option, perform as part of the traffic study analysis to determine the improvements triggered by each phase of development and implement the mitigation measures accordingly.

4.13.2 In addition to the improvements required by the Traffic Study, certain pavement rehabilitation will need to be performed on the roadways adjacent to the Northeast Annexation Area (CR 102 from E Main Street to northern urban limit line, E Beamer St from the western boundary of the Knaggs parcel to the eastern urban limit line). At the time that any roadway improvements on the roadways described above that are conditioned by the Traffic Study are performed, then roadway rehabilitation work shall be performed by OWNER on the same roadway segment in conjunction with the roadway improvements required in Section 4.13.1. If the Traffic Study does not require roadway improvements on a road segment, then roadway rehabilitation work on any of the road segments described above that abuts the Property is required to be completed prior to the first building permit for the Property, or pursuant to a public improvement agreement approved by the City and subject to the posting of security as provided for in Section 4.13.1. Roadway rehabilitation work shall be performed consistent with the City’s Engineering Standards. OWNER acknowledges and agrees that each property owner in the Northeast Annexation Area will be responsible for the full cost of the road rehabilitation work adjacent to their property, except that the cost of the road rehabilitation work for the segment of East Beamer Street east of the centerline of County Road 102 shall be shared between Kilkenny-Marks, LLC and Netaj, LLC, with Kilkenny-Marks LLC paying 40% of such costs, and Netaj, LLC paying 60% of such costs. If OWNER performs road rehabilitation work on the frontage of a different property, then they shall be eligible for reimbursement consistent

with the procedures of section 4.15, except that OWNER will be fully reimbursed by the fronting property owner for the costs of road rehabilitation work to the road segments adjacent to the property of such fronting property owner, and OWNER shall fully reimburse any other property owner who completes road rehabilitation work on road segments adjacent to the Property. All OWNERS in the Northeast Annexation Area are jointly responsible for the road rehabilitation work on CR 102 in front of APN's 027-370-035 and 027-370-009 (also known as Adam's Grain) and the property owner that completes the rehabilitation of that road segment shall be reimbursed consistent with section 4.15.

4.14 Recycled Water Use Requirement. OWNER agrees and acknowledges that prior to issuance of any building permits for the Project, CITY shall evaluate in accordance with Section 13.44.190 of the Woodland Municipal Code whether the Project includes landscape irrigation and/or industrial water usage for which recycled water would be appropriate, and if so, OWNER shall utilize recycled water for the appropriate components of the Project. In accordance with Section 13.44.190, if the CITY determines based on its evaluation that use of recycled water is appropriate, but recycled water is not yet available to the Property, OWNER shall install an appropriate recycled water distribution system connection point within the Project to accommodate recycled water at such time as recycled water becomes available to the Property. The connection point shall be subject to the review and approval of the City.

4.15 Reimbursement for Costs Incurred under this Agreement.

4.15.1 Upon completion by OWNER of any of the improvements described in this Article 4 that are subject to reimbursement from other property owners within the Northeast Annexation Area, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER for costs incurred by OWNER in excess of its proportionate share of such costs. The reimbursement agreement shall establish the amount to be reimbursed by other property owners to OWNER, including the amount owed by each property owner. The outstanding amounts owed by each property owner shall adjusted annually by a percentage increase equal to the annual adjustment made to CITY's Development Impact Fees based on the Construction Cost Index as published in the Engineering News Record until such amounts are paid in full. Unless the CITY determines that there is a more appropriate way to allocate costs for certain improvements, the proportionate share of costs shall be determined based on the total acreage of the Property as compared to the total acreage of the Northeast Annexation Area in its entirety. Such calculation shall exclude the approximately 70 acres currently owned by California Compass Logistics Center, LLC ("California Compass"), which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area, provided that in the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass. The CITY may, at its discretion, adopt one or more fees based on an area of benefit comprised of the Northeast Annexation Area to facilitate collection of the reimbursements contemplated in this Agreement. In the event that CITY adopts such fee or fees, OWNER will consent to the levy of such fee, provided it is levied in a manner consistent with all applicable laws governing the implementation of such fee.

4.15.2 It is the intent of this Article 4 to provide timely reimbursement of any Owner ("Advancing Owner") who advances costs which benefit the remaining Owners in the

Northeast Annexation Area (“Reimbursing Owners”) for those costs which are recognized as reimbursable under this Agreement. Except as provided below, if an Advancing Owner who constructs improvements or incurs expenses which qualify as reimbursable costs pursuant to this Article 4 has not been reimbursed by a Reimbursing Owner for that Owner’s pro-rata share by the 7th anniversary of the Effective Date, then the Advancing Owner shall be entitled to payment of any remaining obligation owed by the Reimbursing Owner. The Advancing Owner shall give written notice of demand to the City and any Reimbursing Owners, which reimbursement shall be paid directly to the Advancing Owner by the Reimbursing Owner(s) within 30 calendar days of demand. If requested by either party, the City shall provide an accounting, a calculation of pro-rata shares and shall determine what are the reasonable reimbursable costs. The City’s determinations shall be binding upon the Owners. In the event that a reimbursable cost is incurred after the 7th anniversary of the Effective Date, the City and the property owners within the Northeast Annexation Area shall address reimbursement in accordance with the terms of this Article 4 applicable to such costs. Notwithstanding the foregoing, Kilkenny-Marks Investors, LLC (“Marks”) shall not be deemed to be a Reimbursing Owner under this Agreement unless and until the later to occur of (i) the close of escrow on the sale of all or substantially all of the property owned by Marks (the “Marks Property”) to a third party, or (ii) the commencement by Marks of the development of the Marks Property, as evidenced by the issuance of a building permit or a subdivision map for the Marks Property as requested by Marks..

5. FINANCING OF INFRASTRUCTURE IMPROVEMENTS AND OTHER OBLIGATIONS.

If deemed appropriate, CITY and OWNER, along with other property owners in the Northeast Annexation Area will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of the Infrastructure Improvements and other improvements required as set forth in 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 Infrastructure Improvements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. 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.

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. CITY staff time spent on the annual review shall be charged to 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 terminate this Agreement, or exercise its remedies under Article 7 of 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 regarding Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with 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 that CITY proposes to terminate the Agreement; and,

(c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

In the event that the City opts to pursue other remedies available under this Agreement it shall do so in accordance with the provisions of Article 7 of this Agreement

6.3 Hearing on Termination. At the time and place set for the hearing on 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 this Agreement. 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 Planning 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 anticipated development of the Property, 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 in agreeing to the terms of this Agreement and will perform extensive planning and processing for the development of the Property and will be investing even more significant time and resources in implementing future Project or Projects 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, 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, CITY may terminate 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.

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 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, provided that any such encumbrance shall be subject to the requirements of this Agreement, including but not limited to the dedication of certain property as set forth in Section 4.3 of this Agreement, which must be released from any such encumbrance prior to dedication to the CITY. 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 the payment of the fees and dedications of land 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.

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.

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. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

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
(Northeast Annexation Area—Knaggs Commercial Properties Company)**

"OWNER"

KNAGGS COMMERCIAL PROPERTIES COMPANY, L.P.,
a California limited partnership

By: KNAGGS MANAGEMENT COMPANY, LLC,
a California limited liability company, its General Partner

By: KNAGGS FAMILY TRUST, its Managing Member

By _____
Kenneth L. Astle, Co-Trustee

By _____
Scott B. Daley, Co-Trustee

By: DAW, INC., a California corporation, its General Partner

By _____
Kenneth L. Astle, President

Date: _____

[Signatures continued on following page]

"CITY"

CITY OF WOODLAND
a California municipal corporation

By: _____
Victoria Fernandez
Mayor

Date: _____

ATTEST:

Ana Gonzalez
City Clerk

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

Legal Description

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

The Southeast Quarter of Section 27, Township 10 North, Range 2 East, M.D.B. & M.

Excepting therefrom, the following:

(A) Beginning at a point 273 feet North from the intersection of the North line of the State Highway with the Easterly line of Section 27, Township 10 North, Range 2 East, M.D.B. & M., said point being on the center line of a County Road running North and South and said point being 233 feet North of Railway Survey Station 782 Plus 28.1 of the located center line of the Sacramento Northern Railway; thence Westerly, parallel with and distant 233 feet at right angles Northerly from the located center line of said Sacramento Northern Railway, a distance of 1196.1 feet to a point; thence Southerly at right angles a distance of 183 feet to a point in the Northerly line of the Lands of Sacramento Northern Railway, said line being also the Northerly line of that certain strip of land conveyed by Jeanette W. Merritt to T.T.C. Gregory, by Deed recorded October 9, 1911, in Book 78 of Deeds, Page 34; thence Westerly along the said tract so conveyed, a distance of 1435.4 feet, more or less, to the West line of the Southeast Quarter of said Section 27; thence South along the West line of said Quarter Section, a distance of 94 feet to a point on the North line of that State Highway, said point being also 44 feet, measured Southerly, from Railway Survey Station 808 Plus 59.6 of the located line of the Sacramento and Woodland Railway; thence Easterly along said North line of said Highway, 2631.5, more or less, to the East line of said Section 27; thence North along the East line of said Section to the point of beginning.

(B) Beginning at a point on the Northerly line of the Sacramento Northern Right of Way which point bears South 89° 43' West 1408.75 feet and North 00° 03' West 124.00 feet from the Southeast corner of Section 27, Township 10 North, Range 2 East, M.D.B. & M.; thence from said point of beginning, North 00° 03' West 135.00 feet to a point; thence South 89° 43' West 450.00 feet to a point; thence South 00° 03' East 135.00 feet to a point in the North line of the Sacramento Northern right of way; thence along said Northerly right of way line, North 89° 43' East 450.00 feet to the point of beginning.

(C) That portion conveyed to the County of Yolo by Deed recorded September 20, 1962, in Book 688 of Official Records, Page 381, Yolo County Records.

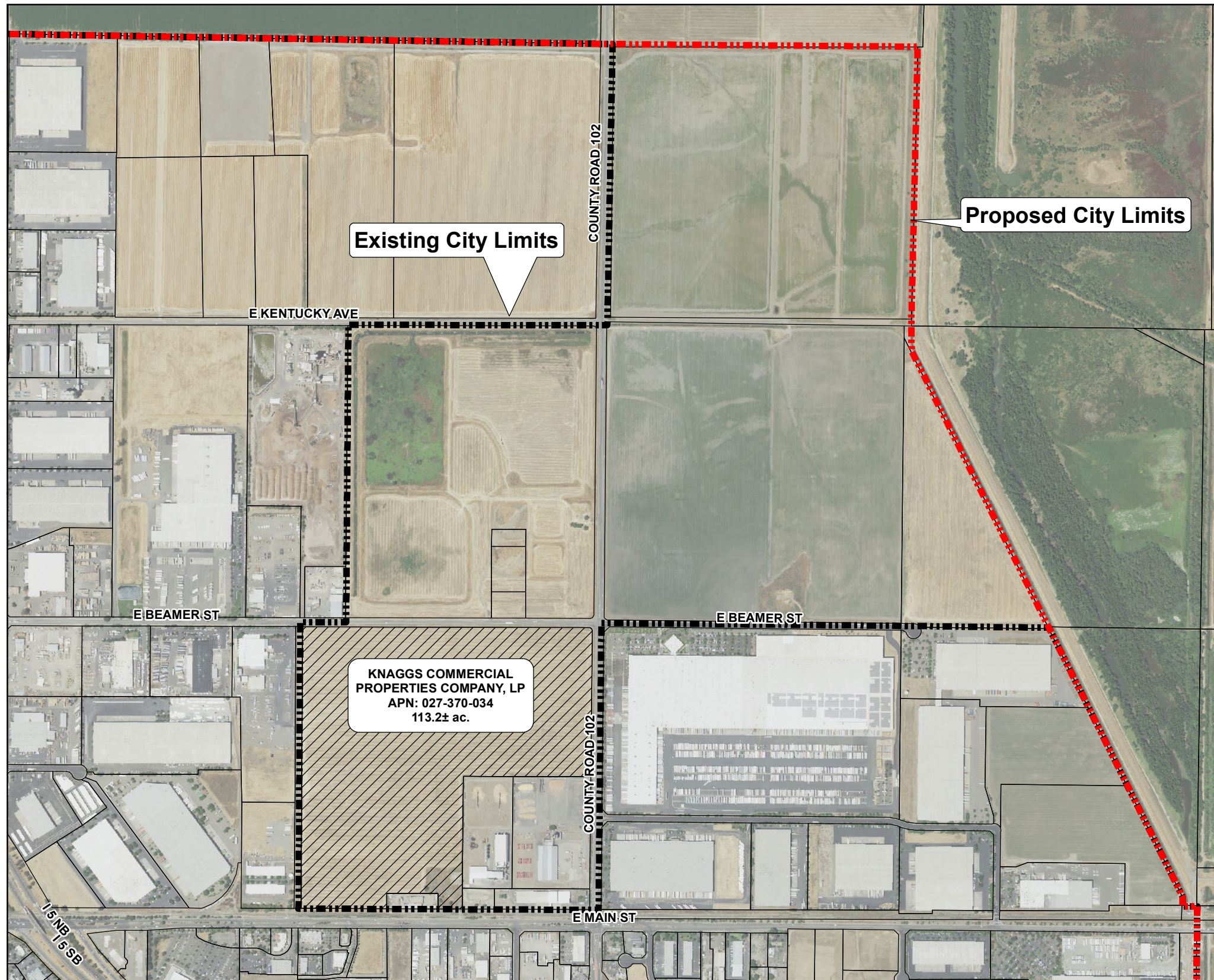
(D) Parcel 1, Parcel Map No. 2846, filed March 9, 1979,, in Book 4 of Parcel Maps, Page 76, Yolo County Records.

{E} Parcel 1, Parcel Map No. 4424, filed July 17, 2000, in Book 2000 of Maps, Pages 36 and 37, Yolo County Records.

The above property also shown as:

"Remainder (Not Surveyed)", Parcel Map No. 4424, filed July 17, 2000, in Book 2000 of Maps, Pages 36 and 37, Yolo County Records.

APN: 027-370-034-000



Legend

 Existing City Boundary

 Proposed City Boundary

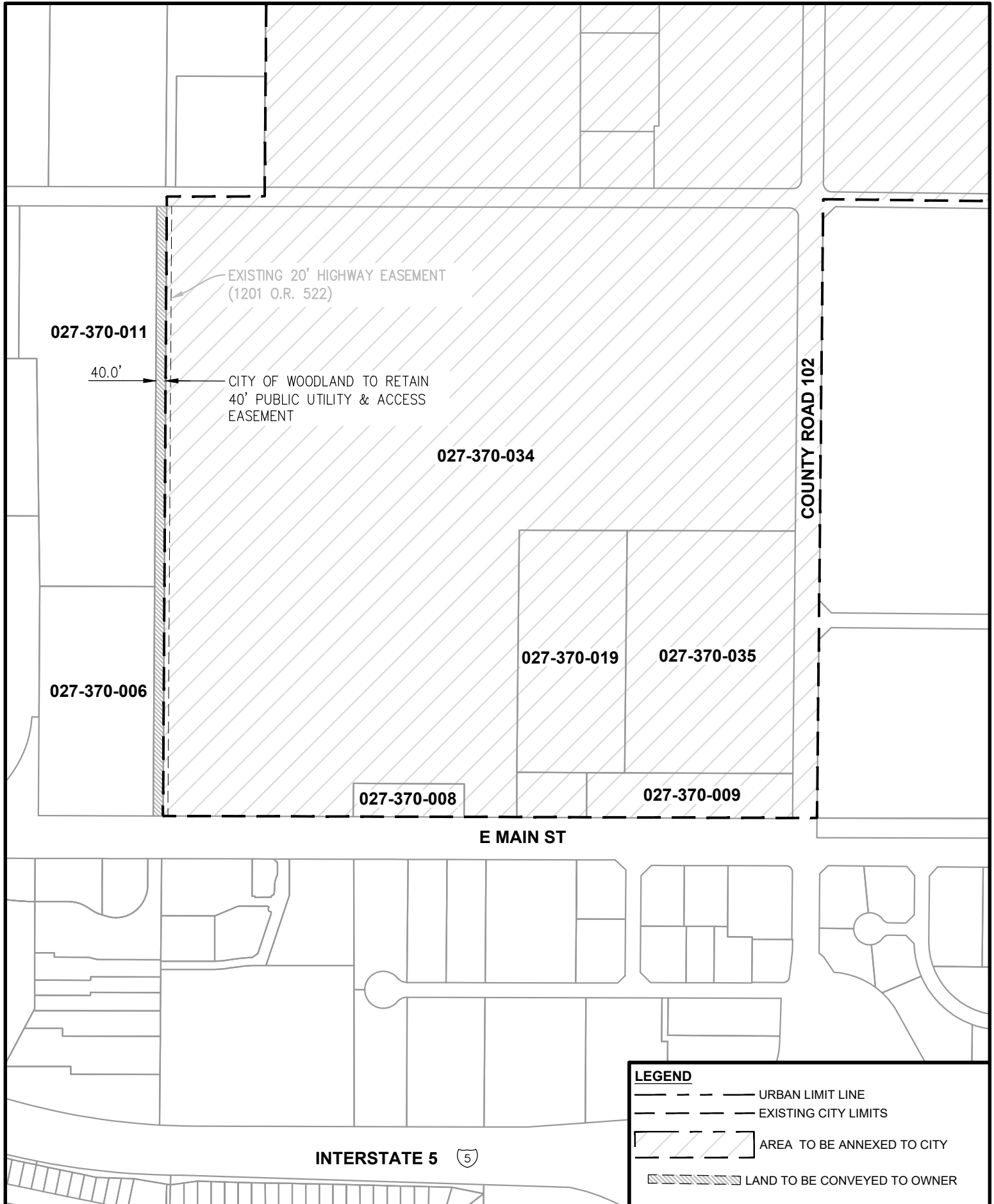
Exhibit B

KNAGGS COMMERCIAL PROPERTIES COMPANY, LP

City of Woodland
County of Yolo, California

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800



LEGEND

- URBAN LIMIT LINE
- EXISTING CITY LIMITS
- AREA TO BE ANNEXED TO CITY
- LAND TO BE CONVEYED TO OWNER



EXHIBIT C: CONVEYANCE OF CITY LAND



**CITY OF
WOODLAND**
CALIFORNIA

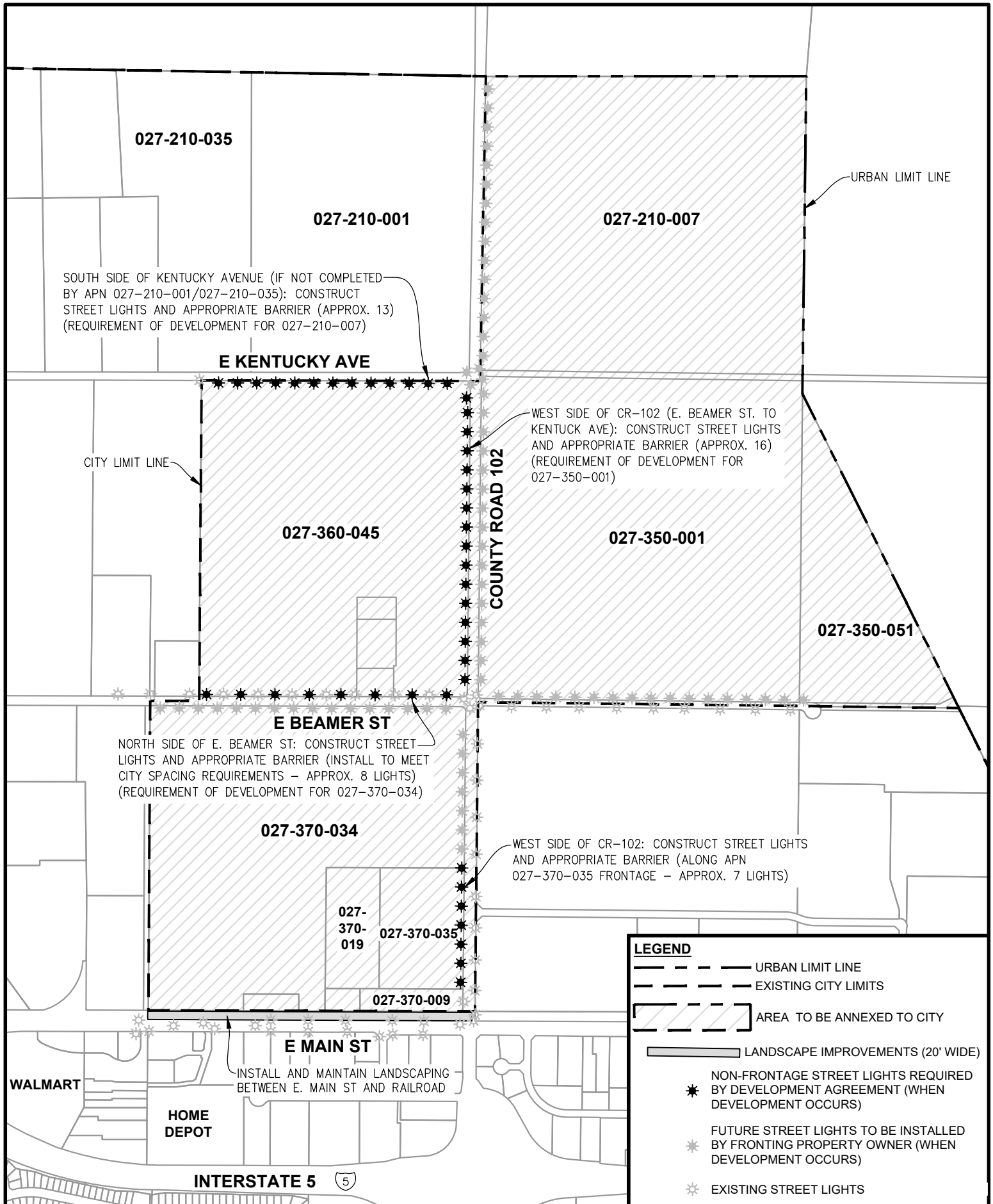
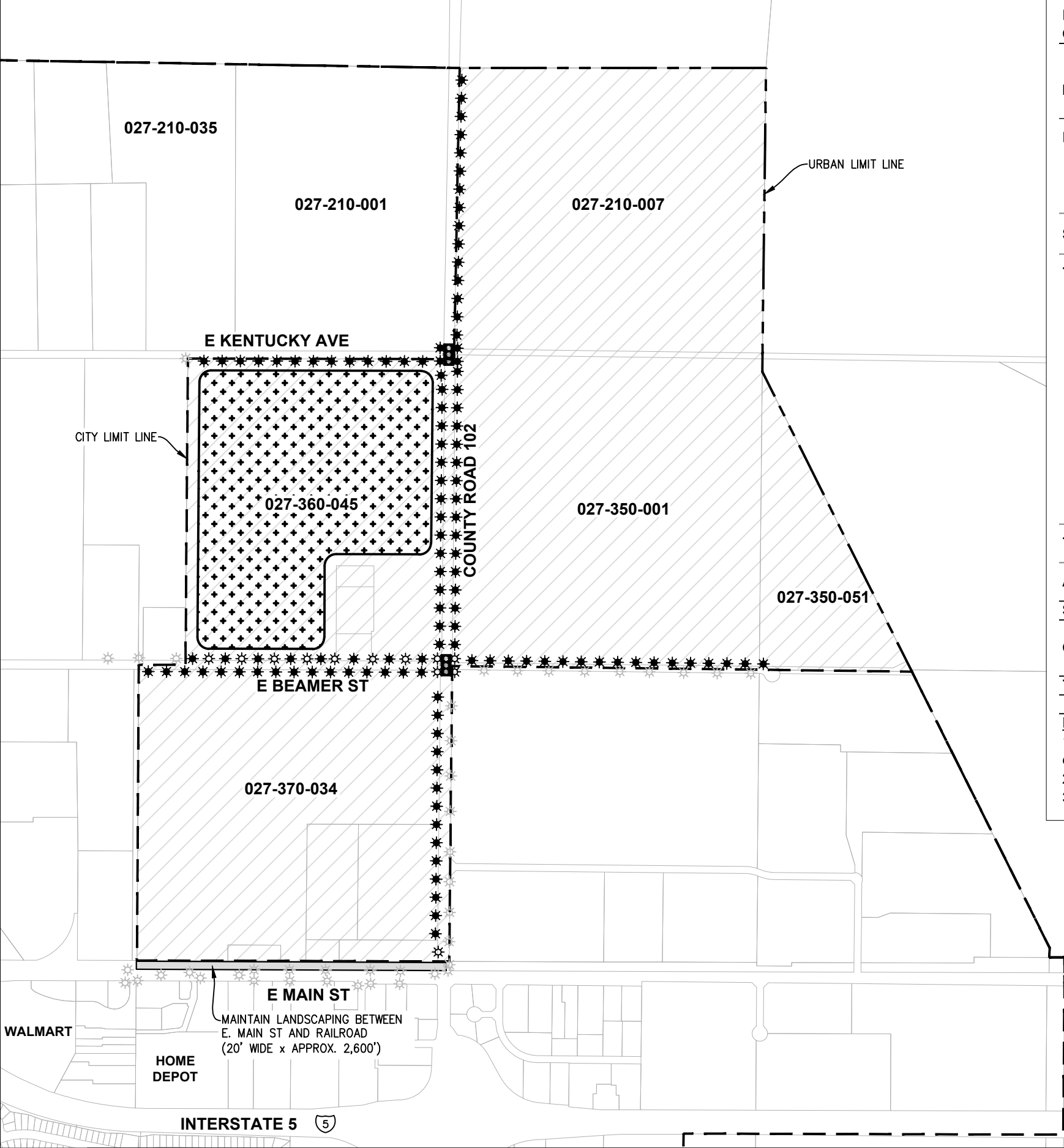


EXHIBIT D: REQUIRED INFRASTRUCTURE IMPROVEMENTS





NE Area Annexation - Maintenance Community Facilities District Operation and Maintenance Items at Full Build-Out				
Item	Unit Cost	Approximate Quantities	Units	Annual Assessment
Landscaping				
Entry Monument	TBD	1	EA	TBD
Landscaping Adjacent to Railroad - Maintenance	TBD	52,000	SF	TBD
Landscaping Adjacent to Railroad - Irrigation	TBD	52,000	SF	TBD
Storm Drainage Basin Maintenance Responsibility¹				
	TBD	1.00	LS	TBD
Traffic Signals & Lighting				
Street Lights ² (131 total to be maintained in district)				
CR-102 (7,500 LF)				
btw Main St & Beamer (2,500 lf) west side only	TBD	17	EA	TBD
btw Beamer & Kentucky (2,500 lf) both sides	TBD	36	EA	TBD
btw Kentucky & City Limit (2,500 lf) east side only	TBD	17	EA	TBD
E. Beamer (5,000 LF)				
Knaggs & City frontage (2,500 lf) both sides	TBD	31	EA	TBD
East of CR-102 (2,500 lf) north side only	TBD	17	EA	TBD
E. Kentucky (2,200 LF)				
City prop frontage (2,200 LF) south side only	TBD	13	EA	TBD
Traffic Signals ³	TBD	2	EA	TBD
TDM/VMT/Transit Program (public transportation services and administration)				
	TBD	1	LS	TBD
Administrative Fee				
	TBD	1	LS	TBD
Subtotal				TBD
Contingency				TBD
Total				TBD

Notes:
1. Storm Drainage basin maint. assumes proportionate contribution for CFD area and a proportionate contribution for the maintenance of downstream storm drainage improvements.
2. Total street light count assumes arterial roads in industrial area with spacing of 155' and lighting on both sides of street.
3. Assumes existing traffic signal at E. Beamer and CR-102 will be added to district.

LEGEND

URBAN LIMIT LINE

EXISTING CITY LIMITS

AREA TO BE ANNEXED TO CITY

LANDSCAPE MAINT. AREA (20' WIDE)

STORM DRAINAGE BASIN TO BE PARTIALLY MAINTAINED BY CFD

TRAFFIC SIGNALS TO BE MAINTAINED BY CFD

*

PROPOSED STREET LIGHTS TO BE MAINTAINED BY CFD

*

EXISTING STREET LIGHTS TO BE MAINTAINED BY CFD

*

EXISTING STREET LIGHTS OUTSIDE THE LIMITS OF THE CFD

Exhibit F

Uniformly Applied Development Standards and Stipulated Conditions of Approval

APPENDIX A

Uniformly Applied Development Standards and Stipulated Conditions of Approval

Final City of Woodland Annexation Initial Study

Prepared for:

City of Woodland
300 First Street
Woodland, CA 95695

Contact Info:

Erika Bumgardner
Erika.Bumgardner@cityofwoodland.org

Prepared by:

AECOM
2020 L Street, Suite 400
Sacramento, CA 95811

Contact:

Matthew Gerken
Project Manager
916/414-5800

AECOM

June 2022

1 INTRODUCTION

The following tables provide a detailed summary of the City's General Plan Policies and Implementation Programs applicable to minimizing and avoiding potential environmental impacts, as analyzed and identified through the 2035 General Plan and Climate Action Plan (CAP) Environmental Impact Report (EIR). Table A-1 identifies those General Plan Policies and Implementation Programs that would be relevant to future development within the proposed annexation areas, such that future development would be consistent with the 2035 General Plan and CAP, as applicable, and implement required measures to minimize potential environmental impacts in accordance with the 2035 General Plan and CAP EIR. Within Table A-1, the relevant policies, regulations, and development standards that would be uniformly applied to all future development within the annexation areas, as applicable, are identified. In the case that no such uniformly applied policy, regulation, or development standard currently exists to implement a required General Plan Policy or Implementation Program, then the policy or program would be enforced through a Condition of Approval on any future development within the proposed annexation areas. Table A-2 specifically identifies the Conditions of Approval that would be required of any future development within the proposed annexation areas; the City would require a project demonstrate consistency with the applicable Conditions of Approval prior to the issuance of a grading permit or improvement plans.

Table A-1. 2035 General Plan Policies and Uniformly Applied Development Standards, Policies, and Regulations Applicable to Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Aesthetic Resources	a) Have a substantial adverse effect on a scenic vista?	None required.	
Aesthetic Resources	b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	None required.	
Aesthetic Resources	c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	None required.	
Aesthetic Resources	d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	General Plan Policy 2.F.4 Light Pollution. Control artificial lighting to avoid spill-over lighting and preserve the night sky. General Plan Policy 2.F.5 Glare. Control artificial lighting to prevent glare.	Woodland Municipal Code, Title 17 Zoning, Section 17.92.060 I Industrial Zone (Performance Standards) City of Woodland Interim Zoning Ordinance 2020, Section 3.11.A4 (Exterior Lighting) City of Woodland Community

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
			Design Standards, Lighting Standards
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	General Plan Policy 2.A.3 Agricultural Mitigation. For impacts to agriculture within the Urban Limit Line, require one acre to be permanently conserved for every acre converted to urban development. The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located as close to the Woodland Urban Limit Line as possible. General Plan Policy 7.C.5. Agricultural Buffer. Require 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. Equivalent means of providing agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.	City of Woodland Municipal Code, Section 15.33 Condition of Approval required for General Plan Policy 7.C.5; see Table A-2.
Agricultural and Forestry Resources	b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	None required.	
Agricultural and Forestry Resources	c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	None required.	
Agricultural and Forestry Resources	d) Result in the loss of forest land or conversion of forest land to non-forest use?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Agricultural and Forestry Resources	e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	None required.	
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.	
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Implementation Program 7.18. New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch.	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Condition of Approval required for General Plan Implementation Program 7.18; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.	
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors.	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Conditions of Approval required for General Plan Policy 7.F.3, and Implementation Programs 7.17 and 7.19; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City's land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source's operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.	
	d) Result in other emissions (such as those leading to	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	odors) adversely affecting a substantial number of people?		
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the annexation areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) Migratory Bird Treaty Act, 16 U.S.C. Section 703, et. Seq Protection of Bird Nests and Raptors, California Fish and Game Code, Section 3503 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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 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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. <i>Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP:</i> Suitable habitat for the western burrowing owl is present within the proposed	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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.	
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.8 Native and Compatible Non-Native Plant Species. 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. General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. Implementation Program 7.6. If the project would result in fill or alteration of a waterway or any body of water supporting riparian forest habitat, the City will require project proponent/s to notify the California Department of Fish and Wildlife, obtain a Lake and Streambed Alteration Agreement if determined necessary by the California Department of Fish and Wildlife, and comply with all conditions of the Lake and Streambed Alteration Agreement. General Plan Implementation Program 7.4. (See Biological Resource impact area a) above)	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) City of Woodland Community Design Standards, Landscaping California Fish and Game Code Section 1602 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4. (See Biological Resources impact area a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete a delineation of waters of the United States	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance City of Woodland Community Design Standards, Landscaping Clean Water Act, Section 401 and

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	other means?	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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.	Section 404 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i> To ensure appropriate review of potential impacts to wetlands and other waters of the United States, Conditions of Approval required for General Plan Implementation Program 7.5 and Compliance Measures Bio 2; see Table A-2.
Biological Resources	d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with	None required.	

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	established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		
Biological Resources	e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	None required.	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.	
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.13. a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist¹ 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).	California Public Resources Code 5097 Archaeological Resources Protection Act (16 U.S. Code 470aa-470mm) National Historic Preservation Act (54 U.S. Code Section 300101 et seq.) Conditions of Approval required

¹ 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 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 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.

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		b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training 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.	for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

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Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources; see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.	
Cultural Resources	c) Disturb any human remains, including those interred outside of formal cemeteries?	General Plan Implementation Program 7.14. a. 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: - the coroner shall contact the Native American Heritage Commission within 24 hours; - 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 - 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	California Health and Safety Code, Section 7050 through 7052 California Native American Graves Protection and Repatriation Act, Health and Safety Code, Division 7, Part 2, Chapter 5 Section 8010 through 8030 National Historic Preservation Act (36 CFR 60) Procedures for the Protection of Historic Properties (33 CFR 325 Appendix C)

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		(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.	
Energy	a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan. General Plan Policy 3.E.4 Interconnected Network. Require new development to create complete pedestrian networks with linkages such as walkways, paseos, and shared-use paths that interconnect pedestrian facilities. Policy 3.F.4 Bicycle Facilities. Require residential, commercial, and industrial developments to include bicycle lanes or pathways in accordance with the Bikeway Master Plan or Specific Plans when constructing new roadways or upgrading existing streets. General Plan Policy 5.H.9 Reduce Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible.	City of Woodland Municipal Code 13.32 for Water Conservation City of Woodland Municipal Code Article 17.112 for Landscaping. City of Woodland Interim Zoning Code Section 3.06.E.7 through 10, and 11 for connectivity, pedestrian access, outdoor spaces and shading within Community Commercial Zones. City of Woodland Community Design Standards California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7, Model Water Efficient Landscape Ordinance
Energy	b) Conflict with or obstruct a state or local plan for renewable energy or energy	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	See Energy impact topic a) above.

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	efficiency?		
Geology, Soils, Minerals Resources, and Paleontological Resources	a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.) ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?	General Plan Policy 8.A.1. Minimize Seismic Risk. Continue to maintain and enforce appropriate standards to ensure new development is designed to meet current safety standards associated with seismic activity. Require public and private development to be located, designed, and constructed to minimize the risk of loss of life and injury in the event of a major earthquake or other natural disaster. General Plan Policy 8.A.2. Geologic-Seismic Analysis. Require the preparation of a soils engineering and geologic-seismic analysis prior to permitting development in areas prone to geological or seismic hazards (i.e., groundshaking, liquefaction, expansive soils).	City of Woodland Municipal Codes Chapter 15.04 Building Codes Earthquake Hazards Reduction Act, Public Law 95-124 California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law) California Code of Regulations Title 5, Division, Chapter 14, Sections 14001–14036
Geology, Soils, Minerals Resources, and Paleontological Resources	b) Result in substantial soil erosion or the loss of topsoil?	General Plan Policy 5.I.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater;	City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) for compliance with the City's Phase II MS4 permit with the State Water

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		- Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; - Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; - Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; - On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; and - Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses. General Plan Policy 5.I.5. Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities.	Resources Control Board California State Water Resources Control Board General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Geology, Soils, Minerals Resources, and Paleontological Resources	c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	None required.	
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	General Plan Policy 8.A.3. Expansive Soils. Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.	Condition of Approval required for General Plan Policy 8.A.3; see Table A-2.
Geology, Soils, Minerals Resources, and Paleontological Resources	e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for	General Plan Policy 5.H.6. Connection to Sewer System. Require all sewage generators within its service area to connect to the City's system, except those areas where the City has determined a connection to the City's sewage collection system would be infeasible. General Plan Implementation Program 5. 14. Where soils are proposed for use as leach fields associated with wastewater treatment, the City shall require a site-	City of Woodland Municipal Code Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.020 City of Woodland Municipal Code

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	the disposal of waste water?	specific evaluation by a licensed geotechnical engineer regarding the soil suitability, including a perc test, as appropriate. All septic systems or other forms of on-site wastewater treatment and disposal facilities shall be designed by a licensed geotechnical or civil engineer. On-site wastewater treatment systems shall be designed to meet the following parameters: • provide available effective absorptive area in both primary and reserve disposal fields; • provide appropriate separation between the disposal field bottom and groundwater or a restrictive soil layer; • factor the ground slope in both the primary and reserve disposal field areas; • factor the influent wastewater strength and quantity in wastewater system design; • accommodate requirements for setbacks from wells, surface waters, and property boundaries; and • provide treatment of wastewater such that it does not adversely affect water quality or endanger public health.	Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.030
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.15. • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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	Conditions of Approval required for General Plan Implementation Program 7.15; see Table A-2.

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		can resume at the site where the paleontological resources were discovered.	
Greenhouse Gas Emissions	a, b) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purposes of Reducing Emissions of Greenhouse Gas Emissions?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	City of Woodland Municipal Code Article 17.112 for Landscaping. California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance Condition of Approval required for implementation of General Plan Policy 2.C.2; see Table A-2.
Hazards and Hazardous Materials	a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010 City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous	b) Create a significant hazard to the public or the	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010

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Materials	environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous Materials	c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	None required.	
Hazards and Hazardous Materials	d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	None required.	
Hazards and Hazardous Materials	e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or	None required.	

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	working in the project area?		
Hazards and Hazardous Materials	f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	None required.	
Hazards and Hazardous Materials	g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	None required.	
Hydrology and Water Quality	a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

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		General Plan Policy 5.1.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff.	
Hydrology and Water Quality	b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that there the project may impede sustainable groundwater management of the basin?	General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Hydrology and Water Quality	c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	i) Result in substantial erosion or siltation on- or off-site; ii, iii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; iv) Impede or redirect flood flows.	runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design. General Plan Policy 5.I.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. General Plan Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff. General Plan Policy 8.B.2. Flood Hazard Evaluation. Require evaluation of potential flood hazards prior to approval of development projects. Require proponents of new development to submit accurate topographic and flow characteristics information. This will include depiction of the 200-year floodplain boundaries under fully developed, pre- and post-project runoff conditions. General Plan Policy 8.B.3. New Development in Flood Hazard Zones. No subdivisions, development agreements, or permits that would place development within a flood hazard zone can be approved unless the City makes explicit findings that either existing flood management facilities provide an adequate level of protection from flooding, the City has conditioned the project to provide an adequate level of protection, or the local flood management agency has made adequate progress on the construction of a flood protection system that will provide adequate protection. <i>[Further detailed requirements of review are</i>	City of Woodland Municipal Code, Chapter 15.12. City of Woodland Municipal Code, Chapter 17.96 SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

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		<i>provided on page SE-59 of the 2035 General Plan]</i> General Plan Policy 8.B.5. Protective Structures. Require installation of protective structures or other design measures to protect proposed building and development sites from the effects of flooding. General Plan Policy 8.B.7. Adjacent Property. Require that new flood management projects or development within areas subject to flooding ensure that floodwaters will not be diverted into adjacent property to increase flood hazards on properties located elsewhere unless secured through a flood easement or fee title buyout. General Plan Policy 8.B.11. Levee Inundation Area. Require new development in levee inundation areas to conduct an analysis of risk from levee failure.	
Hydrology and Water Quality	d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	None required.	
Hydrology and Water Quality	e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	See Hydrology and Water Quality impact questions a) and b) above.	
Land Use and Planning	a) Physically divide an established community?	None required.	
Land Use and Planning	b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	None required.	
Mineral Resources	a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Mineral Resources	b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	None required.	
Noise and Vibration	a) Generation of a substantial temporary or permanent 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?	General Plan Policy 8.G.3 Noise Exposure from Transportation Sources. Require noise-reducing mitigation to meet allowable outdoor and indoor noise exposure standards in Table 8-7 [of the 2035 General Plan]. Noise mitigation measures that may be approved to achieve these noise level targets include but are not limited to the following: • Construct facades with substantial weight and insulation; • 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 minimum setbacks and exterior barriers; • 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. General Plan Policy 8.G.5 New Noise-Sensitive Receptors. Prohibit development of new noise-sensitive receptors where the noise level due to non-transportation noise sources will exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of the new development, unless effective noise mitigation measures have been incorporated into the development design to achieve the standards. Create peaceful outdoor spaces where possible, but acknowledge that particular ambient outdoor thresholds may not always be achievable. Require noise mitigation to assure acceptable interior noise levels appropriate to the land use type: • 45 dB L_{dn} for residential, transient lodgings, hospitals, nursing homes, and other uses where people normally sleep; and • 45 dB L_{eq} (peak hour) for office buildings and similar uses. General Plan Policy 8.G.6 New Non-Transportation Noise Sources. Require that noise created by new non-transportation noise sources be mitigated so as not to exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of lands designated for noise-	City of Woodland Municipal Code, Title 17 Zoning, Chapter 17.92 Industrial Zone, Section 17.92.060 Performance Standards City of Woodland Construction Noise Guidelines, Municipal Code, Section 9.28.090 (Noise Ordinance) City of Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.7.g (Noise Standards) City of Woodland Community Design Standards, Site Planning for Commercial Development City of Woodland Municipal Code, Section 9.52 (Right to Farm Ordinance)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		sensitive receptors. General Plan Policy 8.G.7 Roadway Improvements. Where existing noise-sensitive receptors may be exposed to increased noise levels due to increased roadway capacity and increases in travel speeds associated with roadway improvements, apply the following criteria to determine the significance of increases in noise related to roadway improvement projects: • Where existing traffic noise levels are less than 70 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +5 dB L_{dn} increase in noise levels due to a roadway improvement project, will be considered significant; and • Where existing traffic noise levels range between 70 and 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +3 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant; and • Where existing traffic noise levels are greater than 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +1.5 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant. General Plan Policy 8.G.8 Site and Building Design. Orient buildings such that the noise sensitive portions of a project are shielded from noise sources. General Plan Policy 8.G.9 Existing Development. Promote the use of noise attenuation measures to improve the acoustic environment where existing noise sensitive uses are located in noise-impacted environments, such as along arterial streets or adjacent to noise-producing uses. For non-conforming uses, the burden of noise attenuation falls on the non-conforming use. For allowed uses, the burden falls on the newest use, subject to possible later reimbursement based on benefit received by later use. Allowed uses that are developed simultaneously will share the burden of noise attenuation. General Plan Policy 8.G.10 Right-to-Farm Ordinance. Support the City and County’s right-to-farm ordinances, especially as they relate to noise emanating from agricultural operations adjacent to urban uses, by requiring notification of the potential impacts to adjacent property owners, purchasers, residents, and users. General Plan Policy 8.G.11 Construction Noise. Consider 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. General Plan Policy 8.G.13 Noise Attenuation Barriers. Noise attenuation barriers are strongly discouraged, expect to attenuate noise for existing developed uses, and may be used in the context of new development only when no other approach to noise mitigation is feasible.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		General Plan Policy 8.G.14 Vehicle Traffic. New developments shall disperse vehicular traffic onto a network of fully connected smaller roadways and minimize funneling of local traffic onto large-volume, high speed roadways near existing or planned noise-sensitive uses to the maximum extent feasible. General Plan Policy 8.G.15 Operational Noise. In new development areas, service, utility, loading areas, roof-mounted equipment, and noise-generating equipment shall be screened, designed, and located to reduce visibility and noise for surrounding properties and pedestrian areas. General Plan Implementation Program 8.13. - 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. - 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 5 minutes. - 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;	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		• 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. d. 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.	
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	General Plan Implementation Program 8.12. 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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. General Plan Implementation Program 8.13; see Noise and Vibration checklist item a) above.	Condition of Approval required for implementation of General Plan Implementation Program 8.12; see Table A-2.
Noise and Vibration	c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Population and Housing	a) 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)?	None required.	
Population and Housing	b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	None required.	
Public Services	a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: Fire Services? Police Protection? Schools? Parks? Other Public Facilities?	General Plan Policy 5.B.4. Development Project Requirements. Require development projects to develop and/or fund fire protection facilities, equipment, personnel, and operations and maintenance that maintain the City's standards, as demonstrated through positive fiscal impacts or through specific funding mechanisms in the event of fiscal deficits.	City of Woodland Community Risk Reduction Division Plan Submittal, Review and Inspection
Recreation	a) Would the project increase the use of existing neighborhood and regional	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		
	b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	None required.	
Transportation	a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	General Plan Policy 2.J.6. Multimodal Access. Require convenient, attractive, and safe pedestrian, bicycle, and transit connections both within commercial centers and between centers and surrounding neighborhoods and other destinations. General Plan Policy 3.A.11. New Development. Require all new development to provide convenient bicycle and pedestrian environments and access through building orientation, site layout, traffic management, and connections to transit service and local commercial and community facilities. Development must provide appropriate pedestrian amenities such as street lighting, benches, arcades, canopies, shade trees, art, and seating areas.	City of Woodland Interim Zoning Code Section 3.06.E.7, Connection within Community Commercial Zones City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications City of Woodland Community Design Standards California Building Code, Title 24
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT). Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings. reducing peak period VMT in particular is desirable due to the added benefit of minimizing severe congestion and reducing emissions. use of VMT reduction strategies such as those in the chart below [see General Plan page TC 3-22] (taken from quantifying Greenhouse Gas	Condition of Approval required to implement General Plan Policy 3.A.4; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		Mitigation Measures, CAPCOA, 2010) or similar professional research documents is encouraged.	
Transportation	c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Transportation	d) Result in inadequate emergency access?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its	Conditions of Approval Required, see Cultural Resources Impact Topic a), above.	California Public Resources Code Division 5, Chapter 1.75 Section 5097.9 et. seq. Conditions of Approval required for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?		
Utilities	a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	General Plan Policy 5.H.9. Reduced Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate and the number of required drain inlets; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration;	Woodland Municipal Code Chapter 13.32, Water Conservation City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		- Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and - Innovative engineering practices that allow for compact, connected, and walkable urban design.	
	b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	None required.	
	c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	None required.	
	d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	None required.	
	e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	General Plan Policy 5.J.2. New Development. Require waste collection in all new development and ensure that all new development complies with applicable provisions of the City of Woodland Source Reduction and Recycling Element and the Yolo County Integrated Waste Management Plan.	City of Woodland Municipal Code Chapter 13.36 AB 341: Mandatory Commercial Recycling (MCR) Program AB 1826: Mandatory Commercial Organics Recycling (MORE)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
			Program SB 1383: Short-Lived Climate Pollutant (SLCP) Reduction Strategy
Wildfire	a) If Located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project: i) Substantially impair an adopted emergency response plan or emergency evacuation plan? ii) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? iii) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	iv) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?		

Notes:

AMM	=	avoidance and minimization measures
BMPs	=	best management practices
CAP	=	Climate Action Plan
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
dB	=	decibel
EIR	=	Environmental Impact Report
HCP	=	Habitat Conservation Plan
L _{dn}	=	Day-Night Average Sound Level
L _{eq}	=	Equivalent Sound Level
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District

Table A-2. Conditions of Approval Required of Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Aesthetic Resources	a) through d)	None. Applicable municipal codes and regulations provided in Table A-1.
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on	Condition of Approval required to implement buffer requirements stipulated by General Plan Policy 7.C.5. Agricultural Buffer: Require 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. Equivalent means of providing

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Condition of Approval required to implement emissions reductions requirements stipulated by General Plan Implementation Program 7.18: New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch. k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors. d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City’s land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source’s operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	Condition of Approval to implement requirements stipulated by the City of Woodland Municipal Code Chapter 15.32 for the implementation of the Yolo HCP/NCCP, for all proposed future development, by-right and discretionary, within the annexation areas. This shall achieve the intent of General Plan Policy 7.B.11 and Implementation Program 7.4: General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the Annexation Areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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 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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP: Suitable habitat for the western burrowing owl is present within the proposed annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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.
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.11 and Implementation Program 7.4. (See Biological Resource impact area a) above)
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.11.B and Implementation Program 7.4. (See Biological Resources impact area

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	(including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete 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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource	Condition of Approval required to implement requirements stipulated by: General Plan Implementation Program 7.13.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	pursuant to Section 15064.5?	a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist² 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). b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training Prior to ground-disturbing activities necessary to implement proposed development and infrastructure

² 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 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 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.

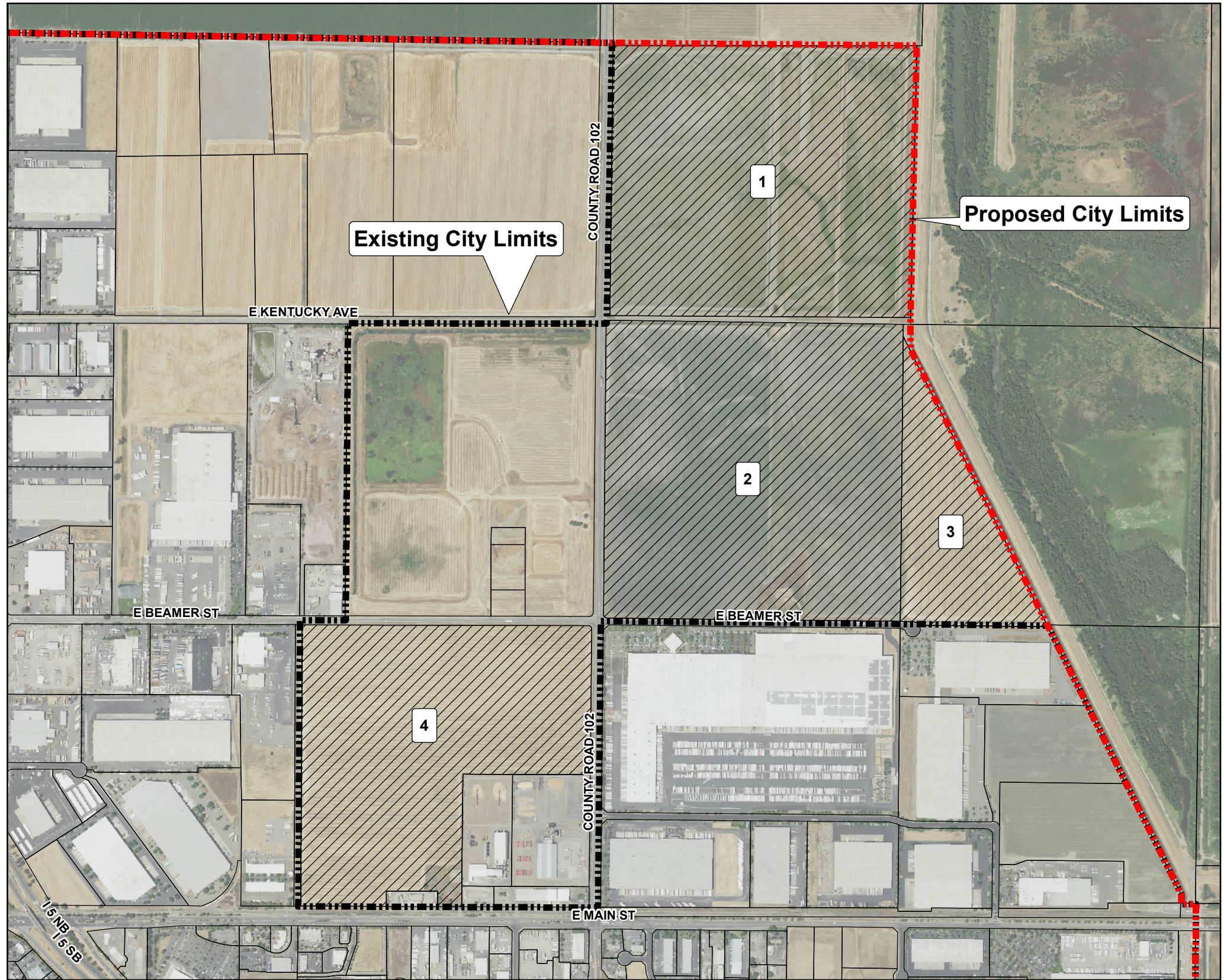
Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric cultural resources that may be discovered during project implementation.
Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.E.2. Discovery of Resources. see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above.
Energy	a) and b)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and Paleontological Resources	a) through c) and e)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	Condition of Approval required to ensure evaluation and siting with regard to expansive soils in accordance with General Plan Policy 8.A.3. Expansive Soils: Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Condition of Approval required to ensure appropriate action in the case of discovery of paleontological resources, in accordance with General Plan Implementation Program 7.15: • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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.
Greenhouse Gas	a) and b)	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Emissions		consistent with the objectives and targets of the City's Climate Action Plan.
Hazards and Hazardous Materials	a) through g)	None. Applicable municipal codes and regulations provided in Table A-1.
Hydrology and Water Quality	a) through e)	None. Applicable municipal codes and regulations provided in Table A-1.
Land Use and Planning	a) and b)	None required.
Mineral Resources	a) and b)	None required.
Noise and Vibration	a)	None. Applicable municipal codes and regulations provided in Table A-1.
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	Condition of Approval required to ensure compliance with the performance standards to reduce short-term and long-term vibration, in accordance with General Plan Implementation Program 8.12: 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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.
Noise and Vibration	c)	None required.
Population and Housing	a) and b)	None required.
Public Services	a)	None required.
Recreation	a) and b)	None required.
Transportation	a), c), and d)	None required.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Condition of Approval required to ensure compliance with the performance standards to reduce vehicle miles travelled, in accordance with General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT) : Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings.
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	Condition of Approval required to implement requirements stipulated by General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.
Utilities	a) through e)	None required.
Wildfire	a)	None required.

Notes:

AMM	=	avoidance and minimization measures
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
HCP	=	Habitat Conservation Plan
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District



Legend

- Existing City Boundary
- Proposed City Boundary
- Northeast Annexation Area

KEY NUMBER	APN	ACRES
1	027-210-007	147.90
2	027-350-001	157.00
3	027-350-051	37.71
4	027-370-034	113.20

Exhibit G - Northeast Annexation Area

City of Woodland
County of Yolo, California

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF WOODLAND AND KILKENNY-MARKS INVESTORS, LLC FOR
THE NORTHEAST ANNEXATION AREA APN: 027-350-051**

WHEREAS, in October 2021, the City of Woodland (“City”) received applications Planning Applications from Kilkenny-Marks Investors, LLC (“Owners”) representing a land owner within the Northeast Annexation Area (“Project”), requesting annexation of approximately 37.7 acres (“Annexation Area”) into the City, and is located in the northeastern portion of the City’s SOI, east of CR102, and north of E. Beamer Street; and

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

WHEREAS, pursuant to Government Code Section 65864 et seq., the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, Kilkenny-Marks Investors, LLC (“Owner”) proposes to annex certain real property located in Yolo County into the City of Woodland (“Property”), more particularly described in the Development Agreement, attached hereto as **Exhibit “A”** and incorporated herein by reference, for future industrial use; and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the development of the Property will achieve the goals of the City’s General Plan (“General Plan”); and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Property in furtherance of the goals of the General Plan; and

WHEREAS, the City Council has found that the Development Agreement is consistent with the City’s General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Property, the Developer requires assurances that future development can proceed in the manner as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with future development within the annexation area; and

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached a mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Prezoning application, annexation, and the Development Agreement; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just, and reasonable, and consistent with the General Plan. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is consistent with the General Plan; (iii) the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on October 19, 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 and voted 5-0, with two members absent, to recommend City Council approve the Prezoning; and

WHEREAS, the City Council held a duly-noticed public hearing on November 7, 2023, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed annexation and prezoning is exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing general plan policies for which an EIR was certified; and

WHEREAS, The City has conditioned the approval of the annexation on the implementation of applicable Conditions of Approval and requirements included within respective Development Agreements to ensure that all policies from the City's General Plan developed for the purpose of minimizing and avoiding environmental impacts, and not otherwise achieved through uniformly applied policies, regulations, and development standards, are implemented as future development is proposed; and

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Annexation Areas and to other parties on or before October 29, 2023, and duly published in the Woodland Daily Democrat on October 4 and October 29, 2023, providing notice of the City Council's November 7, 2023, public hearing regarding the Citywide Annexation including City Council consideration of the Development Agreement; and

WHEREAS, on November 7, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice was provided in accordance

with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as “**Exhibit A**” and incorporated herein by this reference.

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5(b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is 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 the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”) have been met with respect to the Development Agreement, which was found to be exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing General Plan policies for which an EIR was certified, and prior to approving the Development Agreement, the City Council considered the proposed annexations subject to uniformly applied policies, regulations, and development standards that implement the 2035 General Plan, as applicable to any future development located within the annexation areas. Where the 2035 General Plan includes policies and implementation programs developed for the purposes of minimizing and avoiding environmental impacts and that would not be otherwise enforced through existing regulations, the City would enforce implementation of such policies and implementation programs through Conditions of Approval or requirements incorporated within the respective Development Agreement.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 7th day of November, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:

ADOPTED:

EFFECTIVE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

EXHIBIT A
DEVELOPMENT AGREEMENT
[Insert Development Agreement]

Recording Requested By
And When Recorded Mail To:
City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Clerk

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

**DEVELOPMENT AGREEMENT
(Northeast Annexation Area—Kilkenny-Marks Investors, LLC)**

DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

**KILKENNY-MARKS INVESTORS, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY**

DEVELOPMENT AGREEMENT
(Northeast Annexation Area—Kilkenny-Marks Investors, LLC)

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 KILKENNY-MARKS INVESTORS, 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 owns in fee or has a legal or equitable interest in the Property, as defined herein, which OWNER seeks to annex to the CITY, and further has requested CITY to enter into a development agreement for the Property, 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 CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY, whether by action of future City Councils or voter initiative; 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 this Agreement; this Agreement, the proposed annexation and rezoning are exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing general plan policies for which an EIR was certified; and

WHEREAS, this Agreement is consistent with the CITY’s General Plan; and

WHEREAS, the development of the Property as provided for herein is conditioned by this Agreement, is conditioned on the Property first meeting a 200-year level of flood protection, in accordance with the requirements of the City’s General Plan, and the Council hereby finds that this Agreement includes conditions that will protect the property to the urban level of flood projection for the City in conformance with Government Code Section 65865.5(a)(2); 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 future development of the Northeast Annexation Area, 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.

COVENANTS

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 “Annexation Date” means the date upon which the Property is annexed into the City.

1.1.3 “Approval”, “Approve” or “Approved” as used in this Agreement means approvals which shall not be unreasonably withheld, conditioned or denied, except in those cases where the approval refers to a legislative decision of the CITY or approval in the CITY’s sole discretion.

1.1.4 “CITY” means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.5 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising a Project or Projects as approved pursuant to Subsequent Development Approvals 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.

1.1.6 “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) tentative subdivision maps, tentative parcel maps, and final subdivision and parcel maps;
- (b) conditional use permits and plot plans;
- (c) zoning;
- (d) grading and building permits.

1.1.7 “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.

1.1.8 “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. Development Impact Fees as defined herein shall comply with and be adopted and administered in conformance with the requirements of the Mitigation Fee Act (Gov’t Code §§66000 *et seq.*).

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “General Plan” means the City of Woodland General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.11 “Infrastructure Improvement” or “Infrastructure Improvements” means those public improvements required to support the development of the Property or which Developer has agreed to install pursuant to the terms of this Development Agreement as described and depicted in Exhibit “D” .

1.1.12 “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.

1.1.13 “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.

1.1.14 “Northeast Annexation Area” is that certain undeveloped area designated for industrial development in the City’s General Plan which is to be annexed into the City, as more particularly depicted in Exhibit “G” to this Agreement. The Property is part of the Northeast Annexation Area, along with property owned by three other property owners who are simultaneously entering into development agreements concurrently with this Agreement. Certain Infrastructure Improvements to be constructed by OWNER or for which OWNER will contribute funds will benefit the Northeast Annexation Area generally.

1.1.15 “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.

1.1.16 “Project” means the development of the Property pursuant to Subsequent Development Approvals. OWNER may develop the Property as one or multiple Projects, at OWNER’s discretion.

1.1.17 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.18 “Public Improvement Agreement” means an improvement agreement required to be entered into pursuant to Woodland Municipal Code Section 16.44.020 to ensure completion of any public improvements required pursuant to the Subdivision Map Act (Gov’t Code Section 66410 *et seq.*) or the City’s Subdivision Ordinance (Woodland Municipal Code Title 16). The terms and requirements of the Public Improvement Agreement are described in Woodland Municipal Code Section 16.44.020, as it may be amended from time to time.

1.1.19 “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 3.5 of this Agreement.

1.1.20 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date of this Agreement in connection with development of the Property.

1.1.21 “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” — Land Dedications

Exhibit “D” — Description and Depiction of Required Infrastructure Improvements

Exhibit “E” — Maintenance Community Facilities District Exhibit

Exhibit “F” — Uniformly Applied Development Standards and Stipulated Conditions of Approval

Exhibit “G” — Depiction of Northeast Annexation Area

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, unless otherwise agreed to in writing by the CITY.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to the Property.

2.3 Term. The term of this Agreement shall commence on the Effective Date, except that the rights and obligations of this Agreement with respect to the Property are not effective until the Annexation Date. The term shall continue for a period of thirty (30) years from the Effective Date unless this term is modified or extended pursuant to the provisions of this Agreement, except that in the event that the Property is not annexed into the City within five (5) years of the Effective Date, then this Agreement shall automatically terminate and have no further force or effect.

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 of the Property or a portion thereof, and shall provide CITY with (1) an executed assignment and assumption agreement, in a 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 rights, 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 assignment and assumption agreement.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a curable default by OWNER and the purchaser, transferee or assignee of the Property under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the assignment and assumption 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 assignment and assumption agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any assignment and assumption of the Development Agreement 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 direct legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in material 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 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 legal parcel, which exists or has been created through the recordation of a subdivision or parcel map subject to provisions of a partial assignment and assumption agreement in a form 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, provided that any such assignment and assumption agreement must expressly state which party shall take responsibility for any remaining Improvements to be constructed pursuant to this Agreement. Within thirty (30) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, shall approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.5 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER on any Retained Property which shall be 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 a successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868. 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. 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.

2.6 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) Development of the entirety of the Property in accordance with the terms of this Agreement including issuance of all required occupancy permits 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 by 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.

2.7 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) 661-5930
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 551-2825
Email: ethan.walsh@bbklaw.com

If to OWNER:

Kilkenny-Marks Investors, LLC
P.O. Box 1200
Woodland, CA 95776
Attn: Mark Kilkenny
Telephone: (530) 383-5298
Email: Markkilkenny@towerinv.com

(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. OWNER shall have the right to develop the Property in accordance with, and to the extent of, the General Plan and the Zoning Code as applied to the Property at the time of consideration of each Project proposed to be developed by OWNER on the Property. Nothing in this Agreement shall limit any vested rights that OWNER may secure through statutory or common law procedures as may be available under California law, including but not limited to the filing of a vesting tentative map in accordance with the Subdivision Map Act and the City's Subdivision Ordinance.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement 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 those set forth in the General Plan and Zoning Code as of the date that the CITY considers each Development Approval. In connection with all Subsequent Development Approvals, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers 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 herein provided that such development complies with all conditions and requirements of 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.

3.4 Changes and Amendments. The parties acknowledge that development of the Property will require Subsequent Development Approvals. At the time that OWNER deems appropriate, OWNER shall apply for a Subsequent Development Approval to proceed with development of the Property, and CITY shall process and act on such application in accordance with the General Plan and Zoning Code designation for the Property applicable at the time of consideration of the Subsequent Development Approval based on Sections 3.1 and 3.2 of this Agreement, along with the then applicable Land Use Regulations, except as otherwise provided by this Agreement. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall not require an amendment to this Agreement provided such approvals do not:

- (a) Alter the permitted uses of the Property from what is allowed under the General Plan and Zoning Code; or,
- (b) Increase the density or intensity of use of the Property from what is allowed under the General Plan and Zoning Code; or,
- (c) Increase the maximum height and size of permitted buildings from what is allowed under the General Plan and Zoning Code; or,
- (d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole.

3.5 Reservations of Authority.

3.5.1 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, all of which must be non-discriminatory when comparing the Property with other similar developments or areas of defined benefit within the City:

(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 General Plan.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

(e) Regulations which conflict with this Agreement but which the City has demonstrated, based on substantial evidence, are reasonably necessary to protect a verifiable threat to 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, the General Plan and the Zoning Code, including but not limited to new or updated design review regulations applicable to the Property. 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.

3.5.2 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 General Plan and Zoning Code applicable to the Subsequent

Development Approvals at the time of consideration based on this Agreement, 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 Agreement.

3.5.3 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 3.5.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.5.4 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.

3.6 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.

3.7 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required by any Development Approval, Land Use Regulation or this Agreement to construct any public improvement on land not owned by OWNER (together, "Offsite Improvements"), 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 Offsite Improvements, 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 ninety (90) 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 3.7. The CITY and OWNER

acknowledge that the timelines set forth in this Section 3.7 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 3.7 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.

3.7.1 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. OWNER acknowledges and agrees that in the event OWNER directs CITY to cease proceedings and does not otherwise provide for the Offsite Improvements in a manner that is satisfactory to the City, OWNER may not be able to proceed with the development of the Property.

3.8 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.

3.9 Tentative Subdivision Maps and Tentative Parcel Maps. With respect to applications by OWNER for tentative maps for portions of the Property, CITY agrees that OWNER may file and process such tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. Any tentative maps approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus (ii) such time extensions authorized by state law currently or in the future.

OWNER shall further be permitted to request extensions as permitted by Woodland Municipal Code Section 16.28.010(B), as it may be amended from time to time.

3.10 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project. OWNER shall contract with the CITY for CITY-owned or operated utilities serving the Project for such prices and on such terms as may be mutually agreed to between the parties.

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 of the Property in the absence of this Agreement 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.

4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee. Development Impact Fees shall be paid by OWNER. The Development Impact 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 impose new Development Impact Fees or amend the amounts of existing Development Impact 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. CITY and OWNER acknowledge and agree that Development Impact Fees shall be adopted and implemented by CITY in conformance with the Mitigation Fee Act (Government Code Section 66000 *et seq.*) and any other applicable laws and nothing herein shall limit or restrict OWNER's rights to object to or challenge Development Impact Fees adopted by the City in the manner and to the extent permitted under the Mitigation Fee Act.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits.

4.2.3. Compliance with Section 66006. The City acknowledges that in accordance with Government Code Section 65865(e), the City shall comply with Government Code Section 66006 with respect to any fee it receives or cost it recovers pursuant to this Agreement.

4.3 Dedication of Land. OWNER shall provide any dedications required pursuant to any subdivision or parcel maps processed by City in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time, and any dedications that are required as mitigation measures that are required in

response to the traffic study prepared pursuant to Section 4.13 of this Agreement. OWNER shall dedicate to CITY, at no cost to City and with no Development Impact Fee credits for such dedication, a twenty (20) foot wide public utility and access easement along the full length of the eastern edge of the Property as depicted in Exhibit C. This easement shall be dedicated to CITY within one hundred and eighty (180) days of the Effective Date of this Agreement. In the event that CITY requires additional portions of the Property for the development of the Lower Cache Creek Flood Risk Reduction Project, OWNER agrees that it will sell such real property as appraised at fair market value, based on an appraisal commissioned by the CITY.

4.4 Responsibility for Construction of Public Improvements.

4.4.1 Timely Construction of Public Infrastructure. The phasing of any area wide infrastructure construction will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all Infrastructure Improvements required for the development of the Property as shown on the attached Exhibit “D” and as included in any and all tentative subdivision or parcel map conditions. Unless otherwise specified in the Subdivision or Parcel Map conditions or Public Improvement Agreement, all other required Infrastructure Improvements for each Subdivision or Parcel Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY’s granting of the first building permit for construction of a building for each such Final/Parcel Map. In the event that no Final or Parcel Map is required for development on the Property, then the required Improvements shall be completed and operational prior to and as a condition precedent to issuance of the first building permit for such development. All Infrastructure Improvements shall be completed as required by the applicable tentative map conditions and Public Improvement Agreement.

4.4.2 Construction of Adam’s Grain Improvements. OWNER acknowledges that Knaggs Commercial Properties Company, L.P., the owner of another property in the Northeast Annexation Area (“Knaggs”), has agreed to fund and complete the design and construction of the street light and barrier improvements along County Road 102 that abut the property comprised of APNs 027-370-035 and 027-370-009 (the “Adam’s Grain Property”) as such improvements are generally shown on Exhibit D (the “Adam’s Grain Improvements”). The Adam’s Grain Improvements will be constructed and installed as such time that the City has issued building permits for 850,000 square feet of building space within the Northeast Annexation Area. The cost of the Adam’s Grain Improvements are to be shared proportionately amongst the property owners in the Northeast Annexation Area, and OWNER agrees that that it shall reimburse Knaggs for OWNER’s proportionate share of the cost of design and construction of the Adam’s Grain Improvement in accordance with Section 4.15 of this Agreement, except that Knaggs shall receive no reimbursement in connection with development for which building permits were issued prior to completion of the Adam’s Grain Improvements

4.4.3 Construction of MPFP Infrastructure. To the extent OWNER is required to construct and complete construction of public improvements that are included in CITY’s MPFP Fee Program, CITY agrees that CITY shall issue reimbursement consistent with the policies in the City’s MPFP fee program and the City’s MPFP administrative guidelines.

4.5 Flood Improvement Project. The Property is located in the 200-year floodplain of Cache Creek. The City’s General Plan provides that the City will not enter into a development

agreement for any property located within the floodplain unless the City makes certain findings or imposes conditions on the development sufficient to provide 200-year level of flood protection. The City has approved a Flood Risk Reduction Project to provide flood risk prevention and management for the City of Woodland and certain proximate areas that, when constructed, will provide 200-year level of flood protection to the Property. In order to comply with the requirements of the General Plan for approval of development agreements within the 200-year floodplain, OWNER and CITY agree that CITY shall not issue building permits for the Property until such time that (i) the Flood Risk Reduction Project has been constructed or improved to a level that will provide 200-year level of flood protection for the Property as determined by the City Engineer, or (ii) OWNER demonstrates to the satisfaction of the City Engineer that the OWNER will achieve a 200-year level of flood protection for the Project through other means, which flood protection shall be, as a minimum, supported by an engineer's report demonstrating the technical basis for the finding that the OWNER will achieve a 200-year level of flood protection and further provided that the flood engineering analysis prepared to demonstrate a 200-year level of flood protection for the Project shall further demonstrate to the satisfaction of the City Engineer in his or her sole discretion that the Project will not result in flood impacts to any other properties. Further, OWNER agrees that it will cooperate in, and will not object to or oppose the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Risk Reduction Project, provided that any special assessment district shall be formed and assessments levied in conformance with applicable statutory and constitutional requirements applicable to the assessment district, and any special taxes levied through a community facilities district or alternative funding mechanism for the flood control project shall be allocated to property based on a rate and method of apportionment that allocates taxes to similarly situated properties within the area that is subject to the tax on a reasonably proportionate basis. 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 to finance the improvements required as part of the Flood Project.

4.6 Flood Protection Contribution.

4.6.1 OWNER acknowledges and agrees that the Flood Risk Reduction Project is necessary to facilitate the overall development of the Northeast Annexation Area and CITY would not move forward with annexation or development of the Northeast Annexation Area without the Flood Risk Reduction Project or a similar flood solution, and that CITY therefore desires that each developer in the Northeast Annexation Area shall contribute to the cost of such flood protection. OWNER therefore agrees that in the event that OWNER constructs one or more Projects based on approval of an alternative means of flood protection approved by the City Engineer as allowed by Section 4.5 above, prior to implementation of an assessment district (or similar financing mechanism) to fund the Flood Risk Reduction Project or other flood protection measures, then commencing at Certificate of Occupancy and for 30 years thereafter for each such Project approved by CITY, OWNER shall pay an annual payment to CITY in the amount of \$0.04/building square foot for each Project approved prior to implementation of an assessment district (or similar financing mechanism) to fund the Flood Risk Reduction Project or other flood protection measures to CITY to be used for the Flood Risk Reduction Project or other flood protection measures within the Northeast Annexation Area (the "Flood Protection

Contribution”). The annual payment shall be adjusted annually by a percentage increase based on the Construction Cost Index referenced in section 4.15.1.

4.6.2 The Flood Protection Contribution shall be paid at the time of issuance of a certificate of occupancy for the subject Project, and thereafter on an annual basis on the first day of the month following the date of issuance of the certificate of occupancy (for example, if the certificate of occupancy for a Project was issued on September 15, then the Flood Protection Contribution would be paid on an annual basis on October 1).

4.6.3 In the event that a special assessment district, community facilities district or alternate financing mechanism is established to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Risk Reduction Project, for any improved area on the Property for which OWNER is paying the Flood Protection Contribution, the Flood Protection Contribution shall be reduced to an amount equivalent to the annual amount that would be paid by OWNER pursuant to such financing mechanism if the building foundation for the improved area was located below the base flood elevation and therefore received a direct benefit from the Flood Risk Reduction Project. For those areas of the Property that are improved prior to completion of the Flood Risk Reduction Project but are permitted to remain below the base flood elevation (e.g., parking areas), OWNER shall not be required to pay the Flood Protection Contribution, but will pay any special tax or assessment allocated to such area in accordance with the financing mechanism adopted as contemplated in Section 4.5. This exception only applies to those areas that are permitted to remain below the base flood elevation, buildings located adjacent to or within parking areas, are not permitted to remain below the base flood elevation and would be required to pay the Flood Protection Contribution. The obligation to pay the Flood Protection Contribution shall survive expiration or termination of this Development Agreement.

4.6.4 As an example of the foregoing, if OWNER constructs a 500,000 square foot building with at 1,000,000 surface level parking lot prior to the establishment of a special assessment district, then commencing with the issuance of a certificate of occupancy of such building, and on an annual basis thereafter, OWNER shall make an annual Flood Protection Contribution of \$20,000.00 ($\$0.04 \times 500,000$ sf), with no contribution for the parking lot. However, if three years after issuance of the certificate of occupancy, the CITY establishes a special assessment district and levies an annual assessment of \$0.03 per square foot for building area and \$0.0001 for surface level parking areas, then OWNER’s Flood Protection Contribution shall be adjusted to \$15,000.00 ($\$0.03 \times 500,000$ sf), and OWNER shall pay an additional annual assessment of \$100.00 ($\$0.0001 \times 1,000,000$ sf) for the parking area.

4.6.5 If the OWNER pays the Flood Protection Contribution for a period of ten years and the City does not approved a special assessment district (or similar financial mechanism) to fund the Flood Risk Reduction Project or similar flood protection measures prior to the end of that ten year period, then the OWNER shall no longer be required to make Flood Protection Contribution payments after the end of that ten year period.

4.7 Maintenance CFD.

4.7.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for a Project on the Property until a Community Facilities District has been formed to include the Property for the purpose of funding all costs of the Maintenance Services as defined below, or the Property has been annexed into such a Community Facilities District that has already been formed to serve the Northeast Annexation Area of the City (the "Maintenance CFD"). OWNER consents to and shall cooperate in such formation or annexation or the formation of an equivalent financing mechanism for maintenance purposes. If OWNER develops the first Project to develop in the Northeast Annexation Area, then OWNER will need to advance the funding for the formation of the CFD, and shall receive reimbursement from other property owners, and if another property owner within the district boundaries advances the funding for formation of the CFD, OWNER agrees it shall pay its proportionate share of the costs of formation. The reimbursement obligation shall be determined and administered in a manner consistent with the process set forth in Section 4.15 of this Agreement. Developer also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance obligations described herein, pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq., provided the special taxes shall be used for all Maintenance Services described below, and the rate and method of allocation of special taxes shall allocate such special taxes within the district on a reasonably proportionate basis between similarly situated properties.

4.7.2 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain storm drainage, street lighting, traffic signal, maintenance of the monument sign described in Section 4.11, landscaping and implementation of VMT reduction strategies (to the extent the VMT reduction measures are an eligible use of the CFD special taxes) ("Maintenance Services"). If deemed appropriate by the City, the Maintenance CFD may be established as two separate CFDs, with the special tax for VMT reduction strategies levied separately from the special taxes from the other Maintenance Services. The Maintenance Services, exclusive of any potential VMT reduction measures that may funded, are described in Exhibit E, attached hereto and incorporated herein by this reference.

4.8 Master TDM/VMT Study. Prior to the issuance of the first building permit in the Northeast Annexation Area, OWNER, in conjunction with other property owners whose properties are being annexed into the City simultaneously with annexation of the Property, shall fund a Master Transportation Demand Management ("TDM")/Vehicle Miles Traveled ("VMT") Study that will show how the Projects within the Northeast Annexation Area will reduce VMT consistent with General Plan Policy 3.A.4, Reduce Vehicle Miles Traveled (VMT). At the City's option, the City will manage the development of the study. If OWNER manages the study, then the City will need to review and approve the study. Compliance with the Master TDM/VMT Study as applied to an individual Project shall be a condition of approval included with any tentative subdivision or parcel map for such Project, and shall further be a condition of issue of building permits for a Project, if a subdivision or parcel map is not required. All costs to implement the VMT reduction strategies will be incorporated into the Maintenance CFD, or in the event that the VMT reduction strategies are not eligible uses of the special taxes generated by the Maintenance CFD, OWNER, in cooperation with other property owners whose properties are covered by the Master TDM/VMT Study, shall participate in an alternative funding mechanism to implement the VMT reduction strategies developed through the Master TDM/VMT Study. In the event that the City utilizes an alternative funding mechanism to implement VMT reduction

strategies, the rate and method of allocation of such costs amongst that properties that are the subject of the Master TDM/VMT Study shall be reasonably related to the VMT reduction strategies that are required for each Project, based on the Master TDM/VMT Study. In order to verify that the VMT reduction strategies are implemented at the time the building is occupied, the OWNER may need to advance fund some VMT implementation strategies if the CFD is not able to fund these activities when the building is first occupied. It is the intent of the CITY and the OWNER to develop implementation strategies that are consistent between all OWNERS within the Northeast Annexation Area and other areas covered by the Master TDM/VMT Study as they will be funded from the same CFD. In the event that the OWNER or other property owners are required to advance funds costs of the Master TDM/VMT Study or the cost of some VMT implementation strategies, such advance funds shall be reimbursed in accordance with Section 4.15 of this Agreement.

4.9 Storm Drainage Fee. OWNER acknowledges that CITY intends to adopt a property related fee or assessment to fund ongoing maintenance and/or certain improvements to the City's storm water management system that will benefit the Property, and agrees that, as such time that CITY proposes such fee, OWNER will not object to and will support the adoption of such storm drainage fee or assessment, including but not limited to voting in favor of such fee or assessment if required pursuant to any statutory or constitutional requirements, provided that such fee or assessment is adopted in a manner consistent with all applicable legal requirements, and such fee or assessment shall not exceed \$0.0015 per square foot of land within the Property.

4.10 Uniformly Applied Development Standards and Stipulated Conditions of Approval. OWNER acknowledges that in order to ensure that each Project developed on the Property is consistent with the General Plan, CITY has developed certain Uniformly Applied Development Standards and Stipulated Conditions of Approval, attached hereto as Exhibit "F" and incorporated herein by this reference (the "Conditions of Approval") that OWNER must comply with as part of the development of each Project. CITY shall not issue any building permits for a Project until OWNER has complied with the Conditions of Approval that are applicable to that Project.

4.11 Monument Sign.

4.11.1 OWNER shall be jointly responsible, with all other landowners in the Northeast Annexation Area, to fund the design and construction of a monument sign for the Northeast Annexation Area at a location in the public right of way or on public property as designated by the CITY. OWNER and the other property owners in the Northeast Annexation Area shall jointly fund and CITY shall design the monument sign, which shall be illuminated and approximately 120 square feet per side of a multi-sided sign, and each property owner in the Northeast Annexation Area shall pay their proportionate share of such design costs based on each owner's percentage ownership of the total area of the Northeast Annexation Area (excluding the approximately 70 acres currently owned by California Compass Logistics Center, LLC ("California Compass"), which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area) as determined by the City. In the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass.

4.11.2 The monument sign shall be constructed and installed as designed by CITY at such time that the CITY has issued building permits for 400,000 square feet of building space within the Northeast Annexation Area. If OWNER receives the building permit or permits that results in a total amount of approved development of greater than 400,000 square feet of building space in the Northeast Annexation Area, then OWNER shall be obligated to construct and install the monument sign as designed by the CITY. In such case, CITY shall grant to OWNER all necessary encroachment permits to construct the monument sign.

4.11.3 OWNER and other property owners that are issued building permits for development prior to the triggering of the requirement to construct the monument sign as set forth in Section 4.11.2 above shall be required to pay an estimated pro rata share of the cost of the monument sign at the time of issuance of building permits, until building permits are issued for 400,000 square feet of building space in the Northeast Annexation Area. Within 90 days following the Annexation Date, the City shall develop an estimate of the cost of design, construction and installation of the monument sign, and shall notify each property owner of such estimated cost. Thereafter, with each building permit, each property owner shall be required to pay a proportionate share of the cost of the monument sign, which proportionate share shall be calculated by multiplying the estimated cost by a fraction for which the numerator is the total number of building square feet authorized for construction by the building permit, and the denominator is the estimated total number of building square feet that can be constructed in the Northeast Annexation area, which is 6,720,000 square feet. Following construction of the monument sign, CITY shall determine the actual proportionate share of each property owner in accordance with Section 4.15, and each property owner shall be required to pay the balance of their proportionate share of the cost of the monument sign in accordance with Section 4.15.

4.11.4 Upon completion of the monument sign, OWNER shall submit to CITY evidence of the total cost of construction and installation of the monument sign incurred by OWNER. Thereafter, each property owner in the Northeast Annexation Area shall be required to pay to CITY its proportionate share of the cost of the design, construction and installation of the monument sign, and shall not receive any further building permits after completion of the monument sign until said owner has paid its proportionate share of the monument sign. The reimbursement obligation shall be determined and administered in a manner consistent with the process set forth in Section 4.15 of this Agreement. CITY shall have no obligation for such reimbursement of costs except for those funds received from other property owners in the Northeast Annexation Area as provided in this Section and Section 4.15. This provision shall be included in the development agreements for each property owner in the Northeast Annexation Area, and in the event that another property owner is required to construct the monument sign, rather than OWNER, then following construction of the monument sign, CITY shall notify OWNER of its proportionate share of the design, construction and installation of the monument sign. OWNER shall not receive any further building permits unless and until such amount is paid to CITY in full.

4.12 East Main Street Landscaping.

4.12.1 OWNER shall be jointly responsible, with all other landowners in the Northeast Annexation Area, to fund the cost of installation of landscaping along that certain frontage along East Main Street, on property and right of way owned by the Yolo Shortline

Railroad Company (“Yolo Shortline”), in accordance with that certain Landscaping Agreement entered into by and between CITY and Yolo Shortline, the terms and obligations of which are incorporated herein by this reference (the “Landscaping Agreement”). The landscape design shall be submitted to the City for approval and shall be in accordance with current City development standards at such time that the CITY has issued building permits for 850,000 square feet of development within the Northeast Annexation Area (the “East Main Landscaping Improvements”).

4.12.2 If OWNER receives the building permit or permits that results in a total amount of approved development of greater than 850,000 square feet of building space in the Northeast Annexation Area, then OWNER shall be obligated to install the East Main Landscaping Improvements. OWNER shall install such East Main Landscaping Improvements on behalf of CITY pursuant to the Landscaping Agreement, and shall enter into such subsequent assignment or license agreements with OWNER and/or Yolo Shortline so as to allow OWNER to install such improvements.

4.12.3 OWNER and other property owners that are issued building permits for development prior to the triggering of the requirement to install the East Main Landscaping Improvements as set forth in Section 4.12.2 above shall be required to pay an estimated pro rata share of the cost of the East Main Landscaping Improvements at the time of issuance of building permits, until building permits are issued for 850,000 square feet of building space in the Northeast Annexation Area. Within 90 days following the Annexation Date, the City shall develop an estimate of the cost of installation of the East Main Landscaping Improvements, and shall notify each property owner of such estimated cost. Thereafter, with each building permit, each property owner shall be required to pay a proportionate share of the cost of the East Main Landscaping Improvements, which proportionate share shall be calculated by multiplying the estimated cost by a fraction for which the numerator is the total number of building square feet authorized for construction by the building permit, and the denominator is the estimated total number of building square feet that can be constructed in the Northeast Annexation area, which is 6,720,000 square feet. Following installation of the East Main Landscaping Improvements, CITY shall determine the actual proportionate share of each property owner in accordance with Section 4.15, and each property owner shall be required to pay the balance of their proportionate share of the cost of the monument sign in accordance with Section 4.15.

4.12.4 Upon completion of the East Main Landscaping Improvements, OWNER shall submit to CITY evidence of the total cost of design and construction and installation of the East Main Landscaping Improvements incurred by OWNER. Thereafter, each property owner in the Northeast Annexation Area shall be required to pay to CITY its proportionate share of the cost of the design, construction and installation of the East Main Landscaping Improvements (excluding the approximately 70 acres currently owned by California Compass, which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area), and shall not receive any further building permits after completion of the East Main Landscaping Improvements until said owner has paid its proportionate share of the East Main Landscaping Improvements. CITY shall then pass the amounts paid by the other property owners through to OWNER as reimbursement for its costs. CITY shall have no obligation for such reimbursement of costs except for those funds received from other property owners in the Northeast Annexation Area as provided in this Section. In the event the 70 acres is not dedicated

to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass.

4.12.5 This provision shall be included in the development agreements for each property owner in the Northeast Annexation Area, and in the event that another property owner is required to install the East Main Landscaping Improvements, rather than OWNER, then following installation of the East Main Landscaping Improvements, CITY shall notify OWNER of its proportionate share of the cost of installation of the East Main Landscaping Improvements. OWNER shall not receive any further building permits unless and until such amount is paid to CITY in full.

4.13 Traffic Study and Roadway Improvements.

4.13.1 Prior to approval of a tentative subdivision or parcel map for each Project undertaken by OWNER, or if a parcel map or subdivision map is not required for the Project, then prior to issuance of a building permit for the Project, OWNER shall fund a traffic study prepared pursuant to a scope of work and by a traffic engineer both approved by CITY, which shall analyze level of service (LOS”) impacts based on the City’s General Plan from the Project plus both existing and approved projects, as well as LOS impacts for the Project plus cumulative traffic impacts under the City’s General Plan. The traffic study shall also address safety and operational traffic impacts from the Project, and OWNER shall implement all mitigation measures recommended by the traffic study that are triggered by the applicable Project to assure compliance with the LOS standards set forth in the City’s General Plan. At the City’s option, the Traffic Study may be managed by the OWNER or by the CITY. OWNER shall provide security in a form and amount deemed satisfactory by the City Engineer to ensure construction and completion of all mitigation measures prior to issuance of a final map (for a subdivision map or a parcel map) for each Project undertaken by OWNER. If a final map (for a subdivision map or a parcel map) is not required for the Project, then OWNER shall provide security in a form and amount deemed satisfactory by the City Engineer to ensure construction and completion of all mitigation measures prior to issuance of any building permit for development of the Property and all required mitigation measures must be completed prior to and as a condition precedent to issuance of a certificate of occupancy for any building located on the Property. If OWNER develops a Project in phases, they may, at their option, perform as part of the traffic study analysis to determine the improvements triggered by each phase of development and implement the mitigation measures accordingly.

4.13.2 In addition to the improvements required by the Traffic Study, certain pavement rehabilitation will need to be performed on the roadways adjacent to the Northeast Annexation Area (CR 102 from E Main Street to northern urban limit line, E Beamer St from the western boundary of the Knaggs parcel to the eastern urban limit line). At the time that any roadway improvements on the roadways described above that are conditioned by the Traffic Study are performed, then roadway rehabilitation work shall be performed by OWNER on the same roadway segment in conjunction with the roadway improvements required in Section 4.13.1. If the Traffic Study does not require roadway improvements on a road segment, then roadway rehabilitation work on any of the road segments described above that abuts the Property is required to be completed prior to the first building permit for the Property, or pursuant to a public improvement agreement approved by the City and subject to the posting of security as

provided for in Section 4.13.1. Roadway rehabilitation work shall be performed consistent with the City's Engineering Standards. OWNER acknowledges and agrees that each property owner in the Northeast Annexation Area will be responsible for the full cost of the road rehabilitation work adjacent to their property, except that the cost of the road rehabilitation work for the segment of East Beamer Street east of the centerline of County Road 102 shall be shared between OWNER and Netaj, LLC, with OWNER paying 40% of such costs, and Netaj, LLC paying 60% of such costs. If OWNER performs road rehabilitation work on the frontage of a different property, then they shall be eligible for reimbursement consistent with the procedures of section 4.15, except that OWNER will be fully reimbursed by the fronting property owner for the costs of road rehabilitation work to the road segments adjacent to the property of such fronting property owner, and OWNER shall fully reimburse any other property owner who completes road rehabilitation work on road segments adjacent to the Property. All OWNERS in the Northeast Annexation Area are jointly responsible for the road rehabilitation work on CR 102 in front of APN's 027-370-035 and 027-370-009 (also known as Adam's Grain) and the property owner that completes the rehabilitation of that road segment shall be reimbursed consistent with section 4.15.

4.14 Recycled Water Use Requirement. OWNER agrees and acknowledges that prior to issuance of any building permits for the Project, CITY shall evaluate in accordance with Section 13.44.190 of the Woodland Municipal Code whether the Project includes landscape irrigation and/or industrial water usage for which recycled water would be appropriate, and if so, OWNER shall utilize recycled water for the appropriate components of the Project. In accordance with Section 13.44.190, if the CITY determines based on its evaluation that use of recycled water is appropriate, but recycled water is not yet available to the Property, OWNER shall install an appropriate recycled water distribution system connection point within the Project to accommodate recycled water at such time as recycled water becomes available to the Property. The connection point shall be subject to the review and approval of the City.

4.15 Reimbursement for Costs Incurred under this Agreement.

4.15.1 Upon completion by OWNER of any of the improvements described in this Article 4 that are subject to reimbursement from other property owners within the Northeast Annexation Area, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER for costs incurred by OWNER in excess of its proportionate share of such costs. The reimbursement agreement shall establish the amount to be reimbursed by other property owners to OWNER, including the amount owed by each property owner. The outstanding amounts owed by each property owner shall adjusted annually by a percentage increase equal to the annual adjustment made to CITY's Development Impact Fees based on the Construction Cost Index as published in the Engineering News Record until such amounts are paid in full. Unless the CITY determines that there is a more appropriate way to allocate costs for certain improvements, the proportionate share of costs shall be determined based on the total acreage of the Property as compared to the total acreage of the Northeast Annexation Area in its entirety. Such calculation shall exclude the approximately 70 acres currently owned by California Compass, which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area, provided that in the event the 70

acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass. The CITY may, at its discretion, adopt one or more fees based on an area of benefit comprised of the Northeast Annexation Area to facilitate collection of the reimbursements contemplated in this Agreement. In the event that CITY adopts such fee or fees, OWNER will consent to the levy of such fee, provided it is levied in a manner consistent with all applicable laws governing the implementation of such fee.

4.15.2 It is the intent of this Article 4 to provide timely reimbursement of any Owner (“Advancing Owner”) who advances costs which benefit the remaining Owners in the Northeast Annexation Area (“Reimbursing Owners”) for those costs which are recognized as reimbursable under this Agreement. Except as provided below, if an Advancing Owner who constructs improvements or incurs expenses which qualify as reimbursable costs pursuant to this Article 4 has not been reimbursed by a Reimbursing Owner for that Owner’s pro-rata share by the 7th anniversary of the Effective Date, then the Advancing Owner shall be entitled to payment of any remaining obligation owed by the Reimbursing Owner. The Advancing Owner shall give written notice of demand to the City and any Reimbursing Owners, which reimbursement shall be paid directly to the Advancing Owner by the Reimbursing Owner(s) within 30 calendar days of demand. If requested by either party, the City shall provide an accounting, a calculation of pro-rata shares and shall determine what are the reasonable reimbursable costs. The City’s determinations shall be binding upon the Owners. In the event that a reimbursable cost is incurred after the 7th anniversary of the Effective Date, the City and the property owners within the Northeast Annexation Area shall address reimbursement in accordance with the terms of this Article 4 applicable to such costs. Notwithstanding the foregoing, OWNER shall not be deemed to be a Reimbursing Owner under this Agreement unless and until the later to occur of (i) the close of escrow on the sale of all or substantially all of the Property to a third party, or (ii) the commencement by OWNER of the development of the Property, as evidenced by the issuance of a building permit or a subdivision map for the Property as requested by OWNER..

5. FINANCING OF INFRASTRUCTURE IMPROVEMENTS AND OTHER OBLIGATIONS.

If deemed appropriate, CITY and OWNER, along with other property owners in the Northeast Annexation Area will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of the Infrastructure Improvements and other improvements required as set forth in 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 Infrastructure Improvements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. 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.

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. CITY staff time spent on the annual review shall be charged to 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 terminate this Agreement, or exercise its remedies under Article 7 of 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 regarding Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with 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 that CITY proposes to terminate the Agreement; and,
- (c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

In the event that the City opts to pursue other remedies available under this Agreement it shall do so in accordance with the provisions of Article 7 of this Agreement

6.3 Hearing on Termination. At the time and place set for the hearing on 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 this Agreement. 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 Planning 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 anticipated development of the Property, 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 in agreeing to the terms of this Agreement and will perform extensive planning and processing for the development of the Property and will be investing even more significant time and resources in implementing future Project or Projects 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, 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, CITY may terminate 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.

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 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, provided that any such encumbrance shall be subject to the requirements of this Agreement, including but not limited to the dedication of certain property as set forth in Section 4.3 of this Agreement, which must be released from any such encumbrance prior to dedication to the CITY. 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 the payment of the fees and dedications of land 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.

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.

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. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

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
(Northeast Annexation Area—Kilkenny-Marks Investors, LLC)**

"OWNER"

KILKENNY-MARKS INVESTORS, LLC,
a California limited liability company

By: _____

Name: Stephen Marks, Sr.
Its: Managing Member

By: _____

Name: Mark Kilkenny
Its: Managing Member

Date: _____

"CITY"

CITY OF WOODLAND
a California municipal corporation

By: _____

Victoria Fernandez
Mayor

Date: _____

ATTEST:

Ana Gonzalez
City Clerk

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

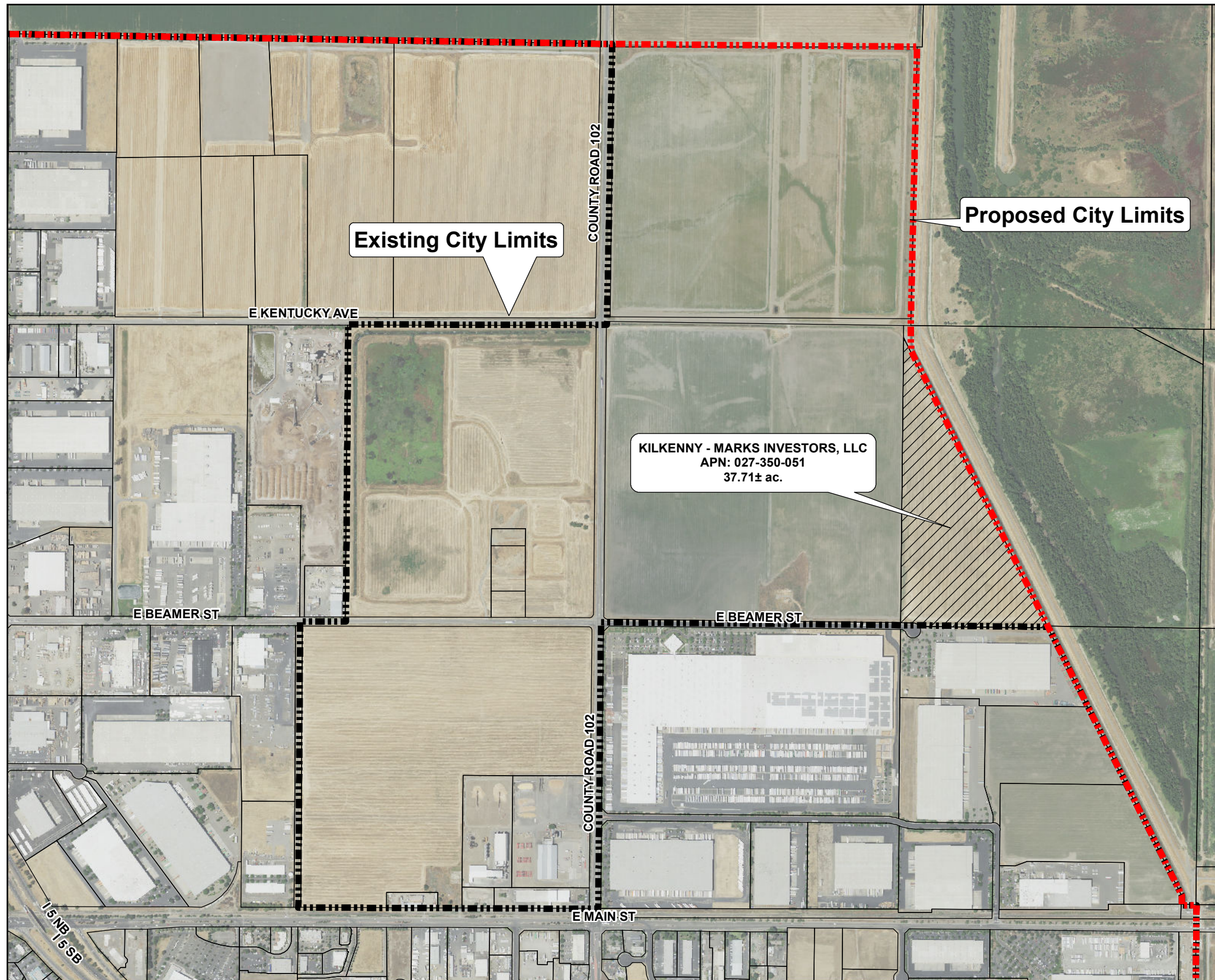
Legal Description

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

Parcel 1, as shown on Parcel Map No. 4331, filed in the Office of the Yolo County Recorder December 31, 1998, in Book 1998 of Maps, at Pages 117 and 118.

Excepting therefrom an undivided 1/2 interest in and to all oil, gas, mineral and other hydrocarbon substances lying in, on and under said land, as conveyed to Money-Bank Smith Co., by deed recorded June 6, 1960 in Book 606 Page 22, Official Records.

APN: 027-350-051-000



Legend

 Existing City Boundary

 Proposed City Boundary

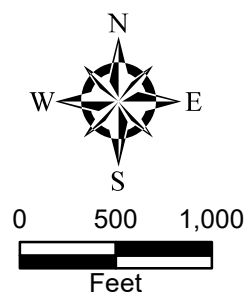


Exhibit B

KILKENNY - MARKS INVESTORS, LLC

City of Woodland

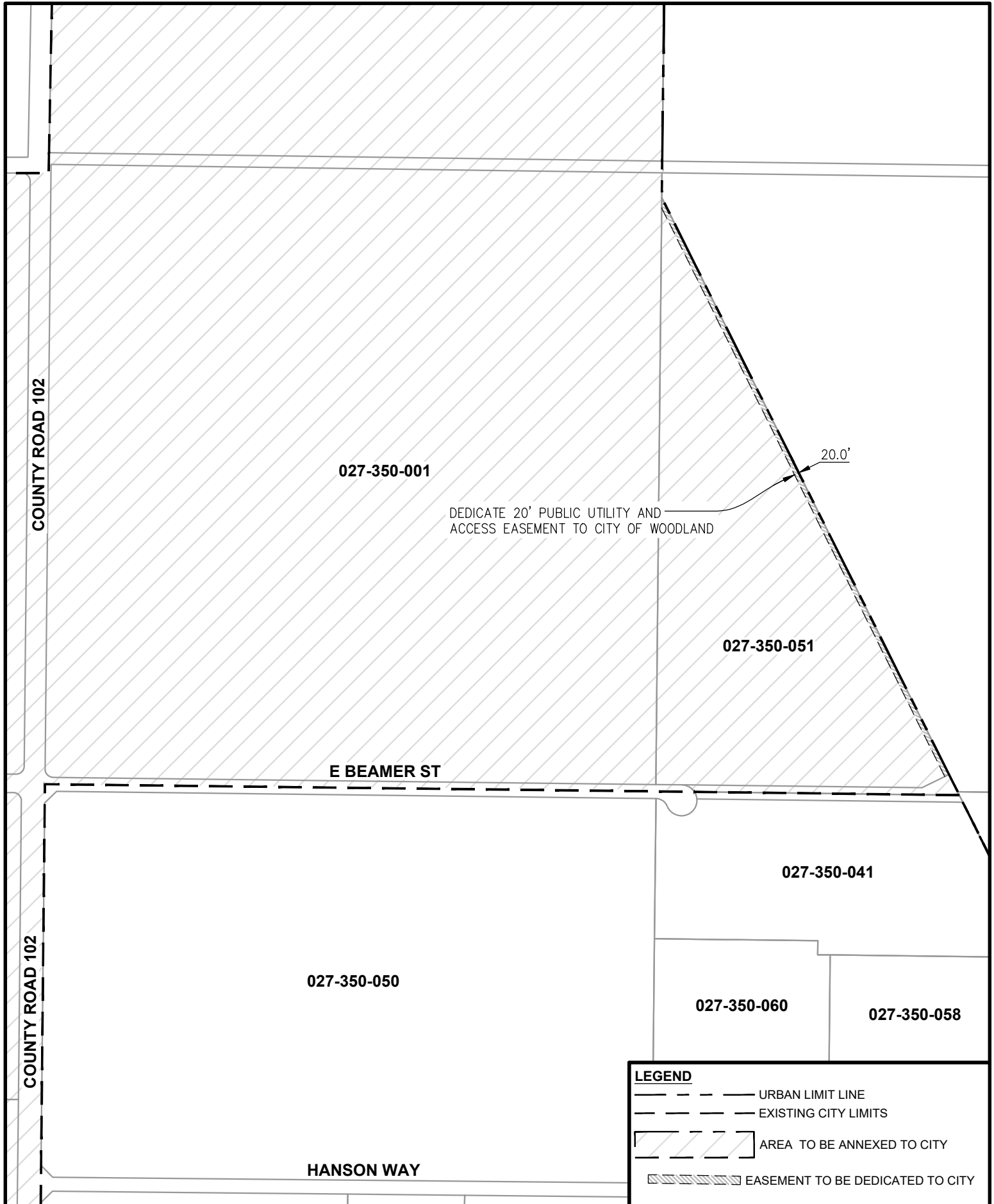
County of Yolo, California

MACKay & Somps

ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678

Date: 10/31/2023 7741.800



LEGEND

- URBAN LIMIT LINE
- EXISTING CITY LIMITS
- [Diagonal Lines] AREA TO BE ANNEXED TO CITY
- [Diagonal Lines] EASEMENT TO BE DEDICATED TO CITY



**EXHIBIT C: EASEMENTS TO BE DEDICATED
TO THE CITY OF WOODLAND**



**CITY OF
WOODLAND**
CALIFORNIA

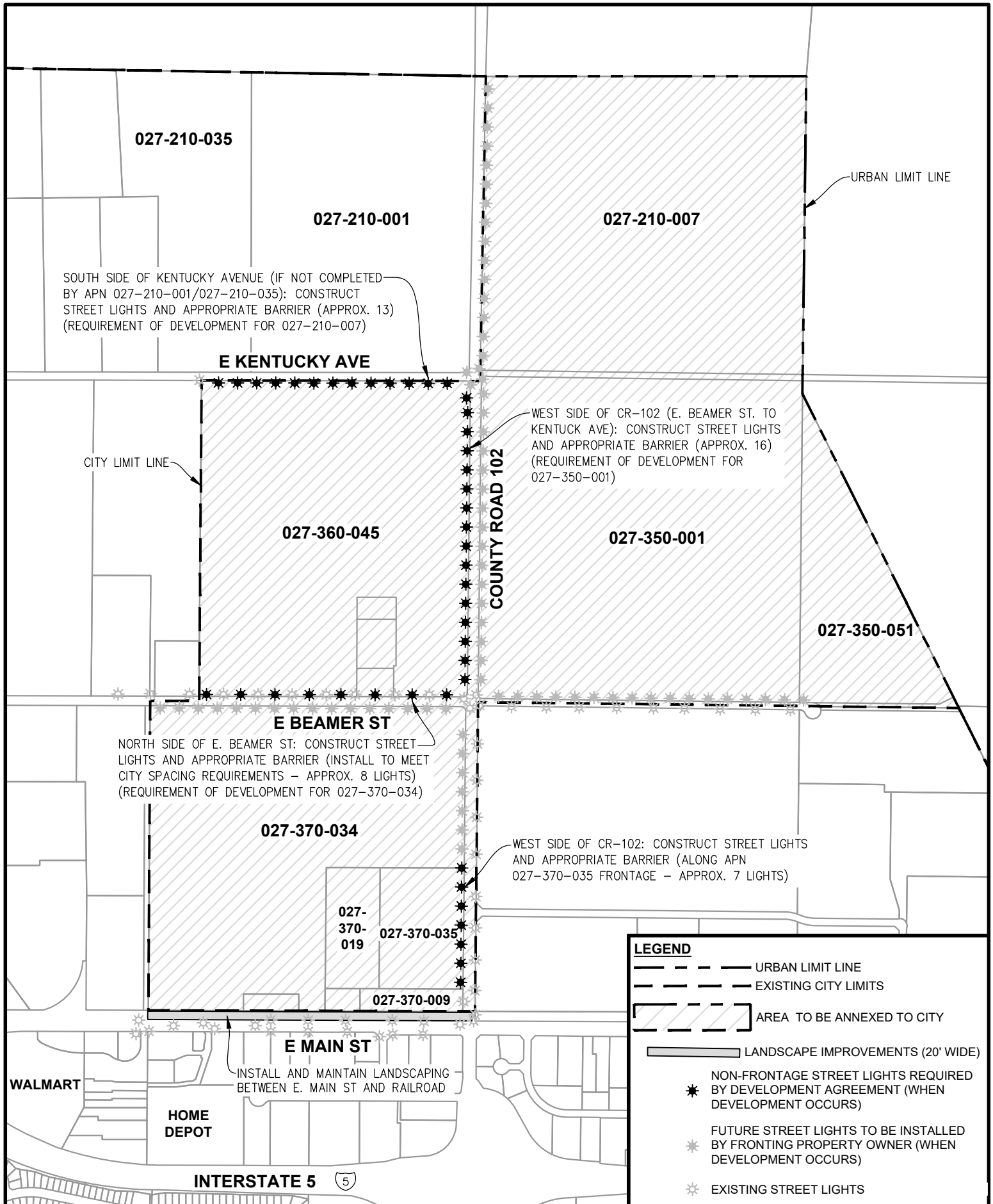
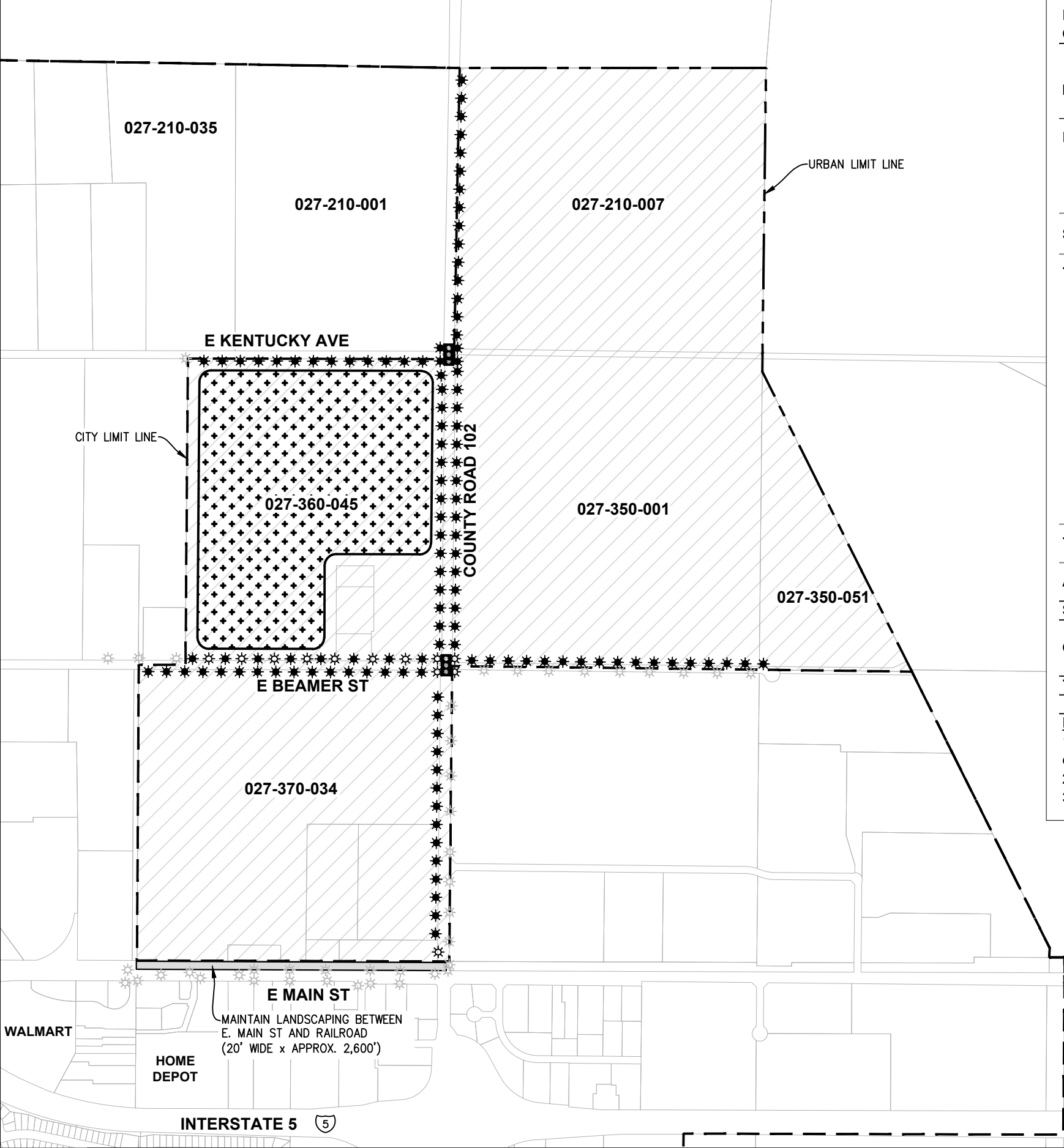


EXHIBIT D: REQUIRED INFRASTRUCTURE IMPROVEMENTS





NE Area Annexation - Maintenance Community Facilities District Operation and Maintenance Items at Full Build-Out				
Item	Unit Cost	Approximate Quantities	Units	Annual Assessment
Landscaping				
Entry Monument	TBD	1	EA	TBD
Landscaping Adjacent to Railroad - Maintenance	TBD	52,000	SF	TBD
Landscaping Adjacent to Railroad - Irrigation	TBD	52,000	SF	TBD
Storm Drainage Basin Maintenance Responsibility¹				
	TBD	1.00	LS	TBD
Traffic Signals & Lighting				
Street Lights ² (131 total to be maintained in district)				
CR-102 (7,500 LF)				
btw Main St & Beamer (2,500 lf) west side only	TBD	17	EA	TBD
btw Beamer & Kentucky (2,500 lf) both sides	TBD	36	EA	TBD
btw Kentucky & City Limit (2,500 lf) east side only	TBD	17	EA	TBD
E. Beamer (5,000 LF)				
Knaggs & City frontage (2,500 lf) both sides	TBD	31	EA	TBD
East of CR-102 (2,500 lf) north side only	TBD	17	EA	TBD
E. Kentucky (2,200 LF)				
City prop frontage (2,200 LF) south side only	TBD	13	EA	TBD
Traffic Signals ³	TBD	2	EA	TBD
TDM/VMT/Transit Program (public transportation services and administration)				
	TBD	1	LS	TBD
Administrative Fee				
	TBD	1	LS	TBD
Subtotal				TBD
Contingency				TBD
Total				TBD

Notes:
1. Storm Drainage basin maint. assumes proportionate contribution for CFD area and a proportionate contribution for the maintenance of downstream storm drainage improvements.
2. Total street light count assumes arterial roads in industrial area with spacing of 155' and lighting on both sides of street.
3. Assumes existing traffic signal at E. Beamer and CR-102 will be added to district.

LEGEND

URBAN LIMIT LINE

EXISTING CITY LIMITS

AREA TO BE ANNEXED TO CITY

LANDSCAPE MAINT. AREA (20' WIDE)

STORM DRAINAGE BASIN TO BE PARTIALLY MAINTAINED BY CFD

TRAFFIC SIGNALS TO BE MAINTAINED BY CFD

*

PROPOSED STREET LIGHTS TO BE MAINTAINED BY CFD

*

EXISTING STREET LIGHTS TO BE MAINTAINED BY CFD

*

EXISTING STREET LIGHTS OUTSIDE THE LIMITS OF THE CFD

Exhibit F

Uniformly Applied Development Standards and Stipulated Conditions of Approval

APPENDIX A

Uniformly Applied Development Standards and Stipulated Conditions of Approval

Final City of Woodland Annexation Initial Study

Prepared for:

City of Woodland
300 First Street
Woodland, CA 95695

Contact Info:

Erika Bumgardner
Erika.Bumgardner@cityofwoodland.org

Prepared by:

AECOM
2020 L Street, Suite 400
Sacramento, CA 95811

Contact:

Matthew Gerken
Project Manager
916/414-5800

AECOM

June 2022

1 INTRODUCTION

The following tables provide a detailed summary of the City's General Plan Policies and Implementation Programs applicable to minimizing and avoiding potential environmental impacts, as analyzed and identified through the 2035 General Plan and Climate Action Plan (CAP) Environmental Impact Report (EIR). Table A-1 identifies those General Plan Policies and Implementation Programs that would be relevant to future development within the proposed annexation areas, such that future development would be consistent with the 2035 General Plan and CAP, as applicable, and implement required measures to minimize potential environmental impacts in accordance with the 2035 General Plan and CAP EIR. Within Table A-1, the relevant policies, regulations, and development standards that would be uniformly applied to all future development within the annexation areas, as applicable, are identified. In the case that no such uniformly applied policy, regulation, or development standard currently exists to implement a required General Plan Policy or Implementation Program, then the policy or program would be enforced through a Condition of Approval on any future development within the proposed annexation areas. Table A-2 specifically identifies the Conditions of Approval that would be required of any future development within the proposed annexation areas; the City would require a project demonstrate consistency with the applicable Conditions of Approval prior to the issuance of a grading permit or improvement plans.

Table A-1. 2035 General Plan Policies and Uniformly Applied Development Standards, Policies, and Regulations Applicable to Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Aesthetic Resources	a) Have a substantial adverse effect on a scenic vista?	None required.	
Aesthetic Resources	b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	None required.	
Aesthetic Resources	c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	None required.	
Aesthetic Resources	d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	General Plan Policy 2.F.4 Light Pollution. Control artificial lighting to avoid spill-over lighting and preserve the night sky. General Plan Policy 2.F.5 Glare. Control artificial lighting to prevent glare.	Woodland Municipal Code, Title 17 Zoning, Section 17.92.060 I Industrial Zone (Performance Standards) City of Woodland Interim Zoning Ordinance 2020, Section 3.11.A4 (Exterior Lighting) City of Woodland Community

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
			Design Standards, Lighting Standards
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	General Plan Policy 2.A.3 Agricultural Mitigation. For impacts to agriculture within the Urban Limit Line, require one acre to be permanently conserved for every acre converted to urban development. The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located as close to the Woodland Urban Limit Line as possible. General Plan Policy 7.C.5. Agricultural Buffer. Require 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. Equivalent means of providing agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.	City of Woodland Municipal Code, Section 15.33 Condition of Approval required for General Plan Policy 7.C.5; see Table A-2.
Agricultural and Forestry Resources	b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	None required.	
Agricultural and Forestry Resources	c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	None required.	
Agricultural and Forestry Resources	d) Result in the loss of forest land or conversion of forest land to non-forest use?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Agricultural and Forestry Resources	e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	None required.	
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.	
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Implementation Program 7.18. New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch.	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Condition of Approval required for General Plan Implementation Program 7.18; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.	
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors.	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Conditions of Approval required for General Plan Policy 7.F.3, and Implementation Programs 7.17 and 7.19; see Table A-2.

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		d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City's land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source's operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.	
	d) Result in other emissions (such as those leading to	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	odors) adversely affecting a substantial number of people?		
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the annexation areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) Migratory Bird Treaty Act, 16 U.S.C. Section 703, et. Seq Protection of Bird Nests and Raptors, California Fish and Game Code, Section 3503 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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 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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. <i>Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP:</i> Suitable habitat for the western burrowing owl is present within the proposed	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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.	
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.8 Native and Compatible Non-Native Plant Species. 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. General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. Implementation Program 7.6. If the project would result in fill or alteration of a waterway or any body of water supporting riparian forest habitat, the City will require project proponent/s to notify the California Department of Fish and Wildlife, obtain a Lake and Streambed Alteration Agreement if determined necessary by the California Department of Fish and Wildlife, and comply with all conditions of the Lake and Streambed Alteration Agreement. General Plan Implementation Program 7.4. (See Biological Resource impact area a) above)	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) City of Woodland Community Design Standards, Landscaping California Fish and Game Code Section 1602 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4. (See Biological Resources impact area a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete a delineation of waters of the United States	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance City of Woodland Community Design Standards, Landscaping Clean Water Act, Section 401 and

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	other means?	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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.	Section 404 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i> To ensure appropriate review of potential impacts to wetlands and other waters of the United States, Conditions of Approval required for General Plan Implementation Program 7.5 and Compliance Measures Bio 2; see Table A-2.
Biological Resources	d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with	None required.	

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	established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		
Biological Resources	e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	None required.	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.	
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.13. a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist¹ 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).	California Public Resources Code 5097 Archaeological Resources Protection Act (16 U.S. Code 470aa-470mm) National Historic Preservation Act (54 U.S. Code Section 300101 et seq.) Conditions of Approval required

¹ 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 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 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.

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		b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training 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.	for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

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Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources; see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.	
Cultural Resources	c) Disturb any human remains, including those interred outside of formal cemeteries?	General Plan Implementation Program 7.14. a. 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: - the coroner shall contact the Native American Heritage Commission within 24 hours; - 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 - 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	California Health and Safety Code, Section 7050 through 7052 California Native American Graves Protection and Repatriation Act, Health and Safety Code, Division 7, Part 2, Chapter 5 Section 8010 through 8030 National Historic Preservation Act (36 CFR 60) Procedures for the Protection of Historic Properties (33 CFR 325 Appendix C)

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		(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.	
Energy	a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan. General Plan Policy 3.E.4 Interconnected Network. Require new development to create complete pedestrian networks with linkages such as walkways, paseos, and shared-use paths that interconnect pedestrian facilities. Policy 3.F.4 Bicycle Facilities. Require residential, commercial, and industrial developments to include bicycle lanes or pathways in accordance with the Bikeway Master Plan or Specific Plans when constructing new roadways or upgrading existing streets. General Plan Policy 5.H.9 Reduce Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible.	City of Woodland Municipal Code 13.32 for Water Conservation City of Woodland Municipal Code Article 17.112 for Landscaping. City of Woodland Interim Zoning Code Section 3.06.E.7 through 10, and 11 for connectivity, pedestrian access, outdoor spaces and shading within Community Commercial Zones. City of Woodland Community Design Standards California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7, Model Water Efficient Landscape Ordinance
Energy	b) Conflict with or obstruct a state or local plan for renewable energy or energy	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	See Energy impact topic a) above.

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	efficiency?		
Geology, Soils, Minerals Resources, and Paleontological Resources	a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.) ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?	General Plan Policy 8.A.1. Minimize Seismic Risk. Continue to maintain and enforce appropriate standards to ensure new development is designed to meet current safety standards associated with seismic activity. Require public and private development to be located, designed, and constructed to minimize the risk of loss of life and injury in the event of a major earthquake or other natural disaster. General Plan Policy 8.A.2. Geologic-Seismic Analysis. Require the preparation of a soils engineering and geologic-seismic analysis prior to permitting development in areas prone to geological or seismic hazards (i.e., groundshaking, liquefaction, expansive soils).	City of Woodland Municipal Codes Chapter 15.04 Building Codes Earthquake Hazards Reduction Act, Public Law 95-124 California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law) California Code of Regulations Title 5, Division, Chapter 14, Sections 14001–14036
Geology, Soils, Minerals Resources, and Paleontological Resources	b) Result in substantial soil erosion or the loss of topsoil?	General Plan Policy 5.I.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater;	City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) for compliance with the City's Phase II MS4 permit with the State Water

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		- Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; - Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; - Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; - On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; and - Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses. General Plan Policy 5.I.5. Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities.	Resources Control Board California State Water Resources Control Board General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Geology, Soils, Minerals Resources, and Paleontological Resources	c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	None required.	
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	General Plan Policy 8.A.3. Expansive Soils. Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.	Condition of Approval required for General Plan Policy 8.A.3; see Table A-2.
Geology, Soils, Minerals Resources, and Paleontological Resources	e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for	General Plan Policy 5.H.6. Connection to Sewer System. Require all sewage generators within its service area to connect to the City's system, except those areas where the City has determined a connection to the City's sewage collection system would be infeasible. General Plan Implementation Program 5. 14. Where soils are proposed for use as leach fields associated with wastewater treatment, the City shall require a site-	City of Woodland Municipal Code Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.020 City of Woodland Municipal Code

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	the disposal of waste water?	specific evaluation by a licensed geotechnical engineer regarding the soil suitability, including a perc test, as appropriate. All septic systems or other forms of on-site wastewater treatment and disposal facilities shall be designed by a licensed geotechnical or civil engineer. On-site wastewater treatment systems shall be designed to meet the following parameters: • provide available effective absorptive area in both primary and reserve disposal fields; • provide appropriate separation between the disposal field bottom and groundwater or a restrictive soil layer; • factor the ground slope in both the primary and reserve disposal field areas; • factor the influent wastewater strength and quantity in wastewater system design; • accommodate requirements for setbacks from wells, surface waters, and property boundaries; and • provide treatment of wastewater such that it does not adversely affect water quality or endanger public health.	Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.030
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.15. • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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	Conditions of Approval required for General Plan Implementation Program 7.15; see Table A-2.

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		can resume at the site where the paleontological resources were discovered.	
Greenhouse Gas Emissions	a, b) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purposes of Reducing Emissions of Greenhouse Gas Emissions?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	City of Woodland Municipal Code Article 17.112 for Landscaping. California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance Condition of Approval required for implementation of General Plan Policy 2.C.2; see Table A-2.
Hazards and Hazardous Materials	a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010 City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous	b) Create a significant hazard to the public or the	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010

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Materials	environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous Materials	c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	None required.	
Hazards and Hazardous Materials	d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	None required.	
Hazards and Hazardous Materials	e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or	None required.	

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	working in the project area?		
Hazards and Hazardous Materials	f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	None required.	
Hazards and Hazardous Materials	g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	None required.	
Hydrology and Water Quality	a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		General Plan Policy 5.1.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff.	
Hydrology and Water Quality	b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that there the project may impede sustainable groundwater management of the basin?	General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Hydrology and Water Quality	c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	i) Result in substantial erosion or siltation on- or off-site; ii, iii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; iv) Impede or redirect flood flows.	runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design. General Plan Policy 5.I.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. General Plan Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff. General Plan Policy 8.B.2. Flood Hazard Evaluation. Require evaluation of potential flood hazards prior to approval of development projects. Require proponents of new development to submit accurate topographic and flow characteristics information. This will include depiction of the 200-year floodplain boundaries under fully developed, pre- and post-project runoff conditions. General Plan Policy 8.B.3. New Development in Flood Hazard Zones. No subdivisions, development agreements, or permits that would place development within a flood hazard zone can be approved unless the City makes explicit findings that either existing flood management facilities provide an adequate level of protection from flooding, the City has conditioned the project to provide an adequate level of protection, or the local flood management agency has made adequate progress on the construction of a flood protection system that will provide adequate protection. <i>[Further detailed requirements of review are</i>	City of Woodland Municipal Code, Chapter 15.12. City of Woodland Municipal Code, Chapter 17.96 SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		<i>provided on page SE-59 of the 2035 General Plan]</i> General Plan Policy 8.B.5. Protective Structures. Require installation of protective structures or other design measures to protect proposed building and development sites from the effects of flooding. General Plan Policy 8.B.7. Adjacent Property. Require that new flood management projects or development within areas subject to flooding ensure that floodwaters will not be diverted into adjacent property to increase flood hazards on properties located elsewhere unless secured through a flood easement or fee title buyout. General Plan Policy 8.B.11. Levee Inundation Area. Require new development in levee inundation areas to conduct an analysis of risk from levee failure.	
Hydrology and Water Quality	d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	None required.	
Hydrology and Water Quality	e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	See Hydrology and Water Quality impact questions a) and b) above.	
Land Use and Planning	a) Physically divide an established community?	None required.	
Land Use and Planning	b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	None required.	
Mineral Resources	a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	None required.	

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Mineral Resources	b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	None required.	
Noise and Vibration	a) Generation of a substantial temporary or permanent 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?	General Plan Policy 8.G.3 Noise Exposure from Transportation Sources. Require noise-reducing mitigation to meet allowable outdoor and indoor noise exposure standards in Table 8-7 [of the 2035 General Plan]. Noise mitigation measures that may be approved to achieve these noise level targets include but are not limited to the following: • Construct facades with substantial weight and insulation; • 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 minimum setbacks and exterior barriers; • 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. General Plan Policy 8.G.5 New Noise-Sensitive Receptors. Prohibit development of new noise-sensitive receptors where the noise level due to non-transportation noise sources will exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of the new development, unless effective noise mitigation measures have been incorporated into the development design to achieve the standards. Create peaceful outdoor spaces where possible, but acknowledge that particular ambient outdoor thresholds may not always be achievable. Require noise mitigation to assure acceptable interior noise levels appropriate to the land use type: • 45 dB L_{dn} for residential, transient lodgings, hospitals, nursing homes, and other uses where people normally sleep; and • 45 dB L_{eq} (peak hour) for office buildings and similar uses. General Plan Policy 8.G.6 New Non-Transportation Noise Sources. Require that noise created by new non-transportation noise sources be mitigated so as not to exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of lands designated for noise-	City of Woodland Municipal Code, Title 17 Zoning, Chapter 17.92 Industrial Zone, Section 17.92.060 Performance Standards City of Woodland Construction Noise Guidelines, Municipal Code, Section 9.28.090 (Noise Ordinance) City of Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.7.g (Noise Standards) City of Woodland Community Design Standards, Site Planning for Commercial Development City of Woodland Municipal Code, Section 9.52 (Right to Farm Ordinance)

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		sensitive receptors. General Plan Policy 8.G.7 Roadway Improvements. Where existing noise-sensitive receptors may be exposed to increased noise levels due to increased roadway capacity and increases in travel speeds associated with roadway improvements, apply the following criteria to determine the significance of increases in noise related to roadway improvement projects: • Where existing traffic noise levels are less than 70 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +5 dB L_{dn} increase in noise levels due to a roadway improvement project, will be considered significant; and • Where existing traffic noise levels range between 70 and 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +3 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant; and • Where existing traffic noise levels are greater than 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +1.5 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant. General Plan Policy 8.G.8 Site and Building Design. Orient buildings such that the noise sensitive portions of a project are shielded from noise sources. General Plan Policy 8.G.9 Existing Development. Promote the use of noise attenuation measures to improve the acoustic environment where existing noise sensitive uses are located in noise-impacted environments, such as along arterial streets or adjacent to noise-producing uses. For non-conforming uses, the burden of noise attenuation falls on the non-conforming use. For allowed uses, the burden falls on the newest use, subject to possible later reimbursement based on benefit received by later use. Allowed uses that are developed simultaneously will share the burden of noise attenuation. General Plan Policy 8.G.10 Right-to-Farm Ordinance. Support the City and County’s right-to-farm ordinances, especially as they relate to noise emanating from agricultural operations adjacent to urban uses, by requiring notification of the potential impacts to adjacent property owners, purchasers, residents, and users. General Plan Policy 8.G.11 Construction Noise. Consider 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. General Plan Policy 8.G.13 Noise Attenuation Barriers. Noise attenuation barriers are strongly discouraged, expect to attenuate noise for existing developed uses, and may be used in the context of new development only when no other approach to noise mitigation is feasible.	

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		General Plan Policy 8.G.14 Vehicle Traffic. New developments shall disperse vehicular traffic onto a network of fully connected smaller roadways and minimize funneling of local traffic onto large-volume, high speed roadways near existing or planned noise-sensitive uses to the maximum extent feasible. General Plan Policy 8.G.15 Operational Noise. In new development areas, service, utility, loading areas, roof-mounted equipment, and noise-generating equipment shall be screened, designed, and located to reduce visibility and noise for surrounding properties and pedestrian areas. General Plan Implementation Program 8.13. - 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. - 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 5 minutes. - 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;	

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		• 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. d. 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.	
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	General Plan Implementation Program 8.12. 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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. General Plan Implementation Program 8.13; see Noise and Vibration checklist item a) above.	Condition of Approval required for implementation of General Plan Implementation Program 8.12; see Table A-2.
Noise and Vibration	c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	None required.	

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Population and Housing	a) 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)?	None required.	
Population and Housing	b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	None required.	
Public Services	a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: Fire Services? Police Protection? Schools? Parks? Other Public Facilities?	General Plan Policy 5.B.4. Development Project Requirements. Require development projects to develop and/or fund fire protection facilities, equipment, personnel, and operations and maintenance that maintain the City's standards, as demonstrated through positive fiscal impacts or through specific funding mechanisms in the event of fiscal deficits.	City of Woodland Community Risk Reduction Division Plan Submittal, Review and Inspection
Recreation	a) Would the project increase the use of existing neighborhood and regional	None required.	

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	parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		
	b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	None required.	
Transportation	a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	General Plan Policy 2.J.6. Multimodal Access. Require convenient, attractive, and safe pedestrian, bicycle, and transit connections both within commercial centers and between centers and surrounding neighborhoods and other destinations. General Plan Policy 3.A.11. New Development. Require all new development to provide convenient bicycle and pedestrian environments and access through building orientation, site layout, traffic management, and connections to transit service and local commercial and community facilities. Development must provide appropriate pedestrian amenities such as street lighting, benches, arcades, canopies, shade trees, art, and seating areas.	City of Woodland Interim Zoning Code Section 3.06.E.7, Connection within Community Commercial Zones City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications City of Woodland Community Design Standards California Building Code, Title 24
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT). Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings. reducing peak period VMT in particular is desirable due to the added benefit of minimizing severe congestion and reducing emissions. use of VMT reduction strategies such as those in the chart below [<i>see General Plan page TC 3-22</i>] (taken from quantifying Greenhouse Gas	Condition of Approval required to implement General Plan Policy 3.A.4; see Table A-2.

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		Mitigation Measures, CAPCOA, 2010) or similar professional research documents is encouraged.	
Transportation	c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Transportation	d) Result in inadequate emergency access?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its	Conditions of Approval Required, see Cultural Resources Impact Topic a), above.	California Public Resources Code Division 5, Chapter 1.75 Section 5097.9 et. seq. Conditions of Approval required for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

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	discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?		
Utilities	a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	General Plan Policy 5.H.9. Reduced Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate and the number of required drain inlets; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration;	Woodland Municipal Code Chapter 13.32, Water Conservation City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

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		- Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and - Innovative engineering practices that allow for compact, connected, and walkable urban design.	
	b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	None required.	
	c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	None required.	
	d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	None required.	
	e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	General Plan Policy 5.J.2. New Development. Require waste collection in all new development and ensure that all new development complies with applicable provisions of the City of Woodland Source Reduction and Recycling Element and the Yolo County Integrated Waste Management Plan.	City of Woodland Municipal Code Chapter 13.36 AB 341: Mandatory Commercial Recycling (MCR) Program AB 1826: Mandatory Commercial Organics Recycling (MORE)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
			Program SB 1383: Short-Lived Climate Pollutant (SLCP) Reduction Strategy
Wildfire	a) If Located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project: i) Substantially impair an adopted emergency response plan or emergency evacuation plan? ii) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? iii) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	iv) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?		

Notes:

AMM	=	avoidance and minimization measures
BMPs	=	best management practices
CAP	=	Climate Action Plan
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
dB	=	decibel
EIR	=	Environmental Impact Report
HCP	=	Habitat Conservation Plan
L _{dn}	=	Day-Night Average Sound Level
L _{eq}	=	Equivalent Sound Level
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District

Table A-2. Conditions of Approval Required of Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Aesthetic Resources	a) through d)	None. Applicable municipal codes and regulations provided in Table A-1.
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on	Condition of Approval required to implement buffer requirements stipulated by General Plan Policy 7.C.5. Agricultural Buffer: Require 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. Equivalent means of providing

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Condition of Approval required to implement emissions reductions requirements stipulated by General Plan Implementation Program 7.18: New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch. k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors. d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City’s land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source’s operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	Condition of Approval to implement requirements stipulated by the City of Woodland Municipal Code Chapter 15.32 for the implementation of the Yolo HCP/NCCP, for all proposed future development, by-right and discretionary, within the annexation areas. This shall achieve the intent of General Plan Policy 7.B.11 and Implementation Program 7.4: General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the Annexation Areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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 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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP: Suitable habitat for the western burrowing owl is present within the proposed annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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.
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.11 and Implementation Program 7.4. (See Biological Resource impact area a) above)
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.11.B and Implementation Program 7.4. (See Biological Resources impact area

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	(including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete 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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource	Condition of Approval required to implement requirements stipulated by: General Plan Implementation Program 7.13.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	pursuant to Section 15064.5?	a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist² 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). b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training Prior to ground-disturbing activities necessary to implement proposed development and infrastructure

² 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 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 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.

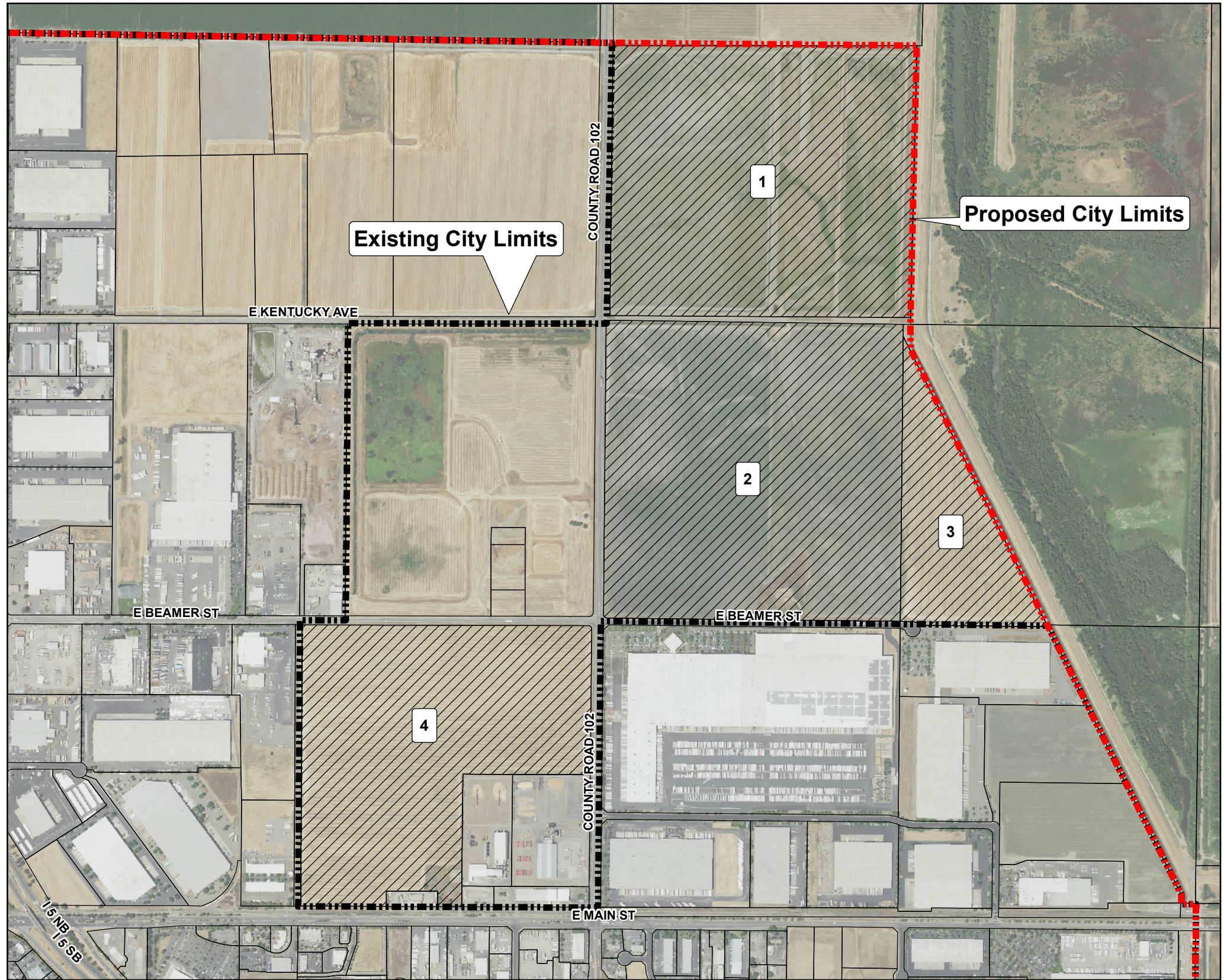
Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric cultural resources that may be discovered during project implementation.
Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.E.2. Discovery of Resources. see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above.
Energy	a) and b)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and Paleontological Resources	a) through c) and e)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	Condition of Approval required to ensure evaluation and siting with regard to expansive soils in accordance with General Plan Policy 8.A.3. Expansive Soils: Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Condition of Approval required to ensure appropriate action in the case of discovery of paleontological resources, in accordance with General Plan Implementation Program 7.15: • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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.
Greenhouse Gas	a) and b)	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Emissions		consistent with the objectives and targets of the City's Climate Action Plan.
Hazards and Hazardous Materials	a) through g)	None. Applicable municipal codes and regulations provided in Table A-1.
Hydrology and Water Quality	a) through e)	None. Applicable municipal codes and regulations provided in Table A-1.
Land Use and Planning	a) and b)	None required.
Mineral Resources	a) and b)	None required.
Noise and Vibration	a)	None. Applicable municipal codes and regulations provided in Table A-1.
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	Condition of Approval required to ensure compliance with the performance standards to reduce short-term and long-term vibration, in accordance with General Plan Implementation Program 8.12: 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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.
Noise and Vibration	c)	None required.
Population and Housing	a) and b)	None required.
Public Services	a)	None required.
Recreation	a) and b)	None required.
Transportation	a), c), and d)	None required.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Condition of Approval required to ensure compliance with the performance standards to reduce vehicle miles travelled, in accordance with General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT) : Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings.
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	Condition of Approval required to implement requirements stipulated by General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.
Utilities	a) through e)	None required.
Wildfire	a)	None required.

Notes:

AMM	=	avoidance and minimization measures
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
HCP	=	Habitat Conservation Plan
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PM	=	particulate matter
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VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District



Legend

Existing City Boundary

Proposed City Boundary

Northeast Annexation Area

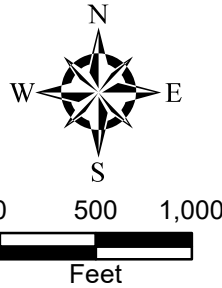
KEY NUMBER	APN	ACRES
1	027-210-007	147.90
2	027-350-001	157.00
3	027-350-051	37.71
4	027-370-034	113.20

Exhibit G - Northeast Annexation Area

City of Woodland
County of Yolo, California

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800



ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF WOODLAND AND NETAJ, LLC FOR THE NORTHEAST
ANNEXATION AREA APN: 027-350-001**

WHEREAS, in June 2021, the City of Woodland (“City”) received applications Planning Applications PLNG 21-00048 from Netaj, LLC (“Owners”) representing a land owner within the Northeast Annexation Area (“Project”), requesting annexation of approximately 157 acres (“Annexation Area”) into the City, and is located in the northeastern portion of the City’s SOI, northeast of CR102, and East Beamer Street; and

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

WHEREAS, pursuant to Government Code Section 65864 et seq., the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, Netaj, LLC and California Compass Logistics Center LLC (“Owner”) proposes to annex certain real property located in Yolo County into the City of Woodland (“Property”), more particularly described in the Development Agreement, attached hereto as **Exhibit “A”** and incorporated herein by reference, for future industrial use; and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the development of the Property will achieve the goals of the City’s General Plan (“General Plan”); and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Property in furtherance of the goals of the General Plan; and

WHEREAS, the City Council has found that the Development Agreement is consistent with the City’s General Plan; and

WHEREAS, because of the logistics, magnitude of the expenditure, and considerable lead time prerequisite to planning and developing the Property, the Developer requires assurances that future development can proceed in the manner as provided in the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with future development within the annexation area; and

WHEREAS, City has determined that by entering into the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and (ii) benefit from increased development opportunities; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to future review and development resulting from the proposed annexation of land; and

WHEREAS, the City and Developer have reached a mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate future development, subject to conditions and requirements set forth herein; and the Planning Commission recommended that the City Council approve the requested General Plan amendment, Prezoning application, annexation, and the Development Agreement; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City at publicly noticed hearings and have been found to be fair, just, and reasonable, and consistent with the General Plan. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Development Agreement; (ii) the Development Agreement is consistent with the General Plan; (iii) the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property; and

WHEREAS, the Planning Commission held a duly-noticed public hearing on October 19, 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 and voted 5-0, with two members absent, to recommend City Council approve the Prezoning; and

WHEREAS, the City Council held a duly-noticed public hearing on November 7, 2023, as required by law to consider all of the information presented by staff and public testimony presented in writing and at the meeting; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed annexation and prezoning is exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing general plan policies for which an EIR was certified; and

WHEREAS, The City has conditioned the approval of the annexation on the implementation of applicable Conditions of Approval and requirements included within respective Development Agreements to ensure that all policies from the City's General Plan developed for the purpose of minimizing and avoiding environmental impacts, and not otherwise achieved through uniformly applied policies, regulations, and development standards, are implemented as future development is proposed; and

WHEREAS, a Notice of Public Hearing was mailed to properties within a 600-foot radius of the Annexation Areas and to other parties on or before October 29, 2023, and duly published in the Woodland Daily Democrat on October 4 and October 29, 2023, providing notice of the City Council's November 7, 2023, public hearing regarding the Citywide Annexation including City Council consideration of the Development Agreement; and

WHEREAS, on November 7, 2023 the City Council conducted a public hearing pursuant to Government Code section 65867, for which not less than ten (10) days' notice was provided in accordance

with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Development Agreement were heard and at which time the Development Agreement was comprehensively reviewed; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland does hereby ordain as follows:

Section 1. The City Council hereby incorporates the findings and recitals set forth in the Development Agreement, a copy of which is attached hereto as “**Exhibit A**” and incorporated herein by this reference.

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Development Agreement will permit land uses that best reflect the community needs and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5(b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreement. The Development Agreement is consistent with the objectives, general land uses, and programs specified in the General Plan because:

(a) The Development Agreement is 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 the Agreement be detrimental or injurious to the general welfare of the residents of the City as a whole;

(b) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

(c) The Development Agreement is consistent with the provisions of Government Code sections 65864 through 65869.5.

Section 4. The City Council hereby expressly determines that all of the procedures of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”) have been met with respect to the Development Agreement, which was found to be exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing General Plan policies for which an EIR was certified, and prior to approving the Development Agreement, the City Council considered the proposed annexations subject to uniformly applied policies, regulations, and development standards that implement the 2035 General Plan, as applicable to any future development located within the annexation areas. Where the 2035 General Plan includes policies and implementation programs developed for the purposes of minimizing and avoiding environmental impacts and that would not be otherwise enforced through existing regulations, the City would enforce implementation of such policies and implementation programs through Conditions of Approval or requirements incorporated within the respective Development Agreement.

Section 5. The City Council hereby approves the Development Agreement in substantially the form presented to the City Council, together with such non-substantive amendments as may be approved by both the City Manager and the City Attorney to effect execution of the Development Agreement.

Section 6. The City Council hereby authorizes the City Manager to execute the Development Agreement on behalf of the City, and authorizes City staff to take any action and execute any and all necessary documents to implement the Development Agreement.

Section 7. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Development Agreement within ten (10) days following execution thereof.

Section 8. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the City of Woodland and County of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 7th day of November, 2023, and thereafter **PASSED AND ADOPTED** by the City Council on _____, 2023 by the following vote:

INTRODUCED:

ADOPTED:

EFFECTIVE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Development Agreement

EXHIBIT A
DEVELOPMENT AGREEMENT
[Insert Development Agreement]

Recording Requested By
And When Recorded Mail To:
City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Clerk

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

**DEVELOPMENT AGREEMENT
(Northeast Annexation Area—Netaj, LLC)**

**DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

NETAJ, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

**DEVELOPMENT AGREEMENT
(Northeast Annexation Area—Netaj, LLC)**

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 NETAJ, 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 owns in fee or has a legal or equitable interest in the Property, as defined herein, which OWNER seeks to annex to the CITY, and further has requested CITY to enter into a development agreement for the Property, 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 CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY, whether by action of future City Councils or voter initiative; 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 this Agreement; this Agreement, the proposed annexation and rezoning are exempt from CEQA review per CEQA regulation Section 15183 which applies to projects consistent with the development density established by existing general plan policies for which an EIR was certified; and

WHEREAS, this Agreement is consistent with the CITY’s General Plan; and

WHEREAS, the development of the Property as provided for herein is conditioned by this Agreement, is conditioned on the Property first meeting a 200-year level of flood protection, in accordance with the requirements of the City’s General Plan, and the Council hereby finds that this Agreement includes conditions that will protect the property to the urban level of flood projection for the City in conformance with Government Code Section 65865.5(a)(2); 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 future development of the Northeast Annexation Area, 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.

COVENANTS

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 “Annexation Date” means the date upon which the Property is annexed into the City.

1.1.3 “Approval”, “Approve” or “Approved” as used in this Agreement means approvals which shall not be unreasonably withheld, conditioned or denied, except in those cases where the approval refers to a legislative decision of the CITY or approval in the CITY’s sole discretion.

1.1.4 “CITY” means the City of Woodland, a municipal corporation, organized and existing pursuant to the laws of the State of California.

1.1.5 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising a Project or Projects as approved pursuant to Subsequent Development Approvals 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.

1.1.6 “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) tentative subdivision maps, tentative parcel maps, and final subdivision and parcel maps;
- (b) conditional use permits and plot plans;
- (c) zoning;
- (d) grading and building permits.

1.1.7 “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.

1.1.8 “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. Development Impact Fees as defined herein shall comply with and be adopted and administered in conformance with the requirements of the Mitigation Fee Act (Gov’t Code §§66000 *et seq.*).

1.1.9 “Effective Date” means the date that the ordinance approving this Agreement becomes effective.

1.1.10 “General Plan” means the City of Woodland General Plan 2035 adopted on May 16, 2017 by Resolution No. 6836.

1.1.11 “Infrastructure Improvement” or “Infrastructure Improvements” means those public improvements required to support the development of the Property or which Developer has agreed to install pursuant to the terms of this Development Agreement as described and depicted in Exhibit “D” .

1.1.12 “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.

1.1.13 “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.

1.1.14 “Northeast Annexation Area” is that certain undeveloped area designated for industrial development in the City’s General Plan which is to be annexed into the City, as more particularly depicted in Exhibit “G” to this Agreement. The Property is part of the Northeast Annexation Area, along with property owned by three other property owners who are simultaneously entering into development agreements concurrently with this Agreement. Certain Infrastructure Improvements to be constructed by OWNER or for which OWNER will contribute funds will benefit the Northeast Annexation Area generally.

1.1.15 “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.

1.1.16 “Project” means the development of the Property pursuant to Subsequent Development Approvals. OWNER may develop the Property as one or multiple Projects, at OWNER’s discretion.

1.1.17 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.18 “Public Improvement Agreement” means an improvement agreement required to be entered into pursuant to Woodland Municipal Code Section 16.44.020 to ensure completion of any public improvements required pursuant to the Subdivision Map Act (Gov’t Code Section 66410 *et seq.*) or the City’s Subdivision Ordinance (Woodland Municipal Code Title 16). The terms and requirements of the Public Improvement Agreement are described in Woodland Municipal Code Section 16.44.020, as it may be amended from time to time.

1.1.19 “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 3.5 of this Agreement.

1.1.20 “Subsequent Development Approvals” means all Development Approvals required subsequent to the Effective Date of this Agreement in connection with development of the Property.

1.1.21 “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” — Land Dedications

Exhibit “D” — Description and Depiction of Required Infrastructure Improvements

Exhibit “E” — Maintenance Community Facilities District Exhibit

Exhibit “F” — Uniformly Applied Development Standards and Stipulated Conditions of Approval

Exhibit “G” — Depiction of Northeast Annexation Area

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, unless otherwise agreed to in writing by the CITY.

2.2 Ownership of Property. OWNER represents and covenants that as of the Effective Date, OWNER is the owner of fee simple title to the Property, and California Compass Logistics Center, LLC, a California limited liability company (“California Compass”) has a binding option

to acquire fee simple title to the Property, and therefore has a legal or equitable interest in the Property.

2.3 Term. The term of this Agreement shall commence on the Effective Date, except that the rights and obligations of this Agreement with respect to the Property are not effective until the Annexation Date. The term shall continue for a period of thirty (30) years from the Effective Date unless this term is modified or extended pursuant to the provisions of this Agreement, except that in the event that the Property is not annexed into the City within five (5) years of the Effective Date, then this Agreement shall automatically terminate and have no further force or effect..

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 of the Property or a portion thereof, and shall provide CITY with (1) an executed assignment and assumption agreement, in a 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 rights, 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 assignment and assumption agreement.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a curable default by OWNER and the purchaser, transferee or assignee of the Property under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the assignment and assumption 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 assignment and assumption agreement is executed. The City Manager shall have the authority to review, consider and either approve, conditionally approve, or deny any assignment and assumption of the Development Agreement 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 direct legal or equitable interest in all or any portion of the Property sold, transferred, or assigned.

(b) OWNER is not then in material 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 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 legal parcel, which exists or has been created through the recordation of a subdivision or parcel map subject to provisions of a partial assignment and assumption agreement in a form 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, provided that any such assignment and assumption agreement must expressly state which party shall take responsibility for any remaining Improvements to be constructed pursuant to this Agreement. Within thirty (30) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, shall approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.5 shall cause, or otherwise affect, a release

of OWNER from the duties and obligations under this Agreement that are retained by OWNER on any Retained Property which shall be 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 a successor in interest only in the manner provided for in Government Code Sections 65865.1 or 65868. 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. 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.

2.6 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) Development of the entirety of the Property in accordance with the terms of this Agreement including issuance of all required occupancy permits 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 by 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.

2.7 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) 661-5930
Email: ken.hiatt@cityofwoodland.org

Copy to:

Best, Best & Krieger, LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: City Attorney
Telephone: (916) 551-2825
Email: ethan.walsh@bbklaw.com

If to OWNER:

Netaj, LLC
584 North Rengstorff Avenue
Mountain View, CA 94043
Attn: Habans Singh, Manager
Telephone: (650) 255-8826
Email: netajllc@gmail.com

with a copy to:

Kamilos Companies, LLC
11249 Gold Country Blvd., Suite 190
Gold River, CA 95670
Telephone: (916) 651-8440
Facsimile: (916) 631-8445
Email: gkamilos@kamilos.com

(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. OWNER shall have the right to develop the Property in accordance with, and to the extent of, the General Plan and the Zoning Code as applied to the Property at the time of consideration of each Project proposed to be developed by OWNER on the Property. Nothing in this Agreement shall limit any vested rights that OWNER may secure through statutory or common law procedures as may be available under California law, including but not limited to the filing of a vesting tentative map in accordance with the Subdivision Map Act and the City's Subdivision Ordinance.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement 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 those set forth in the General Plan and Zoning Code as of the date that the CITY considers each Development Approval. In connection with all Subsequent Development Approvals, CITY shall exercise discretion in the same manner that it exercises discretion under its police powers 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 herein provided that such development complies with all conditions and requirements of 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.

3.4 Changes and Amendments. The parties acknowledge that development of the Property will require Subsequent Development Approvals. At the time that OWNER deems appropriate, OWNER shall apply for a Subsequent Development Approval to proceed with development of the Property, and CITY shall process and act on such application in accordance with the General Plan and Zoning Code designation for the Property applicable at the time of consideration of the Subsequent Development Approval based on Sections 3.1 and 3.2 of this Agreement, along with the then applicable Land Use Regulations, except as otherwise provided

by this Agreement. Unless otherwise required by law, as determined in CITY's reasonable discretion, Subsequent Development Approvals shall not require an amendment to this Agreement provided such approvals do not:

(a) Alter the permitted uses of the Property from what is allowed under the General Plan and Zoning Code; or,

(b) Increase the density or intensity of use of the Property from what is allowed under the General Plan and Zoning Code; or,

(c) Increase the maximum height and size of permitted buildings from what is allowed under the General Plan and Zoning Code; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole.

3.5 Reservations of Authority.

3.5.1 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, all of which must be non-discriminatory when comparing the Property with other similar developments or areas of defined benefit within the City:

(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 General Plan.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan.

(e) Regulations which conflict with this Agreement but which the City has demonstrated, based on substantial evidence, are reasonably necessary to protect a verifiable threat to 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, the General Plan and the Zoning Code, including but not limited to new or updated design review regulations applicable to the Property. 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.

3.5.2 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 General Plan and Zoning Code applicable to the Subsequent Development Approvals at the time of consideration based on this Agreement, 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 Agreement.

3.5.3 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 3.5.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

3.5.4 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.

3.6 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.

3.7 Acquisition of Offsite Real Property Interests. In any instance where OWNER is required by any Development Approval, Land Use Regulation or this Agreement to construct any public improvement on land not owned by OWNER (together, "Offsite Improvements"), 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 Offsite Improvements, 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 ninety (90) 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 3.7. The CITY and OWNER acknowledge that the timelines set forth in this Section 3.7 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 3.7 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.

3.7.1 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. OWNER acknowledges and agrees that in the event OWNER directs CITY to cease proceedings and does not otherwise provide for the Offsite

Improvements in a manner that is satisfactory to the City, OWNER may not be able to proceed with the development of the Property.

3.8 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.

3.9 Tentative Subdivision Maps and Tentative Parcel Maps. With respect to applications by OWNER for tentative maps for portions of the Property, CITY agrees that OWNER may file and process such tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. Any tentative maps approved by CITY for the Property shall have a duration (i) eight (8) years during which period no application to extend the expiration date of any tentative map need be filed, plus (ii) such time extensions authorized by state law currently or in the future. OWNER shall further be permitted to request extensions as permitted by Woodland Municipal Code Section 16.28.010(B), as it may be amended from time to time.

3.10 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project. OWNER shall contract with the CITY for CITY-owned or operated utilities serving the Project for such prices and on such terms as may be mutually agreed to between the parties.

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 of the Property in the absence of this Agreement 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.

4.2 Development Impact Fees.

4.2.1 Amount and Components of Fee. Development Impact Fees shall be paid by OWNER. The Development Impact 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 impose new Development Impact Fees or amend the amounts of existing Development Impact 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. CITY and

OWNER acknowledge and agree that Development Impact Fees shall be adopted and implemented by CITY in conformance with the Mitigation Fee Act (Government Code Section 66000 *et seq.*) and any other applicable laws and nothing herein shall limit or restrict OWNER's rights to object to or challenge Development Impact Fees adopted by the City in the manner and to the extent permitted under the Mitigation Fee Act.

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits.

4.2.3. Compliance with Section 66006. The City acknowledges that in accordance with Government Code Section 65865(e), the City shall comply with Government Code Section 66006 with respect to any fee it receives or cost it recovers pursuant to this Agreement.

4.3 Dedication of Land. OWNER shall provide any dedications required pursuant to any subdivision or parcel maps processed by City in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time, and any dedications that are required as mitigation measures that are required in response to the traffic study prepared pursuant to Section 4.13 of this Agreement. OWNER shall dedicate to CITY, at no cost to City and with no Development Impact Fee credits for such dedication, a thirty (30) foot wide public utility and access easement in the northeast corner of the Property as depicted in Exhibit C. This easement shall be dedicated to CITY within one hundred and eighty (180) days of the Effective Date of this Agreement. In the event that CITY requires additional portions of the Property for the development of the Lower Cache Creek Flood Risk Reduction Project, OWNER agrees that it will sell such real property as appraised at fair market value, based on an appraisal commissioned by the CITY.

4.4 Responsibility for Construction of Public Improvements.

4.4.1 Timely Construction of Public Infrastructure. The phasing of any area wide infrastructure construction will be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all Infrastructure Improvements required for the development of the Property as shown on the attached Exhibit "D" and as included in any and all tentative subdivision or parcel map conditions. Unless otherwise specified in the Subdivision or Parcel Map conditions or Public Improvement Agreement, all other required Infrastructure Improvements for each Subdivision or Parcel Map, shall be completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of the first building permit for construction of a building for each such Final/Parcel Map. In the event that no Final or Parcel Map is required for development on the Property, then the required Improvements shall be completed and operational prior to and as a condition precedent to issuance of the first building permit for such development. All Infrastructure Improvements shall be completed as required by the applicable tentative map conditions and Public Improvement Agreement.

4.4.2 Construction of Adam's Grain Improvements: OWNER acknowledges that Knaggs Commercial Properties Company, L.P., the owner of another property in the Northeast Annexation Area ("Knaggs"), has agreed to fund and complete the design and

construction of the street light and barrier improvements along County Road 102 that abut the property comprised of APNs 027-370-035 and 027-370-009 (the “Adam’s Grain Property”) as such improvements are generally shown on Exhibit D (the “Adam’s Grain Improvements”). The Adam’s Grain Improvements will be constructed and installed as such time that the City has issued building permits for 850,000 square feet of building space within the Northeast Annexation Area. The cost of the Adam’s Grain Improvements are to be shared proportionately amongst the property owners in the Northeast Annexation Area, and OWNER agrees that that it shall reimburse Knaggs for OWNER’s proportionate share of the cost of design and construction of the Adam’s Grain Improvement in accordance with Section 4.15 of this Agreement, except that Knaggs shall receive no reimbursement in connection with development for which building permits were issued prior to completion of the Adam’s Grain Improvements

4.4.3 Construction of MPFP Infrastructure. To the extent OWNER is required to construct and complete construction of public improvements that are included in CITY’s MPFP Fee Program, CITY agrees that CITY shall issue reimbursement consistent with the policies in the City’s MPFP fee program and the City’s MPFP administrative guidelines.

4.5 Flood Improvement Project. The Property is located in the 200-year floodplain of Cache Creek. The City’s General Plan provides that the City will not enter into a development agreement for any property located within the floodplain unless the City makes certain findings or imposes conditions on the development sufficient to provide 200-year level of flood protection. The City has approved a Flood Risk Reduction Project to provide flood risk prevention and management for the City of Woodland and certain proximate areas that, when constructed, will provide 200-year level of flood protection to the Property. In order to comply with the requirements of the General Plan for approval of development agreements within the 200-year floodplain, OWNER and CITY agree that CITY shall not issue building permits for the Property until such time that (i) the Flood Risk Reduction Project has been constructed or improved to a level that will provide 200-year level of flood protection for the Property as determined by the City Engineer, or (ii) OWNER demonstrates to the satisfaction of the City Engineer that the OWNER will achieve a 200-year level of flood protection for the Project through other means, which flood protection shall be, as a minimum, supported by an engineer’s report demonstrating the technical basis for the finding that the OWNER will achieve a 200-year level of flood protection and further provided that the flood engineering analysis prepared to demonstrate a 200-year level of flood protection for the Project shall further demonstrate to the satisfaction of the City Engineer in his or her sole discretion that the Project will not result in flood impacts to any other properties. Further, OWNER agrees that it will cooperate in, and will not object to or oppose the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Risk Reduction Project, provided that any special assessment district shall be formed and assessments levied in conformance with applicable statutory and constitutional requirements applicable to the assessment district, and any special taxes levied through a community facilities district or alternative funding mechanism for the flood control project shall be allocated to property based on a rate and method of apportionment that allocates taxes to similarly situated properties within the area that is subject to the tax on a reasonably proportionate basis. 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 to finance the improvements required as part of the Flood Project.

4.6 Flood Protection Contribution.

4.6.1 OWNER acknowledges and agrees that the Flood Risk Reduction Project is necessary to facilitate the overall development of the Northeast Annexation Area and CITY would not move forward with annexation or development of the Northeast Annexation Area without the Flood Risk Reduction Project or a similar flood solution, and that CITY therefore desires that each developer in the Northeast Annexation Area shall contribute to the cost of such flood protection. OWNER therefore agrees that in the event that OWNER constructs one or more Projects based on approval of an alternative means of flood protection approved by the City Engineer as allowed by Section 4.5 above, prior to implementation of an assessment district (or similar financing mechanism) to fund the Flood Risk Reduction Project or other flood protection measures, then commencing at Certificate of Occupancy and for 30 years thereafter for each such Project approved by CITY, OWNER shall pay an annual payment to CITY in the amount of \$0.04/building square foot for each Project approved prior to implementation of an assessment district (or similar financing mechanism) to fund the Flood Risk Reduction Project or other flood protection measures to CITY to be used for the Flood Risk Reduction Project or other flood protection measures within the Northeast Annexation Area (the "Flood Protection Contribution"). The annual payment shall be adjusted annually by a percentage increase based on the Construction Cost Index referenced in section 4.15.1.

4.6.2 The Flood Protection Contribution shall be paid at the time of issuance of a certificate of occupancy for the subject Project, and thereafter on an annual basis on the first day of the month following the date of issuance of the certificate of occupancy (for example, if the certificate of occupancy for a Project was issued on September 15, then the Flood Protection Contribution would be paid on an annual basis on October 1).

4.6.3 In the event that a special assessment district, community facilities district or alternate financing mechanism is established to pay for the construction and/or maintenance and operation of public infrastructure facilities or improvements required as part of the Flood Risk Reduction Project, for any improved area on the Property for which OWNER is paying the Flood Protection Contribution, the Flood Protection Contribution shall be reduced to an amount equivalent to the annual amount that would be paid by OWNER pursuant to such financing mechanism if the building foundation for the improved area was located below the base flood elevation and therefore received a direct benefit from the Flood Risk Reduction Project. For those areas of the Property that are improved prior to completion of the Flood Risk Reduction Project but are permitted to remain below the base flood elevation (e.g., parking areas), OWNER shall not be required to pay the Flood Protection Contribution, but will pay any special tax or assessment allocated to such area in accordance with the financing mechanism adopted as contemplated in Section 4.5. This exception only applies to those areas that are permitted to remain below the base flood elevation, buildings located adjacent to or within parking areas, are not permitted to remain below the base flood elevation and would be required to pay the Flood Protection Contribution. The obligation to pay the Flood Protection Contribution shall survive expiration or termination of this Development Agreement.

4.6.4 As an example of the foregoing, if OWNER constructs a 500,000 square foot building with at 1,000,000 surface level parking lot prior to the establishment of a special assessment district, then commencing with the issuance of a certificate of occupancy of such building, and on an annual basis thereafter, OWNER shall make an annual Flood Protection Contribution of \$20,000.00 ($\$0.04 \times 500,000$ sf), with no contribution for the parking lot. However, if three years after issuance of the certificate of occupancy, the CITY establishes a special assessment district and levies an annual assessment of \$0.03 per square foot for building area and \$0.0001 for surface level parking areas, then OWNER's Flood Protection Contribution shall be adjusted to \$15,000.00 ($\$0.03 \times 500,000$ sf), and OWNER shall pay an additional annual assessment of \$100.00 ($\$0.0001 \times 1,000,000$ sf) for the parking area.

4.6.5 If the OWNER pays the Flood Protection Contribution for a period of ten years and the City does not approved a special assessment district (or similar financial mechanism) to fund the Flood Risk Reduction Project or similar flood protection measures prior to the end of that ten year period, then the OWNER shall no longer be required to make Flood Protection Contribution payments after the end of that ten year period.

4.7 Maintenance CFD.

4.7.1 Formation, Consent, Waiver, and Benefit. No building permits shall be issued for a Project on the Property until a Community Facilities District has been formed to include the Property for the purpose of funding all costs of the Maintenance Services as defined below, or the Property has been annexed into such a Community Facilities District that has already been formed to serve the Northeast Annexation Area of the City (the "Maintenance CFD"). OWNER consents to and shall cooperate in such formation or annexation or the formation of an equivalent financing mechanism for maintenance purposes. If OWNER develops the first Project to develop in the Northeast Annexation Area, then OWNER will need to advance the funding for the formation of the CFD, and shall receive reimbursement from other property owners, and if another property owner within the district boundaries advances the funding for formation of the CFD, OWNER agrees it shall pay its proportionate share of the costs of formation. The reimbursement obligation shall be determined and administered in a manner consistent with the process set forth in Section 4.15 of this Agreement. Developer also consents to the levy of such special taxes or assessments as are necessary to fund the maintenance obligations described herein, pursuant to and consistent with the requirements of this Agreement and Government Code Section 53111, et seq., provided the special taxes shall be used for all Maintenance Services described below, and the rate and method of allocation of special taxes shall allocate such special taxes within the district on a reasonably proportionate basis between similarly situated properties.

4.7.2 Uses of Funds Collected. The Maintenance CFD will fund maintenance of certain storm drainage, street lighting, traffic signal, maintenance of the monument sign described in Section 4.11, landscaping and implementation of VMT reduction strategies (to the extent the VMT reduction measures are an eligible use of the CFD special taxes) ("Maintenance Services"). If deemed appropriate by the City, the Maintenance CFD may be established as two separate CFDs, with the special tax for VMT reduction strategies levied separately from the special taxes from the other Maintenance Services. The Maintenance Services, exclusive of any

potential VMT reduction measures that may funded, are described in Exhibit E, attached hereto and incorporated herein by this reference.

4.8 Master TDM/VMT Study. Prior to the issuance of the first building permit in the Northeast Annexation Area, OWNER, in conjunction with other property owners whose properties are being annexed into the City simultaneously with annexation of the Property, shall fund a Master Transportation Demand Management (“TDM”)/Vehicle Miles Traveled (“VMT”) Study that will show how the Projects within the Northeast Annexation Area will reduce VMT consistent with General Plan Policy 3.A.4, Reduce Vehicle Miles Traveled (VMT). At the City’s option, the City will manage the development of the study. If OWNER manages the study, then the City will need to review and approve the study. Compliance with the Master TDM/VMT Study as applied to an individual Project shall be a condition of approval included with any tentative subdivision or parcel map for such Project, and shall further be a condition of issue of building permits for a Project, if a subdivision or parcel map is not required. All costs to implement the VMT reduction strategies will be incorporated into the Maintenance CFD, or in the event that the VMT reduction strategies are not eligible uses of the special taxes generated by the Maintenance CFD, OWNER, in cooperation with other property owners whose properties are covered by the Master TDM/VMT Study, shall participate in an alternative funding mechanism to implement the VMT reduction strategies developed through the Master TDM/VMT Study. In the event that the City utilizes an alternative funding mechanism to implement VMT reduction strategies, the rate and method of allocation of such costs amongst that properties that are the subject of the Master TDM/VMT Study shall be reasonably related to the VMT reduction strategies that are required for each Project, based on the Master TDM/VMT Study. In order to verify that the VMT reduction strategies are implemented at the time the building is occupied, the OWNER may need to advance fund some VMT implementation strategies if the CFD is not able to fund these activities when the building is first occupied. It is the intent of the CITY and the OWNER to develop implementation strategies that are consistent between all OWNERS within the Northeast Annexation Area and other areas covered by the Master TDM/VMT Study as they will be funded from the same CFD. In the event that the OWNER or other property owners are required to advance funds costs of the Master TDM/VMT Study or the cost of some VMT implementation strategies, such advance funds shall be reimbursed in accordance with Section 4.15 of this Agreement.

4.9 Storm Drainage Fee. OWNER acknowledges that CITY intends to adopt a property related fee or assessment to fund ongoing maintenance and/or certain improvements to the City’s storm water management system that will benefit the Property, and agrees that, as such time that CITY proposes such fee, OWNER will not object to and will support the adoption of such storm drainage fee or assessment, including but not limited to voting in favor of such fee or assessment if required pursuant to any statutory or constitutional requirements, provided that such fee or assessment is adopted in a manner consistent with all applicable legal requirements, and such fee or assessment shall not exceed \$0.0015 per square foot of land within the Property.

4.10 Uniformly Applied Development Standards and Stipulated Conditions of Approval. OWNER acknowledges that in order to ensure that each Project developed on the Property is consistent with the General Plan, CITY has developed certain Uniformly Applied Development Standards and Stipulated Conditions of Approval, attached hereto as Exhibit “F” and incorporated herein by this reference (the “Conditions of Approval”) that OWNER must

comply with as part of the development of each Project. CITY shall not issue any building permits for a Project until OWNER has complied with the Conditions of Approval that are applicable to that Project.

4.11 Monument Sign.

4.11.1 OWNER shall be jointly responsible, with all other landowners in the Northeast Annexation Area, to fund the design and construction of a monument sign for the Northeast Annexation Area at a location in the public right of way or on public property as designated by the CITY. OWNER and the other property owners in the Northeast Annexation Area shall jointly fund and CITY shall design the monument sign, which shall be illuminated and approximately 120 square feet per side of a multi-sided sign, and each property owner in the Northeast Annexation Area shall pay their proportionate share of such design costs based on each owner's percentage ownership of the total area of the Northeast Annexation Area (excluding the approximately 70 acres currently owned by California Compass, which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area) as determined by the City. In the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass.

4.11.2 The monument sign shall be constructed and installed as designed by CITY at such time that the CITY has issued building permits for 400,000 square feet of building space within the Northeast Annexation Area. If OWNER receives the building permit or permits that results in a total amount of approved development of greater than 400,000 square feet of building space in the Northeast Annexation Area, then OWNER shall be obligated to construct and install the monument sign as designed by the CITY. In such case, CITY shall grant to OWNER all necessary encroachment permits to construct the monument sign.

4.11.3 OWNER and other property owners that are issued building permits for development prior to the triggering of the requirement to construct the monument sign as set forth in Section 4.11.2 above shall be required to pay an estimated pro rata share of the cost of the monument sign at the time of issuance of building permits, until building permits are issued for 400,000 square feet of building space in the Northeast Annexation Area. Within 90 days following the Annexation Date, the City shall develop an estimate of the cost of design, construction and installation of the monument sign, and shall notify each property owner of such estimated cost. Thereafter, with each building permit, each property owner shall be required to pay a proportionate share of the cost of the monument sign, which proportionate share shall be calculated by multiplying the estimated cost by a fraction for which the numerator is the total number of building square feet authorized for construction by the building permit, and the denominator is the estimated total number of building square feet that can be constructed in the Northeast Annexation area, which is 6,720,000 square feet. Following construction of the monument sign, CITY shall determine the actual proportionate share of each property owner in accordance with Section 4.15, and each property owner shall be required to pay the balance of their proportionate share of the cost of the monument sign in accordance with Section 4.15.

4.11.4 Upon completion of the monument sign, OWNER shall submit to CITY evidence of the total cost of construction and installation of the monument sign incurred by

OWNER. Thereafter, each property owner in the Northeast Annexation Area shall be required to pay to CITY its proportionate share of the cost of the design, construction and installation of the monument sign, and shall not receive any further building permits after completion of the monument sign until said owner has paid its proportionate share of the monument sign. The reimbursement obligation shall be determined and administered in a manner consistent with the process set forth in Section 4.15 of this Agreement. CITY shall have no obligation for such reimbursement of costs except for those funds received from other property owners in the Northeast Annexation Area as provided in this Section and Section 4.15. This provision shall be included in the development agreements for each property owner in the Northeast Annexation Area, and in the event that another property owner is required to construct the monument sign, rather than OWNER, then following construction of the monument sign, CITY shall notify OWNER of its proportionate share of the design, construction and installation of the monument sign. OWNER shall not receive any further building permits unless and until such amount is paid to CITY in full.

4.12 East Main Street Landscaping.

4.12.1 OWNER shall be jointly responsible, with all other landowners in the Northeast Annexation Area, to fund the cost of installation of landscaping along that certain frontage along East Main Street, on property and right of way owned by the Yolo Shortline Railroad Company (“Yolo Shortline”), in accordance with that certain Landscaping Agreement entered into by and between CITY and Yolo Shortline, the terms and obligations of which are incorporated herein by this reference (the “Landscaping Agreement”). The landscape design shall be submitted to the City for approval and shall be in accordance with current City development standards at such time that the CITY has issued building permits for 850,000 square feet of development within the Northeast Annexation Area (the “East Main Landscaping Improvements”).

4.12.2 If OWNER receives the building permit or permits that results in a total amount of approved development of greater than 850,000 square feet of building space in the Northeast Annexation Area, then OWNER shall be obligated to install the East Main Landscaping Improvements. OWNER shall install such East Main Landscaping Improvements on behalf of CITY pursuant to the Landscaping Agreement, and shall enter into such subsequent assignment or license agreements with OWNER and/or Yolo Shortline so as to allow OWNER to install such improvements.

4.12.3 OWNER and other property owners that are issued building permits for development prior to the triggering of the requirement to install the East Main Landscaping Improvements as set forth in Section 4.12.2 above shall be required to pay an estimated pro rata share of the cost of the East Main Landscaping Improvements at the time of issuance of building permits, until building permits are issued for 850,000 square feet of building space in the Northeast Annexation Area. Within 90 days following the Annexation Date, the City shall develop an estimate of the cost of installation of the East Main Landscaping Improvements, and shall notify each property owner of such estimated cost. Thereafter, with each building permit, each property owner shall be required to pay a proportionate share of the cost of the East Main Landscaping Improvements, which proportionate share shall be calculated by multiplying the estimated cost by a fraction for which the numerator is the total number of building square feet

authorized for construction by the building permit, and the denominator is the estimated total number of building square feet that can be constructed in the Northeast Annexation area, which is 6,720,000 square feet. Following installation of the East Main Landscaping Improvements, CITY shall determine the actual proportionate share of each property owner in accordance with Section 4.15, and each property owner shall be required to pay the balance of their proportionate share of the cost of the monument sign in accordance with Section 4.15.

4.12.4 Upon completion of the East Main Landscaping Improvements, OWNER shall submit to CITY evidence of the total cost of design and construction and installation of the East Main Landscaping Improvements incurred by OWNER. Thereafter, each property owner in the Northeast Annexation Area shall be required to pay to CITY its proportionate share of the cost of the design, construction and installation of the East Main Landscaping Improvements (excluding the approximately 70 acres currently owned by California Compass, which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area), and shall not receive any further building permits after completion of the East Main Landscaping Improvements until said owner has paid its proportionate share of the East Main Landscaping Improvements. CITY shall then pass the amounts paid by the other property owners through to OWNER as reimbursement for its costs. CITY shall have no obligation for such reimbursement of costs except for those funds received from other property owners in the Northeast Annexation Area as provided in this Section. In the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass.

4.12.5 This provision shall be included in the development agreements for each property owner in the Northeast Annexation Area, and in the event that another property owner is required to install the East Main Landscaping Improvements, rather than OWNER, then following installation of the East Main Landscaping Improvements, CITY shall notify OWNER of its proportionate share of the cost of installation of the East Main Landscaping Improvements. OWNER shall not receive any further building permits unless and until such amount is paid to CITY in full.

4.13 Traffic Study and Roadway Improvements.

4.13.1 Prior to approval of a tentative subdivision or parcel map for each Project undertaken by OWNER, or if a parcel map or subdivision map is not required for the Project, then prior to issuance of a building permit for the Project, OWNER shall fund a traffic study prepared pursuant to a scope of work and by a traffic engineer both approved by CITY, which shall analyze level of service (LOS) impacts based on the City's General Plan from the Project plus both existing and approved projects, as well as LOS impacts for the Project plus cumulative traffic impacts under the City's General Plan. The traffic study shall also address safety and operational traffic impacts from the Project, and OWNER shall implement all mitigation measures recommended by the traffic study that are triggered by the applicable Project to assure compliance with the LOS standards set forth in the City's General Plan. At the City's option, the Traffic Study may be managed by the OWNER or by the CITY. OWNER shall provide security in a form and amount deemed satisfactory by the City Engineer to ensure construction and completion of all mitigation measures prior to issuance of a final map (for a subdivision map or a parcel map) for each Project undertaken by OWNER. If a final map (for a subdivision map or a

parcel map) is not required for the Project, then OWNER shall provide security in a form and amount deemed satisfactory by the City Engineer to ensure construction and completion of all mitigation measures prior to issuance of any building permit for development of the Property and all required mitigation measures must be completed prior to and as a condition precedent to issuance of a certificate of occupancy for any building located on the Property. If OWNER develops a Project in phases, they may, at their option, perform as part of the traffic study analysis to determine the improvements triggered by each phase of development and implement the mitigation measures accordingly.

4.13.2 In addition to the improvements required by the Traffic Study, certain pavement rehabilitation will need to be performed on the roadways adjacent to the Northeast Annexation Area (CR 102 from E Main Street to northern urban limit line, E Beamer St from the western boundary of the Knaggs parcel to the eastern urban limit line). At the time that any roadway improvements on the roadways described above that are conditioned by the Traffic Study are performed, then roadway rehabilitation work shall be performed by OWNER on the same roadway segment in conjunction with the roadway improvements required in Section 4.13.1. If the Traffic Study does not require roadway improvements on a road segment, then roadway rehabilitation work on any of the road segments described above that abuts the Property is required to be completed prior to the first building permit for the Property, or pursuant to a public improvement agreement approved by the City and subject to the posting of security as provided for in Section 4.13.1. Roadway rehabilitation work shall be performed consistent with the City's Engineering Standards. OWNER acknowledges and agrees that each property owner in the Northeast Annexation Area will be responsible for the full cost of the road rehabilitation work adjacent to their property, except that the cost of the road rehabilitation work for the segment of East Beamer Street east of the centerline of County Road 102 shall be shared between Kilkenny-Marks, LLC and OWNER, with Kilkenny-Marks LLC paying 40% of such costs, and OWNER paying 60% of such costs. If OWNER performs road rehabilitation work on the frontage of a different property, then they shall be eligible for reimbursement consistent with the procedures of section 4.15, except that OWNER will be fully reimbursed by the fronting property owner for the costs of road rehabilitation work to the road segments adjacent to the property of such fronting property owner, and OWNER shall fully reimburse any other property owner who completes road rehabilitation work on road segments adjacent to the Property. All OWNERS in the Northeast Annexation Area are jointly responsible for the road rehabilitation work on CR 102 in front of APN's 027-370-035 and 027-370-009 (also known as Adam's Grain) and the property owner that completes the rehabilitation of that road segment shall be reimbursed consistent with section 4.15.

4.14 Recycled Water Use Requirement. OWNER agrees and acknowledges that prior to issuance of any building permits for the Project, CITY shall evaluate in accordance with Section 13.44.190 of the Woodland Municipal Code whether the Project includes landscape irrigation and/or industrial water usage for which recycled water would be appropriate, and if so, OWNER shall utilize recycled water for the appropriate components of the Project. In accordance with Section 13.44.190, if the CITY determines based on its evaluation that use of recycled water is appropriate, but recycled water is not yet available to the Property, OWNER shall install an appropriate recycled water distribution system connection point within the Project to accommodate recycled water at such time as recycled water becomes available to the Property. The connection point shall be subject to the review and approval of the City.

4.15 Reimbursement for Costs Incurred under this Agreement.

4.15.1 Upon completion by OWNER of any of the improvements described in this Article 4 that are subject to reimbursement from other property owners within the Northeast Annexation Area, CITY and OWNER shall enter into a reimbursement agreement that will provide for reimbursement of OWNER for costs incurred by OWNER in excess of its proportionate share of such costs. The reimbursement agreement shall establish the amount to be reimbursed by other property owners to OWNER, including the amount owed by each property owner. The outstanding amounts owed by each property owner shall be adjusted annually by a percentage increase equal to the annual adjustment made to CITY's Development Impact Fees based on the Construction Cost Index as published in the Engineering News Record until such amounts are paid in full. Unless the CITY determines that there is a more appropriate way to allocate costs for certain improvements, the proportionate share of costs shall be determined based on the total acreage of the Property as compared to the total acreage of the Northeast Annexation Area in its entirety. Such calculation shall exclude the approximately 70 acres currently owned by California Compass, which shall be dedicated to the City and is therefore not part of the developable area of the Northeast Annexation Area, provided that in the event the 70 acres is not dedicated to the City and becomes developable property, the calculation will be adjusted to include that 70 acres as part of the Property that may be developed by California Compass. The CITY may, at its discretion, adopt one or more fees based on an area of benefit comprised of the Northeast Annexation Area to facilitate collection of the reimbursements contemplated in this Agreement. In the event that CITY adopts such fee or fees, OWNER will consent to the levy of such fee, provided it is levied in a manner consistent with all applicable laws governing the implementation of such fee.

4.15.2 It is the intent of this Article 4 to provide timely reimbursement of any Owner ("Advancing Owner") who advances costs which benefit the remaining Owners in the Northeast Annexation Area ("Reimbursing Owners") for those costs which are recognized as reimbursable under this Agreement. Except as provided below, if an Advancing Owner who constructs improvements or incurs expenses which qualify as reimbursable costs pursuant to this Article 4 has not been reimbursed by a Reimbursing Owner for that Owner's pro-rata share by the 7th anniversary of the Effective Date, then the Advancing Owner shall be entitled to payment of any remaining obligation owed by the Reimbursing Owner. The Advancing Owner shall give written notice of demand to the City and any Reimbursing Owners, which reimbursement shall be paid directly to the Advancing Owner by the Reimbursing Owner(s) within 30 calendar days of demand. If requested by either party, the City shall provide an accounting, a calculation of pro-rata shares and shall determine what are the reasonable reimbursable costs. The City's determinations shall be binding upon the Owners. In the event that a reimbursable cost is incurred after the 7th anniversary of the Effective Date, the City and the property owners within the Northeast Annexation Area shall address reimbursement in accordance with the terms of this Article 4 applicable to such costs. Notwithstanding the foregoing, Kilkenny-Marks Investors, LLC ("Marks") shall not be deemed to be a Reimbursing Owner under this Agreement unless and until the later to occur of (i) the close of escrow on the sale of all or substantially all of the property owned by Marks (the "Marks Property") to a third party, or (ii) the commencement by Marks of the development of the Marks Property, as evidenced by the issuance of a building permit or a subdivision map for the Marks Property as requested by Marks.

5. FINANCING OF INFRASTRUCTURE IMPROVEMENTS AND OTHER OBLIGATIONS.

If deemed appropriate, CITY and OWNER, along with other property owners in the Northeast Annexation Area will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of the Infrastructure Improvements and other improvements required as set forth in 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 Infrastructure Improvements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. 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.

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. CITY staff time spent on the annual review shall be charged to 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 terminate this Agreement, or exercise its remedies under Article 7 of 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 regarding Termination. If, upon a finding under Section 6.1.6(b), CITY determines to proceed with 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 that CITY proposes to terminate the Agreement; and,

(c) Such other information CITY considers necessary to inform OWNER of the nature of the proceeding.

In the event that the City opts to pursue other remedies available under this Agreement it shall do so in accordance with the provisions of Article 7 of this Agreement

6.3 Hearing on Termination. At the time and place set for the hearing on 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 this Agreement. 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 Planning 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 anticipated development of the Property, 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 in agreeing to the terms of this Agreement and will perform extensive planning and processing for the development of the Property and will be investing even more significant time and resources in implementing future Project or Projects 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, 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, CITY may terminate 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.

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 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, provided that any such encumbrance shall be subject to

the requirements of this Agreement, including but not limited to the dedication of certain property as set forth in Section 4.3 of this Agreement, which must be released from any such encumbrance prior to dedication to the CITY. 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 the payment of the fees and dedications of land 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.

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.

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. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

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
(Northeast Annexation Area—Netaj, LLC)**

"OWNER"

NETAJ, LLC,
A CALIFORNIA LIMITED LIABILITY
COMPANY

By: _____
Name: Harbans Singh
Its: Manager
Date: _____

"CITY"

CITY OF WOODLAND
a California municipal corporation

By: _____
Victoria Fernandez
Mayor
Date: _____

ATTEST:

Ana Gonzalez
City Clerk

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

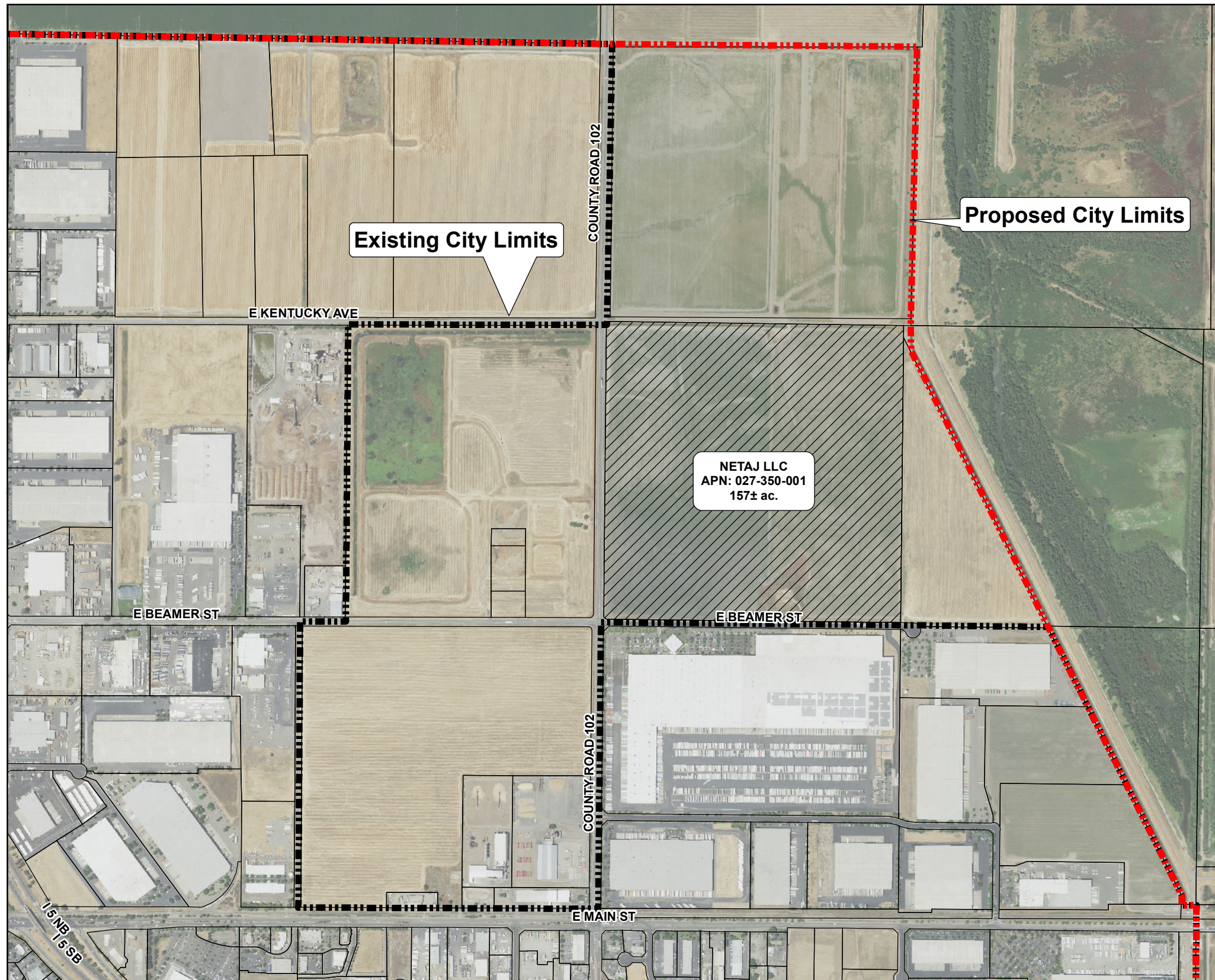
Legal Description

The land referred to herein is situated in the State of California, County of Yolo Unincorporated Area and described as follows:

All that portion of the fractional Northwest quarter of Section 26, Township 10 North, Range 2 East, M D B.&M., more particularly described as follows:

Commencing at the Northeast corner of said Northwest quarter thence coincident with the East boundary of said Northwest quarter South 00° 34'38" West 30.00 feet to a point on the South boundary of Parcel 3 as described in Book 277 Page 387, Official Records being also the point of beginning; thence from said point of beginning and coincident with said East boundary South 00°34'38" West 2578.44 feet to a point 30.00 feet Northerly of the Southeast corner of said Northwest quarter being also on the North boundary of a strip of land described in Book 118 of Deeds, Page 58; thence coincident with the North boundary North 89° 25'36" West 2616.52 feet to a point on a line 25.00 feet Easterly of the West boundary of said Northwest quarter being also a point on the East boundary of a strip of land described in said Book 118 of Deeds, Page 58; thence coincident with said East boundary North 00° 34'53' East 2585.20 feet to a point 30.00 feet Southerly of the North boundary of said Northwest quarter being also a point on the South boundary of that certain strip of land described as Parcel 3 per Book 277 Page 387, Official Records; thence coincident with said South boundary South 89° 16'43" East 2616.34 feet to the point of beginning.

APN: 027-350-001



Legend

 Existing City Boundary

 Proposed City Boundary

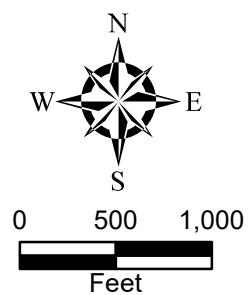


Exhibit B
NETAJ, LLC
 City of Woodland
 County of Yolo, California

MACKEY & SOMPS
 ENGINEERS PLANNERS SURVEYORS
 1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
 Date: 10/31/2023 7741.800

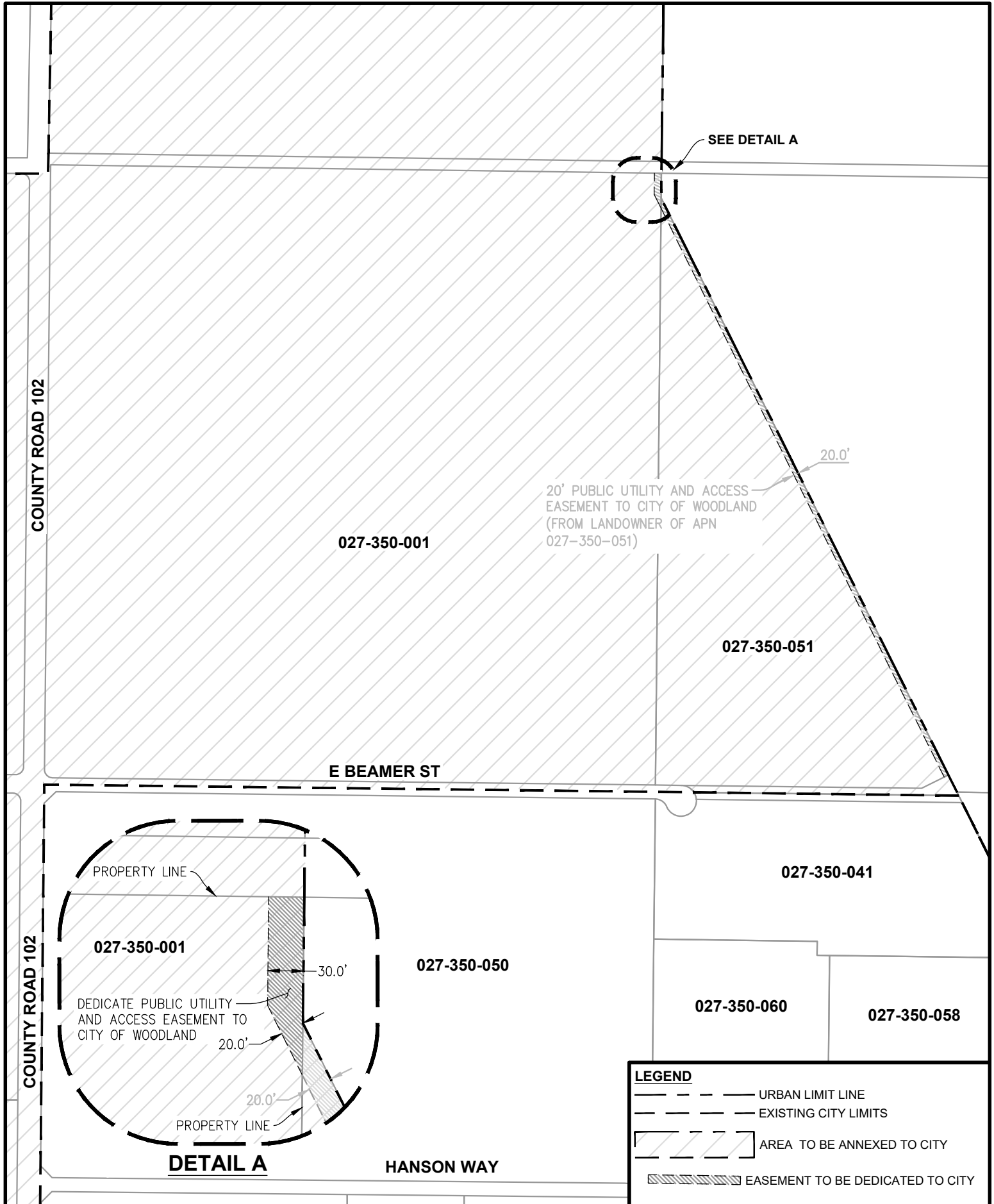


EXHIBIT C: EASEMENTS TO BE DEDICATED TO THE CITY OF WOODLAND



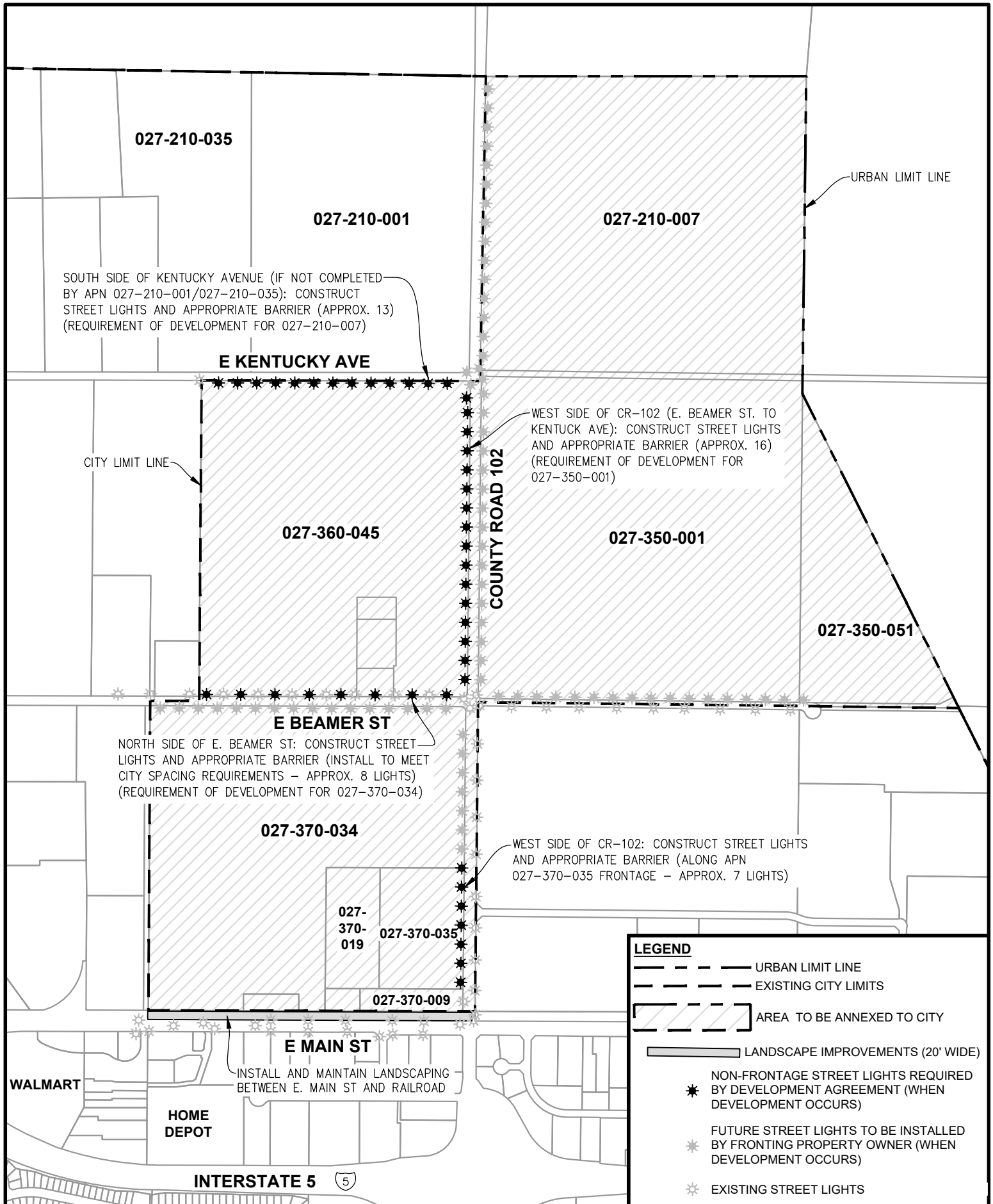
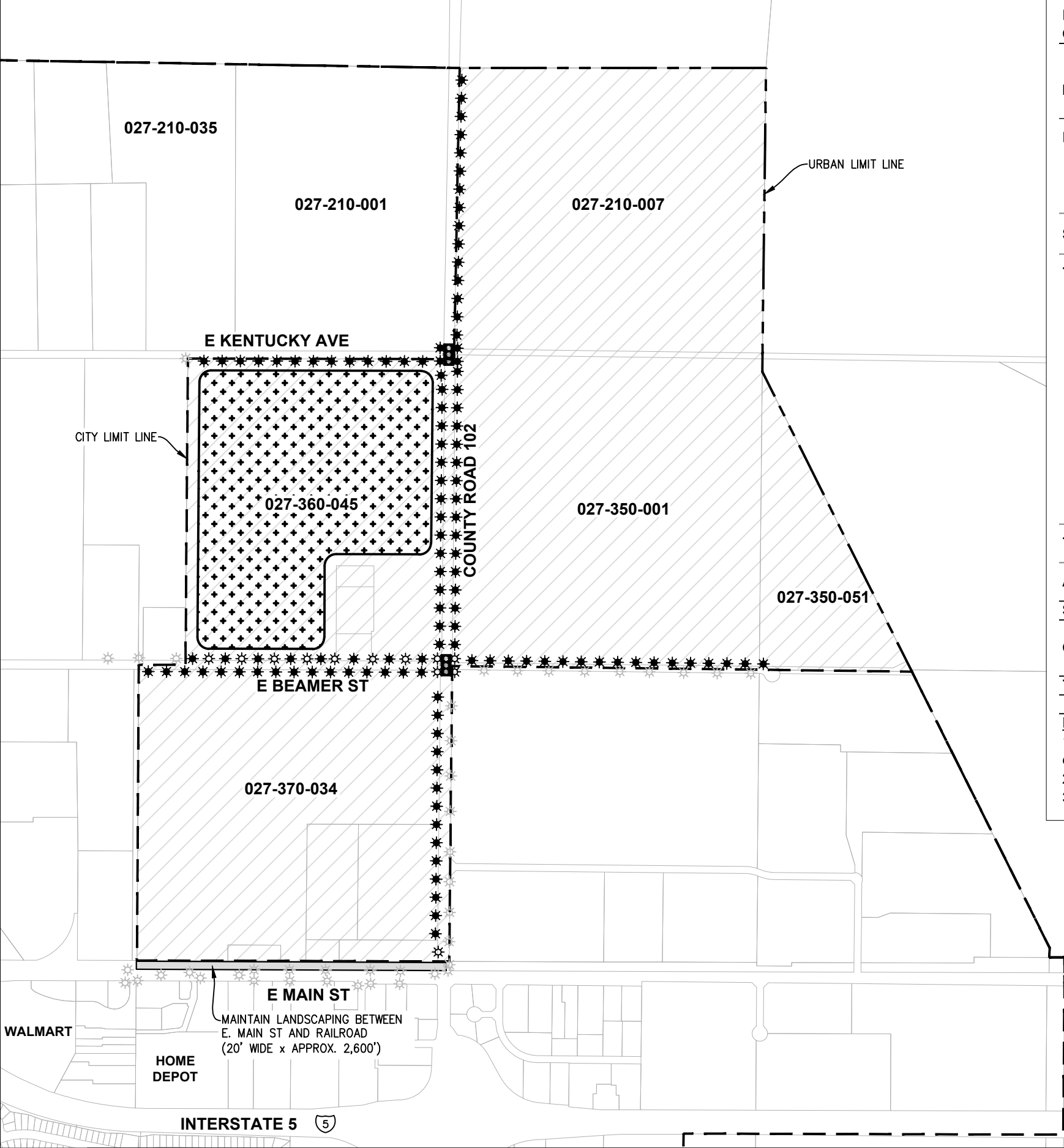


EXHIBIT D: REQUIRED INFRASTRUCTURE IMPROVEMENTS





NE Area Annexation - Maintenance Community Facilities District
Operation and Maintenance Items at Full Build-Out

Item	Unit Cost	Approximate Quantities	Units	Annual Assessment
Landscaping				
Entry Monument	TBD	1	EA	TBD
Landscaping Adjacent to Railroad - Maintenance	TBD	52,000	SF	TBD
Landscaping Adjacent to Railroad - Irrigation	TBD	52,000	SF	TBD
Storm Drainage Basin Maintenance Responsibility¹				
	TBD	1.00	LS	TBD
Traffic Signals & Lighting				
Street Lights ² (131 total to be maintained in district)				
CR-102 (7,500 LF)				
btw Main St & Beamer (2,500 lf) west side only	TBD	17	EA	TBD
btw Beamer & Kentucky (2,500 lf) both sides	TBD	36	EA	TBD
btw Kentucky & City Limit (2,500 lf) east side only	TBD	17	EA	TBD
E. Beamer (5,000 LF)				
Knaggs & City frontage (2,500 lf) both sides	TBD	31	EA	TBD
East of CR-102 (2,500 lf) north side only	TBD	17	EA	TBD
E. Kentucky (2,200 LF)				
City prop frontage (2,200 LF) south side only	TBD	13	EA	TBD
Traffic Signals ³	TBD	2	EA	TBD
TDM/VMT/Transit Program (public transportation services and administration)				
	TBD	1	LS	TBD
Administrative Fee				
	TBD	1	LS	TBD
Subtotal				TBD
Contingency				TBD
Total				TBD

Notes:
1. Storm Drainage basin maint. assumes proportionate contribution for CFD area and a proportionate contribution for the maintenance of downstream storm drainage improvements.
2. Total street light count assumes arterial roads in industrial area with spacing of 155' and lighting on both sides of street.
3. Assumes existing traffic signal at E. Beamer and CR-102 will be added to district.

LEGEND

URBAN LIMIT LINE

EXISTING CITY LIMITS

AREA TO BE ANNEXED TO CITY

LANDSCAPE MAINT. AREA (20' WIDE)

STORM DRAINAGE BASIN TO BE PARTIALLY MAINTAINED BY CFD

TRAFFIC SIGNALS TO BE MAINTAINED BY CFD

*

PROPOSED STREET LIGHTS TO BE MAINTAINED BY CFD

*

EXISTING STREET LIGHTS TO BE MAINTAINED BY CFD

*

EXISTING STREET LIGHTS OUTSIDE THE LIMITS OF THE CFD

Exhibit F

Uniformly Applied Development Standards and Stipulated Conditions of Approval

APPENDIX A

Uniformly Applied Development Standards and Stipulated Conditions of Approval

Final City of Woodland Annexation Initial Study

Prepared for:

City of Woodland
300 First Street
Woodland, CA 95695

Contact Info:

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Erika.Bumgardner@cityofwoodland.org

Prepared by:

AECOM
2020 L Street, Suite 400
Sacramento, CA 95811

Contact:

Matthew Gerken
Project Manager
916/414-5800

AECOM

June 2022

1 INTRODUCTION

The following tables provide a detailed summary of the City's General Plan Policies and Implementation Programs applicable to minimizing and avoiding potential environmental impacts, as analyzed and identified through the 2035 General Plan and Climate Action Plan (CAP) Environmental Impact Report (EIR). Table A-1 identifies those General Plan Policies and Implementation Programs that would be relevant to future development within the proposed annexation areas, such that future development would be consistent with the 2035 General Plan and CAP, as applicable, and implement required measures to minimize potential environmental impacts in accordance with the 2035 General Plan and CAP EIR. Within Table A-1, the relevant policies, regulations, and development standards that would be uniformly applied to all future development within the annexation areas, as applicable, are identified. In the case that no such uniformly applied policy, regulation, or development standard currently exists to implement a required General Plan Policy or Implementation Program, then the policy or program would be enforced through a Condition of Approval on any future development within the proposed annexation areas. Table A-2 specifically identifies the Conditions of Approval that would be required of any future development within the proposed annexation areas; the City would require a project demonstrate consistency with the applicable Conditions of Approval prior to the issuance of a grading permit or improvement plans.

Table A-1. 2035 General Plan Policies and Uniformly Applied Development Standards, Policies, and Regulations Applicable to Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Aesthetic Resources	a) Have a substantial adverse effect on a scenic vista?	None required.	
Aesthetic Resources	b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	None required.	
Aesthetic Resources	c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	None required.	
Aesthetic Resources	d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	General Plan Policy 2.F.4 Light Pollution. Control artificial lighting to avoid spill-over lighting and preserve the night sky. General Plan Policy 2.F.5 Glare. Control artificial lighting to prevent glare.	Woodland Municipal Code, Title 17 Zoning, Section 17.92.060 I Industrial Zone (Performance Standards) City of Woodland Interim Zoning Ordinance 2020, Section 3.11.A4 (Exterior Lighting) City of Woodland Community

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
			Design Standards, Lighting Standards
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	General Plan Policy 2.A.3 Agricultural Mitigation. For impacts to agriculture within the Urban Limit Line, require one acre to be permanently conserved for every acre converted to urban development. The farmland being conserved must be of the same Farmland Mapping and Monitoring Program type (Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance) as the farmland that is being converted, or of a type of higher quality, and the conserved farmland should be located as close to the Woodland Urban Limit Line as possible. General Plan Policy 7.C.5. Agricultural Buffer. Require 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. Equivalent means of providing agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.	City of Woodland Municipal Code, Section 15.33 Condition of Approval required for General Plan Policy 7.C.5; see Table A-2.
Agricultural and Forestry Resources	b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	None required.	
Agricultural and Forestry Resources	c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	None required.	
Agricultural and Forestry Resources	d) Result in the loss of forest land or conversion of forest land to non-forest use?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Agricultural and Forestry Resources	e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	None required.	
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.	
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Implementation Program 7.18. New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch.	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Condition of Approval required for General Plan Implementation Program 7.18; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.	
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	General Plan Policy 7.F.2 Best Management Practices. Require all projects to implement Best Management Practices (BMPs) for reducing air pollutant emissions associated with the construction and operation of development projects as a standard City condition of approval. General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors.	Woodland Municipal Code Section 17.92.060(B) Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.5 and 3.11.B.7.d Yolo-Solano Air Quality Management District adopted Rules and Regulations California Code of Regulations Sections 2449(2)(B) and 2485 Idling Restrictions Conditions of Approval required for General Plan Policy 7.F.3, and Implementation Programs 7.17 and 7.19; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City's land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source's operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.	
	d) Result in other emissions (such as those leading to	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	odors) adversely affecting a substantial number of people?		
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the annexation areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) Migratory Bird Treaty Act, 16 U.S.C. Section 703, et. Seq Protection of Bird Nests and Raptors, California Fish and Game Code, Section 3503 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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 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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. <i>Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP:</i> Suitable habitat for the western burrowing owl is present within the proposed	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		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.	
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.8 Native and Compatible Non-Native Plant Species. 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. General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. Implementation Program 7.6. If the project would result in fill or alteration of a waterway or any body of water supporting riparian forest habitat, the City will require project proponent/s to notify the California Department of Fish and Wildlife, obtain a Lake and Streambed Alteration Agreement if determined necessary by the California Department of Fish and Wildlife, and comply with all conditions of the Lake and Streambed Alteration Agreement. General Plan Implementation Program 7.4. (See Biological Resource impact area a) above)	City of Woodland Tree Ordinance (Woodland Municipal Code Chapter 12.48) City of Woodland Community Design Standards, Landscaping California Fish and Game Code Section 1602 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i>
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or	General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4. (See Biological Resources impact area a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete a delineation of waters of the United States	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance City of Woodland Community Design Standards, Landscaping Clean Water Act, Section 401 and

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	other means?	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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.	Section 404 City of Woodland Municipal Code Chapter 15.32 - <i>This code applies only to discretionary projects; by-right projects within the Annexation Areas would be required to comply with the requirements of this code as a Conditional of Approval, as included in Table A-2.</i> To ensure appropriate review of potential impacts to wetlands and other waters of the United States, Conditions of Approval required for General Plan Implementation Program 7.5 and Compliance Measures Bio 2; see Table A-2.
Biological Resources	d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with	None required.	

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	established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		
Biological Resources	e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	None required.	City of Woodland Municipal Code Chapter 12.48, Tree Ordinance
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.	
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.13. a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist¹ 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).	California Public Resources Code 5097 Archaeological Resources Protection Act (16 U.S. Code 470aa-470mm) National Historic Preservation Act (54 U.S. Code Section 300101 et seq.) Conditions of Approval required

¹ 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 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 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.

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		b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training 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.	for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

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Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	General Plan Policy 7.E.2. Discovery of Resources; see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.	
Cultural Resources	c) Disturb any human remains, including those interred outside of formal cemeteries?	General Plan Implementation Program 7.14. a. 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	California Health and Safety Code, Section 7050 through 7052 California Native American Graves Protection and Repatriation Act, Health and Safety Code, Division 7, Part 2, Chapter 5 Section 8010 through 8030 National Historic Preservation Act (36 CFR 60) Procedures for the Protection of Historic Properties (33 CFR 325 Appendix C)

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		(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.	
Energy	a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan. General Plan Policy 3.E.4 Interconnected Network. Require new development to create complete pedestrian networks with linkages such as walkways, paseos, and shared-use paths that interconnect pedestrian facilities. Policy 3.F.4 Bicycle Facilities. Require residential, commercial, and industrial developments to include bicycle lanes or pathways in accordance with the Bikeway Master Plan or Specific Plans when constructing new roadways or upgrading existing streets. General Plan Policy 5.H.9 Reduce Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible.	City of Woodland Municipal Code 13.32 for Water Conservation City of Woodland Municipal Code Article 17.112 for Landscaping. City of Woodland Interim Zoning Code Section 3.06.E.7 through 10, and 11 for connectivity, pedestrian access, outdoor spaces and shading within Community Commercial Zones. City of Woodland Community Design Standards California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7, Model Water Efficient Landscape Ordinance
Energy	b) Conflict with or obstruct a state or local plan for renewable energy or energy	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	See Energy impact topic a) above.

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	efficiency?		
Geology, Soils, Minerals Resources, and Paleontological Resources	a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.) ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides?	General Plan Policy 8.A.1. Minimize Seismic Risk. Continue to maintain and enforce appropriate standards to ensure new development is designed to meet current safety standards associated with seismic activity. Require public and private development to be located, designed, and constructed to minimize the risk of loss of life and injury in the event of a major earthquake or other natural disaster. General Plan Policy 8.A.2. Geologic-Seismic Analysis. Require the preparation of a soils engineering and geologic-seismic analysis prior to permitting development in areas prone to geological or seismic hazards (i.e., groundshaking, liquefaction, expansive soils).	City of Woodland Municipal Codes Chapter 15.04 Building Codes Earthquake Hazards Reduction Act, Public Law 95-124 California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law) California Code of Regulations Title 5, Division, Chapter 14, Sections 14001–14036
Geology, Soils, Minerals Resources, and Paleontological Resources	b) Result in substantial soil erosion or the loss of topsoil?	General Plan Policy 5.I.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater;	City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) for compliance with the City's Phase II MS4 permit with the State Water

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		- Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; - Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; - Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; - On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; and - Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses. General Plan Policy 5.I.5. Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities.	Resources Control Board California State Water Resources Control Board General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ, as amended) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Geology, Soils, Minerals Resources, and Paleontological Resources	c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	None required.	
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	General Plan Policy 8.A.3. Expansive Soils. Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.	Condition of Approval required for General Plan Policy 8.A.3; see Table A-2.
Geology, Soils, Minerals Resources, and Paleontological Resources	e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for	General Plan Policy 5.H.6. Connection to Sewer System. Require all sewage generators within its service area to connect to the City's system, except those areas where the City has determined a connection to the City's sewage collection system would be infeasible. General Plan Implementation Program 5. 14. Where soils are proposed for use as leach fields associated with wastewater treatment, the City shall require a site-	City of Woodland Municipal Code Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.020 City of Woodland Municipal Code

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	the disposal of waste water?	specific evaluation by a licensed geotechnical engineer regarding the soil suitability, including a perc test, as appropriate. All septic systems or other forms of on-site wastewater treatment and disposal facilities shall be designed by a licensed geotechnical or civil engineer. On-site wastewater treatment systems shall be designed to meet the following parameters: • provide available effective absorptive area in both primary and reserve disposal fields; • provide appropriate separation between the disposal field bottom and groundwater or a restrictive soil layer; • factor the ground slope in both the primary and reserve disposal field areas; • factor the influent wastewater strength and quantity in wastewater system design; • accommodate requirements for setbacks from wells, surface waters, and property boundaries; and • provide treatment of wastewater such that it does not adversely affect water quality or endanger public health.	Chapter 13.12 Sewer and Storm Drainage Services, Section 13.12.030
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	General Plan Policy 7.E.2. Discovery of Resources. If cultural, archaeological, or paleontological resources are discovered during construction, ensure their evaluation and protection, as appropriate, in accordance with applicable Federal and State laws and regulations. General Plan Implementation Program 7.15. • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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	Conditions of Approval required for General Plan Implementation Program 7.15; see Table A-2.

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		can resume at the site where the paleontological resources were discovered.	
Greenhouse Gas Emissions	a, b) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment or conflict with an Applicable Plan, Policy, or Regulation Adopted for the Purposes of Reducing Emissions of Greenhouse Gas Emissions?	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is consistent with the objectives and targets of the City's Climate Action Plan.	City of Woodland Municipal Code Article 17.112 for Landscaping. California Code of Regulations, Title 24, Part 11 (CalGreen) California Code of Regulations, Title 20, Appliance Efficiency Standards California Code of Regulations, Title 23. Waters, Divisions 2. Department of Water Resources, Chapter 2.7 Model Water Efficient Landscape Ordinance Condition of Approval required for implementation of General Plan Policy 2.C.2; see Table A-2.
Hazards and Hazardous Materials	a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010 City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous	b) Create a significant hazard to the public or the	General Plan Policy 8.E.2. Disposal and Storage Plan. Requires that new development for industries that will generate hazardous wastes or utilize hazardous	City of Woodland Municipal Code, Chapter 8.20, Section 8.20.010

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Materials	environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	materials include a detailed plan for hazardous waste reduction, recycling, and storage. General Plan Policy 8.E.3. Buffer Zone. Requires that new development for industries store and process hazardous materials provide a buffer zone between the installation and the property boundaries sufficient to protect public safety.	City of Woodland Building Division Hazardous Materials Survey Compliance with the Yolo County Environmental Health Division Unified Program regulatory standards
Hazards and Hazardous Materials	c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	None required.	
Hazards and Hazardous Materials	d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	None required.	
Hazards and Hazardous Materials	e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or	None required.	

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	working in the project area?		
Hazards and Hazardous Materials	f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	None required.	
Hazards and Hazardous Materials	g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	None required.	
Hydrology and Water Quality	a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

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		General Plan Policy 5.1.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff.	
Hydrology and Water Quality	b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that there the project may impede sustainable groundwater management of the basin?	General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design.	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association
Hydrology and Water Quality	c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	General Plan Policy 5.1.3. Overland Flow Requirements in New Development. Require development to provide for the overland flow of stormwater meeting or exceeding the City's standard design capacity of the storm drainage system. Overland 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. General Plan Policy 5.1.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development	City of Woodland Municipal Code, Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	i) Result in substantial erosion or siltation on- or off-site; ii, iii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; iv) Impede or redirect flood flows.	runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; • Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and • Innovative engineering practices that allow for compact, connected, and walkable urban design. General Plan Policy 5.I.5 Prohibiting Grading Activities in Rainy Season. Prohibit grading activities during the rainy season, unless adequately mitigated, to avoid sedimentation of storm drainage facilities. General Plan Policy 7.A.4 Best Management Practices. Continue to require the use of feasible and practical best management practices (BMPs) and promote Low Impact Development to protect receiving waters from the adverse effects of construction activities and urban and agricultural runoff. General Plan Policy 8.B.2. Flood Hazard Evaluation. Require evaluation of potential flood hazards prior to approval of development projects. Require proponents of new development to submit accurate topographic and flow characteristics information. This will include depiction of the 200-year floodplain boundaries under fully developed, pre- and post-project runoff conditions. General Plan Policy 8.B.3. New Development in Flood Hazard Zones. No subdivisions, development agreements, or permits that would place development within a flood hazard zone can be approved unless the City makes explicit findings that either existing flood management facilities provide an adequate level of protection from flooding, the City has conditioned the project to provide an adequate level of protection, or the local flood management agency has made adequate progress on the construction of a flood protection system that will provide adequate protection. <i>[Further detailed requirements of review are</i>	City of Woodland Municipal Code, Chapter 15.12. City of Woodland Municipal Code, Chapter 17.96 SWRCB's <i>General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities</i> (Construction General Permit) (Order 2009-009-DWQ as amended by Order No. 2012-0006-DWQ) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

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		<i>provided on page SE-59 of the 2035 General Plan]</i> General Plan Policy 8.B.5. Protective Structures. Require installation of protective structures or other design measures to protect proposed building and development sites from the effects of flooding. General Plan Policy 8.B.7. Adjacent Property. Require that new flood management projects or development within areas subject to flooding ensure that floodwaters will not be diverted into adjacent property to increase flood hazards on properties located elsewhere unless secured through a flood easement or fee title buyout. General Plan Policy 8.B.11. Levee Inundation Area. Require new development in levee inundation areas to conduct an analysis of risk from levee failure.	
Hydrology and Water Quality	d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	None required.	
Hydrology and Water Quality	e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	See Hydrology and Water Quality impact questions a) and b) above.	
Land Use and Planning	a) Physically divide an established community?	None required.	
Land Use and Planning	b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	None required.	
Mineral Resources	a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Mineral Resources	b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	None required.	
Noise and Vibration	a) Generation of a substantial temporary or permanent 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?	General Plan Policy 8.G.3 Noise Exposure from Transportation Sources. Require noise-reducing mitigation to meet allowable outdoor and indoor noise exposure standards in Table 8-7 [of the 2035 General Plan]. Noise mitigation measures that may be approved to achieve these noise level targets include but are not limited to the following: • Construct facades with substantial weight and insulation; • 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 minimum setbacks and exterior barriers; • 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. General Plan Policy 8.G.5 New Noise-Sensitive Receptors. Prohibit development of new noise-sensitive receptors where the noise level due to non-transportation noise sources will exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of the new development, unless effective noise mitigation measures have been incorporated into the development design to achieve the standards. Create peaceful outdoor spaces where possible, but acknowledge that particular ambient outdoor thresholds may not always be achievable. Require noise mitigation to assure acceptable interior noise levels appropriate to the land use type: • 45 dB L_{dn} for residential, transient lodgings, hospitals, nursing homes, and other uses where people normally sleep; and • 45 dB L_{eq} (peak hour) for office buildings and similar uses. General Plan Policy 8.G.6 New Non-Transportation Noise Sources. Require that noise created by new non-transportation noise sources be mitigated so as not to exceed the noise level standards of Table 8-6 [of the 2035 General Plan] as measured immediately within the property line of lands designated for noise-	City of Woodland Municipal Code, Title 17 Zoning, Chapter 17.92 Industrial Zone, Section 17.92.060 Performance Standards City of Woodland Construction Noise Guidelines, Municipal Code, Section 9.28.090 (Noise Ordinance) City of Woodland Interim Zoning Ordinance 2020, Article 3, Section 3.11.B.7.g (Noise Standards) City of Woodland Community Design Standards, Site Planning for Commercial Development City of Woodland Municipal Code, Section 9.52 (Right to Farm Ordinance)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		sensitive receptors. General Plan Policy 8.G.7 Roadway Improvements. Where existing noise-sensitive receptors may be exposed to increased noise levels due to increased roadway capacity and increases in travel speeds associated with roadway improvements, apply the following criteria to determine the significance of increases in noise related to roadway improvement projects: • Where existing traffic noise levels are less than 70 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +5 dB L_{dn} increase in noise levels due to a roadway improvement project, will be considered significant; and • Where existing traffic noise levels range between 70 and 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +3 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant; and • Where existing traffic noise levels are greater than 75 dB L_{dn} at the outdoor activity areas of noise-sensitive receptors, a +1.5 dB L_{dn} increase in noise levels due to a roadway improvement project will be considered significant. General Plan Policy 8.G.8 Site and Building Design. Orient buildings such that the noise sensitive portions of a project are shielded from noise sources. General Plan Policy 8.G.9 Existing Development. Promote the use of noise attenuation measures to improve the acoustic environment where existing noise sensitive uses are located in noise-impacted environments, such as along arterial streets or adjacent to noise-producing uses. For non-conforming uses, the burden of noise attenuation falls on the non-conforming use. For allowed uses, the burden falls on the newest use, subject to possible later reimbursement based on benefit received by later use. Allowed uses that are developed simultaneously will share the burden of noise attenuation. General Plan Policy 8.G.10 Right-to-Farm Ordinance. Support the City and County’s right-to-farm ordinances, especially as they relate to noise emanating from agricultural operations adjacent to urban uses, by requiring notification of the potential impacts to adjacent property owners, purchasers, residents, and users. General Plan Policy 8.G.11 Construction Noise. Consider 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. General Plan Policy 8.G.13 Noise Attenuation Barriers. Noise attenuation barriers are strongly discouraged, expect to attenuate noise for existing developed uses, and may be used in the context of new development only when no other approach to noise mitigation is feasible.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		General Plan Policy 8.G.14 Vehicle Traffic. New developments shall disperse vehicular traffic onto a network of fully connected smaller roadways and minimize funneling of local traffic onto large-volume, high speed roadways near existing or planned noise-sensitive uses to the maximum extent feasible. General Plan Policy 8.G.15 Operational Noise. In new development areas, service, utility, loading areas, roof-mounted equipment, and noise-generating equipment shall be screened, designed, and located to reduce visibility and noise for surrounding properties and pedestrian areas. General Plan Implementation Program 8.13. - 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. - 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 5 minutes. - 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;	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		• 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. d. 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.	
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	General Plan Implementation Program 8.12. 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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. General Plan Implementation Program 8.13; see Noise and Vibration checklist item a) above.	Condition of Approval required for implementation of General Plan Implementation Program 8.12; see Table A-2.
Noise and Vibration	c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
Population and Housing	a) 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)?	None required.	
Population and Housing	b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	None required.	
Public Services	a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: Fire Services? Police Protection? Schools? Parks? Other Public Facilities?	General Plan Policy 5.B.4. Development Project Requirements. Require development projects to develop and/or fund fire protection facilities, equipment, personnel, and operations and maintenance that maintain the City's standards, as demonstrated through positive fiscal impacts or through specific funding mechanisms in the event of fiscal deficits.	City of Woodland Community Risk Reduction Division Plan Submittal, Review and Inspection
Recreation	a) Would the project increase the use of existing neighborhood and regional	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		
	b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	None required.	
Transportation	a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	General Plan Policy 2.J.6. Multimodal Access. Require convenient, attractive, and safe pedestrian, bicycle, and transit connections both within commercial centers and between centers and surrounding neighborhoods and other destinations. General Plan Policy 3.A.11. New Development. Require all new development to provide convenient bicycle and pedestrian environments and access through building orientation, site layout, traffic management, and connections to transit service and local commercial and community facilities. Development must provide appropriate pedestrian amenities such as street lighting, benches, arcades, canopies, shade trees, art, and seating areas.	City of Woodland Interim Zoning Code Section 3.06.E.7, Connection within Community Commercial Zones City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications City of Woodland Community Design Standards California Building Code, Title 24
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT). Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings. reducing peak period VMT in particular is desirable due to the added benefit of minimizing severe congestion and reducing emissions. use of VMT reduction strategies such as those in the chart below [see General Plan page TC 3-22] (taken from quantifying Greenhouse Gas	Condition of Approval required to implement General Plan Policy 3.A.4; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		Mitigation Measures, CAPCOA, 2010) or similar professional research documents is encouraged.	
Transportation	c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Transportation	d) Result in inadequate emergency access?	None required.	City of Woodland Engineering Standards: Design Standards, Standard Details and Construction Specifications
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its	Conditions of Approval Required, see Cultural Resources Impact Topic a), above.	California Public Resources Code Division 5, Chapter 1.75 Section 5097.9 et. seq. Conditions of Approval required for General Plan Implementation Program 7.13 and Compliance Measure Cultural 1; see Table A-2.

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?		
Utilities	a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	General Plan Policy 5.H.9. Reduced Demand. Reduce wastewater system demand through efficient water use by requiring water-conserving design and equipment in new construction; encouraging retrofitting with water-conserving devices; and designing, constructing, and repairing wastewater systems to minimize inflow and infiltration to the extent economically feasible. General Plan Policy 5.I.4. Low Impact Development. Require new development and redevelopment projects to incorporate site design and low impact development runoff requirements, in accordance with the Municipal Code to reduce runoff rates, filter out pollutants, and facilitate groundwater infiltration. Such features may include, but are not limited to: • Canopy trees or shrubs to absorb rainwater; • Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate and the number of required drain inlets; • Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas; • Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces; • On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration;	Woodland Municipal Code Chapter 13.32, Water Conservation City of Woodland Municipal Code Chapter 8.08 Urban Stormwater Quality Management and Discharge Control City of Woodland Post Construction Standards Plan (Low Impact Development & Hydromodification) Stormwater Best Management Practices for Construction Handbook, California Stormwater Quality Association

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
		- Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses; and - Innovative engineering practices that allow for compact, connected, and walkable urban design.	
	b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	None required.	
	c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	None required.	
	d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	None required.	
	e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	General Plan Policy 5.J.2. New Development. Require waste collection in all new development and ensure that all new development complies with applicable provisions of the City of Woodland Source Reduction and Recycling Element and the Yolo County Integrated Waste Management Plan.	City of Woodland Municipal Code Chapter 13.36 AB 341: Mandatory Commercial Recycling (MCR) Program AB 1826: Mandatory Commercial Organics Recycling (MORE)

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
			Program SB 1383: Short-Lived Climate Pollutant (SLCP) Reduction Strategy
Wildfire	a) If Located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project: i) Substantially impair an adopted emergency response plan or emergency evacuation plan? ii) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? iii) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	None required.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	iv) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?		

Notes:

AMM	=	avoidance and minimization measures
BMPs	=	best management practices
CAP	=	Climate Action Plan
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
dB	=	decibel
EIR	=	Environmental Impact Report
HCP	=	Habitat Conservation Plan
L _{dn}	=	Day-Night Average Sound Level
L _{eq}	=	Equivalent Sound Level
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District

Table A-2. Conditions of Approval Required of Future Development Within Proposed Annexation Areas

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Aesthetic Resources	a) through d)	None. Applicable municipal codes and regulations provided in Table A-1.
Agricultural and Forestry Resources	a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on	Condition of Approval required to implement buffer requirements stipulated by General Plan Policy 7.C.5. Agricultural Buffer: Require 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. Equivalent means of providing

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	agricultural buffers may be considered by the Planning Commission on a case-by-case basis for parcels where development potential would be precluded or severely limited as a result of the required buffer size. The buffer shall be landscaped/vegetated and may include public right of way.
Air Quality	a) Conflict with or obstruct implementation of the applicable air quality plan?	See Air Quality checklist question b) below.
Air Quality	b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Condition of Approval required to implement emissions reductions requirements stipulated by General Plan Implementation Program 7.18: New developments that could generate a potentially significant short-term air quality impact shall incorporate feasible construction mitigation strategies, including those listed below, those included in an updated set of mitigation recommendations prepared by the 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 tree windbreaks on the windward perimeter of construction projects if adjacent to open land. g. Plant vegetative ground cover in disturbed areas as soon as possible. h. Cover inactive storage piles. i. Sweep streets if visible soil material is carried out from the construction site. j. Treat accesses to a distance of 100 feet from the paved road with a 6 to 12 inch layer of wood chips or mulch. k. Treat accesses to a distance of 100 feet from the paved road with a 6-inch layer of gravel. l. Limit all idling of vehicles and equipment that use gasoline or diesel fuel to five minutes maximum. m. 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.
Air Quality	c) Expose Sensitive Receptors to Substantial Pollutant Concentrations?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.F.3 Protect Sensitive Receptors. For the purposes of environmental review of potential toxic air contaminant impacts, consider residentially designated land uses, hospitals and other medical facilities, residential care facilities, schools, day care centers, playgrounds to be “sensitive receptors.” Discourage the location of new sensitive receptor uses within 500 feet of a limited access state

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		highway (State Route 113 and Interstate 5). Implement applicable buffer distances recommended by the California Air Resources Board between sensitive uses and sources of substantial pollutant concentrations. General Plan Implementation Program 7.17. a. New development shall be required to demonstrate adherence with applicable YSAQMD-recommended health risk thresholds involving sensitive receptors, uses that involve substantial truck trips, and large gas stations, as defined by the applicable regulations. “Substantial truck trips” is defined as more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units per day, or transport refrigeration unit operations that exceed 300 hours per week. A “large gas station” is one that would be anticipated to accommodate a throughput of 3.6 million gallons per year or greater. b. Proposed uses that include sensitive receptors may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from existing uses that involve substantial truck trips and a minimum 50-foot buffer from existing large gas stations. c. Proposed uses that involve substantial truck trips may demonstrate compliance with this implementation program by providing a minimum 1,000-foot buffer from properties where the City’s land use designation would allow sensitive receptors. d. Proposed large gas stations may demonstrate compliance with this implementation program by providing a minimum 300-foot buffer, while typical gas dispensing facilities would provide a minimum 50-foot buffer from existing sensitive receptors and from properties where the City’s land use designation would allow sensitive receptors. e. Avoid siting new sensitive receptors within 500 feet of the edge of the closest travel lane of a freeway, urban roads with 100,000 vehicles per day, or rural roads with 50,000 vehicles per day. f. Avoid siting new sensitive land uses within 300 feet of any existing dry cleaning operation. g. As an alternative to these buffer distances, proposed sensitive receptors, uses that involve substantial truck trips, and large gas stations may provide a site-specific health risk assessment, using methods consistent with applicable guidance from the Office of Environmental Health Hazard Assessment, with mitigation, if necessary, to demonstrate compliance with applicable YSAQMD-recommended health risk thresholds. When health risk impacts exceed YSAQMD-recommended thresholds, feasible on-site mitigation measures to reduce TAC exposure shall be implemented to mitigate health risk impacts below YSAQMD thresholds. On-site measures could include, but are not limited to providing enhanced filtration systems (e.g., Minimum Efficiency Reporting Value 13 or greater) for near-by sensitive receptor buildings, changes to the TAC emission source’s operation, and positioning of exhaust and intake for ventilation systems to minimize exposure among others. General Plan Implementation Program 7.19. a. New development that would require the use of diesel-fueled construction equipment within 300 feet of an existing sensitive receptor use an equipment mix, incorporate buffering, schedule construction activities, or use other strategies to reduce potential health risk consistent with guidance from the Yolo-

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		Solano Air Quality Management District. b. Alternatively, a project applicant may prepare a site-specific estimate of diesel PM emissions associated with total construction activities and evaluate for health risk impact on existing sensitive receptors in order to demonstrate that applicable YSAQMD-recommended thresholds for toxic air contaminants would not be exceeded or that applicable thresholds would not be exceeded with the application of alternative mitigation techniques approved by the City.
Biological Resources	a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	Condition of Approval to implement requirements stipulated by the City of Woodland Municipal Code Chapter 15.32 for the implementation of the Yolo HCP/NCCP, for all proposed future development, by-right and discretionary, within the annexation areas. This shall achieve the intent of General Plan Policy 7.B.11 and Implementation Program 7.4: General Plan Policy 7.B.11 Sensitive Site Planning. Site new development to maximize the protection of native tree species and sensitive special-status plant and wildlife habitats. General Plan Implementation Program 7.4 a. The City will require biological inventory surveys for new developments that could affect special-status species or sensitive habitat in areas designated for development under the General Plan. b. The City will work with project applicants to identify opportunities to preserve special-status species occurrences and sensitive habitats through design and planning. [...]he City shall implement the applicable requirements of the HCP/NCCP as relevant to any specific land use project. [The details of Implementation Program 7.4 have been revised from as written in the City’s 2035 General Plan to reflect the fact that the HCP/NCCP has been adopted and Incidental Take Permits have been issued. General Plan Implementation Program 7.4 is now achieved through compliance with the HCP/NCCP through the City of Woodland’s Municipal Code Chapter 15.32, as applicable to discretionary projects.] Based upon the initial biological reconnaissance surveys completed of the annexation areas, the following Avoidance and Minimization Measures of the HCP/NCCP would be applicable to portions of the Annexation Areas, as detailed in the Biological Survey Memorandum (AECOM 2021a): Yolo County HCP/NCCP Avoidance and Minimization Measure 16. In accordance with AMM 16 of the Yolo HCP/NCCP: 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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 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. d. 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 <i>Application Form</i> for non-member agency projects and <i>Member Agency Reporting Form</i> for member agency projects, as applicable, and will pay applicable fees to the Yolo Habitat Conservancy as specified in the appropriate form. Yolo County HCP/NCCP Avoidance and Minimization Measure 18. In accordance with AMM 18 of the Yolo HCP/NCCP: Suitable habitat for the western burrowing owl is present within the proposed annexation areas. In accordance with AMM 18 of the Yolo HCP/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 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

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		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. Compliance Measure Bio 1: Avoid Direct Loss of Protected Bird Nests. While not required as mitigation for a significant impact under California Environmental Quality Act (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 MBTA 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.
Biological Resources	b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	General Plan Policy 7.B.11 and Implementation Program 7.4. (See Biological Resource impact area a) above)
Biological Resources	c) Have a substantial adverse effect on state or federally protected wetlands	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.11.B and Implementation Program 7.4. (See Biological Resources impact area

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	(including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	a) above). General Plan Implementation Program 7.5. If the project would result in ground disturbance on sites containing waterways or other aquatic habitats, the City will require project proponent/s to complete 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 the project would result in fill of wetlands or other waters of the United States, the City will require project proponent/s to 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 the project involves work in areas containing waters disclaimed by the USACE, project applicants shall obtain a Waste Discharge Requirement permit from the Regional Water Quality Control Board pursuant to the Porter Cologne Act. Project applicants shall be required to 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. Compliance Measure Bio 2: Avoid Loss of and Degradation of Federally Protected Waters. • If a proposed project 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 USACE' methods, and to submit the completed delineation to the USACE for jurisdictional determination. • If implementation of a proposed project 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 USACE and water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. • If implementation of a proposed project 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.
Biological Resources	f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	See impact questions Biological Resources a) and b) above.
Cultural Resources	a) Cause a substantial adverse change in the significance of a historical resource	Condition of Approval required to implement requirements stipulated by: General Plan Implementation Program 7.13.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
	pursuant to Section 15064.5?	a. During ground-disturbing activities necessary to implement proposed development and infrastructure projects, if any prehistoric or historic subsurface resources are discovered, all work within 100 feet of the resources shall be halted and a qualified archaeologist² 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). b. If any find is determined to be a historical resource according to CEQA Guidelines Section 15064.5, representatives from the City and the archaeologist will 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. c. 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. Compliance Measure Cultural 1: Cultural Resources Sensitivity Training Prior to ground-disturbing activities necessary to implement proposed development and infrastructure

² 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 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 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.

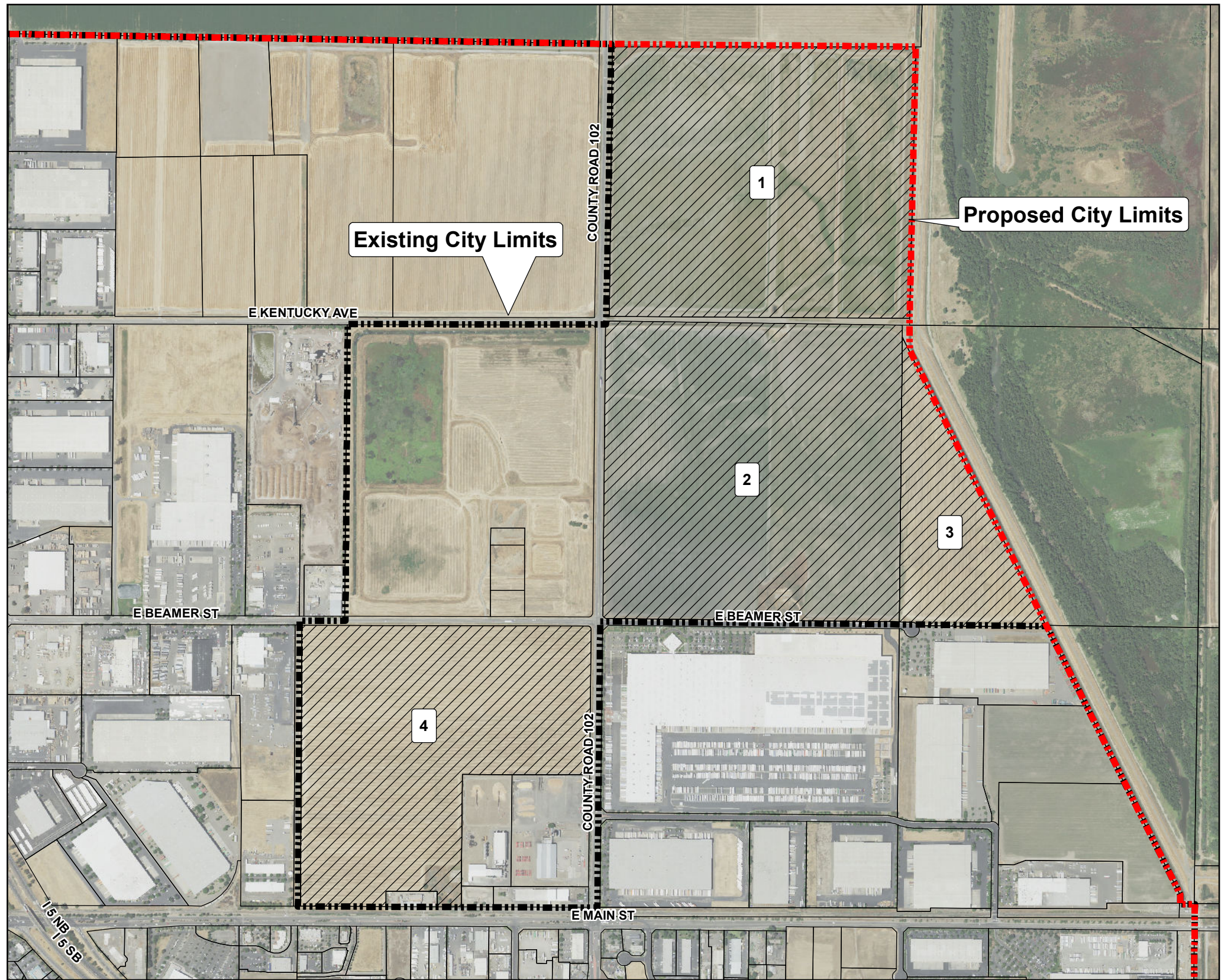
Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric cultural resources that may be discovered during project implementation.
Cultural Resources	b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	Condition of Approval required to implement requirements stipulated by: General Plan Policy 7.E.2. Discovery of Resources. see Cultural Resources checklist item a) above. General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above.
Energy	a) and b)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and Paleontological Resources	a) through c) and e)	None. Applicable municipal codes and regulations provided in Table A-1.
Geology, Soils, Minerals Resources, and Paleontological Resources	d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating direct or indirect substantial risks to life or property?	Condition of Approval required to ensure evaluation and siting with regard to expansive soils in accordance with General Plan Policy 8.A.3. Expansive Soils: Evaluate and avoid siting of structures across soil materials of substantially different expansive properties. Require appropriate design specification including special slabs where foundations are in areas of expansive soils.
Geology, Soils, Minerals Resources, and Paleontological Resources	f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Condition of Approval required to ensure appropriate action in the case of discovery of paleontological resources, in accordance with General Plan Implementation Program 7.15: • Prior to the start of earthmoving activities that would disturb 1 acre of land or more within the Riverbank or Modesto Formations, the project applicant shall 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. • 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. • The project applicant shall 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.
Greenhouse Gas	a) and b)	General Plan Policy 2.C.2. Consistency with the Climate Action Plan. Ensure that new development is

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Emissions		consistent with the objectives and targets of the City's Climate Action Plan.
Hazards and Hazardous Materials	a) through g)	None. Applicable municipal codes and regulations provided in Table A-1.
Hydrology and Water Quality	a) through e)	None. Applicable municipal codes and regulations provided in Table A-1.
Land Use and Planning	a) and b)	None required.
Mineral Resources	a) and b)	None required.
Noise and Vibration	a)	None. Applicable municipal codes and regulations provided in Table A-1.
Noise and Vibration	b) Generation of excessive groundborne vibration or groundborne noise levels.	Condition of Approval required to ensure compliance with the performance standards to reduce short-term and long-term vibration, in accordance with General Plan Implementation Program 8.12: 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 and less than 80 VdB for adjacent vibration-sensitive uses and less than 0.2 peak particle velocity 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.
Noise and Vibration	c)	None required.
Population and Housing	a) and b)	None required.
Public Services	a)	None required.
Recreation	a) and b)	None required.
Transportation	a), c), and d)	None required.

Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
Transportation	b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	Condition of Approval required to ensure compliance with the performance standards to reduce vehicle miles travelled, in accordance with General Plan Policy 3.A.4. Reduce Vehicle Miles Traveled (VMT) : Require new development projects to achieve a 10 percent reduction in VMT per capita or VMT per service population compared to the General Plan 2035 VMT performance, or a 10 percent reduction compared to baseline conditions for similar land use when measuring transportation impacts for subsequent projects and making General Plan consistency findings.
Tribal Cultural Resources	a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geologically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listed in the California Register of Historical Resources, or in local register of historical resources as defined in Public Resources Code section 5020.1(k). ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	Condition of Approval required to implement requirements stipulated by General Plan Implementation Program 7.13; see Cultural Resources checklist item a) above. Compliance Measure Cultural 1; see Cultural Resources checklist item a) above.
Utilities	a) through e)	None required.
Wildfire	a)	None required.

Notes:

AMM	=	avoidance and minimization measures
CDFW	=	California Department of Fish and Wildlife
CEQA	=	California Environmental Quality Act
City	=	City of Woodland
Farmland	=	Prime Farmland, Unique Farmland, or Farmland of Statewide Importance
HCP	=	Habitat Conservation Plan
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
TAC	=	toxic air contaminant
USACE	=	U.S. Army Corps of Engineers
VdB	=	vibration decibels
VMT	=	Vehicle Miles Traveled
YSAQMD	=	Yolo-Solano Air quality Management District



Legend

Existing City Boundary

Proposed City Boundary

Northeast Annexation Area

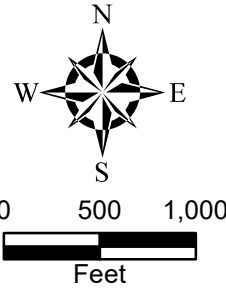
KEY NUMBER	APN	ACRES
1	027-210-007	147.90
2	027-350-001	157.00
3	027-350-051	37.71
4	027-370-034	113.20

Exhibit G - Northeast Annexation Area

City of Woodland
County of Yolo, California

MACKay & Somps
ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING
AND DIRECTING THE CITY TO ENTER INTO A SUBORDINATION AGREEMENT BY AND
AMONG THE CITY, CALIFORNIA COMPASS LOGISTICS CENTER, LLC AND ARENA
LIMITED SPV, LLC**

WHEREAS, in January, June and October 2021, the City of Woodland (“City”) received planning applications from four property owners representing a majority of land owners within the Northeast Annexation Area (“Annexation Area”), requesting annexation of approximately 616 acres into the City; and

WHEREAS, the Annexation Area is located outside but adjoining via property boundary or roadways with the current corporate boundary of the City; and

WHEREAS, the City adopted an extensive General Plan update in May 2017, including Land Use designations for all proposed Annexation Areas in anticipation of future annexation; and

WHEREAS, the proposed annexations will facilitate orderly development of consistent with General Plan goals and policies; and

WHEREAS, on November 7, 2023, the City Council conducted a duly noticed public hearing on the Annexation Area and related approvals, including Development Agreements with four individual property owners within the Annexation Area, including a Development Agreement with California Compass Logistics Center, LLC, where the public was able to participate and comment and on said date the public hearing was opened, held and closed;

WHEREAS, Arena Limited SPV, LLC holds a security interest in the Property owned by California Compass Logistics Center, and the parties desire to enter into a Subordination Agreement to make clear that Arena Limited SPV, LLC interest in the property is subordinate and subject to the Development Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Woodland hereby authorizes and directs the City Manager to enter into a Subordination Agreement by and among the City, California Compass Logistics Center, LLC and Arena Limited SPV, LLC in substantially the form attached hereto as **Exhibit A**.

The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Woodland at a regular meeting of the City Council held on the 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Subordination Agreement

EXHIBIT A
SUBORDINATION AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Clerk

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT, made this 7th day of November 2023, by CALIFORNIA COMPASS LOGISTICS CENTER, LLC, a Delaware limited liability company owner of the land hereinafter described ("Owner"), ARENA LIMITED SPV, LLC, a Delaware limited liability company ("Lender") and the City of Woodland, a California municipal corporation, ("City").

RECITALS

A. Owner did enter into and execute a DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND FIXTURE FILING to STEWART TITLE OF SACRAMENTS as Trustee, in favor of the Lender as Beneficiary, to secure the repayment of a loan to the Lender dated December 31, 2020, in the amount of \$29,125,000.00, which deed of trust was recorded on December 31, 2020 as instrument number 2020-0046640, as corrected by that certain Corrective Deed of Trust dated August 2, 2022, which Corrective Deed of Trust was recorded on August 4, 2022 as instrument number 2022-0018364 (collectively "Lender Deed of Trust") in the Official Records of Yolo County against that certain real property located in the Yolo County as described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Owner and City have entered into that certain Development Agreement [Northeast Industrial Area Annexation—California Compass Logistics Center, LLC dated as of _____ and approved by the City by Ordinance No. _____ (the "Development Agreement").

C. The Development Agreement grants the Owner certain development rights, and as a condition of receiving those development rights, Owner has committed to certain obligations to the City, including but not limited to making certain dedications of land, construction of public infrastructure and other public benefits.

D. It is a condition precedent to City entering into the Development Agreement that it shall unconditionally be and remain at all times a charge and obligation upon the Property, prior and superior to the lien or charge of the Lender Deed of Trust and shall survive foreclosure on the Lender Deed of Trust.

E. City is willing to enter into the Development Agreement provided that Lender will specifically

and unconditionally subordinate the lien or charge of Lender Deed of Trust to the terms and conditions of the Development Agreement; and

F. It is to the benefit of the parties hereto that Owner and City enter into the Development Agreement and thereby confer to Developer the development rights set forth in the Development Agreement; and Lender is willing that the Development Agreement shall, when recorded, constitute a charge and obligation upon the Property which is unconditionally prior and superior to the lien or charge of the Lender Deed of Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the City to enter into the Development Agreement, it is hereby declared, understood and agreed as follows:

1. That the Development Agreement shall unconditionally be and remain at all times a charge or obligation on the Property, prior and superior to the lien or charge of the Lender Deed of Trust.
2. That City would not enter into the Development Agreement without this subordination agreement.
3. That this subordination agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Lender Deed of Trust to the charge or obligation of the Development Agreement and shall supersede and cancel, but only insofar as would affect the priority between the Development Agreement and the Lender Deed of Trust, any prior agreement as to such subordination.
4. Lender declares, agrees and acknowledges that it consents to and approves all terms and conditions of the Development Agreement, and that such Development Agreement shall run with the Property and be binding on all successors in interest to the Property.
5. Lender intentionally and unconditionally subordinates the lien or charge of the Lender Deed of Trust to the Development Agreement and understands that in reliance upon, and in consideration of, this subordination, City is entering into the Development Agreement, which confers certain development rights to Owner for the benefit of the Property which would not be made or entered into but for said reliance upon this subordination.
6. City acknowledges and agreements that Lender is considered to be a Mortgagee (as defined in the Development Agreement) and that Lender is entitled to all protections and benefits of a Mortgagee as set forth in the Development Agreement

[Signatures on following page]

OWNER:

By:

[signature must be notarized]

LENDER:

By:

[signature must be notarized]

CITY:

CITY OF WOODLAND, a municipal corporation

By:

Ken Hiatt, City Manager
[signature must be notarized]

ATTEST:

By:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

By:

Ethan Walsh, City Attorney

Exhibit A

Legal Description

The land referred to herein is situated in the State of California, County of Yolo Unincorporated Area and described as follows:

All that portion of the fractional southwest quarter of Section 23, Township 10 North, Range 2 East, M.D.B. & M., more particularly described as follows:

Beginning at the northeast corner of said southwest quarter thence coincident with the Easterly boundary of said southwest quarter, South 00 degrees 52' 01' West 2403.22 feet to a point 30.00 feet north of the south boundary of said southwest quarter being also on the North boundary of Parcel 2 described in Book 277 OR 387; thence coincident with said north boundary which is parallel to and 30.00 feet northerly of the south boundary of said south west quarter North 89 degrees 16' 43' West 2616.22 feet to a point 25.00 feet easterly of and at right angles to the westerly boundary of said southwest quarter being also a point on the east boundary of a parcel described in Book 1 Road Deeds 47; thence coincident with said east boundary line North 01 degrees 05' 53" East 2410 feet to a point on the north boundary of said southwest quarter, thence coincident with said north boundary South 89 degrees 06' 39" East 2606.49 feet to the point of beginning.

APN: 027-210-007



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 7, 2023
ITEM #: K.14
SUBJECT: Parks and Recreation Facilities Naming

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving revisions to the policy for naming parks and recreation facilities in Woodland.

Staff Contact: Christine Engel, Community Services Director, christine.engel@cityofwoodland.org; (530) 661-2000

Fiscal Impact:

There are no fiscal impacts as a result of the policy revision.

Background:

The current policy for naming parks and recreation facilities in Woodland was approved in 1995. The policy identifies a process for naming public parks and recreation facilities in Woodland, including soliciting proposed names from the public. Recently it was identified that the policy should be broadened to include naming of other facilities not contemplated within the original policy.

Discussion:

As the community has grown with the addition of parks, greenbelts, and pathways, it has been identified that there should be a process to name these facilities. The current policy has been revised to expand the types of facilities that could fall under the Policy for Naming Parks and Recreation Facilities. The expanded list of facilities adds community and neighborhood parks, greenbelts, sports courts, and dedicated bike and pedestrian paths and bridges. It also adds "cultural significance " as a factor to be considered in name selection. The Parks & Recreation Commission approved the revisions to this policy at their October 23, 2023 meeting.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving revisions to the policy for naming parks and recreation facilities in Woodland.

Prepared by: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Parks and Recreation Facilities Naming Revisions 2023

2. Parks and Recreation Facility Naming Resolution

Policy for Naming Parks and Recreation Facilities in Woodland

Purpose & Overview

The purpose of this policy is to provide rules and guidelines for naming public parks, greenbelts, and recreation facilities in the City of Woodland. The naming of facilities is a very important process-decision and should be handled in a prescribed manner. The decision should be made by the City Council with input from Parks, Recreation and Community Services Department staff, Parks and Recreation Commission and the general public.

Need

It is the intent of the Parks and Recreation Commission to clarify the City's policy on the naming of public parks and facilities. The term "park" is used in this document to refer to an entire park, sections of a park, park areas and park facilities. This policy is intended to govern the naming of regional and community parks, neighborhood parks, greenbelts, play areas, golf courses, picnic areas, park buildings, bleachers, groves of individual trees, etc., located within the City. The term "Recreation facilities" is used in this document to refer to ballfields, sport courts, swimming pools, gymnasiums, community and fitness centers, dedicated bike and pedestrian paths and bridges, etc. For the purposes of this policy, these parks, recreation areas and facilities will be termed as "facility" which may be construed and/or operated by joint agreement with other governmental agencies, School District, non-profit organizations, and/or commercial business.

Policy

1. Facilities should be named at least thirty (30) days before the facility is ready for use.
2. The name of a facility, if possible, should have local topographic, community, cultural, or historical significance, or relate to an unusually significant feature of the facility generally recognized and known throughout the City.
3. A facility should be named after a living or deceased person who is or was a resident of the Woodland community if one of the following conditions apply:
 - A. The facility was acquired by means of:
 - 1) A substantial gift or donation from an individual.
 - 2) A substantial gift or donation from a family, corporation, or non profit organization.
 - 3) A substantial gift or donation which carries a stipulation for naming the facility, if acceptable to the Department, Commission and City Council.
 - B. The living person has made a substantial contribution in terms of volunteer services, providing a broad recreational or environmental benefit to the residents of the Woodland community.

- C. A facility may be named after a person, or group of individuals, whose life(s) or circumstance provides a compelling community-wide interest or sentiment.
- 4. A new site selected and acquired for a facility should be named as quickly as possible to avoid prolonged use of a temporary designation. The naming of a park or recreation facility should be a reflection of the cultural diversity of our community.
- 5. The Parks and Recreation Commission may ~~ask the Commission on Aging or the Child Care Commission to seek input from other City Commissions on the naming of~~ a facility if it is deemed within their scope of responsibility.

Procedures and Implementation

- 1. The following procedures for naming a facility shall be used:
 - A. Unless otherwise directed by City Council, Whenver possible, the ~~Parks, Recreation and~~ Community Services Department and Parks and Recreation Commission will solicit suggestions and recommend a name to the City Council during the planning stages, prior to facility construction and in compliance with the "thirty (30) day" rule (as stated in #1 under "Policy").
 - B. The Parks, Recreation and Community Services Department will solicit help from historical societies, or other groups having special knowledge, when considering a name to highlight an area's geographic, ~~or~~ historical, or cultural significance.
 - C. To stimulate public interest and obtain suggestions, a part of the selection process to name a facility may include various means to stimulate public involvement. The ~~Parks, Recreation and~~ Community Services Department will conduct the process and shall consider only suggestions which meet these policy guidelines. Once suggestions are collected, they will be forwarded to the facilities subcommittee of the Parks and Recreation Commission. The subcommittee, in conjunction with the ~~Parks, Recreation and~~ Community Services staff, will evaluate the proposed name and formulate a recommendation for the Commission's consideration. The Parks and Recreation Commission shall then take the Commission's recommendation ~~approved by the Commission~~ to the City Council for final approval consideration.
 - D. To avoid duplication and confusion, all proposed names for a facility must be cleared with, and checked against, a master list of facility names, to be kept current by the ~~Parks, Recreation and~~ Community Services Department. The master list may be obtained from the Department upon request.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
ADOPT A REVISED PARKS AND RECREATION FACILITIES NAMING POLICY**

WHEREAS, the City Council adopted a policy for naming parks and recreation facilities in 1995; and

WHEREAS, the policy outlined a process to solicit input from the public to name new parks and recreation facilities; and

WHEREAS, the community has grown substantially since 1995 and the types of parks and recreation facilities has changed as well; and

WHEREAS, the policy has been expanded to include community and neighborhood parks, greenbelts, sport courts, and dedicated bike and pedestrian paths and bridges as well as stating that the name could also have cultural significance; and

WHEREAS, the Parks & Recreation Commission adopted the revised policy on October 23, 2023.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Woodland hereby adopts a revised policy for naming parks and recreation facilities.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 7th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk