



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

November 21, 2023
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Sec. 54956.9(b) (one case)

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.gov. 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: Native American Heritage Month Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation recognizing the month of November as Native American Heritage Month.

5. SUBJECT: 2023 Small Business Saturday Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim Saturday, November 25, 2023 as "Small Business Saturday" in Woodland

6. SUBJECT: Naming of City Park in Prudler Subdivision as "Bopama Park"

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ approving the name of "Bopama Park" for the neighborhood park in the Prudler subdivision.

7. SUBJECT: Crawford Park Court Reconstruction Project - Approve Plans and Specifications and Authorize Bid Advertisement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the Crawford Park Court Reconstruction Project and authorize bid advertisement.

8. SUBJECT: Approval of Job Descriptions, Authorized Full-Time Equivalent Position Adjustments and Revised Salary Schedule

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Approving New and Amended Job Descriptions and Approving Changes to the Authorized Full Time Equivalent Positions for Fiscal Year 2023/24, and approve the revised salary schedule.

9. SUBJECT: Side Letter of Agreement - Woodland City Employees' Association

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Side Letter of Agreement to amend the Memorandum of Understanding with the Woodland City Employees' Association.

10. SUBJECT: Fiscal Year 2023/24 First Quarter Budget Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the status of the City's budget through September 30, 2023, as well as preliminary results for fiscal year 2022/23.

11. SUBJECT: Authorization of Additional Purchase Authority for Magnesium Hydroxide for the Water Pollution Control Facility

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to increase the Water Pollution Control Facility's purchase of magnesium hydroxide from Hill Brothers Chemical Company by \$60,000 to a total of \$314,000 for fiscal year 2023/24.

12. SUBJECT: CityWorks License Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into a five year agreement for the purchase of CityWorks software licenses in the amount of \$377,018.88.

13. SUBJECT: City Annexation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a second reading and adopt the following ordinances:

1. Ordinance No. _____, 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. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and California Compass Logistics Center, LLC
3. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Knaggs Commercial Properties Company, L.P.
4. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Kilkenny-Marks Investors, LLC
5. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC

14. SUBJECT: California Compass Logistics Center, LLC, Land Dedication Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Approving the Land Dedication Agreement by and between the City of Woodland and California Compass Logistics Center, LLC .

J. PUBLIC HEARINGS

15. SUBJECT: Fee for use of City-Owned Electric Vehicle Chargers

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

hold a public hearing and adopt Resolution No. _____, setting fees for use of City-owned Electric Vehicle Chargers.

K. REPORTS OF THE CITY MANAGER

16. SUBJECT: Rotation of Mayor and Mayor Pro Tempore

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the following year, effective at the first meeting in December 2023.

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 21, 2023 was posted on Friday, November 17, 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 21, 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 21, 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", is written over the printed name and title.

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED CITY COUNCIL LONG RANGE CALENDAR

December 5TH

REGULAR MEETING

Consent Calendar

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

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

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

Contract Amendment for Construction Mgmt/Inspection Services - Staybridge Suites Public Improvements

Contract Amendment for Construction Mgmt/Inspection Services - Sprouts Marketplace Public Improvements

Waste Management Annual Rate Adjustment

Regular Calendar

Fire Department Strategic Plan

December 19TH

REGULAR MEETING

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

Accept CIP 20-06 YBWL Culvert Replacement Project as complete

Measure F, J and R Annual Reports

AB 1600 Annual Report

City Council Meeting Schedule for 2024

City Council Committees Assignments for 2024

Update on Feedback Received on Comprehensive Zoning

CITY HALL HOLIDAY CLOSURE – December 25, 2023 thru January 1, 2024

Future Topics / Study Sessions:

Public Safety Midyear Reports - (January)

Sports Park User Agreements - (January)

updated 11/17/2023



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.4
SUBJECT: Native American Heritage Month Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation recognizing the month of November as Native American Heritage Month.

The Woodland City Council is being asked by the Yocha Dehe Wintun Nation, to consider a proclamation recognizing and observing Native American Heritage Month in November by encouraging its public institutions and organizations to recognize Native American Heritage Month.

By acknowledging Native American Heritage Month, the City of Woodland will commit itself to promoting the health, safety, and well-being of Woodland's indigenous and Native American populations.



Ken Hiatt
City Manager

Attachments:

1. Native American Heritage Month Proclamation

Woodland

PROCLAMATION RECOGNIZING THE MONTH OF NOVEMBER AS “NATIVE AMERICAN HERITAGE MONTH”

WHEREAS, “Native American Heritage Month” has been established at the national and state levels with proclamations and celebrations to recognize the diverse cultures, traditions, histories, significant contributions and present day lives of Native Americans;

WHEREAS, the City of Woodland established in 1871, within an area of California that represented the un-ceded territory of indigenous people known as the Patwin or Southern Wintun;

WHEREAS, the earliest historic written records of the Patwin (which literally means “people” in the native tribal language) begin with the Spanish mission explorations and registers, and ethno-historic records show the Patwin inhabited land from the hills of the eastern North Coast Ranges to the Sacramento River, and from Princeton south to the San Pablo and Suisun bays;

WHEREAS, like most indigenous people throughout the United States, the Patwin people were forced from their ancestral lands onto rancherias during the early 1900s, where they currently reside, as citizens of three sovereign, federally-recognized tribal governments, today known as the Yocha Dehe Wintun Nation, Kletsel Dehe Band of Wintun Indians, and Cachil Dehe Band of Wintun Indians;

WHEREAS, the City of Woodland is to be acknowledged as historical Patwin territory, out of respect for the Patwin people as the original stewards of the land upon which this (City/County/School Board) has thrived;

WHEREAS, the City of Woodland has a meaningful government-to-government relationship with the Yocha Dehe Wintun Nation and works in partnership to address the needs of the community and improve the lives of people who live within their respective jurisdictions today;

WHEREAS, Native people have made and continue to make distinct and significant contributions in many fields, including academic scholarship, agriculture, astronomy, art, business, education, ecology, engineering, environmentalism, economics, forestry, government, language, leadership, literature, mathematics, medicine, military, music, politics, poetry, science, and traditional cultural practices;

WHEREAS, the designation of Native American Heritage Month will encourage educational institutions and departments in the City of Woodland to enhance their understanding of Native Americans by providing accurate curriculum, focusing on the local Patwin tribes, as well as the historical and contemporary achievements and contributions of Native Americans;

WHEREAS, the City of Woodland discourages any and all forms of racial slurs, names, or imagery that depict indigenous people as mascots or logos in educational institutions, sports teams, or any other organization within this City/County;

WHEREAS, the City of Woodland will encourage its citizens to acknowledge and celebrate November as Native American Heritage Month every year to foster education, relationships, and cooperation with Native people while also supporting social and economic opportunities for them within the City of Woodland.

NOW, THEREFORE, we, the Councilmembers on behalf of the citizens of Woodland hereby proclaim November as Native American Heritage Month in the city of Woodland. In doing so, the City of Woodland will recognize and observe Native American Heritage Month in November by encouraging its public institutions and organizations to publicly celebrate Native American Heritage Month. Additionally, the City of Woodland will commit itself to promote the health, safety, and well-being of Woodland’s indigenous and Native American populations year-round as demonstrated by acknowledging Native American Heritage Month.

DATED: November 21, 2023

Vicky Fernandez, Mayor

Tania Garcia-Cadena, Mayor Pro Tempore

Rich Lansburgh, Council Member

Tom Stallard, Council Member

Mayra Vega, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.5
SUBJECT: 2023 Small Business Saturday Proclamation

Recommendation for Action: Staff recommends that the City Council proclaim Saturday, November 25, 2023 as "Small Business Saturday" in Woodland

Staff Contact:

Spencer Bowen, Communication & Strategic Policies Manager | 530.661.5808 | spencer.bowen@cityofwoodland.org

Background:

Woodland's small businesses build community pride and contribute to the local economy. Previous City Councils have declared the Saturday following Thanksgiving as "Small Business Saturday" as part of a nationwide campaign to "shop small and eat local." This year presents another opportunity to recognize and support our local businesses.

Discussion:

The City of Woodland is particularly well-positioned to recognize our small businesses because they represent such an important part of our community. For instance:

- More than 80% of Woodland businesses have ten or fewer employees
- More than 60% of Woodland businesses have five or fewer employees
- Many of Woodland's restaurants are independently-owned small businesses and feature diverse cuisines representing nearly fifteen countries.

Conclusion:

Staff recommends that the City Council proclaim Saturday, November 25, 2023 as "Small Business Saturday" in Woodland

Prepared by: Spencer Bowen, Communication & Strategic Policies Manager
Amanda Portier, Marketing and Business Relations Specialist

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

Ken Hiatt
City Manager

Attachments:

1. 2023 Shop Small Saturday Proclamation COW



**PROCLAIMING SATURDAY, NOVEMBER 25, 2023
AS SMALL BUSINESS SATURDAY**

Whereas, the City of Woodland celebrates our small businesses and the contributions they make to our local economy and community; and

Whereas, small businesses generated over 12 million net new jobs over the past 25 years, accounting for two out of every three jobs added to the economy; and

Whereas, over 80% of Woodland businesses have 10 or fewer employees; and

Whereas, the idea behind Small Business Saturday is to inspire consumers to patronize local enterprises during the highly profitable pre-holiday shopping season; and

Whereas, the City of Woodland supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Woodland does hereby proclaim November 25, 2023, as Small Business Saturday and urge the residents of our community to celebrate and support small businesses and all they do for their communities and urge the residents of Woodland to support small businesses and merchants on Small Business Saturday and throughout the year.

DATED: November 21, 2023

Vicky Fernandez, Mayor

Tania Garcia Cadena, Mayor Pro Tempore

Rich Lansburgh, Council Member

Tom Stallard, Council Member

Mayra Vega, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.6
SUBJECT: Naming of City Park in Prudler Subdivision as "Bopama Park"

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the name of "Bopama Park" for the new neighborhood park in the Prudler subdivision.

Staff Contact:

Christine Engel, Community Services Director, (530) 661-2000, christine.engel@cityofwoodland.gov

Fiscal Impact:

Approval of the name for the new park in the Prudler Subdivision will not result in a fiscal impact. The cost of creating and installing a new park sign is the responsibility of the developer.

Background:

On March 1, 2022, the City Council approved a final map for the Prudler Phase 1 and Prudler Phase 2 development, which includes a 1.46 acre park site. This development is located north of the Community Center, east of East Street. The 1.46 acre park site is being developed by Lennar Homes. The park will include a play area with a playground for 2-12 year olds, a shade structure with picnic tables, and grass for open play.

New parks are generally named in Woodland through a public input process involving the Parks and Recreation Commission and then ultimately approval by the City Council. Between April 1 and May 1, 2023, the Parks and Recreation Commission solicited nominations for the naming of this park. During the public input process, 53 names for the park were submitted (three of which recommended a Patwin name). The facilities committee of the Parks and Recreation Commission considered these names and recommended that a Patwin name be used for the new park.

Discussion:

On July 18, 2023, the City Council authorized the City Manager to send a letter to Yocha Dehe Wintun Nation to request a Patwin name for the new park. A letter was sent to the Tribal Chairman formally requesting consideration by the Yocha Dehe Wintun Nation to name the new park to reflect the history of the Patwin Tribe. Yocha Dehe Wintun Nation recently notified the City of the following name selected for the new park "Bopama Park" (pronounced Bo-pa-mah) - meaning "Care". Staff will work with the project developer to create a sign with this name for the park that will be accompanied by an informational sign to recognize the significance of the Patwin Tribe in the region.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the name of "Bopama Park" for the new neighborhood park in the Prudler subdivision.



Ken Hiatt
City Manager

Attachments:

1. Bopama Park Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE NAME OF BOPAMA PARK FOR THE NEW NEIGHBORHOOD
PARK IN THE PRUDLER SUBDIVISION**

WHEREAS, the City Council approved a final map for the Prudler Phase 1 and Prudler Phase 2 development on March 1, 2022; and

WHEREAS, the development includes a 1.46-acre park site with a playground, shade structure, picnic tables, and grass area for open play; and

WHEREAS, the Parks and Recreation Commission solicited names from the public to name the park; and

WHEREAS, of the 53 names received a recommendation was made to name the park to recognize and honor the Patwin Tribe; and

WHEREAS, upon a request to the Yocha Dehe Wintun Nation, the name “Bopama Park” was suggested (meaning “care”) for the new name of the park in the Prudler Subdivision

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Woodland adopt Resolution No _____ naming the new park “Bopama Park”.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st 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 21, 2023
ITEM #: I.7
SUBJECT: Crawford Park Court Reconstruction Project -
Approve Plans and Specifications and Authorize Bid
Advertisement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the Crawford Park Court Reconstruction Project and authorize bid advertisement.

Staff Contact:

Christine Engel, Community Services Director, (530) 661-2000, christine.engel@cityofwoodland.org

Fiscal Impact:

On March 12, 2023, the City Council adopted Resolution 8051 authorizing amendments to the Fiscal Year 2022/2023 Budget. The amended budget allocated \$600,000 of Measure F funds to reconstruct the tennis courts at Crawford Park to convert them to pickleball courts.

Background:

Pickleball has been the fastest growing sport in the United States for the last five consecutive years. The number of people playing pickleball grew by 159% over three years to 8.9 million in 2022, according to the Sports and Fitness Industry Association. Several years ago, the Community Center became a location for indoor pickleball play. Additionally, pickleball lines have been added to the tennis courts at Beamer Park (6 courts) and Crawford Park (6 courts). Pickleball lines are also included on the new tennis courts at Rick Gonzales Senior Park (4 courts). Dual-use courts (tennis and pickleball) create some challenges in that those that are playing pickleball have to bring their own nets (a pickleball court is created on either side of the tennis net). Therefore, those that do not have access to nets are not able to play the official game. With the conversion of the Crawford Park Tennis Courts to pickleball only courts, residents will still be able to play tennis at City Park, Woodside Park, Beamer Park, and Rick Gonzales Senior Park.

In Woodland, there is a non-profit organization, the Woodland Area Pickleball Association, that organizes many of the pickleball players in the community. They provide lessons and clinics, and even provide pickleball lessons for the participants of the City's After-School Teen Pack at Douglass Middle School. They have over 140 members.

It is important to note that the staff are currently working with the Woodland Tennis Club on updating plans to construct a tennis complex at the Community & Senior Center. Staff is awaiting a proposal from the Woodland Tennis Club with updated information on the proposed complex (such as removing the planned pickleball courts as a result of the improvements at Crawford Park). These conversations are part of discussions to extend agreements with the various recreational user groups that are working to bring new facilities identified within the Sports Park Master Plan, including the tennis complex, a skate park, softball fields, and youth soccer fields.

Discussion:

The tennis courts at Crawford Park were constructed in the late 1970's. The courts have several cracks throughout the playing surface that can no longer be repaired. Because of the age and

condition of the courts, reconstruction is needed (as opposed to resurfacing). Staff worked with Callander Associates on the design of the new courts, which will include 6 dedicated pickleball courts (including the removal of two lightposts which cause a hazard to players). Staff and Callander Associates also involved the Woodland Area Pickleball Association in the process of designing the courts.

The current scope for the project is to reconstruct the courts, install posts for permanent pickleball nets, install 4-foot fencing to divide each of the courts, and to replace the existing fencing with new fence (including moving an entry gate). An add alternate in the project will be to include gates to close off the gap in fencing in between courts (instead of having an opening in each area where a ball could travel through, there would be individual gates).

Upon Council authorization, project bids will be solicited and staff anticipates returning to Council for a contract award after review of bid results. Court reconstruction is anticipated to occur in Spring 2024.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the project plans and specifications for the Crawford Park Court Reconstruction Project and authorize bid advertisement.



Ken Hiatt
City Manager

Attachments:

1. Crawford Park Court Reconstruction Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS FOR THE CRAWFORD PARK
COURT RECONSTRUCTION PROJECT AND AUTHORIZING BID
ADVERTISEMENT**

WHEREAS, pickleball is the fastest growing sport in the United States for the last five consecutive years; and

WHEREAS, there are no pickleball exclusive courts in Woodland and outdoor play requires that participants bring their own nets; and

WHEREAS, the Woodland Area Pickleball Association continues to grow with currently over 140 members; and

WHEREAS, the City Council approved funding to reconstruct the tennis courts at Crawford Park to create pickleball exclusive courts; and

WHEREAS, the reconstruction of tennis courts at Crawford Park has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is considered exempt under the Existing Facilities exemption, CEQA Guideline 15301(c).

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Woodland as follows:

Section 1. The City Council hereby approves the plans and specifications for the Crawford Park Court Reconstruction Project, which are available on file with the City Clerk.

Section 2. The City Council authorizes City staff to advertise the Crawford Park Court Reconstruction Project for bids, with construction anticipated in Spring 2024.

Section 3. The City Council finds that the Project is exempt from CEQA pursuant to CEQA Guideline 15301(c).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st 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 21, 2023
ITEM #: I.8
SUBJECT: Approval of Job Descriptions, Authorized Full-Time Equivalent Position Adjustments and Revised Salary Schedule

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Approving New and Amended Job Descriptions and Approving Changes to the Authorized Full Time Equivalent Positions for Fiscal Year 2023/24, and approve the revised salary schedule.

Staff Contact:

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

Fiscal Impact:

Any budgetary differences resulting from the changes in authorized positions and/or updated job descriptions will be absorbed within the current appropriations approved with the fiscal year 2023/24 budget.

Discussion:

To assist with evolving organizational needs as well as staffing resource challenges, staff is proposing changes to several job descriptions and changes in authorized full-time equivalent (FTE) positions. The following is a brief discussion of the items proposed herein.

Library

At the request of the Library Services Director, the job descriptions for the Librarian I/II/III positions were reviewed and compared to actual job duties for current employees. Based on this review, staff determined it is appropriate to modify the job descriptions; this modification is proposed through creation of a new job description for Library Program Manager I/II to replace the current job descriptions for the Librarian I/II/III classifications. The new job description better reflects the duties and responsibilities of the library staff and achieves the organizational structure the Director believes is most effective and efficient for the department. Incumbents in the Librarian positions will be placed in the new jobs at a salary that most closely reflects their current pay, without being less.

The Mid-Management Professional Association (MMPA) has reviewed and approved the job descriptions.

Police

The Woodland Police Mid-Management Association (PMMA) and the Chief of Police met and discussed revisions to the job description for the currently vacant Deputy Police Chief position. Specifically, the experience requirement was reviewed and proposed modifications now state the following:

Six years of progressively responsible supervisory law enforcement experience. "Supervisory law enforcement experience" is defined as a position occupied by an officer who, in the upward chain of command, directly supervises employees of law enforcement agencies and, most commonly, is the rank of Sergeant or Lieutenant.

This change broadens the pool of candidates for recruitment. It also positions the Department to be

competitive in comparison to the other law enforcement agencies in Yolo County.

Public Works

The latest water rate study included a provision for the City to take over the responsibility for testing anti-backflow devices. An anti-backflow device protects the water quality within a distribution system by limiting the flow to one direction only. Without a device, water can flow into the distribution system from a service if there is a pressure differential.

Currently, there are about 1,500 connections in the City's distribution system that require this protection for a variety of reasons. Articles 1 and 2 of Title 17 of the California Code of Regulations address backflow devices for public water systems. When a backflow is required, it is the City's responsibility to make sure that the device is tested annually. Historically, Woodland customers coordinated and paid for this testing, but this will now be done by City staff. Although staff will complete the required testing, it is important to note that anti-backflow devices will remain the property of the customer, and a failed test results in the owner having to repair or replace their device at their own expense, and then retest the device and submit proof of compliance.

City staff will begin this testing program on January 1, 2024. A new staff position within the water division was anticipated and is needed so that the testing can begin immediately and all devices receive testing. This work will be done by the classification of Utility Maintenance Worker III/IV, and the attached Resolution will approve the addition of this FTE to the fiscal year 2023/24 authorized position listing.

Community Development

Due to planned retirements, the Community Development Department is proposing changes to the authorized FTE listing to better align staffing needs with the approved positions. To better meet the needs of the department, staff is proposing to authorize filling the Deputy Director of Community Development (a contract position, not represented by any employee bargaining unit), authorize filling a Junior Planner position, and remove authorization for a Principal Planner. These positions have existing job descriptions that do not require modification, and the salary schedule has been updated to appropriately adjust the range of pay for the Deputy position.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, Approving New and Amended Job Descriptions and Approving Changes to the Authorized Full Time Equivalent Positions for Fiscal Year 2023/24, and approve the revised salary schedule.

Prepared by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Reso - Authorized FTE Changes - Library, PW, CDD

2. Library Program Manager I-II Job Description
3. Deputy Police Chief Job Description - Rev 2023
4. Salary Schedule - 12.01.2023

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING NEW AND AMENDED JOB DESCRIPTIONS AND APPROVING
CHANGES TO AUTHORIZED FULL TIME EQUIVALENT POSITIONS FOR FISCAL
YEAR 2023/24**

WHEREAS, the fiscal year 2023/24 budget for the City of Woodland was approved and adopted by City Council on June 20, 2023; and

WHEREAS, the approved budget included Council authorization of detailed Full-Time Equivalent positions, by classification; and

WHEREAS, due to business needs and to more accurately reflect work being performed in certain job classifications, staff has identified a need to revise and/or create new job descriptions for positions within the Library and Police Department; and

WHEREAS, due to implementation of new programs and planned staff retirements, staff has identified a need to recommend changes to the authorized list of positions for the Community Development and Public Works departments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY
RESOLVES:**

Section 1. The authorized Full-time Equivalent listing is modified to include the following:

- Library Program Manager I replaces Librarian I/II
- Library Program Manager II replaces Librarian III
- Addition of one (1) Utility Maintenance Worker III/IV position
- Authorization of the Deputy Director of Community Development
- Junior Planner replaces Principal Planner

Section 2. The job description for the Deputy Police Chief is approved as amended.

Section 3. The job description for the Library Program Manager I/II is approved and adopted.

Section 4. The salary schedule is approved to reflect updated job descriptions and all salary adjustments.

PASSED AND ADOPTED by the City Council this 21st day of November 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO: _____

Vicky Fernandez, Mayor

ATTEST:

_____,
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

Ethan Walsh, City Attorney

LIBRARY PROGRAM MANAGER I/II

DEFINITION

To plan, organize and manage all activities and programs for a specified division of library operations or services, to include the supervision, coordination, promotion and evaluation of division program.

DISTINGUISHING CHARACTERISTICS

The Library Program Manager oversees all aspects of a division of library operations. This includes supervision and scheduling of staff and volunteers; grant and report writing; partnership development and maintenance; outreach and marketing, and design, development and implementation of all division related programming. In addition, the Library Program Manager, under direction of the Library Services Director, advises the Library Board of Trustees on various subjects, drafts an annual program budget for Library Services Director consideration and action, prepares monthly and/or annual plans for regular and special programs, acquires library materials, and implements policy set by the Board of Trustees.

Library Program Manager I: This is the entry level class in the professional library series. Assignments are generally limited in scope and within the design and procedural framework established by the Library Services Director. However, as experience is acquired, the employee performs with increasing independence.

Library Program Manager II: This is the journey level class in the professional library series. Positions in this class are flexibly staffed and are normally filled by advancement from the lower class of Librarian Program Manager I, or when filled from the outside, require prior professional library work experience. Appointment to the higher class requires that the employee be performing substantially the full range of duties for the class and meet the qualification standards for the class. Work in this class is distinguished from that of a Library Program Manager I by greater complexity of the assignments received and by greater independence with which an incumbent is expected to operate.

SUPERVISION RECEIVED AND EXERCISED

Works under the direction of the Director of Library Services.

Directly supervises Library Technical Assistants I/II, Library Pages, and volunteers as assigned.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class, not an all-inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

- Develops and interprets division policies.
- Coordinates program planning and service delivery for the division.
- Develops and conducts programs which reflect the guiding principles of the Library and public librarianship.

- Develops and monitors collection development plan for division collection. Supervises the collection development activities of other staff. Responsible for appearance and order of division collection.
- Supervises cataloging, classification, and processing of all library materials using ALA and LC principles and practices.
- Provides relevant training to professional staff, library technical assistants, pages, and volunteers.
- Supervises and participates in the evaluation and hiring of all division staff.
- Participates in near-term and long-range planning for the division, including budget forecasting. Coordinates staff review of programs, services and policies for evaluation and improvement.
- Researches and identifies future grant opportunities that align with the Library's needs and goals, implements all stages of grant process from conception and writing to implementation, reporting, and evaluation.
- Coordinates program planning with school Librarians to ensure complementary services to students.
- Provides leadership in working relationships and communication, ensuring high productivity and quality public service; with other community agencies and city departments.
- Prepares materials to publicize the services and resources of the division.
- Evaluates the various programs to ensure success with the Community, and adjust the programs as needed.
- Prepares regular reports for the Library Services Director.
- Maintains awareness of trends in library services and of issues affecting services to a specific population. Attends meetings and participates in professional library organizations.
- Regular, predictable, consistent and timely attendance is an essential function of the position.
- Performs duties in other library divisions and participates in library special projects as needed.
- Supervises the entire library, including personnel and facilities, in the absence of the Library Services Director.

SKILLS, KNOWLEDGE, AND ABILITIES

- An occupationally significant combination of understanding of modern library objectives, knowledge of library materials and equipment, initiative, good judgment, accuracy, and flexibility.
- General knowledge of literature and materials.
- Specific knowledge of literature and materials relevant to specified division.
- Demonstrated ability to plan, implement, and evaluate library programming.
- Demonstrated ability to communicate effectively orally and in writing.
- Ability to apply principles of library science to solve practical problems in situations where only limited standardization exists.
- Knowledge of the principles of library administration, including collection development, planning, coordination, program management and budgeting.
- Knowledge of supervisory methods, including work delegation, scheduling, evaluating performance and maintaining morale.
- Ability to prepare and deliver brief, concise and attractive reports of library services and facilities both orally and in writing.

- A working knowledge of computer applications for library services.
- Ability to work effectively with library staff and library patrons.
- This position is also invested with making professional-level library technical decisions. The work requires that the employee have considerable knowledge, skill and ability in every phase of the public library field.
- Ability to meet the physical requirements necessary to safely and effectively perform the assigned duties

MINIMUM EDUCATION AND EXPERIENCE:

Library Program Manager I

Education:

Possession of a Master of Library Sciences Degree from an accredited college or university.

Experience:

One (1) year experience supervising staff and/or developing/managing programs.

Library Program Manager II

In addition to the qualifications for Library Program Manager I

Experience:

A minimum of four (4) years' responsible experience in a professional librarian capacity, including one (1) year in a supervisory capacity and one (1) year of managing programs.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 25 pounds of force occasionally.

Other Requirements

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

DEPUTY POLICE CHIEF

DEFINITION

Under executive direction, the Deputy Police Chief assists in performing administrative duties in planning, organizing, and directing the activities of the Police Department, Administrative Services, Operations, or Investigations; develops and implements goals and objectives, and evaluates programs and activities to ensure compliance; designs and implements crime prevention and other key programs.

DISTINGUISHING CHARACTERISTICS

This is a management-level classification populated with multiple incumbents. The Deputy Police Chief assists in the management of the Police Department and is responsible for the effective administration of the Bureaus consisting of professional police and technical staff personnel, both sworn and non-sworn, engaged in law enforcement work. Deputy Police Chief is distinguished from the next lower classification of Police Lieutenant, in that the Deputy Police Chief is responsible for the overall administration of the Police Department whereas the Police Lieutenant is responsible for the administration of a bureau or a division with the department.

SUPERVISION RECEIVED AND EXERCISED

Executive direction is provided by the Police Chief. Responsibilities include direct supervision of sworn and non-sworn personnel including Police Bureau Managers and Administrative Analysts.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to, the following:

- Provides executive leadership to and assumes administrative control of all persons employed within the Police Department; directs the preparation of a variety of records and reports relating to department activities; reviews and evaluates reports submitted by subordinate personnel; acts as a representative for the Police Department at meetings, conferences, and other public functions; identifies and resolves difficult public and human relations problems; in the absence of the Police Chief, assumes an Acting role.
- Assists in developing and implementing departmental goals, objectives, policies, and procedures for the Police Department; assists in developing the departmental budget and provides administrative guidance for the control of budget expenditures; reviews and directs the department's fiscal, equipment, and human resources.

- Evaluates and modifies, as required, programs, activities, policies, procedures, rules, orders, and regulations to ensure compliance with the City's and department's mission, goals, and objectives and general law; designs, coordinates, and implements community organization and mobilization efforts to achieve the department's mission, goals, and objectives.
- Develops and implements contemporary technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety.
- Assists in the evaluation process of potential candidates for the ranks of officer, sergeant, and lieutenant; interviews candidates and makes recommendations to Police Chief; directs and evaluates the work of sworn and non-sworn subordinates; reviews investigations of officer and/or staff misconduct within the office and divisions assigned and recommends disciplinary action to the Police Chief.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to accomplish the tasks of the position.
- Performs other or related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Contemporary principles, practices, and techniques of Police Administration, organization, and operations, including fiscal and human resources management.
- Federal, State, and local laws, ordinances, and regulations affecting the activities of the department.
- Criminal law, with particular reference to community-based policing, the apprehension, arrest, and prosecution of persons committing misdemeanors and felonies, and of the laws of arrest, search and seizure, and rules of evidence.
- Contemporary technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety.
- Principles of organization, administration, supervision, and personnel development.
- Contemporary technology and its application in law enforcement, including various types of firearms, communication devices/systems, information systems, and vehicles.

Ability to:

- Analyze sensitive and complex law enforcement problems and adopt quick, effective, and reasonable course(s) of action.
- Develop, implement, and monitor budgets for an office and/or divisions assigned.
- Plan, organize, direct, monitor, and evaluate the work of the office and/or division sworn and non-sworn staff.
- Prepare clear, concise, comprehensive reports and speak effectively before department staff, civic organizations, commissions, elected officials, and the general public.

- Develop and implement activities for an office and/or division assigned, including budget implementation and monitoring, and evaluating staff, technological, and material needs.
- Develop and implement contemporary technical and administrative methods of crime prevention, juvenile delinquency control, law enforcement, and related functions, including investigation and identification, patrol, traffic control, and safety.
- Design and implement community organization and mobilization efforts that facilitate achievement of the department's mission, goals, and objectives.
- Identify and resolve difficult public and human relations problems.
- Establish and maintain cooperative and effective working relationships with the public, governmental officials, city departments, employees, and representatives of the press, television, and radio media.
- Speak effectively before department staff, civic organizations, commissions, elected officials, and the general public

Skill in:

- Use of computers, related computer applications and software.
- Driving a vehicle under hazardous conditions.
- The use of ancillary police weaponry and weaponless defense.
- The use of first-aid, including Cardiopulmonary Resuscitation techniques
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Possession of a Bachelor's Degree from an accredited college or university with major course work in Criminal Justice, Public Administration, Business Administration, Political Science or a closely related field; a Master's Degree is desirable.

Completion of Command College, FBI National Academy, or comparable law enforcement executive training is desired.

Bilingual: Knowledge of a second language is beneficial.

Experience:

Six years of progressively responsible supervisory law enforcement experience. "Supervisory law enforcement experience" is defined as a position occupied by an officer who, in the upward chain of command, directly supervises employees of law enforcement agencies and most commonly is the rank of Sergeant or Lieutenant.

License or Certificate:

Must maintain a valid CA POST certificate. Possession of a POST Management Certificate is desirable.

SPECIAL QUALIFICATIONS

Age

Must be at least 21 years of age by the date of appointment.

Citizenship

Must be a citizen of the United States by the date of appointment.

Driver License

Possession of a valid California Class C Driver license at the time of appointment. Loss of the license is cause for discipline.

Certification

Must obtain appropriate POST Certificate within POST designated timeframes.

Respiratory Protective Equipment

Work in this class requires wearing respiratory protective equipment at times. When assigned to such work, facial hair must be shaven when it interferes with the safe fitting of respiratory protective equipment.

Felony Convictions

Free of felony convictions under California Government Code Section 1029.

Probationary Period

Employees must complete twelve (12) months of probation at the satisfactory performance level prior to gaining permanent status.

Candidates not employed by the Woodland Police Department must pass the following:

Background

Must pass a background investigation, which includes a criminal history check for job-related convictions, fingerprinting, polygraph test, credit check, and drug use history.

Medical/Drug Test/Psychological Test

Must pass a medical examination, drug test, and psychological test.

ADA Compliance

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking for extended time periods, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions. May require long periods of sitting, when in patrol car or class room setting

Heavy Work: Exerting in excess of 50 pounds of force occasionally, and/or in excess of 30 pounds of force constantly to move objects.

Physical Agility: Must be agile and have the ability to chase on foot suspects, climb walls/fences/stairs, while carrying standard safety gear.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.

Council Action: 11/21/2023

CITY OF WOODLAND - SALARY SCHEDULE
Effective December 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		\$10,671.53				\$13,681.99			
Deputy Director of Public Works Utilities	Contract		\$10,671.53				\$13,681.99			
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		
Library Program Manager I	122	MM	\$6,371.10	\$6,689.65	\$7,024.15	\$7,375.34	\$7,744.12	\$8,131.33		
Library Program Manager II	125	MM	\$6,860.97	\$7,204.04	\$7,564.23	\$7,942.44	\$8,339.56	\$8,756.54		
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		\$61.57				\$78.94		
Deputy Director of Public Works Utilities	Contract		\$61.57				\$78.94		
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	
Library Program Manager I	122	MM	\$36.76	\$38.59	\$40.52	\$42.55	\$44.68	\$46.91	
Library Program Manager I	125	MM	\$39.58	\$41.56	\$43.64	\$45.82	\$48.11	\$50.52	
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 21, 2023					



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.9
SUBJECT: Side Letter of Agreement - Woodland City Employees' Association

Recommendation for Action: Staff recommends that the City Council approve the Side Letter of Agreement to amend the Memorandum of Understanding with the Woodland City Employees' Association.

Staff Contact:

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

Fiscal Impact:

The proposed changes in the Side Letter are applicable to only a few positions within the City. Any additional costs for employees that qualify for the certificate pay can be absorbed in the budget approved for fiscal year 2023/24.

Background:

The City and the Woodland City Employees' Association (WCEA) completed negotiations on the current Memorandum of Understanding (MOU) in June 2023. The approved MOU includes a list of various certifications that certain represented positions can achieve to earn additional pay. There are two certifications that require correction.

Discussion:

The WCEA MOU covers 132 full-time positions in more than 95 classifications throughout the City. In March 2023, the City and WCEA agreed upon and implemented a certification pay program for 29 classifications within the WCEA MOU. Following approval of these certifications, it was determined that two of the items included on the eligible certification list require correction.

The MOU currently allows for the Water System Operator positions to earn certificate pay for obtaining certifications as Water Treatment Operators. However, due to the size of the City's Water Treatment Plant and water distribution system, these certifications are not available to Woodland staff. Instead, the certificates should be for Water Distribution Operators. The Side Letter makes this modification.

All other terms of the MOU remain unchanged.

Conclusion:

Staff recommends that the City Council approve the Side Letter of Agreement to amend the Memorandum of Understanding with the Woodland City Employees' Association.

Prepared by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. WCEA Side Letter of Agreement - Cert Pay November 2023



MEMORANDUM

DATE: November 21, 2023

TO: Timm David, Woodland City Employees' Association

FROM: Ken Hiatt, City Manager

SUBJECT: Memorandum of Understanding (MOU) Side Letter of Agreement

This side letter of agreement serves to memorialize the agreement, post labor negotiations, between the City of Woodland and the Woodland City Employees' Association (WCEA). The following modifications shall be made to the Memorandum of Understanding between the City and WCEA covering the period from July 1, 2023 to June 30, 2026.

Exhibit C Certification Pay

Exhibit C is hereby modified to correct two (2) certification pays, shown as follows:

**Exhibit C
Certificate Pays**

Job Classification	Certification	%
Water Systems Operator I	Water Treatment Distribution Operator Grade II	2.00%
Water Systems Operator II	Water Treatment Distribution Operator Grade III	2.00%

Resolution 8109, adopting the MOU between the City and the WCEA is hereby modified as reflected in the correction listed above. All other provisions of the MOU remain unchanged, unless the parties mutually agree to reopen negotiations.

AGREED TO THIS DATE: _____

FOR THE CITY OF WOODLAND

FOR the Woodland City Employees'
Association

Ken Hiatt
City Manager

Timm David
Woodland City Employees' Association



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.10
SUBJECT: Fiscal Year 2023/24 First Quarter Budget Update

Recommendation for Action: Staff recommends that the City Council receive an update on the status of the City's budget through September 30, 2023, as well as preliminary results for fiscal year 2022/23.

Staff Contact:

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

Fiscal Impact:

This information item represents Citywide revenues and expenditures for (1) unaudited results for all periods of activity in fiscal year (FY) 2022/23, and (2) results through the first three months of fiscal year 2023/24.

Discussion:

This report and the related attachments summarize revenue and expenditure results for all City funds through the fourth quarter of fiscal year 2022/23 and through the first quarter of fiscal year 2023/24. In addition, the report highlights revenues and expenditures specifically in the General Fund throughout the same time periods.

Highlights of the fiscal year 2022/23 results (discussed in detail in Attachment A) include the following:

- All funds revenues through fiscal year end FY2022/23 were \$219.28 million or 108% of the amended budget.
- General Fund revenues totaled \$70.3 million, \$3.59 more than the amended budget. Most General Fund revenue categories met and/or exceeded projected budgets for the year. Sales Tax revenues and Licenses/Permit revenues exceeded projections for a combined \$2.7 million. \$1.1 million of the excess Sales Tax revenues are attributed to the Measures F and R sales tax measures; these revenues do not stay in the General Fund.
- Final FY22/23 expenditures for all City funds totaled \$223.3 million, or 73% of the amended budget. All fund categories completed the year with expenditures within the amended budget.
- The General Fund ended the year with \$72.8 million in expenses, which is \$6.6 million less than the amended budget. However, \$8.5 million was carried forward for use in FY23/24. When these carryforward amounts are accounted for, the General Fund expenditures would actually have exceeded budget in FY22/23 by \$1.9 million due largely to better than expected sales tax revenues for Measures F and R, which are collected in the General Fund and then transferred out, as an expense, to other funds for use on approved programs/projects.
- Capital Project expenditures totaled \$33.5 million, which underspent the budget by \$52.3 million. Capital projects are typically long-term in nature and span multiple fiscal years. Because of this, remaining balances in funds are carried forward to FY2023/24.

Highlights of the results for the first quarter of fiscal year 2023/24 (detailed in Attachment B) include the following:

- Revenues for all funds through September 30 are \$33.1 million, or 17% of the amended budget.
- General Fund revenues are \$5.0 million, or 8% of the amended budget. The majority of the City's major tax revenues are not received until later in the fiscal year, so the low percentage of revenues received is very typical and expected each year.
- Through the first quarter of FY23/24, expenditures for all funds totaled \$50.54 million, or 23% of the amended budget and all departments appear to be tracking closely to budget trends.
- The City implemented new financial software in April 2023 and continues to work through processes not working as designed. One of the currently challenging areas is carrying forward unspent capital project budgets from FY22/23 to FY23/24. As a result, the "Amended Budget" noted in certain funds, mostly the Development/Capital and Enterprise Funds, are not currently reflecting these carryover amounts. Projects continue to be built and monitored, and staff expect the system budget to be resolved shortly.

Although the revenue results for FY22/23 discussed in the attachments to this report were better than projected, City expenditures are also trending very high, and excess revenues are offset by these additional expenditures. The adopted budget for FY23/24 anticipated a \$1.8 million deficit in the General Fund, with a growing structural deficit throughout the term of the five-year forecast. This quarterly report does not provide updated projections for the anticipated General Fund outcomes for FY23/24. So far, preliminary revenue performance and indications for year-end outcomes appear challenging, with particular concern over the City's sales tax revenues.

The next budget update provided to the City Council will be the mid-year budget update, which provides updated projections through the remainder of the current fiscal year and informs you about the development of the FY2024/25 budget. This mid-year update generally occurs in late February or early March each year.

Conclusion:

Staff recommends that the City Council receive an update on the status of the City's budget through September 30, 2023, as well as preliminary results for fiscal year 2022/23.

Prepared by: Kim McKinney, Administrative Services Director



Ken Hiatt
City Manager

Attachments:

1. Attachment A - Quarterly Budget Update FY23 Q4
2. Attachment B - Quarterly Budget Update FY24 Q1

ATTACHMENT A

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2022/23 Revenues					
	Original Budget		Amended Budget	Year-to Date Actuals	%
General Fund	\$ 63,843,801	\$	66,736,330	\$ 70,324,433	105%
Special Revenue	\$ 19,268,270	\$	24,446,782	\$ 31,871,904	130%
Debt Service	\$ 1,547,854	\$	1,547,854	\$ 1,547,854	100%
Development/Capital	\$ 18,428,636	\$	17,875,059	\$ 22,665,910	127%
Spring Lake	\$ 9,209,132	\$	7,776,782	\$ 8,172,486	105%
Enterprise Funds	\$ 52,515,070	\$	55,516,720	\$ 54,123,026	97%
Internal Service	\$ 20,959,157	\$	22,111,699	\$ 22,414,333	101%
Successor Agency	\$ 900,000	\$	900,000	\$ 787,075	87%
Agency (Assessments)	\$ 5,623,155	\$	5,623,155	\$ 7,370,951	131%
Total All Funds	\$ 192,295,075	\$	202,534,381	\$ 219,277,974	108%

- All Funds revenues through fiscal year-end FY2022/23 were \$219.28 million or 108% of the amended budget.
- General Fund revenues totaled \$70.3 million, \$3.58 million more than the amended budget. Table 4 provides more detail regarding General Fund revenues.
- Special Revenue funds generated \$31.87 million or 130% of the amended budget. Revenue captured in this category is mostly based on grant reimbursements and follows project expenses throughout the fiscal year. Additionally, the City consolidates its investments and related earnings in one fund throughout the year. The investment income earned during the year (~\$5m) has not yet been allocated to all other City funds.
- Development/Capital funds generated \$22.67 million or \$4.7 million more than the amended budget, due in large part to better than expected Development Impact fees. This additional revenue assists in reducing inter-fund loan balances accumulated from assisting with debt service and helps to improve fund balance deficits created by advancing significant priority projects throughout the early 2000's.

- Spring Lake funds generated \$8.17 million or 105% of the amended budget due to slightly better than expected collection of Spring Lake Infrastructure Fees .
- Enterprise Funds collected \$54.1 million or 97% of the amended budget. Revenues from user fees in both the Water and Sewer funds were below budget, due in large part to the very rainy weather throughout the winter of 2022 and early 2023, which reduced demand on water use.
- Internal Service fund revenues were \$22.4 million or 101% of the amended budget.
- Successor Agency revenues were \$787,075 or 87% of the amended budget. Successor Agency revenue is used to repay debt service on former Redevelopment Agency debt obligations and is calculated each year and submitted to the State Department of Finance.
- Agency funds are primarily pass-through special assessment funds. The revenues in these funds totaled \$7.37 million or \$1.7 million higher than the amended budget due to the continuation building of residential units in Spring Lake that are also contributing to the annual assessment (Mello-Roos) as well as early pre-payments of bonds by some property owners within Spring Lake.

Table 2 – All Funds Expenditures by Fund Type

FY2022/23 Expenditures				
	Original Budget	Amended Budget	Year-to Date Actuals	%
Internal Service	\$20,888,470	\$23,091,011	\$19,734,794	85%
General Fund	\$69,873,220	\$79,427,081	\$72,802,903	92%
Enterprise Funds	\$63,147,650	\$87,329,108	\$59,885,687	69%
Special Revenue	\$15,149,440	\$41,037,479	\$30,754,152	75%
Development/Capital	\$17,265,100	\$35,838,912	\$19,417,423	54%
Successor Agency	\$2,390,978	\$3,694,659	\$3,666,413	99%
Spring Lake	\$16,713,403	\$26,329,278	\$8,710,813	33%
Debt Service	\$1,550,344	\$1,550,344	\$1,545,344	100%
Agency	\$6,886,731	\$6,886,731	\$6,792,505	99%
Total All Funds	\$213,865,336	\$305,184,602	\$223,310,034	73%

- Through the fourth quarter of fiscal year 2022/23, all funds expenditures totaled \$223.3 million, or 73% of the amended budget. All fund categories completed the year with

expenditures within the amended budget.

- The General Fund ended the year with \$72.8 million in expenses, which is \$6.6 million less than the amended budget. The savings are largely due to savings in project expenses and Measure J programming, primarily the Southeast Area Pool project, that were not fully expended by the end of the year. Many of the Council approved projects will continue into fiscal year 2023/24 and remaining funds have been carried-over to the new fiscal year.

Of the \$6.6 million in savings across all departments, \$8.5 million was re-appropriated to FY2023/24 to complete prior year commitments and continue efforts on project priority goals that span multiple fiscal years. Due to this re-appropriation of funds to FY2023/24, General Fund expenditures would actually be over budget by \$1.9 million. General Fund expenditures are discussed in more detail in Table 5.

- Enterprise Funds expenditures totaled \$59.89 million, or 69% of the amended budget. Enterprise funds were underspent primarily because of \$25.6 million in savings from Capital Improvement Projects (CIP) that did not incur expenses compared to their approved budget (refer to the CIP Chart below for a listing of some these projects sorted by fund type). These budgets will carryforward into FY2023/24 for continued work on the projects.
- Special Revenue fund expenditures totaled \$30.75 million or 75% of the amended budget. Special Revenue funds include a variety of fund types, but primarily consist of various federal grants, housing grants and programs, state allocated transportation funding, and special assessment districts (such as Lighting and Landscaping). Special Revenue funds were underspent for the following reasons: \$3.6 million in savings from Capital Improvement Projects (CIP) that did not incur expenses compared to their approved budget (refer to the CIP Chart below for a listing of some these projects sorted by fund type); \$2.8 million in HomeKey Grant funds were not spent; \$700,000 in budget available for housing loans; \$628,000 in American Rescue Plan Revenue Recovery project funds were not spent; and \$1.2 million in personnel and supplies/services cost savings.
- Development/Capital funds resulted in \$19.4 million or 54% of the amended budget. Development/Capital funds were underspent largely due to the \$13.67 million in savings due to many Capital Improvement Projects (CIP) that did not incur expenses compared to their approved budget (refer to the CIP Chart below for a listing of some these projects sorted by fund type) and \$1.18 million in budgeted Measure F funds that were not needed to assist with the annual Community Center debt service, and \$1.5 million in Measure F funds allocated to replacement of park equipment that is unspent at fiscal year-end.

- Successor Agency ended the fiscal year with \$3.67 million in expenses or 99% of the amended budget. The budget is based on payments due for loans, but timing of reimbursement depends upon approval of and availability of funds from the State Department of Finance. Large loan payments were approved and paid in FY22/23.
- Spring Lake funds ended the fiscal year with \$8.7 million in expenses or 33% of the amended budget. Spring Lake funds were underspent largely due to \$9.1 million in Capital Improvement Projects (CIP) expenses that were not incurred compared to their approved budget (refer to the CIP Chart below for a listing of some these projects sorted by fund type); and \$13.4 million in planned reimbursements to developers for infrastructure constructed in Spring Lake that were not completed or approved by the end of the year.
- Agency Funds reflect expenditures of \$6.79 million or 99% of the amended budget. Agency expenses are related to debt service payments for special districts.

*All CIP unspent budget will carry-forward to FY2023/24 and be available for planned projects.

CIP Chart

CIP Chart			Year-to-Date			Percent
		Project Name	Amended Budget	Expenditures	Balance	Spent
Internal Service Funds	2109	Enterprise System Replacement	\$ 1,317,342	\$ 600,022	\$ 717,320	46%
Enterprise Funds	0821	Annual Sewer Repair and Replacement	\$ 3,952,686	\$ 96,119	\$ 3,856,567	2%
	0822	Preliminary Odor Abatement	\$ 164,934	\$ -	\$ 164,934	0%
	0915	FloodSAFE Yolo/Cache Creek Feasibility	\$ 551,650	\$ 382,085	\$ 169,565	69%
	0923	Water System Replacement Repairs	\$ 1,177,686	\$ 271,729	\$ 905,957	23%
	1011	Treatment Plant Exp-Biosolids	\$ 508,036	\$ 905	\$ 507,131	0%
	1305	East Main St. Improvement Project	\$ 69,020	\$ 8,533	\$ 60,487	12%
	1402	Wastewater Asset Replacement	\$ 550,000	\$ 156,230	\$ 393,770	28%
	1403	Replacement of Orangeberg Sewer Laterals	\$ 1,015,560	\$ -	\$ 1,015,560	0%
	1415	Large Diameter Wastewater Pipeline Repair/Replace.	\$ 1,050,000	\$ 104	\$ 1,049,896	0%
	1705	ASR Wells #31	\$ 5,519,051	\$ 10,070	\$ 5,508,981	0%
	1707	Recycled Water Master Plan	\$ 336,847	\$ 40,741	\$ 296,106	12%
	1716	West Woodland Safe Routes to School	\$ 123,864	\$ -	\$ 123,864	0%
	1905	Matmor & Gum Rehabilitation	\$ 200,000	\$ 743	\$ 199,257	0%
	2001	Gibson Road Bicycle/Pedestrian Mobility	\$ 355,500	\$ 134,545	\$ 220,955	38%
	2006	Storm Drainage Outfall Channel Outlet	\$ 3,458,829	\$ 774,360	\$ 2,684,469	22%
	2008	Gibson Road Rehabilitation-CR98 to West St.	\$ 258,000	\$ 21,375	\$ 236,625	8%
	2013	WPCF Pond #11 Biosolids Removal	\$ 400,854	\$ 261,741	\$ 139,113	65%
	2014	2021 Sewer/Water Repair & Replacement	\$ 195,697	\$ 580	\$ 195,117	0%
	2101	2022 Water & Sewer Repair and Replacement	\$ 2,161,635	\$ 1,253,955	\$ 907,680	58%
	2102	Groundwater Monitoring Wells	\$ 1,543,445	\$ 2,944	\$ 1,540,501	0%
	2105	Groundwater Wells Demo Project	\$ 295,504	\$ 271,160	\$ 24,344	92%
	2203	Water Meter Replacement	\$ 400,000	\$ -	\$ 400,000	0%
	2204	2023 Water & Sewer Replacement Project	\$ 3,920,000	\$ 2,221,688	\$ 1,698,312	57%
	2205	E. Gibson Trunk Sewer Repairs	\$ 1,000,000	\$ -	\$ 1,000,000	0%
	2208	North Canal Pump Station Pipe Rehabilitation	\$ 350,000	\$ 20,897	\$ 329,103	6%
	2218	Fifth and Clover Sewer Rehabilitation	\$ 550,000	\$ 493,724	\$ 56,276	90%
	2302	2024 Water & Sewer Replacement	\$ 400,000	\$ 107,049	\$ 292,951	27%
	2303	Sewer System Hydraulic Model Update	\$ 90,000	\$ -	\$ 90,000	0%
	2304	Spring Lake Lift Station Pump Replacement	\$ 600,000	\$ 198,420	\$ 401,580	33%
Special Revenue Funds	0707	Zoning Ordinance and CEQA	\$ 246,523	\$ 120,012	\$ 126,511	49%
	1305	East Main St. Improvement Project	\$ 3,924,389	\$ 3,549,417	\$ 374,972	90%
	1905	Matmor & Gum Rehabilitation	\$ 1,171,335	\$ 55,382	\$ 1,115,953	5%
	2001	Gibson Road Bicycle/Pedestrian Mobility	\$ 3,411,097	\$ 2,771,097	\$ 640,000	81%
	2008	Gibson Road Rehabilitation-CR98 to West St.	\$ 3,468,718	\$ 2,839,657	\$ 629,061	82%
	2201	ADA Improvements	\$ 186,163	\$ 45,261	\$ 140,902	24%
	2212	Armfield & Lemen Ave. Reap Grant	\$ 180,092	\$ 114,649	\$ 65,443	64%
	2213	Main Street Feasibility Project	\$ 96,709	\$ 79,097	\$ 17,612	82%
	2214	East & Main Street Signal Project	\$ 158,450	\$ -	\$ 158,450	0%
	2215	Pedestrian Crossing Improvement Project	\$ 250,000	\$ -	\$ 250,000	0%
	2217	Active Transportation Plan	\$ 160,278	\$ 77,838	\$ 82,440	49%
	2308	2023 ADA Improvements	\$ 200,000	\$ 7,882	\$ 192,118	4%
Development/Capital Funds	0614	Annual In-House Road Program Support	\$ 1,140,011	\$ 1,135,620	\$ 4,391	100%
	1305	East Main St. Improvement Project	\$ 221,360	\$ 29,375	\$ 191,985	13%
	1602	New Traffic Signal-Freeway Drive/East Main Street	\$ 450,000	\$ -	\$ 450,000	0%
	1603	Storm Water Quality Design Manual Update	\$ 107,029	\$ -	\$ 107,029	0%
	1702	New Traffic Signal-Kentucky Avenue/Cottonwood Road	\$ 449,727	\$ -	\$ 449,727	0%
	1716	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 137,437	\$ 142	\$ 137,295	0%
	1722	Sports Park Drive Pedestrian Overcrossing	\$ 4,296,681	\$ 3,816,774	\$ 479,907	89%
	1905	Matmor & Gum Rehabilitation	\$ 4,088,592	\$ 1,918,371	\$ 2,170,221	47%
	1906	Traffic Calming Program	\$ 136,198	\$ 70,489	\$ 65,709	52%
	1917	Regional Park Site	\$ 95,816	\$ 23,777	\$ 72,039	25%
	1918	Southeast Area Pool Project	\$ 4,491,145	\$ 78,012	\$ 4,413,133	2%
	2001	Gibson Road Bicycle/Pedestrian Mobility	\$ 2,222,995	\$ 1,190,423	\$ 1,032,572	54%
	2004	E. Gibson/Harry Lorenzo/Bourn Traffic Signal	\$ 1,290,000	\$ -	\$ 1,290,000	0%
	2008	Gibson Road Rehabilitation-CR98 to West St.	\$ 754,035	\$ 218,017	\$ 536,018	29%
	2109	Enterprise System Replacement	\$ 376,032	\$ 171,420	\$ 204,612	46%
	2114	SR 113/CR 25 Ultimate Interchange Modifications	\$ 297,726	\$ 26,110	\$ 271,616	9%
	2206	2021 Road Maintenance Project	\$ 939,222	\$ 924,758	\$ 14,464	98%
	2306	E. Gibson Road-Matmor Road Signal Modifications	\$ 550,000	\$ -	\$ 107,029	0%
	2307	New Traffic Signal - CR102 & Kentucky Ave.	\$ 525,000	\$ -	\$ 525,000	0%
	Spring Lake Funds	1901	Gibson Landscape Pioneer/Harry Lorenzo	\$ 400,000	\$ -	\$ 400,000
1913		Gibson Road Interchange Modification	\$ 2,284,040	\$ 38,028	\$ 2,246,012	2%
1914		South Area Flowage Easement	\$ 284,587	\$ 68,373	\$ 216,214	24%
2003		Spring Lake Park N1, Phase 2	\$ 6,065,162	\$ 1,988,516	\$ 4,076,646	33%
2107		Storm Drain Channel South of Woodland Christian	\$ 400,000	\$ -	\$ 400,000	0%
	2114	SR113/County Road 25A Ultimate Interchange Mods.	\$ 1,567,082	\$ -	\$ 1,567,082	0%

Table 3 – All Funds Expenditures by Department

FY2022/23 Expenditures						
	Original Budget		Amended Budget		Year-to Date Actuals	%
Administrative Services	\$	22,067,665	\$	22,227,132	\$ 19,637,042	88%
Community Development	\$	9,342,772	\$	10,872,921	\$ 9,684,114	89%
Community Services	\$	15,966,237	\$	29,083,789	\$ 17,732,657	61%
Police	\$	25,860,600	\$	27,268,900	\$ 26,980,025	99%
Fire	\$	13,821,961	\$	15,143,742	\$ 15,100,054	100%
Library	\$	2,909,437	\$	3,505,536	\$ 3,169,561	90%
Public Works	\$	33,851,958	\$	35,211,951	\$ 33,742,614	96%
Capital Improvements	\$	22,730,427	\$	85,867,876	\$ 33,549,721	39%
Non-Departmental	\$	67,314,279	\$	76,002,754	\$ 63,714,247	84%
Total All Departments	\$	213,865,336	\$	305,184,602	\$ 223,310,035	73%

- At the end of fiscal year 2022/23, department operating expenditures were within the approved appropriations.
- Administrative Services ended with the fiscal year with \$19.6 million in expenses or 88% the amended budget across all funds.
- Community Development expenditures were \$9.7 million for the fiscal year, or 89% of the amended budget. Savings were from a variety of supplies/services and some vacancy savings due mostly to engineers charging time to projects.
- Community Services ended FY2022/23 with \$17.7 million in expenditures across all funds or 61% of the amended budget. The savings are attributed to a variety of items across many funds, including the \$4.1 million allocated to the Southeast Area pool project; \$1.0 million in savings for use of landscaping water throughout the City, thanks to the rainy winter; \$700,000 in First Time Homebuyer Program was also unspent (funding has been carried-over to FY2023/24); savings of \$1.5 million in funds budgeted out of Measures F for parks projects were unspent (funding has been carried-over to FY2023/24); and \$2.8 million of budgeted Project HomeKey funds were not spent, but will continue to be carried forward.
- Police ended the year with \$26.98 million in expenditures or 99% of the amended budget with very little budgetary savings during the year.
- Fire ended the year with \$15.1 million in expenditures or 100% of the amended budget.

- Library ended the year with \$3.17 million in expenditures across all funds or 90% of the amended budget. \$147,000 in savings are from funds allocated to a project to improve security in the Library building (which are carried over to FY23/24) and \$288,000 in savings was attributed to Measure R program savings, mostly due to savings from new positions added during the budget that were not filled during the year, pending arrival of the new bookmobile.
- Public Works ended the year with \$33.7 million in expenditures across all funds or 96% of the amended budget. The majority of savings came from \$700,000 in budgeted vehicle/equipment purchases that were not made during FY2022/23. Funding will be included in the FY2023/24 mid-year budget.
- Capital Improvements expenditures totaled \$33.55 million, which underspent the budget by \$52.3 million. Capital projects are typically long-term in nature and span multiple fiscal years, and because of this, the remaining balances in funds have been carried-over into FY2023/24. Large project variances are illustrated in the CIP Chart above.
- Non-Departmental expenditures totaled \$63.7 million or 84% of the amended budget. Expenditures budgeted in this category consist primarily of debt service payments, interfund transfers, assumed vacancy savings and payments to joint powers authorities and American Rescue Plan Act projects. Variances from budget occurred from transfers not needed for Measure F loan to Park Development funds, savings in certain debt service expenses resulting from debt refinancing, unspent reimbursements to Spring Lake developers for work not yet completed and unspent American Rescue Plan Act money for projects not complete.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2022/23 General Fund Revenues					
	Original Budget	Amended Budget	Year-to Date Actuals	%	Difference Favorable (Unfavorable)
Property Tax	\$ 14,824,021	\$ 15,572,000	\$ 15,632,884	100%	\$ 60,884
Sales Tax	\$ 29,674,437	\$ 30,329,976	\$ 31,962,414	105%	\$ 1,632,438
Other Taxes (TOT)	\$ 1,960,279	\$ 1,960,279	\$ 2,170,032	111%	\$ 209,753
Franchise Fees	\$ 2,779,903	\$ 2,779,903	\$ 3,194,300	115%	\$ 414,397
Licenses/Permits	\$ 2,433,917	\$ 2,594,965	\$ 3,738,614	144%	\$ 1,143,649
Fines/Forfeitures	\$ 215,670	\$ 210,670	\$ 246,242	117%	\$ 35,572
Service Charges	\$ 705,842	\$ 786,262	\$ 836,452	106%	\$ 50,190
Motor Vehicle In Lieu	\$ 6,429,497	\$ 6,518,106	\$ 6,756,063	104%	\$ 237,957
Intergovernmental	\$ 284,803	\$ 275,472	\$ 182,311	66%	\$ (93,161)
Lease/Interest Income	\$ 531,747	\$ 559,017	\$ 659,666	118%	\$ 100,649
Miscellaneous	\$ 4,003,685	\$ 5,149,680	\$ 4,945,456	96%	\$ (204,224)
Transfers	\$ -	\$ -	\$ -	0%	\$ -
Total General Fund	\$ 63,843,801	\$ 66,736,330	\$ 70,324,433	105%	\$ 3,588,103

- Total General Fund revenues at fiscal year-end 2022/23 were \$70.3 million, or \$3.59 million more than the amended/projected budget. Most of the General Fund revenue categories met and/or exceeded projected budgets.
- Property tax revenues generated \$15.63 million, which was very close to the projected budget for this category.
- Sales Tax payments, which include the City's 1% local share (known as Bradley Burns), Measure F, and Measure J (through 9/30/22) and Measure R (after 10/1/22), resulted in \$31.96 million or \$1.6 million more than the amended budget. The City received \$595,796 more than amended budget of its local share of sales tax, \$676,350 more revenue in Measure F, \$408,083 more revenue in Measure R, and \$47,792 less in Measure J compared the amended budget. Revenues from Measure F and Measure R are transferred out of the General Fund into other funds for use on programs/projects.
- Other Taxes category totaled \$2.1 million or 111% of the amended budget. The majority of this revenue category represents hotel/motel transient occupancy tax (TOT) and property transfer tax that is collected when properties are exchanged.

- Franchise Fee revenues exceeded budget by \$414,397 for FY23. This was due to favorable revenues from both PG&E and Waste Management, related to higher revenues for those agencies.
- Licenses and Permits revenues exceeded the amended/projected budget by \$1.14 million. This was largely due to the City continued to issuance of building permits in new development areas (Spring Lake) and other development related fees.
- Service Charges, which primarily includes revenues from recreation and police programs, resulted in \$50,190 more revenue than expected. Park rentals and programming exceeded revenue expectations for FY23, but a reduction in revenues from the police alarm program offset much of the additional revenues.
- Motor Vehicle In-Lieu collected \$6.75 million in revenue or 104% of the amended budget. This revenue category closes tracks property taxes as it related to projected revenue for the fiscal year.
- Lease/Interest Income resulted in \$100,649 in more revenue than the amended budget, however, staff has not finished allocating interest earnings received amongst all funds and expects revenue in this category to fully meet or exceed budget projections.
- Miscellaneous revenues ended the year with \$4.95 million in revenue or 96% of the amended budget. A majority of the variance in this category was a result of reimbursements that will be made from other agencies as the City completes payments related to projects approved with use of revenue recovery funds from the American Rescue Plan. These projects also resulted in expenditure savings during the year, which will be carried over, along with the expected reimbursement.

Table 5 – General Fund Expenditures by Category

FY2022/23 General Fund Expenditures						
	Original Budget		Amended Budget		Year-to Date Actuals	%
Personnel	\$	35,671,438	\$	37,234,350	\$ 38,253,656	103%
Supplies & Services	\$	8,390,976	\$	13,369,608	\$ 9,695,794	73%
Education & Training	\$	357,626	\$	391,711	\$ 391,929	100%
Capital Expenditures	\$	294,000	\$	618,506	\$ 288,401	47%
Non-Discretionary	\$	7,467,303	\$	8,138,028	\$ 7,880,685	97%
Operating Transfers	\$	17,691,877	\$	19,674,877	\$ 16,292,438	83%
Total All Categories	\$	69,873,220	\$	79,427,080	\$ 72,802,903	92%

- End-of-year FY2022/23 General Fund expenditures totaled \$72.8 million, a savings of \$6.6 million from the amended budget, including \$4.1 million in unspent Measure J funds that were committed to the Southeast Area Pool Project; \$1.5 million in American Rescue Plan (ARP) Revenue Recovery project funds; and \$900k in unspent costs for Animal Services due to a delay in contract negotiations. Although departments were able to realize savings in FY2022/23, \$8 million was carried over and re-appropriated to FY2023/24 to complete prior year commitments and continue efforts on project priority goals that span multiple fiscal years. Due to this re-appropriation of funds to FY2023/24, General Fund expenditures are actually over budget by \$1.9 million. This overage is primarily due to the better than expected revenues received from Measure F and Measure R, which are transferred out (as an expense) to other funds. This accounts for \$1.1 million of the overage.
- Personnel expenditures were \$38.25 million, which is over the amended budget by \$1 million. The primary reason for this overage is due to a change in payroll processing. The City switched from monthly to biweekly payroll in January 2023. As a result of this change, there is a two week pay period that is required by accounting rules to be included in FY22/23 that would not historically have been reflected in the expenditures. This is a one-time adjustment and should normalize in fiscal years moving forward.
- Supplies & Services category resulted in a savings of \$3.67 million. The savings result from \$908k in FY23 Animal Services payments that were not made due to delayed contract negotiations with the County. Other savings result from allocated amounts for projects paid for with American Rescue Plan revenue recover money (\$1.68 million), and other one-time budget allocations that were not spent. Essentially all of the savings have been carried-over to FY2023/24 for use on approved activities.

- Capital Expenditures were underspent by \$330,105 compared to the amended budget. Savings were a result of Community Services Department project to install new plumbing and replace the boiler at the Brooks Swim Center that was not entirely finished, as well as \$147,000 in savings from a project to improve safety at the Library that was not complete during the year. Funding has since been carried-over to FY2023/24.
- Non-discretionary expenditures were \$7.88 million or 97% of the amended budget.
- Operating Transfers ended the year at \$16.29 million or 83% of the amended budget. This was largely due to the \$4.1 million Southeast Area Pool project funding that has appropriated but not used at fiscal year-end, and \$350,000 set aside for the first phase of a radio replacement project not yet spent. These amounts are carried over to FY23/24 for continuation of the projects. These savings were offset by a \$1.1 million overage in the transfer of Measures F and R revenues, which are collected in the General Fund and then transferred out (as an expense) to other funds for programming. Because the revenues were better than expected, the related transfer expenses were also higher than budget.

Table 6 – General Fund Expenditures by Department

FY2022/23 General Fund Expenditures					
	Original Budget		Amended Budget	Year-to Date Actuals	%
Administrative Services	\$ 4,269,844	\$	4,338,389	\$ 3,354,337	77%
Community Development	\$ 3,808,818	\$	4,572,452	\$ 4,210,307	92%
Community Services	\$ 9,206,261	\$	12,206,316	\$ 7,323,475	60%
Police	\$ 22,816,244	\$	23,871,566	\$ 23,950,273	100%
Fire	\$ 12,733,786	\$	13,768,387	\$ 13,899,955	101%
Library	\$ 2,101,569	\$	2,037,717	\$ 2,016,912	99%
Public Works	\$ 678,040	\$	708,949	\$ 692,907	98%
Non-Departmental	\$ 14,258,658	\$	17,923,304	\$ 17,354,737	97%
Total All Departments	\$ 69,873,220	\$	79,427,080	\$ 72,802,903	92%

- For FY2022/23, most departments managed their budgets and ended the year within their approved appropriations.
- Administrative Services achieved savings of \$984,052 compared to the amended budget. The savings were almost entirely attributed to the Animal Services contract that was not

negotiated until after fiscal year end, but the amount was carried over to FY23/24.

- Community Development achieved savings of \$362,145. Savings were in the supplies/services and personnel categories, and \$200,000 was carried-over into FY2023/24 for funding commitments such as code enforcement related clean-up costs, planning check and inspection, and economic development initiatives.
- Community Service achieved savings of \$4.88 million compared to the amended budget. The majority of the savings are for the \$4.1 million transfer to the Southeast Area Pool project, \$367,000 in savings for costs of water for landscape irrigation due to the rainy winter, and \$387,000 in savings from Measure J related programs. The savings for the pool and for Measure J programs are mostly carried forward for use in FY23/24.
- Police ended the fiscal year with \$23.95 million in expenses, which was \$78,707 more than the amended budget. Most of the overage is a result of the payroll transition discussed herein and the impact on the personnel budget category.
- Fire finished FY22/23 with \$13.9 million in expenditures, which is over their allocated budget by \$131,568. As is the case with the Police budget, the Fire budget was also impacted by the payroll transition expenses, in addition to overtime budgets not offset by vacancies throughout the year.
- Library ended the fiscal year with \$2.0 million in expenses, which is essentially exactly in line with their amended budget for the year.
- Public Works ended the fiscal year with \$692,907 in expenses with vary minor difference from the amended budget, and savings were carried over to FY23/24.
- Non-Departmental expenditures ended the fiscal year with \$17.35 million in expenses or \$568,567 less than the amended budget. This category includes costs for projects approved through the American Rescue Plan (ARP) spending plan, and at the end of the year, \$1.65 million remained unspent and was carried over for re-appropriation in FY2023/24. This category also includes \$350,000 in one-time money allocated toward a public safety radio replacement project, which was not spent in the year, but was carried over to FY23/24 also. These budgetary savings were offset by overages in two other areas of non-departmental expenses: (1) the City budgets for vacancy savings in the Non-Departmental category as a negative budget, however, savings are realized (or not) at the departmental level; (2) the City exceeded its non-department transfer budget by \$1.1 million due to better than anticipated Measures F and R sales tax revenue. This revenue is received into the General Fund and then transferred as an expense to these other funds.

ATTACHMENT B

ALL FUNDS REVENUES AND EXPENDITURES

Table 1 – All Funds Revenues

FY2023/24 Revenues					
	Original Budget		Amended Budget		Year-to Date Actuals %
General Fund	\$	65,416,234	\$	65,416,234	\$ 5,002,377 8%
Special Revenue	\$	20,044,324	\$	20,392,788	\$ 3,843,896 19%
Debt Service	\$	1,547,854	\$	1,547,854	\$ - 0%
Development/Capital	\$	16,820,392	\$	16,820,392	\$ 2,585,107 15%
Spring Lake	\$	9,235,232	\$	9,235,232	\$ 2,083,800 23%
Enterprise Funds	\$	54,429,452	\$	54,494,452	\$ 15,189,085 28%
Internal Service	\$	23,077,318	\$	23,077,318	\$ 4,316,915 19%
Successor Agency	\$	900,000	\$	900,000	\$ - 0%
Agency (Assessments)	\$	5,623,155	\$	5,623,155	\$ 75,913 1%
Total All Funds	\$	197,093,961	\$	197,507,425	\$ 33,097,093 17%

- All Funds revenues through the first quarter of fiscal year 2023/24 are \$33.1 million, or 17% of the amended budget.
- General Fund revenues are \$5.0 million or 8% of the amended budget, with many of the City's major tax revenues yet to be collected during the current fiscal year.
- Special Revenue funds (for the most part) are grant funds that are reimbursed to the City as projects make progress or special assessments with revenues that are received with property tax installments in January and May. Because of this, collection of revenues typically occurs in the later part of each fiscal year.
- Revenues in Debt Service funds come from transfers from other funds, which are typically recorded at the end of the year.
- Development/Capital revenues are \$2.59 million or 15% of the amended budget through September 30, 2023. All of the revenues received to date are related to Development Impact fees collected. Measure F funds are also included in the Development/Capital Projects fund category, but sales tax revenues associated with Measure F have not yet been received and transferred to this fund.

- Spring Lake revenues are \$2.08 million or 23% of the amended budget. All of the revenues received are related to Spring Lake Infrastructure Fees collected from development activity.
- Enterprise Fund revenues are tracking as projected and consistent with respective fee studies.
- Internal Service Fund revenues are \$4.3 million or 19% of the amended budget. These revenues are primarily generated through charges to other funds throughout the year, with some large transfers typically completed later in the fiscal year.
- Successor Agency revenues are typically received in installments during the year, with revenues based on payments for approved obligations each year.
- Agency funds are primarily pass-through special assessment funds with revenues received with property taxes in January and May each year. The revenue collected year-to-date is related to interest income earned on bond reserve funds.

Table 2 – All Funds Expenditures by Fund Type

FY2023/24 Expenditures				
	Original Budget	Amended Budget	Year-to Date Actuals	%
Internal Service	\$21,994,668	\$23,316,281	\$7,229,929	31%
General Fund	\$67,687,159	\$73,105,460	\$11,765,178	16%
Enterprise Funds	\$62,526,753	\$63,189,706	\$7,350,070	12%
Special Revenue	\$19,671,551	\$25,235,759	\$4,200,051	17%
Development/Capital	\$10,469,272	\$12,138,659	\$8,449,967	70%
Successor Agency	\$923,882	\$923,882	\$0	0%
Spring Lake	\$15,199,767	\$15,549,767	\$5,972,211	38%
Debt Service	\$1,550,346	\$1,550,346	\$769,803	50%
Agency	\$6,823,993	\$6,856,118	\$4,804,699	70%
Total All Funds	\$206,847,391	\$221,865,976	\$50,541,907	23%

- Through the first quarter of FY2023/24, All Funds expenditures totaled \$50.54 million, or 23% of the amended budget. General Fund expenditures totaled \$11.77 million, or 16% of the amended budget.

- Operating expenditures appear to be tracking within budget for all fund types.
- Internal Service funds reflect expenditures of \$7.3 million, or 31% of the amended budget due mostly to up-front payments made for insurance premiums out of the Self Insurance fund and health insurance premium payments from the Benefits fund.
- Enterprise funds expenditures are \$7.35 million or 12% of the amended budget after three months of activity. This low percentage is due primarily to \$8.7 million in budgeted depreciation that is not recorded until the end of the fiscal year, \$13.5 million in debt service expenditures that generally occur in mid-fiscal year, and \$11.8 million in capital project expenses that are yet to be incurred due to timing and project schedules (see CIP Chart below).
- Special Revenue funds are at \$4.2 million or 17% of the amended budget. Of the amended budget \$2.86 million in Project Homekey grant funds for construction of homes at the East Beamer Way campus remain unspent; \$700,000 in funds available for First Time Homebuyer loans remain unspent, and \$3.0 million in expenditures for capital projects are remaining (see CIP Chart below).
- Development/Capital funds are at \$8.45 million or 70% of the amended budget. The City implemented new financial software in April 2023 and the process for automatically carrying forward budgets for capital projects is not currently working as designed. There is significant budget unspent from FY2022/23 that will carry over to FY2023/24 within the next month. Because of the low “Amended Budget” number for Capital Improvements in the chart above, YTD expenditures appear to be trending high. Please refer to CIP Chart below for detailed analysis.
- Spring Lake funds are at \$5.97 million or 38% of the amended budget. Spring Lake funds include capital projects and developer reimbursements that vary in timing of expenditures. The majority of the expenditures for the fiscal year are for reimbursements to developers for infrastructure projects completed, submitted and approved.
- Debt Service fund expenditures are \$769,803 or 50% of the amended budget with other scheduled debt payments due later in the year.
- Agency funds reflect expenditures totaling \$4.8 million or of 70% of the amended budget due to debt service payments made on certain bonds during the first quarter.

CIP Chart

		Project Name	Amended Budget	Year-to-Date Expenditures	Balance	Percent Spent
Internal Service Funds	2109	Enterprise System Replacement	\$ 717,320	\$ 48,653	\$ 668,667	7%
Enterprise Funds	0821	Annual Sewer Repair and Replacement	\$ 3,856,567	\$ -	\$ 3,856,567	0%
	0822	Preliminary Odor Abatement	\$ 164,934	\$ -	\$ 164,934	0%
	0915	FloodSAFE Yolo/Cache Creek Feasibility	\$ 169,565	\$ -	\$ 169,565	0%
	0923	Water System Replacement Repairs	\$ 905,957	\$ -	\$ 905,957	0%
	1011	Treatment Plant Exp-Biosolids	\$ 507,131	\$ -	\$ 507,131	0%
	1305	East Main St. Improvement Project	\$ 60,487	\$ -	\$ 60,487	0%
	1402	Wastewater Asset Replacement	\$ 393,770	\$ 43,085	\$ 350,685	11%
	1403	Replacement of Orangeberg Sewer Laterals	\$ 1,015,560	\$ 2,761	\$ 1,012,799	0%
	1415	Large Diameter Wastewater Pipeline Repair/Replace.	\$ 1,049,896	\$ -	\$ 1,049,896	0%
	1705	ASR Wells #31	\$ 5,508,981	\$ 1,624	\$ 5,507,357	0%
	1707	Recycled Water Master Plan	\$ 296,106	\$ 10,273	\$ 285,833	3%
	1716	West Woodland Safe Routes to School	\$ 123,864	\$ -	\$ 123,864	0%
	1905	Matmor & Gum Rehabilitation	\$ 199,257	\$ -	\$ 199,257	0%
	2001	Gibson Road Bicycle/Pedestrian Mobility	\$ 220,955	\$ -	\$ 220,955	0%
	2006	Storm Drainage Outfall Channel Outlet	\$ 2,684,469	\$ 1,023,131	\$ 1,661,338	38%
	2008	Gibson Road Rehabilitation-CR98 to West St.	\$ 236,625	\$ -	\$ 236,625	0%
	2013	WPCF Pond #11 Biosolids Removal	\$ 139,113	\$ -	\$ 139,113	0%
	2014	2021 Sewer/Water Repair & Replacement	\$ 195,117	\$ -	\$ 195,117	0%
	2101	2022 Water & Sewer Repair and Replacement	\$ 907,680	\$ 193	\$ 907,487	0%
	2102	Groundwater Monitoring Wells	\$ 1,540,501	\$ -	\$ 1,540,501	0%
	2203	Water Meter Replacement	\$ 400,000	\$ -	\$ 400,000	0%
	2204	2023 Water & Sewer Replacement Project	\$ 1,698,312	\$ 591,908	\$ 1,106,404	35%
	2205	E. Gibson Trunk Sewer Repairs	\$ 1,000,000	\$ -	\$ 1,000,000	0%
	2206	2021 Road Maintenance Project	\$ 25,000	\$ -	\$ 25,000	0%
	2208	North Canal Pump Station Pipe Rehabilitation	\$ 329,103	\$ 108,752	\$ 220,351	33%
	2302	2024 Water & Sewer Replacement	\$ 292,951	\$ 20,037	\$ 272,914	7%
	2303	Sewer System Hydraulic Model Update	\$ 90,000	\$ -	\$ 90,000	0%
	2304	Spring Lake Lift Station Pump Replacement	\$ 401,580	\$ 233	\$ 401,347	0%
Special Revenue Funds	0707	Zoning Ordinance and CEQA	\$ 126,511		\$ 126,511	0%
	1305	East Main St. Improvement Project	\$ 374,972	\$ 286,221	\$ 88,751	76%
	1905	Matmor & Gum Rehabilitation	\$ 1,115,953	\$ 890,528	\$ 225,425	80%
	2001	Gibson Road Bicycle/Pedestrian Mobility	\$ 640,000	\$ 83,213	\$ 556,787	13%
	2008	Gibson Road Rehabilitation-CR98 to West St.	\$ 629,061	\$ 110,848	\$ 518,213	18%
	2201	ADA Improvements	\$ 140,902	\$ 140,902	\$ -	100%
	2212	Armfield & Lemen Ave. Reap Grant	\$ 65,443	\$ 27,971	\$ 37,472	43%
	2214	East & Main Street Signal Project	\$ 158,450	\$ -	\$ 158,450	0%
	2215	Pedestrian Crossing Improvement Project	\$ 250,000	\$ -	\$ 250,000	0%
	2217	Active Transportation Plan	\$ 82,440	\$ 2,429	\$ 80,011	3%
	2308	2023 ADA Improvements	\$ 192,118	\$ 40,496	\$ 151,622	21%
Development/ Capital Funds	0614	Annual In-House Road Program Support	\$ 1,065,851	\$ 192,155	\$ 873,696	18%
	1305	East Main St. Improvement Project	\$ 191,985	\$ -	\$ 191,985	0%
	1602	New Traffic Signal-Freeway Drive/East Main Street	\$ 450,000	\$ -	\$ 450,000	0%
	1603	Storm Water Quality Design Manual Update	\$ 107,029	\$ -	\$ 107,029	0%
	1702	New Traffic Signal-Kentucky Avenue/Cottonwood Road	\$ 449,727	\$ -	\$ 449,727	0%
	1716	W. Main St. Bicycle/Pedestrian Mobility and Safety	\$ 137,295	\$ -	\$ 137,295	0%
	1722	Sports Park Drive Pedestrian Overcrossing	\$ 479,907	\$ 279,559	\$ 200,348	58%
	1905	Matmor & Gum Rehabilitation	\$ 2,170,221	\$ 2,077,898	\$ 92,323	96%
	1906	Traffic Calming Program	\$ 65,709	\$ 14,425	\$ 51,284	22%
	1917	Regional Park Site	\$ 72,039	\$ 4,822	\$ 67,217	7%
	1918	Southeast Area Pool Project	\$ 4,413,133	\$ 480,784	\$ 3,932,349	11%
	2001	Gibson Road Bicycle/Pedestrian Mobility	\$ 1,032,572	\$ 135,769	\$ 896,803	13%
	2004	E. Gibson/Harry Lorenzo/Bourn Traffic Signal	\$ 1,290,000	\$ -	\$ 1,290,000	0%
	2008	Gibson Road Rehabilitation-CR98 to West St.	\$ 536,018	\$ 94,426	\$ 441,592	18%
	2109	Enterprise System Replacement	\$ 204,612	\$ 13,723	\$ 190,889	7%
	2114	SR 113/CR 25 Ultimate Interchange Modifications	\$ 271,616	\$ -	\$ 271,616	0%
	2306	E. Gibson Road-Matmor Road Signal Modifications	\$ 107,029	\$ -	\$ 107,029	0%
	2307	New Traffic Signal - CR102 & Kentucky Ave.	\$ 525,000	\$ -	\$ 525,000	0%
Spring Lake Funds	1901	Gibson Landscape Pioneer/Harry Lorenzo	\$ 400,000		\$ 400,000	0%
	1913	Gibson Road Interchange Modification	\$ 2,246,012	\$ 20,994	\$ 2,225,018	1%
	1914	South Area Flowage Easement	\$ 216,214	\$ 7,999	\$ 208,215	4%
	2003	Spring Lake Park N1, Phase 2	\$ 4,076,646	\$ 126,079	\$ 3,950,567	3%
	2107	Storm Drain Channel South of Woodland Christian	\$ 400,000	\$ -	\$ 400,000	0%
	2114	SR113/County Road 25A Ultimate Interchange Mods.	\$ 1,567,082	\$ 21,031	\$ 1,546,051	1%

Table 3 – All Funds Expenditures by Department

FY2023/24 Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
Administrative Services	\$ 24,809,031	\$ 26,808,170	\$ 7,477,118	28%	
Community Development	\$ 8,957,167	\$ 10,424,442	\$ 1,991,622	19%	
Community Services	\$ 13,411,372	\$ 19,729,549	\$ 3,996,117	20%	
Police	\$ 27,422,156	\$ 28,167,141	\$ 5,212,180	19%	
Fire	\$ 15,253,344	\$ 15,826,437	\$ 3,341,541	21%	
Library	\$ 2,952,730	\$ 3,170,961	\$ 585,803	18%	
Public Works	\$ 34,072,406	\$ 35,538,249	\$ 5,156,428	15%	
Capital Improvements	\$ 16,528,504	\$ 17,048,504	\$ 7,328,941	43%	
Non-Departmental	\$ 63,440,681	\$ 65,152,523	\$ 15,452,156	24%	
Total All Departments	\$ 206,847,391	\$ 221,865,976	\$ 50,541,907	23%	

- At the end of the first quarter of fiscal year 2023/24, all departments appear to be tracking closely to budget.
- Administrative Services is trending slightly above budget for the first three months of operations due to Insurance Premiums that are paid at the beginning of the fiscal year.
- Public Works is trending lower than other departments. This low percentage is due mostly to \$9.7 million in budgeted depreciation that is not recorded until the end of the fiscal year.
- Capital Improvements have long-term, multi-year budgets. The City implemented new financial software in April 2023 and the process for automatically carrying forward budgets for capital projects is not currently working as designed. There is significant budget unspent from FY2022/23 that will carry over to FY2023/24 within the next month. Because of the low “Amended Budget” number for Capital Improvements in the chart above, YTD expenditures appear to be trending high. Please refer to CIP Chart above for detailed analysis.
- Non-Departmental budgets include mostly debt service payments and inter-fund transfers. The debt service payments are due periodically throughout the year, and the transfers are generally recorded at fiscal year-end, when operating results are known.

GENERAL FUND REVENUES AND EXPENDITURES

Table 4 – General Fund Revenues

FY2023/24 General Fund Revenues						
	Original Budget		Amended Budget		Year-to Date Actuals	%
Property Tax	\$	16,325,332	\$	16,325,332	\$ -	0%
Sales Tax	\$	29,142,413	\$	29,142,413	\$ 2,114,703	7%
Other Taxes (TOT)	\$	1,999,485	\$	1,999,485	\$ 271,515	14%
Franchise Fees	\$	2,835,501	\$	2,835,501	\$ 383,296	14%
Licenses/Permits	\$	2,447,144	\$	2,447,144	\$ 776,190	32%
Fines/Forfeitures	\$	218,890	\$	218,890	\$ 28,297	13%
Service Charges	\$	768,223	\$	768,223	\$ 391,738	51%
Motor Vehicle In Lieu	\$	6,750,972	\$	6,750,972	\$ -	0%
Intergovernmental	\$	311,151	\$	311,151	\$ -	0%
Lease/Interest Income	\$	636,888	\$	636,888	\$ 58,121	9%
Miscellaneous	\$	3,980,235	\$	3,980,235	\$ 978,516	25%
Transfers	\$	-	\$	-	\$ -	0%
Total General Fund	\$	65,416,234	\$	65,416,234	\$ 5,002,377	8%

- Through the end of the first quarter of FY2023/24, General Fund revenues are \$5.0 million or 8% of the amended budget.
- The City will not receive the first installment of property tax payments until January 2024. Information received from Yolo County indicates that the total assessed value increased by 5.7% from the prior year; the FY2023/24 budget assumed a 4.5% growth factor.
- A small portion of Sales Tax payments or 7% of the amended budget has been received through the month of September 2023. YTD revenues are based on just one payment received for the fiscal year. Projections for fiscal year activity are closely monitored by staff and will be updated with midyear projections.
- Licenses and Permit revenue is trending higher than most categories due to housing and commercial development activity that is generally higher during the summer months.
- The Motor Vehicle In Lieu revenues are received in conjunction with the City's property tax revenues, which do not get distributed until January and May. These revenues trend in line with changes to assessed value, therefore the annual change will be consistent with the property tax information noted above.

- Intergovernmental revenue includes grant reimbursements that are collected later in the fiscal year.
- Lease and Interest Income revenue was at \$58,121 or 9% of the amended budget due to cell tower lease revenue and electronic billboard revenues received. Most of the budget in this category is from interest earned on citywide investments, which will not be allocated until the end of the fiscal year.

Table 5 – General Fund Expenditures by Category

FY2023/24 General Fund Expenditures					
	Original Budget		Amended Budget		Year-to Date Actuals %
Personnel	\$	37,820,114	\$	37,820,114	\$ 8,635,194 23%
Supplies & Services	\$	8,259,521	\$	13,261,706	\$ 998,289 8%
Education & Training	\$	326,866	\$	330,857	\$ 52,486 16%
Capital Expenditures	\$	-	\$	333,534	\$ 167,136 50%
Non-Discretionary	\$	8,175,831	\$	8,254,421	\$ 1,912,073 23%
Operating Transfers	\$	13,104,827	\$	13,104,827	\$ - 0%
Total All Categories	\$	67,687,159	\$	73,105,460	\$ 11,765,178 16%

- Through the first quarter of FY2023/24, General Fund expenditures (not including encumbrances) total \$11.77 million or 16% of the amended budget.
- Personnel costs are trending to be on target with budget, at 23% of amended budget through the first quarter.
- Supplies & Services/Education & Training expenses are on target with the amended budget through the first quarter. Expenses within these categories vary depending on when services are needed and when training takes place.
- Capital Expenditures are at 50% of the amended budget with some equipment purchases and facility improvement projects that have not yet been completed.
- Operating Transfers consist primarily of the transfer of Measure F and Measure R sales taxes received to the capital projects fund, transfer of funds set aside for the Southeast Area Pool project, as well as the annual subsidy for the Storm Drain and Cemetery

operations and the annual contribution to pre-fund other post-employment benefits. Fund transfers are typically recorded toward the end of the fiscal year, when more accurate information is available regarding required transfer amount.

Table 6 – General Fund Expenditures by Department

FY2023/24 General Fund Expenditures					
	Original Budget	Amended Budget	Year-to Date Actuals	%	
Administrative Services	\$ 4,298,624	\$ 5,315,504	\$ 809,691	15%	
Community Development	\$ 3,848,939	\$ 5,224,211	\$ 868,059	17%	
Community Services	\$ 6,004,522	\$ 6,553,056	\$ 1,673,649	26%	
Police	\$ 24,178,103	\$ 24,424,775	\$ 4,606,281	19%	
Fire	\$ 13,888,845	\$ 14,314,143	\$ 3,112,532	22%	
Library	\$ 1,700,733	\$ 1,906,864	\$ 434,547	23%	
Public Works	\$ 778,873	\$ 780,954	\$ 170,954	22%	
Non-Departmental	\$ 12,988,520	\$ 14,585,952	\$ 89,464	1%	
Total All Departments	\$ 67,687,159	\$ 73,105,460	\$ 11,765,178	16%	

- After the first quarter of FY2023/24, most departments appear to be tracking in line with the amended budget; amounts and will continue to be monitored and updated throughout the year.
- Non-Departmental expenditures consist primarily of the transfer of Measure F and Measure R sales taxes received to the other funds, as well as the subsidy for the Storm Drain and Cemetery operations. The expenses in this category are typically recorded toward the end of the fiscal year, when more accurate information is available regarding the transfer actually required.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.11
SUBJECT: Authorization of Additional Purchase Authority for Magnesium Hydroxide for the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to increase the Water Pollution Control Facility's purchase of magnesium hydroxide from Hill Brothers Chemical Company by \$60,000 to a total of \$314,000 for fiscal year 2023/24.

Staff Contact:

Shane Carlsen, Treatment Plant Superintendent, (530) 661-2054,
shane.carlsen@cityofwoodland.org.

Council Goal:

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact:

The fiscal year (FY) 23/24 Water Pollution Control Facility (WPCF) budget includes \$254,000 for the purchase of magnesium hydroxide (MgOH). Although funding is available in the budget, staff needs additional purchasing authority of \$60,000 in FY24 to align the contract with anticipated expenditures. No additional funds are being requested; this request is only to increase the spending authority.

Background:

Activities at the WPCF are governed by the City's National Pollutant Discharge Elimination System permit enforced by the Regional Water Quality Control Board. Dosing the effluent with MgOH adjusts the Ph and creates the environment for efficient biologic digestion of waste, and is essential in maintaining an acceptable final effluent quality.

Hill Brothers is one of the few local manufacturers who can supply MgOH in the required quantities. Rather than go through a distributor who marks up the commodity, the City entered into a long-term contract directly with Hill Brothers in 2019 to supply MgOH at an agreed upon price.

Discussion:

Although the price of the MgOH is determined by the contract, the ultimate cost of chemicals to the WPCF is difficult to forecast because the demand varies depending on the effluent chemistry and flow. When the city was supplied with ground water, significantly less MgOH was necessary to maintain proper Ph in the effluent. Since the transition to surface water, plant processes continue to evolve and staff is working to achieve a new equilibrium.

Past experience provides some indication of how much MgOH will be required in a year, but that amount fluctuates. In recent Fiscal Years (FY) the plant has required supplements to the anticipated allowance for MgOH. In FY19 it was \$38,000, FY21 was \$36,000, FY22 was \$53,000 and we are now requesting \$60,000 for FY24.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to increase the Water Pollution Control Facility's purchase of magnesium hydroxide from Hill Brothers Chemical Company by \$60,000 to a total of \$314,000 for fiscal year 2023/24.

Prepared by: Shane Carlsen, Treatment Plant Superintendent.

Reviewed by: Craig Locke, Public Works 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. Hill Bros Goods Purchase Agreement 2019
2. MgOH Funding Augmentation Reso

**CITY OF WOODLAND
GOODS PURCHASE AGREEMENT**

This Goods Purchase Agreement ("Agreement") is entered into this 21th day of October, 2019, by and between the City of Woodland, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at a municipal corporation organized under the laws of the State of California with its principal place of business at 42929 County road 24, Woodland, CA 95776 ("City"), and Hill Brothers Chemical Company, a CORPORATION with its principal place of business at 3000 East Birch Street #108, Brea CA 92821 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Contractor also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Contractor agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Contractor during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Goods by City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Contractor will be liable for any loss or damage to the Goods and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Goods which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such

Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Contractor shall remain with Contractor until such Goods has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Contractor's own cost, expense, and risk. Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Goods, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the

Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Contractor at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Goods by written notice to Contractor. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Goods by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,
2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and
3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon

determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Woodland

42929 county road 24

Woodland, CA 95776

Attn: WPCF / Shane Carlsen

CONTRACTOR:

Frank Alari

California Sales Manager

Hill Brothers Chemical Company

3000 East Birch Street #108

Brea, CA 92821

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the Goods.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

SIGNATURE PAGE FOR GOODS PURCHASE AGREEMENT

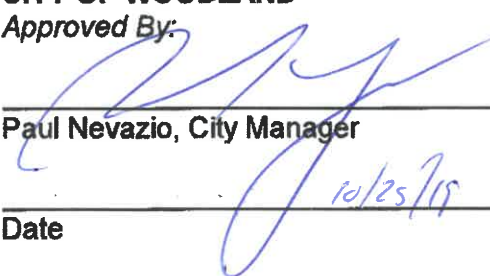
BETWEEN THE CITY OF WOODLAND

AND HILL BROTHERS CHEMICAL COMPANY

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

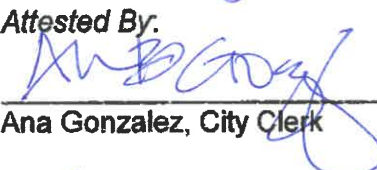
CITY OF WOODLAND

Approved By:

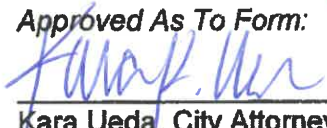

Paul Nevazio, City Manager

Date

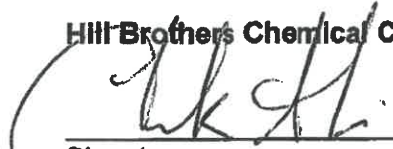
Attested By:


Ana Gonzalez, City Clerk

Approved As To Form:


Kara Ueda, City Attorney

Hill Brothers Chemical Company


Signature

Frank Alari

California Sales Manager

Date

10/23/19

EXHIBIT "A"
GOODS SPECIFICATIONS

PURCHASE SPECIFICATION

FOR

**TECHNICAL GRADE AQUEOUS SUSPENSION OF TECHNICAL GRADE MAGNESIUM
HYDROXIDE SLURRY DERIVED FROM CALCINED MAGNESIUM OXIDE**

FOR WASTEWATER TREATMENT PLANTS

1) PRODUCT SPECIFICATIONS AND MATERIAL REQUIREMENTS

a) Product Specifications

1. The Contractor shall ***at a minimum*** meet the following specifications in Table 1A directly below as well as the Technical Material Requirements in section b) below. The Contractor shall provide ***with the bid submittal*** written specifications for the product bid that meet the minimum specifications listed in Table 1A below:

Table 1A:

	Typical	Maximum	Minimum
Slurry Basis			
Mg(OH) ₂ contained lb/gal	7.7	8.0	7.3
Dry Solids Basis			
MgO, wt%	93.0		88.0
CaO, wt%	3.5	4.0	
SiO ₂ , wt%	1.5	3.5	
Fe ₂ O ₃ , wt%	.50	.60	
Median Particle Size, Micron	6.0	12.0	
Specific Surface Area, m ² /g	16	25	12
Lbs Alkalinity/Gallon	13.3	13.7	12.6
Caustic Magnesia Activity/Sec	75	135	
% Passing 325 Mesh Sieve	99.2	100	98.0
Stabilized Residual Test, Grams*	16.0	24.0	
NaOH Equivalent	1 lb Equivalent to .73 lb Mg(OH) ₂		
CaCO ₃ Equivalent	1 lb Equivalent to .59 lb Mg(OH) ₂		
Physical Properties:			
Density, lbs/gal	12.90		12.71
Solids, Weight Percent %	60	62	58
Viscosity, cps*	150	500	100
*TP-112 14 Hour Stability Residual Test			
*Brookfield RVT Viscometer #3 spindle @ 100 rpm, 60 seconds at 70°F			

b) Material Specifications and Requirements

1. To be considered, the technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide must also meet the following specifications, which shall be confirmed by a written analysis. Bid submittal will not be considered complete without requested documentation and *must be provided with the bid submittal*:

- (i) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide must be produced and derived from highly reactive calcined magnesium oxide utilizing a wet milling process for consistent product sizing, uniformity, reactivity and highest purity. This requirement is utilized to provide consistent performance, better dispersion and suspension stability. Magnesium hydroxide slurry produced or derived from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime/calcium carbonate-enhanced versions of the former are not compliant with this bid. Proof of origination of the technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall require ***the contractor to provide a written description of the method confirming how the technical grade magnesium hydroxide slurry is derived from highly reactive calcined magnesium oxide with the bid submittal.***
- (ii) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide must be produced and derived from highly reactive calcined magnesium oxide that originates and is manufactured in the United States. Proof of origination of the technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide ***shall require the contractor to provide the written street address, town, state, zip code, contact name and contact name telephone number at the manufacturing location address with the bid submittal.***
- (iii) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a minimum Mg(OH)₂ dry weight percent purity of 88.0% or greater to insure high grade consistency, sufficient surface area and reactivity within the municipal wastewater. ***Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory with the bid submittal.***

- (iv) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a minimum 7.3 pounds per gallon of a minimum 88.0% Mg(OH)₂ dry weight percent purity to insure a minimum reactive solids content per gallon, consistent sufficient surface area and reactivity within the municipal wastewater. **Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory with the bid submittal.**
- (v) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a median particle size no greater than 12.0 microns in order to insure sufficient surface area and reactivity within the municipal wastewater. **Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory with the bid submittal.**
- (vi) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a specific surface area, m²/g of no less than 12 square meters per gram in order to insure sufficient surface area and reactivity within the municipal wastewater. **Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory with the bid submittal.**
- (vii) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a Caustic Magnesia Activity/Sec no greater than 135 seconds in order to insure sufficient surface area and reactivity within the municipal treatment plant. **Contractor shall confirm this requirement by providing written analysis with the bid submittal.**
- (viii) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall have a Stabilized Residual Test result in grams of less than or equal to 24 grams to prevent feed tank handling and wastewater treatment plant problems associated with instability of low grade magnesium hydroxide slurry produced from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime-enhanced versions of the former. **Contractor shall confirm this requirement by providing written analysis with the bid submittal.**
- (ix) The technical grade magnesium hydroxide slurry derived from highly reactive calcined magnesium oxide shall be capable of cost effectively providing non-carbonate alkalinity for biological treatment plant processes. The percent by weight of the

Contractor's magnesium hydroxide slurry shall not exceed 4.0% by weight of CaO. This requirement is to prevent water softening and to prevent the precipitation of magnesium and calcium that results in sludge production, calcium scaling and reduced reactivity / reduced available alkalinity. ***Contractor shall confirm this requirement by providing written analysis performed by certified 3rd party laboratory with the bid submittal.***

EXHIBIT "B"
DELIVERY SCHEDULE

Delivery of Magnesium Hydroxide (Thioguard) will be on an as needed basis, typically every 4-5 weeks dependent on demand and dose of product. Delivery is expected 2-6 business days after the City of Woodland/WPCF requests product delivery, as this is time sensitive delivery because of the possibility to cause a violation at the treatment plant should the WPCF facility run out of Thioguard.

EXHIBIT "C"
FEE SCHEDULE

The pricing, effective November 1, 2019 will be \$2.73/gallon. This is delivered pricing for full truckloads (approx.. 4000 gallons). This price will be firm through October 31st 2020. Thereafter, we will offer pricing not to exceed 3% for the next two years on the same calendar. The 3% is a maximum and will only increase based on cost increases we incur.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZE
ADDITIONAL PURCHASE AUTHORITY OF MAGNESIUM HYDROXIDE FOR THE WATER
POLLUTION CONTROL FACILITY**

WHEREAS, the City of Woodland's Water Pollution Control Facility operations are governed by a National Pollutant Discharge Elimination System permit enforced by the Regional Water Quality Control Board; and

WHEREAS, Magnesium Hydroxide is required to create an environment that allows for the biologic digestion of the waste to meet the permit requirements; and

WHEREAS, the amount of Magnesium Hydroxide necessary to run the plant varies with the effluent chemistry and volume and is difficult to forecast; and

WHEREAS, in previous years the Woodland City Council has approved both budget augmentations and increases in spending authority to provide additional Magnesium Hydroxide when needed; and

WHEREAS, in the current fiscal year the augmentation request is only for increased authority due to projected savings in coagulant; and

WHEREAS, since the projected savings offset the increase in Magnesium Hydroxide, additional funds are not being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The above recitals are true and correct and adopted herein by this reference.

SECTION 2. That the City Council hereby authorizes the City Manager to increase expenditures for Magnesium Hydroxide at the Water Pollution Control Facility by \$60,000 for a total of \$314,000.

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.12
SUBJECT: CityWorks License Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into a five-year agreement for the purchase of CityWorks software licenses in the amount of \$377,018.88.

Staff Contact:

Craig Locke, Public Works Director, 530-661-5899, craig.locke@cityofwoodland.org

Fiscal Impact:

The annual cost for the CityWorks license was \$71,000 for 2023, which is paid for by various funds in the City. These license fees, which allow the City to continue using the software, will remain at \$71,000 per year for 2024 and 2025, increasing to \$74,550 for 2026, \$78,277.50 in 2027 and \$82,191.38 in 2028. This represents an average increase of about 3% per year.

Background:

The City has been utilizing the CityWorks software to track work orders and manage workload since 2002. The program is really an asset management platform that includes management of service requests, work orders, and assets. The City of Woodland and its staff are nationally recognized for their implementation of the Cityworks platform, which includes utilizing CityWorks APIs (Application Programming Interfaces) to create customized workflows and tools.

IT staff has developed, using the CityWorks APIs, several applications and interfaces to facilitate cross-departmental communication. For example, the Finance department and Public Works staff can manage, in real time, the monthly utility shutoffs. Since 2020, IT has also been maintaining an interface between ESRI's Citizen Reporter application and CityWorks, so staff from Public Works, Community Development, and the Police Department can manage citizen requests in a centralized location. CityWorks recently determined that all the work done by IT staff to develop the add-ons for ease of use and improved performance will now require API licenses, and failure to purchase the licenses would put the City out of compliance with our agreement.

Staff determined what steps were necessary to become compliant and concluded it was the proper path given the City's previous investment in programming time, training staff, and other efficiencies these applications provide. The City recently transitioned from purchasing individual API licenses for custom applications to purchasing the Premium Enterprise License Agreement (ELA), which gives the City access to everything that CityWorks has to offer. The cost difference was negligible, and the Premium ELA provided the City with additional advantages.

To obtain the best pricing, the staff recommends entering into a five-year agreement with CityWorks for continued use of the software.

Discussion:

The City has a long history of using the CityWorks program and is a premier user of CityWorks. City staff is well trained in using the program and all of the customization created internally. The program is not just utilized by Public Works, it is also utilized by Code Enforcement and PD.

Essentially, CityWorks serves as a platform underlying the City's GIS system. It tracks locations and type work done; cleaning up homeless activity and blight, sanitary sewer overflows, and leaking and broken water pipes. This data is then used to prioritize repairs and larger CIP projects. CityWorks is being used to manage facility improvements and preventative maintenance. Public Works is examining migrating the fleet division onto this platform, which will result in savings when the existing fleet management program, Fastr, is no longer needed.

The Purchasing Officer and the authorized contracting party, with the approval of the City Manager, has determined that it is in the best interest of the City and its administrative operations to dispense with public bidding for this non-public project, and that the software is a necessary item only available from a single source and therefore a competitive market does not exist and no competitive advantage will be gained by the public bidding process, and therefore recommends that the City Council by awarding the contract ratify these findings.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into a five-year agreement for the purchase of CityWorks software licenses in the amount of \$377,018.88.

Prepared by: Craig Locke, Public Works Director



Ken Hiatt
City Manager

Attachments:

1. 23.11.21 - CityWorks Resolution
2. CityWorks Proposal and Terms of Service

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO
APPROVE ENTERING INTO THE CITYWORKS LICENSE AGREEMENT**

WHEREAS, the City of Woodland (“City”) requires software to manage the maintenance replacement and repair of numerous physical assets within its jurisdiction; and

WHEREAS, the City has a long and successful track record with using the CityWorks software; and

WHEREAS, due to staff’s familiarity with the CityWorks software they can efficiently use resources and manpower to address maintenance and operations; and

WHEREAS, the maintenance and operation of City systems increases in complexity every year; and

WHEREAS, the software tracking the City systems must also increase in complexity to keep track of new variables and provide more information; and

WHEREAS, the cost for this service increases as a result of increased development time and capabilities for the software; and

WHEREAS, the City Council wishes to approve the above mentioned license agreement and authorize its execution through the adoption of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2: The City Council hereby approves City Manager to enter into a 5 year license agreement with CityWorks for \$\$377,018.88 for continued usage of the CityWorks system.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 21st day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Azteca Systems, LLC, a Trimble company 11075 South State, Suite 24, Sandy, Utah 84070
Customer Entity Name ("Customer") and Address:	Woodland (CA), City of 300 1st St Woodland, CA 95695
Billing Contact Name and E-Mail Address:	Scott Grasso (530) 661-7971 scott.grasso@cityofwoodland.org
Initial Term:	11/14/2023 - 11/13/2028
Miscellaneous:	<i>Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i>

Licensed Software:

Description	Number of Authorized Users	Annual Term	Total
Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products: Office Respond Mobile Native Apps (for iOS/Android) --Includes the following Add-ons: Storeroom Equipment Checkout Contracts Cityworks for Excel Cityworks Analytics for AMS eURL (Enterprise URL) Operational Insights Workload Web Hooks OpX Projects OpX Contracts OpX Budgets CCTV Interface for PACP Pavement Management Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available	Unlimited	Year 1: 11/14/2023 - 11/13/2024	\$ 71,000.00
		Year 2: 11/14/2024 - 11/13/2025	\$ 71,000.00
		Year 3: 11/14/2025 - 11/13/2026*	\$ 74,550.00
		Year 4: 11/14/2026 - 11/13/2027	\$ 78,277.50
		Year 5: 11/14/2027 - 11/13/2028	\$ 82,191.38

Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners			
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations			
Workgroup Server PLL Essentials 5 Named Logins for: Office	5 Named Logins		

All Licensed Software is for the indicated term and not perpetual. Annual fee herein is based on 50,001 - 100,000 population range. Trimble reserves the right to adjust the annual fee accordingly to align with the Customer's actual population range.

**Renewal increase included to reflect client request for a new 5-year term*

Addendums:

1. Terms of Service
2. Supplemental Product Terms
3. Support

TERMS AND CONDITIONS

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. Annual Renewals; Additional Software Products and Licenses. This Order will automatically renew for subsequent 12 month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term. Additional Software Products & Licenses may be added to this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.

3. Payment Terms. All fees are due net 30 from the date of the Trimble invoice. *Trimble will invoice the Year 1 Annual Term upon execution of this Order and Years 2 through 5 each renewal hereof.*

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) five percent (5%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made. Trimble will use commercially reasonable efforts to notify Customer of the new pricing no later than sixty (60) days prior to the expiration of the prior term.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:	TRIMBLE:
Signature:	Signature:
Print Name:	Print Name: George Mastakas
Title:	Title: Vice President
Date:	Date:

Addendum #1

Terms of Service v5.1 (O&PS)

These Terms of Service (this “**Agreement**”) are entered into by and between (a) the “Trimble” entity identified on an Order or SOW and (b) the “Customer” entity identified on an Order or SOW (“**Customer**” or “**you**”). Certain capitalized terms are defined in Exhibit B and others are defined contextually in this Agreement.

The Order may also be subject to supplemental product terms and conditions referenced in the applicable Order (“**Supplemental Product Terms**”). This Agreement consists of the terms and conditions set forth below and any applicable Supplemental Product Terms, Support Terms, Order, and SOW. Any conflict or inconsistency will be resolved in the following order of precedence: (1) the Order, (2) the Supplemental Product Terms, (3) the body of this Agreement, (4) the Support Terms, and (5) the SOW.

The “**Effective Date**” of this Agreement means the effective date stated on the Order, or if there is no Order, then the date that the Products are first made available to Customer. This Agreement will govern Customer’s initial purchase(s) as well as any renewals thereof (unless different terms are specified upon renewal).

If you are accessing or using Products on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. All references to “you” reference your company. **BY SIGNING AN ORDER OR SOW OR INSTALLING, ACCESSING, OR USING ANY PRODUCTS THAT ARE SUBJECT TO THIS AGREEMENT, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.**

1. Products.

1.1 Product Types. The following provisions apply to the applicable Product type, as set forth in the Order.

(a) Software-as-a-Service. For Products that are deployed as Software-as-a-Service, as set forth in the Order, subject to the terms of this Agreement, Customer may access and use the Products during the Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Supplemental Product Terms, and this Agreement.

(b) Licensed Software. For Products that are Licensed Software for deployment on premises or on a device, as set forth in the Order, subject to the terms of this Agreement, Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during the Term, to install, copy, and use the Licensed Software on systems or devices under Customer’s control only for its internal business purposes in accordance with the Documentation, Usage Limitations, any applicable Supplemental Product Terms, and this Agreement. Licensed Software is licensed, not sold.

(c) Hosting Services. For Products that are Licensed Software, but are deployed through hosting services delivered by Trimble, as set forth in the Order, the Products are subject to the terms and conditions applicable to Licensed Software.

1.2 Authorized Users and Administrators.

(a) Only Authorized Users may access or use the Products. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users’ compliance with this Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use a Product on Customer’s behalf, Customer will promptly de-activate such Authorized User’s access. Only if expressly permitted under the applicable Order or Supplemental Product Terms, Customer may transfer Authorized User status from one individual to another at any time, provided that use of the Products by its Authorized Users in the aggregate remains within any applicable Usage Limitations. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

(b) If a Product permits administrator access, as described in the Documentation, Customer may designate one or more Authorized Users to be administrators (each an “**Administrator**”) with control over Customer’s account, including management of Authorized Users and Customer Data, as described in the Documentation. Customer is fully responsible for its choice of Administrators and any actions they take with respect to the Products. Trimble’s responsibilities do not extend to the internal management or administration of the Products for Customer.

1.3 API Access and Customer Applications.

(a) API. Products may include one or more application program interfaces (“**API(s)**”) that allow Customer to develop applications, code, or services that communicate with the Products (collectively, “**Customer Applications**”). Such APIs, if any, may be available upon request. Customer may use an API only if such use is authorized in the Documentation or otherwise in writing by Trimble. Use of APIs

may be subject to additional terms and conditions. Trimble may modify APIs from time to time, and Trimble is not responsible for the compatibility of any such modifications with Customer Applications.

(b) Use of Customer Applications. If use of an API is authorized, subject to the terms of this Agreement and in compliance with the applicable Documentation, Customer may develop Customer Applications for use solely by Customer's Authorized Users. Customer will not develop Customer Applications for the benefit of, or distribute Customer Applications to, any third party. Customer assumes all risk and liability regarding the development or use of any Customer Applications. Other customers or Trimble itself may independently develop applications similar to Customer Applications.

1.4. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Products to a third party; (b) use the Products on behalf of, or to provide any product or service to, third parties; (c) use the Products to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Products, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Products or copy any element of the Products (other than in connection with making copies of Licensed Software authorized under this Agreement); (f) remove or obscure any proprietary notices in the Products; (g) publish benchmarks or performance information about the Products, except to the extent expressly permitted by Law; (h) interfere with the Products' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Products; (i) transmit any viruses or other harmful materials to the Products; (j) submit to the Products any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Products to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Products to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; or (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Product Terms, or the Documentation, use or host any Licensed Software in a virtual server environment.

1.5 Trials and Betas. If Customer receives access to the Products or any features thereof on a free or trial basis or as an alpha, beta, or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation to determine whether to purchase a license or subscription to the Product during the period designated by Trimble (or if not designated, 30 days). If Customer purchases a license or subscription to the Products, this Agreement will apply to Customer's use unless otherwise specified in the applicable Order. Trials and Betas are optional and Trimble may cease offering Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. If the Products include a mechanism that limits access to Trials and Betas, Customer will not attempt to circumvent any such mechanism or restriction. **Notwithstanding anything else in this Agreement: (a) Trimble has no obligation to retain Customer Data used with Trials and Betas; (b) Trimble provides the Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; and (c) Trimble's liability for Trials and Betas will not exceed US\$50.**

1.6 Educational Versions. Notwithstanding the foregoing, for any version of the Products designated as "educational," or a similar term, Customer may use the Products solely for educational purposes (i.e., by an instructor or a student at an educational institution and while engaged in educational work). Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

1.7 Internet Connection. Products may require an active Internet connection or other means of electronic communications to operate, which are not the responsibility of Trimble.

1.8 Delivery and Deployment. Products, Documentation, and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which a Product and License Key, if any, are first made available to Customer. Products may gather and transmit to Trimble license compliance and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Products. Trimble may use the foregoing information to validate the authenticity of Customer's license to the Products, to register Customer's Products, for license metering, and to protect Trimble against unlicensed or illegal use of the Products.

2. Data Rights.

2.1 Data Usage and Ownership

(a) Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Products, Support, and Professional Services to Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to this Agreement or any written consent or instructions of Customer; and, (iii) on a perpetual basis: (A) to create, use, and disclose Anonymized Data for any purpose and (B) subject to Trimble's confidentiality obligations in Section 13 (Confidentiality) and all applicable Data Protection Legislation, to use Customer Data to develop, maintain, and improve the Products and any other products, software, and services of Trimble or its Affiliates.

(b) Except for Trimble's use rights set forth in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Data. Trimble owns all right, title, and interest in Anonymized Data (including, without limitation, any and all intellectual property rights).

(c) Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Documentation, Order, Supplemental Product Terms, or the parties agree otherwise in writing.

(d) In the event of any conflict between the terms of Section 13 (Confidentiality) and this Section 2.1 (Data Usage and Ownership), the terms of this Section 2.1 (Data Usage and Ownership) will control.

2.2 Personal Information and Data Protection.

(a) All applicable laws, rules, and regulations relating to privacy and data protection, including GDPR and CCPA (as defined below), are referred to as "**Data Protection Legislation.**" "**Personal Information**" is defined as in the applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (i) provided by Customer or on its behalf as required for and in connection with the normal use and operation of Products or (ii) automatically collected through the Products on Customer's behalf. "**Applicable,**" in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such laws that Customer notifies Trimble in writing of that apply to the parties.

(b) Each party will comply with all applicable requirements of the Data Protection Legislation that applies to it. This Section 2.2(b) is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the applicable Data Protection Legislation.

(c) Without prejudice to the generality of Section 2.2(b), Customer will ensure that it has all necessary and appropriate consents and notices in place (i) to enable lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (ii) to enable Trimble to lawfully use, process, and transfer the Personal Information in accordance with this Agreement, including on the Customer's behalf.

(d) The parties acknowledge that: (i) if Trimble processes any Personal Information hereunder, it is on the Customer's behalf when performing its obligations under this Agreement and (ii) the Personal Information may be transferred, stored, and/or accessed from outside of the country where the Customer's principal place of business is located in order to provide the Products or to otherwise perform any of Trimble's other obligations under this Agreement.

(e) If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom ("**GDPR**"), then, at the request of Customer, the parties will execute an applicable data processing addendum.

(f) If the processing of Personal Information by Trimble is subject to the California Consumer Privacy Act of 2018 (Title 1.81.5, §1798.100 et. seq.) ("**CCPA**"), then the terms of this clause (f) apply, and capitalized terms shall have the meanings afforded to them under the CCPA unless otherwise stated. In connection with a Verifiable Consumer Request by a Consumer pursuant to an exercise of rights under CCPA related to Personal Information, (i) Trimble is Customer's Service Provider; (ii) Customer (and not Trimble) will respond to such request; and (iii) if necessary, in connection with such request, Customer will utilize the tools and information provided or made generally available by Trimble, such as Trimble's online portals or APIs and Documentation regarding Trimble's products, software, and services. To the extent such tools do not enable Customer to respond to a Verifiable Consumer Request, upon Customer's request, Trimble will provide reasonable assistance with respect to Personal information in Trimble's systems that is required for Customer's response to such request. Trimble will not retain, use, or disclose Personal Information for any purpose other than as expressly permitted under this Agreement or as otherwise permitted under CCPA. A Verifiable Consumer Request to delete Personal Information will not require Trimble to delete Personal Information required to provide Customer with the Products (as defined in this Agreement), which includes any of Trimble's Service Provider(s) acting on Trimble's behalf to provide the Products (as defined in this Agreement); provided, however, that such service provider(s) do not have a separate right to Sell or otherwise use Customer's Personal Information other than as required for Trimble's Business Purposes.

3. Customer Obligations.

3.1 Compliance with Laws. Customer is responsible for complying with all Laws in its use of the Products and any results derived from the Products.

3.2 No High Risk Activities. Customer will not use the Products for High Risk Activities. Customer acknowledges that the Products are not intended to meet any legal obligations for High Risk Activities.

3.3 No Prohibited Data. Customer will not use the Products with Prohibited Data. Customer acknowledges that the Products are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

3.4 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Products and grant Trimble the rights in Section 2.1 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data.

4. Suspension of Access to Products. Trimble may suspend Customer's access to the Products, Support, and/or Professional Services, without liability, and in whole or in part, if (a) Customer breaches Section 1.4 (Restrictions) or Section 3 (Customer Obligations); (b) Customer's account is 10 days or more overdue; or (c) Customer's actions risk harm to other customers or the security, availability, or integrity of the Products. Where practicable, Trimble will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Trimble will promptly restore Customer's access to the Products in accordance with this Agreement.

5. Certain Product Features. The following provisions apply to the extent applicable to the Products.

5.1 Devices. The Products may be compatible with or require use of a device ("**Device**"). Compatible Devices are specified in the applicable Documentation. Trimble makes no warranties regarding the operation of any Device or continued compatibility of a Product with any such Device. Customer is solely responsible for the configuration and operation of the Device. The results obtained through a Product may be affected by, and Trimble will have no liability for, the compatibility, placement, configuration, or operation of the Device, weather or other environmental conditions, color or composition of materials being scanned, or other factors outside of Trimble's control.

5.2 Use with Other Trimble Products. The Products may allow Customer to connect with other products or services made available by Trimble. Use of such other products or services that are not part of the Products may require payment of a separate fee and are governed by those products or services' respective terms of service, end user license agreement, or other agreement, and not by this Agreement.

5.3 Scripts. The Products may allow Customer to input and/or develop custom scripts, macros, and commands (collectively, "**Scripts**") that control the operation of the Products. Scripts may be available for download or purchase from Trimble or third parties, or created by Customer. Unless otherwise specified by Trimble in writing, Scripts are not part of the Product. Customer's development and use of any Scripts are solely at its own risk. To the extent any Scripts are provided by a third party, such Scripts will be deemed to be Third-Party Materials, and may be subject to Third-Party Terms.

5.4 Third-Party Materials. The Products may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Products. To the extent specified by Trimble (including in any Supplemental Product Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Products that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Products in accordance with this Agreement.

5.5 Open Source. The Products may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or Supplemental Product Terms, or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of this Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of this Agreement.

5.6 Content Subscriptions. This Section applies if the Product makes available Third-Party Materials as a data or content subscription ("**Subscription Content**"). If Customer has a separate agreement with Trimble or the applicable third party in place regarding the use of Subscription Content ("**Subscription Content Agreement**"), then such Subscription Content Agreement governs the use of Subscription Content accessed through the Product, but not the use of the Product itself, which will be governed by this Agreement. If no Subscription Content Agreement is in place, then, unless otherwise authorized by Trimble in writing, such Subscription Content may only be used solely for Customer's internal purposes during the applicable Term and only when accessed pursuant to a manual end user request. Customer will not: (i) access, extract, or download any Subscription Content, or portions thereof, in batch or mass by any means; (ii) sell, offer to sell, rent, sublicense, or transfer any copies of the Subscription Content, or portions thereof, to a third party or allow a third party to use the Subscription Content; (iii) use the Subscription Content to develop services or products for sale or include any portion of the Subscription Content in any product or service; (iv) use any portion of the Subscription Content to create a competitive service, product, or technology; (v) recreate the Subscription Content or create otherwise a separate database or other repository of Subscription Content; (vi) use Subscription Content to train, augment, or correct another database or information repository; or (vii) make any portion of the Subscription Content available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Subscription Content.

5.7 Third-Party Platforms.

(a) Customer may choose to use a Product with Third-Party Platforms. Third-Party Platforms are not part of the Product. Subject to payment of additional fees, Trimble may host Trimble-approved Third-Party Platforms or integrations to Third-Party Platforms for use in connection with the Products.

(b) Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement, and may enable data exchange between the Products and Third-Party Platform. Trimble does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability, or how the Third-Party Platforms or their providers use Customer Data. If Customer enables a Third-Party Platform with a Product, Trimble may access and exchange Customer Data with the Third-Party Platform on Customer's behalf.

(c) Customer represents and warrants that it shall, and shall require any provider of a Third-Party Platform to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Product and Trimble cloud environment and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time. If Trimble hosts the Third-Party Platform or integration to the Third-Party Platform, Customer represents and warrants to Trimble that Customer has all rights necessary to grant Trimble the right to host the Third-Party Platforms on its behalf.

5.8 Third-Party Application Stores.

(a) Purchase from Application Store. If Customer obtains the Product through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All Fees are non-refundable once paid. Customer's download of the Product may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Product.

(b) Apple-Specific Terms. If Customer downloaded the Product from Apple Inc.'s ("**Apple's**") Application Store, the following terms are part of this Agreement:

(i) This Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of this Agreement and will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third-party beneficiary.

(ii) To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Product, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Product.

(iii) As between Trimble and Apple, Trimble is solely responsible for the Product and for addressing any claims Customer or any third parties have about the Product or Customer's possession or use of the Product, including without limitation (A) product liability claims; (B) any claim that the Product fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Product or Customer's possession or use of the Product infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6. **Support and Professional Services.**

6.1 Support. During the Term, Trimble will provide support and/or maintenance for the Products ("**Support**" or "**Software Assurance**") in accordance with the service level commitments specified on the applicable Order or the Supplemental Product Terms, if any ("**Support Terms**").

6.2 Professional Services. Trimble will provide Professional Services related to the Products as specified on the Order or a statement of work or work order ("**SOW**") signed or accepted by Customer. Professional Services are subject to the terms and conditions set forth in Exhibit C and the applicable Order or SOW.

7. **Term and Termination.**

7.1 Initial Term. If Customer purchases a subscription to a Product or a license to Licensed Software for a limited period of time, the duration of the initial term of the Order and this Agreement is set forth in the Order ("**Initial Term**"). Upon the expiration of the Initial Term, the Order and this Agreement shall automatically renew in accordance with Section 7.2 (Renewal Term(s)), unless otherwise set forth in the Supplemental Product Terms or the Order. The Initial Term and any renewal period are collectively referred to as "**Term.**"

7.2 Renewal Term(s). Unless otherwise set forth in the Order, if Customer purchases a termed license or subscription to a Product or Support, upon the expiration of the Initial Term or any renewal Term, the Term shall automatically renew for subsequent term(s) equal in duration to the then-current term, until either party provides written notice to the other party of its intent not to renew at least 30 days before the expiration of the then-current Term.

7.3 Termination. Either party may terminate this Agreement, an Order, or a SOW if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay Fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. Termination of the Agreement will terminate all Orders and any SOWs, unless otherwise stated in the termination notice. Termination of an Order or SOW will not, by itself, terminate this Agreement.

7.4 Effect of Termination. Upon expiration or termination of this Agreement or an Order, Customer's right to use the Products (including its license to any Product) will cease and Customer will immediately cease any and all use of and access to the Products and will delete (or, upon request, return) all copies of any Product. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 2.1 (Data Usage and Ownership)). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

7.5 Survival. These Sections survive expiration or termination of this Agreement: 1.4 (Restrictions), 2.1 (Data Usage and Ownership), 3 (Customer Obligations), 7.4 (Effect of Termination), 7.5 (Survival), 8 (Financial Terms), 9.3 (Disclaimers), 10 (Ownership), 11 (Limitations of Liability), 12 (Indemnification), 13 (Confidentiality), 15 (General Terms), and Exhibit B. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

8. Financial Terms.

8.1 Fees. Fees are as described in the Order or SOW ("**Fees**"). The payment terms for the first invoice for Products or Support will be set forth on the Order. Thereafter, the payment terms for Fees for Products and Support under that Order will be set forth in the invoice. Unless otherwise stated in a SOW or set forth in an invoice, Fees for Professional Services under an SOW are due upon receipt. Trimble may, without limiting Trimble's other rights and remedies, accelerate Customer's unpaid Fees under any Order for any breach of Customer's payment obligations under any Order so that all such obligations become immediately due and payable, including Fees for all unbilled future Fees under any Order.

8.2 Increases. Unless otherwise set forth in the Order, (a) all recurring Fees will be fixed for a period of 12 months from the Effective Date, and (b) thereafter, Trimble may increase recurring Fees once every 12 months during the Term.

8.3 Late Fees. Any amount due under this Agreement that remains unpaid after its due date will bear interest at the lower of 1.5% per month or the maximum rate permitted by Law, calculated from the date such amount was due until the date that payment is received. Customer will pay all costs and expenses of collection (including attorneys' fees) incurred by Trimble collecting any amounts past due under this Agreement. Subject to any mandatory Laws to the contrary, all Fees and expenses are non-refundable.

8.4 Taxes. Customer will pay any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to its Orders or SOWs, whether domestic or foreign ("**Taxes**"), other than Trimble's income tax. Fees and expenses are exclusive of Taxes. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

9. Warranties and Disclaimers.

9.1 Limited Warranty. Unless otherwise specified in the Supplemental Product Terms, and subject to any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period the Products will perform materially as described in the Documentation. The "**Warranty Period**" is (i) 90 days from the Effective Date for Licensed Software deployed on premises or on a device pursuant to Section 1.1(b) and (ii) for the duration of the Term for any (1) Software-as-a-Service made available pursuant to Section 1.1(a) or (2) Licensed Software deployed through hosting services provided by Trimble pursuant to Section 1.1(c).

9.2 Warranty Remedy. If Trimble breaches Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. Trimble will correct such breach by issuing corrected instructions, a restriction, or a bypass, or by replacing the Product. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy and Trimble's entire liability for breach of the warranty in Section 9.1 (Limited Warranty). This warranty does not apply to (a) issues caused by misuse or unauthorized modifications; (b) unsupported versions of Licensed Software; (c) issues in or caused by Third-Party Platforms or other third-party systems; or (d) Trials and Betas or other evaluation use.

9.3 Disclaimers.

(a) **General.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 (LIMITED WARRANTY) OR IN ANY SUPPLEMENTAL PRODUCT TERMS, PRODUCTS, SUPPORT, AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS”. TRIMBLE AND ITS SUPPLIERS MAKE NO (AND HEREBY DISCLAIM ALL) OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN SECTION 6 (SUPPORT AND PROFESSIONAL SERVICES), TRIMBLE DOES NOT WARRANT THAT CUSTOMER’S USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE TRIMBLE’S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE PRODUCTS OR CUSTOMER’S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER’S USE OF THE PRODUCTS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE PRODUCTS AND THE SELECTION OF THE PRODUCTS AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE PRODUCTS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE PRODUCTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

(b) **Customer Applications.** Trimble hereby disclaims any warranty, support, or other obligations with respect to any Customer Applications.

(c) **Scripts.** Subject to mandatory Laws to the contrary, Scripts are provided “AS IS” and Trimble hereby disclaims any warranty, support, or other obligations with respect to any Scripts, including, without limitation, any Scripts provided by Trimble.

(d) **Third-Party Materials and Third-Party Platforms.** Third-Party Materials and Third-Party Platforms are provided “AS IS” and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials or Third-Party Platforms. Trimble and its suppliers make no warranty or guarantee regarding any Third-Party Materials or Third-Party Platforms, including regarding their accuracy or continued availability or compatibility.

(e) **High Risk Activities and Prohibited Data.** Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Products in connection with High Risk Activities or with any Prohibited Data.

10. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Customer’s use rights in this Agreement, Trimble and its licensors retain all intellectual property and other rights in the Products, Documentation, other deliverables and related Trimble technology, templates, formats, and dashboards, including any modifications or improvements to these items made by Trimble. If Customer provides Trimble with any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to a Product (“**Feedback**”), Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. Limitations of Liability. TRIMBLE’S CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THE ORDER, ANY SOW, THIS AGREEMENT, AND THE PRODUCTS OR SERVICES, REGARDLESS OF THE FORM OR THEORY OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO TRIMBLE BY CUSTOMER FOR THE RELEVANT PRODUCT OR SERVICES IN THE PRIOR 12 MONTHS UNDER THIS AGREEMENT. IN NO EVENT WILL TRIMBLE OR ITS SUPPLIERS OR THIRD-PARTY VENDORS HAVE ANY OBLIGATION OR LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, LOSS OF GOODWILL, LOSS OF DATA, OR ANTICIPATED PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT, CUSTOMER’S USE OF OR THE PERFORMANCE OF THE PRODUCTS OR FROM THE SERVICES, OR FOR ANY OTHER REASON, EVEN IF TRIMBLE OR ITS SUPPLIERS OR THIRD-PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT TRIMBLE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

12. Indemnification. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with (a) any Customer Data, or (b) Customer’s breach or alleged breach of Section 3 (Customer Obligations), Section 5.4 (Third-Party Materials), or Section 5.7 (Third-Party Platforms) (each, a “**Claim**”). Trimble will give Customer prompt written notice of any Claim and

will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

13. Confidentiality.

13.1 Definition. "**Confidential Information**" means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Products, Support, or Professional Services. Customer's Confidential Information includes Customer Data.

13.2 Obligations. As a receiving party, each party will use reasonable care to protect the disclosing party's Confidential Information from being disclosed to third parties except as permitted in this Agreement, including, without limitation, in Section 2.1 (Data Usage and Ownership) and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives having a legitimate need to know (including, for Trimble, the subcontractors referenced in Section 15.8 (Subcontractors)), provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section.

13.3 Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using the disclosing party's Confidential Information.

13.4 Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section.

13.5 Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data or Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment.

14. Publicity. Neither party may publicly announce this Agreement except with the other party's prior consent or as required by Law. Trimble may include Customer and its trademarks in Trimble's customer lists and promotional materials but will cease this use at Customer's written request.

15. General Terms.

15.1 Assignment. Trimble may assign this Agreement upon notice to Customer. Customer may not assign or transfer this Agreement (by operation of law or otherwise) without the prior consent of Trimble. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

15.2 Non-Solicitation. During the Term of this Agreement, and for a period of one year following expiration or termination of this Agreement, Customer shall not on its own behalf or on behalf of any third party, solicit, hire, or cause to be hired as an employee or engage or caused to be engaged as an independent contractor any person who was an employee or independent contractor of Trimble, without the prior written consent of Trimble.

15.3 Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered mail (return receipt requested); or (c) one day after dispatch if by an internationally reputable commercial overnight delivery service. If to Trimble, notice must be provided to the address in Exhibit A, with a copy to Trimble Inc., Attn: General Counsel – Important Notice, 935 Stewart Drive, Sunnyvale, CA 94085, USA. If to Customer, Trimble may provide notice to the address Customer provided at registration or on the Order. Either party may update its address with notice to the other party. Trimble may also send general and operational notices to Customer by email or through the Products, including suspension, collection, and termination notices related to overdue Fees.

15.4 Entire Agreement. This Agreement (which includes the Order, any SOWs, any applicable Supplemental Product Terms, and any applicable Support Terms) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. The terms in any Customer purchase order, business form, or other similar documents will not

amend or modify this Agreement and are expressly rejected by Trimble; any of these Customer documents are for administrative purposes only and have no legal effect.

15.5 Amendments. Except as otherwise provided herein, any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Trimble. Documentation and Support Terms are not subject to this Section. Trimble may modify Documentation and Support Terms to reflect new features or changing practices, but the modifications will not materially decrease Trimble's overall obligations during a Term.

15.6 Waivers and Severability. Waivers must be in writing signed by the waiving party's authorized representative and cannot be implied from conduct. Each provision contained in this Agreement constitutes a separate and distinct provision severable from all other provisions. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law or is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, then such provision (or part thereof) will be amended, and is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from this Agreement; and, all the remaining provisions of this Agreement will remain unimpaired.

15.7 Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemics, or natural disaster.

15.8 Subcontractors. Trimble may use subcontractors and permit them to exercise Trimble's rights in connection with this Agreement, including for hosting purposes. Trimble remains responsible for compliance of any such subcontractors with this Agreement and for its overall performance under this Agreement.

15.9 Independent Contractors. The parties are independent contractors, not agents, partners, or joint venturers.

15.10 Export Restrictions. Customer acknowledges that the Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, Laws of any United States, or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Products are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section will survive the termination of this Agreement for any reason whatsoever.

15.11 Anti-Corruption. Each party shall, and shall require that its officers, employees, and agents, (a) comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1997 and the U.K. Bribery Act 2010, each as amended and including any rules or regulations thereunder; (b) not directly or indirectly offer, promise, or give any person working for or engaged by the other party a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; and (c) not directly or indirectly request, agree to receive, or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement.

15.12 Government End-Users. Elements of the Products are commercial computer software. If the user or licensee of the Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

15.13 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any third party except to the extent expressly set forth in this Agreement.

15.14 Governing Law, and Venue. The Agreement is governed exclusively by, and construed and enforced exclusively in accordance with, the laws of the applicable jurisdiction set forth in Exhibit A under "Governing Law" for the applicable Trimble entity without

regard to or application of its conflicts of laws provisions and without regard to or application of the United Nations Convention on the International Sale of Goods. The parties agree that any legal proceeding arising out of or related to this Agreement will be subject to the sole and exclusive jurisdiction and venue set forth in Exhibit A under "Exclusive Venue/Jurisdiction," to the exclusion of all others. Each party irrevocably consents and hereby submits to the personal jurisdiction thereof.

15.15 Jury Trial Waiver. If the Agreement is governed by U.S. law, this Section applies. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

EXHIBIT A

TRIMBLE NOTICE ADDRESS, GOVERNING LAW, AND VENUE/JURISDICTION

Trimble Entity and Notice Address*	Governing Law	Exclusive Venue/Jurisdiction
Trimble Inc. 935 Stewart Drive, Sunnyvale, CA 94085 United States AgileAssets Inc. 3001 Bee Caves Rd #200, Austin, TX 78746 Azteca Systems, LLC 11075 South State Street Suite 24 Sandy, UT 84070 e-Builder Inc. 13450 West Sunrise Blvd Suite 600, Sunrise, FL	Delaware	State of Delaware and United States federal courts located in Wilmington, Delaware
Trimble Europe B.V. Industrieweg 187a, 5683 CC, Best, The Netherlands	The Netherlands	Courts of Amsterdam

**See additional notice address for Trimble in Section 15.3 (Notices).*

EXHIBIT B
DEFINITIONS

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where "ownership" means the beneficial ownership of 50% or more of an entity's voting equity securities or other equivalent voting interests, and "control" means the power to direct the management or affairs of an entity.

"Anonymized Data" means any data collected in connection with the Products (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.

"Authorized User" or **"User"** means any type of user authorized by Customer to access and use the Products on Customer's behalf, including any additional requirements as set forth in the Order or Supplemental Product Terms.

"Concurrent User" means any type of User authorized by Customer to access and use the Products on Customer's behalf simultaneously at a given point in time.

"Customer Data" means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Products or that is created or generated by Customer through Customer's use of the Products, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform.

"Customer Group" means, if applicable, Customer's business units, Affiliates, or Joint Ventures listed in the Order that are permitted to authorize Users to use the Products on behalf of those business units, Affiliates, or Joint Ventures.

"Deliverables" shall mean any Trimble deliverables as expressly set forth on a SOW.

"Documentation" means Trimble's then-current usage guidelines and standard technical documentation applicable to the Products.

"High Risk Activities" mean any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Products could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

"Joint Venture" means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.

"Law(s)" means all applicable local, state, federal, and international laws, regulations, and conventions, including those related to data privacy and data transfer, international communications, and export of technical or personal data.

"License Keys" means electronic passwords or other enabling mechanisms provided for use with a Product.

"Licensed Software" means the object code form of Trimble's proprietary installed software product, as identified in the relevant Order. The Licensed Software includes the Documentation, and any maintenance releases of the same Licensed Software product provided by Trimble to Customer under this Agreement, and optional software component module(s) that provides specific features and functionality enhancements for the Licensed Software not available in the standard configuration of the Licensed Software. Licensed Software does not include Third-Party Materials or Third-Party Platforms.

"Named User" means any type of User designated by Customer by name or other identifier to access and use the Products on Customer's behalf.

"Order" means (a) any ordering documents, proposals, quotations, sales agreement, or similar documents issued by Trimble or executed by Customer or (b) any Trimble-issued entitlement confirmation or online order acknowledgement.

"Product(s)" means the applicable Licensed Software or Software-as-a-Service offerings listed on an Order, including any platforms, add-on, integrations, service, or products provided or sold by Trimble with any of the foregoing.

"Professional Services" means any training, enablement, configuration, or other professional consulting services provided by Trimble related to the Products, as identified in the Order or SOW.

“Prohibited Data” means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (**“HIPAA”**); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); or (c) information subject to regulation or protection under the Children’s Online Privacy Protection Act or Gramm-Leach Bliley Act.

“Software-as-a-Service” means a Trimble proprietary cloud service, any Product available through a software-as-a-service, or other hosting services deployment model, as identified in the relevant Order and as modified from time to time. This includes Documentation, but does not include Third-Party Materials or Third-Party Platforms not provided by Trimble.

“Third-Party Materials” means any third-party data, content, or proprietary software.

“Third-Party Platform” means any platform, add-on, service, or product not provided by Trimble that Customer elects to integrate or enable for use with the Products, including any Trimble-approved Third-Party Platforms that Trimble may host on behalf of Customer.

“Usage Limitations” means Customer’s authorized scope of use for the Products as specified in the applicable Order or Supplemental Product Terms, which may include any user, seat, copy, instance, data storage, CPU, computer, field of use, location, or other restrictions.

EXHIBIT C

PROFESSIONAL SERVICE TERMS

1. Statements of Work. If purchased by Customer, Trimble or its authorized service providers will use commercially reasonable efforts to provide Professional Services to Customer described in an Order or SOW by the delivery dates specified therein, if any, or on a mutually agreeable schedule. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.

2. Customer Materials. Customer agrees to provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Professional Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Professional Services, Trimble shall be excused from performance until such items or access are provided. Subject to the confidentiality provisions of this Agreement, Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Professional Services for Customer. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.

3. Customer Premises. Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Professional Services, if onsite performance of Professional Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Professional Services.

4. Deliverables. Trimble hereby grants Customer worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Products associated with such Deliverables and only for the period of time that Customer has a license or subscription to such Products. Unless expressly stated otherwise in the applicable SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including any such materials to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.

5. Services Warranty. Trimble will perform the Professional Services and deliver the Deliverables as scoped in an Order or SOW in a professional and workmanlike manner. If notified of a non-conformity within 10 days of delivery of the applicable Professional Services or Deliverables, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-confirming Professional Services or Deliverables, Trimble will, as its sole liability and obligation for failure to provide Professional Services or Deliverables meeting this warranty, re-perform the non-conforming Professional Services or re-deliver the non-conforming Deliverables at no additional cost to Customer.

6. Travel Expenses. Trimble will invoice Customer for reasonable out-of-pocket travel expenses incurred in connection with performing Professional Services. Expenses may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request. Expenses will be invoiced monthly as incurred at Trimble's cost (except per diem), and may be invoiced separately from Fees. For Professional Services performed onsite at Customer's premises, Trimble may invoice Customer for its consultants' time spent traveling to and from Customer's premises if set forth in the SOW.

Addendum #2

Supplemental Product Terms

1. Intellectual Property Indemnification.

- (a) **Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Products in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Products are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Products; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Products are modified by any party other than Trimble; (2) if the Products are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Products; (4) to any unsupported release of the Products; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Products.
- (b) **Indemnification Process.** Trimble's indemnification obligations are contingent upon receipt of: (i) prompt notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer.
- (c) THIS ADDENDUM #2 OF THE SUPPLEMENTAL PRODUCT TERMS SETS FORTH TRIMBLE'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT AND/OR MISAPPROPRIATION.

2. **Roadmap Disclaimer.** CUSTOMER AGREES THAT ITS PURCHASES ARE NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY TRIMBLE REGARDING FUTURE FUNCTIONALITY OR FEATURES.

3. **Public Entity.** To the extent Customer is a public or governmental entity, then the following provisions apply to the extent applicable:

- a. **Tax Exemption.** If Customer is a tax exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 8.4 (Taxes) of the Agreement shall be inapplicable.
- b. **No Indemnification by Customer.** Section 12 (Indemnification) of the Agreement and the second to last sentence of Section 15.10 (Export Restrictions) of the Agreement shall be inapplicable.
- c. **Public Records Law.** Customer's confidentiality obligations in Section 13 (Confidentiality) of the Agreement may be subject to applicable public records law.
- d. **Limited Publicity.** The second sentence of Section 14 (Publicity) of the Agreement shall be inapplicable.
- e. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees properly due, but not paid, shall immediately become due and payable. All previously paid fees (both used and unused) for the current Term shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for Professional Services must be paid in full before the termination becomes effective.
- f. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with paragraph (e) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.

- g. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement (“piggyback”), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
- h. **Governing Law.** Notwithstanding Section 15.14 (Governing Law, and Venue) of the Agreement, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

- 4. **Post-Termination.** Upon expiration or termination of the Agreement, Customer will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from use of the Product(s); and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Trimble. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. For 30 days from the expiration or termination of the Agreement, Trimble will make Customer Data available to Customer upon request for export or download for the applicable Product. Additional fees may apply.
- 5. **Consultant or Contractor Access.** Trimble grants Customer the right to permit Customer's Third-Party Consultants or Contractors to use the Products exclusively and solely for Customer's benefit. Customer must comply with terms and provisions of Exhibit A of Addendum 2 and provide an executed copy to Trimble. Customer shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Customer. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Customer's benefit is prohibited.

EXHIBIT A OF ADDENDUM 2

THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Customer engages any third party or contractor (Third Party) and desires to grant access to use the Products, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Customer's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User, and all use shall be in accordance with the terms and conditions of the Trimble Agreement with Customer;
3. Before accessing the Products, Third Party agrees that (i) the Products shall be used solely in accordance with the terms of this Agreement, and (ii) Third Party shall be liable to Trimble for any breach by it of this Agreement;
4. Customer hereby agrees and acknowledges that Customer will be responsible for all use by Third Party with respect to the use of the Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of Customer's Agreement with Trimble, and will require that Customer purchase the appropriate license or access for each user utilized by Third Party; and
7. Customer will ensure that Third-Party agrees to comply with and does comply with the terms of Customer's Trimble Agreement on the same basis as the terms apply to Customer.

The rights granted under Third-Party Contractor Addendum, do not modify Customer's Agreement with Trimble or increase the access or licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of Customer's Agreement with Trimble and agrees to the terms herein. Customer shall provide a signed copy of this Agreement to Trimble at contracts@cityworks.com.

Customer: Woodland, CA

Third Party (Print): _____

By: _____

Third Party/Contractor Authorized Signature

Title: _____

Date: _____

Third Party Information:

Address	
City, State, Zip	
Contact Name	
Phone Number	
Email	

Addendum #3

[Inserted on next page]

Support

Version 1.0

1. Releases

- 1.1. General. **"Release"** means an update or upgrade to the Product made available to all customers using that Product that improves usability or adds functionality, cosmetic changes, or bug fixes. Trimble will use commercially reasonable efforts to provide prior notice to Customer through the Customer Portal, or other communication channels when Releases are made generally available to all customers, excluding any non-general Releases or unplanned Releases. Trimble will decide the contents and timing of all Releases in its sole discretion.
- 1.2. Software-as-a-Service and Hosted License Software. Trimble will update (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble in each case as new Releases become generally available.
- 1.3. On Premise Licensed Software. For Licensed Software not hosted by Trimble, Customer is responsible for installing all Releases. Upon Customer's election to install a Release, Customer agrees to cease all use of the prior version of the Licensed Software and destroy all copies. Releases may require Customer to update third party software, hardware, or operating systems at Customer's expense.

2. Support

2.1. Generally.

- a) Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Product attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 2.3 below.
- b) For certain Products as set forth in Section 2.2(a) below, Trimble may provide a customer support portal (the **"Support Portal"**), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Support Portal, the terms herein shall govern.
- c) For certain Products as set forth in Section 2.2(a) below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a **"Authorized Support Contact"**). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Products necessary to assist Trimble as needed.
- d) Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.
- e) For certain Products, Trimble may provide additional or different support services or procedures as set forth in the applicable documentation, support handbook, or other written documentation provided by Trimble, if any (the **"Additional Support Documentation"**). If there is any conflict between these support terms and such Additional Support Documentation with respect to the description of support services or procedures, the provisions of such Additional Support Documentation will prevail. Trimble may use third-parties to provide support and maintenance services on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer information and data

to perform the support services.

2.2. Reporting; Availability

a) Support portals and general availability is described below.

Product	Support Portal*	Authorized Support Contacts Only?**
AgileAssets	https://agileassets.com/techsupport	Yes
Cityworks	https://mycityworks.force.com	Yes
e-Builder (non-Fed Ramp)	https://www.e-builder.net/customer-center	No
e-Builder (Fed Ramp)	Support information available upon request.	Yes
Trimble Water	https://mytrimblewater.force.com/s/login	No

* Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.

2.3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.
P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

* See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.

** The use of the term “hour(s)” refers to business hours based on Trimble’s regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). “Response” means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.

Priority matrix					
		Impact			
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	Widespread. More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer’s operations.	Critical. Use of Product as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer’s operations (e.g., outage).
		High. Use of Product as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer’s operations.

Definitions		
		Medium. Use of Product or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.
		Low. All other requests that are not the above.

2.4. Limitations and Conditions.

- (a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Product in a manner other than as authorized in the Agreement; (ii) alterations of the Product by Customer or a third-party; (iii) conversions of Customer's databases to accommodate new hardware or software, (iv) Customer Data debugging or manipulation, (v) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (vi) training, implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vii) any Release of the Product other than the current and an immediately preceding Release unless covered under a separate agreement (this includes preview, beta, or candidate releases), (viii) Third-party Materials or Third-Party Platforms; (ix) any Products for which maintenance and/or support fees have not been paid, or (x) any Product where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.
- (b) Customer must (i) require its personnel to obtain adequate training to operate the Product(s), (ii) if required by Trimble for the particular Product, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.
- (c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials and/or Third-Party Platforms, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.
- (d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.13
SUBJECT: City Annexation

Recommendation for Action: Staff recommends that the City Council conduct a second reading and adopt the following ordinances:

1. Ordinance No. _____, 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. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and California Compass Logistics Center, LLC
3. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Knaggs Commercial Properties Company, L.P.
4. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Kilkenny-Marks Investors, LLC
5. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC

Staff Contact:

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

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

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

As part of the proposed annexations, 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.

Background:

At its November 7, 2023 meeting, the City Council introduced and waived the first reading of an Ordinance adopting Prezoning for the Citywide Annexation for five areas (Barnard, Westucky, Pirmi, Sports Park, and Northeast Industrial Area) within the City's Sphere of Influence (SOI) and approving and authorizing execution of Development Agreements by and between the City of Woodland and 1) California Compass Logistics Center, LLC, 2) Knaggs Commercial Properties Company, L.P., 3) Kilkenny-Marks Investors, LLC, 4) Netaj, LLC for the Northeast Annexation Area. A "Prezone" is a zoning designation, formally adopted by a city, that applies to property outside city limits. The applicant is proposing zoning designations that are consistent with the City of Woodland's 2035 General Plan and Environmental Impact Report (EIR).

On November 7, 2023, the City Council also approved a Resolution requesting that the Yolo Local Agency Formation Commission (LAFCo) process an annexation application for the "Citywide Annexation" of 764 acres. The resolution specifically directs the City Manager to file an annexation application with Yolo LAFCo to initiate this process. Following Yolo LAFCo approval, the city boundary will be amended to incorporate the annexation areas in to the city limit and the adopted Prezoning will become the established zoning for this newly annexed area(s).

A Development Agreement is a contract between the developer and a city that identifies the development standards and conditions that will apply for the life of the project. Such Agreements provide two primary benefits: for the benefit of the applicant/owner, they allow a project to have a greater level of certainty on infrastructure requirements and permitting costs. This reduces the risk that unexpected regulations will be enacted before a formal project application is submitted. 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.

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 enter into a Development Agreement (Attachments 6-9). Key terms of the Development Agreements, consistent with the goals and policies of the General Plan, include: Term of Agreement; Promoting Jobs; Flood Protection Contribution; Transportation Demand Management assessment; Landscaping and Infrastructure needs.

Conclusion:

Staff recommends that the City Council conduct a second reading and adopt the following ordinances:

1. Ordinance No. _____, 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
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5. Ordinance No. _____, Approving the Northeast Annexation Area Development Agreement by and between the City of Woodland and Netaj, LLC

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

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

Attachments:

1. California Compass DA Ordinance
2. Kilkenny-Marks Investors DA Ordinance
3. Knaggs DA Ordinance
4. Netaj DA Ordinance
5. Citywide Annexation Prezoning_Ordinance
6. Woodland Development Agreement--Northeast Annexation (California Compass)
7. Woodland Development Agreement--Northeast Annexation (Marks)
8. Woodland Development Agreement--Northeast Annexation (Knaggs)
9. Woodland Development Agreement--Northeast Annexation (Netaj_ LLC)

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, Rezoning 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 Rezoning; 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 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 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]

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]

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, Rezoning 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 Rezoning; 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 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 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]

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]

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

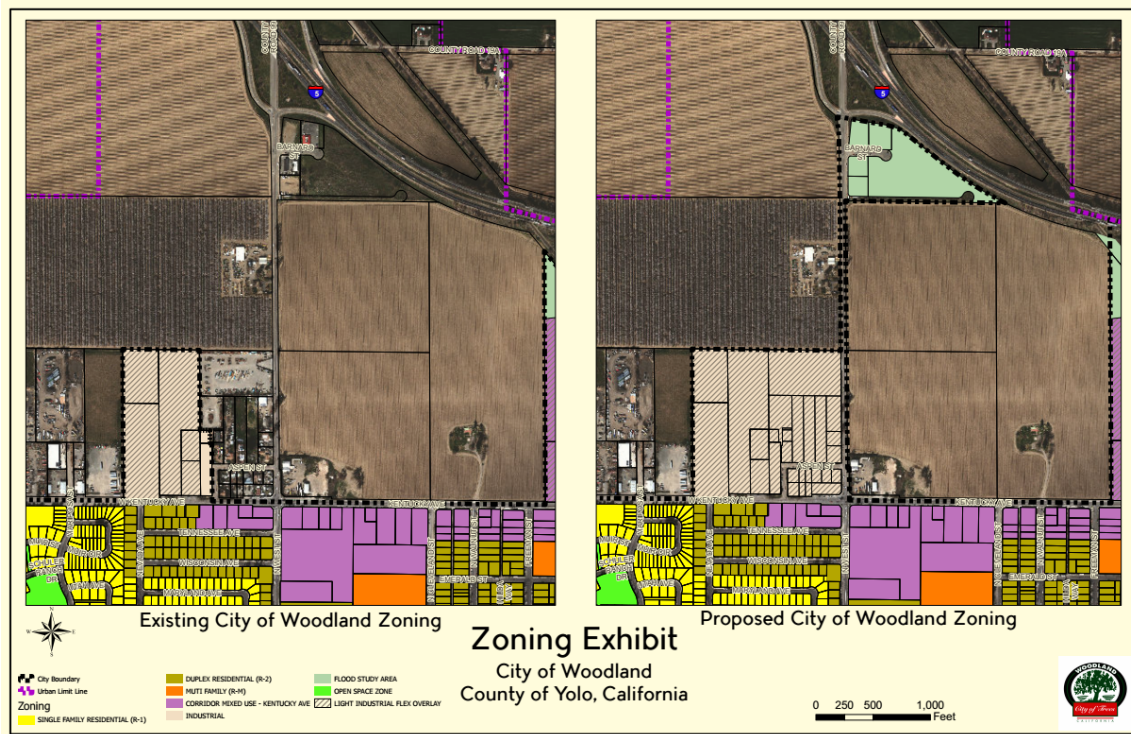
APPROVED AS TO FORM

Ethan Walsh, City Attorney

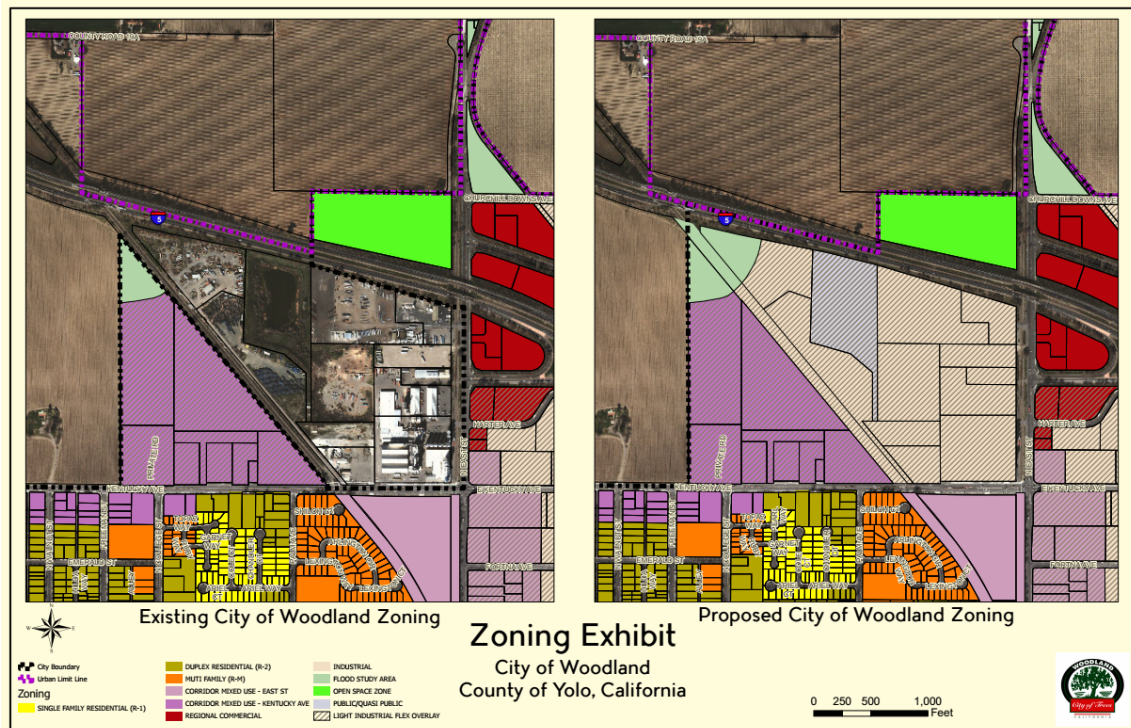
Date Signed: _____

Exhibit A – Rezoning

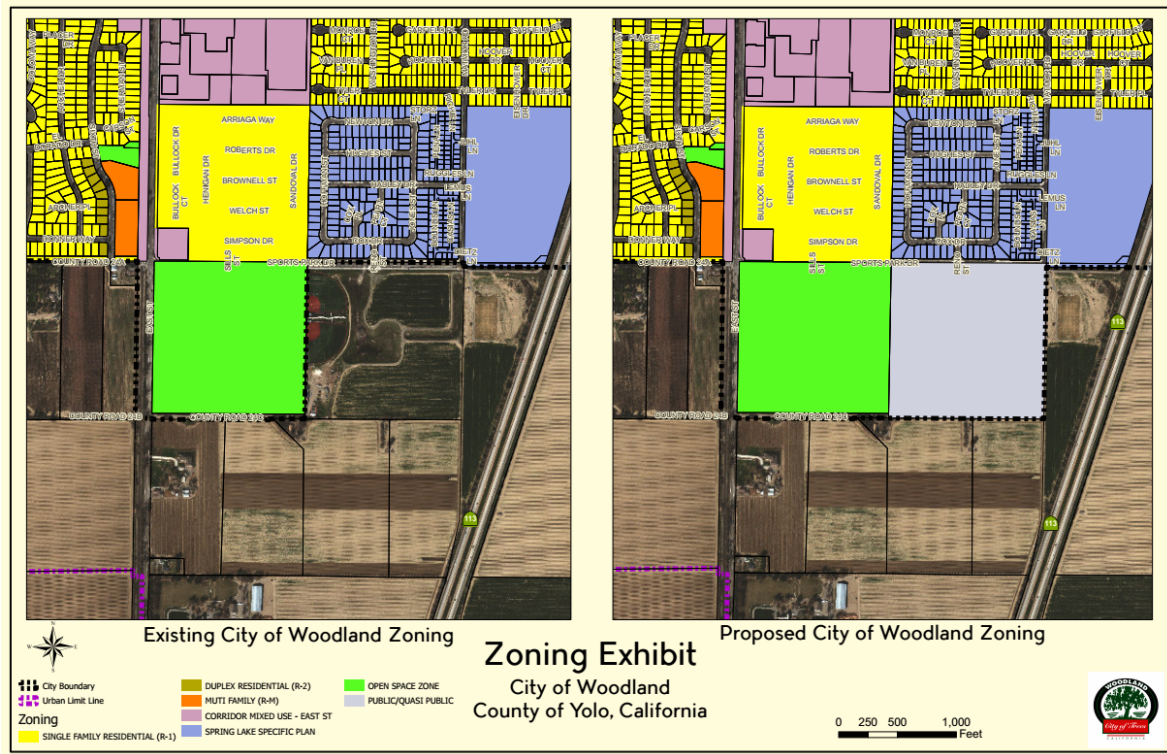
EXHIBIT A - ANNEXATION AREA PREZONING



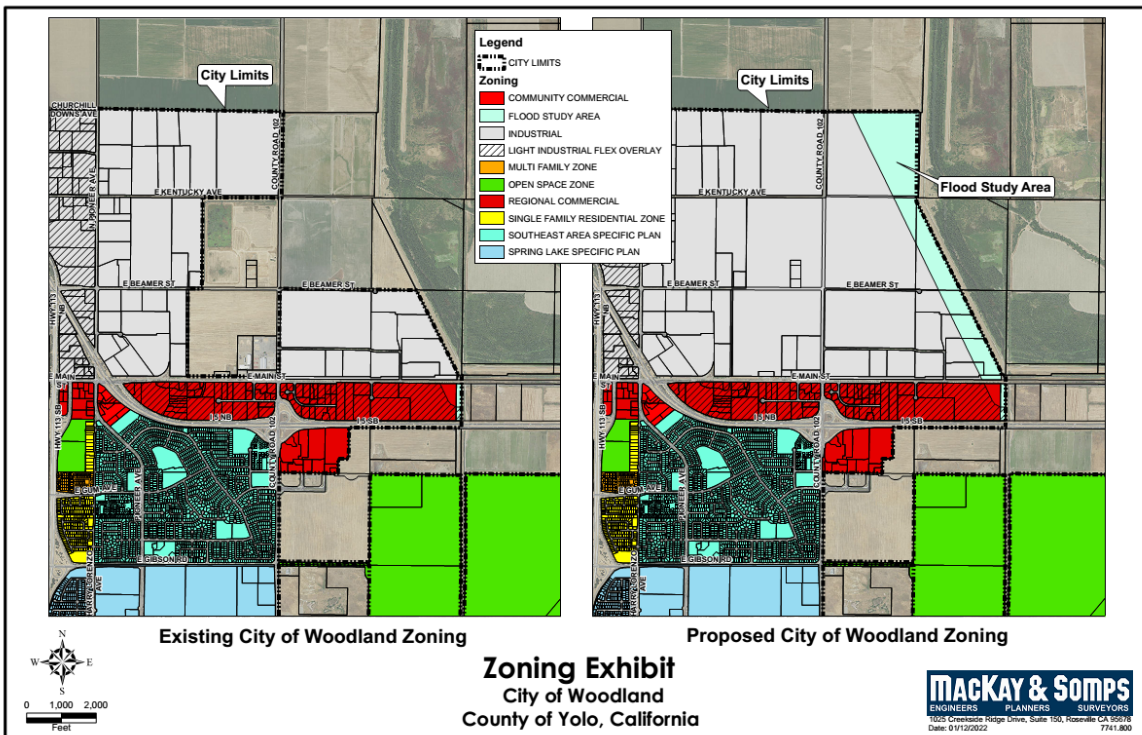
Barnard & Westucky Area



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)

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"

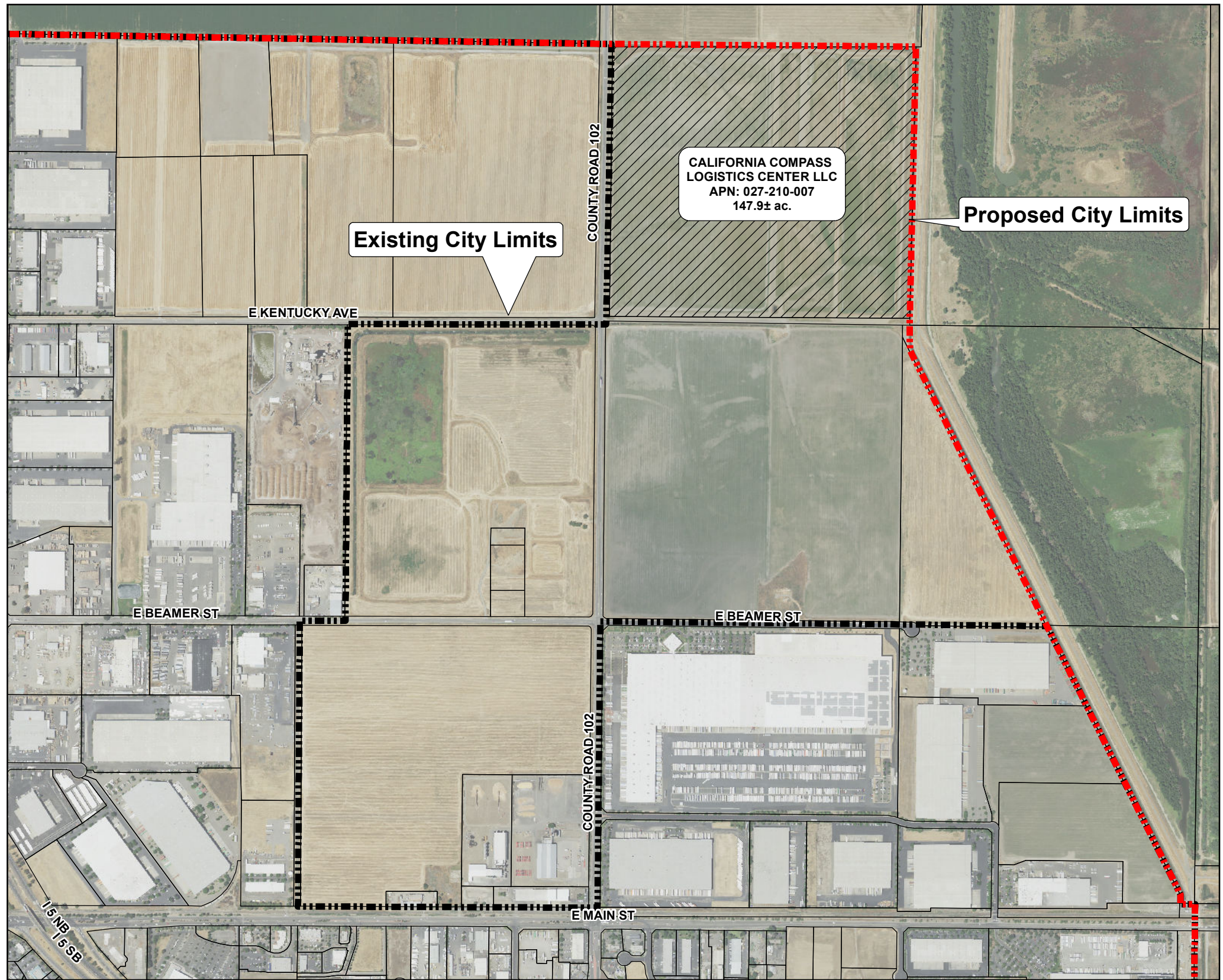
Legal Description

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.

E KENTUCKY AVE

E BEAMER ST

E BEAMER ST

E MAIN ST

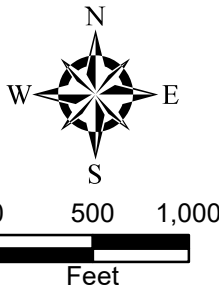
COUNTY ROAD 102

COUNTY ROAD 102

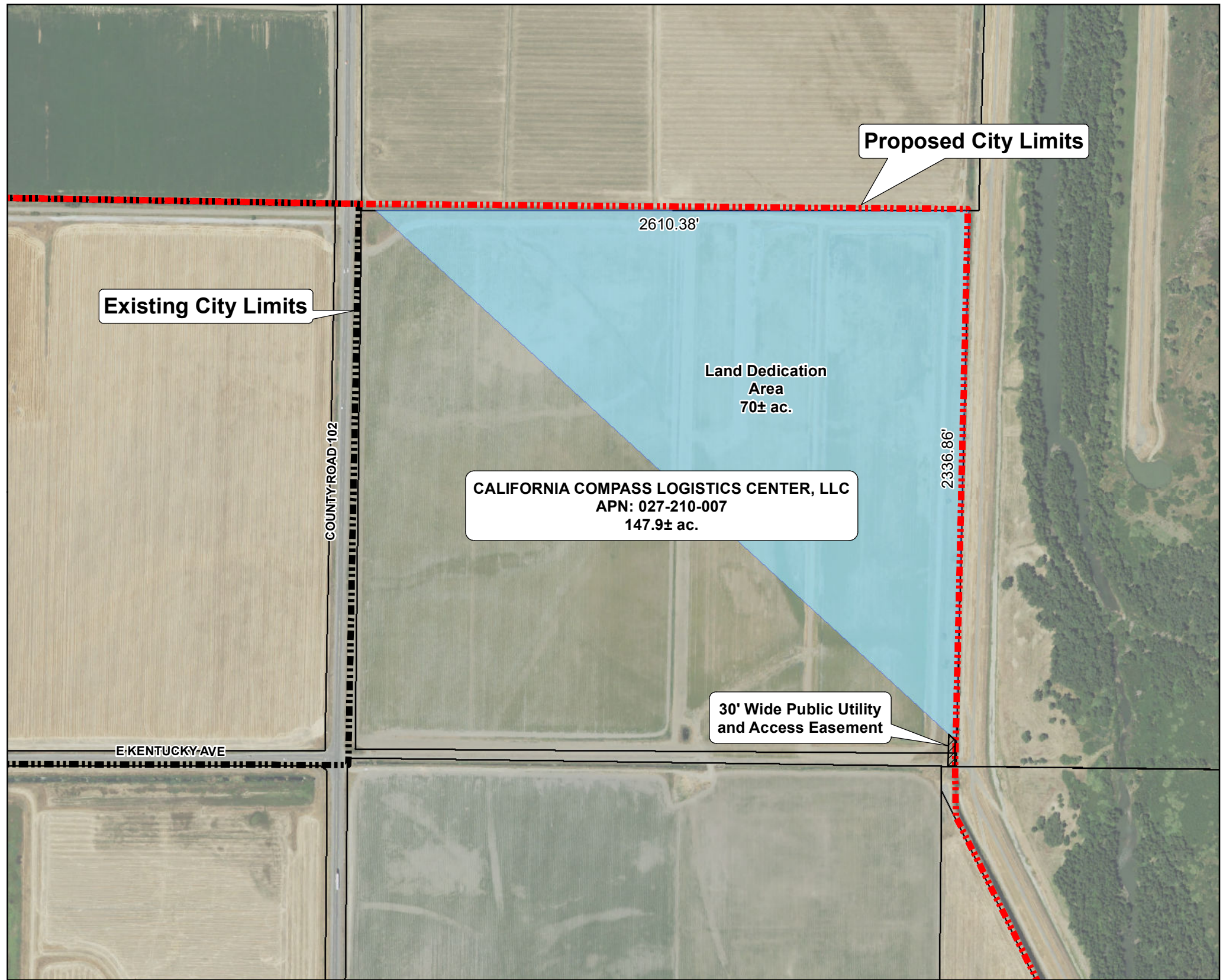
15 NB 15 SB

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

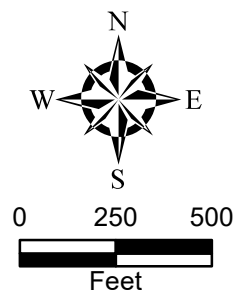
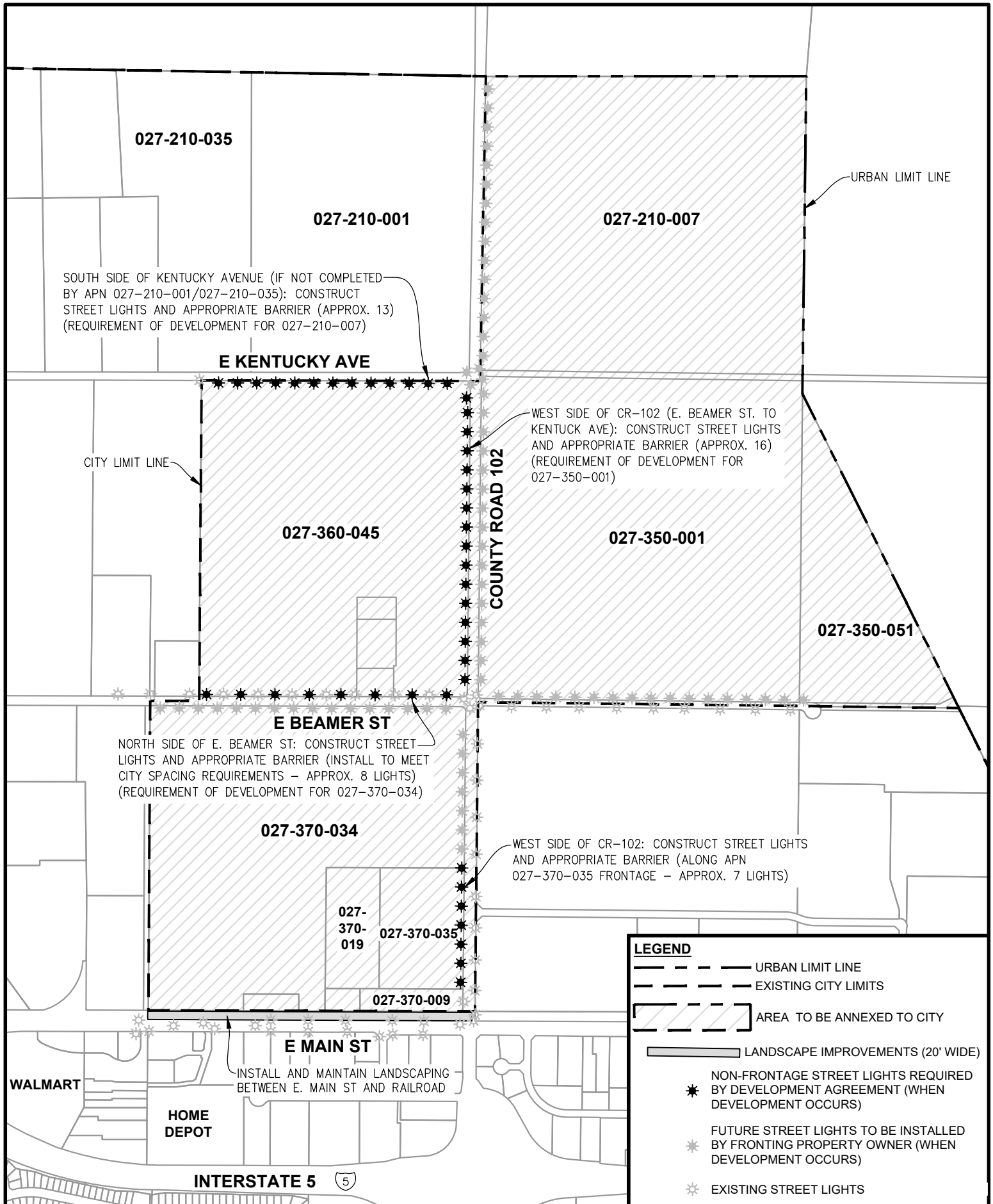


Exhibit C - Land Dedication Exhibit City of Woodland County of Yolo, California

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800

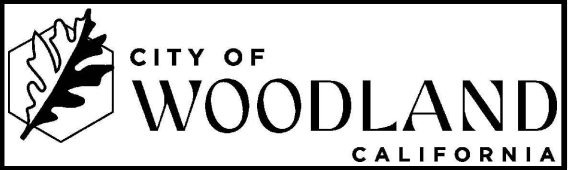


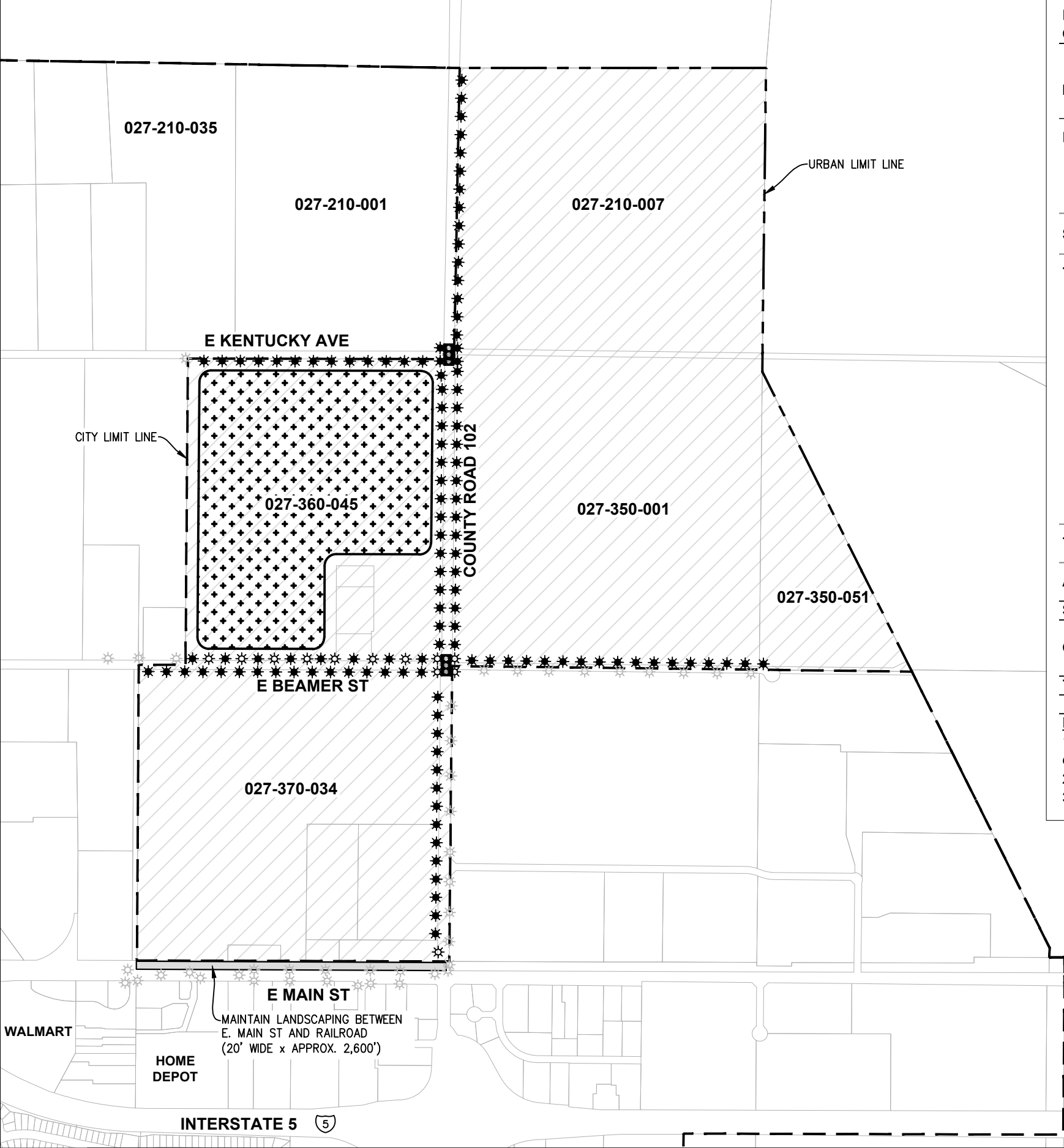
LEGEND

- URBAN LIMIT LINE
- - - EXISTING CITY LIMITS
- [Hatched Box] AREA TO BE ANNEXED TO CITY
- [Shaded Box] LANDSCAPE IMPROVEMENTS (20' WIDE)
- * NON-FRONTAGE STREET LIGHTS REQUIRED BY DEVELOPMENT AGREEMENT (WHEN DEVELOPMENT OCCURS)
- * FUTURE STREET LIGHTS TO BE INSTALLED BY FRONTING PROPERTY OWNER (WHEN DEVELOPMENT OCCURS)
- * EXISTING STREET LIGHTS



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. [...T]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.	

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)

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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.

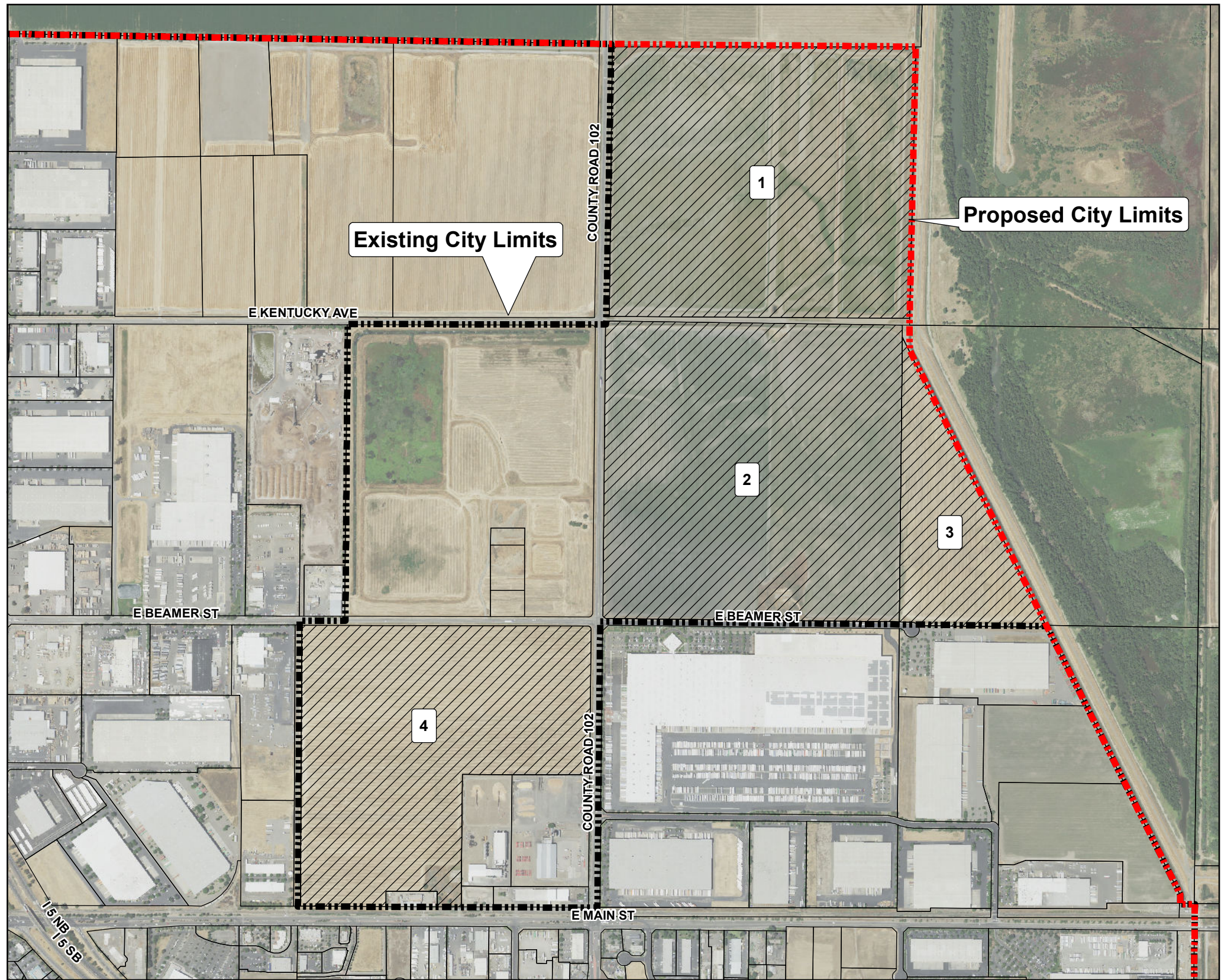
Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric 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
NCCP	=	Natural Community Conservation Planning
PM	=	particulate matter
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YSAQMD	=	Yolo-Solano Air quality Management District



Legend

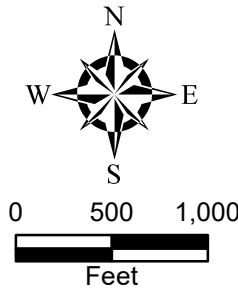
- Existing City Boundary
- Proposed City Boundary
- Northeast Annexation Area

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

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800



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"

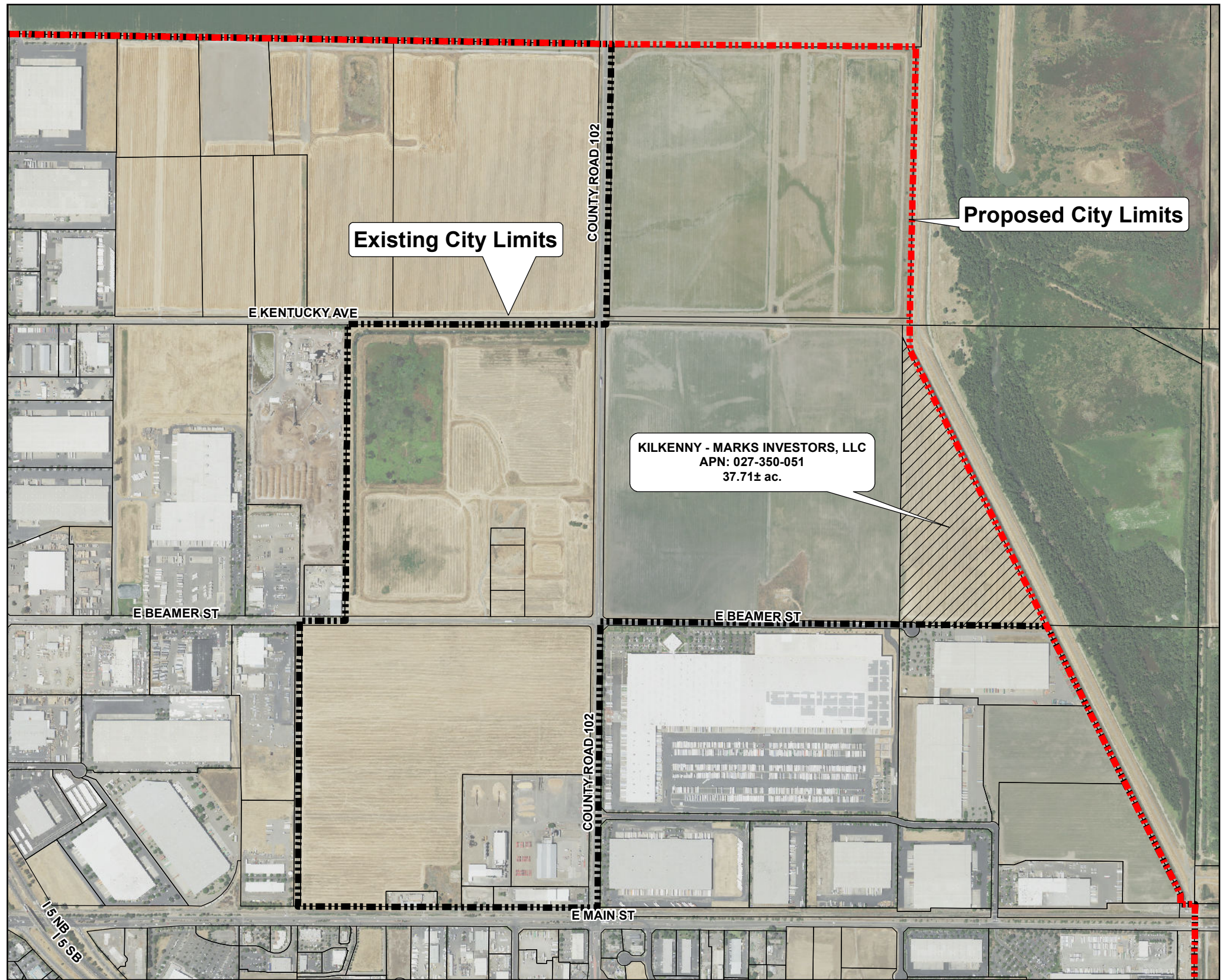
Legal Description

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

Existing City Limits

Proposed City Limits

KILKENNY - MARKS INVESTORS, LLC
APN: 027-350-051
37.71± ac.

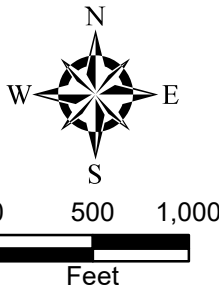
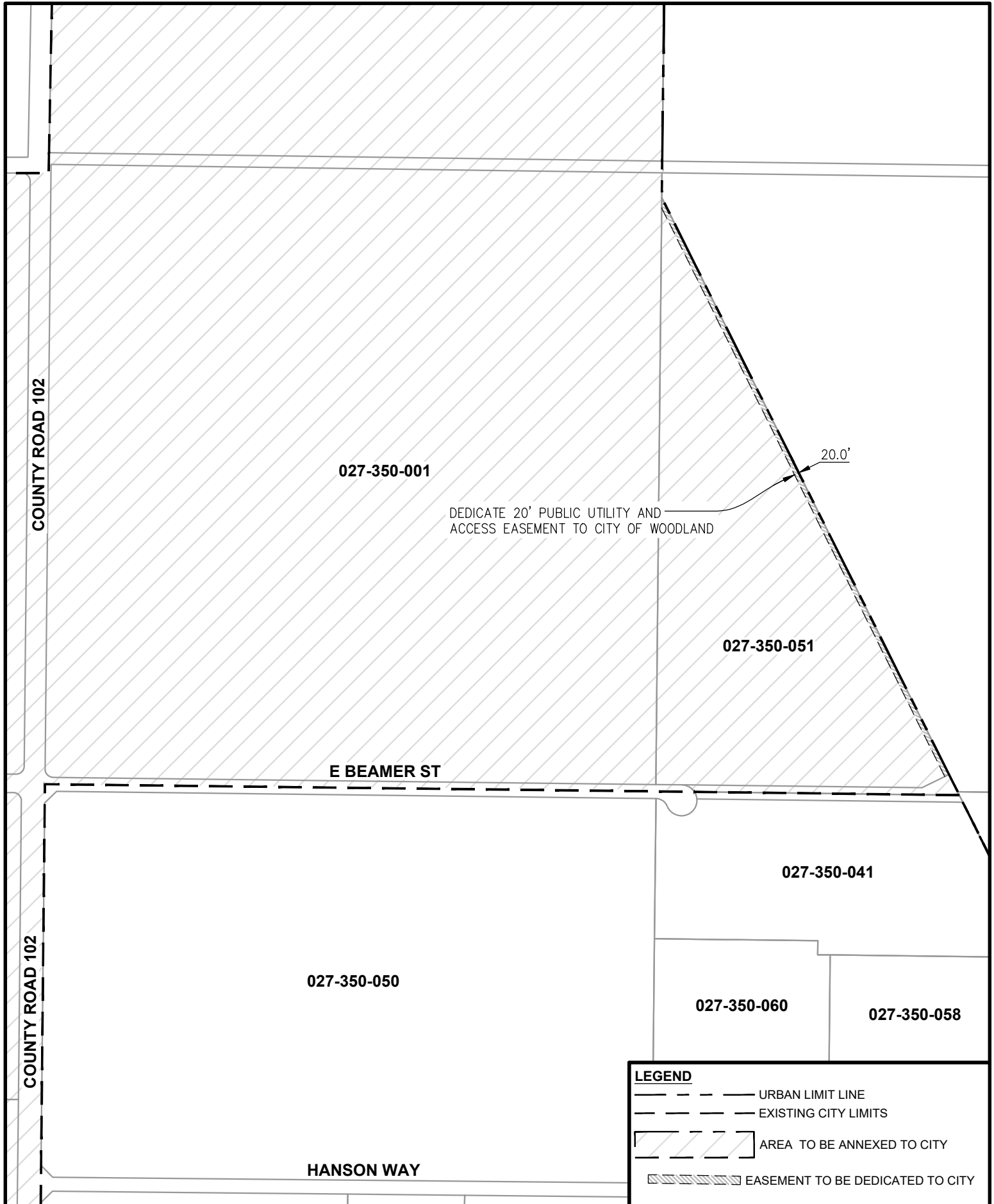
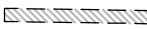


Exhibit B KILKENNY - MARKS INVESTORS, LLC City of Woodland County of Yolo, California

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
-  AREA TO BE ANNEXED TO CITY
-  EASEMENT TO BE DEDICATED TO CITY



**EXHIBIT C: EASEMENTS TO BE DEDICATED
TO THE CITY OF WOODLAND**



CITY OF
WOODLAND
CALIFORNIA

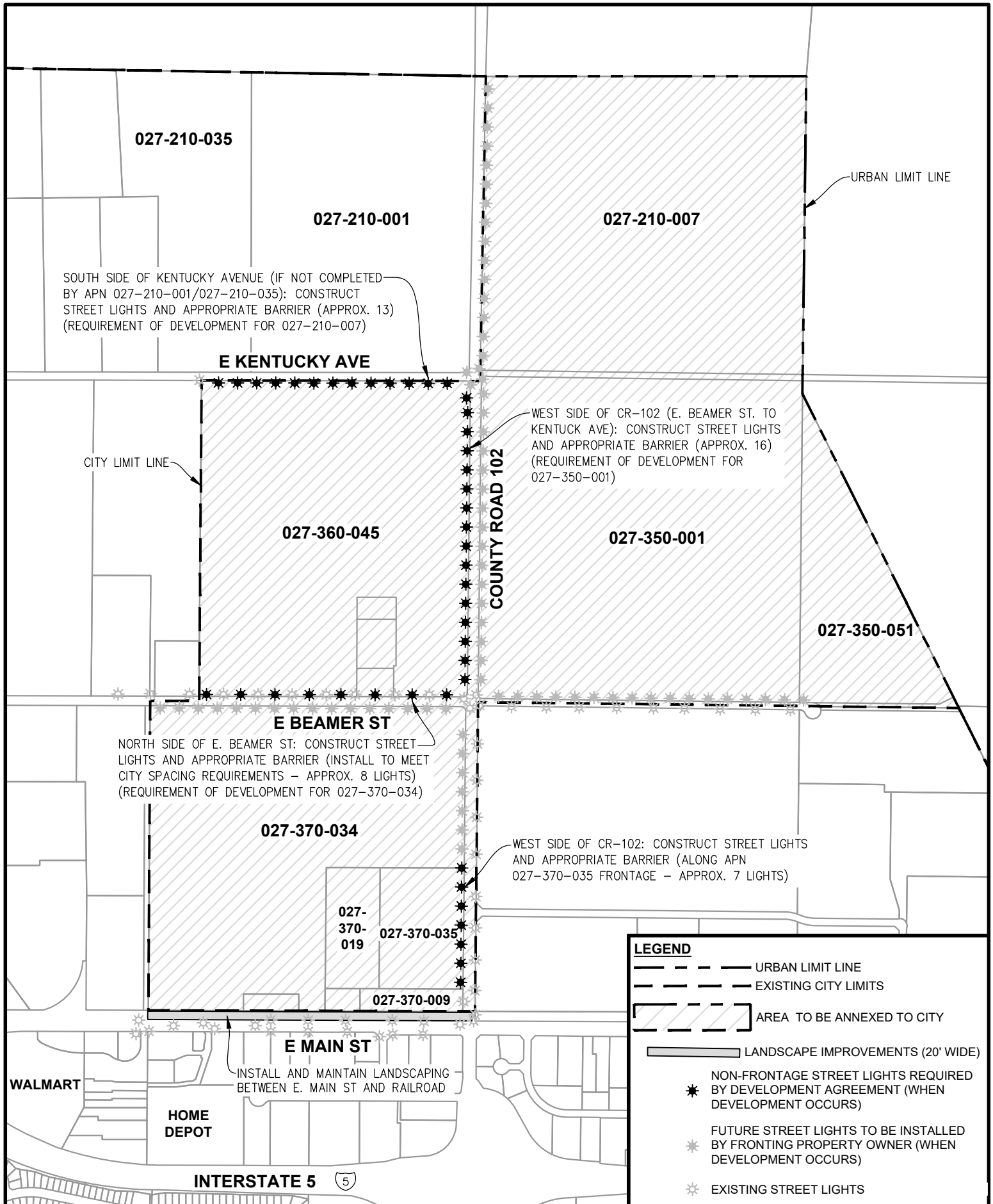
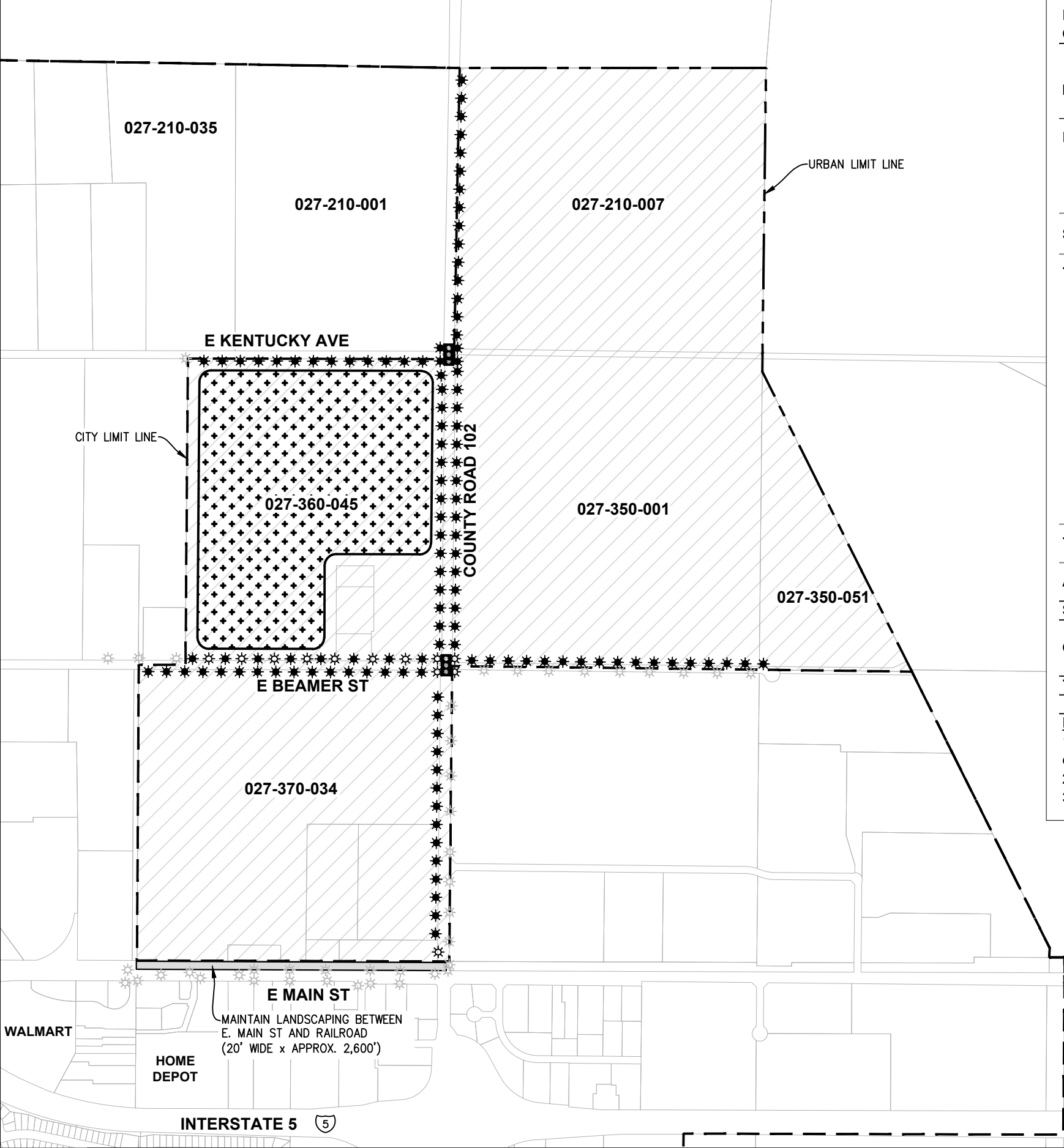


EXHIBIT D: REQUIRED INFRASTRUCTURE IMPROVEMENTS





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.

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. [...T]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.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	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.	

Resource Topic Area	CEQA Checklist Question	2035 General Plan Policies and Implementation Programs	Uniformly Applied Development Standards, Policies, and Regulations
	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.

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.

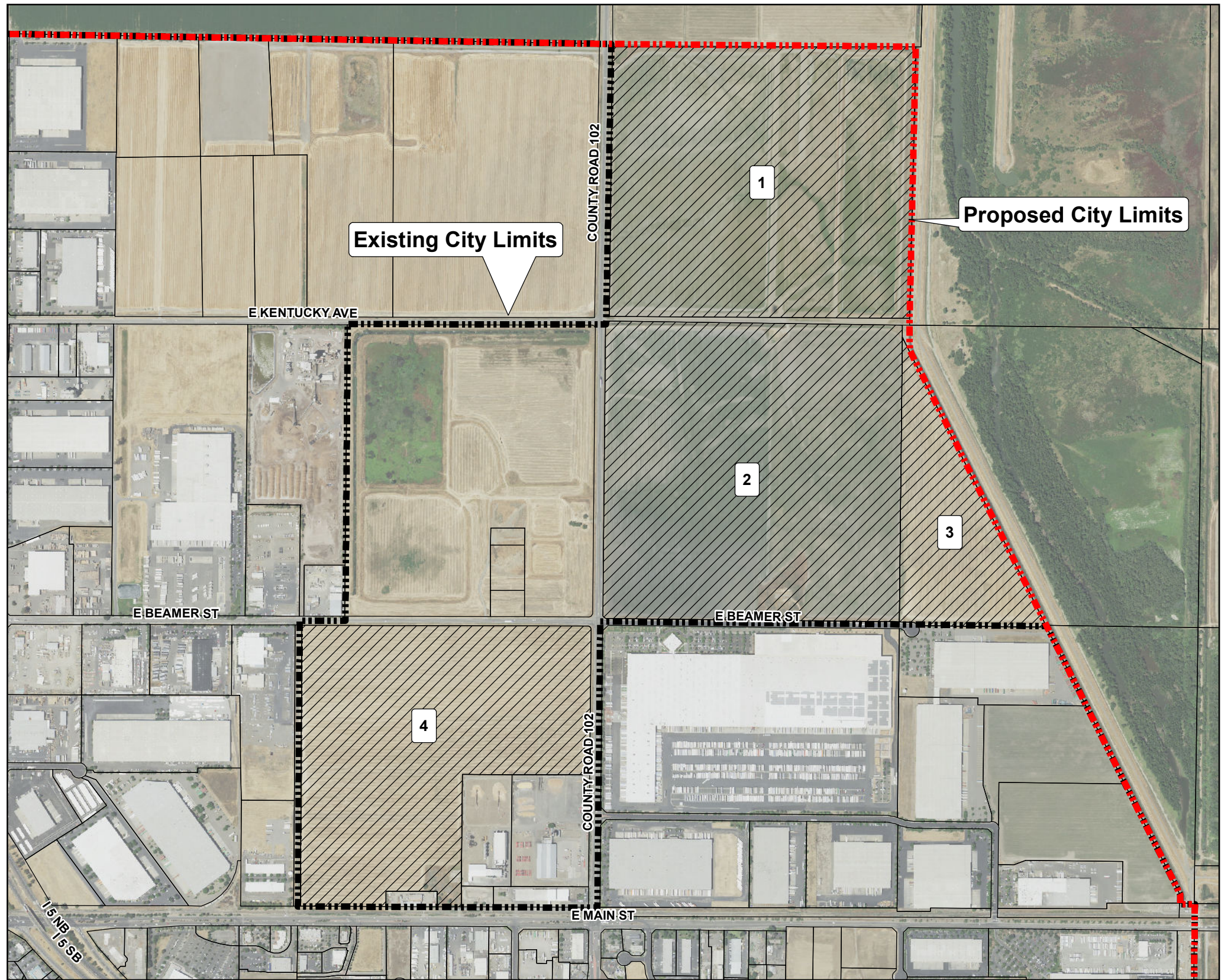
Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric 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

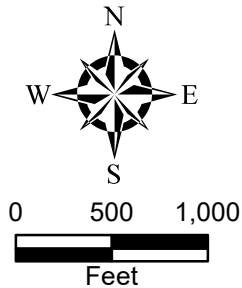


Exhibit G - Northeast Annexation Area

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

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
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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.

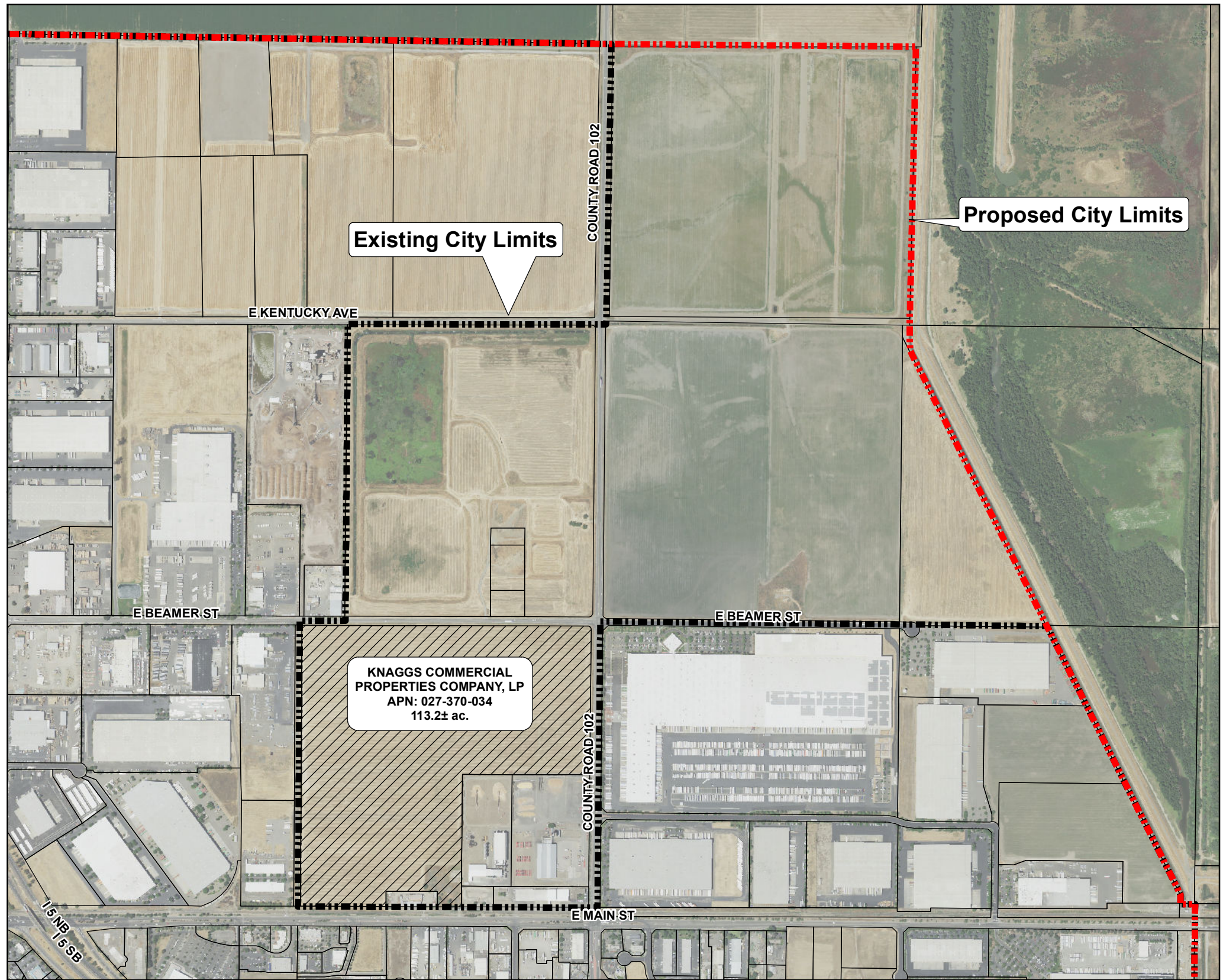
(D) Parcel 1, Parcel Map No. 2846, filed March 9, 1979,, in Book 4 of Parcel Maps, Page 76, Yolo County Records.

{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

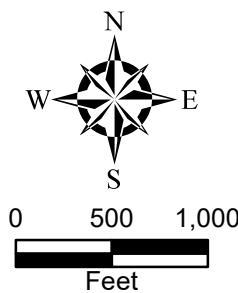


Exhibit B KNAGGS COMMERCIAL PROPERTIES COMPANY, LP City of Woodland County of Yolo, California

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800

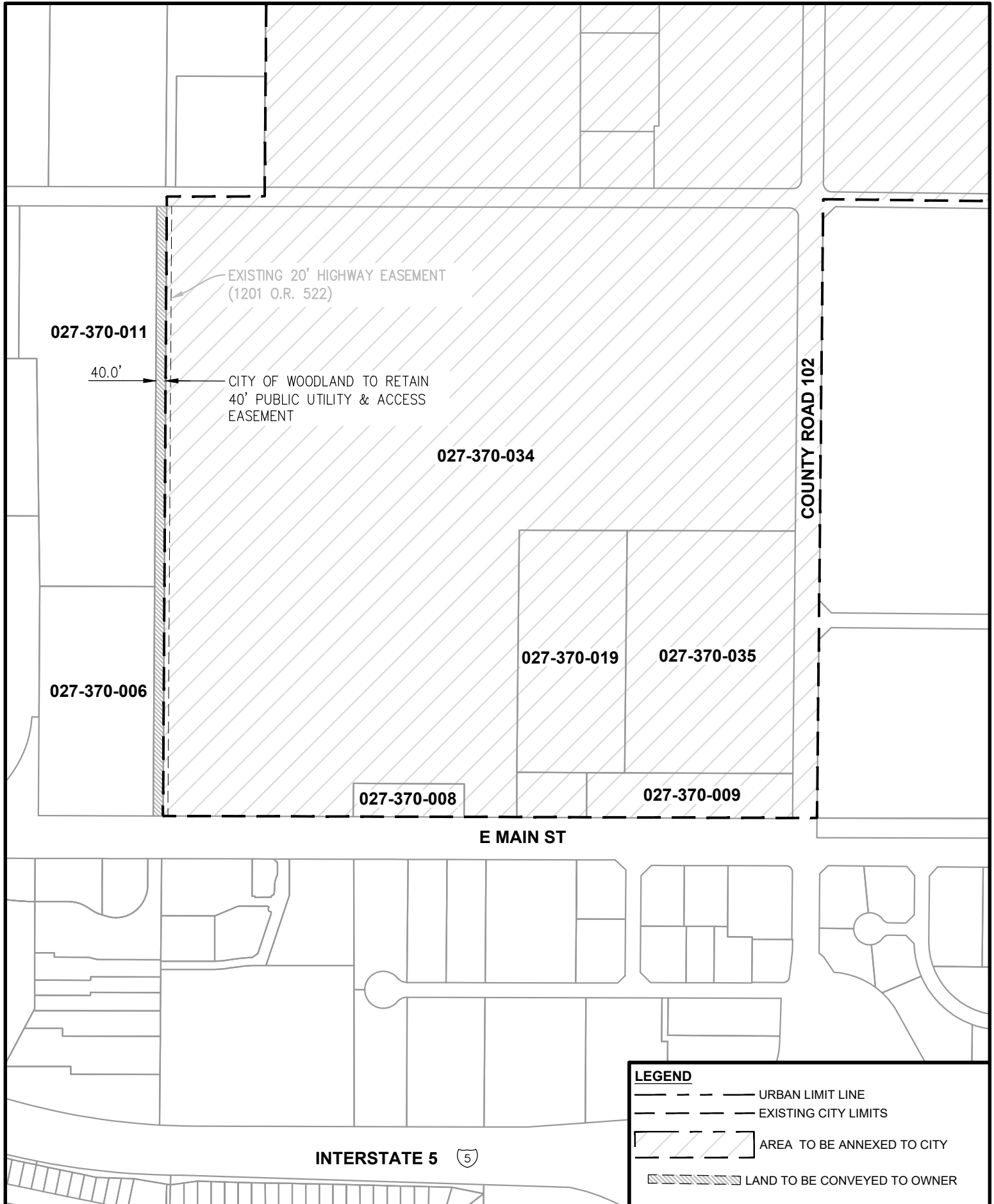


EXHIBIT C: CONVEYANCE OF CITY LAND



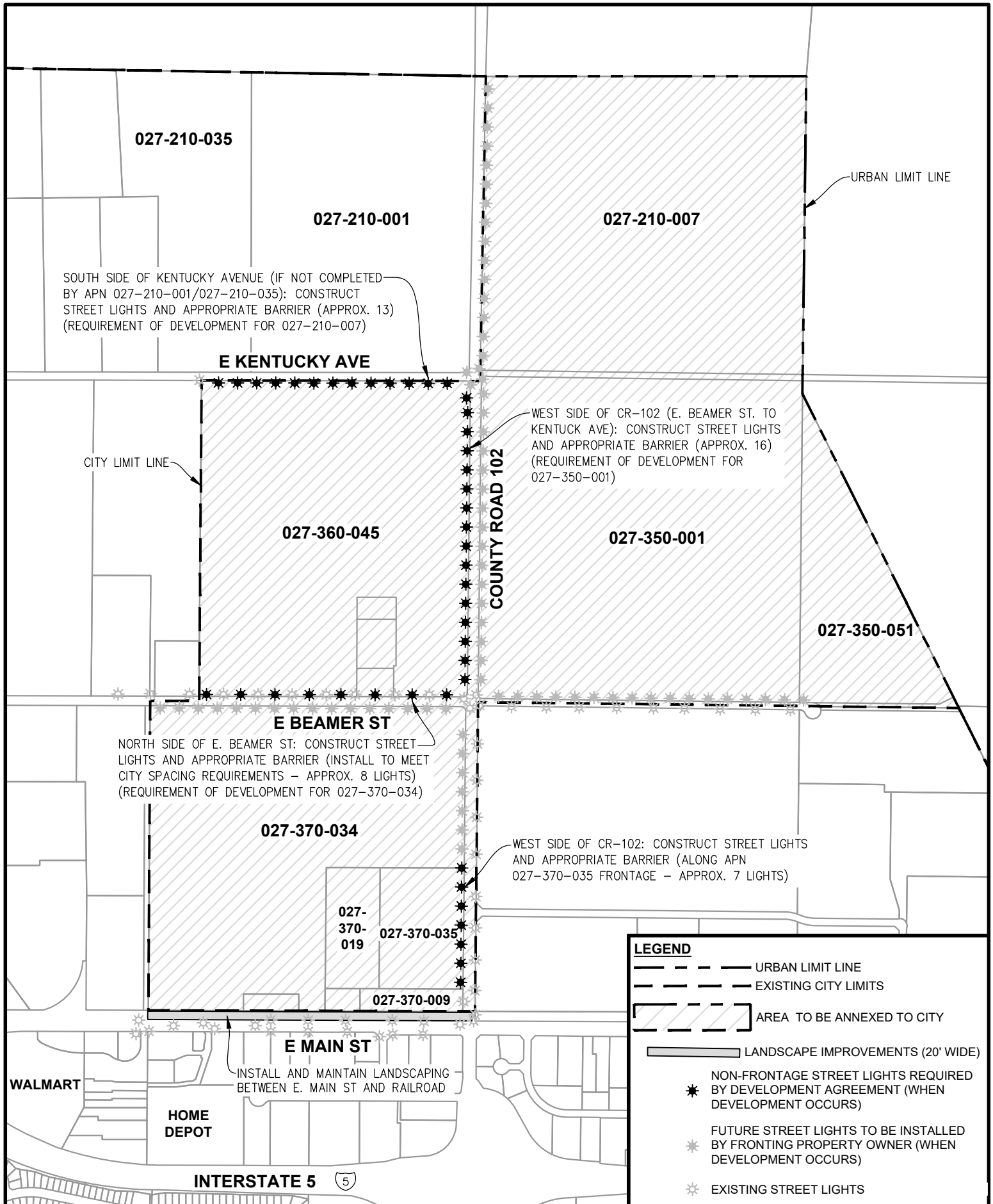
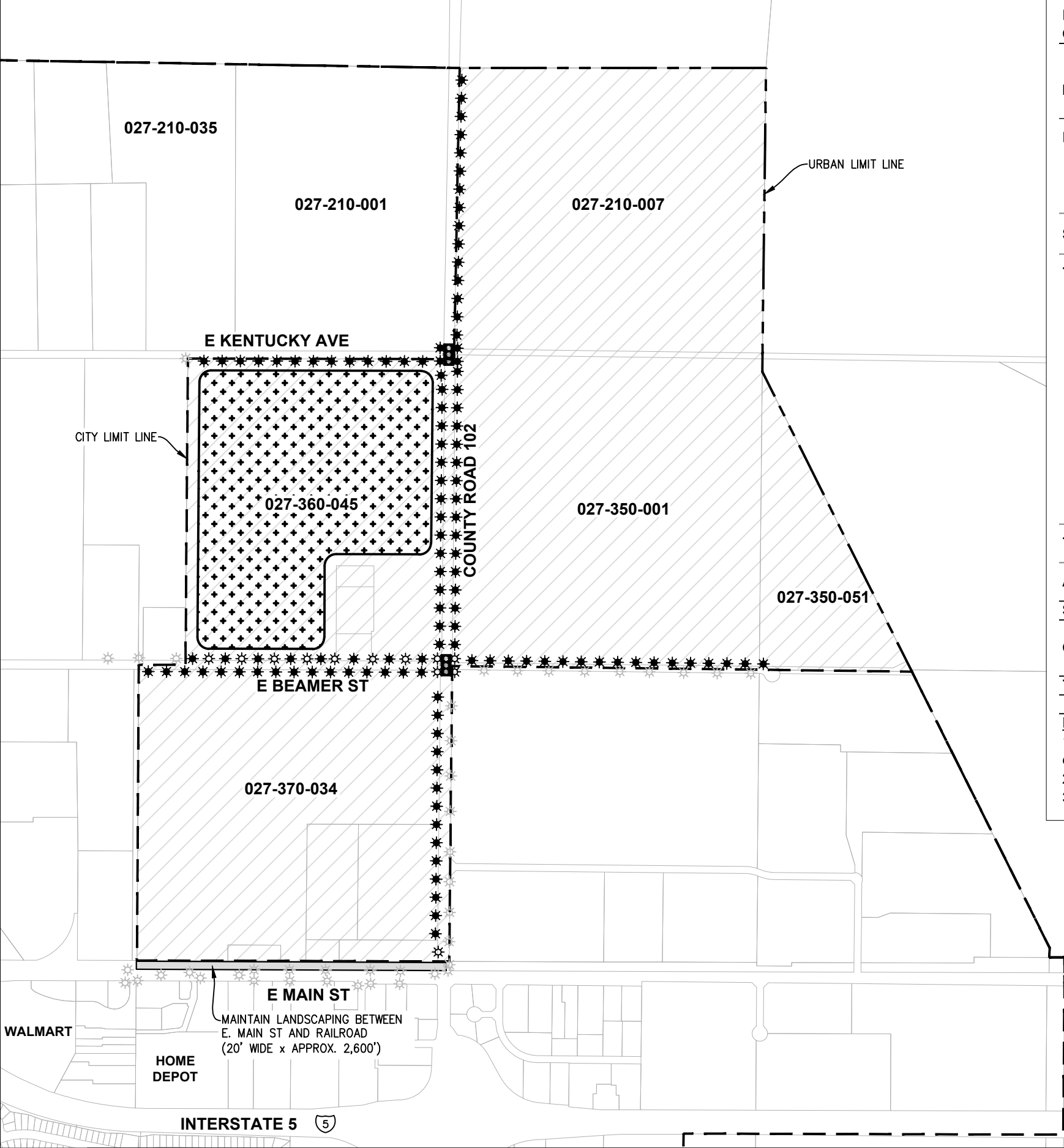


EXHIBIT D: REQUIRED INFRASTRUCTURE IMPROVEMENTS





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): <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	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 [<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.

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.

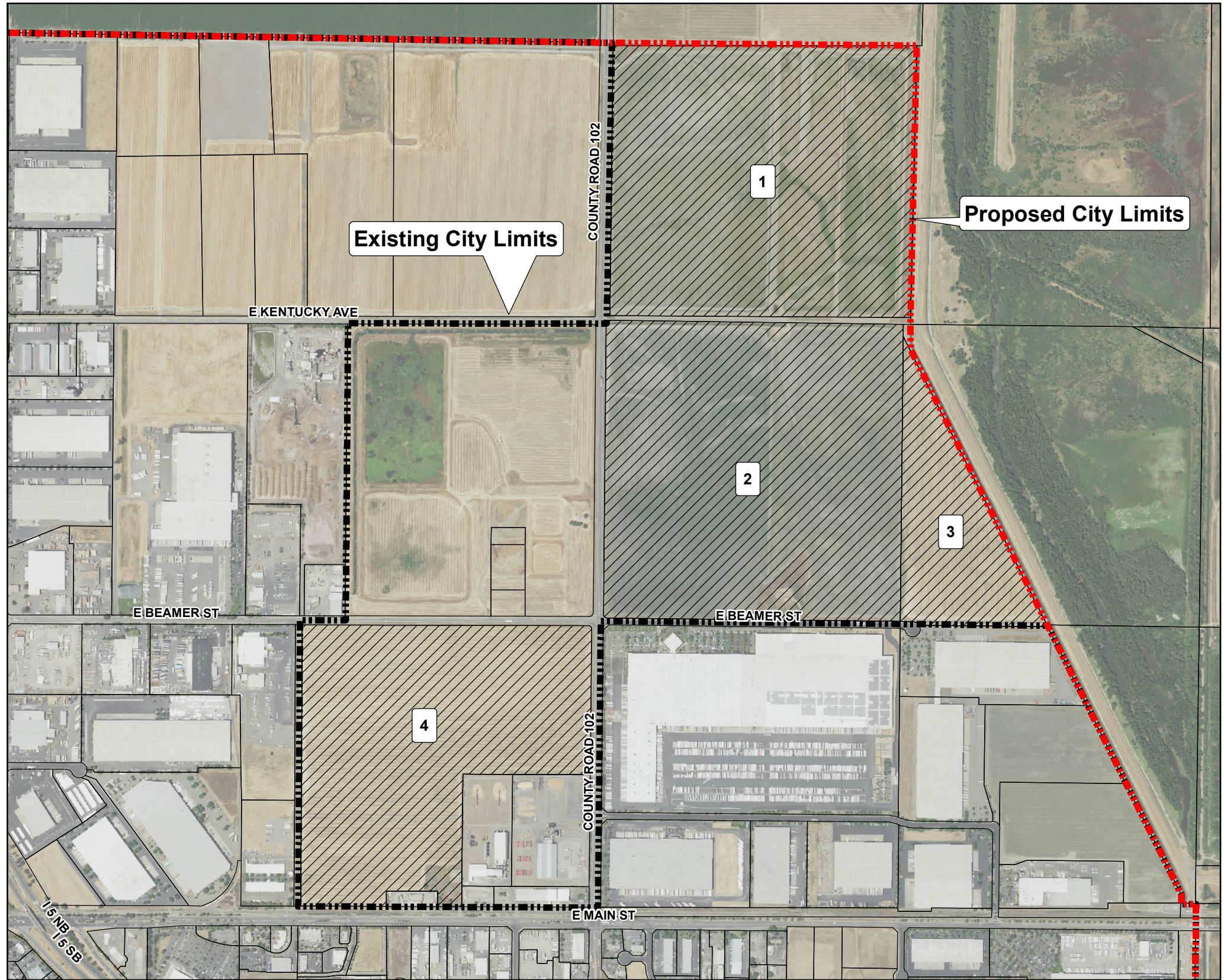
Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric 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

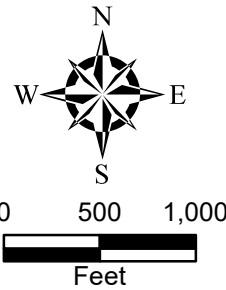


Exhibit G - Northeast Annexation Area

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

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 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"

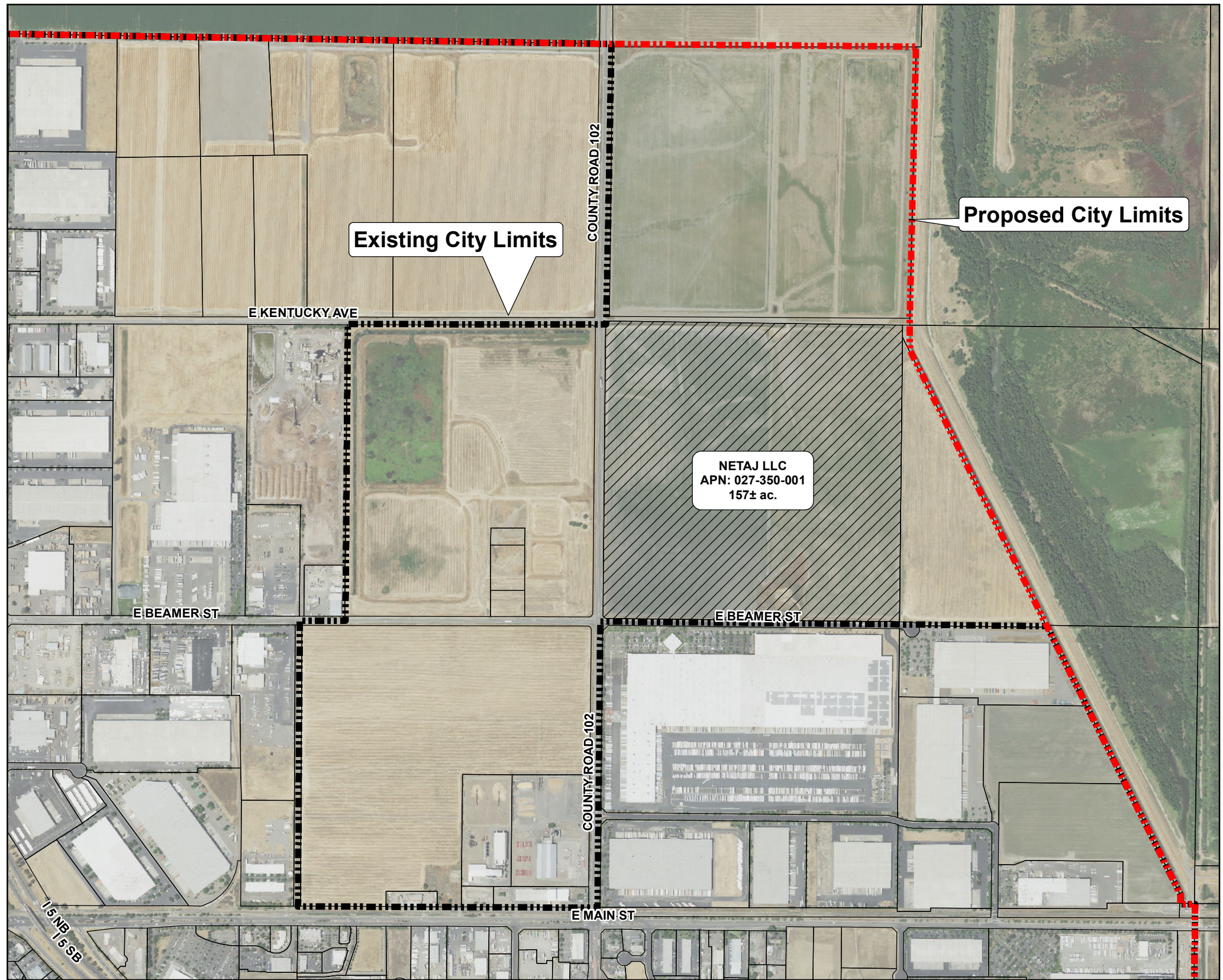
Legal Description

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

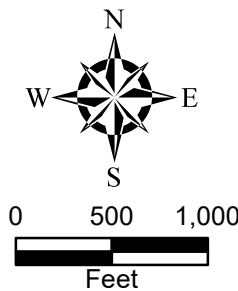


Exhibit B NETAJ, LLC City of Woodland County of Yolo, California

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS

1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800

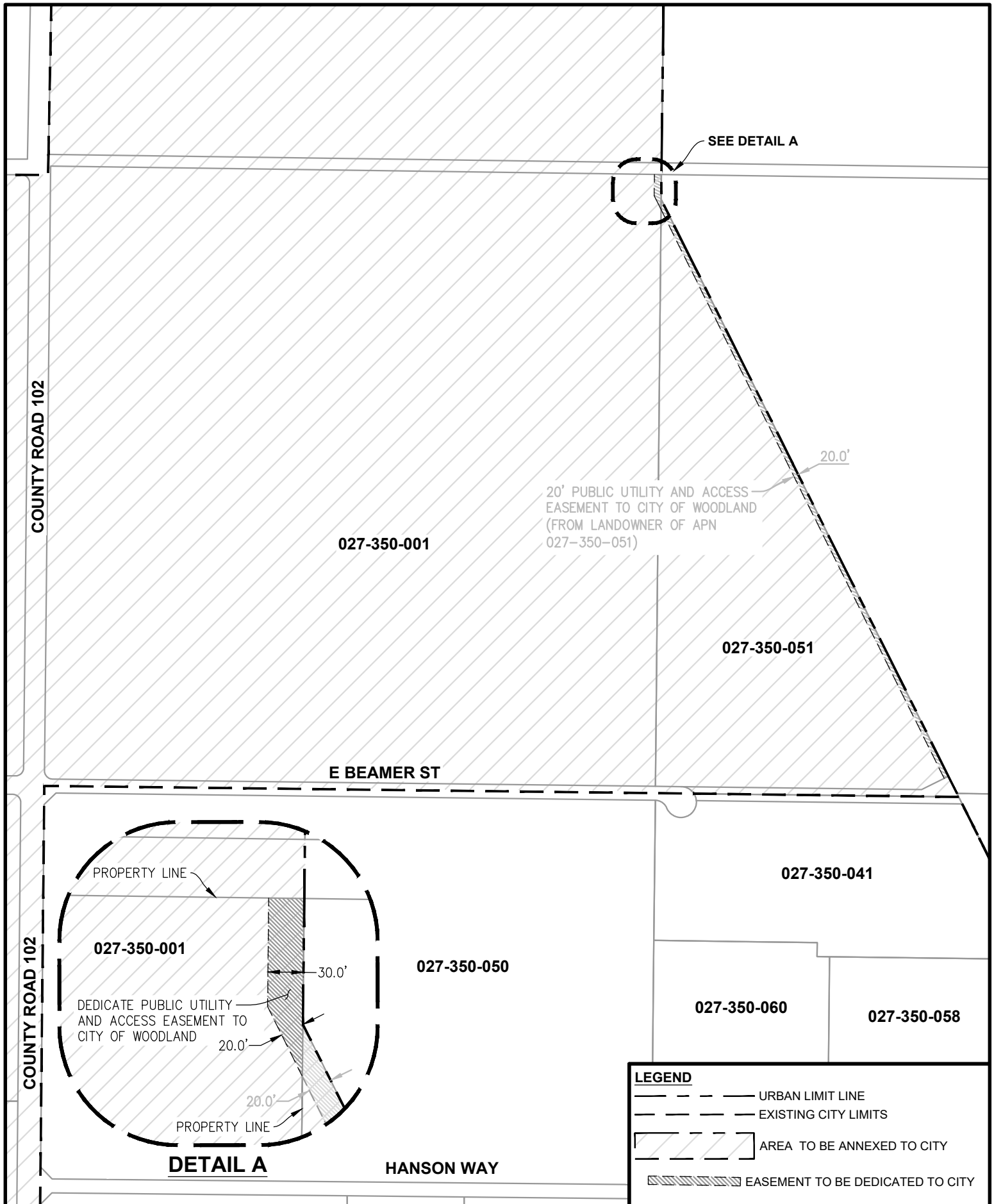


EXHIBIT C: EASEMENTS TO BE DEDICATED TO THE CITY OF WOODLAND



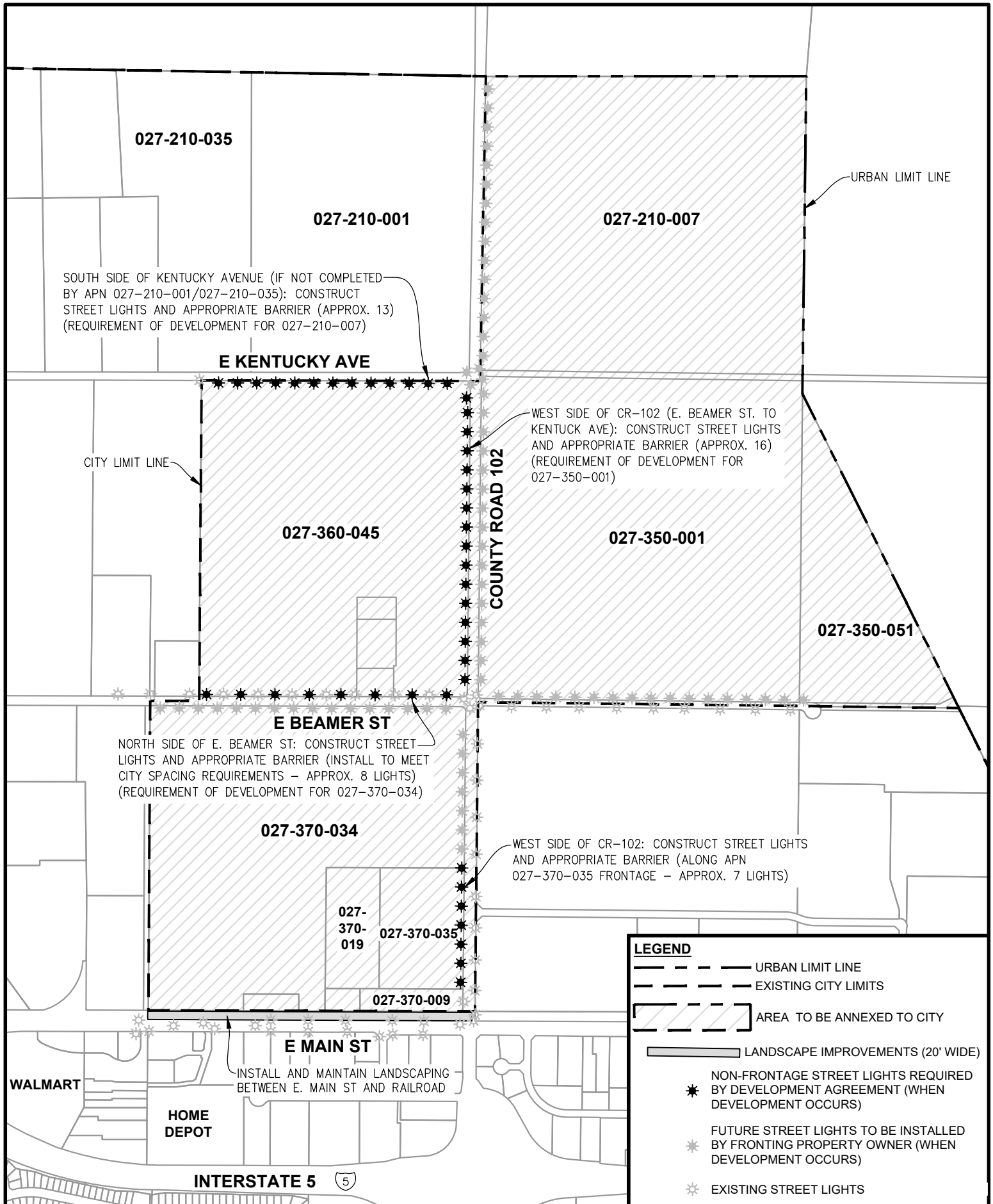
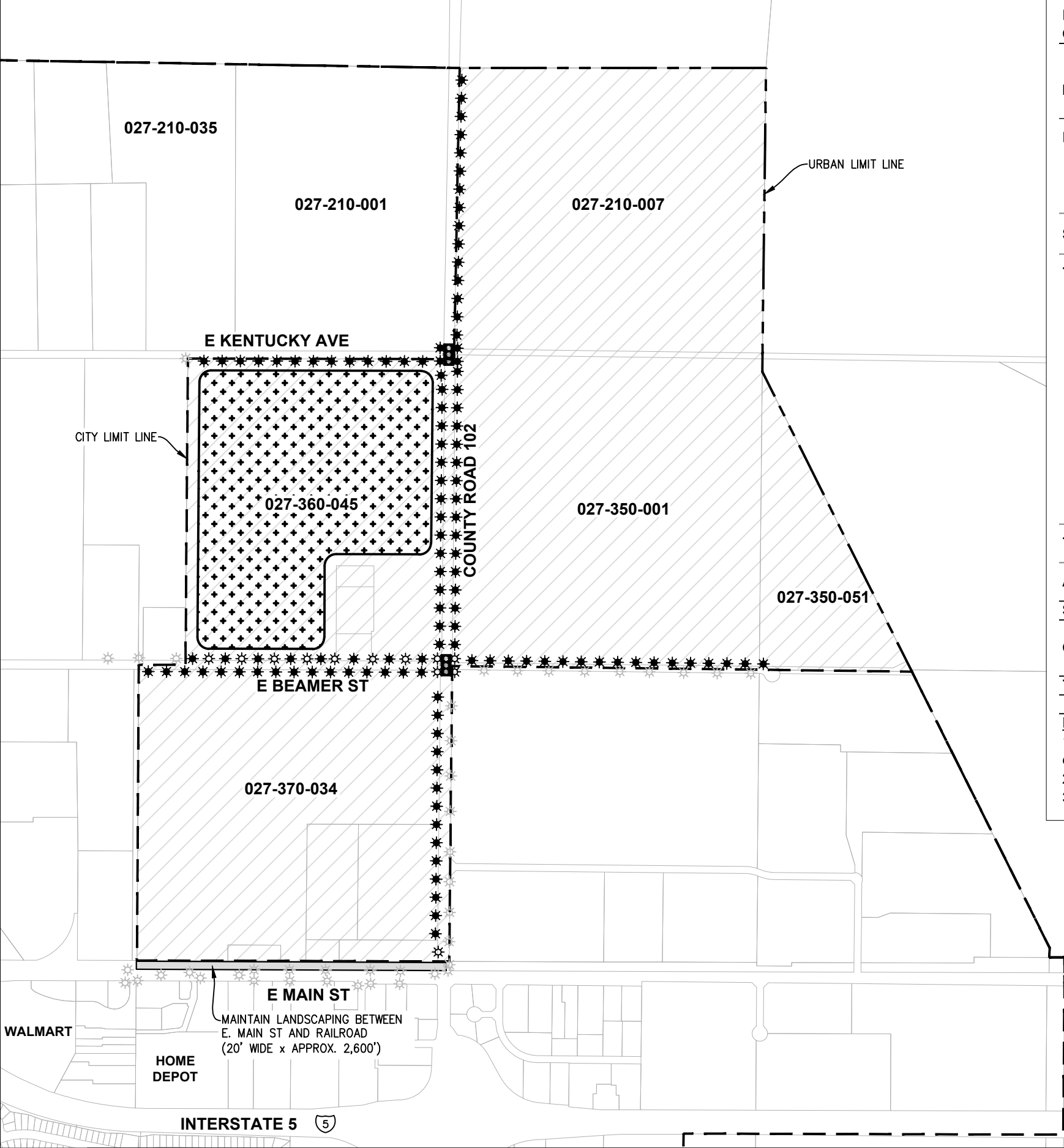


EXHIBIT D: REQUIRED INFRASTRUCTURE IMPROVEMENTS





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:

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.

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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

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

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.

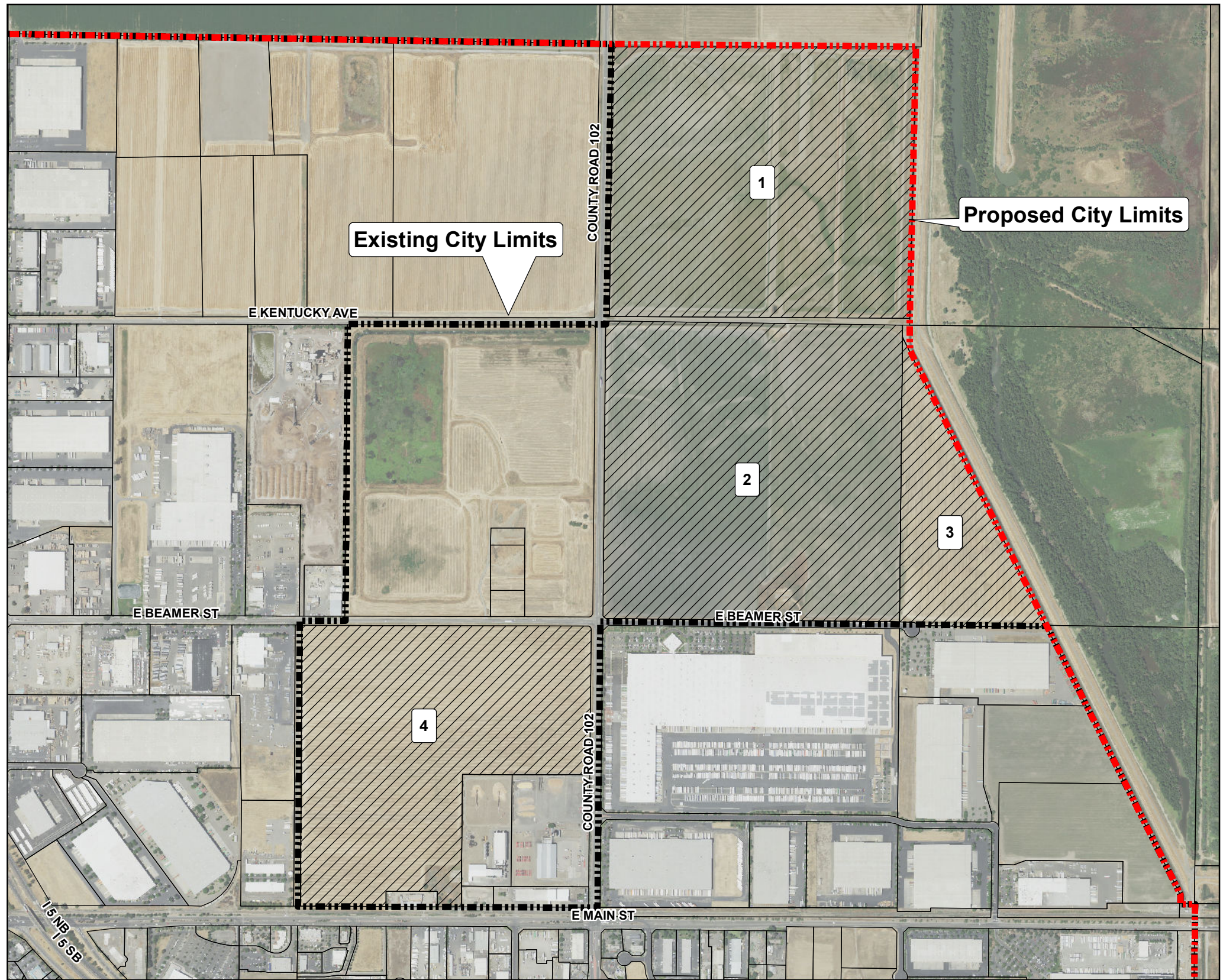
Resource Topic Area	CEQA Checklist Question	Applicable 2035 General Plan Policies to serve as Conditions of Approval
		projects, contractors shall receive cultural resource sensitivity training to identify potential archaeological resources and that all work should cease within 150 feet of prehistoric 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

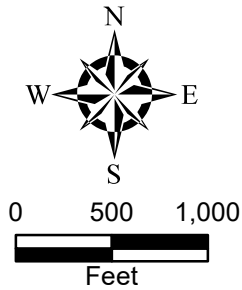


Exhibit G - Northeast Annexation Area

City of Woodland
County of Yolo, California

MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville CA 95678
Date: 10/31/2023 7741.800



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: I.14
SUBJECT: California Compass Logistics Center, LLC , Land Dedication Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Approving the Land Dedication Agreement by and between the City of Woodland and California Compass Logistics Center, LLC.

Staff Contact:

Megan Meier, Senior Planner, (530) 661-5814, megan.meier@cityofwoodland.org
Erika Bumgardner, Principal Planner, (530) 661-5886, erika.bumgardner@cityofwoodland.org

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. 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.

Furthermore, pursuant to the terms of the Development Agreement entered by California Compass Logistics Center, LLC, with the City, the Developer has agreed to dedicate land in fee to the City, at no cost and with no credits toward development impact fees (as outlined in the attached Land Dedication Agreement).

Background:

On November 7, 2023, the City Council acted on a "Citywide Annexation" proposal, which included the Northeast Industrial Area. Each property owner with undeveloped land in the Northeast Area was required to enter into a Development Agreement with the City of Woodland. The Second Reading and final action on November 21, 2023, will formally approve the Development Agreements and associated sub-agreements.

Discussion:

Pursuant to the terms of the Northeast Area Annexation Development Agreement between the City and "Developer," *California Compass Logistics Center, LLC*, approximately 70 acres of land, the "Dedication Site," as generally depicted in Exhibit B of the attached Land Dedication Agreement, shall be dedicated at no cost to the City to be used as part of the Lower Cache Creek Flood Risk Reduction Project.

The Land Dedication Agreement specifies the acreage dedication located immediately outside the jurisdictional boundaries of the City of Woodland. Additionally, the agreement more specifically establishes the terms governing the conveyance of the Dedication Site.

Within thirty (30) days of the date of delivery to the surveyed boundaries of the Dedication Site to Developer, Developer shall dedicate the Dedication Site to City by grant deed in a form as approved

by the City Attorney. The Dedication Site shall be conveyed to the City free of all liens and encumbrances. The Developer shall at its sole cost and expense secure any and all releases from liens or encumbrances as necessary to convey fee title to the Dedication Site in the condition required by the attached Land Dedication Agreement.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, Approving the Land Dedication Agreement by and between the City of Woodland and California Compass Logistics Center, LLC .

Prepared by:

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

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

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



Ken Hiatt
City Manager

Attachments:

1. Resolution_ Land Dedication Agreement
2. Land Dedication Agreement (NE Annexation DA)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING
AND DIRECTING THE CITY TO ENTER INTO A LAND DEDICATION AGREEMENT BY
AND BETWEEN THE CITY OF WOODLAND AND CALIFORNIA COMPASS, 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 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 California Compass, LLC, where the public was able to participate and comment and on said date, the public hearing was opened, held and closed;

WHEREAS, the Development Agreement further provides that California Compass, LLC will dedicate property of approximately 70 acres to the City, and California Compass and the City desire to enter into a separate agreement to more specifically outline the terms of such land dedication

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 Land Dedication Agreement by and between the City of Woodland and California Compass, 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 21st day of November 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Vicky Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Ethan Walsh, City Attorney

Date Signed: _____

Exhibit A – Land Dedication Agreement

EXHIBIT A
LAND DEDICATION AGREEMENT

When Recorded Mail Document To:

City of Woodland
300 Main Street
Woodland, CA 95695
Attn: City Clerk

Exempt from recording fees pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LAND DEDICATION AGREEMENT

This Land Dedication Agreement (this “**Agreement**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), by and between California Compass Logistics Center, LLC, a Delaware limited liability company (“**Developer**”), and the City of Woodland, a California municipal corporation (“**City**”). Developer and City are each respectively referred to herein as a “**Party**” and collectively as the “**Parties**”.

R E C I T A L S:

A. Developer is the owner of that certain property comprised of approximately 147 acres (APN 027-210-007) located immediately outside the jurisdictional boundaries of the City of Woodland, as more particularly described in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference (the “**Property**”);

B. Developer desires that the Property be annexed into the City for future development with industrial uses. To that end, concurrently with entering into this Agreement, City is requesting the Yolo County Local Agency Formation Commission (“**LAFCO**”) to process an annexation application for multiple properties, including the Property, and City and Developer are further entering into a Development Agreement to govern the future development of the Property (the “**Development Agreement**”).

C. Pursuant to the terms of the Development Agreement, Developer has agreed to dedicate in fee to the City, at no cost and with no credits toward development impact fees, certain real property as generally depicted in Exhibit B attached hereto and incorporated herein by reference, comprised a portion of the Property 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 “**Dedication Site**”) and a thirty (30) foot wide public utility and access easement along the full length of the eastern border of the Property south of the Dedication Site.

D. City and Developer desire to enter into this Agreement to more specifically establish the terms governing the conveyance of the Dedication Site, and, as consideration therefor, the excavation of soil material from the Dedication Site and a separate City parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Survey of Dedication Property. No later than forty-two (42) months after the Effective Date of this Agreement, City shall prepare and submit to Developer a survey of the boundaries of the Dedication Site. The surveyed Dedication Site shall be generally in the location depicted in Exhibit B, but, shall be configured as required by City for the design of the Lower Cache Creek Flood Risk Reduction Project in its reasonable discretion, provided that the Dedication Site shall not exceed seventy (70) acres in size. City shall, before finalizing the survey for the Dedication Site, consult with Developer and allow it to provide comments for the City's configuration. The configuration of the Property shown on Exhibit B shall be referred to hereinafter as the "**Preliminary Dedication Site.**"

2. License to Enter Property. Developer grants to City a non-exclusive right and license to enter, and for City to allow City's officers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees (collectively, "**City's Representatives**") to enter the Property for purposes of preparing the survey of the Dedication Site and to conduct engineering investigations in connection with the design the Lower Cache Creek Flood Risk Reduction Project. City shall coordinate with the Developer on the preparation of the survey, and shall provide the Developer with at least twenty-four (24) hours' notice prior to entering the Property in connection with preparing the survey.

3. Conveyance of Dedication Property. Within thirty (30) days after the date of delivery to the surveyed boundaries of the Dedication Site to Developer, Developer shall dedicate the Dedication Site to City by grant deed in a form as approved by the City Attorney. The Dedication Site shall be conveyed to the City free of all liens and encumbrances except for any encumbrances approved by the City in writing. Developer shall at its sole cost and expense secure any and all releases from liens or encumbrances as necessary to convey fee title to the Dedication Site in the condition required by this Agreement.

4. Dedication of Public Utility Easement. Developer shall dedicate the thirty (30) foot wide public utility and access easement along the full length of the eastern border of the Property south of the Dedication Site as depicted in Exhibit B concurrently with the dedication of the Dedication Site.

5. Excavation of Soil Material. As partial consideration for Developer's dedication of the Dedication Site to the City, City agrees that Developer may, at Developer's sole cost, excavate a cumulative amount of up to 550,000 cubic yards of soil material from the Dedication Site and that certain City-owned property located south of East Kentucky Avenue and west of County Road 102 (APN 027-360-045), as more particularly described in Exhibit C attached hereto and incorporated herein by this reference (the "**City Property**"). Developer shall comply with all requirements of this Agreement in conducting the excavation of soil materials as allowed herein.

6. Excavation from Dedication Site. Excavation of soil materials from the Dedication Site shall be subject to the following conditions:

6.1 The excavation of soil materials shall not occur until after the Dedication Site is conveyed to the City, and Developer shall apply for an encroachment permit from the City for the excavation of soil material from the Dedication Site. As part of the Encroachment Permit, Developer shall submit plans prepared and signed by a registered engineer for the excavation and grading of the Dedication Site. The plans prepared shall be subject to the review and approval of the City Engineer, to ensure consistency with the requirements of this Agreement. The plans shall be reviewed by City not less than 42 months after the Effective Date of this Agreement, so that City can ensure that the plans are coordinated with the design of the City's Flood Risk Management Project, if applicable. The plans shall provide for the proper drainage of the Dedication Site after completion of the excavation work, as determined by the City Engineer. The plans shall further ensure design of the Dedication Site following excavation and grading shall mitigate the need for ongoing maintenance and ensure that there is no potential for soil erosion on the Dedication Site to a level as deemed appropriate by the City Engineer. As part of the excavation and grading, the City may require Developer to incorporate any improvements required for the Flood Risk Management Project into the approved plans for the excavation and grading work, provided that the cost of such additional improvements shall be reimbursed by the City. Both parties acknowledge and agree that the City shall not reimburse Developer for any of the excavation work conducted by Developer. The City and Developer shall agree in writing upon the cost of such additional improvements and the terms of reimbursement. All excavation and grading shall be conducted in accordance with the approved encroachment permit and approved plans.

6.2 The excavation on the Property shall not excavate greater than three feet from the existing surface level in any area within the Property that is located within 500 feet of the base of the western side of the proposed levee planned to be constructed as part of the Flood Risk Management Project, as determined by the City Engineer. Notwithstanding the foregoing, in the event that the Developer desires to excavate a portion of the area within 500 feet of the base of the western side of the proposed levee, then the City and Developer may work to determine whether there is a means to allow for such additional excavation without undermining the structural integrity of the proposed levee. Any authorization for such additional excavation shall be subject to written approval of the City Engineer, which may be granted or withheld in his sole discretion.

6.3 As part of the review of the plans, Developer will work with the City to determine the amount of soil materials that can be excavated from the Dedication Site. Final determination of the amount of soil materials that can be excavated from the Dedication Site shall be made by the City engineer and shall take into account limitations on excavation due to the presence of ground water beneath the Dedication Site, the need to ensure that the proposed excavation does not undermine the existing Cache Creek Settling Basin Levees, and any other factors as deemed appropriate to consider by the City Engineer.

7. Excavation from City Property. The parties anticipate that Developer will be unable to excavate the entire 550,000 cubic yards of soil materials from the Dedication Site. Developer may excavate the remaining soil materials needed to secure the full 550,000 cubic yards, after excavation of the amount available from the Dedication Site, from the City Property, subject to the following terms and conditions:

7.1 Developer shall apply for an encroachment permit from the City for the excavation of soil material from the City Property. As part of the Encroachment Permit, Developer shall submit plans prepared and signed by a registered engineer for the excavation and grading of

the City Property as allowed pursuant to this Agreement. The plans prepared shall be subject to the review and approval of the City Engineer, to ensure consistency with the requirements of this Agreement. The plans shall provide for the proper drainage of the Dedication Site after completion of the excavation work is complete, as determined by the City Engineer. The plans shall further ensure design of the City Property following excavation and grading shall mitigate the need for ongoing maintenance and ensure that there is no potential for soil erosion on the City Property to a level as deemed appropriate by the City Engineer. The City Property is intended to be used for City storm drainage improvements, and Developer shall design its excavation and grading work to allow for the City to expand the capacity of the storm drainage ponds resulting from the excavation and grading work in the future. As part of the excavation and grading, the City may require Developer to incorporate any improvements required for the storm drainage improvements on the City Property into the approved plans for the excavation and grading work, provided that the cost of such additional improvements shall be reimbursed by the City. The City and Developer shall agree in writing upon the cost of such additional improvements and the terms of reimbursement. Both parties acknowledge and agree that the City shall not reimburse Developer for any of the excavation work conducted by Developer. All excavation and grading shall be conducted in accordance with the approved encroachment permit and approved plans.

7.2 Developer's right to excavate soil materials from the City Property is further subject to the following conditions: The City intends to construct permanent storm drainage improvements on the City Property within fifteen years following the Effective Date of this Agreement. In the event that City plans to commence with construction of such storm drainage improvements on the City Property prior to Developer excavating soil materials from the City Property as allowed by this Agreement, City will provide written notice of its intent 12 months prior to commencement of construction of such storm drainage improvements. During the 12 month period following delivery of such written notice, Developer may proceed with excavation of the soil materials as provided for in Section 6.1. Following commencement of City's construction of the permanent storm drainage improvements, Developer's excavation of soil materials from the City Property may only be conducted in a manner that shall not negatively impact the permanent storm drainage improvements as determined by the City Engineer. This may reduce or eliminate Developer's right to excavate any further soil materials from the City Property, and Developer's right to excavate any such materials shall be waived, even if Developer has not yet excavated the full 550,000 cubic yards contemplated by this Agreement. In the event that the City does allow for further excavation following completion of the permanent storm drain improvements, then following such excavation, Developer shall return the City Property and the permanent storm drain improvements to its pre-excavation condition, or an approved condition, as determined by the City Engineer in his sole discretion.

7.3 Notwithstanding the foregoing, Developer may excavate up to 100,000 cubic yards of soil material from the City Property before excavation of soil material from the Dedication Site provided that all other provisions of this Section 6 are satisfied for the removal of soil from the City Property. The quantity of soil material removed pursuant to this Subsections 6.3 shall be deducted from the total amount of soil material that the City is making available to the Developer pursuant to this Agreement.

8. License to Enter City Property. City grants to Developer a non-exclusive right and license to enter, and for Developer to allow Developer's officers, employees, contractors,

subcontractors, consultants, representatives, agents, permittees and invitees (collectively, “**Developer’s Representatives**”) to enter the Dedication Site (following dedication by Developer to City) and the City Property for purposes of excavating soil material as provided herein, and performing all activities necessary or desirable related thereto (collectively, “**Developer’s Activities**”). Developer shall coordinate with the City on the Developer’s Activities, secure all City approvals necessary for the Developer’s Activities whether or not they are referenced or required in this Agreement, and shall provide the City with at least twenty-four (24) hours’ notice prior to entering the City Property or the Dedication Site for any Developer’s Activities.

9. Use of Soils Materials. Developer may remove the soils to the following properties in which it has an interest, which properties are adjacent to or nearby the Dedication Site and the City Property: (a) the balance of the Property after transfer of the Dedication Site; (b) 158 Acres (APN 027-350-001, (c) 37 Acres (027-350-051, and 165 Acres (APNs 027-210-034, 035 and 036).

10. Compliance. Developer shall perform Developer’s Activities, including in compliance with all applicable laws, City approvals and any other regulatory approvals required in connection with Developer’s Activities.

11. Mechanics Liens. Developer will not permit any mechanics liens to be filed against the City Property or the Dedication Site by reasons of any work, labor, materials, supplies, or services furnished or purportedly furnished on or about the City Property or the Dedication Site in connection with Developer’s Activities. If any such mechanics lien shall be filed against the City Property or the Dedication Site, Developer shall discharge or release the same by posting a bond or otherwise; provided, however, that Developer may contest any such lien so long as the enforcement thereof is stayed. If Developer does not cause any such mechanics lien to be released of record or the enforcement thereof stayed within sixty (60) days after demand by City, City shall have the right, but not the obligation, to cause such lien to be released by posting a bond, and Developer shall reimburse City for all reasonable expenses incurred by City in posting such bond.

12. Indemnification. Developer agrees to indemnify, defend and hold City harmless from and against any and all claims, losses, liabilities, damages, costs and expenses, including, but not limited to, reasonable attorneys’ fees and costs (collectively, “**Claims**”) relating to injury to or death of persons or physical damage to personal property, to the extent directly caused by the negligence or willful misconduct of Developer or Developer’s Representatives in the course of performing Developer’s Activities pursuant to this Agreement. City acknowledges that the foregoing obligation is intended to protect City from claims it may suffer solely as a result of Developer conducting Developer’s Activities on the City Property or the Dedication Site, and that it is not intended to and does not include an indemnification of City for, among other things, any monetary damages or diminution in the value of the City Property as a result of the discovery of any pre-existing condition in, on or under the City Property or the Dedication Site or Claims arising after expiration or termination this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. Insurance.

13.1 Developer shall obtain or require all contractors it directly engages to conduct the Developer’s Activities to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to City at any time that Developer

is conducting work or otherwise accessing the City Property, the Preliminary Dedication Site or the Dedication Site (following conveyance to the City).

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a limit of not less than two million dollars (\$2,000,000.00) (or such lesser amount as may be approved in writing by City). If such insurance contains a general aggregate limit, it shall apply separately to construction work authorized by this Agreement or be no less than two times the occurrence limit and shall also name City, its officials, officers, employees, agents, and volunteers as additional insureds by endorsement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) each accident shall be maintained. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall contain the same provisions regarding additional insureds as set forth in Section 11.1(a) above.

(c) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) each accident.

13.2 Other insurance requirements. Developer shall:

(a) Prior to taking any actions authorized by this Agreement, furnish City with properly executed certificates of insurance and endorsements or copies of insurance policies that evidence all insurance required in this Section 11 and that such insurance may not be canceled, allowed to expire, or be materially reduced in coverage except with thirty (30) days' prior written notice to City.

(b) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to substantial completion of the Developer's Activities on the City Property.

(c) Maintain all insurance required herein through the time that Developer completes all Developer's Activities to be conducted on the City Property.

(d) Place all insurance required herein with insurers licensed to do business in California and reasonably acceptable to City.

14. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the parties as follows:

If to City:	City of Woodland
	300 First Street

Woodland, CA 95695
Attn: City Manager

With a copy to:

Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Ethan Walsh

If to Developer: Kamilos Companies
11249 Gold Country Blvd., Suite 190
Gold River, CA 95670
Attn: Gerry Kamilos

The date of any notice or communication shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any party may change its address for notice by giving notice to the other party in accordance with this Section 12.

15. Miscellaneous.

(a) Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Binding Effect. This Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

(c) Survival. The obligations of the parties to indemnify, protect, defend and hold harmless the other party shall survive the expiration or earlier termination of this Agreement.

(d) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief.

(e) No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person, except such parties, their successors and assigns. No obligation of a party under this Agreement is enforceable by, or is for the benefit of, any other third parties.

(f) Interpretation. This Agreement shall be construed according to the fair meaning of its language. 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. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

Unless the context clearly requires otherwise: (i) the plural and singular shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (iv) “or” is not exclusive; (v) “include,” “includes,” and “including” are not intended to be restrictive, and lists following such words shall not be interpreted to be exhaustive or limited to items of the same type as those enumerated; and (vi) “days” means calendar days, except if the last day for performance occurs on a Saturday, Sunday, or any legal holiday, then the next succeeding business day shall be the last day for performance.

(g) Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

(h) Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(i) Authority; Execution. City represents that the person executing this Agreement on behalf of City is duly authorized to do so. Developer represents that the person executing this Agreement on behalf of Developer is duly authorized to do so.

(j) Final Agreement; Amendment. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

(k) Joint and Several Liability. At any time for so long as this Agreement is in effect that 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.

(l) 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 Property. 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.

SIGNATURE PAGE TO LAND DEDICATION AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DEVELOPER:

California Compass Logistics Center, LLC,
a Delaware limited liability company

By: _____
Gerry N. Kamilos, Manager

Date: _____, 2023

CITY:

CITY OF WOODLAND,
a municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

[end of signatures]

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

EXHIBIT B **DEPICTION OF DEDICATION SITE**

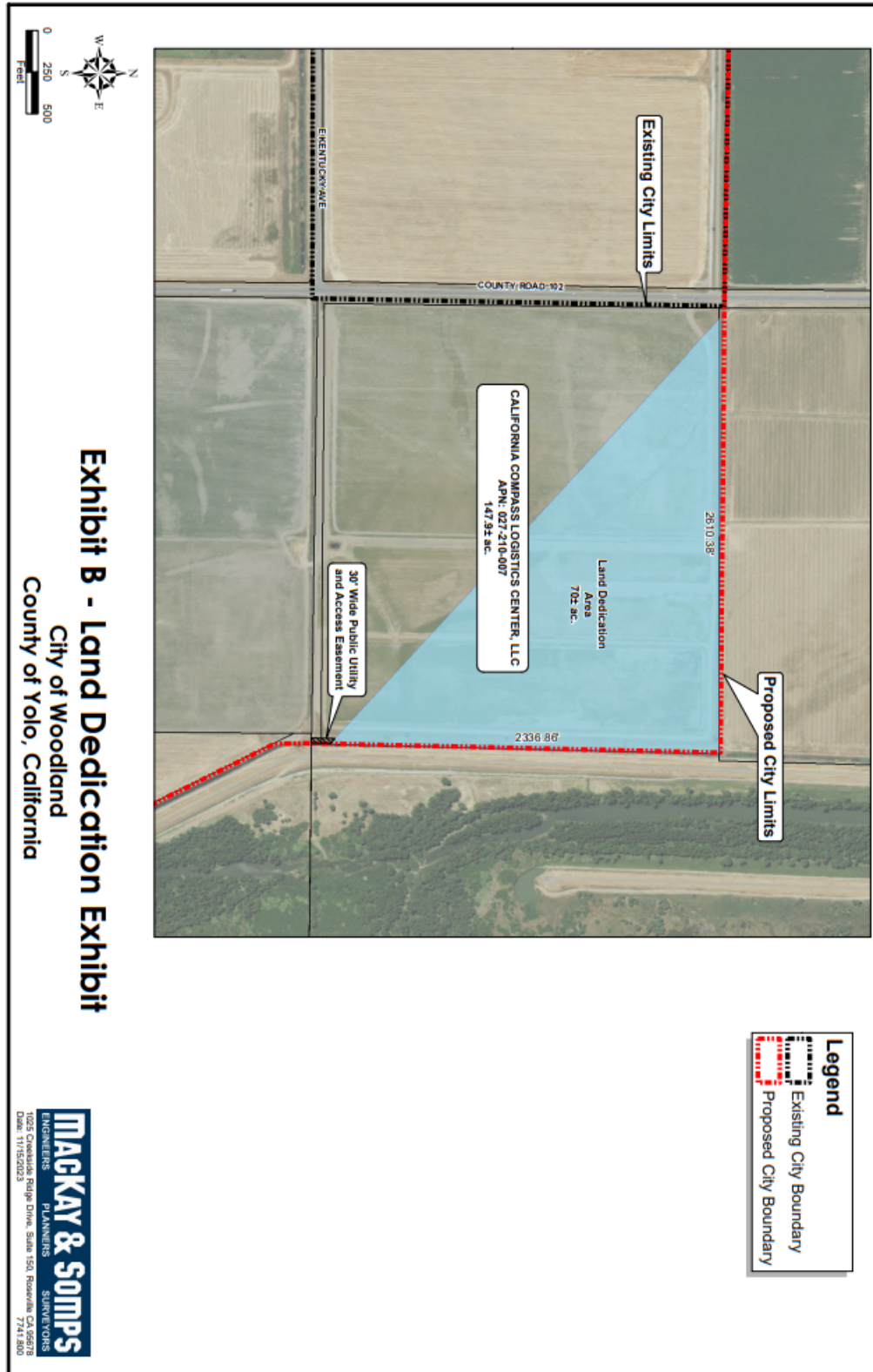
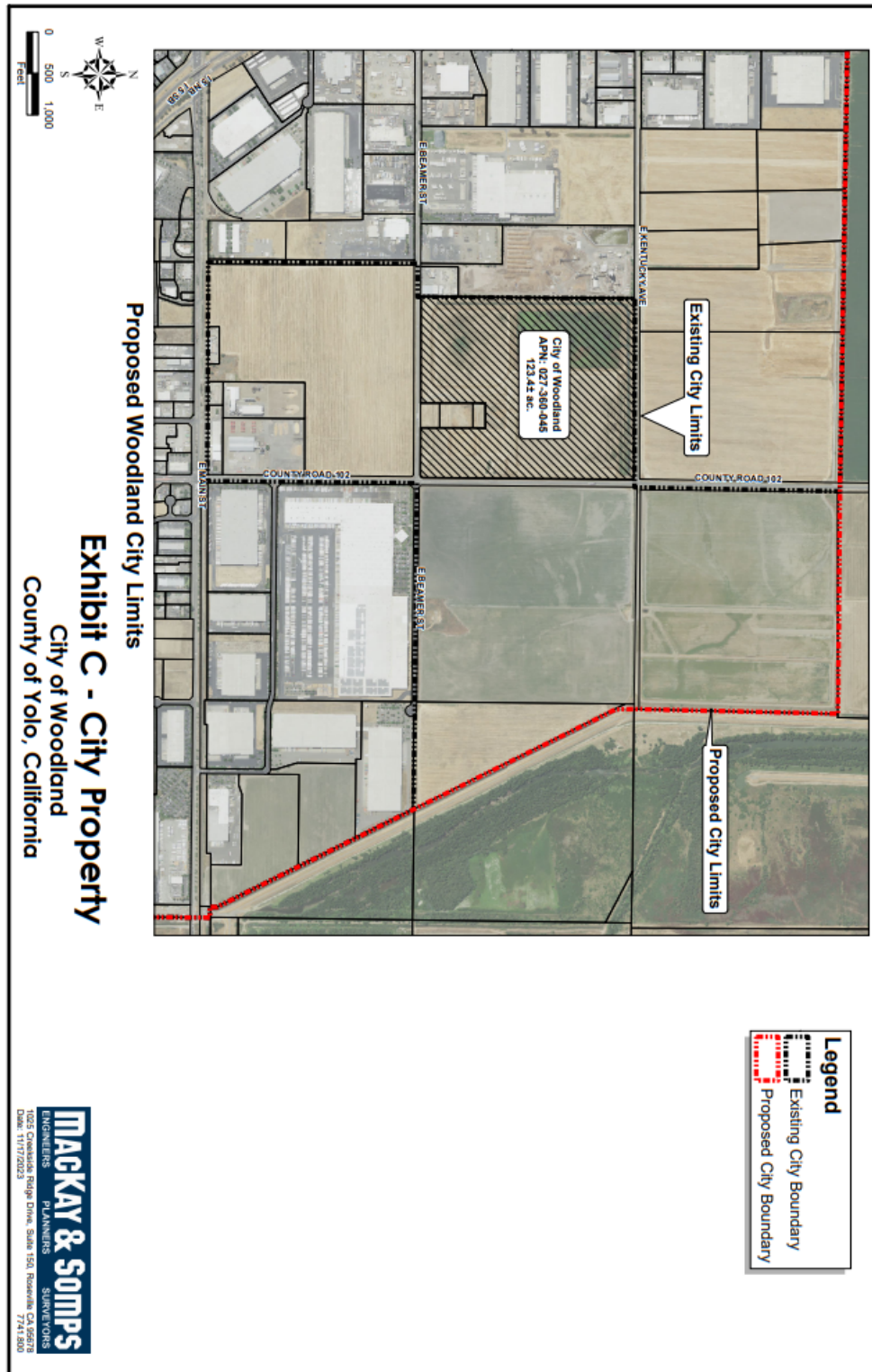


EXHIBIT C

DESCRIPTION OF CITY PROPERTY



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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: J.15
SUBJECT: Fee for use of City-Owned Electric Vehicle Chargers

Recommendation for Action: Staff recommends that the City Council hold a public hearing and adopt Resolution No. _____, setting fees for use of City-owned Electric Vehicle Chargers.

Staff Contact

Scott Sawin, Chief Information Officer, (530) 661-7979, scott.sawin@cityofwoodland.org
Ken Hiatt, City Manager, (530) 661-5800, ken.hiatt@cityofwoodland.org

Fiscal Impact

The purchase and installation costs for the four new and four replaced charging stations are estimated at \$225,000 and were funded with \$150,000 in grant funds received through the Electrify Yolo Project Grant and approximately \$75,000 in budgeted General Fund dollars. The recommended fee of \$0.49 or charging is proposed to be set at a rate that is fiscally neutral by setting the rate/kilowatt sufficient to cover the City's costs of electricity plus the maintenance and replacement of the equipment. The actual fiscal impact is subject to numerous variables that will affect the costs and revenues. Staff will monitor the charger utilization as well as operation and maintenance costs closely and return to the Council with adjustments as needed to ensure cost neutrality.

Background

In support of the City's Climate Action Plan and sustainability goals, the City installed several electric vehicle (EV) charging stations for public use in City owned lots downtown to help promote the adoption of electric vehicle use. Currently there are four city-owned, publicly available EV charging stations, (2) in the "solar lot" at the north-east corner of College and Court Street, (1) in the Library parking lot, and (1) in the First Street parking lot across from City Hall. With the exception of the library lot, each charging station has two charging cords.

Discussion

Since these chargers were installed nearly 5 years ago, EV charging technology has improved significantly and the industry has seen a substantial increase in electric vehicle ownership. Charging at each of these locations has been free to the public since installation and staff has monitored utilization of the spaces. Over the past year, the chargers have been used nearly 100% of the time during normal business hours with frequent utilization into the evening and even overnight. This pattern has demonstrated the growing utilization of electric vehicles. Additionally, it is noted that the heavy utilization is also influenced by the fact that charging is free at each of these locations with no time restriction.

To support continued growth of electric vehicle use, the City applied for and received a \$150,000 grant from Sacramento Area Council of Governments (SACOG) to install new public EV charging stations. Given the high demand for use of the existing chargers in downtown, the City is using these funds to install four new Level 2 chargers (2 cords each) in the City-owned parking lot just south of the Hotel Woodland. Work to upgrade the electrical capacity to serve the chargers, plus capacity for four additional chargers, was recently completed. The City has purchased the new ChargePoint charging stations and anticipates installation being completed by the end of the calendar

year. Concurrently, the city will be replacing the chargers in the Solar, Library, and First Street lots with similar equipment.

The new chargers will be equipped with the ability to charge a fee for utilization. To help promote efficient utilization of the charging space and begin to off-set the City's expenses for installing and maintaining the charges, staff is recommending the City establish a fee and begin charging users upon installation of the new chargers. To determine an appropriate fee, staff evaluated rates for similar public and private charging stations in the region. The proposed fee of \$0.49/ kWh will cover the City's costs for electricity, which currently range from \$0.324 - \$0.432 / kW, as well as the projected cost for maintenance and replacement of the chargers. Additionally, to further encourage turn-over of the EV charging parking spaces, an idle fee of \$2.50 for every 30 minutes the vehicle is plugged in and not actively charging is proposed. While rates and fee structure vary somewhat, what was found was that the proposed rate was in-line with what is charged at equivalent charging stations. The City of Winters recently completed their new city-owned public charging stations under the same grant program. The approved rate for these chargers is also set at \$0.49.

Conclusion

Staff recommends that the City Council hold a public hearing and adopt Resolution No. _____, setting fees for use of City-owned Electric Vehicle Chargers.



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. City-Owned EV Charger Locations

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND SETTING FEES FOR USE OF CITY-OWNED ELECTRIC VEHICLE CHARGERS

WHEREAS, the City of Woodland adopted a Final 2035 Climate Action Plan in May 2017, which includes objectives to install or support the installation of electric vehicle (EV) charging stations distributed throughout downtown and major shopping locations, and along major travel routes; and

WHEREAS, the City of Woodland has installed three dual EV charging stations and one single EV charging station in three public parking lots in Downtown Woodland at and near City Hall and the Woodland Public Library; and

WHEREAS, the City of Woodland plans to continue to install EV charging stations in public parking lots to promote and encourage the use of electric vehicles; and

WHEREAS, the City of Woodland desires to establish a fee schedule for use of City-owned EV charging infrastructure, to facilitate recovery of costs for electricity, maintenance, replacement, monitoring, and construction of such infrastructure; and

WHEREAS, staff researched and compared existing energy rates from PG&E/VCE at the charging locations to other charging stations around the region; and

WHEREAS, in accordance with Government Code section 66018, the City Council called a public hearing for November 21, 2023, to receive public comments on the proposed fees. Notice of the public hearing was given by publication in a newspaper of general circulation within the City once a week for two weeks commencing at least 10 days prior to the public hearing, with at least 5 days intervening between the first and last publication. On November 21, 2023, at the time and place set for the public hearing, the City Council heard and considered all oral and written presentations and comments made regarding the proposed fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

SECTION 1. The above Recitals are true and correct and by this reference incorporated herein.

SECTION 2. The City of Woodland Comprehensive Fee Schedule be amended to include the following charges for the electric vehicle charging stations located within the City of Woodland as follows:

- A flat rate of \$0.49 per kwh
- An occupancy rate of \$2.50 per 30 every minutes starting 30 minutes after the vehicle has been fully charged or reached its target charging level

SECTION 3. The Charging Fee shall become effective January 1, 2024 and implemented upon the installation of EV charging infrastructure capable of allowing the public to pay the fee for use of City-owned electric vehicle charging space.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 21st day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

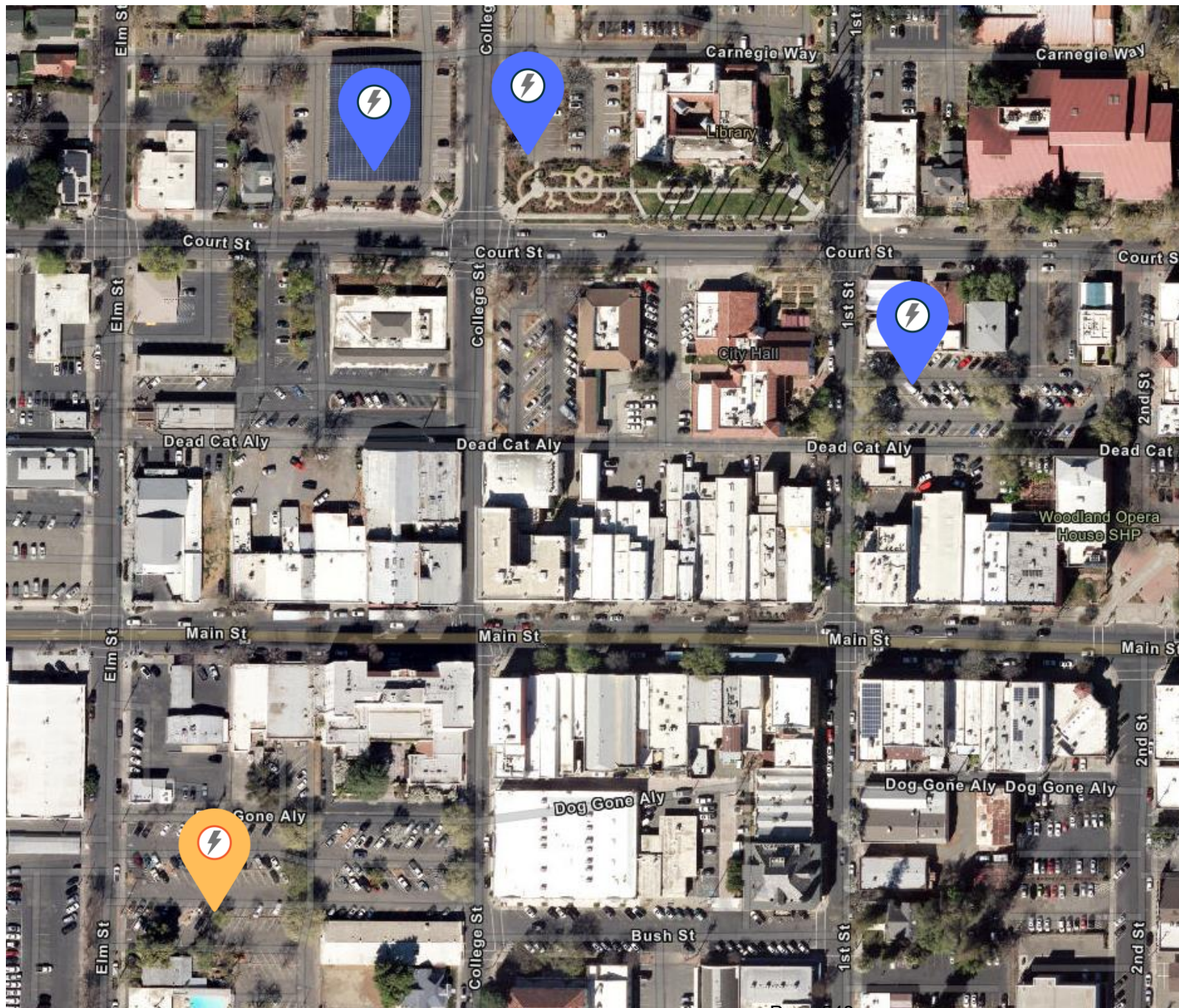
City-owned EV Charging Stations



Existing:
Solar Lot (2)
Library Lot (1)
First Street Lot (1)



New January 2024
Hotel Woodland
Lot (2)





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: November 21, 2023
ITEM #: K.16
SUBJECT: Rotation of Mayor and Mayor Pro Tempore

Recommendation for Action: Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the following year, effective at the first meeting in December 2023.

Staff Contact: Ken Hiatt, City Manager, (530) 661-5800, ken.hiatt@cityofwoodland.org

Background:

In the fall of 2016 the City Council amended Title II of the Municipal Code establishing annual rotating terms for the office of Mayor and Mayor Pro Tempore. Specifically, the Municipal Code provides that:

At the first City Council meeting in December of every odd year (and the first meeting following the certification of election results of any municipal general election), the city council shall designate its presiding officer who shall have the title of Mayor. The council member who served as Mayor Pro Tempore immediately prior to this meeting shall be designated as Mayor. (Section 2.08.010).

Additionally, at the same meeting at which the Mayor is selected, the City Council shall also designate one of its members as Mayor Pro Tempore, who shall perform the duties of the mayor during the mayor's absence or disability. The Mayor Pro Tempore shall be selected from among the council members on a rotating basis in accordance with their district numbers. (Section 2.08.030).

The Municipal Code further states that both the Mayor and Mayor Pro Tempore serve in their respective capacities at the pleasure of the City Council.

Discussion:

Currently, Council member Vicky Fernandez (District 4) serves as Mayor and Council member Tania Garcia-Cadena (District 3) serves as Mayor Pro Tempore. Pursuant to the process spelled out in the Municipal Code, Council member Tania Garcia-Cadena would be in line to be designated as Mayor and Council member Rich Lansburgh (District 1) would be designated as Mayor Pro Tempore.

Position changes will be effective immediately prior to the December 5th regularly scheduled City Council meeting. Both positions would be held for a period of one year, with the next rotation occurring at the first regular meeting following certification of the election results of the November 2024 municipal general election.

Conclusion:

Staff recommends that the City Council designate the Council members to serve as Mayor and Mayor Pro Tempore for the next twelve months, pursuant to Title II of the Woodland Municipal Code, effective at the Council's first meeting in December 2023.



Ken Hiatt
City Manager

Attachments:

1. Chapter 2.08 MAYOR AND MAYOR PRO TEMPORE

Title 2 ADMINISTRATION

Chapter 2.08 MAYOR AND MAYOR PRO TEMPORE

[2.08.010 Appointment and removal.](#)

[2.08.020 Duties of Mayor.](#)

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2.08.010 Appointment and removal.

A. During the first City Council meeting following the certification of election results after any general municipal City election at which Council members are elected and during the first City Council meeting in December of every odd year beginning in 2017, the City Council shall meet and designate its presiding officer who shall have the title of Mayor. The Council member who served as Mayor Pro Tempore in accordance with Section [2.08.030](#) immediately prior to this meeting shall be designated as Mayor. The Mayor shall serve a term of one year. The Mayor shall serve in this capacity at the pleasure of the City Council.

B. Should the person who was selected as Mayor Pro Tempore in accordance with Section [2.08.030](#) no longer be a Council member at the time of the above-referenced meeting, the remaining Council members shall select one of their members to serve as Mayor by a majority vote, in a manner intended to allow each Council member the opportunity to serve as Mayor for one year during their term to the extent possible. (Ord. 1696 § 1, 2022; prior code § 2-2-1)

2.08.020 Duties of Mayor.

The Mayor shall perform those duties required by law or which, consistent with the office, the Mayor voluntarily assumes within the limitations of the law and the limitations imposed by the Council. (Prior code § 2-2-2)

2.08.030 Mayor Pro Tempore.

At the same meeting at which the Mayor is selected in accordance with Section [2.08.010\(A\)](#), the City Council shall also designate one of its members as Mayor Pro Tempore, who shall perform the duties of the Mayor during the Mayor's absence or temporary disability. The Mayor Pro Tempore shall be selected from among the Council members on a rotating basis in accordance with their district numbers, in a manner intended to allow each Council member the opportunity to serve as Mayor for one year during their term, to the maximum extent possible. The Mayor Pro Tempore shall serve in this capacity for one year and shall serve at the pleasure of the City Council. (Ord. 1696 § 2, 2022; prior code § 2-2-3)

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