

**Memorandum of Understanding
City of Davis, Yolo County, and DiSC 2022 Applicant**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the City of Davis (“City”) a municipal corporation, the County of Yolo (“County”) a political subdivision of the State of California, and Buzz Oates LLC, a California Limited Liability Corporation and Ramco Enterprises, a California Corporation (jointly “Applicant”), and shall be effective as of the date Measure H is approved by the Davis electorate and by the last signature below, whichever occurs last.

RECITALS

WHEREAS, Applicant is the owner of approximately 102-acres located at the northeast corner of the intersection of Mace Boulevard and County Road 32 (APN 033-630-009) in unincorporated Yolo County on which it has proposed an innovation center (“DiSC 2022” or “Project”) in response to the stated goals identified by the City in a Request for Expressions of Interest released in 2014; and

WHEREAS, since its original submittal in 2014, versions of the Project have undergone analysis pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code 21000 et seq.) including preparation of an Environmental Impact Report (“EIR”) certified in 2017 by Resolution 17-125 (SCH # 2014112012) and a Subsequent EIR (“SEIR”) certified in 2020 by Resolution 20-109 (SCH # 2014112012); and

WHEREAS, City employed the traffic consulting firm Fehr & Peers to conduct the DiSC 2022 traffic analysis, which analysis is contained in two volumes appended to an Addendum to a Subsequent EIR certified in 2020 by Resolution 20-109 (SCH # 2014-112012); and

WHEREAS, as enumerated in Traffic Operations Analysis - Volume 2 (“Traffic Analysis, Vol. 2”), twenty-three (23) specific transportation mitigation measures have been identified to mitigate for DiSC 2022’s potential level of service (“LOS”) transportation-related impacts; the 23 mitigation measures are enumerated within the body of this Agreement in article I, section 1(A) and are depicted in Attachment A; and

WHEREAS, sixteen of the identified transportation mitigation measures are imposed as Project mitigation measures 3-70(a) and 3-75(c), which indicate that “[T]he project applicant shall *construct physical improvements or pay its fair share* as described prior to the issuance of the first certificate of occupancy” and “The applicant shall *construct the*

improvement and/or contribute fair share funding prior to the issuance of the first certificate of occupancy for each project phase under review;” and

WHEREAS, consistent with City policy and various Project-related approvals, including but not limited to the adopted MMRP (Resolution No. 22-009) and the Development Agreement, Applicant agrees that the identified transportation mitigation measures should be implemented concurrent with the construction of DiSC 2022; and

WHEREAS, pursuant to Exhibit G to the Project’s Development Agreement (DA #2-14), the City and County have agreed to collaborate in the review and approval of those identified transportation mitigation measures for which implementation will be the responsibility of the Applicant; and

WHEREAS, City and the County desire to see the Project advance in a manner that will achieve its objectives while not resulting in a significant increase in traffic congestion on Mace Boulevard and other surrounding roadways; and

WHEREAS, the Project is subject to a citizen-vote on June 7, 2022 (City of Davis ballot Measure H) consistent with Davis Municipal Code, Article 41.01 Citizen’s Right to Vote on Future Use of Open Space and Agricultural Lands; and

WHEREAS, upon approval of the Project by the electorate, the City, County, and Applicant intend for this Agreement to be a legally-binding contract for the purpose of, among other things, supplementing the Development Agreement, MMRP, and other entitlements and approvals with respect to the Developer’s obligations concerning potential Project impacts on traffic, traffic infrastructure, and road users.

NOW, THEREFORE, in furtherance of these shared goals and for the mutual consideration expressed herein, the Parties hereby agree as follows:

I. Agreement for Implementation of Traffic Improvements

1. Identification and Design of Improvements

A. Mitigation Measures. The Applicant is required, pursuant to the adopted CEQA Addendum (Resolution No. 22-099), to implement the twenty-three identified transportation mitigation measures to mitigate for Project-related traffic impacts. Those twenty-three measures are as follows:

1. Add a second northbound lane on Mace Boulevard between Second Street and Harper Junior High School. (MM 3-70(a))
2. Improve bicycle facilities on Mace Boulevard. (MM 3-75(c))
3. Add a second southbound lane on Mace Boulevard between Alhambra Drive and Harper Junior High School. (MM 3-70(a))
4. Construct a Class I shared-use path on the inside of the Mace Curve. (MM 3-75(a))
5. Construct a grade-separated bicycle/pedestrian crossing of Mace Boulevard. (MM 3-75(c))
6. Improve bicycle facilities on Alhambra Drive. (MM 3-75(c))
7. Improve bicycle and pedestrian crossings at Mace Boulevard and Alhambra Drive. (MM 3-75(c))
8. Enhance northbound and southbound bus stops on Mace Boulevard. (MM 3-76(a))
9. Improve bicycle facilities on Second Street and County Road 32A. (MM 3-75(c))
10. Improve bicycle and pedestrian crossings and modify intersection approaches at Mace Boulevard/Second Street/County Road 32A. (MMs 3-70(a), 3-75(c))
11. Install traffic signal and modify intersection approaches at County Road 32A/Mace Park-and-Ride/West DiSC 2022 Driveway. (MM 3-70(a))
12. Improve pedestrian facilities and landscaping on Mace Park-and-Ride access road. (MM 3-75(a))
13. Add a third southbound lane on Mace Boulevard from Second Street to the I-80 WB on-ramp. (MM 3-70(a))

14. Extend the third northbound lane on Mace Boulevard from the I-80 off-ramp to Second Street. (MM 3-70(a))
15. Improve bicycle and pedestrian crossings and modify intersection approaches at Mace Boulevard/I-80 WB ramps. (MMs 3-70(a), 3-75(c))
16. Improve bicycle and pedestrian crossings at Mace Boulevard / I-80 EB ramps. (MM 3-75(c))
17. Improve bicycle facilities on Chiles Road. (MM 3-75(c))
18. Modify traffic signal operations at Chiles Road / I-80 EB off-ramp. (MM 3-70(a))
19. Improve bicycle and pedestrian crossings and modify traffic signal operations at Mace Boulevard / Chiles Road. (MMs 3-70(a), 3-75(c))
20. Improve UPRR crossing of County Road 32A. (MMs 3-70(a), 3-75(b))
21. Widen County Road 32A between County Road 105 and the causeway shared-use path and install Class II bike lanes. (MM 3-75(b))
22. Increase capacity at I-80 / County Road 32A / Chiles Road interchange. (MM 3-70(a))
23. Improve eastbound bicycle crossing between County Road 32A and the causeway shared-use path. (MM 3-75(b))

B. Mace Boulevard Corridor Plan. The Applicant will fund and City will complete a corridor plan for the Mace Boulevard corridor between the intersection of Pole Line Road (County Road 102) and East Covell Boulevard in the northwest and the intersection of Mace and Cowell Boulevards in the southeast (“Mace Corridor Plan”). Said Mace Corridor Plan will provide the project-level design for a majority of the aforementioned Project transportation mitigations measures which shall, at a minimum, include numbers 1 through 10 and 13 through 19. Though not identified as necessary Project mitigation in

the CEQA Addendum, the Mace Corridor Plan shall also include design for a second, westbound lane of East Covell Boulevard extending from the eastern edge of Harper Junior High School to the bicycle undercrossing of East Covell Boulevard at the Wildhorse Subdivision and for improvements to the intersection of Mace Boulevard and County Road 104A/30B.

- C. **Consultant Selection, Review and Approval Authority.** Consistent with Exhibit G of the DiSC 2022 Development Agreement, City shall select a traffic consultant to conduct said Mace Corridor Plan and, in accordance with all requirements set forth in the Development Agreement, County shall then be afforded an opportunity to (a) approve or disapprove of the selection of said traffic consultant; (b) review, comment on, and approve each scope of work as it relates to potential impacts on County roads and road users; and (c) review and approve the adequacy of the various project-level roadway improvements identified in the resulting Mace Corridor Plan which are intended to address potentially significant impacts to County roads or road users.

- D. **Maintenance of Adequate LOS.** City and Applicant commit that the Mace Corridor Plan will include roadway improvements identified as necessary to mitigate for the Project's impacts and maintain roadway function at the City and County's respective LOS standards, as recognized on Attachment B, including but not limited to the addition of lanes of travel where necessary. The achievement of other City or County transportation goals shall not supersede maintenance of acceptable LOS.

- E. **Roadway Improvements Not Included in the Mace Blvd. Corridor Plan.** To the extent design of a required transportation mitigation measure is not included within the Mace Corridor Plan, which may include transportation mitigation measures identified as numbers 9, 11, 12, 17, 20, 21, 22, and 23, City and County will afford each other the same opportunity to review and approve the consultant, its scope and the resulting roadway improvements as is afforded under article I, section 1(C), supra, regardless of which jurisdiction is the lead planning agency.

- F. **Roadway Impacts.** For the purposes of this article I, section 1, "impact" shall be a potentially significant impact requiring mitigation as defined by the California Environmental Quality Act. Thresholds of significance shall be based on industry-standard CEQA thresholds for level of service, vehicle miles traveled, or other threshold or methodology agreed upon by the City and County. The terms "approve" and "approval" in this section shall mean

administrative approval. City and County shall not unreasonably withhold approval or agreement to mitigations that are identified as adequate by the agreed-upon consultant.

2. Party Responsible for Implementation of Improvement

- A. **Applicant Funded Improvements.** Applicant will construct transportation mitigation measures identified as numbers 4, 5, 8 and 12, supra, and as depicted on Attachment A within the timeframes set forth in Section 3, below. Initial funding for the construction of transportation mitigation measures 4, 8 and 12 will be solely by the Applicant. While County and City have no obligation to fund any portion of the cost of transportation mitigation measure 5, the grade-separated crossing of Mace Blvd., County and City specifically commit to collaborate in good faith to seek grants, or other funding opportunities or mechanisms, to aid in construction of the measure. In furtherance of grant of other funding opportunities, Applicant commits to expeditiously producing 65% design drawings for the off-grade crossing no later than the initial issuance of grading permits for the Project. Notwithstanding the foregoing, Developer's obligations regarding construction the grade-separated crossing are not dependent upon the success of any effort to obtain grant or other funding for construction of the measure.
- B. **Fair Share Funded Improvements.** Transportation mitigation measures identified as numbers 20, 21, and 23 will mitigate for the Project's expected increased utilization of facilities where there are existing deficiencies in the transportation system. Parties agree that it is appropriate for the Applicant to pay fair share contributions toward these improvements, all of which may be designed and implemented by County in its sole discretion. The amount of Applicant's fair share contribution to measure 20 will be determined by County using the methodology described in Attachment C within a reasonable amount of time before the contribution is due. Applicant's fair share contribution to measures 21 and 23 will be determined by County using generally acceptable methodology, also within a reasonable amount of time before each contribution is due. Nothing in this MOU obligates County to construct the improvements described in these mitigation measures.
- C. **All Other Roadway Improvements.** Applicant commits that the remaining sixteen transportation mitigation measures identified herein as numbers 1, 2, 3, 6, 7, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, and 22, which may be satisfied, pursuant

to the CEQA Addendum, by either constructing the improvement or paying fair share, will be initially funded and physically constructed by the Applicant if not previously installed at the time the improvement is required as prescribed in article I, section 3 of this Agreement. The addition of a second lane to from Harper Junior High School to the bicycle undercrossing of East Covell Boulevard at the Wildhorse Subdivision and any necessary improvements to the intersection of Mace Boulevard with County Road 104A/30B shall also be implemented in the same time and manner.

- i. City may, however, request that Applicant contribute fair share funding rather than construct the transportation mitigation measure in the limited circumstance where the identified mitigation measure is already being pursued by the City and the mitigation measure will be constructed by City or another party concurrent with the construction of the then current phase of DiSC 2022.
- ii. County shall receive notice of any such determination to allow Applicant to pay fair share accompanied by a justification for the decision. County agrees to review said determination and reply to City expeditiously and in no case longer than 15 days. If County concurs, Applicant shall pay its fair share toward the transportation mitigation measure. If County rejects the decision to allow Applicant to pay fair share, DiSC will be required to build the improvement.
- iii. Parties agree that implementation of the identified roadway improvements will require considerable initial expenditures. In recognition of these Project-borne costs and the financial and economic benefits of the Project that extend beyond the boundary of the Project site, City and County commit to work with Applicant in good faith to pursue financing opportunities and/or utilize public financing mechanisms which are identified more fully in Exhibit K, section 3 of the Project's Development Agreement. County's commitment to collaborate pursuant to this subsection is subject to, and limited by, the availability of staff resources, which the County may allocate in its sole discretion. Further, with the exception of reimbursements from any future developers pursuant to Section D, below, nothing in this Agreement requires the County to process or approve financing mechanisms that may cause or result in the

imposition of additional taxes or other charges to landowners or residents of the unincorporated area.

D. **Reimbursements.** Nothing in this Agreement prevents Applicant from collecting reimbursement for the construction of any and all transportation mitigation measures or other identified roadway improvements which inure to the benefit of third party property owners, specifically noting but not limited to the addition of a second westbound lane on East Covell Blvd. from Harper Junior High School to the bicycle undercrossing at the Wildhorse Subdivision, so long as said reimbursement does not exceed the total cost of the improvement beyond Applicant's fair share contribution.

3. **Timing of Corridor Plan and Improvements**

A. **Mace Corridor Plan.** Prior to approval of the first tentative subdivision map for the Project, the Applicant will fund and City will complete the corridor plan for Mace Boulevard between the intersection of Pole Line Road (County Road 102) and East Covell Boulevard in the north and Cowell Boulevard in the south. City and County commit to conducting the Mace Corridor Plan and any other roadway design process in a timely manner that will not impede or unduly delay the construction of the Project.

B. **Improvements Prior to Certificates of Occupancy.** Transportation Mitigation measures 4, 8, and 12 will be constructed by Applicant prior to the first certificates of occupancy for Phase 1.

C. **Grade-Separated Crossing.** Transportation mitigation measure 5, the bicycle and pedestrian grade-separated crossing of Mace Boulevard, will be constructed by the Applicant within Phase 1 and prior to commencement of Phase 2. Parties shared goal, contingent on the availability of funding, is to construct the crossing as early in Phase 1 as possible and to complete installation of the improvement prior to occupancy of DiSC 2022 housing. As set forth in Section 2.A, above, this obligation is not dependent upon the success of efforts to obtain grant or other funding for construction.

D. **All Other Roadway Improvements.** The remaining transportation mitigation measures and the addition of a second lane from Harper Junior High School to the bicycle undercrossing of East Covell Boulevard at the Wildhorse Subdivision and any improvements to the intersection with County Road 104A/30B will be constructed or, in limited context, fair share contribution paid

by the Applicant when needed during the anticipated decade-long build-out of DiSC 2022 based upon when continuing traffic analysis deems specific mitigation measures to be necessary. To determine which transportation mitigation measures and other identified improvements should be constructed at a given phase of Project buildout, prior to design review approval for each phase of the Project, the City's traffic consultant shall prepare a focused transportation impact study for the phase then under review. The study shall:

- i. document current conditions at the time and identify the anticipated transportation system effects associated with the development proposed for the phase under review;
- ii. identify the necessary transportation mitigation measures or roadway improvement to mitigate these effects in accordance with the methods and significance thresholds used in this transportation impact analysis (see Attachment B);
- iii. address the degree to which improvements would mitigate any significant impacts caused by the Project under cumulative conditions at full buildout; and
- iv. determine the appropriate mitigation measures to be implemented with the Project phase.

In addition to their rights under the Development Agreement, City and County shall both be afforded opportunity to review said focused transportation impact study and will work in good faith to address any concern pertaining to the inclusion or exclusion of certain transportation mitigation measures to be implemented at the then current Project phase.

- E. **Timely Review and Approval.** The City and County hereby agree and commit to providing expeditious review and approvals, subject to applicable laws, of construction permits for those roadway segments and intersections necessary to implement the transportation mitigation measures, which approvals shall not be unreasonably withheld.

4. **Construction Impacts to County Roads.**

- A. **Assessment.** Within 30 days prior to the commencement of Project construction, Applicant will perform a preconstruction survey of the County road segments anticipated to be affected by Project-related construction traffic and the County will calculate the loss of road life by way of an Equivalent Single Axle Load (ESAL) analysis. The preconstruction survey shall include video, photographs and other evidence sufficient to document the then-current condition of the affected road segments. County will conduct a further survey

at the completion of Phase 1 and again at the completion of Phase 2, and at any additional times as reasonably required, to document the deterioration of road conditions during Project construction in anticipation of repairs pursuant to Section B, below. Applicant agrees to pay all costs reasonably incurred by County in conducting such surveys within 30 days of receiving an invoice.

- B. **Corrective Action.** Unless the County and Applicant otherwise agree, Applicant shall prepare a corrective action plan for all construction-related road damage documented in the surveys performed and loss of road life pursuant to subsection A, above. Upon County approval thereof, unless the County and Applicant agree to defer implementation until Project completion, Applicant shall implement the replan at its sole cost and expense in a time and manner to be agreed upon with the County. This may include, but is not necessarily limited to, providing funding to County necessary to enable it to repair road damage attributable to Project-related construction traffic.

II. General Provisions

- A. **Enforceability.** The parties intend and agree that this MOU, and each and every provision thereof, shall be binding and enforceable upon the parties, and to any respective heirs, successors, or assignees, according to the terms and provisions specified herein.
- B. **Entirety of the Agreement.** This MOU constitutes the entire agreement between the parties as to the matters referred to herein. Any other terms, promises, provisions, obligations or agreements by or between the parties shall be enforceable only as set forth in another applicable written agreement(s). To the extent this MOU may expressly conflict with any provision of the Development Agreement, this MOU shall govern only to the extent it adds to the rights, duties, or obligations set forth in the Development Agreement.
- C. **Public Records Act.** Upon its execution, this MOU (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.
- D. **Development Agreement; Rights of County.** The parties agree that while County is not a signatory to the Development Agreement, as consideration for entering into this MOU, the County shall have the right to enforce provisions of the Development Agreement affecting its interests in roadways, agricultural mitigation, and the South Davis Library in the same manner as if it were a party

thereto, including but not limited to the right to initiate an action in Yolo Superior Court.

E. **Dispute Resolution.** Disputes arising under this Agreement will be resolved, whenever possible, through the process of meeting and conferring in good faith or mediation. To that end, in the event of a dispute as to compliance with the terms and conditions of this Agreement, the Parties agree as follows:

- i. A complaining party will provide the others, as soon as reasonably possible after an event giving rise to concern, a written notice setting forth, with specificity, the issues to be resolved;
- ii. The relevant parties will meet and confer in a good faith attempt to resolve the dispute through negotiation no later than ten days after receipt of the notice, unless all relevant parties agree in writing to an extension of time;
- iii. If the dispute is not resolved to the satisfaction of the parties within 30 calendar days after the first meeting, then any party may seek to have the dispute resolved by mediation offered by JAMS or another mediation service that the parties may agree to;
- iv. If the parties agree to mediation, each party shall bear its own costs, attorneys' fees and its fair share of the costs and expenses of JAMS, or other mediation service and the mediator. There shall be a single neutral mediator named by mutual agreement of the parties.
- v. If the parties are unable to resolve their dispute, the parties may mutually agree to arbitrate the dispute through JAMS or another arbitration service that the parties may mutually agree to.
- vi. If any party does not agree to arbitration, then that party may seek resolution through litigation.
- vii. The provisions of Section 1283.05 of the California Code of Civil Procedure will apply to any arbitration; however, no discovery authorized by that section may be conducted absent good cause and leave of the arbitrator. The arbitral award will be in writing, and provide reasons for the decision. However, any party may file an appeal pursuant to the procedures authorized by JAMS.

F. **Applicable Laws.** This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

G. **Venue.** Any action or proceeding arising out of this MOU shall be filed and resolved in a California State court located in Woodland, California. After

consultation with the undersigned counsel, each party to this MOU represents and warrants that it authorized and has the capacity to enter into this MOU, and that each signatory to this MOU on its behalf is authorized and has the capacity to sign this MOU on its behalf.

- H. **Relief.** Except to the extent other remedies for default under this MOU are otherwise specified herein, the parties' obligations under this MOU shall be specifically enforceable, and any non-defaulting party may, after complying with the Dispute Resolution provisions of section II.E., bring an action for specific performance or any other appropriate relief in the Superior Court.
- I. **Exclusive Rights of Parties.** This MOU is not intended, nor shall it, create any right or remedy in any third party.
- J. **Executed in Counterparts.** This MOU may be executed in multiple counterparts and signatures exchanged by facsimile or electronically, each of which shall be deemed to be an original document, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day and month provided below.

Dated: _____

CITY OF DAVIS

Gloria Partida, Mayor
City of Davis

Mike Webb, City Manager
City of Davis

Approved as to form:

G. Inder Khalsa
Richards, Watson & Gershon,
Counsel for City of Davis

Dated: _____

COUNTY OF YOLO

Angel Barajas, Chair
Yolo County Board of Supervisors

Approved as to form:

Philip J. Pogledich, County Counsel
Yolo County

Dated: _____

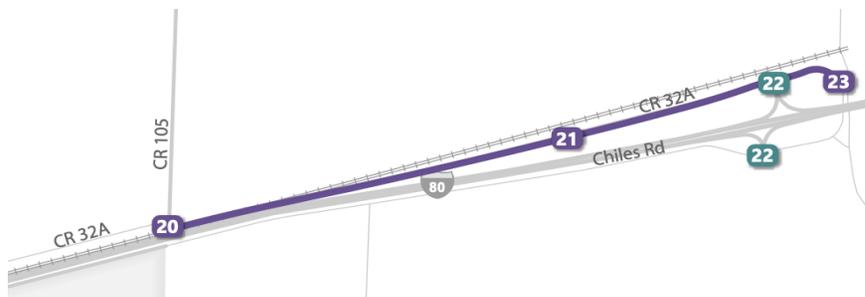
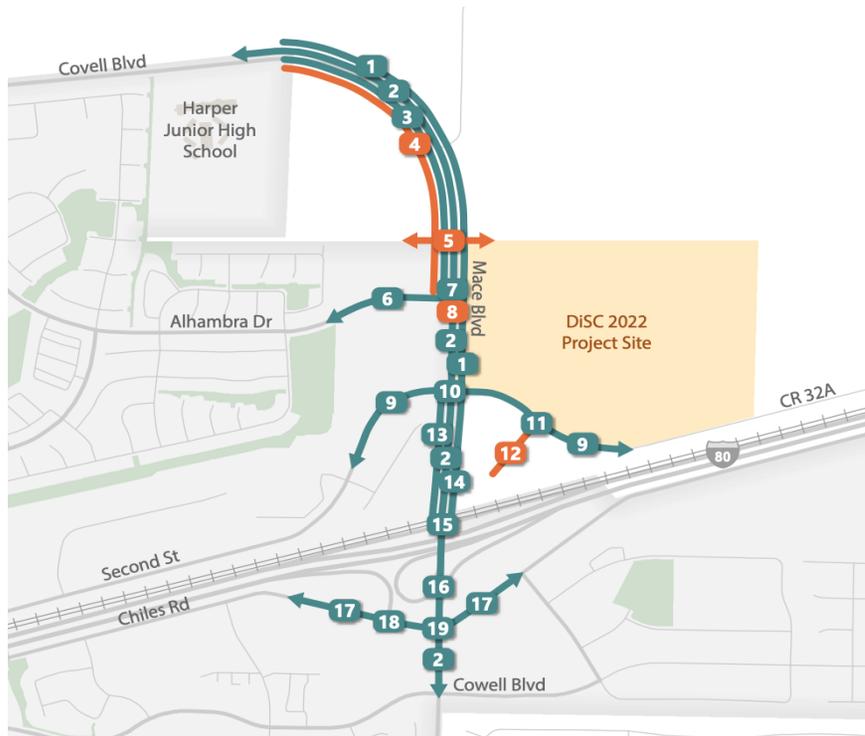
APPLICANT

Dan Ramos, President
Ramco. Enterprises

Approved as to form:

Matthew Keasling
Taylor & Wiley, PC
Counsel for Applicant

Exhibit A



Notes: This figure only includes mitigation measures that would entail physical modifications to the transportation system.
 * City of Davis Resolution No. 22-101, Series 2022 identifies this improvement as a baseline project feature.

- 1 Add a second northbound lane on Mace Boulevard between Second Street and Harper Junior High School (MM 3-70(a))
- 2 Improve bicycle facilities on Mace Boulevard (MM 3-75(c))
- 3 Add a second southbound lane on Mace Boulevard between Alhambra Drive and Harper Junior High School (MM 3-70(a))
- 4 Construct a Class I shared-use path on the inside of the Mace Curve (MM 3-75(a))
- 5 Construct a grade-separated bicycle/pedestrian crossing of Mace Boulevard (MM 3-75(c)) *
- 6 Improve bicycle facilities on Alhambra Drive (MM 3-75(c))
- 7 Improve bicycle/pedestrian crossings at Mace Boulevard/Alhambra Drive (MM 3-75(c))
- 8 Enhance northbound and southbound bus stops on Mace Boulevard (MM 3-76(a))
- 9 Improve bicycle facilities on Second Street and County Road 32A (MM 3-75(c))
- 10 Improve bicycle/pedestrian crossings and modify intersection approaches at Mace Boulevard/Second Street/County Road 32A (MMs 3-70(a) 3-75(c))
- 11 Install traffic signal and modify intersection approaches at County Road 32A/ Mace Park-and-Ride/West DiSC 2022 Driveway (MM 3-70(a))
- 12 Improve pedestrian facilities and landscaping on Mace Park-and-Ride access road (MM 3-75(a))
- 13 Add a third southbound lane on Mace Boulevard from Second Street to the I-80 WB on-ramp (MM 3-70(a))
- 14 Extend the third northbound lane on Mace Boulevard from the I-80 WB off-ramp to Second Street (MM 3-70(a))
- 15 Improve bicycle/pedestrian crossings and modify intersection approaches at Mace Boulevard/I-80 WB ramps (MMs 3-70(a) 3-75(c))
- 16 Improve bicycle/pedestrian crossings at Mace Boulevard/I-80 EB ramps (MM 3-75(c))
- 17 Improve bicycle facilities on Chiles Road (MM 3-75(c))
- 18 Modify traffic signal operations at Chiles Road/I-80 EB off-ramp (MM 3-70(a))
- 19 Improve bicycle/pedestrian crossings and modify traffic signal operations at Mace Boulevard/Chiles Road (MMs 3-70(a) 3-75(c))
- 20 Improve UPRR crossing of County Road 32A (MMs 3-70(a) 3-75(b))
- 21 Widen County Road 32A between County Road 105 and the causeway shared-use path and install Class II bike lanes (MM 3-75(b))
- 22 Increase capacity at I-80/County Road 32A/Chiles Road interchange (MM 3-70(a))
- 23 Improve eastbound bicycle crossing between County Road 32A and the causeway shared-use path (MM 3-75(b))

Implementation Process

- Improvements would be constructed by the DiSC 2022 project
- Improvements would receive a fair share funding contribution from the DiSC 2022 project
- Improvements would either be constructed by or receive fair share funding from the DiSC 2022 project. The precise nature, timing, and implementing/funding responsibility of these improvements would be subject to change based on the needs identified in transportation studies prepared prior to each DiSC 2022 project development phase.



Exhibit B

DiSC 2022 Traffic Improvements Matrix

Traffic Improvement/Mitigation	Type of Impact	Where Mitigation is Required	LOS to be Maintained	Party Responsible for Construction
1. Add a second northbound lane on Mace Boulevard between Second Street and Harper Junior High School	<p style="text-align: center;">Existing + Project</p> <p style="text-align: center;">(F&P Traffic Study Vol 2, p. 25)</p>	(MM 3-70(a))	City LOS E	DiSC via MOU
2. Improve bicycle facilities on Mace Boulevard	<p style="text-align: center;">Existing</p> <p>Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.</p>	(MM 3-75(c))	Bike/Ped	DiSC via MOU
3. Add a second southbound lane on Mace Boulevard between Alhambra Drive and Harper Junior High School (MM 3-70(a))	<p style="text-align: center;">Existing + Project</p> <p style="text-align: center;">(F&P TS2, pg. 25)</p>	(MM 3-70(a))	City LOS E	DiSC via MOU
4. Construct a Class I shared-use path on the inside of the Mace Curve	<p style="text-align: center;">Existing</p> <p>Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.</p>	(MM 3-75(a)) Baseline Feature DA, Ex. G	Bike/Ped	DiSC

5. Construct a grade-separated bicycle/pedestrian crossing of Mace Boulevard	Existing + Project	(MM 3-75(c)) Baseline Feature DA, Ex. G	Bike/Ped	DiSC
6. Improve bicycle facilities on Alhambra Drive	Existing Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.	(MM 3-75(c))	Bike/Ped	DiSC via MOU
7. Improve bicycle/pedestrian crossings at Mace Boulevard/Alhambra Drive	Existing Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.	(MM 3-75(c))	Bike/Ped	DiSC via MOU
8. Enhance northbound and southbound bus stops on Mace Boulevard	Existing + Project	(MM 3-76(a))	Transit	DiSC
9. Improve bicycle facilities on Second Street and County Road 32A	Existing Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.	(MM 3-75(c))	Bike/Ped	DiSC via MOU
10. Improve bicycle/pedestrian crossings and modify intersection approaches at Mace Boulevard/Second Street/County Road 32A	Existing (Bike/Ped) Addendum, p. 163 – existing deficiency in the system which the project will exacerbate. Existing + Project (Intersection Modification)	(MMs 3-70(a) 3-75(c))	Bike/Ped + City LOS E	DiSC via MOU

	(F&P TS2, pg. 25)			
11. Install traffic signal and modify intersection approaches at County Road 32A/Mace Park-and-Ride/West DiSC 2022 Driveway	Existing + Project (F&P TS2, pg. 25)	(MM 3-70(a))	City LOS E	DiSC via MOU
12. Improve pedestrian facilities and landscaping on Mace Park-and-Ride access road	Existing (Bike/Ped) Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.	(MM 3-75(a))	Bike/Ped	DiSC
13. Add a third southbound lane on Mace Boulevard from Second Street to the I-80 WB on-ramp	Existing + Project (Intersection Modification) (F&P TS2, pg. 25)	(MM 3-70(a))	City LOS E	DiSC via MOU
14. Extend the third northbound lane on Mace Boulevard from the I-80 WB off-ramp to Second Street	Existing + Project (F&P TS2, pg. 25)	(MM 3-70(a))	City LOS E	DiSC via MOU
15. Improve bicycle/pedestrian crossings and modify intersection approaches at Mace Boulevard/I-80 WB ramps	Existing (Bike/Ped) Addendum, p. 163 – existing deficiency in the system which the project will exacerbate. Existing + Project (Intersection Modification) (F&P TS2, pg. 25)	(MMs 3-70(a) 3-75(c))	Bike/Ped + Caltrans LOS F	DiSC via MOU

16. Improve bicycle/pedestrian crossings at Mace Boulevard/I-80 EB ramps	Existing (Bike/Ped) Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.	(MM 3-75(c))	Bike/Ped	DiSC via MOU
17. Improve bicycle facilities on Chiles Road	Existing (Bike/Ped) Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.	(MM 3-75(c))	Bike/Ped	DiSC via MOU
18. Modify traffic signal operations at Chiles Road/I-80 EB off-ramp	Existing + Project (F&P TS2, pg. 25)	(MM 3-70(a))	Caltrans LOS F	DiSC via MOU
19. Improve bicycle/pedestrian crossings and modify traffic signal operations at Mace Boulevard/Chiles Road	Existing + Project (F&P TS2, pg. 25)	(MMs 3-70(a) and 3-75(c))	Bike/Ped + City LOS E or better	DiSC via MOU
20. Improve UPRR crossing of County Road 32A	Existing Existing roadway design safety deficiency. Project will exacerbate the existing deficiency. County and City are currently jointly working on the realignment.	(MMs 3-70(a) and 3-75(b))	Yolo County LOS D	County builds DiSC Fair Share
21. Widen County Road 32A between County Road 105 and the causeway shared-use path and install Class II bike lanes	Existing Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.	(MM 3-75(b))	Bike/Ped	County Builds DiSC Fair Share

22. Increase capacity at I-80/County Road 32A/Chiles Road interchange	Existing + Project (F&P TS2, pg. 25)	(MM 3-70(a))	Caltrans LOS F	DiSC via MOU
23. Improve eastbound bicycle crossing between County Road 32A and the causeway shared-use path	Existing Addendum, p. 163 – existing deficiency in the system which the project will exacerbate.	(MM 3-75(b))	Bike/Ped	County Builds DiSC Fair Share

Exhibit C

Method for Determining “Fair Share” Contribution of the DISC 2022 project to the CR32A Railroad Crossing Relocation Project

For the County Road 32A/UPRR crossing, there is an existing safety deficiency, as evidenced by the years-long, multi-agency planning and design effort to improve the crossing. Because the safety deficiency is primarily driven by the vehicle traffic volumes using the crossing, it would be reasonable to assign a fair share value to the project based on the extent to which it would change vehicle traffic volumes using the crossing. The safety deficiency is not specific to the peak hour of traffic, so evaluating changes to vehicle traffic volumes during a typical week or month is preferred. Time duration should be 1 week because of the substantial fluctuation in traffic volumes (both existing and project-related) that result from day-to-day changes to I-80 traffic.

The fair share percentage shall be determined as follows:

$$\frac{\textit{Project Traffic}}{\textit{Existing Traffic} + \textit{Project Traffic} + \textit{Other Future Background Traffic}}$$