



**City Council
Regular Meeting
AGENDA**

Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/rt/9199312935703156493>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

July 7, 2021 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

5.a. Approval of the Minutes for the June 16, 2021, Regular Meeting.

Recommended Action: Approve the Minutes of June 16, 2021, a Regular Meeting, as submitted.

Attachments:

1. 2021-06-16 Draft Minutes

5.b. Approval of the Minutes for the June 29, 2021, Special Meeting.

Recommended Action: Approve the Minutes of June 29, 2021, a Special Meeting, as submitted.

Attachments:

1. 2021-06-29 Draft Minutes - Special Meeting

6. RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 7.a. Adopt a Resolution Approving Side Letter Agreements to the Current Memoranda of Understanding Between the City of Ukiah and All Collective Bargaining Units.

Recommended Action: Council to consider adopting a resolution approving side letter agreements to the current Memoranda of Understanding between the City of Ukiah and all collective bargaining units.

Attachments:

1. Resolution to Approve Side Letter Agreements Between COU and All Bargaining Units
2. Department Head Side Letter Agreement - COU - 2021
3. Management Unit Side Letter Agreement - COU - 2021
4. IBEW Local 1245 Side Letter Agreement - COU - 2021
5. UPOA Side Letter Agreement - COU - 2021
6. Fire Unit Side Letter Agreement - COU - 2021
7. OE3 Local 3 Administrative & Maintenance Unit Side Letter Agreement - COU - 2021
8. OE3 Local 3 Water Utilities & Mechanics Unit Side Letter Agreement - COU - 2021

- 7.b. Adoption of Ordinance Amending Sections 3960 and 3962 in Article 2, Chapter 6, Division 4 of the Ukiah City Code, Governing Apportionment of Water and Sewer Fees to Tenants in Mobilehome Parks and Apartment Complexes.

Recommended Action: Adopt Ordinance amending Sections 3960 and 3962 in Article 2, Chapter 6, Division 4 of the Ukiah City Code, governing apportionment of Water and Sewer Fees to Tenants in Mobilehome Parks and Apartment Complexes.

Attachments:

1. City Code Section 3707.1
2. City Code Section 3961 & 3962
3. David Rapport Email RE Sewer Bill Calculating Issue with New Rate Structure
4. Proposed Ordinance

- 7.c. Adoption of Ordinance Adding Section 9004 to Division 9, Chapter 2, Article 1 to Require Compliance with the 2020 Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP).

Recommended Action: Adopt Ordinance adding Section 9004 to Division 9, Chapter 2, Article 1 to require compliance with the Ukiah Municipal Airport Land Use Compatibility Plan.

Attachments:

1. UKI ALUCP - ADOPTED May 20, 2021 - COMPLETE PRINT FILE
2. ALUC Revised ISND
3. UKI ALUCP Compatibility Map
4. Proposed Ordinance- UKIALUCP

- 7.d. Approval of Amendment No. 3 to the Professional Services Agreement with Community Development Services in an Amount Not to Exceed \$25,434 for Professional Consulting Services Related to CDBG Business Assistance Program Loan Underwriting.
Recommended Action: Approve Amendment No. 3 to the Professional Services Agreement with Community Development Services in an amount not to exceed \$25,434 for professional consulting services related to CDBG Business Assistance Program loan underwriting.
 Attachments:
1. C#1718155 - Community Development Services
 2. Amendment No. 1- C#1718155
 3. Amendment No. 2- C#1718155
 4. Draft Amendment No. 3- C#1718155
- 7.e. Approval of Notice of Completion for the Electric Utility Department's Replacement of the 12-Inch Water Line at the Hydroelectric Plant, Specification No. 20-15, and Approve Final Payment of the 5% Retention to Diamond D Construction, LLC.
Recommended Action: Approve Notice of Completion for the Replacement of the 12-Inch Water Line at the Lake Mendocino Hydroelectric Plant, Specification 20-15, and direct the City Clerk to file the Notice of Completion with the County Recorder.
 Attachments:
1. REPLACE 12-INCH WATER LINE AT HYDRO-COMBINED
 2. 2020-07-07 Notice of Completion-Hydro 12 Inch Water Line
- 7.f. Adopt Resolution for City of Ukiah Electric Facilities Physical Security Plan as Required by the California Public Utilities Commission (CPUC) Decision 19-01-018.
Recommended Action: Adopt Resolution for City of Ukiah Electric Facilities Physical Security Plan as Required by the California Public Utilities Commission (CPUC) Decision 19-01-018.
 Attachments:
1. CPUC Decision 19-01-018
 2. Resolution EUD's Physical Security Program for Distribution-Level Facilities-FINAL
 3. Ukiah Electric Utility Security Plan Report

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- 12.a. Consideration and Possible Adoption of Resolution Adopting the City of Ukiah Business Assistance Guidelines, to be Funded by the State Community Development Block Grant (CDBG) Program.

Recommended Action: Adopt resolution adopting the City of Ukiah CDBG Business Assistance Program Guidelines.

Attachments:

1. 2021 City of Ukiah CDBG Business Loan Program Guidelines (Exhibit A)
2. Resolution- 2021 CDBG Business Assistance guidelines

- 12.b. Receive Report Regarding the Economic Development and Financing Corporation (EDFC); Consideration of Request for Funding from EDFC; and Request for Authorization for the City Manager to Negotiate and Execute Performance Agreement Between the City of Ukiah and EDFC.

Recommended Action: Receive report regarding the Economic Development and Financing Corporation (EDFC); consider request for funding from EDFC; and authorize the City Manager to negotiate and execute Performance Agreement between the City of Ukiah and EDFC.

Attachments:

1. EDFC Annual Report Ukiah City Council 7.7.2021
2. EDFC Performance Agmt FY 20-21 - fully executed

13. NEW BUSINESS

- 13.a. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2021 City Council Special Assignments

14. CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING

- 14.a. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(2)or(4))

Significant exposure to litigation pursuant to paragraph (2) or (4) of subdivision (d) of Section 54956.9. Consideration of potential litigation arising from emergency drought declaration.

(Government Code Section 54956.9(e)(2)): (Number of potential cases: 1)

Recommended Action: Confer in Closed Session

Attachments: None

- 14.b. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(2)or(3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

Recommended Action: Confer in Closed Session

Attachments: None

- 14.c. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)(2)or(3))
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case, involving possible termination of construction contract for cause)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200
Recommended Action: Confer in Closed Session
Attachments: None
- 14.e. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov’t Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUk- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **Conference with Real Property Negotiators**
(Cal. Gov’t Code Section 54956.8)
Property: APN Nos: 003-500-19; 003-190-08; 057-050-12; 157-050-11; 157-060-003; 001-040-83;157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01; 003-181-01; 003-582-38
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.g. **Conference with Real Property Negotiators**
(Cal. Gov’t Code Section 54956.8)
Property: APN Nos: 184-090-07-00 and 184-100-04-00
Negotiator: Sean White, Water Resources Director and Sage Sangiacomo, City Manager;
Negotiating Parties: Noble Vineyard Management
Under Negotiation: Instruction to negotiator will concern price and terms of payment.
Recommended Action: Confer in Closed Session
Attachments: None
- 14.h. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session
Attachments: None

15. **ADJOURNMENT**

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk
Dated: 7/2/21

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting**

Virtual Meeting Link: <https://attendee.gotowebinar.com/rt/3862698010362077965>

Ukiah, CA 95482

June 16, 2021

6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on June 16, 2021, having been legally noticed on June 11, 2021. The meeting was held virtually at the following link:

<https://attendee.gotowebinar.com/rt/3862698010362077965>.

Mayor Orozco called the meeting to order at 6:00 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Josefina Dueñas, Jim O. Brown, and Juan V. Orozco. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR OROZCO PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Rodin.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

Clerk stated that all correspondence had been distributed.

5. APPROVAL OF MINUTES

- a. **Approval of the Minutes for the June 2, 2021, Special Meeting.**
- b. **Approval of the Minutes for the June 2, 2021, Regular Meeting.**
- c. **Approval of the Minutes for the June 3, 2021, Special Meeting.**

Motion/Second: Crane/Rodin to approve the Minutes of June 2, 2021, special and regular meetings; and June 3, 2021, a special meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report of Disbursements for the Month of May 2021 – *Finance*.
- b. Approval of a Transfer in the Amount of \$15,198 from the General Fund 100 to the Golf Fund 720 for the Golf Course Storm Drain Project Specification 19-07 – *Finance*.
- c. Report of Disposition of Surplus Materials, Used Equipment, and Supplies – *Finance*.

- d. Notification of Publishing Services Agreement (COU No. 2021-016) by Ukiah Daily Journal for Fiscal Year 2021/2022, in the Amount of \$6.25 per Column Inch for the First Insertion and \$4.26 per Column Inch for Each Subsequent Insertion of the Same Advertisement – *City Clerk*.
- e. Approve a Four (4) Year Cooperative Agreement (COU No. 2021-217) with the California Department of Forestry and Fire Protection for Fire and Emergency Medical Dispatching Services, for an Amount not to Exceed \$356,303.00 per Year – *Fire*.
- f. Approval of Inter-Fund Loan and Corresponding Budget Amendment for the Street and Tree Lighting Portion of the Streetscape Project - *Finance*.
- g. Authorize City Manager to Enter Agreement (COU No. 2021-218) with Redwood Valley Calpella Fire District for the Sale and Placement of a 60' Pole from the Electric Utility – *Electric Utility*.
- h. Authorize the City Manager to Execute All Agreements (COU No. 2021-219) Necessary to Accept the Distribution of the U.S. Department of the Treasury American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Funds – *Finance*.

Motion/Second: Crane/Brown to approve Consent Calendar Items 7a-7b, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

9. COUNCIL REPORTS

No council reports were received.

10. CITY MANAGER/CITY CLERK REPORTS

Presenter:

- **Announcement Regarding Adoption of Ordinance Introduced on June 2, 2021** – Kristine Lawler, City Clerk.

Note: *The following item was heard out of order due to extra time before the public hearing posted start time.*

12. UNFINISHED BUSINESS

- a. **Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.**

Presenter: Tami Bartolomei, Office of Emergency Services Coordinator.

Report was received.

11. PUBLIC HEARINGS (6:15 PM)

- a. **Consideration and Possible Introduction of an Ordinance by Title Only to Add Section 9004 to Division 9, Chapter 2, Article 1 to Require Compliance with the 2020 Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP).**

Presenters: Craig Schlatter, Community Development Director; Jesse Davis, Senior Planning Manager; and Mireya Turner, Planning Manager;

PUBLIC HEARING OPENED AT 6:34 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:34 P.M.

Motion/Second: Rodin/Brown to introduce the Ordinance by title only *[the maker of the motion stated the full title below]*. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

City Clerk, Kristine Lawler, read the following title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING SECTION 9004 TO DIVISION 9, CHAPTER 2, ARTICLE 1 OF THE CITY CODE TO REQUIRE COMPLIANCE WITH THE UKIAH MUNICIPAL AIRPORT LAND USE COMPATIBILITY PLAN.

Motion/Second: Crane/Brown to Introduce the Ordinance to add Section 9004 to Division 9, Chapter 2, Article 1 to require compliance with the Ukiah Municipal Airport Land Use Compatibility Plan. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

12. **UNFINISHED BUSINESS - Continued**

b. Approval and Adoption of 2021-22 Fiscal Year City Budget through Resolution, Five-Year Capital Improvement Plan, the Gann Limit Resolution, Associated Financial and Debt Management Policy Resolutions, and Budget Agreement with the Ukiah Valley Sanitation District.

Presenter: Dan Buffalo, Finance Director.

Motion/Second: Brown/Rodin to approve and adopt budget resolution (2021-25) for the fiscal year 2021-22. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Brown/Rodin to approve and adopt Gann Limit resolution (2021-26) for fiscal year 2021-22. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Brown/Orozco to approve (in substantial form) and authorize City Manager to sign fiscal year 2021-22 budget agreement (COU No. 2021-224) with the Ukiah Valley Sanitation District. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Brown/Rodin to approve and adopt Financial Management Policy resolution (2021-27). Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Brown/Rodin to approve and adopt Debt Management Policy resolution (2021-28). Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

c. Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Crane/Rodin recognizing that the emergency is terminated and there is no need to further consider it. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

a. Consideration of a Response to Correspondence from the County of Mendocino Regarding Project Homekey 2.0.

Presenter: Shannon Riley, Deputy City Manager.

Public Comment: Mo Mulheren, Mendocino County 2nd District Supervisor.

Council Consensus to direct Councilmember Rodin to work with City staff to draft a letter stating that the City would like to have a seat at the table involved in the exploration of the feasibility of projects in the Ukiah Valley area

b. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

Presenters: Councilmember Rodin, Sage Sangiacomo, City Manager; and Shannon Riley, Deputy City Manager.

Discussion was held.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 7:35 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(2)or(4))

Significant exposure to litigation pursuant to paragraph (2) or (4) of subdivision (d) of Section 54956.9. Consideration of potential litigation arising from emergency drought declaration.

b. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(2)or(3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

c. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(2)or(3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case, involving possible termination of construction contract for cause)

d. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCU-K-CVPT-2018-70200

e. Conference with Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County
Superior Court, Case No. SCUk- CVPT-15-66036

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03,
157-030-02, 157-050- 01, 157-050-02, 157-050-10, 157-050-09, 157-
070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

g. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

Direction was given to Staff.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 9:12 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
Ukiah Valley Conference Center
200 South School Street
Ukiah, CA 95482
June 29, 2021
4:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on June 29, 2021, having been legally noticed on June 28, 2021. Mayor Orozco called the meeting to order at 4:04 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Josefina Duenas, Jim O. Brown, and Juan V. Orozco. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; Shannon Riley, Deputy City Manager; Maya Simerson, Project and Grant Administrator; Sean White, Water Resources Director; Craig Schlatter, Community Development Director; Mel Grandi, Electric Utility Director; and Kristine Lawler, City Clerk (*departed at 4:07 p.m.*).

MAYOR OROZCO PRESIDING.

The Pledge of Allegiance was led by Mayor Orozco.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

THE CITY COUNCIL ADJOURNED FOR CLOSED SESSION AT 4:07 P.M.

3. CLOSED SESSION

a. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-500-19; 003-190-08; 057-050-12; 157-050-11; 157-060-003; 001-040-83; 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01; 003-181-01; 003-582-38

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

Staff was given direction.

4. ADJOURNMENT

There being no further business, the meeting adjourned at 5:50 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adopt a Resolution Approving Side Letter Agreements to the Current Memoranda of Understanding Between the City of Ukiah and All Collective Bargaining Units.

DEPARTMENT: Human Resources / Risk
Management

PREPARED BY: Sheri Mannion, H.R. Director/Risk
Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Resolution to Approve Side Letter Agreements Between COU and All Bargaining Units
2. Department Head Side Letter Agreement - COU - 2021
3. Management Unit Side Letter Agreement - COU - 2021
4. IBEW Local 1245 Side Letter Agreement - COU - 2021
5. UPOA Side Letter Agreement - COU - 2021
6. Fire Unit Side Letter Agreement - COU - 2021
7. OE3 Local 3 Administrative & Maintenance Unit Side Letter Agreement - COU - 2021
8. OE3 Local 3 Water Utilities & Mechanics Unit Side Letter Agreement - COU - 2021

Summary: Council will consider adopting a resolution approving side letter agreements to the current Memoranda of Understanding between the City of Ukiah and all collective bargaining units regarding proposed cost of living increase.

Background: In June 2020, due to extenuating circumstances created by the COVID-19 Pandemic, staff met with all collective bargaining units and agreed to amend and extend all Memoranda of Understanding (MOU). As such, Council adopted Resolution 2020-35, which extended all MOU's to September 18, 2022, and moved the September 2021 (Year 3) benchmark salary increase to the first full pay period in September 2021 (Year 4).

Discussion: During the FY 2021/22 budget development, Council expressed its desire to implement the Year 4 maximum 3% cost of living increase effective the first full pay period in July 2021. As such, staff incorporated the early increase in the FY 2021/22 budget, which was later adopted by Council at its regular meeting on June 16, 2021.

Based upon Council's direction, the City Manager and Human Resources/Risk Management Director, and representatives from all bargaining units corresponded and conferred in good faith, and agreed to the terms set forth in the side letters attached. (Attachments 2-8)

Staff recommends that Council adopt the attached Resolution (Attachment 1), approving the side letter agreements, and authorizing the 3% maximum salary increase for all collective bargaining units effective the first full pay period in July 2021.

Recommended Action: Council to consider adopting a resolution approving side letter agreements to the

current Memoranda of Understanding between the City of Ukiah and all collective bargaining units.

BUDGET AMENDMENT REQUIRED: N/A

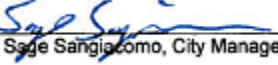
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH

RESOLUTION NO. [2021-XX]

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH
APPROVING THE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF UKIAH
AND ALL EMPLOYEE COLLECTIVE BARGAINING UNITS**

WHEREAS, the Memorandum of Understanding is the collective bargaining agreement between the City of Ukiah and collective bargaining units; and

WHEREAS, the current Memoranda of Understanding between the City of Ukiah and all collective bargaining units is effective September 19, 2018 through September 18, 2022; and

WHEREAS, the Employee/Employer Relations Officer and Human Resources Director have met and conferred in good faith with representatives of all collective bargaining units, and have reached Side Letter Agreements; and

WHEREAS, said Side Letter Agreements have been presented to the City Council for its consideration at its regular meeting on July 7, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Side Letter Agreements (Attachments 2-8) are hereby adopted, and the Employee/Employer Relations Officer is authorized to execute the aforementioned documents.

PASSED AND ADOPTED this 7th day of July 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Juan V. Orozco, Mayor

Kristine Lawler, City Clerk

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

Department Head Unit

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Ukiah (“City”) and the Department Head Unit (“Unit”) (collectively referred to as “Parties”).

At its regular meeting on June 16th, 2021, with the adoption of the FY 2021/2022 budget, City Council expressed its desire to institute the maximum 3% cost of living adjustment for Year 4 of the Parties Memorandum of Understanding (“MOU”), effective the first full pay period following July 2021.

Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Unit agree to amend, add to and clarify the Parties’ current MOU as follows:

1. Salary - The “Year 4” salary increase provisions in the June 2020 Amendment to and Extension of the 2018-2022 MOU between the City and the Unit is hereby stricken and replaced with the following:

Year 4: Effective the first full pay period in July 2021, all unit members shall receive a 3% increase to base salary.

2. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. The term of this Agreement shall be as specified in the MOU.
- 3.

CITY OF UKIAH

DEPARTMENT HEAD UNIT

Sage Sangiacomo, City Manager

Tim Eriksen, President

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

Management Unit

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Ukiah (“City”) and the Management Unit (“Unit”) (collectively referred to as “Parties”).

At its regular meeting on June 16th, 2021, with the adoption of the FY 2021/2022 budget, City Council expressed its desire to institute the maximum 3% cost of living adjustment for Year 4 of the Parties Memorandum of Understanding (“MOU”), effective the first full pay period following July 2021.

Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Unit agree to amend, add to and clarify the Parties’ current MOU as follows:

1. Salary - The “Year 4” salary increase provisions in the June 2020 Amendment to and Extension of the 2018-2022 MOU between the City and the Unit is hereby stricken and replaced with the following:

Year 4: Effective the first full pay period in July 2021, all unit members shall receive a 3% increase to base salary.

2. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. The term of this Agreement shall be as specified in the MOU.

CITY OF UKIAH

MANAGEMENT UNIT

Sage Sangiacomo, City Manager

Kerry Randall, Employee Representative

Jason Benson, Employee Representative

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

International Brotherhood of Electrical Workers, Local 1245

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Ukiah (“City”) and the International Brotherhood of Electrical Workers, Local 1245 (“Local 1245”) (collectively referred to as “Parties”).

At its regular meeting on June 16th, 2021, with the adoption of the FY 2021/2022 budget, City Council expressed its desire to institute the maximum 3% cost of living adjustment for Year 4 of the Parties Memorandum of Understanding (“MOU”), effective the first full pay period following July 2021.

Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Local 1245 agree to amend, add to and clarify the Parties’ current MOU as follows:

1. Article 3.1 Salary - The “Year 4” salary increase provisions in the June 2020 Amendment to and Extension of the 2018-2022 MOU between the City and the Local 1245 is hereby stricken and replaced with the following:

Year 4: Effective the first full pay period in July 2021, all unit members shall receive a 3% increase to base salary.

2. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. The term of this Agreement shall be as specified in the MOU.

CITY OF UKIAH

IBEW, LOCAL 1245

Sage Sangiacomo, City Manager

Robert Dean, Local 1245 of the IBEW
Business Manager

James Jeffers, Local 1245 of the IBEW
Employee Representative

Grady Hurn, Local 1245 of the IBEW
Employee Representative

JV Macor, Local 1245 of the IBEW
Business Representative

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

Ukiah Police Officers Association

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Ukiah (“City”) and the Ukiah Police Officers Association (“UPOA”) (collectively referred to as “Parties”).

At its regular meeting on June 16th, 2021, with the adoption of the FY 2021/2022 budget, City Council expressed its desire to institute the maximum 3% cost of living adjustment for Year 4 of the Parties Memorandum of Understanding (“MOU”), effective the first full pay period following July 2021.

Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the UPOA agree to amend, add to and clarify the Parties’ current MOU as follows:

1. Article 3. Salary - The “Year 4” salary increase provisions in the June 2020 Amendment to and Extension of the 2018-2022 MOU between the City and the UPOA is hereby stricken and replaced with the following:

Year 4: Effective the first full pay period in July 2021, all unit members shall receive a 3% increase to base salary.

2. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. The term of this Agreement shall be as specified in the MOU.

CITY OF UKIAH

UKIAH POLICE OFFICERS ASSOCIATION

Sage Sangiacomo, City Manager

Max Brazill, UPOA President

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

Fire Unit

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Ukiah (“City”) and the Fire Unit (“Unit”) (collectively referred to as “Parties”).

At its regular meeting on June 16th, 2021, with the adoption of the FY 2021/2022 budget, City Council expressed its desire to institute the maximum 3% cost of living adjustment for Year 4 of the Parties Memorandum of Understanding (“MOU”), effective the first full pay period following July 2021.

Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Unit agree to amend, add to and clarify the Parties’ current MOU as follows:

1. Salary - The “Year 4” salary increase provisions in the June 2020 Amendment to and Extension of the 2018-2022 MOU between the City and the Unit is hereby stricken and replaced with the following:

Year 4: Effective the first full pay period in July 2021, all unit members shall receive a 3% increase to base salary.

2. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. The term of this Agreement shall be as specified in the MOU.

CITY OF UKIAH

FIRE UNIT

Sage Sangiacomo, City Manager

Anthony Selvitella, President

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

Operating Engineers Local No. 3 Administrative and Maintenance Unit

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Ukiah (“City”) and the Operating Engineers Local No. 3 Administrative and Maintenance Unit (“Unit”) (collectively referred to as “Parties”).

At its regular meeting on June 16th, 2021, with the adoption of the FY 2021/2022 budget, City Council expressed its desire to institute the maximum 3% cost of living adjustment for Year 4 of the Parties Memorandum of Understanding (“MOU”), effective the first full pay period following July 2021.

Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Unit agree to amend, add to and clarify the Parties’ current MOU as follows:

1. Article 3. Salary - The “Year 4” salary increase provisions in the June 2020 Amendment to and Extension of the 2018-2022 MOU between the City and the Unit is hereby stricken and replaced with the following:

Year 4: Effective the first full pay period in July 2021, all unit members shall receive a 3% increase to base salary.

2. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. The term of this Agreement shall be as specified in the MOU.

CITY OF UKIAH

ADMINISTRATIVE & MAINTENANCE UNIT

Sage Sangiacomo, City Manager

Jeffery Walker, Employee Representative

Raul Ramos, Employee Representative

Carl Carr, Business Representative

SIDE LETTER OF AGREEMENT

Between

The City of Ukiah

And

Operating Engineers Local No. 3 Water Utilities and Mechanics Unit

This Side Letter of Agreement (“Agreement”) is entered into by and between the City of Ukiah (“City”) and the Operating Engineers Local No. 3 Water Utilities and Mechanics Unit (“Unit”) (collectively referred to as “Parties”).

At its regular meeting on June 16th, 2021, with the adoption of the FY 2021/2022 budget, City Council expressed its desire to institute the maximum 3% cost of living adjustment for Year 4 of the Parties Memorandum of Understanding (“MOU”), effective the first full pay period following July 2021.

Having met and conferred in accordance with Government Code section 3500, *et. seq.*, the City and the Unit agree to amend, add to and clarify the Parties’ current MOU as follows:

1. Article 3. Salary - The “Year 4” salary increase provisions in the June 2020 Amendment to and Extension of the 2018-2022 MOU between the City and the Unit is hereby stricken and replaced with the following:

Year 4: Effective the first full pay period in July 2021, all unit members shall receive a 3% increase to base salary.

2. This Agreement supersedes any provisions or language in previous policies, the Parties’ current MOU and/or other documents that may conflict with the terms of this Agreement. The term of this Agreement shall be as specified in the MOU.

CITY OF UKIAH

WATER UTILITIES AND MECHANICS UNIT

Sage Sangiacomo, City Manager

Matthew Anliker, Employee Representative

Mario Dogali, Employee Representative

Carl Carr, Business Representative



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Ordinance Amending Sections 3960 and 3962 in Article 2, Chapter 6, Division 4 of the Ukiah City Code, Governing Apportionment of Water and Sewer Fees to Tenants in Mobilehome Parks and Apartment Complexes.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Consent Calendar

ATTACHMENTS:

1. City Code Section 3707.1
2. City Code Section 3961 & 3962
3. David Rapport Email RE Sewer Bill Calculating Issue with New Rate Structure
4. Proposed Ordinance

Summary: The City Council will consider adopting an Ordinance amending the current Ukiah City Code, which governs apportionment of water and sewer fees to Tenants in mobilehome parks and apartment complexes, and will help to make the billing more uniform.

Background: Ukiah City Code Section 3707.1 (Attachment 1) was amended when the new sewer rates were adopted on July 1, 2020, and references Ukiah City Code Sections 3960-3962 to be used to pass-through monthly sewer charges to the tenants of spaces in mobile home parks, using a master water meter.

However, Section 3962 (Attachment 2 – includes Section 3961) prescribes different rules for a mobile home park that uses submeters to measure water used at each space, from parks that use a master water meter for the entire park, resulting with the tenant in the park with the submeters paying less than the tenant in the park without the submeters.

Please see Attachment 3 for a full, detailed explanation from City Attorney, David Rapport.

Discussion: In order for the City to address this disconnect that exists between the current rate structure and City Code Section 3962, then the code must be amended. Please find attached a proposed Ordinance (Attachment 4) making the necessary amendments, which Staff is recommending that Council adopt.

The Council unanimously introduced the Ordinance by title only at its June 2, 2021 regular meeting. Staff recommends Council adopt the Ordinance in Attachment 4 amending Sections 3960 and 3962 in Article 2, Chapter 6, Division 4 of the Ukiah City Code, governing apportionment of water and sewer fees to tenants in mobilehome parks and apartment complexes.

Recommended Action: Adopt Ordinance amending Sections 3960 and 3962 in Article 2, Chapter 6, Division 4 of the Ukiah City Code, governing apportionment of Water and Sewer Fees to Tenants in Mobilehome Parks and Apartment Complexes.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney and Dan Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager

§3707.1 RATES



Rates for all premises connected to public sewers within or under the jurisdiction and control of the City shall be set forth in resolutions adopted from time to time by the Ukiah City Council. Such resolutions may prescribe user classifications, including the monthly sewer charge and consumption rate assigned to each class of user. These rates, although stated on a monthly basis, may be billed monthly, bimonthly, or quarterly as determined from time to time by the City Council.

The customer who applied for and assumed the obligation to pay for water service to the property is the person liable for sewer charges to the property served by that water service. In the case of multiple units served by a master water meter, one person or entity, such as the property owner, shall pay for and assume liability for sewer service to that property. Notwithstanding any other provision of this code, the customer may bill its tenants for their proportional share of the City's charges for that service in accordance with Chapter 6, Article 2 of this division, commencing with section 3960 of this code. This requirement shall not prevent tenants in a multi-unit residential property from exercising their rights under Public Utilities Code section 10009.1, including their option to become utility customers in accordance with the requirements of that section, to whom the service will then be billed, without being required to pay the amount due on the delinquent account.

Each premises or user connected to the public sewage system shall be classified under one of the user categories set forth by resolution and shall be subject to the rates specified for such category. Premises or users which are susceptible to classification under two (2) or more of such user categories shall be specially classified by City and shall be subject to rates established by City which shall allow for a reasonable usage allocation. (Ord. 845, §4, adopted 1985; Ord. 1073, §1, adopted 2005; Ord. 1117, §1, adopted 2009; Ord. 1203, §1, adopted 2020)

§3961 BILLING TENANTS FOR WATER OR SEWER SERVICE [SHARE](#)

A customer may submit a monthly utility bill to a tenant for his or her pro rata share of city charges in accordance with this article.

Monthly utility bills must be delivered to and payable by a tenant each month. The bill must contain the required records for the month for which the tenant is being billed. The bill must describe the location within the multi-unit property where required records for other months are located and shall state that any tenant and the city shall have access to these records during regular business hours and the right to examine, audit or copy them. In addition, a customer may provide tenants and the city internet access to required records. (Ord. 1117, §1, adopted 2009)

§3962 COMPUTING THE PRO RATA SHARE [SHARE](#)

A. No Submeters: For a multi-unit property that does not use submeters, the pro rata share shall be determined by dividing the city charges by the number of mobile home spaces or apartments within the multi-unit property which receive water or sewer service. The result of that computation shall be the pro rata share for that month.

B. Submeters: For a multi-unit property that uses submeters, the pro rata share for water and sewer service shall be determined as follows:

1. Water Service: The pro rata share of the city charges for water service shall be determined by a formula, where:

X = City charges for water service.

Y = Units of water used by the individual tenant based on the submeter reading for the tenant's space or apartment.

T = Total units of water included in city charges.

P = Per unit charge for water.

R = The charge to the tenant for water (pro rata share).

The master meter reading and the submeter reading used in calculating the pro rata share shall be for the time period covered by the city charges.

The formula used to calculate the pro rata share is:

$$R = (X/T) \times Y$$

The formula computes the pro rata share by dividing the city charges for water service by the total units of water included in the city charges to determine the per unit charge for water. The per unit charge is multiplied by the total units of water used by the tenant based on the reading of the tenant's individual submeter for his or her mobile home park space or apartment.

2. Sewer Service: The pro rata share of the city charges for sewer service shall be determined by two (2) separate calculations which are added together to determine the tenant's pro rata share as follows:

a. The total units of water from all of the submeter readings for the sewer service period is subtracted from the total units of water used by the multi-unit property for the sewer service period as shown by the master meter ("master meter total"). That number is divided by the master meter total to produce a fraction or percentage. That fraction or percentage is multiplied by the city charges for sewer service. The resulting dollar amount is prorated equally among the tenants by dividing it by the total number of rented spaces or apartments in the multi-unit property.

b. The remaining portion of the city charges for sewer service is prorated among the tenants by creating a fraction for each tenant with the numerator being that tenant's submeter reading for the sewer service period and the denominator being the total submeter readings for the sewer service period. The tenant's pro rata share of these remaining city charges is computed by multiplying those charges by this fraction. (Ord. 1117, §1, adopted 2009; Ord. 1119, §1, adopted 2009)

Kristine Lawler

Subject: David Rappor's Email RE Rancho Del Rey MHP - Sewer bill calculating issue with new Rate Structure

Attachments: Ordinance Amendments re pro-rating water and sewer charges to mobilehome parks and apartments.docx

From: David Rapport <drapport@cityofukiah.com>

Sent: Wednesday, January 13, 2021 3:44 PM

To: Sage Sangiacomo <ssangiacomo@cityofukiah.com>; Sean White <swhite@cityofukiah.com>

Cc: Lori Martin <lmartin@cityofukiah.com>; Kristine Lawler <klawler@cityofukiah.com>; Daniel Buffalo <dbuffalo@cityofukiah.com>

Subject: RE: Rancho Del Rey MHP - Sewer bill calculating issue with new Rate Structure

Below (see *Attachments 1 & 2*) is UCC section 3707.1, which was amended when the new rates were adopted, and Sections 3960-3962 which section 3707.1 says should be used to pass-through to the tenants of spaces in a mobile home park, using a master water meter, the monthly sewer charges. Section 3962 prescribes different rules for a mobile home park that uses submeters to measure water used at each space and parks that don't.

For 10/1/20-6/30/21 the sewer rate per residential unit (e.g., each mobile home) is \$49.35 plus \$3.57 per hcf. The formula used to compute the rate where there are submeters is:

For parks with submeters, the charge is

- a. The total units of water from all of the submeter readings for the sewer service period is subtracted from the total units of water used by the multi-unit property for the sewer service period as shown by the master meter ("master meter total"). That number is divided by the master meter total to produce a fraction or percentage. That fraction or percentage is multiplied by the city charges for sewer service. The resulting dollar amount is prorated equally among the tenants by dividing it by the total number of rented spaces or apartments in the multi-unit property.

For example, if the monthly bill for sewer service to the mobile home park is **\$1165.50** (20 spaces x 49.45 = \$987 + \$3.57 x 50 hcf = \$178.50) and if total number of hcf's for all the submeters in a 20 space mobile home park were 30 hcf's, $30/50 = 60\%$.

$.6 \times \$1165.50 = \699.30 . That amount is divided by the number of spaces. $699.30/20 = \$34.965$. Each tenant would pay **\$34.96** under this calculation.

Plus

- b. The remaining portion of the city charges for sewer service is prorated among the tenants by creating a fraction for each tenant with the numerator being that tenant's submeter reading for the sewer service period and the denominator being the total submeter readings for the sewer service period. The tenant's pro rata share of these remaining city charges is computed by multiplying those charges by this fraction.

Remaining portion of sewer charges = \$466.20 (\$1165.50 - \$699.30). If a given tenant used 1 hcf as measured by the tenant's submeter and the 20 submeters used a total of 30 hcf's (10 hcf's never making it to the submeters, because of leaks or irrigation, for example), that tenant would pay $1/30 \times \$466.20 =$ **\$15.54**

That tenant's total share of the \$1165.50 bill would be **\$50.50** (\$34.96 + \$15.54)

In a park without submeters, the total \$1165.50 bill would be divided by the number of spaces. $\$1165.50/20 = \58.75 . Each tenant's share of the monthly bill would be **\$58.75**.

In the example, the difference between the tenant using 1 hcf in a park with submeters and a tenant in a park without submeters, whose bill is not influenced by the amount of water that tenant uses, is \$8.25 with the tenant in the park with submeters paying less than the tenant in the park without submeters.

Dave

ORDINANCE NO. _____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
UKIAH AMENDING SECTIONS 3960 and 3962 IN
ARTICLE 2, CHAPTER 6, DIVISION 4 OF THE UKIAH
CITY CODE, GOVERNING APPORTIONMENT OF
WATER AND SEWER FEES TO TENANTS IN
MOBILEHOME PARKS AND APARTMENT COMPLEXES**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Sections 3960 and 3962 in Article 2, Chapter 6, Division 4 are amended to read as follows:

§3960 DEFINITIONS.

As used in this article, the following terms shall have the following meanings:

CITY CHARGES: The actual amount billed by the City each month to the Customer for water and sewer service to the master meter serving the Multi-Unit Property.

CONSUMPTION RATE. The rate based on consumption of water during the Service Period per hundred cubic feet (HCF).

CUSTOMER: The person or entity which has assumed the legal obligation to pay for water or sewer service when that service is provided to a Multi-Unit Property.

MONTHLY SERVICE CHARGE: The water or sewer monthly Service Charge per dwelling unit (1 sewer or water service unit as applicable) for each dwelling unit at the rate established by resolution of the City Council.

MONTHLY UTILITY BILL: The bill from the Customer to a Tenant for the pro rata share of City Charges.

MULTI-UNIT PROPERTY: A mobile home park as defined in California Civil Code section 798.4 or an apartment building or complex, consisting of more than three (3) apartments.

PRO RATA SHARE: The amount of City charges which the Customer may bill to a Tenant each month. City Charges may only be recovered in monthly billings to the Tenants.

REQUIRED RECORDS: The monthly bill to the customer from the City of Ukiah for water and sewer service to the master meter and the computation of the pro rata share.

SEWER SERVICE PERIOD: The water meter readings for the month or months used by the City to determine sewer Monthly Service Charges, currently the average of the readings for the months of January, February and March.

SUBMETER: A meter installed on a Multi-Unit Property for measuring water use in an individual apartment or mobile home occupying a rented mobile home space. Submeters may be used at a Multi-Unit Property only if they are installed in each apartment or space and all common areas, such as laundry facilities, receiving water or sewer service.

TENANT: The person or persons who rent a space in a mobile home park or an apartment in an apartment building or complex.

WATER SERVICE PERIOD: The water meter readings in Units of Water for the month for which a bill is sent to the Customer.

UNIT OF WATER: One hundred (100) cubic feet ("hcf") or 748.1 gallons of water.

§3962 COMPUTING THE PRO RATA SHARE

A. No Submeters: For a Multi-Unit Property that does not use submeters, the pro rata share shall be determined by dividing the City Charges by the number of mobile home spaces or apartments within the Multi-Unit Property which receive water or sewer service. The result of that computation shall be the pro rata share for that month.

B. Submeters: For a Multi-Unit Property that uses submeters, the pro rata share for water and sewer service shall be determined as follows:

1. Water Service:

a. Each rented space or apartment pays the City's then-current Monthly Service Charge.

b. The remaining portion of the City water bill (which will be the Consumption Rate portion of the bill and any portion of the Monthly Service Charge that was not included under subsection 1.a, above due to vacancies) is prorated among the Tenants by creating a fraction for each Tenant with the numerator being that Tenant's submeter reading during the Water Service Period and the denominator being the total submeter readings for the same period. The Tenant's pro rata share of these remaining City Charges for water is computed by multiplying the remaining portion of the water bill to the Customer by this fraction.

2. Sewer Service:

a. Each rented space or apartment pays the City's then-current Monthly Service Charge.

b. The remaining portion of the Monthly Utility Bill (which will be the Consumption Rate portion of the bill and any portion of the Monthly Service Charge that was not included in subsection 2.a above due to vacancies} is prorated among

the Tenants by creating a fraction for each Tenant with the numerator being that Tenant's submeter reading during the Sewer Service Period and the denominator being the total submeter readings for the same period. The Tenant's pro rata share of these remaining City Charges is computed by multiplying the remaining portion of the City Charges for sewer by this fraction.

SECTION TWO.

1. Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

2. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on June 6, 2021, by the following roll call vote:

AYES: Councilmembers Crane, Rodin, Duenas, Brown, and Mayor Orozco
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on July 7, 2021 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Juan V. Orozco, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Ordinance Adding Section 9004 to Division 9, Chapter 2, Article 1 to Require Compliance with the 2020 Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP).

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. UKI ALUCP - ADOPTED May 20, 2021 - COMPLETE PRINT FILE
2. ALUC Revised ISND
3. UKI ALUCP Compatibility Map
4. Proposed Ordinance- UKIALUCP

Summary: Council will consider adopting an ordinance requiring compliance with the 2020 Ukiah Municipal Airport Land Use Compatibility Plan (ALUCP).

Background: The basic function of airport land use compatibility plans is to promote compatibility between airports and surrounding land uses. Airport Land Use Commissions ("ALUCs") are appointed with authority under the State Aeronautics Act to adopt airport land use compatibility plans and carry out land use project review responsibilities. The Mendocino County Airport Land Use Commission was formed in 1993 and on October 21, 1993, adopted the Mendocino County Airport Comprehensive Land Use Plan ("MCACLUP"). The MCACLUP was revised on June 6, 1996, to include the Ukiah Municipal Airport ("UKI").

Since June 6, 1996, the MCACLUP has been the airport land use compatibility plan for UKI and the City of Ukiah. Over the course of the last 25 years, however, airport environs have changed due to continued development within the areas of the City, airport operations and the airport layout, and new and updated regulations within the State Aeronautics Act as summarized in the 2011 California Division of Aeronautics Airport Land Use Planning Handbook ("Handbook"). The Handbook provides guidance on the formation and operation of ALUCs, the preparation of compatibility plans, procedures for review of local actions, and the responsibilities of local agencies. To update standards to those of the 2011 Handbook, as well as protect the viability of existing and future airport operations by aligning the compatibility zones and criteria with current standards, in June 2018 the City Council directed Staff to work with Mendocino County Planning and Building Services staff and the Mendocino County ALUC to develop a complete, stand-alone airport land use compatibility plan for UKI.

The planning effort to develop the Ukiah Municipal Airport Land Use Compatibility Plan ("UKIALUCP") was initiated in February 2019 with support from the County of Mendocino and Mendocino County ALUC. A draft of the UKIALUCP was completed on January 31, 2020, but public review was delayed until July 2020 due to the COVID-19 pandemic. An Initial Study and Negative Declaration examining environmental impacts under CEQA was prepared and circulated on July 21, 2020, together with the Public Review draft 2020 UKIALUCP. Subsequently, revisions were made to the Public Review draft in response to the November 2020 ALUC direction regarding accommodation of the CalFire Lockheed C-130 fire attack aircraft. The primary change

was to add a Compatibility Zone 1* beyond Zone 1 at each end of the runway to protect for the possible future runway extension. The environmental impacts of the addition of the Zone 1*s were examined and found to be the same or less than existed under the 1996 MCACLUP.

The Final UKIALUCP (Attachment 1) was adopted by the Mendocino County ALUC on May 20, 2021. The associated CEQA Negative Declaration (Attachment 2) was also approved by the ALUC at this meeting. This ALUC-adopted UKIALUCP replaces the earlier 1996 MCACLUP for Ukiah Municipal Airport.

Discussion: As of May 20, 2021, the UKIALUCP is the airport compatibility plan for Ukiah Municipal Airport and the Other Airport Environs airport influence area (see Map in Attachment 3). To implement the UKIALUCP within Ukiah city limits, "state law requires each local agency having jurisdiction over land uses within an ALUC's planning area to modify its general and any affected specific plans to be consistent with the compatibility plan." (UKIALUCP, page 17).

This can be accomplished in primarily four different ways. One of the ways indicated within the UKIALUCP is to "adopt a General Plan Airport Element." Another way is to "adopt Compatibility Plan as Stand-Alone Document," which is further described in Appendix F of the UKIALUCP. A third way is to "incorporate policies into existing general plan elements," and a fourth way is to "adopt airport combining district or overlay zoning ordinance."

As the City is presently in the process of updating its General Plan (2040 General Plan), Staff intends to facilitate a revised Airport Element in conjunction with this undertaking. Therefore, Staff recommends adoption of the UKIALUCP as a stand-alone document through introduction of an Ordinance (Attachment 4). This interim measure will ensure immediate implementation of the UKIALUCP for areas under the City's jurisdiction. It will also allow for a more appropriate and efficient utilization of Staff resources as the 2040 General Plan is developed.

Additionally, this recommended process will allow for enhanced internal consistency of General Plan components. For example, compatibility criteria and associated maps and procedural policies of the UKIALUCP can be more effectively integrated into the Land Use Element if developed holistically. By incorporating runway protection criteria, the ALUC ensured that the UKIALUCP will be fundamental to updating the Airport Element, especially with regard to on-airport development and operational purposes.

The Council unanimously introduced the Ordinance by title only at its June 16, 2021 regular meeting. Staff recommends Council adopt the Ordinance in Attachment 4 adding Section 9004 to Division 9, Chapter 2, Article 1 of Ukiah City Code to require compliance with the Ukiah Municipal Airport Land Use Compatibility Plan.

Recommended Action: Adopt Ordinance adding Section 9004 to Division 9, Chapter 2, Article 1 to require compliance with the Ukiah Municipal Airport Land Use Compatibility Plan.

BUDGET AMENDMENT REQUIRED: N/A

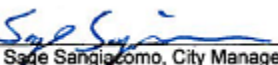
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: David Rapport, City Attorney; Darcy Vaughn, Assistant City Attorney; Mireya Turner, Planning Manager; Jesse Davis, Planning Manager

Approved: 
Sage Sangiacomo, City Manager

Ukiah Municipal Airport Land Use Compatibility Plan



MENDOCINO COUNTY AIRPORT LAND USE COMMISSION

Ukiah Municipal Airport Land Use Compatibility Plan



MENDOCINO COUNTY AIRPORT LAND USE COMMISSION

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**Adopted
May 20, 2021**

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CHAPTER 1

INTRODUCTION



MENDOCINO COUNTY AIRPORT LAND USE COMMISSION

Airport Land Use Compatibility Plan

Introduction

AIRPORT LAND USE COMPATIBILITY PLANNING

This *Ukiah Municipal Airport Land Use Compatibility Plan (UKLALUCP)* replaces the compatibility plan for Ukiah Municipal Airport adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1996 as part of the countywide *Mendocino County Airport Comprehensive Land Use Plan (MCACLUP)*. The UKLALUCP is wholly self-contained and does not rely upon any policies or other content contained in the MCALUCP. The MCALUCP remains in effect for other airports in Mendocino County.

Function and Applicability of the Plan

The basic function of this *UKLALUCP* is to promote compatibility between the airport and surrounding land uses. As adopted by the ALUC, the plan serves as a tool for use by the Commission in fulfilling its duty to review certain airport and adjacent land use proposals. Additionally, the plan sets compatibility criteria applicable to local agencies in their preparation or amendment of land use plans and ordinances and to landowners in their design of new development.

The Ukiah Municipal Airport is located in the southeastern portion of Mendocino County. The influence area for the Ukiah Municipal Airport, as defined herein, extends 2.7 miles from the airport's runway. This influence area encompasses land within two local government jurisdictions:

- County of Mendocino
- City of Ukiah

Additionally, any city, special district, community college district, or school district that exists or may be established or expanded into the Airport Influence Area defined by this *UKLALUCP* is also subject to the provisions of the plan. The authority of the ALUC does not extend to state, federal, or tribal lands. Details regarding the purpose, scope, and applicability of the *UKLALUCP* are set forth in the policy chapters that follow.

Statutory Requirements

Powers and Duties

Requirements for creation of Airport Land Use Commissions (ALUCs) were first established under the California State Aeronautics Act¹ in 1967. Although the law has been amended numerous times since then, the fundamental purpose of ALUCs, to promote land use compatibility around airports, has remained unchanged. As expressed in the present statutes, this purpose is:

“...to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public’s exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.”

The statutes give ALUCs two principal powers by which to accomplish this objective:

1. ALUCs must prepare and adopt an airport land use plan; and
2. ALUCs must review the plans, regulations, and other actions of local agencies and airport operators for consistency with that plan.

Limitations

The statutes also have two explicit limitations on the powers of ALUCs. Specifically, ALUCs have no authority over existing land uses² or over the operation of airports.³ Neither of these terms is defined within the statutes, although the interpretation of their meaning is fairly standard throughout the state.

- **Existing Land Uses**—The precise wording of the Aeronautics Act is that the authority of ALUCs extends only to land in the vicinity of airports that is “not already devoted to incompatible uses.” The working interpretation of this language is that ALUCs have no state-empowered authority over existing land uses. The question then becomes one of determining what conditions qualify a land use as existing.

For airport land use planning purposes, a land use can generally be considered existing once the local agency has completed all discretionary actions on the project and only ministerial approvals remain. A vacant property thus can be considered “devoted to” a particular use, even if the activity has not begun, once local government commitments and substantial construction investments by the property owner make it infeasible for the property to be used for anything other than its proposed use. Local agency commitment to a proposal can usually be considered firm once a vesting tentative map, development agreement, certain discretionary permits, or other land use entitlement has been approved.

¹ *Public Utility Code Sections 21670 et seq.*

² *Public Utilities Code Section 21674(a).*

³ *Public Utilities Code Section 21674(e).*

- **Operation of Airports**—Any actions pertaining to how and where aircraft operate on the ground or in the air around an airport are not within the jurisdiction of ALUCs to regulate. ALUC involvement with aircraft operations is limited to taking the operational characteristics into account in the development of land use compatibility plans. This limitation on the jurisdiction of ALUCs cannot, however, be taken to mean that they have no authority with respect to new development on airport property. For example, the law specifically requires ALUCs to review proposed airport master plans for consistency with the commission's plans.⁴ ALUCs also are generally conceded to have authority to review proposals for nonaviation development on airport property.

A third, less absolute, limitation concerns the types of land use actions that are subject to ALUC review. The law emphasizes local general plans as the primary mechanism for implementing the compatibility policies set forth in an ALUC's plan. Thus, each land use jurisdiction affected by this *UKIALUCP* is required to make its general plan consistent with the ALUC plan (or to overrule the Commission). Once a local agency has taken this action to the satisfaction of the ALUC, the ALUC's authority to review projects within that jurisdiction is narrowly limited. The only actions for which review remains mandatory are proposed adoption or amendment of general plans, specific plans, zoning ordinances, and building regulations (building codes) affecting land within an airport influence area. For an ALUC to review individual projects, the local agency must agree to submit them.

Mendocino County Airport Land Use Commission

State law provides two basic options regarding the structure of airport land use commissions: 1) a standard format, or 2) designation of an existing body to serve as the ALUC. Among California's 58 counties, these two formats are used in roughly equal proportions.

Membership on ALUCs structured in the standard manner is specified to be as follows:

- Two members appointed by the county board of supervisors,
- Two members appointed by a selection committee of mayors of the county's cities,
- Two members appointed by airport managers, and
- A seventh member, representing the general public, appointed by the other six members.

The designated body format has several possibilities. Most common is for a single- or multi-county council of governments, transportation planning agency, or similar entity to be designated as the ALUC. Other types of bodies that serve as ALUCs in some counties include the county planning commission, the county airport commission, or the county board of supervisors.

The Mendocino County ALUC was formed in 1993. Its composition, a variation of the standard format, consists of seven members: three County Planning Commission members appointed by the Board of Supervisors, three members appointed by the city selection committee, and one member at large appointed by the other six commissioners.

⁴ *Public Utilities Code Section 21676(c).*

Relationship of the ALUC to County and City Governments

The fundamental relationship between the ALUC and the governments of Mendocino County and the City of Ukiah is set by the State Aeronautics Act. Within the bounds defined by state law, the decisions of the ALUC are final and are independent of the Board of Supervisors or City Council. The ALUC does not need county or city approval in order to adopt this *UKLALUCP* or to carry out ALUC land use project review responsibilities. However, the ALUC must consult with the involved agencies regarding establishment of the airport influence area boundary.⁵

Another aspect of the relationship between the ALUC and county and city governments concerns implementation of the *UKLALUCP*. The ALUC has the sole authority to adopt this plan and to conduct compatibility reviews, but, as noted earlier, the authority and responsibility for implementing the compatibility policies rests with the local agencies.

The California Government Code⁶ establishes that each county and city affected by an airport land use compatibility plan must make its general plan and any applicable specific plans consistent with the ALUC's plan. Alternatively, local agencies can take the series of steps listed in the Public Utilities Code⁷ to overrule the ALUC. Actions that Mendocino County and the City of Ukiah can take to implement the *UKLALUCP* or overrule the ALUC are outlined later in this chapter.

PLAN PREPARATION AND REVIEW

State Guidelines

Although state law spells out the powers and duties of airport land use commissions and many of the procedural aspects of airport land use compatibility planning, it does not contain explicit compatibility guidelines. Rather, the law refers to another document, the *Airport Land Use Planning Handbook (Handbook)* published by the California Division of Aeronautics. Specifically, the statutes say that when preparing compatibility plans for individual airports, ALUCs shall “be guided by” the information contained in the *Handbook*.

The *Handbook* deals with the formation and operation of ALUCs, the preparation of compatibility plans, procedures for review of local actions, and the responsibilities of local agencies. The *Handbook* also sets forth basic guidelines for land use compatibility criteria. This guidance is intended to serve as the starting point for compatibility planning around individual airports. The *Handbook* is not regulatory in nature and does not constitute formal state policy. The most recent edition of the *Handbook* was completed in October 2011 and is available for downloading from the Division of Aeronautics website: <https://dot.ca.gov/-/media/dot-media/programs/aeronautics/documents/californiaairportlanduseplanninghandbook-a11y.pdf>

⁵ *Public Utilities Code Section 21675(c).*

⁶ *Government Code Section 65302.3.*

⁷ *Public Utilities Code Section 21676.*

An additional function of the *Airport Land Use Planning Handbook* is established elsewhere in California state law. The Public Resources Code creates a tie between the *Handbook* and California Environmental Quality Act (CEQA) documents. Specifically, Section 21096 requires that lead agencies must use the *Handbook* as “a technical resource” when assessing airport-related noise and safety impacts of projects located in the vicinity of airports.

The policies and maps in this *UKLALUCP* take into account the guidance provided by the current edition of the *Handbook*, dated October 2011. This edition refined, clarified, and reorganized the content of the 2002 edition, but did not appreciably change the state guidance.

Relationship to Airport Master Plan

Airport land use compatibility plans are distinct from airport master plans in function and content. In simple terms, the issues addressed by airport master plans are primarily on-airport, whereas those of concern in a compatibility plan are off-airport. The purpose of airport master plans is to assess the demand for airport facilities and to guide the development necessary to meet those demands. An airport master plan is prepared for and adopted by the agency that owns and/or operates the airport. In contrast, the purpose of a compatibility plan is to assure that incompatible development does not occur on lands surrounding the airport. The responsibility for preparation and adoption of compatibility plans lies with each county’s airport land use commission.

This distinction notwithstanding, the relationship between the two types of plans is close. Specifically, the Public Utilities Code⁸ requires that ALUC plans be based upon a long-range airport master plan adopted by the airport owner/proprietor. If such a plan does not exist for a particular airport, an airport layout plan may be used subject to approval by the California Division of Aeronautics.⁹ Furthermore, ALUC plans must reflect “the anticipated growth of the airport during at least the next 20 years.”

The connection works in both directions, however. While a compatibility plan must be based upon an airport master plan, the Public Utilities Code¹⁰ also requires that any proposed modification to an airport master plan be submitted to the ALUC to determine if the proposal is consistent with the compatibility plan. Provided that the off-airport compatibility implications of the proposed modifications are adequately addressed in the master plan, the outcome of this process usually is that the compatibility plan will need to be updated to mirror the new master plan.

Ukiah Municipal Airport Plans

The responsibility for master planning of the Ukiah Municipal Airport rests with the airport’s proprietor, the City of Ukiah. The current master plan for the Ukiah Municipal Airport was adopted by the city in 1996. The Airport Layout Plan drawing was approved by the Federal Aviation Administration (FAA) in January 2016 and illustrates proposed alterations to the airfield system. The principal development proposal shown on the Airport Layout Plan is extending the Runway 15 end 465 feet north.

In November 2020, the Ukiah City Council unanimously approved a recommendation to the ALUC that the *UKLALUCP* protect for a future 5,000-foot runway to accommodate operations by CalFire Lockheed

⁸ *Public Utilities Code Section 21675(a).*

⁹ In May 2019, Caltrans approved the January 2016 Airport Layout Plan for use as the aeronautical basis for this *UKLALUCP*.

¹⁰ *Public Utilities Code Section 21676(c).*

C-130 fire attack aircraft. Although this runway length is not specifically depicted in the 2016 Airport Layout Plan drawing, features including avigation easement acquisition that are shown on the drawing support this option. At its meeting on November 19, 2020, the Mendocino County ALUC directed ALUC staff and Mead & Hunt to revise the draft *UKLALUCP* as recommended by the Ukiah City Council. The city's recommendation and ALUC direction are reflected in the compatibility map and criteria contained in Chapter 3 of this *UKLALUCP*.

With respect to aircraft activity projections, a 20-year activity forecast of 30,916 annual operations was developed for the purposes of this *UKLALUCP*. This forecast is double the current (2019) activity level of 15,458 annual operations and is representative of the airport's current condition and potential growth.

In accordance with state law, the features of the Ukiah Municipal Airport development proposals having implications for off-airport land use have been taken into account in the preparation of this *UKLALUCP*. In particular, the role of the airport and the planned long-term development of the runway system as identified in the Airport Layout Plan were major inputs to the compatibility policies set forth herein.

Compatibility Planning for Ukiah Municipal Airport

The Mendocino County Airport Land Use Commission adopted the original countywide compatibility plan—entitled *Mendocino County Airport Comprehensive Land Use Plan (MCACLUP)*—on October 21, 1993; the plan was revised June 6, 1996, to include the Ukiah Municipal Airport. The 1996 plan was based upon the development proposals provided in the 1996 Ukiah Municipal Airport Master Plan, a plan which no longer fully reflects the city's planning for the airport. The *MCACLUP* also predates the latest guidance provided by Caltrans in the 2011 *Handbook*. Consequently, for both of these reasons, the *MCACLUP* is outdated.

The planning effort to prepare an updated compatibility plan for the Ukiah Municipal Airport was initiated by the City of Ukiah with support from the County of Mendocino and the Mendocino County Airport Land Use Commission. As part of the planning process, a Technical Advisory Group was established specifically for the project. The group's membership consisted of County and City Planning staff members, the Ukiah Municipal Airport Manager, a County Department of Transportation representative, and representatives of the ALUC. The Technical Advisory Group assisted with providing airport and land use data, reviewing discussion papers and draft materials, and provided comments for consideration in the draft *UKLALUCP*.

An Initial Study of environmental impacts has been prepared pursuant to the requirements of the California Environmental Quality Act (CEQA). Issues addressed include those identified in the 2007 California Supreme Court decision in *Muzzy Ranch Company v. Solano Airport Land Use Commission*. These issues include assessment of the potential future displacement of residential and nonresidential land use development as a result of implementation of this *UKLALUCP*. A copy of the Initial Study and associated Negative Declaration was circulated for public review and comment on July 21, 2020 together with a Public Review draft of this *UKLALUCP*.

Subsequently, revisions were made to the Public Review Draft in response to the November 2020 ALUC direction regarding accommodation of the CalFire Lockheed C-130 fire attack aircraft. The primary change was to add a Compatibility Zone 1* beyond Zone 1 at each end of the runway. These text and map revisions, together with various minor wording clarifications, were documented in Addendum #1, dated January 14, 2021. The environmental impacts of the addition of the Zone 1*s, the potential for displacement in particular, were examined and found to be the same or less than existed under the 1996 *MCALUCP* and less than significant in terms of CEQA.

This supplemental analysis was included in the revised Initial Study and Negative Declaration (January 2021) which were made public but not formally recirculated consistent with Title 14, California Code of Regulation, Section 15073.5(C)(2).

The Final Draft *UKLALUCP*, including the revisions listed in Addendum #1, was adopted by the ALUC on May 20, 2021. The associated Negative Declaration was also approved by the ALUC at that time. This adopted *UKLALUCP* document contains the Addendum #1 revisions and replaces the earlier *Mendocino County Airport Comprehensive Land Use Plan (MCACLUP)* addressing the Ukiah Municipal Airport (adopted 1993, revised 1996)

PLAN IMPLEMENTATION

General Plan Consistency

As noted above, state law requires each local agency having jurisdiction over land uses within an ALUC's planning area to modify its general plan and any affected specific plans to be consistent with the compatibility plan. The law says that the local agency must take this action within 180 days of when the ALUC adopts or amends its plan. The only other course of action available to local agencies is to overrule the ALUC by a two-thirds vote¹¹ after first holding a public hearing and making findings that the agency's plans are consistent with the intent of state airport land use planning statutes.

A general plan does not need to be identical with the ALUC plan in order to be consistent with it. To meet the consistency test, a general plan must do two things:

- It must specifically address compatibility planning issues, either directly or through reference to a zoning ordinance or other policy document; and
- It must avoid direct conflicts with compatibility planning criteria.

Many community general plans pay little attention to the noise and safety factors associated with airport land use compatibility. Also, some of the designated land uses of property near an airport frequently are contrary to good compatibility planning. It is anticipated that each of the land use jurisdictions affected by this *UKLALUCP* will need to make some modification to its general plan and/or other land use policy documents in order to meet the plan consistency requirements. (Note: An initial assessment of the consistency between the current local general plans and the policies set forth in this *UKLALUCP* is contained in Appendix E).

Compatibility planning issues can be reflected in a general plan in several ways:

Incorporate Policies into Existing General Plan Elements—One method of achieving the necessary planning consistency is to modify existing general plan elements. For example, airport land use noise policies could be inserted into the noise element, safety policies could be placed into a safety element, and the primary compatibility criteria and associated maps plus the procedural policies might fit into the land use element.

¹¹ "A two-thirds vote of the entire membership of a city council is not required to override an adverse determination made by an airport land use commission concerning the city's proposed amendment of its general plan; a two-thirds vote of the members constituting a quorum is sufficient to override the determination." *California Attorney General Opinion 91-502; published March 18, 1992.*

With this approach, direct conflicts would be eliminated and the majority of the mechanisms and procedures to ensure compliance with compatibility criteria could be fully incorporated into a local jurisdiction's general plan.

Adopt a General Plan Airport Element—Another approach is to prepare a separate airport element of the general plan. Such a format may be advantageous when a community's general plan also needs to address on-airport development and operational issues. Modification of other plan elements to provide cross referencing and eliminate conflicts would still be necessary.

Adopt Compatibility Plan as Stand-Alone Document—Jurisdictions selecting this option would simply adopt the relevant portions of the *UKLALCUP* as a local policy document—specifically, Chapter 2 plus any background information they wish to include. Changes to the community's existing general plan would be minimal. Policy reference to the separate *UKLALUCP* document would need to be added and any direct land use or other conflicts with compatibility planning criteria would have to be removed. Limited discussion of compatibility planning issues could be included in the general plan, but the substance of most compatibility policies would appear only in the stand-alone document.

Adopt Airport Combining District or Overlay Zoning Ordinance—This approach is similar to the stand-alone document except that the local jurisdiction would not explicitly adopt the *UKLALUCP* as policy. Instead, the compatibility policies would be restructured as an airport combining or overlay zoning ordinance. A combining zone serves as an overlay of standard community-wide land use zones and modifies or limits the uses permitted by the underlying zone. Flood hazard combining zoning is a common example. An airport combining zone ordinance can serve as a convenient means of bringing various airport compatibility criteria into one place. The airport-related height-limit zoning that many jurisdictions have adopted as a means of protecting airport airspace is a form of combining district zoning. Noise and safety compatibility criteria, together with procedural policies, would need to be added to create a complete airport compatibility zoning ordinance. Other than where direct conflicts need to be eliminated from the local plans, implementation of the compatibility policies would be accomplished solely through the zoning ordinance. Policy reference to airport compatibility in the general plan could be as simple as mentioning support for the airport land use commission and stating that policy implementation is by means of the combining zone (An outline of topics which could be addressed in an airport combining zone is included in Appendix F).

Overrule Process

The only other course of action available to local agencies is to overrule the ALUC by a two-thirds vote of its governing body after making findings that the agency's plans are consistent with the intent of state airport land use planning statutes. Additionally, the local agency must provide both the ALUC and Caltrans Division of Aeronautics with a copy of the local agency's proposed decision and findings at least 45 days in advance of its decision to overrule and must hold a public hearing on the proposed overruling.¹² The ALUC and the Division of Aeronautics may provide comments to the local agency within 30 days of receiving the proposed decision and findings.

¹² *Public Utilities Code Section 21676(a) and (b).*

If comments are submitted, the local agency must include them in the public record of the final decision to overrule the ALUC.¹³ Note that similar requirements apply to local agency overruling of ALUC actions concerning individual development proposals for which ALUC review is mandatory¹⁴ and airport master plans.¹⁵

Project Referrals

In addition to the types of land use actions for which referral to the ALUC is mandatory in accordance with state law (e.g., general plans, specific plans), the *UKLALUCP* specifies other major land use projects that either must or can be submitted for review. These major land use actions are defined in Chapter 2. Beginning with when this *UKLALUCP* is adopted by the ALUC and continuing until such time as local agencies have made the necessary modifications to their general plans, all of these major land use actions are to be submitted to the ALUC for review. After local agencies have made their general plans consistent with the *UKLALUCP*, local agencies may choose to voluntarily refer to the ALUC or ALUC Secretary land use actions involving a question of compatibility with airport activities. However, such referrals are voluntary, informal, and constitute consultation rather than formal reviews. These referral procedures must be indicated in the local jurisdiction's general plan or other implementing policy document in order for the general plan to be considered fully consistent with the *UKLALUCP*.

PLAN CONTENTS

The *UKLALUCP* is organized into four chapters and a set of appendices. The intent of this introductory chapter is to set the overall context of airport land use compatibility planning in general and for the Ukiah Municipal Airport and Mendocino County Airport Land Use Commission in particular.

The policies and maps in Chapters 2 and 3 constitute the most important components of the plan. The policies in Chapter 2 establish procedures by which the ALUC operates and conducts compatibility reviews of land use and airport development proposals affecting Ukiah Municipal Airport. The policies also define the types of actions to be submitted for ALUC review and the procedures that the ALUC will follow in making compatibility determinations. Chapter 3 specifies the compatibility criteria for future land use development in the Ukiah Municipal Airport environs.

Chapter 4 presents various background data regarding features, impacts, and environs of Ukiah Municipal Airport. Chapter 4 also serves to document the data and assumptions upon which the compatibility policy maps for the airport are based.

Also included in this document are a set of appendices containing a copy of state statutes concerning airport land use commissions and other general information pertaining to airport land use compatibility planning. This material is mostly taken from other sources and does not represent ALUC policy except where cited as such in Chapters 2 and 3—specifically the state ALUC statutes and certain other laws (Appendix A) and Code of Federal Regulations (CFR) Part 77 (Appendix B).

¹³ *Public Utilities Code Sections 21676, 21676.5 and 21677.*

¹⁴ *Public Utilities Code Section 21676.5(a).*

¹⁵ *Public Utilities Code Section 21676(c).*

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CHAPTER 2



PROCEDURAL POLICIES



MENDOCINO COUNTY AIRPORT LAND USE COMMISSION

Airport Land Use Compatibility Plan

Procedural Policies

1. GENERAL APPLICABILITY

1.1. Purpose and Use

- 1.1.1. *Basic Purpose:* The purpose of this *Ukiah Municipal Airport Land Use Compatibility Plan (UKLALUCP)* is to articulate procedures and criteria applicable to airport land use compatibility planning involving *Ukiah Municipal Airport (Airport)*, a public-use general aviation airport owned by the City of Ukiah. The *UKLALUCP* is prepared in accordance with the requirements of the *California State Aeronautics Act* (Public Utilities Code Section 21670 et seq.) and guidance provided in the *California Airport Land Use Planning Handbook (Handbook)* published by the California Department of Transportation Division of Aeronautics in October 2011.
- 1.1.2. *Use by Mendocino County ALUC:* The *Mendocino County ALUC (ALUC)* shall:
- (a) Formally adopt this *UKLALUCP*¹ and amend it as necessary to reflect current *Airport* plans.²
 - (b) When a *Land Use Action* is referred for review as dictated by Section 1.4, make a determination as to whether such *Land Use Action* is consistent with the criteria set forth in this *UKLALUCP*.
 - (c) When an *Airport Development Action* is referred for review as dictated by Policy 1.4.4, make a determination as to whether such *Airport Development Action* is consistent with the criteria set forth in this *UKLALUCP*.
- 1.1.3. *Use by City of Ukiah:* The City of Ukiah shall:
- (a) When required by Section 1.4 of this *UKLALUCP*, refer *Land Use Actions* and *Airport Development Actions* to the *ALUC* for a consistency determination. Also, as encouraged by the *ALUC* in Policy 1.4.3, submit for *ALUC* comment (not a formal consistency determination) proposed *Major Land Use Actions* for which referral is voluntary.

¹ In accordance with *Public Utilities Code Section 21674(c)*.

² In accordance with *Public Utilities Code Section 21675(a)*.

- (b) Modify its general plan, applicable specific plan(s), zoning ordinance, and building regulations to be consistent with the policies in this *UKLALUCP* or take the steps necessary to *Override* the *ALUC* (see Section 2.5).
- (c) Utilize the *UKLALUCP*, either directly or as reflected in the appropriately modified general plan, specific plan, and zoning ordinance, when making other planning decisions regarding proposed *Land Use Actions* within the *Airport Influence Area*.
- (d) When preparing an environmental document for any *Land Use Action* within the *Airport Influence Area*, address the compatibility criteria contained in this *UKLALUCP* in addition to referencing guidance from the *Handbook*.³
- (e) As owner of Ukiah Municipal Airport, refer proposed *Airport Development Actions* (including new or revised airport master plans, airport layout plans, and certain other airport improvement plans) to the *ALUC* for a consistency determination (see Policy 1.4.4).

1.1.4. *Use by County of Mendocino:* The County of Mendocino shall:

- (a) When required by Section 1.4 of this *UKLALUCP*, refer *Land Use Actions* to the *ALUC* for a consistency determination. Also, as encouraged by the *ALUC* in Policy 1.4.3, submit for *ALUC* comment (not a formal consistency determination) proposed *Major Land Use Actions* for which referral is voluntary.
- (b) Modify its general plan, applicable specific plan(s), zoning ordinance, and building regulations to be consistent with the policies in this *UKLALUCP* or take the steps necessary to *Override* the *ALUC* (see Section 2.5).
- (c) Utilize the *UKLALUCP*, either directly or as reflected in the appropriately modified general plan, specific plan, and zoning ordinance, when making other planning decisions regarding the proposed *Land Use Actions* within the *Airport Influence Area*.
- (d) When preparing an environmental document for any *Land Use Action* within the *Airport Influence Area*, address the compatibility criteria contained in this *UKLALUCP* in addition to referencing guidance from the *Handbook*.⁴

1.1.5. *Use by Other Local Government Agencies:* Any existing or future special districts, school districts, or community college districts⁵ whose boundaries extend into the *Ukiah Municipal Airport Influence Area*, as defined herein, shall:

- (a) As specified by Section 1.4 of this *UKLALUCP*, refer *Land Use Actions* to the *ALUC* for a consistency determination.
- (b) Apply the policies of this *UKLALUCP* when creating plans or taking other *Land Use Actions* regarding proposed facilities and other development affecting or affected by airport operations or take the steps necessary to *Override* the *ALUC* (see Section 2.5).

³ The California Environmental Quality Act (CEQA) requires environmental documents for projects situated within an airport influence area to evaluate whether the project would expose people residing or working in the project area to excessive levels of airport-related noise or to airport-related safety hazards (Public Resources Code Section 21096). In the preparation of such environmental documents, the law specifically requires that the *Airport Land Use Planning Handbook* published by the California Division of Aeronautics be utilized as a technical resource.

⁴ See preceding footnote.

⁵ *Public Utilities Code Section 21670(f)* specifically includes special districts, school districts, and community college districts as among the *Local Agencies* subject to the airport land use compatibility planning provisions of the *Aeronautics Act*.

- 1.1.6. *Relationship to Other ALUCPs Adopted by ALUC:* This *UKLALUCP* rescinds and replaces the Compatibility Plan for the Ukiah Municipal Airport adopted by the ALUC in 1996 and included within the *Mendocino County Airport Comprehensive Land Use Plan (MCACLUP)*, which applies to all of the public-use airports in Mendocino County. None of the policies of the 1996 plan continue to apply to compatibility planning within the environs of the *Ukiah Municipal Airport*.
- (a) No future amendments to the *MCACLUP* shall apply to the environs of *Ukiah Municipal Airport* unless separately adopted as an amendment to this *UKLALUCP*.
 - (b) No court action to invalidate all or any portion of this *UKLALUCP* shall have an effect on the *MCACLUP* unless explicitly so stated.
- 1.1.7. *Effective Date:*
- (a) The policies herein are effective as of the date that the *ALUC* adopts this *UKLALUCP*.
 - (b) Any *Project* or phase of a *Project* that has received *Local Agency* approvals sufficient to qualify it as an *Existing Land Use* (see Policies 1.2.18 and 1.5.3) prior to the date of the *ALUC's* adoption of the *UKLALUCPs* shall not be required to comply with the policies herein. Rather, the policies of the 1996 Ukiah Municipal Airport section of the *MCACLUP* shall apply.

1.2. Definitions

The following definitions apply for the purposes of the policies set forth in this *UKLALUCP*. Words listed here appear in *Italics* when used in this chapter or in **Chapter 3**. In addition, general terms pertaining to airports and land use planning are defined in the *Glossary (Appendix H)*.

- 1.2.1. *Aeronautics Act* (also known as the California State Aeronautics Act): Except as indicated otherwise, the article of the California Public Utilities Code Section 21670 et seq., pertaining to airport land use commissions and airport land use compatibility planning.
- 1.2.2. *Airport:* Ukiah Municipal Airport.
- 1.2.3. *Airport Development Action:* Any of several types of actions that may be taken by the City of Ukiah as airport owner and for which referral to the *ALUC* is required (see Policy 1.4.4).
- 1.2.4. *Airport Influence Area:* The area, as shown in **Map 3A**, in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses. The *Airport Influence Area* constitutes the area within which certain *Land Use Actions* are subject to *ALUC* review. The term *Airport Influence Area* is synonymous with the term *Referral Area* as well as with the term “planning area” as used in Public Utilities Code Section 21675.
- 1.2.5. *Airport Land Use Commission (ALUC):* The Mendocino County Airport Land Use Commission.
- 1.2.6. *Airport Land Use Commission Secretary:* The Director of the Mendocino County Department of Planning and Building Services or a person designated by the Director.
- 1.2.7. *Airport Land Use Compatibility Plan (ALUCP):* This document, the *Ukiah Municipal Airport Land Use Compatibility Plan (UKLALUCP)*.
- 1.2.8. *Airport Proximity Disclosure:* A form of buyer awareness documentation required by California state law and applicable to many transactions involving residential real estate, which includes

- previously occupied dwellings. The disclosure notifies a prospective purchaser that the property is located in proximity to an airport and may be subject to annoyances and inconveniences associated with the flight of aircraft to, from, and around the airport. See Policy 3.7.2 for applicability to *Ukiah Municipal Airport*. Also see Policy 1.2.34 for a related buyer awareness tool, *Recorded Overflight Notification*.
- 1.2.9. *Airspace Critical Protection Zone*: The 14 CFR Part 77 primary surface and the area beneath portions of the approach and transitional surfaces to where these surfaces intersect with the horizontal surface together with the *Airspace High Terrain Zone*. See details in Policy 3.6.1(c).
 - 1.2.10. *Airspace High Terrain Zone*: High terrain areas where review of and control over the height of objects is particularly important to the protection of the *Airport* airspace. See details in Policy 3.6.1.
 - 1.2.11. *Airspace Protection (Part 77) Surfaces/Plans/Zones*: Imaginary surfaces in the airspace surrounding an *Airport* defined in accordance with criteria set forth in Title 14 Code of Federal Regulations Part 77 (14 CFR Part 77), *Safe, Efficient Use, and Preservation of the Navigable Airspace*.⁶ These surfaces establish the maximum height that objects on the ground can reach without potentially creating constraints or hazards to the use of the airspace by aircraft approaching, departing, or maneuvering in the vicinity of airports. The *Airspace Protection Zones* for *Ukiah Municipal Airport* are depicted in **Map 3B, Airspace Protection Zones**, in **Chapter 3** herein.
 - 1.2.12. *Aviation-Related Use*: Any facility or activity directly associated with the air transportation of persons or cargo or the operation, storage, or maintenance of aircraft at the *Airport*. Such uses specifically include, but are not limited to, runways, taxiways, and their associated protection areas defined by the Federal Aviation Administration, together with aircraft aprons, hangars, fixed base operations facilities, terminal buildings, etc. Hotels or other commercial/industrial facilities on *Airport* property do not qualify as an *Aviation-Related Use*.
 - 1.2.13. *Avigation Easement*: An easement that conveys rights associated with aircraft overflight of a property, including, but not limited to, creation of noise and limits on the height of structures and trees, etc. (See Policy 3.3.6.)
 - 1.2.14. *Building Regulations*: Terminology used in state ALUC statutes. Also known as “building codes,” a set of rules that specify the standards for constructed objects such as buildings and nonbuilding structures.
 - 1.2.15. *Community Noise Equivalent Level (CNEL)*: The noise metric adopted by the State of California for land use planning purposes, including describing airport noise impacts. The noise impacts are typically depicted by a set of contours, each of which represents points having the same CNEL value.
 - 1.2.16. *Compatibility Zone*: Any of the zones depicted in the *Compatibility Policy Map* for the *Airport* in **Chapter 3** for the purposes of assessing land use compatibility within the *Airport Influence Area* defined herein. (See Policy 1.3.1.)

⁶ Code of Federal Regulations that deal with objects affecting navigable airspace in the vicinity an airport. Objects that exceed the 14 CFR Part 77 height limits constitute airspace obstructions. 14 CFR Part 77 establishes standards for identifying obstructions to navigable airspace, sets forth requirements for notice to the FAA of certain proposed construction or alteration, and provides for aeronautical studies of obstructions to determine their effect on the safe and efficient use of airspace. (See **Appendix B** for a copy of the 14 CFR Part 77.)

- 1.2.17. *Density*: The number of dwelling units per acre. *Density* is used in this *UKLALUCP* as the measure by which proposed residential *Land Use Actions* are evaluated for compliance with noise and safety compatibility criteria (compare *Intensity*). *Density* is calculated based on the overall site size (i.e., total acreage of the project site).
- 1.2.18. *Existing Land Use*: A land use that, as of the effective date of this *UKLALUCP* (see Policy 1.1.7) either physically exists or for which *Local Agency* commitments to the proposal have been obtained entitling the *Project* to move forward. (See Policy 1.5.3.) The policies of this *UKLALUCP* do not apply to *Existing Land Uses*.⁷
- 1.2.19. *Handbook*: The *California Airport Land Use Planning Handbook (Handbook)* published by the California Department of Transportation (Caltrans), Division of Aeronautics.⁸ The *Handbook* provides guidance to ALUCs for the preparation, adoption, and amendment of airport land use compatibility plans.
- 1.2.20. *Infill*: Development of vacant or underutilized land (e.g., *Redevelopment* or expansion of existing facilities) within areas that are already largely developed or used more intensively. See Policy 3.3.4 for criteria used to identify *Infill* areas for the purposes of this *UKLALUCP*.
- 1.2.21. *Intensity*: The number of people per acre. *Intensity* is used in this *UKLALUCP* as the measure by which most proposed nonresidential *Land Use Actions* are evaluated for compliance with safety compatibility criteria (compare *Density*). Sitewide average *Intensity* is calculated based on the overall site size (i.e., total acreage of the site).
- 1.2.22. *Land Use Action*: Any type of land use matter including, but not limited to, land use plans and individual development proposals or *Projects* for which *Local Agency* action is required and which are subject to the provisions of this *UKLALUCP*.
- 1.2.23. *Local Agency*: The County of Mendocino, City of Ukiah, or any special district, school district, or community college district—including any future city or district—having any jurisdictional territory lying within the *Airport Influence Area* as defined herein for the *Ukiah Municipal Airport*. These entities are subject to the provisions of this *UKLALUCP* (see Policies 1.1.3, 1.1.4, and 1.1.5). State and federal government agencies and Native American tribes are not considered *Local Agencies*.
- 1.2.24. *Major Land Use Action*: *Land Use Actions* related to proposed land uses for which compatibility with *Airport* activity is a particular concern, but for which *ALUC* review is not always mandatory under state law. These types of *Land Use Actions* are listed in Policy 1.4.5.
- 1.2.25. *Noise Impact Area*: The area within which the noise impacts (measured in terms of CNEL) generated by the *Airport* may represent a land use compatibility concern. The noise impact area for the *Airport* is presented in **Chapter 4, Exhibit 4-4**.
- 1.2.26. *Noise-Sensitive Land Uses*: Land uses for which the associated primary activities, whether indoor or outdoor, are susceptible to disruption by loud noise events. The most common types of noise sensitive land uses include, but are not limited to: residences, hospitals, nursing facilities, intermediate care facilities, educational facilities, libraries, museums, places of worship, child-care facilities, and certain types of passive recreational parks and open space.

⁷ This is an explicit limitation of *Public Utilities Code Sections 21670(a) and 21674(a)*.

⁸ As of preparation of the *UKLALUCP* in 2019, the current edition of the *Handbook* is dated October 2011.

- 1.2.27. *Nonconforming Use*: An *Existing Land Use* that does not comply with the compatibility criteria set forth in this UKLALUCP. See Policy 1.5.3(d) for criteria applicable to *Land Use Actions* involving *Nonconforming Uses*.
- 1.2.28. *Object Free Area (OFA)*: An area on the ground surrounding an airport runway within which the Federal Aviation Administration (FAA) prohibits all objects except certain ones necessary for aircraft navigation or maneuvering. The *Airport OFA* dimensions to be applied for the purposes of this UKLALUCP are as established by the FAA.
- 1.2.29. *Occupancy Load Factor*: The number of square feet of building floor area occupied per person under typical peak-period usage.
- 1.2.30. *Override*: An action that a *Local Agency* can take in accordance with provisions of state law if the *Local Agency* wishes to proceed with adoption or amendment of a general plan or specific plan, adoption or approval of a zoning ordinance or building regulation, approval or modification of a facility master plan, or modification of an airport master plan⁹ or, under conditions specified in Policy 1.4.2, a *Major Land Use Action*¹⁰ affecting the *Airport Influence Area*, despite an *ALUC* finding that the proposed *Land Use Action* is inconsistent with this UKLALUCP. See Section 2.5 for process required to *Override* the *ALUC*. Similar *Override* provisions are also available to the City of Ukiah as *Airport* owner if the *ALUC* finds a proposed airport master plan inconsistent with the UKLALUCP.
- 1.2.31. *Project*: A type of *Land Use Action* or *Airport Development Action* that involves development of a specific site (as opposed to a plan, ordinance, or regulation that applies throughout a *Local Agency's* jurisdiction).
- 1.2.32. *Rare Special Events*: Events (such as an air show at the *Airport* or golf tournament) for which a facility is not designed and normally not used and for which extra safety precautions can be taken as appropriate.
- 1.2.33. *Reconstruction*: The rebuilding of a structure housing a *Nonconforming Existing Land Use* when the structure has been fully or partially destroyed as a result of a calamity (not planned *Reconstruction* or *Redevelopment*). See Policy 3.3.4.
- 1.2.34. *Recorded Overflight Notification*: A form of buyer awareness documentation recorded in the chain of title of a property stating that the property may be subject to annoyances and inconveniences associated with the flight of aircraft to, from, and around a nearby airport. Unlike an *Avigation Easement* (see Policy 1.2.13), a *Recorded Overflight Notification* does not convey property rights from the property owner to the *Airport* and does not restrict the height of objects. See Policy 3.7.1 for applicability. Also see Policy 3.7.2 for a related buyer awareness tool, *Airport Proximity Disclosure*.
- 1.2.35. *Redevelopment*: Any new construction that replaces the *Existing Land Use* of a site and would be inconsistent with the compatibility criteria and policies in Chapter 3 of the UKLALUCP. *Projects* involving *Redevelopment* are subject to the provisions of this UKLALUCP to the same extent as with other types of *Land Use Actions*.
- 1.2.36. *Referral Area*: See *Airport Influence Area*.

⁹ *Public Utilities Code Sections 21676(a), (b), and (c).*

¹⁰ *Public Utilities Code Section 21676.5(a).*

- 1.2.37. *Risk-Sensitive Land Use*: A land use that represents special safety concerns irrespective of the number of people associated with the use (see Policy 3.5.5). Specifically: uses with vulnerable occupants, hazardous materials storage, or critical community infrastructure.
- 1.2.38. *Rural Environment*: Areas where the predominant land use is natural or agricultural and where buildings are scattered.
- 1.2.39. *Suburban Environment*: Areas characterized by low- to-moderate intensity (1-2 story) development with surface parking.
- 1.2.40. *Urban Environment*: Areas with mid-rise (up to 5 stories) development that generally include surface vehicle parking with some parking structures.
- 1.2.41. *Urban Overlay Zone*: Land underlying *Compatibility Zones 3* and *4* to the north within the City of Ukiah and *Compatibility Zone 4* to the southwest in unincorporated Mendocino County. The *Urban Overlay Zone* reflects existing residential land use patterns within the urban environs of the *Airport*. The *Urban Overlay Zone* provides a *Density* exception to the basic *Density* criteria provided in **Table 3A, Basic Compatibility Criteria**, to allow multi-family residential uses. See Policy 3.2.3(b) for details.

1.3. Scope of ALUC Concerns

1.3.1. *Airport Influence Area*:

- (a) The *Influence Area* of the *Ukiah Municipal Airport* encompasses all lands on which the uses could be significantly affected by current or future aircraft operations at the *Airport* as well as lands on which the uses could negatively affect *Airport* usage and thus necessitate restriction on those uses.¹¹
- (b) In delineating the *Airport Influence Area*, the geographic extents of four types of compatibility concerns are considered. The *Compatibility Zones* depicted in the *Compatibility Policy Map*, **Map 3A** in **Chapter 3**, consider all four compatibility factors in a composite manner.
 - (1) Noise: Locations exposed to potentially disruptive levels of aircraft noise.
 - (2) Safety: Areas where the risk of an aircraft accident poses heightened safety concerns for people and property on the ground.
 - (3) Airspace Protection: Places where height and various other land use characteristics need to be restricted in order to prevent creation of physical, visual, or electronic hazards to flight within the airspace required for operation of aircraft to and from the *Airport*.
 - (4) Overflight: Locations beneath where aircraft in flight are distinctly visible and audible even if not necessarily directly overhead.

- 1.3.2. *Airport Growth Assumptions*: The *Airport Influence Area* for the *Airport* reflects the existing configuration of the *Airport*, planned airfield improvements and projected aircraft activity covering the requisite 20-year planning horizon.¹² Background data in **Chapter 4** documents the aeronautical assumptions upon which this *UKLALUCP* is based.

¹¹ The basis for delineating the *Airport Influence Area* is set by state law in *Business and Professions Code Section 11010*.

¹² See *Public Utilities Code Section 21675(a)*.

- 1.3.3. *Referral Area:* The *Airport Influence Area* for UKLALUCP constitutes the *Referral Area* within which certain *Land Use Actions* and *Airport Actions* are subject to *ALUC* review to determine consistency with the *UKLALUCP*. See Section 1.4 for the types of *Actions* subject to *ALUC* review.
- 1.3.4. *Airport Impacts Not Considered:* Other impacts sometimes created by airports (e.g. air pollution, automobile traffic, etc.) are not addressed by these compatibility policies and are not factors that the *ALUC* shall consider in reviewing *Land Use Actions*. Also, in accordance with state law,¹³ neither this *UKLALUCP* nor the *ALUC* have authority over the operation of the *Airport* (including where and when aircraft fly, airport security, and other such matters).

1.4. Types of Actions Subject to ALUC Review

- 1.4.1. *Land Use Actions for which Local Agency Referral to ALUC is Mandatory:* Prior to approving the types of *Land Use Actions* indicated in Paragraphs (a) and (b), the *Local Agency* always must refer the *Action* to the *ALUC* for determination of consistency with the *UKLALUCP*.¹⁴
 - (a) *Local Agency* adoption or approval of any new general plan or specific plan or any amendment thereto that affects lands within the *Airport Influence Area*.
 - (b) *Local Agency* adoption or approval of a zoning ordinance or building regulation, including any proposed change or variance to any such ordinance or regulation, that (1) affects land within the *Airport Influence Area* and (2) may involve the types of airport impact concerns listed in Policy 1.3.1(b).
- 1.4.2. *Major Land Use Actions for which Local Agency Referral to ALUC is Required on an Interim Basis:* In addition to the above types of *Land Use Actions* for which referral to the *ALUC* is always mandatory, referral of *Major Land Use Actions* is required until such time as (1) the *ALUC* finds that a *Local Agency's* general plan or specific plan is consistent with this *UKLALUCP* or (2) the *Local Agency* has *Overruled* the *ALUC's* determination of inconsistency. Only *Major Land Use Actions* as listed in Policy 1.4.5 must be referred for review during this interim period.¹⁵

¹³ *Public Utilities Code Section 21674(e).*

¹⁴ *Public Utilities Code Section 21676(b).*

¹⁵ *Public Utilities Code Section 21676.5(a)* allows an *ALUC* to require the *Local Agency* to refer all *Land Use Actions*, including regulations and permits, involving land within the *Airport Influence Area* to it for review until the *Local Agency's* general plan or specific plan is revised or the specific findings are made. Under this policy, the *Mendocino County ALUC* elects only to require referral of *Major Land Use Actions*. The scope or character of certain *Major Land Use Actions*, as listed in Policy 1.4.5, is such that their compatibility with *Airport* activity is a potential concern.

- 1.4.3. *Voluntary Referral of Land Use Actions:* A *Local Agency* may choose to voluntarily refer to the *ALUC* or *ALUC Secretary* for informal review and consultation a *Land Use Action* involving a question of compatibility with *Airport* activities. *ALUC* or *ALUC Secretary* review of these types of *Land Use Actions* can serve to enhance their compatibility with airport activity. Because comments from the *ALUC* are advisory when reviewing *Land Use Actions* referred voluntarily, *Local Agencies* are not required to adhere to the *ALUC*'s review period or *Overrule* process if they elect to approve such actions without incorporating design changes or conditions recommended by the *ALUC*.¹⁶
- 1.4.4. *Airport Development Actions for which Referral to ALUC is Mandatory:* Under state law, planning and development actions involving airport property are subject to *ALUC* review as follows:
- (a) Prior to approving either of the following types of *Airport* planning and development actions, the City of Ukiah must refer the proposed *Airport Development Action* to the *ALUC* for determination of consistency with the *UKLALUCP*.
 - (1) Adoption or modification of the master plan for the *Airport*.¹⁷
 - (2) Any proposal for “expansion” of the *Airport* if such expansion will require an amended Airport Permit from the State of California.¹⁸
 - (b) Nonaviation development of *Airport* property is not deemed to be a form of airport operations. Consequently, such proposals are considered *Land Use Actions* and are subject to *ALUC* review just as is required for nonaviation *Land Use Actions* off *Airport* property. The review may take place as part of an airport master plan or on an individual development *Project* basis.
- 1.4.5. *Major Land Use Actions:* Referral of the following types of *Land Use Actions* is required under the conditions indicated in Policy 1.4.2 and is encouraged on a voluntary basis in accordance with Policy 1.4.3.
- (a) Any proposal for nonaviation structures or uses of land within *Compatibility Zone 1* (see Policy 1.2.12 for definition of an *Aviation-Related Use*).
 - (b) Any of the following types of *Land Use Actions* affecting land within *Compatibility Zones 2* through *6*.
 - (1) Proposed expansion of the sphere of influence of a city or special district.
 - (2) Proposed pre-zoning associated with future annexation of land to a city.
 - (3) Proposed infrastructure or other capital improvements (e.g., water, sewer, or roads) not reflected in a previously reviewed general plan or specific plan that would promote urban uses in undeveloped or agricultural areas.

¹⁶ Once a *Local Agency* either makes its general plan, specific plans, zoning ordinance or facilities master plan consistent with the *UKLALUCP* or *Overrules* the *ALUC* as provided by law, the *ALUC* no longer has authority under state law to require that all actions, regulations, and permits be referred for review. However, a *Local Agency* may choose to voluntarily refer *Land Use Actions*, as listed in Policy 1.4.5, to the *ALUC* for informal review and comment. *ALUC* review of these types of *Actions* can serve to enhance their compatibility with *Airport* activity.

¹⁷ *Public Utilities Code Section 21676(c)*

¹⁸ *Public Utilities Code Section 21664.5* defines “airport expansion” as being “construction of a new runway,” “extension or realignment of an existing runway,” “acquisition of clear zones [runway protection zones] or of any interest in land for the purpose of [either of the above],” or “any other expansion of the airport’s physical facilities for the purpose of accomplishing or which are related to the purpose of [any of the above].”

- (4) Proposed development agreements or amendments to such agreements.
 - (5) Proposed residential *Land Use Actions*, including land divisions, consisting of six or more dwelling units or parcels.
 - (6) Proposed nonresidential *Land Use Actions* having a building floor area of 10,000 square feet or greater.
 - (7) Proposed *Land Use Actions* regularly attracting more than 100 people (including employees, customers/visitors) to outdoor activities on the *Project* site (e.g., flea markets).
 - (8) Proposed land acquisition by a *Local Agency* for any building intended to accommodate the public (for example, a school, jail, or hospital).
 - (9) Proposed *Redevelopment* (see Policy 1.2.35) if the *Project* is of a type listed in Paragraphs (b)(1) through (b)(8) of this policy.¹⁹
- (c) Actions affecting land uses within any portion of the *Airport Influence Area*:
- (1) Proposed structures or objects having a height of more than 35 feet within the *Airspace High Terrain Zone*.
 - (2) Proposed objects (including buildings, antennas, and other structures) that receive an Aeronautical Study determination of anything other than “not a hazard to air navigation” by the Federal Aviation Administration in accordance with *14 CFR Part 77* (See **Appendix B**).
 - (3) Proposed *Projects* (e.g., water treatment facilities, waste transfer or disposal facilities, parks with open water areas) or plan (e.g., Habitat Conservation Plan) having the potential to cause an increase in the attraction of birds or other wildlife that can be hazardous to aircraft operations in FAA-defined locations.²⁰
 - (4) *Projects* having the potential to create electrical or visual hazards to aircraft in flight, including (see Policy 3.6.4(b)):
 - Electrical interference with aircraft radio communications or navigational signals;
 - Lighting which could be mistaken for *Airport* lighting;
 - Glare (such as from mirrored or other highly reflective structures or building features) or bright lights (such as from search lights and laser light displays) in the eyes of pilots of aircraft using the *Airport*; and

¹⁹ ALUC review of *Redevelopment* under this policy includes *Redevelopment* of a property for which the *Existing Land Use* is consistent with the general plan and/or specific plan, but *Nonconforming* with the compatibility criteria set forth in this *UKLALUCP*. This policy is intended to address circumstances that arise when a general plan or specific plan land use designation does not conform to *UKLALUCP* compatibility criteria but is deemed consistent with the *UKLALUCP* because the designation reflects an *Existing Land Use*. Proposed *Redevelopment* of such lands voids the consistency status and is to be treated as a new *Land Use Action* subject to *ALUC* review even if the proposed use is consistent with the local general plan or specific plan. (Also see Policies 3.3.1 and 3.3.4.)

²⁰ FAA rules and regulations defining these locations are found in: Public Law 106-181 (Wendell H. Ford Aviation Investment and Reform Act for the 21st Century, known as AIR 21), Section 503; 40 CFR 258, *Criteria for Municipal Solid Waste Landfills*, Section 258.10, Airport Safety; Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*; Advisory Circular 150/5200-34A, *Construction or Establishment of Landfills near Public Airports*; and any subsequent applicable FAA guidance.

- Other uses near the *Airport* that may impair a pilot's visibility (such as from sources of dust, steam, or smoke) or cause thermal plumes or other forms of unstable air.
- (5) *Projects* having the potential to create a thermal plume extending to an altitude where aircraft fly.
- (d) Proposed nonaviation development of *Airport* property if such development has not previously been included in the airport master plan or City of Ukiah general plan reviewed by the *ALUC*. (See Policy 1.2.12 for definition of *Aviation-Related Use*.)
- (e) Any other proposed *Land Use Action* or *Airport Development Action*, as determined by the *Local Agency*, involving a question of compatibility with *Airport* activities may also be referred on a voluntary basis.

1.5. Limitations of the ALUC and UKIALUCP

- 1.5.1. *Airport Operations*: Except as indicated in Policy 1.4.4, neither the *ALUC* nor this *UKIALUCP* have authority over the planning and design of facilities on the *Airport* or over *Airport* operations, including where and when aircraft fly, the types of aircraft flown, and other aspects of aviation.²¹
- 1.5.2. *Federal, State, and Tribal Entities*: Lands controlled (i.e., owned, leased, or in trust) by federal or state agencies or by Native American tribes are not subject to the provisions of the state *ALUC* statutes or this *UKIALUCP*. However, the compatibility criteria included herein are intended as recommendations to these agencies.
- 1.5.3. *Existing Land Uses*: The policies of this *UKIALUCP* do not apply to *Existing Land Uses*.²² A land use is considered to be “existing” when one or more of the conditions below has been met prior to the effective date (see Policy 1.1.7) of this *UKIALUCP*.
 - (a) *Qualifying Criteria*: An *Existing Land Use* is one that either physically exists or for which *Local Agency* commitments to the proposal have been obtained; that is, no further discretionary approvals are necessary. *Local Agency* commitment to a proposal can usually be considered firm once one or more of the following have occurred:
 - (1) A tentative parcel or subdivision map has been approved and not expired;
 - (2) A vesting tentative parcel or subdivision map has been approved and not expired;
 - (3) A development agreement has been approved and not expired;
 - (4) A final subdivision map has been recorded and not expired;
 - (5) A use permit or other discretionary entitlement has been approved and not expired;
 - or
 - (6) A valid building permit has been issued.
 - (b) *Expiration of Local Agency Commitment*: If a *Local Agency*'s commitment to a proposed *Project*, as set forth in Paragraph (a)(1) through (5) of this policy, expires, the *Project* will

²¹ This is an explicit limitation of state law under *Public Utilities Code Section 21674(e)*.

²² This is an explicit limitation of *Public Utilities Code Sections 21670(a)* and *21674(a)*.

no longer qualify as an *Existing Land Use*. As such, the *Project* shall be subject to the policies of this *UKLALUCP*.

- (c) Revisions to an Approved Project: Filing of a new version of any of the approval documents listed in Paragraph (a) of this policy means that the use no longer qualifies as an *Existing Land Use* and, therefore, is subject to *ALUC* review in accordance with the policies of Section 1.4.
- (d) Existing Nonconforming Uses: The *ALUC* has no ability to reduce or remove *Nonconforming* or otherwise incompatible *Existing Land Uses* from the *Airport* environs. Further, this *UKLALUCP* is not intended to compel *Local Agency* action to reduce or remove *Nonconforming* or otherwise incompatible *Existing Land Uses* from the *Airport* environs. Proposed changes to uses within existing structures are not subject to *ALUC* review unless the changes would result in an increased nonconformity with the compatibility criteria (see Policy 3.3.1) and requires discretionary approval on the part of the *Local Agency* (e.g., proposal for an indoor sport facility or place of worship within an existing industrial building). Proposed *Redevelopment* (see definition in Policy 1.2.35) is, however, subject to *ALUC* review and conformance with the compatibility criteria the same as new development.

1.5.4. *Development by Right*: Nothing in this *UKLALUCP* prohibits:

- (a) Construction of a single-family home on a legal lot of record as of the effective date (see Policy 1.1.7) of this *UKLALUCP* provided that the home is not within *Compatibility Zone 1* and the use is permitted by the *Local Agency's* land use regulations.
- (b) Construction of accessory dwelling unit(s) as defined by state law and local regulations.²³ Accessory dwelling units shall not be considered in calculation of residential *Density* for a proposed *Land Use Action* under Policy 3.2.5.
- (c) Construction of multi-family housing when dictated by state law and provided that the *Local Agency's* general plan and/or zoning ordinance have been found consistent with this *UKLALUCP*.
- (d) Lot line adjustments provided that new developable parcels would not be created and the resulting *Density* or *Intensity* of the affected property would not exceed the applicable criteria indicated in **Table 3A, Basic Compatibility Criteria**.
- (e) Construction or establishment of a family day care home serving 14 or fewer children²⁴ either in an existing dwelling or in a new dwelling permitted by the policies of this *UKLALUCP*.

²³ *Government Code, Section 65852.2.*

²⁴ *Health and Safety Code, Section 1596.78.*

2. ALUC REVIEW PROCESS

2.1. General

- 2.1.1. *Timing of Referral:* The precise timing of the *ALUC*'s or *ALUC Secretary*'s review of a proposed *Land Use Action* or *Airport Development Action* may vary depending upon the nature of the specific action.
- (a) Referrals to the *ALUC* should be made at the earliest reasonable point in time so that the *ALUC*'s review can be duly considered by the *Local Agency* prior to when the agency formally approves the *Action*. Depending upon the type of *Action* and the normal scheduling of meetings, *ALUC* review can be completed before, after, or concurrently with review by the local planning commission and other advisory bodies but *must* be accomplished before final approval by the *Local Agency*.
 - (b) Completion of a formal application with the *Local Agency* is not required prior to a *Local Agency*'s referral of a proposed *Land Use Action* or *Airport Development Action* to the *ALUC*.
 - (1) Rather, a *Project* applicant may request, and the *Local Agency* may refer, a proposed *Action* to the *ALUC* for early consistency determination, so long as the *Local Agency* or *Project* applicant is able to provide the *ALUC* with the required submittal information for the proposed *Action*, as specified in Policies 2.2.4, 2.3.1, and 2.4.1.
 - (2) A *Project* applicant may also seek informal *ALUC* comment on a prospective *Land Use Action* at an early design stage prior to formal referral to the *ALUC* for a consistency determination.
- 2.1.2. *Submittal of Environmental Documents:* The *ALUC* does not have a formal responsibility to review the environmental document associated with *Land Use Actions* or *Airport Development Actions* referred to it for review.
- (a) However, if an environmental document has been prepared at the time that the *Land Use Action* or *Airport Development Action* is referred for review and the document contains information pertinent to the review and not included in other applicable submittal information as listed in Policies 2.2.4, 2.3.1, and/or 2.4.1, then a copy should be included with the referral for reference.
 - (b) The *ALUC* authorizes the *ALUC Secretary*, after consultation with the *ALUC* Chairman, to provide comments on environmental documents submitted to the *ALUC* for comment under provisions of the California Environmental Quality Act (CEQA) separately from referral of a *Land Use Action* for a consistency determination. *ALUC* and/or *ALUC Secretary* comments, if any, shall be provided to the referring *Local Agency* within the timeframe established for receipt of comments from other entities.
- 2.1.3. *Responsibilities for Ensuring Project Compliance with the UKIALUCP:* The *ALUC*, *Local Agencies*, and *Project* applicants each have responsibilities for ensuring that proposed *Land Use Actions* and *Airport Development Actions* comply with the compatibility criteria set forth in this *UKIALUCP*. These responsibilities vary depending upon whether a *Local Agency*'s general plan and applicable specific plan(s) have been determined by the *ALUC* to be consistent with the *UKIALUCP*.
- (a) Prior to the *Local Agency* plans becoming consistent with the *UKIALUCP*, the *ALUC* has the lead role in analyzing and ensuring *Project* compliance with the policies herein.

- (1) *Local Agency* staff may choose to initially evaluate proposed *Land Use Actions* and work with the *Project* applicant to bring the proposal into compliance with *UKLALUCP* criteria. *Local Agency* staff should also encourage *Project* applicants to contact the *ALUC Secretary* for details about *UKLALUCP* policies and the policies' applicability to the proposed *Project*. The *ALUC Secretary* will provide informal input at this stage if requested.
 - (2) When a proposed *Land Use Action* or *Airport Development Action* is of a type that requires a formal consistency determination by the *ALUC* (those listed in Policies 1.4.1, 1.4.2, and 1.4.4), the *Local Agency* is responsible for referring that *Action* to the *ALUC*. The *Project* applicant is responsible for providing the information about the *Project* that the *ALUC* requires to conduct its review and for paying applicable *ALUC* fees. The *ALUC Secretary* shall review the proposal to evaluate its compliance with the *UKLALUCP* policies in accordance with Policy 2.2.5 or 2.3.2 and place the *Project* and review on the *ALUC* agenda for a consistency decision within the applicable timeframe established by Policy 2.2.7, 2.3.4, or 2.4.3.
- (b) Subsequent to when a *Local Agency's* general plan and applicable specific plan(s) have been determined by the *ALUC* to be consistent with the *UKLALUCP*, the *Local Agency* and its staff are responsible for ensuring that proposed *Major Land Use Actions* comply with *UKLALUCP* criteria.
 - (1) The *ALUC Secretary* will provide informal input if requested and can refer the proposed *Action* to the *ALUC* for additional comment if desired by the *Local Agency* and/or the *Project* applicant.
 - (2) *Land Use Actions* and *Airport Development Actions* for which referral to the *ALUC* is mandatory, regardless of the general plan and specific plan consistency status, must continue to be referred for a formal consistency determination by the *ALUC*.
 - (c) In either case, *Project* applicants are responsible for designing their *Projects* to comply with *UKLALUCP* policies.
 - (d) Once a *Project* has been found consistent with the *UKLALUCP*, the *Local Agency* and its staff are responsible for enforcing *UKLALUCP* criteria as they apply to a *Project* such that the *Project* continues to comply with *UKLALUCP* criteria on an on-going basis following completion of the *Project* (e.g., usage *Intensity* and height limitations).
- 2.1.4. *Public Input*: Where applicable, the *ALUC* shall provide public notice and obtain public input before making a consistency determination regarding any proposed *Land Use Action* or *Airport Development Action* under consideration.²⁵
- 2.1.5. *Fees*: Any applicable review fees as established by the *ALUC* shall accompany the referral of *Actions* for *ALUC* or *ALUC Secretary* review.²⁶

2.2. Review Process for General Plans, Specific Plans, Zoning Ordinances, and Building Regulations

- 2.2.1. *Initial ALUC Review of General Plan Consistency*: In conjunction with adoption or amendment of this *UKLALUCP*, the *ALUC* shall review the general plans and specific plan(s) of affected

²⁵ *Public Utilities Code Section 21675.2(d) and Government Code Section 54950 (Brown Act).*

²⁶ *Public Utilities Code Section 21671.5(f)* allows for *ALUCs* to charge fees for project reviews.

Local Agencies to determine their consistency with the *ALUC's* policies. Inconsistencies, if any, shall be identified.

- (a) State law requires that within 180 days of the *ALUC's* adoption or amendment of this *UKLALUCP*, each *Local Agency* having territory within the *Airport Influence Area* of the *Airport* must amend its general plan and any applicable specific plan(s) to be consistent with the *ALUC's UKLALUCP*²⁷ or, alternatively, provide required notice, adopt findings, and *Overrule* the *ALUC* in accordance with statutory requirements.²⁸ It is the *ALUC's* policy to deem the 180-day period to begin as of the date that digital copies of the adopted *UKLALUCP* are made available to the affected *Local Agencies*.
 - (b) Prior to approving a proposed amendment of a general plan or specific plan as necessitated by Paragraph (a) of this policy, the *Local Agency* must submit a draft of the proposal to the *ALUC* for review and approval.
- 2.2.2. *Subsequent Proposed Amendment of Current or Adoption of New General Plans, Specific Plans, Zoning Ordinances, or Building Regulations:* Adoption of a *Local Agency's* new general plan, specific plan, zoning ordinance or building regulation, or amendment of a current such plan, ordinance, or regulation, requires review by the *ALUC* if the plan, ordinance, or regulation:
- (a) Has general applicability throughout the community; and/or
 - (b) Concerns land within the *Airport Influence Area*.
- 2.2.3. *Identification of Infill Areas:* If a *Local Agency* wishes to have its general plan show locations for *Infill* development as indicated in Policy 3.3.45, the *Local Agency* must provide the *ALUC* a map along with supporting documentation identifying areas it requests the *ALUC* to consider as *Infill*. This may be done in conjunction with its referral of a general plan or specific plan amendment to the *ALUC* in response to the requirements of Policy 2.2.1 or as part of a later update in accordance with Policy 2.2.2. The *ALUC* shall include a determination on the *Infill* locations as part of its consistency determination regarding the general plan and/or applicable specific plan(s).
- 2.2.4. *Required Submittal Information:* Copies of the complete text and maps of the plan, ordinance, or regulation proposed for adoption or amendment shall be submitted to the *ALUC*. Any supporting material, such as environmental documents, assessing the proposal's consistency with the *UKLALUCP* should be included. If the amendment is required as part of a proposed *Major Land Use Action*, then the information listed in Policy 2.3.1 shall also be included to the extent applicable.
- 2.2.5. *ALUC Secretary's Responsibilities:* The *ALUC Secretary* shall review the proposed general plan, specific plan, zoning ordinance, or building regulation for compliance with the *UKLALUCP* and forward the analysis to the *ALUC* for a formal consistency determination. The *ALUC Secretary* does not have authority to make formal consistency determinations.
- 2.2.6. *ALUC Action Choices:* When reviewing a general plan, specific plan, zoning ordinance, or building regulation for consistency with the *UKLALUCP*, the *ALUC* has three options:
- (a) Find the plan, ordinance, or regulation consistent with the *UKLALUCP*. To make such a finding with regard to a general plan, the conditions identified in Section 3.1 must be met.

²⁷ Government Code Section 65302.3.

²⁸ Public Utilities Code Section 21676(b).

- (b) Find the plan, ordinance, or regulation consistent with the *UKIALUCP*, subject to conditions and/or modifications that the *ALUC* may require. Any such conditions should be limited in scope and described in a manner that allows compliance to be clearly assessed.
 - (c) Find the plan, ordinance, or regulation inconsistent with the *UKIALUCP*. In making a finding of inconsistency, the *ALUC* shall note the specific conflicts or shortcomings upon which its determination is based.
- 2.2.7. *Response Time:* The *ALUC* must respond to a *Local Agency's* request for a consistency determination on a general plan, specific plan, zoning ordinance, or building regulation within 60 days from the date of referral.²⁹
- (a) The date of referral is deemed to be the date on which all applicable information as specified in Policy 2.2.3 and indicated on the *ALUC Review Application* (**Appendix E**) is received by the *ALUC Secretary* and applicable referral fees have been paid.
 - (b) If additional information is required, the *ALUC Secretary* shall notify the City of Ukiah within 14 calendar days of the date of receiving the referral.
 - (c) If the *ALUC* fails to make a determination within the 60-day period, the proposed *Land Use Action* shall be deemed consistent with the *UKIALUCP*.
 - (d) The 60-day review period may be extended if the referring *Local Agency* or *Project* applicant agrees in writing or so states at an *ALUC* public hearing on the *Land Use Action*.
 - (e) Regardless of *ALUC* action or failure to act, the proposed *Land Use Action* must comply with other applicable local, state, and federal regulations and laws.
 - (f) The referring *Local Agency* shall be notified of the *ALUC's* determination in writing.

2.3. Review Process for Major Land Use Actions

- 2.3.1. *Required Submittal Information:* A proposed *Major Land Use Action* referred for *ALUC* review and formal consistency determination shall include the following information to the extent applicable:
- (a) A completed *ALUC Review Application* as provided in **Appendix E** of this *UKIALUCP*.
 - (b) Property location data (assessor's parcel number, street address, subdivision lot number).
 - (c) An accurately scaled map depicting the *Project* site location in relationship to the *Airport* boundary and runway.
 - (d) A description of the proposed use(s), current general plan and zoning designations, and the type of approval being sought from the *Local Agency* (e.g., zoning variance, use permit, building permit).
 - (e) A detailed site plan and supporting data showing: site boundaries and size; existing uses that will remain; location of existing and proposed structures, open spaces, and water

²⁹ *Public Utilities Code Section 21676(d).*

bodies; ground elevations (above mean sea level); and elevations of tops of structures and trees. Additionally:

- (1) For residential uses, an indication of the potential or proposed number of dwelling units per acre (excluding any accessory dwelling units as defined by state law and local regulations).³⁰
 - (2) For nonresidential uses, the total floor area for each type of proposed use, the number of auto parking spaces, and, if known, the maximum number of people (employees, visitors/customers) potentially occupying the total site or portions thereof at any one time.
- (f) Identification of any features, during or following construction, that would increase the attraction of birds or cause other wildlife hazards to aircraft operations at the *Airport* or in its environs (see Policy 3.6.4). Such features include, but are not limited to, the following:
- (1) Open water areas.
 - (2) Sediment ponds, retention basins.
 - (3) Detention basins that hold water for more than 48 hours.
 - (4) Artificial wetlands.
- (g) Identification of any characteristics that could create electrical interference, confusing or bright lights, glare, smoke, or other electrical or visual hazards to aircraft flight.
- (h) Any environmental document (initial study, draft environmental impact report, etc.) that may have been prepared for the *Project* if it contains information pertinent to a determination of the *Project's* consistency with *UKLALUCP* criteria (see Policy 2.1.2).
- (i) Staff reports regarding the *Project*.
- 2.3.2. *ALUC Secretary Responsibilities:* When a *Major Land Use Action* is referred to the *ALUC*, the *ALUC Secretary* shall analyze the *Action* to evaluate whether significant compatibility issues are evident and do one of the following:
- (a) If referral of the *Action* is mandatory, forward the *Action* and the analysis of it to the *ALUC* for a formal consistency determination within the timeframe established under Policy 2.3.4.
 - (b) If referral of the *Action* is voluntary, but the *ALUC Secretary's* analysis finds evident conflicts with the *UKLALUCP*, forward the *Action* and the analysis to the *ALUC* for comment. The *ALUC's* comments shall be provided in writing to the referring *Local Agency* within the timeframe set by the *Local Agency*.
 - (c) If referral of the *Action* is voluntary and the *Action* has no apparent conflicts with the *UKLALUCP* criteria, the *ALUC* authorizes the *ALUC Secretary* to notify the applicant of this conclusion and that forwarding the *Action* to the *ALUC* for comment or a consistency determination will not be required. The *Secretary* shall provide the *ALUC*, at its next regular meeting, a list of all *Actions* referred but not requiring forwarding to the *ALUC*.

2.3.3. *ALUC Action Choices:*

³⁰ *Government Code, Section 65852.2.*

- (a) Regarding *Major Land Use Actions* for which referral is mandatory in accordance with Policy 1.4.2, the *ALUC* has three choices of action when making a consistency determination:
 - (1) Find the *Major Land Use Action* consistent with the *UKLALUCP*.
 - (2) Find the *Major Land Use Action* consistent with the *UKLALUCP*, subject to compliance with such conditions as the *ALUC* may specify. Any such conditions should be limited in scope and described in a manner that allows compliance to be clearly assessed (e.g., the height of a structure).
 - (3) Find the *Major Land Use Action* inconsistent with the *UKLALUCP*. In making a finding of inconsistency, the *ALUC* shall note the specific conflicts upon which the determination is based.
 - (b) Regarding *Major Land Use Actions* for which referral is voluntary in accordance with Policy 1.4.3, the *ALUC* review and comments are advisory. However, the *Local Agency* should include any such comments in its official record of the final decision on the *Action*.
- 2.3.4. *Response Time:* In responding to *Major Land Use Actions* referred for review, the policy of the *ALUC* is that:
- (a) When a *Major Land Use Action* is referred for review on a mandatory basis as required by Policy 1.4.2:
 - (1) The date of referral is deemed to be the date on which all applicable information as specified in Policy 2.3.1 and indicated on the *ALUC Review Application (Appendix E)* is received by the *ALUC Secretary* and applicable referral fees have been paid.
 - (2) If additional information is required, the *ALUC Secretary* shall notify the *Local Agency* within 14 calendar days of the date of receiving the referral.
 - (3) Reviews of *Major Land Use Actions* forwarded to the *ALUC* for a consistency determination shall be completed within 60 days of the date of the referral.
 - (4) If the *ALUC* fails to make a determination within the above time periods, the proposed *Major Land Use Action* shall be deemed consistent with the *UKLALUCP*.
 - (b) When a *Major Land Use Action* is referred on a voluntary basis in accordance with Policy 1.4.3, review by the *ALUC Secretary* and/or the *ALUC* should be completed in a timely manner enabling the comments to be considered by decision-making bodies of the referring *Local Agency*.
 - (c) Regardless of action or failure to act on the part of the *ALUC Secretary* or the *ALUC*, the proposed *Major Land Use Action* must comply with other applicable local, state, and federal laws and regulations.
- 2.3.5. *Subsequent Reviews of Related Major Land Use Actions:* Once a *Major Land Use Action* for which referral to the *ALUC* was mandatory has been found consistent with the *UKLALUCP*, it generally need not be referred for review at subsequent stages of the planning process (e.g., for a use permit after a zoning change has been reviewed). However, additional *ALUC* review is required if any of the following are true:
- (a) At the time of the original *ALUC* review, the available information on the proposed *Major Land Use Action* was only sufficient to determine consistency with compatibility

criteria at a planning level of detail, not at a *Project* design level. For example, the proposed land use designation indicated in a general plan, specific plan, or zoning amendment may have been found consistent, but information on site layout, maximum *Intensity* limits, building heights, and other such factors that may also affect the consistency determination for a *Project* may not have yet been known.

- (b) The design of the *Project* subsequently changes in a manner that affects previously considered compatibility issues and could raise questions as to the validity of the earlier finding of consistency. Proposed changes warranting a new review include, but are not limited to, the following:
 - (1) For residential uses, any increase in the number of dwelling units to a level exceeding the criteria set forth in this *UKLALUCP* unless the increase is a development by right;
 - (2) For nonresidential uses, a change in the types of proposed uses, any increase in the total floor area, and/or a change in the allocation of floor area among different types of uses in a manner that could result in an increase in the *Intensity* of use (more people on the site) to a level exceeding the criteria set forth in this *UKLALUCP*;
 - (3) Any increase in the height of structures or other design features such that the height limits established herein would be exceeded or exceeded by a greater amount;
 - (4) Major site design changes (such as incorporation of clustering or modifications to the configuration of open land areas proposed for the site) if site design was a factor in the initial review of the *Project*;
 - (5) Any significant change to a proposed *Project* for which a special exception was granted in accordance with Policy 3.8.2;
 - (6) Any new design features that would create visual hazards (e.g., certain types of lights, sources of glare, and sources of dust, steam, or smoke);
 - (7) Any new equipment or features that would create electronic hazards or cause interference with aircraft communications or navigation; and/or
 - (8) Addition of features that could attract wildlife that is potentially hazardous to aircraft operations.
- (c) At the time of original *ALUC* review, conditions were placed on the *Major Land Use Action* that require subsequent *ALUC* review.
- (d) The *Local Agency* requests further *ALUC* review.

2.4. Review Process for Airport Development Actions

- 2.4.1. *Required Submittal Information for Airport Development Actions:* An airport master plan or other development plan³¹ for *Ukiah Municipal Airport* referred to the *ALUC* for review in accordance with Policy 1.4.4 shall contain sufficient information to enable the *ALUC* to adequately assess the noise, safety, airspace protection, and overflight impacts of the facility's activity upon surrounding land uses.

³¹ As defined by *Public Utilities Code Section 21664.5(b)*.

- (a) When a new or amended master plan is the subject of the *ALUC* review, the noise, safety, airspace protection, and overflight impacts should be addressed in the plan report and/or in an accompanying environmental document. Proposed changes in *Airport* facilities and usage that could have land use compatibility implications should be noted.
- (b) For other *Airport Development Actions*, the relationship to a previously adopted master plan or other approved plan for the *Airport* should be indicated—specifically, whether the proposed development implements an adopted/approved plan or represents an addition or change to any such previous plan. Any environmental document prepared for the *Airport Development Action* should be included in the submittal.
- (c) For either airport master plans or other airport development plans, the following specific information should be included to the extent applicable:
 - (1) A layout plan drawing of the proposed facility or improvements showing the location of:
 - Property boundaries;
 - Runways or helicopter takeoff and landing areas;
 - Runway or helipad protection zones; and
 - Aircraft or helicopter approach/departure flight routes.
 - (2) A revised map of the *Airspace Protection Surfaces* as defined by 14 CFR Part 77 if the proposal would result in changes to these surfaces. A map reflecting the current and future configurations of the *Airspace Protection Surfaces* for the *Airport* is included as **Map 3B, Airspace Protection Zones**, in **Chapter 3**.
 - (3) Updated activity forecasts, including the number of operations by each type of aircraft proposed to use the facility, the percentage of day versus night operations, and the distribution of takeoffs and landings for each runway direction. The effects of the proposed development on the forecast *Airport* usage indicated in **Chapter 4** of this *UKLALUCP* should be described.
 - (4) Proposed flight track locations and projected noise contours. Differences from the flight track data and noise contours presented in **Chapter 4** of this *UKLALUCP* should be described.
 - (5) A map showing existing and planned land uses in the areas affected by aircraft activity associated with implementation of the proposed master plan or other development plan.
 - (6) Any environmental document (initial study, draft environmental impact report, etc.) that may have been prepared for the plan.
 - (7) Identification and proposed mitigation of impacts on surrounding land uses to the extent that those impacts would be greater than indicated by the compatibility factors depicted in the *Airport* exhibits presented in **Chapter 4**.

2.4.2. *ALUC Action Choices for Ukiah Municipal Airport Plans*: When reviewing a proposed new or revised airport master plan or new development plans for the *Airport*, the *ALUC* has three options (see Section 3.9 for policies pertaining to the substance of the *ALUC* review of plans for the *Airport*):

- (a) Find the *Airport* plan consistent with the *UKLALUCP*.

- (b) Find the *Airport* plan consistent with the *UKLALUCP* with the condition that the *UKLALUCP* will be modified to reflect the assumptions and proposals of the *Airport* plan.
 - (c) Find the *Airport* plan inconsistent with the *UKLALUCP*. In making a finding of inconsistency, the *ALUC* shall note the specific conflicts upon which the determination is based.
- 2.4.3. *Response Time:* The *ALUC* must respond to the referral of an airport master plan or other development plan within 60 days from the date of referral.³²
- (a) The date of referral is deemed to be the date on which all applicable information as specified in Policy 2.4.1 is received by the *ALUC Secretary* and applicable referral fees have been paid.
 - (b) If additional information is required, the *ALUC Secretary* shall notify the City of Ukiah within 14 calendar days of the date of receiving the referral.
 - (c) If the *ALUC* fails to make a determination within the specified period, the proposed *Airport Development Action* shall be deemed consistent with the *UKLALUCP*.
 - (d) Regardless of *ALUC* action or failure to act, the proposed *Airport Development Action* must comply with other applicable local, state, and federal regulations and laws.
 - (e) The City of Ukiah shall be notified of the *ALUC*'s action in writing.

2.5. Process for Overruling the ALUC

- 2.5.1. *ALUC Determination of "Inconsistent":* If the *ALUC* determines that a proposed *Land Use Action* or *Airport Development Action* is inconsistent with this *UKLALUCP*, the *ALUC* must notify the *Local Agency* and shall indicate the reasons for the inconsistency determination.
- 2.5.2. *Overruling of ALUC by Local Agency:*
- (a) If a *Local Agency* wishes to proceed with a proposed *Land Use Action* or *Airport Development Action* that the *ALUC* has determined to be inconsistent with the *UKLALUCP*, or if the *Local Agency* wishes to ignore a condition for consistency, the *Local Agency* must *Overrule* the *ALUC* determination in accordance with the provisions of state law.³³
 - (b) The overruling process applies only to formal consistency determinations made by the *ALUC* on *Land Use Actions* or *Airport Development Actions* for which referral to the *ALUC* is mandatory.
 - (c) Because *ALUC* review of *Land Use Actions* referred on a voluntary basis in accordance with Policy 1.4.3 do not represent formal consistency determinations, as is the case with *Actions* referred under Policies 1.4.1 or 1.4.2, *Local Agencies* are not required to adhere to the *Overruling* process if they elect to approve the *Project* without incorporating design changes or conditions recommended by the *ALUC*. Similarly, the *Overruling* process

³² *Public Utilities Code Section 21676(d).*

³³ See *Public Utilities Code Section 21670(a), 21676 and 21676.5* for specific procedures for overruling the *ALUC*. Further guidance is provided in the *California Airport Land Use Handbook* published by the California Division of Aeronautics (see beginning on page 5-15 of the 2011 edition). Chapter 1 of this *UKLALUCP* also summarizes the overrule process to be followed by a *Local Agency*.

does not apply to any comments by the *ALUC Secretary* in conjunction with policy compliance assessment done under Policy 2.3.2(b).

- 2.5.3. *ALUC Comments on Proposed Overruling:* The *ALUC* should provide comments on the proposed *Overruling* decision so that it is part of the *Local Agency's* record of decision. If the *ALUC* chooses to comment, it must do so within 30 days of receiving the proposed decision and findings.³⁴

³⁴ *Public Utilities Code Sections 21676(a), (b), and (c) and 21676.5(a).*

CHAPTER 3



COMPATIBILITY POLICIES



MENDOCINO COUNTY AIRPORT LAND USE COMMISSION

Airport Land Use Compatibility Plan

Compatibility Policies

3. COMPATIBILITY CRITERIA FOR LAND USE ACTIONS

3.1. Evaluating General Plans, Specific Plans, Zoning Ordinances, and Building Regulations

3.1.1. *Statutory Requirement:* State law requires each *Local Agency* having territory within an *Airport Influence Area* to modify its general plan and any applicable specific plan to be consistent with the airport land use compatibility plan for the particular airport unless it takes the steps required to *Override* the *ALUC*. In order for a general plan to be considered consistent with this *UKLALUCP*, the following must be accomplished.³⁵

3.1.2. *Elimination of Conflicts:* No direct conflicts can exist between the two plans.

- (a) Direct conflicts primarily involve general plan land use designations that do not meet the *Density* or *Intensity* criteria specified in **Table 3A, Basic Compatibility**. In addition, conflicts with regard to other policies—height limitations in particular—may exist.
 - (1) However, a general plan cannot be found inconsistent with the *UKLALUCP* because of land use designations that reflect *Existing Land Uses* even if those designations conflict with the compatibility criteria of this *UKLALUCP*. General plan land use designations that merely echo the *Existing Land Uses* are exempt from requirements for general plan consistency with the *UKLALUCP*.³⁶
 - (2) On the other hand, proposed *Redevelopment* or other changes to *Existing Land Uses* are not exempt from compliance with this *UKLALUCP* and are subject to *ALUC* review in accordance with Policies 1.5.3(d) and 1.4.5(b)(9). To ensure that *Nonconforming Uses* do not become more nonconforming, general plans or implementing documents must include policies setting limitations on expansion and *Reconstruction* of *Nonconforming Uses* located within the *Airport Influence Area* consistent with Policies 3.3.1 and 3.3.4.

³⁵ See **Chapter 1** and **Appendix F** for additional guidance.

³⁶ This exemption derives from state law which proscribes *ALUC* authority over *Existing Land Uses*.

- (b) To be consistent with the *UKLALUCP*, a general plan and/or implementing ordinance also must include provisions ensuring long-term compliance with the compatibility criteria. For example, future reuse of a building must not result in a usage *Intensity* that exceeds the applicable standard or other limit approved by the *ALUC* (see Policy 3.5.4).
- 3.1.3. *Establishment of Review Process: Local Agencies* must define the process they will follow when reviewing proposed *Projects* within the *Airport Influence Area* to ensure that *Projects* will be consistent with the policies set forth in this *UKLALUCP*.
- (a) The process established must ensure that the proposed *Project* is consistent with the land use or zoning designation indicated in the *Local Agency's* general plan, specific plan, zoning ordinance, and/or other development regulations that the *ALUC* has previously found consistent with this *UKLALUCP* and that the *Project's* subsequent use or reuse will remain consistent with the policies herein over time. Additionally, consistency with other applicable compatibility criteria—e.g., usage *Intensity*, height limitations, *Avigation Easement* dedication—must be assessed.
 - (b) *Local Agencies* have the following choices for satisfying this review process requirement:
 - (1) Sufficient detail can be included in the general plan or specific plan(s), referenced implementing ordinances and regulations, and/or internal *Project* review procedures to enable the *Local Agency* to assess whether a proposed *Project* fully meets the compatibility criteria specified in this *UKLALUCP* (this means both that the compatibility criteria be identified and that *Project* review procedures be described);
 - (2) The *UKLALUCP* can be adopted by reference (in this case, the *Project* review procedure must be described in a separate policy document or memorandum of understanding presented to and approved by the *ALUC*); and/or
 - (3) The general plan can indicate that all *Land Use Actions*, or a list of *Land Use Action* types agreed to by the *ALUC*, shall be submitted to the *ALUC* for review in accordance with the policies of Section 1.4.
- 3.1.4. *Land Use Conversion:* The compatibility of uses in the *Airport Influence Area* shall be preserved to the maximum feasible extent. Particular emphasis should be placed on preservation of existing agricultural and open space uses.
- (a) The conversion of land from existing or planned agricultural use to residential uses within *Compatibility Zones 1* through *5* is strongly discouraged.
 - (b) In *Compatibility Zone 2*, general plan amendments (as well as other discretionary actions such as rezoning, subdivision approvals, use permits, etc.) that would convert land to residential use or increase the density of residential uses should be subject to careful consideration of overflight impacts.

3.2. Evaluating Proposed Land Use Projects

- 3.2.1. *Basis for Determining Project Consistency with UKLALUCP:* The determination of consistency between *Projects* proposed for locations within the *Ukiah Municipal Airport Influence Area* and the policies of this *UKLALUCP* shall be based upon:
- (a) The compatibility criteria set forth in the *Basic Compatibility Criteria* table (**Table 3A**), as described in Policy 3.2.2.
 - (b) The *Compatibility Policy Map* for the *Ukiah Municipal Airport* (**Map 3A**).

- (c) The *Airspace Protection Zones* provided for *Ukiah Municipal Airport* (**Map 3B**).
 - (d) The criteria for special circumstances set forth in Section 3.3.
 - (e) The supporting compatibility criteria for individual compatibility factors when necessary in accordance with Policy 3.2.4.
- 3.2.2. *Basic Land Use Compatibility Criteria*: The compatibility evaluations presented in **Table 3A** serve as the primary tool for determining whether a proposed *Project* is to be judged consistent with the *UKLALUCP*.
- (a) **Table 3A** lists general land use categories and indicates each use as being either “Normally Compatible,” “Conditional,” or “Incompatible” depending upon the *Compatibility Zone* or *Zones* in which it is located. The individual evaluations in the cells of the table are based upon the *Density*, *Intensity*, and *Open Land* criteria shown in the table header, and the ability of a typical *Project* in a particular land use category to meet all criteria. The evaluation terms are defined to mean the following:
 - (1) “Normally Compatible” means that normal examples of the land use are presumed to comply with the noise, safety, airspace protection, and overflight criteria set forth in this **Chapter**. Atypical or complex *Projects* with this determination may nevertheless require more detailed evaluation using the criteria for special circumstances outlined in Section 3.3 and the specific noise, safety, airspace protection, and overflight compatibility policies set forth in Sections 3.4 through 3.7.
 - (2) “Conditional” means that the proposed land use is compatible if the indicated usage *Intensity*, open land, and other listed conditions are met. Complex *Projects* with this determination may nevertheless require more detailed evaluation using the criteria for special circumstances outlined in Section 3.3 and the specific noise, safety, airspace protection, and overflight compatibility policies set forth in Sections 3.4 through 3.7. For the purposes of these criteria, “avoid” is intended as cautionary guidance, not a prohibition of the use.
 - (3) “Incompatible” means that the land use should not be permitted under any normal circumstances. Limited exceptions are possible for site-specific special circumstances. See Section 3.8.
 - (b) Land use types not specifically listed in the **Table 3A** shall be evaluated using the criteria for similar listed uses. The *Occupancy Load Factor* (square feet per person) listed for many nonresidential uses can be used as a comparative guide in this regard. In all cases, proposed nonresidential uses must meet the *Intensity* criteria listed in the table header.
 - (c) Multiple land use categories and the compatibility criteria associated with them may apply to a *Project*. Mixed-use developments shall be evaluated in accordance with Policy 3.2.7.
- 3.2.3. *Compatibility Policy Map*: The *Compatibility Zones* depicted in the *Compatibility Policy Map* (**Map 3A**) for the *Ukiah Municipal Airport* takes into account all four compatibility concerns in a composite manner—noise, safety, airspace protection, and overflight.
- (a) **Table 3B** *Compatibility Factors*, identifies the general contributions of noise, safety, airspace protection, and overflight factors to the delineation of each of the *Compatibility Zones*. The table also describes the specific aeronautical and geographic considerations used in creation of the *Compatibility Policy Map*.

- (b) The *Compatibility Policy Map* gives special consideration to the *Density* of existing residential development in the *Compatibility Zone 3* and *4* areas north and west of the *Airport* compared to locations elsewhere in the *Airport Influence Area* by designating an *Urban Overlay Zone*. The residential *Density* compatibility criteria in **Table 3A** for locations within the *Urban Overlay Zone* reflect the existing development pattern. This *Density* is higher than for other locations with comparable proximity to the runway.
 - (c) The *Compatibility Policy Map* also includes a *Compatibility Zone 1** that extends the length of *Compatibility Zone 1* at each end of the runway. The intent of *Zone 1** is to help preserve the option for ultimate extension of the runway to 5,000 feet to accommodate CalFire Lockheed C-130 fire attack aircraft. The compatibility criteria for *Zone 1** match those of *Zone A** in the 1996 ACLUP for Ukiah Municipal Airport and are listed in **Table 3A**.
 - (d) The individual compatibility factors can be used to help assess how heavily each factor should be weighed when evaluating proposed *Projects* in a particular *Compatibility Zone*. It also can serve to suggest what types of modifications to the *Project* might make the proposal acceptable given the *Project's* degree of sensitivity to a particular compatibility factor (for example, knowing that a *Noise-Sensitive Land Use* is in a high-noise area may indicate a need for sound attenuation in the structure, whereas a *Land Use of Special Concern* in a high-risk area may need to be altered to reduce the number of people present).
- 3.2.4. *Function of Supporting Criteria:* **Table 3A, Basic Compatibility Criteria**, represents a compilation of compatibility criteria associated with each of the four types of airport impacts listed in Policy 1.3.1 and described in Sections 3.4 through 3.7. For the purposes of reviewing proposed amendments to general plans, specific plans, zoning ordinances, and building regulations, as well as in the review of most individual *Project* proposals, the criteria in **Table 3A** are anticipated to suffice. However, certain complex *Land Use Actions* may require more intensive review. The *ALUC* may refer to the supporting criteria, as listed in Sections 3.4 through 3.8 to clarify or supplement its review of such *Land Use Actions*.
- 3.2.5. *Residential Development:* The following criteria shall be applied to the evaluation of the compatibility of proposed residential *Land Use Actions*.
- (a) Any subdivision of land for residential uses within *Compatibility Zones 2* through *5* shall not result in an average or single-acre *Density* greater than that indicated in **Table 3A** and Policy 3.5.1. A *Project* site may include multiple parcels.
 - (b) Other development conditions as also listed in **Table 3A** apply to sites within certain *Compatibility Zones*.
 - (c) See Policy 1.5.4 for exceptions regarding existing parcels, accessory dwelling units, and other development by right.
- 3.2.6. *Nonresidential Development:* The usage *Intensity* (people per acre) limits indicated in **Table 3A** for each *Compatibility Zone* are the fundamental criteria against which the safety compatibility of most proposed nonresidential *Land Use Actions* shall be measured. **Table 3A** sets usage *Intensity* (people/acre) limits measured with respect to both a *Project* site as a whole and any single acre within the site. Proposed *Projects* must comply with both limits. See Policy 3.5.3 for guidance on calculating usage *Intensities*. Additional criteria listed in **Table 3A** shall also apply.
- (a) The total number of people permitted on a *Project* site at any time, except for *Rare Special Events* (see Policy 3.8.1), must not exceed the indicated usage *Intensity* times the total

acreage of the site. Usage *Intensity* calculations shall include all people (e.g. employees, customers/visitors, etc.) who may be on the property at any single point in time during typical peak-period usage, whether indoors or outside.

- (b) No single acre of a *Project* site shall exceed the number of people per acre listed in **Table 3A** and calculated in accordance with Policy 3.5.3. For *Project* sites less than 1.0 acre, the occupancy limit is proportionate to the number allowed in an entire single acre (for example, if the *Intensity* limit for a single acre is 300 people, then a 0.5-acre site could have up to 150 people).
- (c) The noise exposure limitations cited in Policy 3.4.1 shall be the basis for assessing the acceptability of proposed nonresidential land uses relative to noise impacts. The ability of buildings to satisfy the interior noise level criteria noted in Policy 3.4.2 shall also be considered.

3.2.7. *Mixed-Use Development: Projects* involving a mixture of residential and nonresidential uses shall be evaluated as follows:

- (a) Where the residential and nonresidential uses are proposed to be situated on separate parts of the *Project* site, the residential and nonresidential components shall be evaluated as separate developments. Each component of the *Project* must meet the criteria for the respective land use category in **Table 3A**. Specifically, the residential *Density* shall be calculated with respect to the area(s) to be devoted to residential land uses and the nonresidential *Intensity* calculated with respect to the area(s) proposed for nonresidential uses. This provision means that the residential *Density* cannot be averaged over the entire *Project* site when nonresidential uses will occupy some of the area. The same limitation applies in reverse—that is, the nonresidential *Intensity* cannot be averaged over an area that includes residential uses.
- (b) Mixed-use *Projects* in which residential uses are proposed to be located in conjunction with nonresidential uses in the same or nearby buildings on the same site must meet both the residential *Density* and nonresidential *Intensity* criteria of each land use category proposed to be included in the *Project*. However, mixed-use *Projects* in which the residential uses are proposed to comprise less than 50% of the total floor area of an individual building, need not comply with the applicable residential *Density* limits.
 - (1) Regardless of the amount of residential use in the *Project*, for the purposes of compliance with usage *Intensity* criteria in **Table 3A**, the normal occupancy of the residential component shall be added to that of the nonresidential component and the total occupancy shall be evaluated with respect to the nonresidential usage *Intensity* criteria cited in **Table 3A**. The *ALUC* may make exceptions to this provision if the residential and nonresidential components of the *Project* would clearly not be simultaneously occupied to their maximum *Intensities*.
 - (2) Paragraph (b) of this policy is intended for dense, urban-type land use *Projects* where the resultant ambient noise levels are relatively high. See Paragraph (a) for *Projects* in which the residential component is isolated from the nonresidential uses of the site.
- (c) Noise attenuation and other requirements that may be specifically relevant to residential uses shall apply to mixed-use *Projects* containing residences.

- (d) Residential uses in a mixed-use development shall not be allowed where the residential component would be situated in a *Compatibility Zone* where residential development is indicated as “Incompatible” in **Table 3A**.
- 3.2.8. *Other Development Conditions:* All types of proposed *Projects* shall be required to meet the additional conditions listed in **Table 3A** for the *Compatibility Zone* where the *Project* is to be located. Among these conditions are the following:
- (a) *Avigation Easement Dedication:* Dedication of an *Avigation Easement* is required for *Projects* in parts of the *Airport Influence Area*, primarily areas closest to the runways. See Policy 3.3.6.
 - (b) *Recorded Overflight Notification:* Recording of an *Overflight Notification* is required as a condition for approval of new residential or nonresidential *Project* in *Compatibility Zone 6*. See Policy 3.7.1.
 - (c) *Airport Proximity Disclosure:* *Airport Proximity Disclosure* is required in conjunction with certain real estate transactions involving property within the *Airport Influence Area*. See Policy 3.7.2.
 - (d) *Noise Level Reduction:* Special features may be necessary to reduce interior noise levels for some types of new construction near the *Airport*. See Policy 3.4.2.
 - (e) *Airspace Review:* Proposals for tall buildings, antennas, and other tall objects near the runway ends or on high terrain may require *ALUC* review. See Policy 3.6.1.

3.3. Criteria for Special Circumstances

- 3.3.1. *Sites Split by Two or More Compatibility Zones:* For the purposes of evaluating consistency with the compatibility criteria in **Table 3A**, *Basic Compatibility Criteria*, a *Project* shall be evaluated as follows:
- (a) Any *Project* site that is split by *Compatibility Zone* boundaries shall be considered as if it were multiple sites divided at the *Compatibility Zone* boundary line. See **Exhibit 1** for example.
 - (b) The criteria for each *Compatibility Zone* within which portions of the site are located shall apply to the proposed building(s) or areas of outdoor congregation of people within that portion.

Exhibit 1: Split by Compatibility Zones

In this example, the restaurant and office uses are split between Compatibility Zones 2 and 3. When determining compliance with the Zone 2 *Intensity* limits, only the portions of the uses in Zone 2, together with the retail use that is fully in Zone 2 are considered. The size of the site in Zone 2 is 3.5 acres.

Compatibility Zone 2

Retail: $\frac{50,000 \text{ s.f.}}{170 \text{ s.f. per person}} = 294 \text{ people}$

Restaurant: $\frac{50\% \text{ of } 18,000 \text{ s.f.}}{60 \text{ s.f. per person}} = 150 \text{ people}$

Office: $\frac{50\% \text{ of } 24,000 \text{ s.f.}}{215 \text{ s.f. per person}} = 56 \text{ people}$

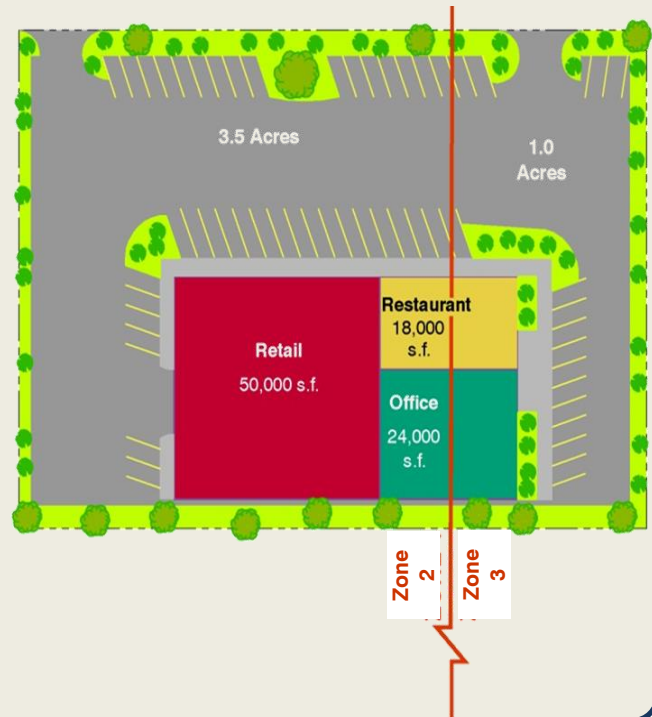
Total Occupancy = 500 people

Intensity: $\frac{500 \text{ people}}{3.5 \text{ acres}} = 143 \text{ people/acre}^*$

* Would exceed Zone 2 sitewide average limit of 60 people/acre and would be deemed inconsistent.

Compatibility Zone 3

A similar analysis is required for the uses in Zone 3.



3.3.2. *Transferring Usage Intensity:* When a *Project* site is split by a *Compatibility Zone*, modification of the site plan so as to transfer the allowed *Density* of residential development or *Intensity* of nonresidential development from the more restricted portion to the less restricted portion is encouraged. The purpose of this policy is to move people outside of the higher-risk zones.

- (a) This full or partial reallocation of *Density* or *Intensity* is permitted even if the resulting *Intensity* in the less restricted area would then exceed the sitewide average *Density* or *Intensity* limits that apply within that *Compatibility Zone* (see **Exhibit 2**).

- (b) The single-acre *Intensity* criterion for the zone to which the use is transferred must still be satisfied.

3.3.3. *Existing Nonconforming Uses:* Proposed changes to *Existing Nonconforming Uses* (including a parcel or building) that are not in conformance with the criteria in this UKLALUCP shall be limited as follows:

Exhibit 2: Transferring Usage Intensity

An example of transferring usage *Intensity* to the less restrictive compatibility zone is provided below.

Project Site

Zone 2: 4.0 acres

Zone 3: 1.0 acre

Allowable Total Occupancy

Zone 2: $60 \text{ people/acre} \times 2.0 \text{ acres} = 120 \text{ people}$

Zone 3: $100 \text{ people/acre} \times 1.0 \text{ acre} = 100 \text{ people}$

Total Allowed on Site: 260 people

Total Allowed on Single Acre in 3: 300 people

Transfer People from Zone 2 to Zone 3

Zone 2: 0 people

Zone 3: 260 people

* 260 people in 1.0 acre exceeds the average 100 people/acre limit for Zone 3, but is allowable under usage *Intensity* transfer policy as it does not exceed the single-acre *Intensity* limit of 300 people.

(a) Residential uses.

- (1) A *Nonconforming* residential land use may be continued, sold, leased, or rented without restriction and is not subject to this *UKLALUCP* or *ALUC* review.
- (2) A *Nonconforming* single-family dwelling may be maintained, remodeled, reconstructed (see Policy 3.3.4), or expanded in size. The lot line of an existing single-family residential parcel may be adjusted. Also, a new single-family residence may be constructed on an existing lot in accordance with Policy 1.5.4 (Development by Right). However:
 - Any remodeling, *Reconstruction*, or expansion must not increase the number of dwelling units (excluding accessory dwelling units as defined by state law and *Local Agency* ordinances).³⁷ For example, a bedroom could be added to an existing residence, but an additional dwelling unit could not be built on the parcel unless that unit is an accessory dwelling unit.
 - Any increase in height must comply with the policies in Section 3.6 (Airspace Protection Compatibility Policies).
 - A single-family residential parcel may not be divided for the purpose of allowing additional dwellings to be constructed.
- (3) *Nonconforming* multi-family residential dwellings may be maintained, remodeled, or reconstructed (see Policy 3.3.4(a)). The size of individual dwelling units may be increased, but additional dwelling units may not be added.
- (4) The *Avigation Easement* dedication and sound attenuation requirements set by Policies 3.3.6 and 3.4.2 shall apply.

(b) Nonresidential uses (other than children's schools):

- (1) A *Nonconforming* nonresidential use may be continued, sold, leased, or rented without restriction or *ALUC* review provided that no discretionary *Local Agency* approval (such as a conditional use permit) is required.
- (2) *Nonconforming* nonresidential facilities may be maintained, altered, or, if required by state law, reconstructed (see Policy 3.3.4). However, any such work:
 - Must not result in expansion of either the portion of the site devoted to the *Nonconforming Use* or the floor area of the buildings; and
 - Must not result in an increase in the usage *Intensity* (people per acre) above the levels existing at the time of adoption of this *UKLALUCP*.
 - Must not increase the storage or use of hazardous materials.
- (3) The *Avigation Easement* dedication and sound attenuation requirements set by Policies 3.3.6 and 3.4.2 shall apply.

(c) Children's schools (including grades K-12, day care centers with more than 14 children, and school libraries):

- (1) Land acquisition for new schools or expansion of existing school sites is not permitted in *Compatibility Zones 1* through *5*.
- (2) Replacement or expansion of buildings at existing schools is not allowed in *Compatibility Zones 1* and *2*. In *Zones 3* through *5*, a one-time expansion accommodating no more than 50 students is permitted. This limitation does not preclude work required for normal maintenance or repair.

³⁷ *Government Code, Section 65852.2.*

- (3) The *Avigation Easement* dedication and sound attenuation requirements set by Policies 3.3.6 and 3.4.2 shall apply.
- 3.3.4. *Reconstruction*: An *Existing Nonconforming* building or land use that has been fully or partially destroyed as the result of a calamity or natural catastrophe, and would not otherwise be reconstructed but for such event, may be rebuilt only under the following conditions:³⁸
- (a) Single-family or multi-family residential *Nonconforming Uses* may be rebuilt provided that the *Reconstruction* does not result in more dwelling units than existed on the parcel at the time of the damage. Addition of an accessory dwelling unit to a single-family residence is permitted if in accordance with state law and local regulations.³⁹ Additional dwelling units in a multi-family residential development are also permitted if the additional units are allowed by right under local regulations.
 - (b) *Nonconforming* nonresidential improvements may be rebuilt, even if completely destroyed, provided that the reconstruction does not increase the floor area of the previous structure or result in an increased intensity of use (i.e., more people per acre).
 - (c) *Reconstruction* under Paragraphs (a) or (b) above:
 - (1) Must have a permit deemed complete by the *Local Agency* within the time frame established by that agency.
 - (2) Shall incorporate sound attenuation features to the extent required by Policy 3.4.2.
 - (3) Shall require dedication of an *Avigation Easement* to the City of Ukiah if required under Policy 3.3.6.
 - (4) Shall record an *Overflight Notification* in the chain of title of the property if required by Policy 3.7.1.
 - (5) Shall comply with 14 CFR Part 77 *Airspace Protection Surface* requirements (see Section 3.6).
 - (d) *Reconstruction* in accordance with Paragraphs (a), (b), and (c) above shall not be permitted in *Compatibility Zone 1* or where it would be in conflict (not in conformance) with the general plan or zoning ordinance of the *Local Agency*.
 - (e) Nothing in the above policies is intended to preclude work required for normal maintenance and repair.
- 3.3.5. *Infill*: Where land uses not in conformance with the criteria set forth in this *UKLALUCP* exist at the time of the plan's adoption, *Infill* development of similar land uses may nevertheless be allowed to occur in that area even if the proposed land use is otherwise incompatible with respect to the compatibility criteria for that location.
- (a) *Infill* nonresidential development is allowed in all *Compatibility Zones* except *Compatibility Zone 1* but is discouraged in *Compatibility Zone 2*.
 - (b) *Infill* is not applicable to residential development. Increased *Density* is enabled through use of the *Urban Overlay Zone* assigned to *Zones 3* and *4* north and west of the *Airport*. See Policy 3.2.3(b) for details.
 - (c) To qualify as *Infill* nonresidential development, a project site must either:

³⁸ *Reconstruction* differs from *Redevelopment* (see Policy 1.2.35 for definition) that is subject to the provisions of this *UKLALUCP*.

³⁹ *Government Code, Section 65852.2*.

- (1) Be part of a cohesive area, defined by the *Local Agency* and approved by the *ALUC*, within which at least 65% of the uses were developed prior to the *UKLALUCP* adoption with uses not in conformance with the *UKLALUCP*; or
 - (2) Meet *all* of the following conditions:
 - Already be served with streets, water, sewer, and other infrastructure;
 - Have at least 65% of the site's perimeter (disregarding roads) bounded by existing uses similar to, or more intensive than, those proposed;
 - Be no larger than 20 acres;
 - Not extend the perimeter of the *Infill* area defined by the surrounding, already developed, incompatible uses;
 - Cannot previously have been set aside as open land in accordance with Policy 3.5.6 unless replacement open land is provided within the same *Compatibility Zone*; and
 - Must be consistent with the *Local Agency's* zoning regulations governing the existing, already developed, surrounding area.
 - (d) In locations that qualify as nonresidential *Infill* under Paragraph (c) above, the average usage *Intensity* (the number of people per acre) of the site's proposed use shall not exceed the lesser of:
 - The median *Intensity* of all existing nonresidential uses that lie fully or partially within a distance of 300 feet from the boundary of the defined *Infill* area; or
 - Double the average sitewide *Intensity* permitted in accordance with the criteria for that location as indicated in **Table 3A**.
- Example:** If the zone allows an average sitewide *Intensity* of 100 people per acre and the median *Intensity* of nearby existing uses is 150 people per acre, the *Infill* development would be limited to 150 people per acre rather than 200.
- (e) The single-acre *Intensity* limits for nonresidential development described listed in **Table 3A** are applicable to *Infill* development. Also, *Avigation Easement* dedication and sound attenuation requirements set by Policies 3.3.6 and 3.4.2 shall apply to *Infill* development.
 - (f) The preference of this policy is that all parcels eligible for *Infill* nonresidential development be identified at one time by the *Local Agency*.
 - (1) The *Local Agency* is responsible for identifying, in its general plan or other adopted planning document approved by the *ALUC*, the qualifying locations that lie within that agency's boundaries. This action may take place in conjunction with the process of amending a general plan for consistency with the *ALUC* plan or may be submitted by the *Local Agency* for consideration by the *ALUC* at the time of initial adoption of this *UKLALUCP*.
 - (2) If a map identifying locations suitable for *Infill* has not been submitted by the *Local Agency* and approved by the *ALUC* or the site of an individual *Project* proposal does not fall within the identified *Infill* area, the *ALUC* may evaluate the *Project* when referred for review under Policy 1.4.2 to determine whether it would meet the qualifying conditions listed in Paragraph (c) plus the applicable provisions in Paragraphs (d) and (e) of this policy.
 - (3) In either case, the burden for demonstrating that an area or an individual site qualifies as *Infill* rests with the affected *Local Agency* and/or *Project* proponent and is not the responsibility of the *ALUC*.

- 3.3.6. *Avigation Easement Dedication*: As a condition for approval of *Projects* that are subject to the review provisions of this *UKIALUCP* and that meet the conditions in Paragraphs (a) and (b) of this policy, the property owner shall be required to dedicate an *Avigation Easement* to the City of Ukiah as owner of the *Ukiah Municipal Airport*.
- (a) *Avigation Easement* dedication is required for all off-airport *Projects* situated on a site that lies completely or partially within any of the following portions of the *Airport Influence Area*:
 - (1) Within *Compatibility Zones 1* through *5*.
 - (2) Within the *Airspace Critical Protection Zone* as defined in Policy 3.6.1(c).
 - (3) Within the *Airspace High Terrain Zone* as defined by Policy 3.6.1(d).
 - (b) *Avigation Easement* dedication shall be required for any proposed *Project*, including *Infill* development, for which discretionary *Local Agency* approval is required. *Avigation Easement* dedication is not required for ministerial approvals such as building permits or *Land Use Actions* associated with modification of existing single-family residences.
 - (c) The *Avigation Easement* shall:
 - (1) Provide the right of flight in the airspace above the property;
 - (2) Allow the generation of noise and other impacts associated with aircraft overflight;
 - (3) Restrict the height of structures, trees, and other objects in accordance with the policies in Section 3.6 and the *Airspace Protection Zones* (**Map 3B**);
 - (4) Permit access to the property for the removal or aeronautical marking of objects exceeding the established height limit; and
 - (5) Prohibit electrical interference, glare, and other potential hazards to flight from being created on the property.
 - (d) An example of an *Avigation Easement* is provided in **Appendix G**.

3.4. Noise Compatibility Policies

NOISE COMPATIBILITY POLICIES BACKGROUND INFORMATION

The following Noise Compatibility Policies Background Information has been considered in formulating the noise compatibility criteria in this section. However, it is provided for informational purposes only and does not itself constitute *UKIALUCP* policy. For additional discussion of noise compatibility concepts, see **Appendix C**.

Policy Objective

The purpose of noise compatibility policies is to avoid establishment of *Noise-Sensitive Land Uses* in the portions of the airport environs that are exposed to significant levels of aircraft noise.

Measures of Noise Exposure

As is standard practice in California, this *UKIALUCP* uses the *Community Noise Equivalent Level (CNEL)* metric as the primary basis for evaluating the degree to which lands around the airport are exposed to airport-related noise. *CNEL* is a cumulative noise metric in that it takes into account not just the loudness of individual noise events, but also the number of events over time. Cumulative exposure to aircraft noise is depicted by a set of contours, each of which represents points having the same *CNEL* value.

The noise contours for Ukiah Municipal Airport are presented in **Chapter 4** of this *UKIALUCP* and reflect the airport activity levels in **Exhibit 4-3**. The noise contours in **Exhibit 4-4** represent the greatest annualized noise impact, measured in terms of *CNEL*, which is anticipated to be generated by the aircraft operating at the airport over the planning time frame. **Map 4-4** also depicts the Cal Fire aircraft noise contours for a typical fire event day.

Factors Considered in Setting Noise Compatibility Policies

Factors considered in setting the policies in this section include the following:

- Established state regulations and guidelines, including noise compatibility recommendations in the *California Airport Land Use Planning Handbook* (2011).
- Ambient noise levels in the community, as well as noise from other transportation noise sources. Ambient noise levels influence the potential intrusiveness of aircraft noise upon a particular land use and vary greatly between rural, suburban, and urban communities.
- The extent to which noise would intrude upon and interrupt the activity associated with a particular use. Susceptibility to speech interference or sleep disturbance as a result of single-event noise levels is a factor in this regard. Noise levels above approximately 65 dBA are sufficient to cause speech interference. Highly *Noise-Sensitive Land Uses* include residences, schools, libraries, and outdoor theaters.
- The extent to which the land use activity itself generates noise.
- The extent of outdoor activity, particularly noise-sensitive activities, associated with a particular land use.
- The extent to which indoor uses associated with a particular land use may be made compatible with application of sound attenuation. (Typical new building construction provides sufficient insulation to attenuate outdoor-to-indoor noise by at least 20 dB.)

3.4.1. *Maximum Acceptable Exterior Noise Exposure:* To minimize *Noise-Sensitive* development in noisy areas around the *Airport*, proposed *Land Use Actions* shall comply with the following.

- (1) The maximum *CNEL* considered normally acceptable for residential uses in the vicinity of the *Airport* is 60 dB. The *CNEL* 60 dB contour depicting the Cal Fire Attack Aircraft Typical Fire-Event Day (**Exhibit 4-4**) is one of the factors considered in establishing the *Compatibility Zone* boundaries and residential *Density* criteria.
 - (2) Except as allowed by right in accordance with Policy 1.5.4, the maximum average and single-acre *Density* of residential uses in *Compatibility Zones* 2 through 5 shall be as indicated in **Table 3A**, *Basic Compatibility Criteria*, and Policy 3.5.1.
- (b) New nonresidential development shall be deemed incompatible in locations where the airport-related noise exposure would be highly disruptive to the specific land use.
- (1) Highly *Noise-Sensitive Land Uses* are flagged with a symbol (➔) in **Table 3A**, *Basic Compatibility Criteria*.
 - (2) Caution must be exercised with regard to approval of outdoor uses—the potential for aircraft noise to disrupt the activity shall be taken into account.
 - (3) Uses that are primarily indoor are acceptable if sound attenuation is provided in accordance with Policy 3.4.2 and as noted in **Table 3A**.

3.4.2. *Maximum Acceptable Interior Noise Levels:* To minimize disruption of indoor activities by aircraft noise, new structures within *Compatibility Zones* 2 through 5 shall incorporate sound attenuation design features sufficient to meet the interior noise level criteria specified by this policy. All future structures outside of these *Compatibility Zones* are presumed to meet the interior noise level requirement with no special added construction techniques.⁴⁰

- (a) For the following land uses, the aircraft-related interior noise level shall be no greater than *CNEL* 45 dB.

⁴⁰ A typical mobile home has an exterior-to-interior noise level reduction (NLR) of at least 15 dB with windows closed. Wood frame buildings constructed to meet current standards for energy efficiency typically have an NLR of at least 20 dB with windows closed.

- (1) Any habitable room of single or multi-family residences (including family day care homes with 14 or fewer children);
 - (2) Hotels, motels, and other long-term and short-term lodging;
 - (3) Hospitals, nursing homes and other congregate care facilities;
 - (4) Places of worship, meeting halls, theaters, and mortuaries; and
 - (5) Schools, libraries, and museums.
- (b) When structures are part of a proposed *Land Use Action*, evidence that the structures will be designed to comply with the criteria in Paragraph (a) of this Policy shall be submitted to the involved *Local Agency* as part of the building permit process. The calculations should assume that windows are closed. The *ALUC* also may request this information if it is necessary for making a consistency determination; however, the *Local Agency* shall be responsible for assuring compliance.
- (c) Exceptions to the interior noise level criteria in Paragraphs (a) and (b) of this policy may be allowed where evidence is provided that the indoor noise generated by the use itself exceeds the listed criteria.
- 3.4.3. *Noise-Sensitive Land Uses*: Single-event noise levels should be considered when evaluating the compatibility of highly *Noise-Sensitive Land Uses* such as residences, schools, libraries, and outdoor theaters (see Policy 1.2.26). Susceptibility to speech interference and sleep disturbance are among the factors that make certain land uses noise sensitive. The compatibility evaluations in **Table 3A** take into account single-event noise concerns.
- (a) The *ALUC* may require acoustical studies or on-site noise measurements to assist in determining the compatibility of *Land Use Actions* involving *Noise-Sensitive Land Uses*.
- (b) Single-event noise levels are especially important in areas that are regularly overflown by aircraft, but that do not produce significant *CNEL* contours (helicopter overflight areas are a particular example). Flight patterns for the *Airport* should be considered in the review process including in locations beyond the mapped noise contours. The flight patterns for *Ukiah Municipal Airport* are depicted in **Figure 4-6** in **Chapter 4**.

3.5. Safety Compatibility Policies

SAFETY COMPATIBILITY POLICIES BACKGROUND INFORMATION

The following Safety Compatibility Policies Background Information has been considered in formulating the safety compatibility criteria in this section. However, it is provided for informational purposes only and does not itself constitute *ALUC* policy. For additional discussion of safety compatibility concepts, see **Appendix C**.

Policy Objective

The intent of land use safety compatibility policies is to minimize the risks associated with an off-airport aircraft accident or emergency landing. The policies focus on reducing the potential consequences of such events should they occur. Risks both to people and property in the vicinity of the *Airport* and to people on board the aircraft are considered (land use features that can be the cause of an aircraft accident are addressed under Airspace Protection, Section 3.6.)

Measures of Risk Exposure

This *UKIALUCP* evaluates the risk that potential aircraft accidents pose to lands and people around the *Airport* in terms of two parameters: where aircraft accidents are most likely to occur near the *Airport*; and the potential consequences if an accident occurs in one of those locations.

- The accident likelihood is measured in terms of the geographic distribution of where accidents have historically occurred around other airports having similar types of activity. Because aircraft accidents are infrequent occurrences, the pattern of accidents at any one airport cannot be used to predict where future accidents are most likely to happen around that airport. Reliance must be placed on data about aircraft accident locations at comparable airports nationally, refined with respect to information about the characteristics of aircraft use at the individual airport.
- The consequences component of the risk considers the number of people in harm's way and their ability to escape harm. For most nonresidential development, potential consequences are measured in terms of the usage *Intensity*—the number of people per acre on the site. Local development standards (e.g., floor area ratios, parking requirements) and building code occupancies can be used to calculate nonresidential usage *Intensities*. For residential development, *Density*—the number of dwelling units per acre—is substituted for *Intensity*. Additional criteria are applicable to specific types of uses.

Factors Considered in Setting Safety Compatibility Policies

Factors considered in setting the policies in this section include the following:

- The runway length, approach categories, normal flight patterns, and aircraft fleet mix at the *Airport*. These factors are reflected in the *Compatibility Zones* shapes and sizes.
- The locations, delineated with respect to the *Airport* runway, where aircraft accidents typically occur near airports and the relative concentration of accidents within these locations. The most stringent land use controls are applied to the areas with the greatest potential accident exposure. The risk information utilized is the general aviation accident data and analyses contained in the *California Airport Land Use Planning Handbook*. The *Handbook* guidance regarding safety compatibility forms the basis for the safety component of the composite *Compatibility Zones* established for the *Airport* and the maximum usage intensities (people per acre) criteria indicated in **Table 3A, Basic Compatibility Criteria**.
- *Handbook* guidance regarding residential densities in rural and suburban areas. Residential *Density* limitations cannot be equated to the usage *Intensity* limitations for nonresidential uses. Consistent with pervasive societal views and as suggested by the *Handbook* guidelines, a greater degree of protection is warranted for residential uses.
- The presence of *Risk-Sensitive Land Uses*—uses having characteristics that represent safety concerns regardless of the number of people present; specifically: vulnerable occupants (children, elderly, disabled), hazardous materials, and critical community infrastructure.
- The extent to which development covers the ground and thus limits the options of where an aircraft in distress can attempt an emergency landing.
- The extent to which the occupied parts of a *Project* site are concentrated in a small area. Concentrated high *Intensities* heighten the risk to occupants if an aircraft should strike the location where the development is concentrated. To guard against this risk, limitations on the maximum concentrations of dwellings or people in a small area of a large *Project* site are appropriate.

3.5.1. *Residential Development Density Criteria*: Proposed residential development shall be evaluated in accordance with the following criteria:

- (a) The maximum allowable *Density* for proposed residential development shall be as indicated in **Table 3A, Basic Compatibility Criteria**, for each *Compatibility Zone*. All proposed residential uses must comply with both the “sitewide average” and “single-acre” *Density* limits indicated for the *Compatibility Zone* or *Zones* in which the *Project* is located.
 - (1) The “sitewide average” *Density* equals the total number of dwelling units divided by the *Project* site size in acres (i.e., the total acreage of the *Project* site) which may include multiple parcels.
 - (2) The “single-acre” *Density* equals the maximum number of dwelling units in any single acre of the *Project*.
- (b) Clustering of residential development within any single acre of a *Project* site shall be limited as follows:
 - (1) Within *Compatibility Zone 1*, residential development is not permitted.

- (2) Within *Compatibility Zones 2* through *5*, including within the *Urban Overlay Zone*, clustering shall be limited to no more than 1.5 times the average *Density* as indicated in **Table 3A** for the respective zone.
 - (c) If a residential land use *Project* is proposed for a site or parcel lying only partly within *Compatibility Zone 2* and residential uses are permitted on that site both under local land use regulations and by right in accordance with Policy 1.5.4 in **Chapter 2**, the dwelling shall, when feasible, be located on the portion of the site outside of these zones or, if such siting is not feasible, then the maximum practical distance from the extended runway centerline.
 - (d) *Density* bonuses and other bonuses or allowances that *Local Agencies* may provide for affordable housing developed in accordance with the provisions of state and/or local law or regulation shall be included when calculating residential densities. The overall *Density* of a development *Project*, including any bonuses or allowances, must comply with the allowable *Density* criteria of this UKLALUCP.
 - (e) Exceptions to *Density* criteria:
 - (1) The *Density* limits shall not prevent construction of a single-family home on a legal lot of record as of the date of adoption of this UKLALUCP provided that the home is not within *Compatibility Zone 1* and the use is permitted by *Local Agency* land use regulations (see Policy 1.5.4 in **Chapter 2**).
 - (2) Accessory dwelling units, as defined by state law and local regulations, shall be excluded from *Density* calculations.⁴¹
 - (3) A family day care home serving 14 or fewer children may be established in any existing dwelling or in any new dwelling permitted by the policies of this UKLALUCP.⁴²
 - (f) See Policy 3.2.7 with regard to calculating the *Density* of mixed-use development.
- 3.5.2. *Nonresidential Development Intensity Criteria*: Nonresidential development shall be evaluated in accordance with the following criteria:
- (a) The maximum allowable *Intensity* for proposed nonresidential development shall be as indicated in **Table 3A**, *Compatibility Criteria*. All proposed nonresidential uses must comply with both the “sitewide average” and “single-acre” *Intensity* limits indicated for the *Compatibility Zone* or *Zones* in which the *Project* is located.
 - (1) Nonresidential *Intensity* shall be measured in terms of people per acre and shall be determined as specified in this policy and Policy 3.5.3.
 - (2) *Intensity* calculations shall include all people (e.g., employees, customers/visitors) who may be on the property at any single point in time, whether indoors or outdoors. For the purposes of these calculations, the total number of occupants during normal busiest periods shall be used.⁴³
 - (3) Additional or more restrictive criteria may be applicable to *Land Uses of Special Concern* (see Policy 3.5.5).

⁴¹ *Government Code, Section 65852.2.*

⁴² *Health and Safety Code, Section 1596.78.*

⁴³ This number will typically be lower than the absolute maximum number of occupants the facility can accommodate (such as would be used in determining compliance with building and fire codes).

- (b) The need to calculate the usage *Intensity* of a particular *Project* proposal for compliance with the *Intensity* criteria is to be governed by the following:
 - (1) Land use categories indicated as “Normally Compatible” for a particular *Compatibility Zone* are presumed to meet the *Intensity* criteria indicated for the *Compatibility Zone*. Calculation of the usage *Intensity* is not required unless the particular *Project* proposal represents an atypical example of the usage type.
 - (2) Calculation of the usage *Intensity* must be done for all proposed *Projects* where the land use category for the particular *Compatibility Zone* is indicated as “Conditional” and the additional criteria column says “Ensure *Intensity* criteria met.”
 - (3) Land use categories indicated as “Conditional” for the particular *Compatibility Zone*, but the criteria are other than “Ensure *Intensity* criteria met,” calculation of the usage *Intensity* is not necessary for typical examples of the use. However, the *Project* proposal must comply with the other criteria listed for the applicable land use category.
 - (c) When a *Project* involves multiple types of nonresidential land use categories as listed in **Table 3A**, the total occupancy for all categories shall be used for determining compliance with the sitewide-average *Intensity* criteria. However, all components, particularly the most intense ones, must comply with the single-acre *Intensity* criteria. Also, any additional criteria listed in **Table 3A** for individual land use categories involved in a *Project* must all be met. For *Intensity* criteria pertaining to mixed-use *Projects* having both residential and nonresidential components, see Policy 3.2.7.
 - (d) No new structures intended to be regularly occupied are allowed in *Compatibility Zone 1*.
- 3.5.3. *Methodology for Calculation of Nonresidential Intensities:* Various methods are available by which usage *Intensities* may be calculated (additional guidance is found in **Appendix D**).
- (a) Calculation of Sitewide Average-Acre Intensity: The “sitewide average” *Intensity* equals the total number of people expected to be on the entire *Project* site at any one time during normal busiest periods divided by the site size in acres (i.e., the total acreage of the *Project* site) which may include multiple parcels. The number of occupants for a particular proposal or component thereof may be estimated by any of several methods:
 - (1) Dividing the square footage of the building or component use by the *Occupancy Load Factor* for that use yields the number of occupants (see **Exhibit 3** for an example).⁴⁴ Unless data specific to a particular *Project* is available, the *Occupancy Load Factors* to be used are as indicated in **Table 3A**. In considering any such exceptions, the *ALUC* shall also take into account the potential for the use of a building to change over time (see Policy 3.5.4).
 - (2) For uses with fixed seats—restaurants and theaters, for example—the occupancy should be based upon the number of customer seats plus the number of employees.
 - (3) For many commercial and industrial uses, the occupancy can be estimated by considering the number of parking spaces required by the *Local Agency* and multiplying by the average number of occupants per vehicle (this method would

⁴⁴ Occupancy Load Factors are based on information from various sources and are intended to represent busy-period usage for typical examples of the land use category. Usually they will be greater than used in building and fire codes to represent the maximum occupancy. They can be used as a factor in determining the appropriate land use category for unlisted uses or atypical examples of a use.

not be suitable for land uses where many users arrive by transit, bicycle, or other means of transportation).

- (4) For *Projects* involving a mixture of uses in a building, the *Occupancy Load Factor* for each component use shall be applied to give the occupancy for that use, then the component occupancies shall be added to determine total occupancy.

(b) Calculation of Single-Acre Intensity: The “single-acre” *Intensity* equals the number of people expected to occupy the most intensively used 1.0-acre area(s) of the *Project* site at any one time during normal busiest periods. The single-acre *Intensity* limits for each *Compatibility Zone* are indicated in **Table 3A**. Calculation of the single-acre *Intensity* depends upon the building footprint and site sizes and the distribution of activities on the site.

- (1) For *Projects* with sites less than 1.0 acre, the single-acre *Intensity* equals the total number of people on the site divided by the site size.
- (2) For *Projects* with sites more than 1.0 acre and a building footprint less than 1.0 acre, the single-acre *Intensity* equals the total number of building occupants unless the *Project* includes substantial outdoor occupancy in which case such usage shall be taken into account.
- (3) For *Projects* having both site size and building footprint of more than 1.0 acre, the single-acre *Intensity* shall normally be calculated as the total number of building occupants divided by the building footprint in acres. However, if the occupancy of the building is concentrated in one area—the office area of a large warehouse, for example—then the occupants of that area shall be included in the single-acre calculation.
- (4) The 1.0-acre areas to be evaluated shall normally match the building footprints, provided that the buildings are generally rectangular (reasonably close to square) and not elongated in shape and, for buildings larger than 1.0 acre, may represent a portion of the building.
- (5) If a building has multiple floors, then the total number of occupants on all floors falling within the 1.0-acre footprint shall be counted.

3.5.4. *Long-Term Changes in Occupancy*: In evaluating compliance of a proposed nonresidential *Project* with the usage *Intensity* criteria in **Table 3A**, the *ALUC* shall take into account the potential for the use of a building to change over time. A building could have planned low-intensity use initially, but later be converted to a higher-intensity use. *Local Agencies* must provide permit language or other mechanisms to ensure continued compliance with the usage *Intensity* criteria.⁴⁵

3.5.5. *Risk-Sensitive Land Uses*: Certain types of land uses represent safety concerns irrespective of the number of people associated with those uses. *Risk-Sensitive Land Uses* and the nature of the concern are listed below along with the criteria applicable to these uses. In some cases, these uses are not allowed in portions of the *Airport* environs regardless of the number of occupants associated with the use. In other instances, these uses should be avoided—that is, allowed only if an alternative site outside the zone would not serve the intended function.

⁴⁵ Note that this provision applies only to new development and *Redevelopment*—*Projects* for which discretionary *Local Agency* action is required. It does not to tenant improvements or other changes to existing buildings for which local approval is ministerial.

When the use is allowed, special measures should be taken to minimize hazards to the facility and occupants if the facility were to be struck by an aircraft.

- (a) Uses Having Vulnerable Occupants: These uses are ones in which the majority of occupants are children, elderly, and/or disabled—people who have reduced effective mobility or may be unable to respond to emergency situations.
 - (1) The primary uses in this category include, but are not limited to the following:
 - Children’s schools (grades K–12).
 - Day care centers (facilities with more than 14 children⁴⁶).
 - In-patient hospitals, mental hospitals, nursing homes, and similar medical facilities where patients remain overnight.
 - Congregate care facilities including retirement homes, assisted living, and intermediate care facilities.
 - Penal institutions.
 - (2) Except congregate care facilities, uses having vulnerable occupants are incompatible within *Compatibility Zones 1* through *5*, including in the *Urban Overlay Zone*. New sites or facilities or expansion of existing sites or facilities shall be prohibited.
 - (3) Congregate care facilities are permitted in the *Urban Overlay Zone* provided that *Intensity* criteria are met.
 - (4) All of the above uses shall be allowed within *Compatibility Zone 6*.
- (b) Hazardous Materials Storage: Materials that are flammable, explosive, corrosive, or toxic constitute special safety compatibility concerns to the extent that an aircraft accident could cause release of the materials and thereby pose dangers to people and property in the vicinity.
 - (1) Facilities in this category include, but are not limited to the following:
 - First Group Facilities: Facilities such as oil refineries and chemical plants that manufacture, process, and/or store bulk quantities of hazardous materials generally for shipment elsewhere.
 - Second Group Facilities: Facilities associated with otherwise compatible land uses where hazardous materials are stored in smaller quantities primarily for on-site use.
 - (2) Criteria for new facilities in the first group are as follows:
 - Facilities in the first group are incompatible in *Compatibility Zones 1* through *5*. New sites, new facilities, or expansion of existing sites or facilities shall be prohibited.
 - In *Compatibility Zone 6*, facilities are allowed only if alternative sites outside *Zone 6* would not serve the intended function.
 - (3) Criteria for new facilities in the second group are as follows:
 - Bulk storage of hazardous materials for on-site use shall be prohibited in *Compatibility Zones 1* and *2*.

⁴⁶ *Health and Safety Code, Section 1596.78.*

- In *Compatibility Zones 3 and 5*, only the following is allowed: 1) On-Airport storage of aviation fuel and other aviation-related flammable materials; 2) storage of nonaviation fuel or other flammable materials in underground tanks (e.g., gas stations); and 3) storage of up to 6,000 gallons of nonaviation flammable materials in aboveground tanks.
 - In *Compatibility Zone 4*, bulk storage of hazardous materials should be avoided, but storage of smaller amounts for near-term on-site use is acceptable. Permitting agencies should evaluate the need for special measures to minimize hazards if the facility should be struck by an aircraft.
 - All facilities must comply with the *Intensity* limits set forth in Policy 3.5.2(a)(2) and other criteria noted in **Table 3A**.
 - All of the above uses shall be allowed within *Compatibility Zone 6*.
- (c) Critical Community Infrastructure: This category pertains to facilities the damage or destruction of which would cause significant adverse effects to public health and welfare well beyond the immediate vicinity of the facility.
- (1) These facilities include, but are not limited to, the following:
- Public safety facilities such as police and fire stations.
 - Communications facilities including emergency communications, broadcast, and cell phone towers.
 - Primary, peaker, and renewable energy power plants, electrical substations, and other utilities.
- (2) Criteria for new or expanded facilities of these types are as follows:
- Public safety facilities are incompatible in *Compatibility Zones 1 through 3*. No new sites or facilities or expansion of existing sites or facilities shall be allowed. In *Compatibility Zone 5*, public safety facilities shall be allowed only if the facility serves or has an *Airport-Related* function. In *Compatibility Zone 4*, creation or expansion of these types of facilities shall be allowed only if an alternative site outside of these zones would not serve the intended function of the facility. Public safety facilities shall be allowed within *Compatibility Zone 6*.
 - Communications facilities, except ones that are *Airport-Related Uses*, are incompatible in *Compatibility Zones 1 through 3*. No new sites or facilities or expansion of existing sites or facilities shall be allowed. In *Compatibility Zone 4*, creation or expansion of these types of facilities shall be allowed only if an alternative site outside of this zone would not serve the intended function of the facility. Structures shall be located a maximum distance from the extended runway centerline and comply with airspace protection criteria (e.g., height, thermal plumes) set forth in Section 3.6 of this UKLALUCP. Communication facilities shall be allowed within *Compatibility Zone 6*.
 - Primary power plants are incompatible in *Compatibility Zones 1 through 5*; except that they may be allowed in *Compatibility Zone 6* if an alternative site outside of this zone would not serve the intended function of the facility.
 - Peaker plants, renewable energy power plants, electrical substations, and other utilities are incompatible in *Compatibility Zones 1 through 5*. In *Compatibility Zone 4*, creation or expansion of these types of facilities shall be allowed only if an alternative site outside of this zone would not serve the intended function of the facility. Structures shall be located a maximum distance from the extended runway centerline and comply with airspace protection criteria (e.g., height,

electrical interference, thermal plumes) set forth in Section 3.6 of this *UKIALUCP*. These facilities shall be allowed within *Compatibility Zone 6*.

- 3.5.6. *Open Land*: In the event that a light aircraft is forced to land away from the *Airport*, the risks to the people on board can best be minimized by providing as much open land area as possible within the *Airport* vicinity. This concept is based upon the fact that the majority of light aircraft accidents and incidents occurring away from an airport runway are controlled emergency landings in which the pilot has reasonable opportunity to select the landing site.
- (a) To qualify as open land, an area should be:
 - (1) Free of most structures and other major obstacles such as walls, large trees or poles (greater than 4 inches in diameter, measured 4 feet above the ground), and overhead wires.
 - (2) Have minimum dimensions of approximately 75 feet by 300 feet.
 - (b) Roads and automobile parking lots are acceptable as open land areas if they meet the above criteria.
 - (c) Open land requirements for each *Compatibility Zone* are specified in **Table 3A**. Open land requirements do not apply within the *Urban Overlay Zone*.
 - (d) Open land requirements for each *Compatibility Zone* are to be applied with respect to the entire zone. Individual parcels may be too small to accommodate the minimum-size open area requirement. Consequently, the identification of open land areas must initially be accomplished at the general plan or specific plan level or as part of large (10 acres or more) development projects.
 - (e) Clustering of development and providing contiguous landscaped and parking areas is encouraged as a means of increasing the size of open land areas. Clustering of development should be located a maximum distance from the extended runway centerline. However, see Policies 3.5.1(b) and 3.2.6(b), and **Table 3A** for limitations on clustering of residential and nonresidential development on any single acre.
 - (f) Building envelopes and the *Compatibility Zones* should be indicated on all site plans and tentative maps for *Projects* located within the *Airport Influence Area*. Portraying this information is intended to assure that individual development *Projects* provide the open land areas identified in the applicable general plan, specific plan, or other large-scale plan.

3.6. Airspace Protection Compatibility Policies

AIRSPACE PROTECTION COMPATIBILITY POLICIES BACKGROUND INFORMATION

The following Airspace Protection Compatibility Policies Background Information has been considered in formulating the Airspace Protection Compatibility policies in this section. However, it is provided for informational purposes only and does not itself constitute *UKIALUCP* policy. For additional discussion of airspace protection concepts, see **Appendix C**.

Policy Objective

Airspace protection compatibility policies seek to prevent creation of land use features that can pose hazards to the airspace required by aircraft in flight and have the potential for causing an aircraft accident.

Measures of Hazards to Airspace

Three categories of hazards to airspace are a concern: physical, visual, and electronic.

- *Physical hazards* include tall structures that have the potential to intrude upon protected airspace as well as land use features that have the potential to attract birds or other potentially hazardous wildlife to the airport area.
- *Visual hazards* include certain types of lights, sources of glare, and sources of dust, steam, or smoke.
- *Electronic hazards* are ones that may cause interference with aircraft communications or navigation.

Factors Considered in Setting Airspace Protection / Object Height Compatibility Policies

The *UKIALUCP* airspace protection policies rely upon the regulations and standards enacted by the Federal Aviation Administration (FAA) and the State of California. The FAA has well-defined standards by which potential hazards to flight, especially airspace obstructions, can be assessed. The following FAA regulations and documents, and any later versions of these documents, are specifically relevant.

- Code of Federal Regulations Title 14, Part 77 (14 CFR 77), *Safe, Efficient Use and Preservation of the Navigable Airspace* (provides standards regarding FAA notification of proposed objects and height limits of objects near airports).
- FAA Advisory Circular 150/5300-13, *Airport Design* (provides standards regarding safety-related areas in the immediate vicinity of runways).
- Advisory Circular 70/7460-1L, *Obstruction Marking and Lighting* (sets standards for how essential marking and lighting should be designed).

These regulations and standards do not give the FAA authority to prevent the creation of hazards to flight. That authority rests with state and local agencies. The State of California has enacted regulations enabling state and local agencies to enforce the FAA standards. The *UKIALUCP* policies are intended to help implement the federal and state regulations.

Factors Considered in Setting Airspace Protection / Wildlife Hazard Compatibility Policies

Natural features and agricultural practices may include open water and food sources that are attractive to wildlife, especially waterfowl and other bird species. The *UKIALUCP* relies upon the wildlife hazard guidelines established by the FAA in the following Advisory Circulars:

- FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or near Airports* (provides guidance on types of attractants to be avoided).
- FAA Advisory Circular 150/5200-34A, *Construction or Establishment of Landfills near Public Airports* (sets guidelines on proximity of these facilities to airports).

3.6.1. *Evaluating Airspace Protection / Object Height Compatibility for Projects:* The height of structures, trees, and other objects associated with proposed *Projects* within the *Ukiah Municipal Airport Influence Area* shall be evaluated in accordance with:

- (a) The policies in this section together with the *Airspace Protection Zones* (**Map 3B**) drawn in accordance with *14 CFR Part 77*, Subpart C and reflecting the runway length, runway end locations, and approach type for the *Airport*. The *Airspace Protection Zones* for *Ukiah Municipal Airport* are depicted in **Map 3B**. These surfaces reflect both the existing and planned future configuration of the runway.
- (b) Additionally, where an FAA Aeronautical Study of a proposed object has been required as described in Policy 3.6.3, the results of that study shall be taken into account by the *ALUC* and the *Local Agency* in determining compliance with the criteria of this section.
- (c) The *Airspace Critical Protection Zone* consists of the *14 CFR Part 77* primary surface and the area beneath portions of the approach and transitional surfaces to where these surfaces intersect with the horizontal surface together with the *Airspace High Terrain Zone*.

- (d) The *Airspace High Terrain Zone* consists of the *Airspace Critical Protection Zone* together with locations where the ground elevation exceeds or is within 35 feet beneath an *Airspace Protection Surface*.

3.6.2. *Object Height Criteria:* The criteria for determining the acceptability of a *Project* with respect to height are as follows:

- (a) Except as provided in Paragraphs (b) and (c) of this policy, no object, including a mobile object such as a vehicle or temporary object such as construction crane, shall have a height that would result in penetration of an *Airspace Protection Surface*. Any object that penetrates one of these surfaces is, by FAA definition, deemed an obstruction.⁴⁷
- (b) Objects not situated within an *Airspace Critical Protection Zone* (see definition in Policy 3.6.1(c)) may be allowed to have heights that penetrate the *Airspace Protection Surfaces* defined by CFR Part 77 criteria under the following conditions:
 - (1) The objects have a height of 35 feet or less above ground level.
 - (2) The height of all objects is subject to *Local Agency* zoning limits.
- (c) Unless exempted under Paragraph (b) of this policy, a proposed object having a height that exceeds any *Airspace Protection Surface* shall be allowed only if *all* of the following apply:
 - (1) As the result of an Aeronautical Study, the FAA determines that the object would not be a hazard to air navigation.
 - (2) FAA or other expert analysis conducted under the auspices of the *ALUC* or the *Airport* operator concludes that, despite being an airspace obstruction (not necessarily a hazard), the object that would not cause any of the following:
 - An increase in the ceiling or visibility minimums of the *Airport* for an existing or planned instrument procedure (a planned procedure is one that is formally on file with the FAA);
 - A reduction of the established operational efficiency and capacity of the *Airport*, such as by causing the usable length of the runway to be reduced; or
 - Conflict with the visual flight rules (VFR), airspace used for the airport traffic pattern or en route navigation to and from the *Airport*.
 - (3) Marking and lighting of the object will be installed as directed by the FAA Aeronautical Study or the California Division of Aeronautics and in a manner consistent with FAA standards in effect at the time the construction is proposed.⁴⁸
 - (4) An *Avigation Easement* is dedicated in accordance with Policy 3.3.6.
 - (5) The proposed *Project*/plan complies with all other policies of this *UKIALUCP*.

3.6.3. *Requirements for FAA Notification of Proposed Construction or Alteration:* *Project* proponents are responsible for notifying the FAA about proposed construction that may affect navigable airspace.⁴⁹ The following is *ALUC* policy on this topic.

⁴⁷ An obstruction may or may not be a hazard. The purpose of FAA aeronautical studies is to determine whether an obstruction is a hazard and, if so, what remedy is recommended. The FAA's remedies are limited to making changes to the airspace and an airport's approach procedures, but it also can indicate an objection to proposed structures that it deems to be a hazard.

⁴⁸ Advisory Circular 70/7460-1J, *Obstruction Marking and Lighting*, or any later FAA guidance.

⁴⁹ 14 CFR Part 77 requires that a *Project* proponent submit notification of a proposal to the FAA where required by the provisions of 14 CFR Part 77, Subpart B. California Public Utilities Code Sections 21658 and 21659 likewise includes this

- (a) The boundaries of the FAA notification area for *Ukiah Municipal Airport* are depicted on **Map 3B, Airspace Protection Zone**.
 - (b) Reference to FAA notification requirements is included here for informational purposes only, not as an *ALUC* policy.
 - (c) *Local Agencies* shall inform *Project* proponents of the requirements for notification to the FAA.
 - (d) FAA review is required for any proposed structure more than 200 feet above the surface level of its site. All such proposals also shall be submitted to the *ALUC* for review regardless of where within the jurisdiction of the *ALUC* they would be located.
 - (e) The requirement for notification to the FAA shall not by itself trigger an airport compatibility review of a *Project* by the *ALUC*. If the general plan of the *Local Agency* in which the *Project* is to be located has been determined by the *ALUC* to be consistent with this *UKLALUCP*, then no *ALUC* review is required. If the general plan has not been made consistent, then the proposed *Project* must be referred to the *ALUC* for review if it qualifies as a *Major Land Use Action* (see Policy 1.4.5).
 - (f) Any *Project* submitted to the *ALUC* for airport land use compatibility review for reason of height-limit issues shall include a copy of the *14 CFR Part 77* notification form (Form 7460-1) with the FAA findings from its aeronautical study (i.e., notice of determination letter). A proposed *Project* may be referred to the *ALUC* in advance of the completion of the FAA Aeronautical Study. However, the completed Aeronautical Study must be forwarded to the *ALUC* when available and the *ALUC* may reconsider its previous consistency determination if the FAA study provides new information and airspace protection was a factor in the *ALUC*'s determination.
- 3.6.4. *Criteria for Other Flight Hazards:* Land uses that may cause visual, electronic, or wildlife hazards, particularly bird strike hazards, to aircraft in flight or taking off or landing at the *Airport* shall not be allowed within the *Airport Influence Area* unless the uses are consistent with FAA rules and regulations.
- (a) Specific characteristics to be avoided include:
 - (1) Sources of glare (such as from mirrored or other highly reflective structures or building features) or bright lights (including search lights and laser light displays);
 - (2) Distracting lights that could be mistaken for airport lights;
 - (3) Sources of dust, steam, or smoke that may impair pilots' vision;
 - (4) Sources of steam or other emissions that cause thermal plumes or other forms of unstable air;

requirement. FAA notification requirements apply to all objects including structures, antennas, trees, mobile objects, and temporary objects such as construction cranes. The FAA will conduct an "Aeronautical Study" of the object(s) and determine whether the object(s) would be of a height that would constitute a hazard to air navigation. (See **Appendix B** of this *UKLALUCP* for a copy of *14 CFR Part 77* and online procedures for filing Form 7460-1.)

FAA notification is required if the *Project* contains proposed structures or other objects that exceed the height standards defined in *14 CFR Part 77*, Subpart B. Objects shielded by nearby taller objects are exempted in accordance with *14 CFR Part 77*, Paragraph 77.15. Note that notification to the FAA under *14 CFR Part 77*, Subpart B, is required even for certain proposed construction that does not exceed the height limits allowed by Subpart C of the regulations. Also, the FAA notification area extends beyond the *Airport Influence Area* depicted on the *Ukiah Municipal Airport Airspace Protection Zones* map. Specifically, the Subpart B notification airspace surface extends outward and upward at a slope of 100:1 for a horizontal distance of 20,000 feet from the nearest point on the runway.

- (5) Sources of electrical interference with aircraft communications or navigation; and
 - (6) Any proposed use that creates an increased attraction for wildlife and that is inconsistent with FAA rules and regulations.⁵⁰ Of particular concern are landfills and certain recreational or agricultural uses that attract large flocks of birds that pose bird strike hazards to aircraft in flight.
- (b) The *ALUC* shall apply applicable Federal Aviation Administration regulations and guidelines as identified in the Background Information box in this section when evaluating *Projects* with regard to these characteristics and shall consult with FAA officials, the California Division of Aeronautics, and *Airport* management, as appropriate. However, a Determination of No Hazard to Air Navigation by the FAA does not automatically equate to a Consistency Determination by the *ALUC*. The FAA may conclude in its Aeronautical Study that a *Project* is an Obstruction but not a Hazard to Air Navigation. However, the *ALUC* may utilize criteria for protecting aircraft traffic patterns at the *Airport* that may differ from the criteria contained in 14 CFR Part 77 and may find a *Project* inconsistent based on compatibility factors not addressed by an FAA Aeronautical Study.

⁵⁰ The FAA rules and regulations include, but are not limited to: Public Law 106-181 (Wendell H. Ford Aviation Investment and Reform Act for the 21st Century, known as AIR 21), Section 503; 40 CFR 258, *Criteria for Municipal Solid Waste Landfills*, Section 258.10, Airport Safety; Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*; Advisory Circular 150/5200-34A, *Construction or Establishment of Landfills near Public Airports*; and any subsequent applicable FAA guidance.

3.7. Overflight Compatibility Policies

OVERFLIGHT COMPATIBILITY POLICIES BACKGROUND INFORMATION

The following Overflight Compatibility Policies Background Information has been considered in formulating the Overflight Compatibility policies in this section. However, it is provided for informational purposes only and does not itself constitute *UKIALUCP* policy. For additional discussion of overflight compatibility concepts, see **Appendix C**.

Policy Objective

Noise from individual aircraft operations, especially by comparatively loud aircraft, can be intrusive and annoying in locations beyond the limits of the noise exposure areas addressed by the policies in Section 3.4. Sensitivity to aircraft overflight varies from one person to another.

The policies in this Section serve primarily to establish the form and requirements for notification about airport proximity and aircraft overflight to be given in conjunction with *Local Agency* approval of new *Residential Development* and with certain real estate transactions involving existing *Residential* land uses. Overflight policies do not apply to *Nonresidential Development*.

Measures of Overflight Exposure

The loudness and frequency of occurrence of individual aircraft noise events are key determinants of where notification of airport proximity and aircraft overflight is warranted. Single-event noise levels are especially important in areas that are overflown regularly by aircraft, but that do not produce significant *CNEL* contours.

Locations where aircraft regularly fly at approximately the traffic pattern altitude—1,000 feet above ground level—or lower are considered to be within the *Airport's* overflight impact area. Note that the flight altitude above ground level will be more or less than this amount depending upon the terrain below. Areas of high terrain beneath the traffic pattern are exposed to comparatively greater noise levels, a factor that is considered in the overflight policies.

Factors Considered in Setting Overflight Compatibility Policies

Factors considered in establishing overflight compatibility policies include the following:

- Focus on notification, not restrictions. Unlike the function of the noise, safety, and airspace protection compatibility policies in this *UKIALUCP*, overflight compatibility policies do not restrict the manner in which land can be developed or used. The policies serve only to establish the form and requirements for notification about airport proximity and aircraft overflights.
- Limited applicability to existing development. To be most effective, overflight policies should establish notification requirements for transactions involving existing residential land uses, not just future residential development. However, the only function of the *UKIALUCP* with regard to *Existing Land Uses* is to define the boundaries within which *Airport Proximity Disclosure* in conjunction with real estate transactions should be provided as specified under state law. Other than setting the disclosure boundary, the policies in this Section apply only to new residential development subject to ALUC review.
- State Law. State *Airport Proximity Disclosure* law applies to existing development, but not to all transactions. [California state statutes (*Business and Professional Code Section 11010* and *Civil Code Sections 1102.6, 1103.4, and 1353*) require that, as part of many residential real estate transactions, information be disclosed regarding whether the property is situated within an *Airport Influence Area*. These state requirements apply to the sale or lease of newly subdivided lands and condominium conversions and to the sale of certain existing residential property. In general, *Airport Proximity Disclosure* is required with existing residential property transfer only when certain natural conditions (earthquake, fire, or flood hazards) warrant disclosure.]
- Need for continuity of notification to future property owners and tenants. To the extent that this *UKIALUCP* sets notification requirements for new development, notifications should be in a form that runs with the land and is provided to prospective future owners and tenants.
- To avoid inappropriateness of *Avigation Easement* dedication solely for buyer awareness purposes. *Avigation Easements* involve conveyance of property rights from the property owner to the party owning the easement and are thus best suited to locations where land use restrictions for noise, safety, or airspace protection purposes are necessary. Property rights conveyance is not needed for buyer awareness purposes.

3.7.1. *Recorded Overflight Notification*: As a condition for *ALUC* approval of a proposed residential land use *Project* within *Compatibility Zone 6*, an *Overflight Notification* shall be recorded in the chain of title of the property.

- (a) The notification shall be of a format similar to that indicated in **Appendix G** and shall contain the following language dictated by state law with regard to *Airport Proximity Disclosure* in conjunction with real estate transfer:

NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as an *Airport Influence Area*. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

- (b) The notification shall be evident to prospective purchasers of the property and shall appear on the property deed.
- (c) A *Recorded Overflight Notification* is not required where an *Avigation Easement* dedication is required as the *Avigation Easement* accomplishes the notification function (see Policy 3.3.6).
- (d) Recording of an *Overflight Notification* is not required for nonresidential development.

3.7.2. *Airport Proximity Disclosure*: State law requires that notice disclosing information about the presence of a nearby airport be given to prospective buyers of certain residential real estate within an *Airport Influence Area*. The statutes define an *Airport Influence Area* as “the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.”⁵¹ *UKLALUCP* criteria with regard to *Airport Proximity Disclosure* are as follows:

- (a) For existing residences:
 - (1) *Airport Proximity Disclosure* as part of real estate transactions involving existing residences is a matter between private parties. Neither this *UKLALUCP* nor *Local Agencies* have authority to mandate that *Airport Proximity Disclosure* be provided and neither the *UKLALUCP* nor *Local Agencies* have enforcement responsibilities with regard to this disclosure.
 - (2) The sole responsibility of *Local Agencies* with regard to *Airport Proximity Disclosure* for existing residences is to recommend the boundary of the area within which the disclosure is deemed appropriate and to provide this information to local title companies and real estate agents. The *Airport Influence Area* defined herein for *Ukiah Municipal Airport* establishes the area in which *Airport Proximity Disclosure* is recommended.
 - (3) *Airport Proximity Disclosure* should be provided as part of *all* real estate transactions (sale, lease, or rental) involving residential property anywhere within the *Airport Influence Area*.

⁵¹ See *California Business and Professions Code Section 11010(b)* and *Civil Code Section 1353(a)*.

(b) For proposed residential development:

- (1) The disclosure provisions of state law are deemed mandatory for proposed new residential *Projects* anywhere within the *Airport Influence Area* and shall continue in effect as *UKLALUCP* criteria even if the state law is made less stringent or rescinded. The disclosure shall be of a format similar to that indicated in **Appendix G** and shall contain the language dictated by state law (see Policy 3.7.1(a)).
- (2) Signs providing the notice included in Policy 3.7.1(a) and a map of the *Airport Influence Area* shall be prominently posted in the real estate sales office and/or other key locations of any new residential *Project* within the *Airport Influence Area*.

3.8. Exceptions to Land Use Criteria

3.8.1. *Rare Special Events Exception: Local Agencies* may make exceptions for “Conditional” or “Incompatible” land uses associated with rare special events (e.g., an air show at the *Airport*, a street fair, a golf tournament) for which a facility is not designed and normally not used and for which extra precautions can be taken as appropriate.

3.8.2. *Site-Specific Special Conditions Exception:* The policies and criteria set forth in this *UKLALUCP* are intended to be applicable to all locations within the *Airport Influence Area*. However, there may be specific situations where a normally incompatible use can be considered compatible because of terrain, specific location, or other extraordinary factors or circumstances related to the site or *Project* design. After due consideration of all the factors involved in such situations and consultation with *Airport* management, the *ALUC* may find a normally incompatible use to be acceptable.

- (a) In considering any such exceptions, the *ALUC* shall take into account the potential for the use of a building to change over time (see Policy 3.5.4). A building could have planned low-intensity use initially, but later be converted to a higher-intensity use. *Local Agency* permit language or other mechanisms to ensure continued compliance with the usage *Intensity* criteria must be put in place.
- (b) In considering any such exceptions, the *ALUC* shall also take into account the need for special measures to reduce the risks to building occupants in the event that the building is struck by an aircraft. Building design features include, but are not limited to, the following:
 - Using concrete walls;
 - Limiting the number and size of windows;
 - Upgrading the strength of the building roof;
 - Avoiding skylights;
 - Enhancing the fire sprinkler system;
 - Limiting buildings to a single story or placing the high-intensity uses on the first floor to facilitate evacuation of a building if it were to be struck by an aircraft; and
 - Increasing the number of emergency exits.
- (c) In reaching a decision, the *ALUC* shall make specific findings as to why the exception is being made and that the land use will neither create a safety hazard to people on the ground or aircraft in flight nor result in excessive noise exposure for the proposed use. Findings also shall be made as to the nature of the extraordinary circumstances that warrant the policy exception.

- (d) The burden for demonstrating that special conditions apply to a particular development proposal rests with the project proponent and/or referring *Local Agency*, not with the *ALUC*.
- (e) The granting of a special conditions exception shall be considered site specific and shall not be generalized to include other sites.

3.8.3. *Airport-Specific Special Conditions Policies:*

- (a) Special conditions are acknowledged by the *ALUC* in the adoption of this *UKLALUCP* as follows:
 - None at this time.
- (b) These special conditions result in establishment of *Compatibility Zone* boundaries and/or compatibility criteria different in character from the zones and criteria applicable to other airports in the county. These special policies are not to be generalized or considered as precedent applicable to other locations near the *Airport*.

3.9. Review Criteria for Ukiah Municipal Airport Development Actions

3.9.1. *Substance of Review:* In accordance with state law, any new or amended *Ukiah Municipal Airport* master plan or development plan is subject to *ALUC* review for consistency with the *UKLALUCP* (see Policy 1.4.4). In conducting any such review, the *ALUC* shall evaluate whether the airport plan would result in greater noise, safety, airspace protection, or overflight impacts than indicated in this *UKLALUCP*. Attention should specifically focus on:

- (a) Proposals for facilities or procedures not assumed herein for the *Airport*, specifically:
 - (1) Construction of a new runway or helicopter takeoff and landing area.
 - (2) Change in the length, width, or landing threshold location of an existing runway.
 - (3) Establishment of an instrument approach procedure that changes the approach capabilities at a particular runway end.
 - (4) Modification of the flight tracks associated with existing visual or instrument operations procedures.
- (b) Proposed changes in the role or character of use of the *Airport*.
- (c) New activity forecasts that are: (1) significantly higher than those used in developing the *Airport* noise contours presented in **Chapter 4** or (2) assume a higher proportion of larger or noisier aircraft.

3.9.2. *Noise Impacts of Airport Expansion:* Any proposed expansion of *Airport* facilities⁵² that would result in a significant increase in cumulative noise exposure (measured in terms of *CNEL*) shall include measures to reduce the exposure to a less-than-significant level. For the purposes of this *UKLALUCP*, a noise increase shall be considered significant by the *ALUC* if:

- (a) In locations having an existing ambient noise level of *CNEL* 60 dB or less, the expansion would increase the noise level by 3.0 dB or more.

⁵² As defined in *Public Utilities Code Section 21664.5* and noted in Policy 1.4.3 of **Chapter 2**.

- (b) In locations having an existing ambient noise level of more than *CNEL* 60 dB, the expansion would increase the noise level by 1.5 dB or more.
- 3.9.3. *Consistency Determination:* The *ALUC* shall determine whether the proposed *Airport* plan or development plan is consistent with this *UKLALUCP*. The *ALUC* shall base its determination of consistency on:
- (a) Findings that the development and forecasts identified in the *Airport* plan would not result in greater noise, safety, airspace protection, or overflight impacts on surrounding land uses than are assumed in this *UKLALUCP*.
 - (b) Consideration of:
 - (1) Mitigation measures incorporated into the plan or expansion to reduce any increases in the noise, safety, airspace protection, and overflight impacts to a less-than-significant level in accordance with provisions of the California Environmental Quality Act (CEQA); or
 - (2) In instances where the impacts cannot be reduced to a less-than-significant level, a statement of overriding considerations approved by the *Local Agency* in accordance with provisions of CEQA.
 - (c) A determination that any nonaviation development proposed for locations within the airport boundary (excluding federal, tribal or state-owned property) will be consistent with the compatibility criteria and policies indicated in this *UKLALUCP* with respect to that *Airport* (see Policy 1.2.12 for definition of aviation-related use).

Intensity/Density Criteria ¹	Airport Influence Area (See Map 3A) ²							Intensity Criteria Interpretation
	Compatibility Zones						Other Airport Environs	
	1	2	3	4	5	6		
Max. Sitewide Avg. Intensity (people/acre) Max. Single-Acre Intensity (people/acre)	0 ³ 0 ³	60 120	100 300	150 450	100 300	300 1,200	no limit	▪ All nonresidential development must satisfy both sitewide and single-acre intensity limits
Max. Sitewide Average Density (dwelling units/acre) Urban Overlay Zone (dwelling units/acre) ⁴	0	0.1 (10-ac. lot)	0.5 (2-ac. lot)	0.5 (2-ac. lot)	1.0	no limit	no limit	▪ See Policy 3.5.1(b) for single-acre density limits ▪ See Policy 3.2.3(b) for application
Open Land Requirement ⁵	all remain'g	25%	15%	15%	25%	15%	no req.	▪ See Policy 3.5.6 for application ▪ Not applicable in Urban Overlay Zone
Land Use Category	Legend (see last page for interpretation)							Additional Criteria
▪ Multiple land use categories may apply to a project ▪ Land uses not specifically listed shall be evaluated using criteria for similar uses ▪ Typical occupancy Load Factor [approx. s.f./person] indicated for certain uses ⁶	Incompatible		Conditionally Compatible		Normally Compatible		▪ Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone ▪ See Policy 3.3.6 for aviation easement dedication requirements ▪ See Policy 3.7.1 for Recorded Overflight Notification requirements ▪ See Policy 3.7.2 for Airport Proximity Disclosure requirement	
General Characteristics								
Any use having structures (including poles or antennas) or trees 35 feet or higher								All (except Zone 1): Ensure airspace obstruction does not occur (see Policy 3.6.1 and Map 3B) ⁷
Any use having the potential to cause an increase in the attraction of birds or other wildlife *								4, 5, OAE: Avoid use or provide mitigation consistent with FAA rules and regulations ⁸
Any use creating visual or electronic hazards to flight *								OAE: Avoid use or provide mitigation consistent with FAA rules and regs ⁹
Outdoor Uses (no or limited indoor activities)								
Natural Land Areas: woods, brush lands, desert								1-3: Vegetation must be clear of airspace surfaces
Water: flood plains, wetlands, lakes, reservoirs, rivers, detention/retention ponds *								All: Avoid new features that attract birds or provide mitigation consistent with FAA regulations ⁸
Agriculture (except residences and livestock): field crops, orchards, vineyards, pasture, range land *								All: Avoid new features that attract birds or provide mitigation consistent with FAA regulations ⁸
Livestock Uses: feed lots, stockyards, breeding, fish hatcheries, horse/riding stables, poultry and dairy farms → *								All (except Zone 1): Avoid new features that attract birds or provide mitigation consistent with FAA regulations ⁸ ; exercise caution with uses involving noise-sensitive animals
Outdoor Major Assembly Facilities (capacity ≥1,000 people): spectator-oriented outdoor stadiums, amphitheaters, fairgrounds, race tracks, water parks, zoos →								6: Allowed only if alternative site outside zone would not serve intended function; exercise caution if clear audibility by users is essential

Table 3A

Basic Compatibility Criteria

Intensity/Density Criteria ¹	Airport Influence Area (See Map 3A) ²							Intensity Criteria Interpretation
	Compatibility Zones						Other Airport Environs	
	1	2	3	4	5	6		
Max. Sitewide Avg. Intensity (people/acre) Max. Single-Acre Intensity (people/acre)	0 ³ 0 ³	60 120	100 300	150 450	100 300	300 1,200	no limit	▪ All nonresidential development must satisfy both sitewide and single-acre intensity limits
Max. Sitewide Average Density (dwelling units/acre) Urban Overlay Zone (dwelling units/acre) ⁴	0	0.1 (10-ac. lot)	0.5 (2-ac. lot)	0.5 (2-ac. lot)	1.0	no limit	no limit	▪ See Policy 3.5.1(b) for single-acre density limits ▪ See Policy 3.2.3(b) for application
Open Land Requirement ⁵	all remain'g	25%	15%	15%	25%	15%	no req.	▪ See Policy 3.5.6 for application ▪ Not applicable in Urban Overlay Zone
Land Use Category	Legend (see last page for interpretation)							Additional Criteria
▪ Multiple land use categories may apply to a project ▪ Land uses not specifically listed shall be evaluated using criteria for similar uses ▪ Typical occupancy Load Factor [approx. s.f./person] indicated for certain uses ⁶	Incompatible		Conditionally Compatible		Normally Compatible		▪ Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone ▪ See Policy 3.3.6 for aviation easement dedication requirements ▪ See Policy 3.7.1 for Recorded Overflight Notification requirements ▪ See Policy 3.7.2 for Airport Proximity Disclosure requirement	
Outdoor Large Assembly Facilities (capacity 300 to 999 people): spectator-oriented outdoor stadiums, amphitheaters →								4: Ensure intensity criteria met; exercise caution if clear audibility by users is essential
Outdoor Group Recreation (limited spectator stands): athletic fields, water recreation facilities (community pools), picnic areas →								3-5: Ensure intensity criteria met; not allowed if intended primarily for use by children; exercise caution if clear audibility by users is essential
Outdoor Non-Group Recreation (small/low-intensity): golf courses (except clubhouse), tennis courts, shooting ranges →								3, 4: Ensure intensity criteria met; not allowed if intended primarily for use by children; exercise caution if clear audibility by users is essential
Local Parks: neighborhood parks, playgrounds →								2, 3: Must have little or no permanent facilities where people congregate; exercise caution if clear audibility by users is essential
Camping: campgrounds, recreational vehicle/ motor home parks →								4: Ensure intensity criteria met; avoid if disruption by aircraft noise unacceptable
Cemeteries (except chapels)								2-4: Ensure intensity criteria met; avoid if disruption by aircraft noise unacceptable
Residential and Lodging Uses								
Single-Family Residential: individual dwellings, townhouses, mobile homes, bed and breakfast inns →								2-5: Ensure density criteria met; limit clustering ¹⁰ 2, 4 Locate dwelling max. distance from extended runway centerline where feasible
Multi-Family Residential: townhouses, apartments condominiums →								3, 4: Allowed only in Urban Overlay Zone; ensure density criteria met
Long-Term Lodging (>30 nights): extended-stay hotels, dormitories →								3, 4: Ensure intensity criteria met

Table 3A, continued

Intensity/Density Criteria ¹	Airport Influence Area (See Map 3A) ²							Intensity Criteria Interpretation
	Compatibility Zones						Other Airport Environs	
	1	2	3	4	5	6		
Max. Sitewide Avg. Intensity (people/acre) Max. Single-Acre Intensity (people/acre)	0 ³ 0 ³	60 120	100 300	150 450	100 300	300 1,200	no limit	▪ All nonresidential development must satisfy both sitewide and single-acre intensity limits
Max. Sitewide Average Density (dwelling units/acre) Urban Overlay Zone (dwelling units/acre) ⁴	0	0.1 (10-ac. lot)	0.5 (2-ac. lot)	0.5 (2-ac. lot)	1.0	no limit	no limit	▪ See Policy 3.5.1(b) for single-acre density limits ▪ See Policy 3.2.3(b) for application
Open Land Requirement ⁵	all remain'g	25%	15%	15%	25%	15%	no req.	▪ See Policy 3.5.6 for application ▪ Not applicable in Urban Overlay Zone
Land Use Category	Legend (see last page for interpretation)							Additional Criteria
▪ Multiple land use categories may apply to a project ▪ Land uses not specifically listed shall be evaluated using criteria for similar uses ▪ Typical occupancy Load Factor [approx. s.f./person] indicated for certain uses ⁶	Incompatible		Conditionally Compatible		Normally Compatible		▪ Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone ▪ See Policy 3.3.6 for aviation easement dedication requirements ▪ See Policy 3.7.1 for Recorded Overflight Notification requirements ▪ See Policy 3.7.2 for Airport Proximity Disclosure requirement	
Short-Term Lodging (≤30 nights, except conference/assembly facilities): hotels, motels, other transient lodging [approx. 200 s.f./person]								3-5: Ensure intensity criteria met
Congregate Care: retirement homes, assisted living/residential care facilities, intermediate care facilities, emergency/homeless shelters, group homes (youth/adult) →								3, 4: Ensure intensity criteria met
Educational and Institutional Uses								
Family day care homes (≤14 children) ¹⁰ →								2-4: CNEL 45 dB max. interior noise level
Children's Schools: K-12, day care centers (>14 children), libraries →								6: Allowed only if alternative site outside zone would not serve intended function; exercise caution if clear audibility by users is essential
Adult Education classroom space: adult schools, colleges, universities [approx. 40 s.f./person]								3-5: Ensure intensity criteria met
Indoor Major Assembly Facilities (capacity ≥1,000 people): auditoriums, conference centers, resorts, concert halls, indoor arenas								6: Allowed only if alternative site outside zone would not serve intended function; exercise caution if clear audibility by users is essential
Indoor Large Assembly Facilities (capacity 300 to 999 people): movie theaters, places of worship, cemetery chapels, mortuaries [approx. 15 s.f./person]								4: Ensure intensity criteria met

Table 3A, continued

Intensity/Density Criteria ¹	Airport Influence Area (See Map 3A) ²							Intensity Criteria Interpretation
	Compatibility Zones						Other Airport Environs	
	1	2	3	4	5	6		
Max. Sitewide Avg. Intensity (people/acre) Max. Single-Acre Intensity (people/acre)	0 ³ 0 ³	60 120	100 300	150 450	100 300	300 1,200	no limit	▪ All nonresidential development must satisfy both sitewide and single-acre intensity limits
Max. Sitewide Average Density (dwelling units/acre) Urban Overlay Zone (dwelling units/acre) ⁴	0	0.1 (10-ac. lot)	0.5 (2-ac. lot)	0.5 (2-ac. lot)	1.0	no limit	no limit	▪ See Policy 3.5.1(b) for single-acre density limits ▪ See Policy 3.2.3(b) for application
Open Land Requirement ⁵	all remain'g	25%	15%	15%	25%	15%	no req.	▪ See Policy 3.5.6 for application ▪ Not applicable in Urban Overlay Zone
Land Use Category	Legend (see last page for interpretation)							Additional Criteria
▪ Multiple land use categories may apply to a project ▪ Land uses not specifically listed shall be evaluated using criteria for similar uses ▪ Typical occupancy Load Factor [approx. s.f./person] indicated for certain uses ⁶	Incompatible		Conditionally Compatible		Normally Compatible		▪ Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone ▪ See Policy 3.3.6 for aviation easement dedication requirements ▪ See Policy 3.7.1 for Recorded Overflight Notification requirements ▪ See Policy 3.7.2 for Airport Proximity Disclosure requirement	
Indoor Small Assembly Facilities (capacity <300 people): community libraries; art galleries; museums; exhibition space, community/senior centers ➔ [approx. 60 s.f./person]								3-5: Ensure intensity criteria met; not allowed if intended primarily for use by children; avoid outdoor spaces intended for noise-sensitive activities
Indoor Recreation: gymnasiums, club houses, athletic clubs, dance studios, sports complexes (indoor soccer), health clubs, spas [approx. 60 s.f./person]								3-5: Ensure intensity criteria met; not allowed if intended primarily for use by children
In-Patient Medical: hospitals, mental hospitals, nursing homes ➔								3, 4: Ensure intensity criteria met
Out-Patient Medical: health care centers, clinics [approx. 240 s.f./person]								3-5: Ensure intensity criteria met
Penal Institutions: prisons, reformatories								6: Allowed only if alternative site outside zone would not serve intended function; ensure intensity criteria met
Public Safety Facilities: police, fire stations								3-5: Ensure intensity criteria met
Commercial, Office, and Service Uses								
Major Retail (capacity >300 people per building): regional shopping centers, 'big box' retail, super-market [approx. 110 s.f./person]								4: Ensure intensity criteria met
Local Retail (≤300 people per building): community/neighborhood shopping centers, grocery stores [approx. 170 s.f./person]								3-5: Ensure intensity criteria met
Eating/Drinking Establishments: restaurants, bars, fast-food dining [approx. 60 s.f./person]								3-5: Ensure intensity criteria met

Table 3A, continued

Intensity/Density Criteria ¹	Airport Influence Area (See Map 3A) ²							Intensity Criteria Interpretation
	Compatibility Zones						Other Airport Environs	
	1	2	3	4	5	6		
Max. Sitewide Avg. Intensity (people/acre) Max. Single-Acre Intensity (people/acre)	0 ³ 0 ³	60 120	100 300	150 450	100 300	300 1,200	no limit	▪ All nonresidential development must satisfy both sitewide and single-acre intensity limits
Max. Sitewide Average Density (dwelling units/acre) Urban Overlay Zone (dwelling units/acre) ⁴	0	0.1 (10-ac. lot)	0.5 (2-ac. lot)	0.5 (2-ac. lot)	1.0	no limit	no limit	▪ See Policy 3.5.1(b) for single-acre density limits ▪ See Policy 3.2.3(b) for application
Open Land Requirement ⁵	all remain'g	25%	15%	15%	25%	15%	no req.	▪ See Policy 3.5.6 for application ▪ Not applicable in Urban Overlay Zone
Land Use Category	Legend (see last page for interpretation)							Additional Criteria
▪ Multiple land use categories may apply to a project ▪ Land uses not specifically listed shall be evaluated using criteria for similar uses ▪ Typical occupancy Load Factor [approx. s.f./person] indicated for certain uses ⁶	Incompatible		Conditionally Compatible		Normally Compatible		▪ Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone ▪ See Policy 3.3.6 for aviation easement dedication requirements ▪ See Policy 3.7.1 for Recorded Overflight Notification requirements ▪ See Policy 3.7.2 for Airport Proximity Disclosure requirement	
Limited Retail/Wholesale: furniture, automobiles, heavy equipment, building materials, hardware, lumber yards, nurseries [approx. 250 s.f./person]								2-5: Ensure intensity criteria met 2: Locate structure max. distance from extended runway centerline where feasible
Offices: professional services, doctors, finance, banks, civic; radio, television and recording studios, office space associated with other listed uses [approx. 215 s.f./person]								2-5: Ensure intensity criteria met 2: Locate structure max. distance from extended runway centerline where feasible
Personal and Miscellaneous Services: barbers, car washes, print shops [approx. 200 s.f./person]								2-5: Ensure intensity criteria met 2: Locate structure max. distance from extended runway centerline where feasible
Fueling Facilities: gas stations, trucking and other transportation fueling facilities								2-4: Ensure intensity criteria met 2: Store fuel underground or in above-ground storage tanks with combined max. capacity of 6,000 gallons; locate structure max. distance from extended runway centerline where feasible
Industrial, Manufacturing, and Storage Uses								
Hazardous Materials Production and Storage (flammable, explosive, corrosive, or toxic): oil refineries, chemical plants								6, OAE: Allowed only if alternative site outside zone would not serve intended function; generation of steam or thermal plumes not allowed
Heavy Industrial								6, OAE: Bulk storage of hazardous materials allowed only for on-site use; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft; generation of steam or thermal plumes not allowed

Table 3A, continued

Intensity/Density Criteria ¹	Airport Influence Area (See Map 3A) ²							Intensity Criteria Interpretation
	Compatibility Zones						Other Airport Environs	
	1	2	3	4	5	6		
Max. Sitewide Avg. Intensity (people/acre) Max. Single-Acre Intensity (people/acre)	0 ³ 0 ³	60 120	100 300	150 450	100 300	300 1,200	no limit	▪ All nonresidential development must satisfy both sitewide and single-acre intensity limits
Max. Sitewide Average Density (dwelling units/acre) Urban Overlay Zone (dwelling units/acre) ⁴	0	0.1 (10-ac. lot)	0.5 (2-ac. lot)	0.5 (2-ac. lot)	1.0	no limit	no limit	▪ See Policy 3.5.1(b) for single-acre density limits ▪ See Policy 3.2.3(b) for application
Open Land Requirement ⁵	all remain'g	25%	15%	15%	25%	15%	no req.	▪ See Policy 3.5.6 for application ▪ Not applicable in Urban Overlay Zone
Land Use Category	Legend (see last page for interpretation)							Additional Criteria
▪ Multiple land use categories may apply to a project ▪ Land uses not specifically listed shall be evaluated using criteria for similar uses ▪ Typical occupancy Load Factor [approx. s.f./person] indicated for certain uses ⁶	Incompatible		Conditionally Compatible		Normally Compatible			▪ Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone ▪ See Policy 3.3.6 for aviation easement dedication requirements ▪ See Policy 3.7.1 for Recorded Overflight Notification requirements ▪ See Policy 3.7.2 for Airport Proximity Disclosure requirement
Light Industrial, High Intensity: food products preparation, electronic equipment, bottling plant [approx. 200 s.f./person]								3-5: Ensure intensity criteria met; bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials allowed only for on-site use; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft
Light Industrial, Low Intensity: machine shops, wood products, auto repair [approx. 350 s.f./person]								2-5: Ensure intensity criteria met; bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials allowed only for on-site use; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft 2: Locate structure max. distance from extended runway centerline where feasible
Research and Development Laboratories [approx. 300 s.f./person]								2-5: Ensure intensity criteria met; bulk storage of hazardous (flammable, explosive, corrosive, or toxic) materials allowed only for on-site use; permitting agencies to evaluate possible need for special measures to minimize hazards if struck by aircraft 2: Locate structure max. distance from extended runway centerline where feasible
Indoor Storage: wholesale sales, distribution centers, warehouses, mini/other indoor storage, barns, greenhouses [approx. 1,000 s.f./person]								2, 3, 5: Ensure intensity criteria met; ensure airspace obstruction does not occur
Outdoor Storage: public works yards, automobile dismantling								1: Not allowed in Zone 1, only in 1* 1*, 2: Ensure intensity criteria are met ³ ; ensure airspace obstruction does not occur

Table 3A, continued

Intensity/Density Criteria ¹	Airport Influence Area (See Map 3A) ²							Intensity Criteria Interpretation
	Compatibility Zones						Other Airport Environs	
	1	2	3	4	5	6		
Max. Sitewide Avg. Intensity (people/acre) Max. Single-Acre Intensity (people/acre)	0 ³ 0 ³	60 120	100 300	150 450	100 300	300 1,200	no limit	▪ All nonresidential development must satisfy both sitewide and single-acre intensity limits
Max. Sitewide Average Density (dwelling units/acre) Urban Overlay Zone (dwelling units/acre) ⁴	0	0.1 (10-ac. lot)	0.5 (2-ac. lot)	0.5 (2-ac. lot)	1.0	no limit	no limit	▪ See Policy 3.5.1(b) for single-acre density limits ▪ See Policy 3.2.3(b) for application
Open Land Requirement ⁵	all remain'g	25%	15%	15%	25%	15%	no req.	▪ See Policy 3.5.6 for application ▪ Not applicable in Urban Overlay Zone
Land Use Category	Legend (see last page for interpretation)							Additional Criteria
▪ Multiple land use categories may apply to a project ▪ Land uses not specifically listed shall be evaluated using criteria for similar uses ▪ Typical occupancy Load Factor [approx. s.f./person] indicated for certain uses ⁶	Incompatible		Conditionally Compatible		Normally Compatible		▪ Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone ▪ See Policy 3.3.6 for aviation easement dedication requirements ▪ See Policy 3.7.1 for Recorded Overflight Notification requirements ▪ See Policy 3.7.2 for Airport Proximity Disclosure requirement	
Mining and Extraction 								2-6: Generation of dust clouds, smoke, steam plumes not allowed; ensure airspace obstruction does not occur
Transportation, Communication, and Utilities								
Airport Terminals: airline, general aviation								
Transportation Stations: rail/bus stations; taxi, trucking and other transportation terminals								2-5: Ensure intensity criteria met; ensure airspace obstruction does not occur
Transportation Routes: road and rail transit lines, rights-of-way, bus stops								2: Avoid road intersections if traffic congestion occurs; ensure airspace obstruction does not occur
Auto Parking: surface lots, structures								1: Not allowed in Zone 1, only in 1* 1*, 2: Ensure intensity criteria are met ³ ; Ensure airspace obstruction does not occur
Communications Facilities: broadcast and cell towers, emergency communications 								2- 6: Allowed only if site outside zone would not serve intended public function; locate structures max. distance from extended runway centerline where feasible; ensure all facilities and associated power lines meet airspace protection criteria (height, thermal plumes, glare, etc.)

Table 3A, continued

Intensity/Density Criteria ¹	Airport Influence Area (See Map 3A) ²							Intensity Criteria Interpretation
	Compatibility Zones						Other Airport Environs	
	1	2	3	4	5	6		
Max. Sitewide Avg. Intensity (people/acre) Max. Single-Acre Intensity (people/acre)	0 ³ 0 ³	60 120	100 300	150 450	100 300	300 1,200	no limit	▪ All nonresidential development must satisfy both sitewide and single-acre intensity limits
Max. Sitewide Average Density (dwelling units/acre) Urban Overlay Zone (dwelling units/acre) ⁴	0	0.1 (10-ac. lot)	0.5 (2-ac. lot)	0.5 (2-ac. lot)	1.0	no limit	no limit	▪ See Policy 3.5.1(b) for single-acre density limits ▪ See Policy 3.2.3(b) for application
Open Land Requirement ⁵	all remain'g	25%	15%	15%	25%	15%	no req.	▪ See Policy 3.5.6 for application ▪ Not applicable in Urban Overlay Zone
Land Use Category	Legend (see last page for interpretation)							Additional Criteria
▪ Multiple land use categories may apply to a project ▪ Land uses not specifically listed shall be evaluated using criteria for similar uses ▪ Typical occupancy Load Factor [approx. s.f./person] indicated for certain uses ⁶	Incompatible		Conditionally Compatible		Normally Compatible			▪ Conditions listed below apply to uses listed as "Conditional" (yellow) for a particular zone ▪ See Policy 3.3.6 for aviation easement dedication requirements ▪ See Policy 3.7.1 for Recorded Overflight Notification requirements ▪ See Policy 3.7.2 for Airport Proximity Disclosure requirement
Power Plants: primary, peaker, renewable energy, bio-energy 								4, 5: Primary plants not allowed; peaker and renewable energy plants allowed only if site outside zone would not serve intended public function; ensure all facilities and associated power lines meet airspace protection criteria (height, thermal plumes, glare, etc.) 4: Locate structures max. distance from extended runway centerline 6: Primary plants allowed only if site outside zone would not serve intended public function
Electrical Substations 								3-5: Allowed only if site outside zone would not serve intended public function 4: Locate structures max. distance from extended runway centerline where feasible
Wastewater Facilities: treatment, disposal 								3, 4, 6, OAE: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds or provide mitigation consistent with FAA regulations ⁸
Solid Waste Disposal Facilities: landfill, incineration 								3, 4, 6, OAE: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds or provide mitigation consistent with FAA regulations ⁸
Solid Waste Transfer Facilities, Recycle Centers 								3, 4, 6: Allowed only if site outside zone would not serve intended public function; avoid new features that attract birds or provide mitigation consistent with FAA regulations ⁸

Table 3A, continued

Land Use Acceptability		Interpretation/Comments
		<i>Normally Compatible</i> Normal examples of the use are compatible with noise, safety, and airspace protection criteria. Atypical examples may require review to ensure compliance with usage intensity, lot coverage, and height limit criteria.
		<i>Conditional</i> Use is compatible if indicated usage intensity, lot coverage, and other listed conditions are met. For the purposes of these criteria, “avoid” is intended as cautionary guidance, not a prohibition of the use.
		<i>Generally Incompatible</i> Use should not be permitted under any circumstances.

Table 3A, continued

Notes

- ➔ Indicates land use that is or may be highly noise sensitive. Exercise caution with regard to approval of outdoor uses—evaluate potential for aircraft noise to disrupt the activity. Indoor uses may require addition of sound attenuation to structure. See Section 3.3 for criteria.
 - ✱ Indicates land use that may attract birds, generate dust, produce smoke or steam plumes, create electronic interference, or otherwise pose hazards to flight. See Section 3.5 for criteria.
- ¹ Residential and nonresidential uses must comply with both the “sitewide average” and “single-acre” *Density* and *Intensity* limits indicated for the *Compatibility Zone(s)* in which the *Project* is located (see Section 3.5). *Density* and *Intensity* criteria apply to all uses including ones shown as “Normally Compatible” (green) and “Conditional” (yellow). *Density* is measured in terms of number of dwelling units per acre. Usage *Intensity* calculations shall include all people (e.g., employees, customers/visitors) who may be on the property at any single point in time during typical busy periods, whether indoors or outdoors (see Policy 3.2.6). Exceptions can be made for *Rare Special Events* (e.g., an air show at the airport, street fair) for which a facility is not designed and normally not used and for which extra safety precautions can be taken as appropriate (see Policy 3.8.1). The usage *Intensities* shall be calculated in accordance with the methodologies cited in Policy 3.5.3.
 - ² *Airport Influence Area* (also referred to as the *Referral Area*) includes the area shown in **Map 3A**, in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses. The *Airport Influence Area* includes *Compatibility Zones 1* through *6* plus the *Other Airport Environs* areas underlying the *Airspace Protection Surfaces* shown in **Map 3B**.
 - ³ Within *Compatibility Zone 1**, sitewide average and single-acre intensities of up to 10 people per acre shall be allowed. See Policy 3.2.3(c).
 - ⁴ *Urban Overlay Zone* covering portions of *Compatibility Zones 3* and *4* provides exceptions to the indicated basic density criteria to reflect existing land use patterns and allow multifamily residential uses (see Policy 3.2.3(b)).
 - ⁵ Open land requirements are intended to be applied with respect to an entire zone (see Policy 3.5.6). This is typically accomplished as part of a local general plan or specific plan but may also apply to large (10 acres or more) development *Projects*. Providing open land is not required in the *Urban Overlay Zone*.
 - ⁶ *Occupancy Load Factors* [approximate number of square feet per person] cited for many listed land use categories are based on information from various sources and are intended to represent “typical busy-period” usage (or “peak” usage) for typical examples of the land use category. These *Occupancy Load Factors* differ from those provided in the California Building Code (CBC), as the CBC considers the absolute maximum number of people that can be safely accommodated in a building. See Policy 3.5.3.
 - ⁷ The 35-foot height criterion is an evaluation threshold. Objects shorter than 35 feet do not pose airspace protection issues in these zones. Objects 35 feet high or taller should be evaluated to ensure compliance with airspace protection criteria.
 - ⁸ No proposed *Project* shall be allowed that would create an increased attraction for wildlife and that is inconsistent with FAA rules and regulations including, but not limited to, FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports* and Advisory Circular 150/5200-34A, *Construction or Establishment of Landfills near Public Airports*. Of particular concern are landfills and certain recreational or agricultural uses that attract large flocks of birds that pose bird strike hazards to aircraft in flight. See Policy 3.6.4.
 - ⁹ Specific characteristics to be avoided include: sources of glare (such as from mirrored or other highly reflective structures or building features) or bright lights (including search lights and laser light displays); distracting lights that could be mistaken for airport lights; sources of dust, steam, or smoke that may impair pilots’ vision; sources of steam or other emissions that cause thermal plumes or other forms of unstable air; and sources of electrical interference with aircraft communications or navigation. See Policy 3.6.4.
 - ¹⁰ Clustering of residential development is permitted. However, no single acre of a project site shall exceed 1.5 times the average allowed *Density* for the respective zone, including the *Urban Overlay Zone*. See Policy 3.5.1.
 - ¹¹ Family day care home means a home that regularly provides care, protection, and supervision for 14 or fewer children, in the provider’s own home, for periods of less than 24 hours per day. Small family day care homes provide care for eight or fewer children and large family day care homes provide care for 7 to 14 children (Health and Safety Code Section 1596.78).

Table 3A, continued

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Zone	Noise and Overflight Factors	Safety and Airspace Protection Factors
1 and 1* Runway Protection Zone	<i>Noise Impact: Very High</i> Mostly above CNEL 60 dB, particularly when Cal Fire aircraft operate	<i>Risk Level: Very High</i> - Defined by Handbook Safety Zone 1 as modified to reflect Runway Protection Zones (RPZs) from 2016 Airport Layout Plan (ALP) - UKIALUCP Zone 1* encompasses RPZs for 5,000-foot runway - Aircraft on very close final approach or departure; nearly 20% of near-runway general aviation accidents occur in this zone - Aircraft at altitudes of less than 200 feet above runway - Object heights restricted to <35 feet in some areas
2 Inner Approach/ Departure Zone	<i>Noise Impact: High</i> - Typically above CNEL 60 dB, particularly when Cal Fire aircraft operate - Single-event noise sufficient to disrupt a wide range of land use activities including indoors if windows open	<i>Risk Level: High</i> - Define by Handbook Safety Zone 2 for existing runway configuration - Aircraft overflying at low altitudes on final approach and straight-out departures—typically only 200 to 400 feet above the runway elevation - Some 8% to 22% of near-runway general aviation accidents occur in this zone - Object heights restricted to <35 feet in some areas
3 Inner Turning Zone	<i>Noise Impact: Moderate</i> - May exceed CNEL 55 dB, particularly when Cal Fire aircraft operate - Single-event noise sufficient to disrupt noise-sensitive land uses	<i>Risk Level: Moderate to High</i> - Defined by Handbook Safety Zone 3 - Aircraft—especially smaller, piston-powered aircraft—turning base to final on landing approach or initiating turn to en route direction on departure; aircraft altitude typically less than 500 feet above runway, particularly on landing - About 4% to 8% of near-runway general aviation accidents occur in this zone - Object heights restricted to <35 feet in some areas
4 Extended Approach/ Departure Zone	<i>Noise Impact: Moderate</i> - May exceed CNEL 55 dB, particularly when Cal Fire aircraft operate - Single-event noise sufficient to disrupt noise-sensitive land uses	<i>Risk Level: Moderate</i> - Define by Handbook Safety Zone 4 and northerly portion of Safety Zone 2 for future runway configuration - Aircraft on approach typically less than traffic pattern altitude (less than 1,000 feet above runway) - About 2% to 6% of near-runway general aviation accidents occur in this zone - Object heights restricted to <100 feet in some areas
5 Sideline Zone	<i>Noise Impact: Moderate to High</i> - Mostly above CNEL 55 dB - Single-event noise sufficient to disrupt noise-sensitive land uses	<i>Risk Level: Low to Moderate</i> - Defined by Handbook Safety Zone 5 - Area not normally overflown; primary risk is with aircraft (especially twins) losing directional control on takeoff, excessive crossing gusts or engine torque - About 3% to 5% of near-runway general aviation accidents occur in this zone - Object heights restricted to <35 feet in some areas
6 Traffic Pattern Zone	<i>Noise Impact: Low</i> - Typically below CNEL 55 dB - Aircraft typically at or below 1,000-foot traffic pattern altitude - Noise more of a concern with respect to individual loud events than with cumulative noise contours; frequent individual noise events sufficient to intrude upon indoor activities	<i>Risk Level: Low</i> - Defined by Handbook Safety Zone 6 - Includes areas within the standard traffic pattern and pattern entry routes; aircraft altitude typically 1,000 to 1,500 feet above runway - Risk is a factor for highly risk-sensitive uses (e.g., very high-intensity uses, children's schools, hospitals, bulk storage of highly hazardous materials) - Some 18% to 29% of near-runway general aviation accidents occur here; but the large area encompassed means a low likelihood of accident occurrence in any given location - Airspace concern is generally with object heights >100 feet above runway elevation

Table 3B

Compatibility Zone Delineation

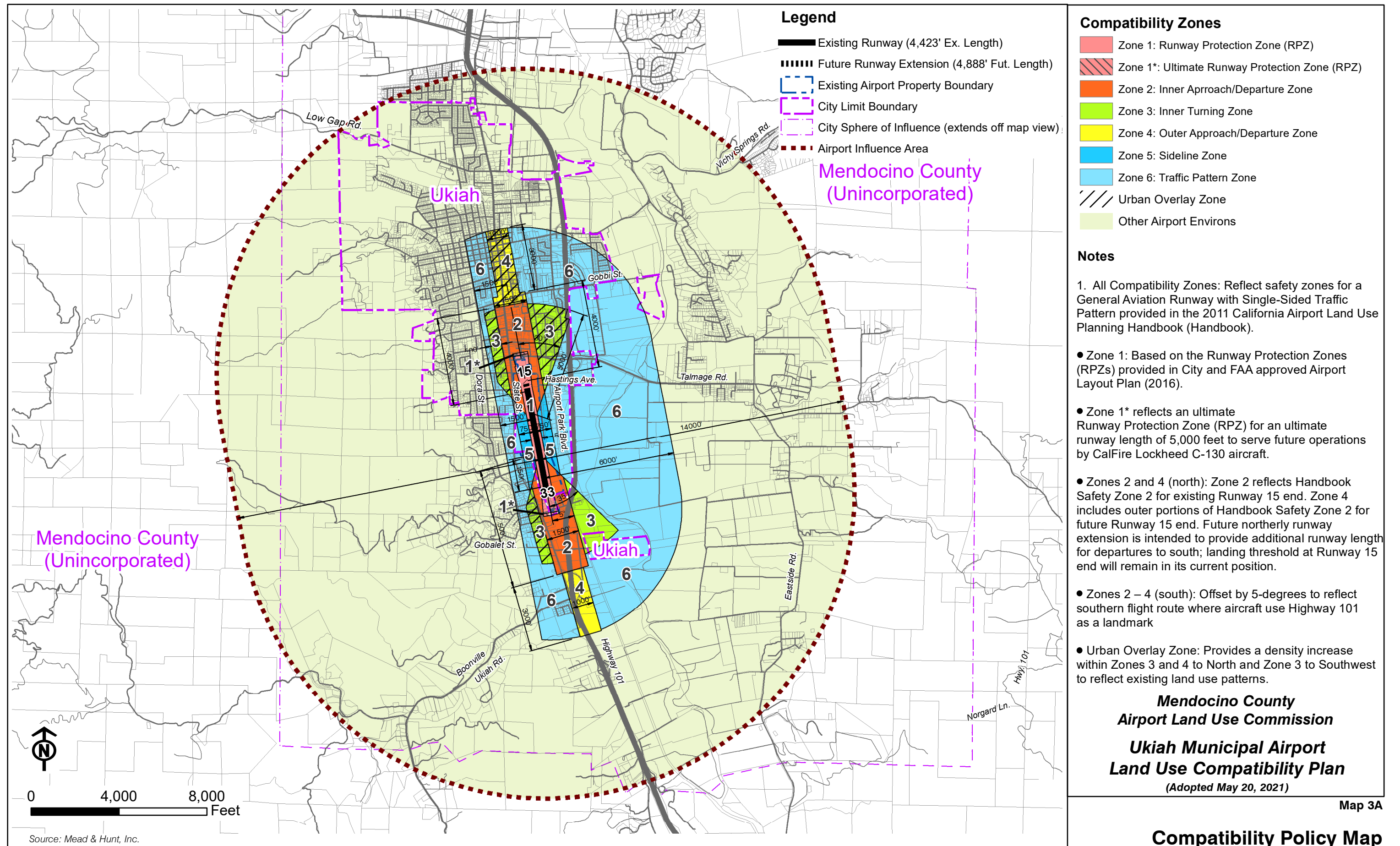
Zone	Noise and Overflight Factors	Safety and Airspace Protection Factors
OAE Other Airport Environs Zone	<i>Noise Impact: Low</i> - Beyond the 55-CNEL contour - Occasional overflights intrusive to some outdoor activities	<i>Risk Level: Low</i> - Includes remainder of area within the CFR Part 77 conical surface which defines the Airport Influence Area - Airspace concern is generally with object heights >100 feet above runway elevation
UO Urban Overlay Zone	<i>Noise Impact: Low</i> - Beyond the 55-CNEL contour - Reflects relatively high ambient noise level of urbanized area	<i>Risk Level: Moderate</i> - Includes Zones 3 and 4 to north (within City of Ukiah) and Zone 3 to southwest (within unincorporated Mendocino County) - Risk concern is primarily with uses for which potential consequences are severe (e.g. very-high-intensity activities in a confined area) - Object heights restricted to <35 feet in some areas
ACP Airspace Critical Protection Zone	<i>Noise Impact: Low</i> Individual noise events slightly louder because high terrain reduces altitude of overflights	<i>Risk Level: Moderate to High</i> - Modest risk because high terrain constitutes airspace obstruction - Key concern is tall single objects (e.g., antennas)
AHT Airspace High Terrain Zone	<i>Noise Impact: Low</i> Individual noise events slightly louder because high terrain reduces altitude of overflights	<i>Risk Level: Moderate</i> - Modest risk because high terrain constitutes airspace obstruction - Key concern is tall single objects (e.g., antennas)

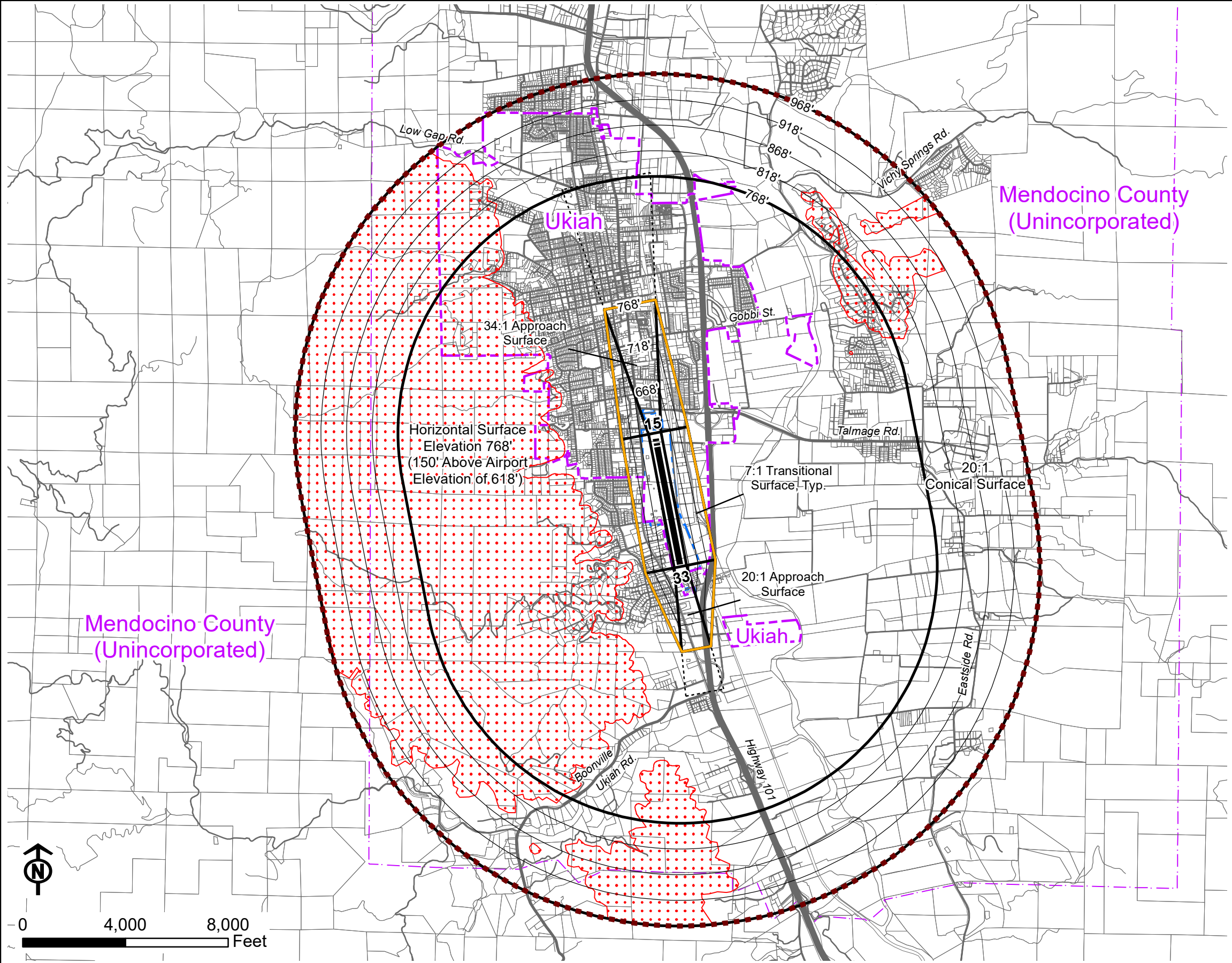
Notes:

- Handbook Safety Zone Source: California Airport Land Use Planning Handbook (2011).

Table 3B (Continued)

Compatibility Zone Factors





Legend

- Existing Runway (4,423' Ex. Length)
- Future Runway Extension (4,888' Fut. Length)
- Existing Airport Property Boundary
- City Limit Boundary
- City Sphere of Influence (extends off map view)
- Airport Influence Area

Airspace Obstruction Surfaces¹

- Airspace Protection Zones
- Airspace Protection Surface Contour (50' interval)
- Airspace Critical Protection Zone
- Airspace High Terrain Zone

Notes

1. Source: Title 14 Code of Federal Regulation Part 77, Safe, Efficient Use and Preservation of Navigable Airspace as applied to Ukiah Municipal Airport future runway length.

Mendocino County
Airport Land Use Commission
Ukiah Municipal Airport
Land Use Compatibility Plan
(Adopted May 20, 2021)

Map 3B

Airspace Protection Zones
Ukiah Municipal Airport

Source: Mead & Hunt, Inc.

CHAPTER 4



BACKGROUND DATA



MENDOCINO COUNTY AIRPORT LAND USE COMMISSION

Airport Land Use Compatibility Plan

Background Data: Ukiah Municipal Airport and Environs

INTRODUCTION

Ukiah Municipal Airport is owned and operated by the City of Ukiah and is located within the southern part of the city limits approximately 0.3 miles west of State Highway 101. Ukiah is situated within the southeastern corner of Mendocino County and is surrounded by hills to the west and south, Lake Mendocino to the northeast, and the Mayacamas Mountains to the east.

Land uses near the airport are low-to-moderate-density urban to the north and west as well as immediately to the east between the airport and highway. The city center is located to the north of the airport. The areas south and east are mostly in unincorporated Mendocino County and dedicated to agriculture and commercial development. The City's sphere of influence shows future annexation to the north and west.

Construction of the Ukiah Municipal Airport began in 1942 and included a single 4,000-foot by 150-foot runway and a 50-foot-wide parallel taxiway. In 1954, the runway was extended to 5,000 feet. In 1986, the Runway 15 threshold was relocated southward to meet Federal Aviation Administration (FAA) requirements. The current length of the runway is 4,423 feet. Runway 15 is served with a straight-in, non-precision instrument approach procedure. Runway 33 is served with circle-to-land procedures. The airport presently occupies 160 acres.

Available information suggests that the southward shift of the approach end of Runway 15 was done to provide standard approach surface clearances over the adjacent street (Hastings Avenue). The abandoned portion of the runway was converted to an aligned taxiway. It is unclear why a displaced threshold was not used. In 2015, a planning effort was undertaken to update the Airport Layout Plan (ALP) in advance of a runway pavement rehabilitation project. As part of that ALP, the FAA requested a modification to the aligned taxiway leading to the Runway 15 approach end. The accepted solution was to plan for an eventual shift of the runway end 465 feet to the north utilizing a displaced landing threshold, situated where the current runway end is established, to maintain required clearances over Hastings Avenue. In 2016, the FAA approved and the City of Ukiah adopted the ALP with the proposed 465-foot northerly extension to Runway 15-33. The 2016 approved ALP depicts a future runway length of 4,888 feet and a runway width reduced from 150 feet to 75 feet in accordance with current FAA standards. The Caltrans Division of Aeronautics accepted the ALP in May 2019 as the basis of this *UKLALUCP*.

As shown on the ALP, this proposed extension results in a future Runway Protection Zone (RPZ) that extends farther to the north than the existing RPZ. Given the trapezoidal shape of the RPZ, the existing RPZ encompasses narrow strips of land outside the edges of the future RPZ. The Airport Land Use Compatibility Plan (ALUCP) compatibility zones protect both the existing and future Ukiah Municipal Airport RPZs. At such time as the runway extension has been constructed and the “future” RPZ becomes the “existing” RPZ, the present RPZ can be eliminated from the *UKLALUCP*.

In November 2020, the Ukiah City Council approved a recommendation to the ALUC that the *UKLALUCP* protect for an ultimate 5,000-foot runway to accommodate operations by CalFire Lockheed C-130 fire attack aircraft. The City’s recommendation is reflected in the compatibility map and criteria contained in Chapter 3 of this *UKLALUCP* by addition of a Compatibility Zone 1* beyond Zone 1 at each end of the runway. Inclusion of a Compatibility Zone 1* at both runway ends rather than just one preserves the option for the additional runway length to be provided on either the north or the south. Each of the 1* zones encompasses the outer 112 feet of the RPZ associated with a 5,000-foot runway length extended in one direction or the other.

Although this runway length is not specifically depicted in the 2016 ALP, the drawing indicates that City either owns outright or controls avigation easements on the lands that would be within an ultimate RPZ at either end of the runway. Also, land uses within these areas have been restricted under the 1996 ACLUP for the airport where they are shown as lying within Zone A*. The 2021 *UKLALUCP* brings forward the 1996 criteria only to the areas that would be within the shifted RPZs, not the remainder of the former Zone A* areas.

Besides the RPZ, the proposed extension also impacts other aeronautical factors, specifically airspace protection and noise, that directly affects this *UKLALUCP*. The shifted runway end will change the future location of Code of Federal Regulation (CFR) Part 77 Airspace Protection Surfaces. This change is reflected in the 2016 ALP drawing set and is brought forward into this *UKLALUCP* along with the surfaces associated with the existing runway configuration. The outermost boundary of the Part 77 surfaces for the 4,888-foot runway length comprises the Airport Influence Area shown in Chapter 3 and in this chapter’s maps. Use of the surfaces associated with a 5,000-foot runway would have insignificant effect on allowable heights of objects near the airport other than potentially within Compatibility Zones 1 and 1*.

Noise contours also differ slightly between the current and 4,888-foot runway configurations. With the future runway end shift, aircraft will begin their takeoff roll on Runway 15 farther north. This slightly increases noise impacts behind the aircraft to the north and reduces the impact beyond the departure end of the runway to the south. Because the Runway 15 landing threshold will remain in the same place as it now is, noise impacts of aircraft landing from the north on Runway 15 will not change. The impacts of aircraft taking off toward the north on Runway 33 will also not be affected. Given that the slight increase in noise impacts is to the north where land use development is greater than to the south, the noise contours utilized in this *UKLALUCP* and shown in Exhibit 4-4 reflect the 4,888-foot runway configuration. The noise impacts associated with a 5,000-foot runway would differ very little from those of the 4,888-foot length if the same mix of aircraft is assumed. Use of the C-130 may somewhat expand the noise contours, but this could be counterbalanced if fewer operations are needed because of the greater fire retardant capacity of these aircraft compared to the current S-2T fleet.

Additional changes proposed on the 2016 ALP include a fee simple land acquisition of approximately 1.4 acres and avigation easement acquisition of 4.2 acres of land to the north of the runway. These acquisitions will occur in the future and protect the area for the northerly runway extension.

The airport is a non-towered general aviation facility; therefore, precise operational statistics are not available. Data on current activity levels, fleet mix, and flight patterns were established through conversations with airport management. Discussions with airport management indicate that operations can vary greatly day-to-day, dependent on the season. The airport serves as a CalFire Air Attack Base. Throughout fire season, CalFire uses the airport to assist in battling wild and forest fires in the region. The airport is also used for flight training in the area, which is most active during the summer months. This *UKLALUCP* takes into account potential long-term growth in airport activity as well as the noise impacts associated with busy fire attack aircraft activity.

The following exhibits illustrate the compatibility factors and background information that serve as the basis for this *Ukiah Municipal Airport Land Use Compatibility Plan*.

- **Exhibit 4-1: Airport Features Summary.** Presents information pertaining to the airport configuration, operational characteristics, and applicable planning documents.
- **Exhibit 4-2: Airport Layout Plan.** The 2016 FAA-approved ALP, which was accepted by the Caltrans Division of Aeronautics as the basis of this *UKLALUCP* in May 2019, depicts the existing and proposed future configuration of the airfield and airport building areas. It reflects proposed future aviation compatible commercial and industrial areas as well as non-aviation commercial areas. Proposed facility improvements include a proposed tiedown apron, fuel farm, box hangars, and helicopter parking spaces.
- **Exhibit 4-3: Airport Activity Data Summary.** This table summarizes existing and forecast airport activity data. Airport records indicate approximately 15,458 annual operations and 78 based aircraft as of April 2019. The 2016 ALP effort did not include an update to aviation activity forecasts. The 15,458 annual operations count has been provided and confirmed by Ukiah Airport Management. This *UKLALUCP* assumes 30,916 annual operations at the end of the 20-year planning period. This represents a theoretical maximum for compatibility planning purposes.
- **Exhibit 4-4 through 4-7: Compatibility Factors.** Depicts the extents of the four compatibility factors upon which the *Compatibility Zones* for Ukiah Municipal Airport were derived. The four compatibility factors are defined by:
 - *Noise* – Future noise contours reflecting an aircraft activity forecast level of 30,916 annual operations. The *Compatibility Zones* also consider the CalFire noise contours representing a typical fire event day with 44 departures and 44 arrivals split evenly between Runways 15 and 33. The aircraft type modeled is the Grumman S-2 Tracker (S-2T).
 - *Safety* – Generic safety zones provided in the California Airport Land Use Planning Handbook (October 2011) are applied to the existing and future runway configurations in the following manner:
 - Runway 15/33: Safety zones for a medium general aviation runway (length 4,000 feet to 5,999 feet) are applied to the existing (4,423-foot) and future (4,888-foot) runway configurations.
 - North Side Traffic Pattern: Although a future northerly extension of Runway 15 is proposed in the 2016 ALP, the landing threshold will be conterminous with the existing runway end. As such, Zone 2 is based on the existing runway configuration. Zone 4 is enlarged to include the northly portion of Zone 2 for the future runway configuration.
 - East Side Traffic Pattern: Consistent with state guidance, safety zones on the west side of the airport have been adjusted to reflect the airport's single-sided traffic pattern on the east side of

the airport, which is necessitated by high terrain located to the west. Accordingly, Zone 3 is truncated, and Zone 6 is omitted.

- Southern Traffic Pattern: Safety zones south of the approach end of Runway 33 are angled 5 degrees to the east to reflect the common practice used by pilots whereby pilots align with Highway 101 when departing to the south or on approach to Runway 33.
- *Overflight* – Primary traffic patterns reflecting where aircraft operating at the airport routinely fly.
- *Airspace Protection* – Outer boundary of the Obstruction Surfaces as defined by Code of Federal Regulation (CFR) Part 77, *Safe, Efficient Use and Preservation of the Navigable Airspace*. Surfaces associated with both the existing and future 4,888-foot runway configurations are depicted. The surfaces for an ultimate 5,000-foot runway are not shown.
- **Exhibit 4-8: Airport Environs Information.** Summarizes information about current land uses in the environs of the Ukiah Municipal Airport. The status of local general plans and airport land use compatibility policies contained in those plans are also summarized.
- **Exhibit 4-9: County of Mendocino General Plan Land Uses.** Shows the planned land use designations as reflected in the Mendocino County General Plan (adopted August 2009).
- **Exhibit 4-10: City of Ukiah General Land Uses.** Shows planned land use designations as reflected in the Ukiah Valley General Plan and Growth Management Program (adopted December 6, 1995).

GENERAL INFORMATION

- *Airport Ownership:* City of Ukiah
- *Property Size:* 160 acres
- *Airport Classification:* General Aviation, regional use
- *Airport Elevation:* 616.8 MSL

AIRPORT PLANNING DOCUMENTS

- Airport Master Plan (July 1996)
- Airport Layout Plan (April 2015; FAA approval January 2016)

RUNWAY/TAXIWAY DESIGN

Runway 15/33

- *Critical Aircraft:* Beech King Air 200
- *Airport Category/Design Group:* Airport Reference Code B-II
- *Dimensions:* 4,423 ft. long, 150 feet wide
- *Pavement Strength (main landing gear configuration)*
 - Single wheel: 28,000 lbs
- *Average Gradient:* 0.3% (rising to north)
- *Runway Lighting:* MIRL
 - Runway 15/33: REIL & VASI
 - Runway 15: REIL Runway 33
- *Primary Taxiways:* 50-foot wide parallel taxiway

APPROACH PROTECTION

- *Runway Protection Zones (RPZs)*
 - Runway 15: 500 ft. x 700 ft. x 1,000 ft.
 - Runway 33: 500 ft. x 700 ft. x 1,000 ft.
- *Approach Obstacles*
 - Runway 15: 27 ft. trees, 950 ft from runway, 190 ft. right of centerline, 27:1 slope to clear
 - Runway 33: 27 ft. trees, 700 ft. from runway, 135 ft. left of centerline, 18:1 slope to clear

TRAFFIC PATTERNS AND APPROACH PROCEDURES

- *Airplane Traffic Patterns*
 - Left traffic on Runway 15; right traffic on Runway 33
 - Pattern altitude: 800 feet AGL
- *Instrument Approach Procedures*
 - Runway 15 LOC (nonprecision):
 - Straight-in: 1 1/4 mile visibility, 1,800 ft. min. descent ht.
 - Missed approach turns east
 - Circling (1 1/4 mi. visibility, 1,800 ft. min. descent height)
 - Runway 33 VOR (nonprecision):
 - Approach course from southeast (022°)
 - Circling: 1 1/4 mile visibility, 2,800 ft. min. descent ht.
 - Runway 33 RNAV (GPS):
 - Approach course from south
 - Circling: 1 1/4 mile visibility, 2,000 ft. min descent ht.
- *Visual Approach Aids*
 - Airport: Beacon
 - Runway 15: VASI 4L, REIL
 - Runway 33: REIL
- *Other*
 - CalFire Air Attack/Helitack Base located on Airport property.

BUILDING AREA

- *Location*
 - Most facilities west of Runway 15/33
- *Aircraft Parking Capacity*
 - Four primary tie-down areas; 65 spaces
 - Two T-hangar buildings; appx. 20 aircraft
 - One shade hangar; 14 aircraft
 - One primary auto parking area; appx. 75 spaces
- *Other Major Facilities*
 - City limits are predominately to the northwest
 - South and east area is dedicated to agriculture and commercial development
 - Highway 101 less than one mile to the east of the airport
- *Services*
 - Airport has one fixed base operator (City of Ukiah)
 - Aviation gasoline (self-service available)
 - 100LL and Jet A
 - Aircraft rental; flight instruction; pilot supplies

PLANNED FACILITY IMPROVEMENTS

- *Airfield*
 - Extend runway 465 feet to north to 4,888 feet
 - Acquire Fee Simple of 6.7 acres
 - Acquire Avigation Easement of 1.5 acres
 - Preserve option of extending runway to 5,000 feet
- *Building Area*
 - Tiedown Apron
 - Fuel Farm
 - Wash Rack
 - PAPI
 - Box Hangars
 - Helicopter Parking Spaces
- *Approach Protection*
 - None

Notes

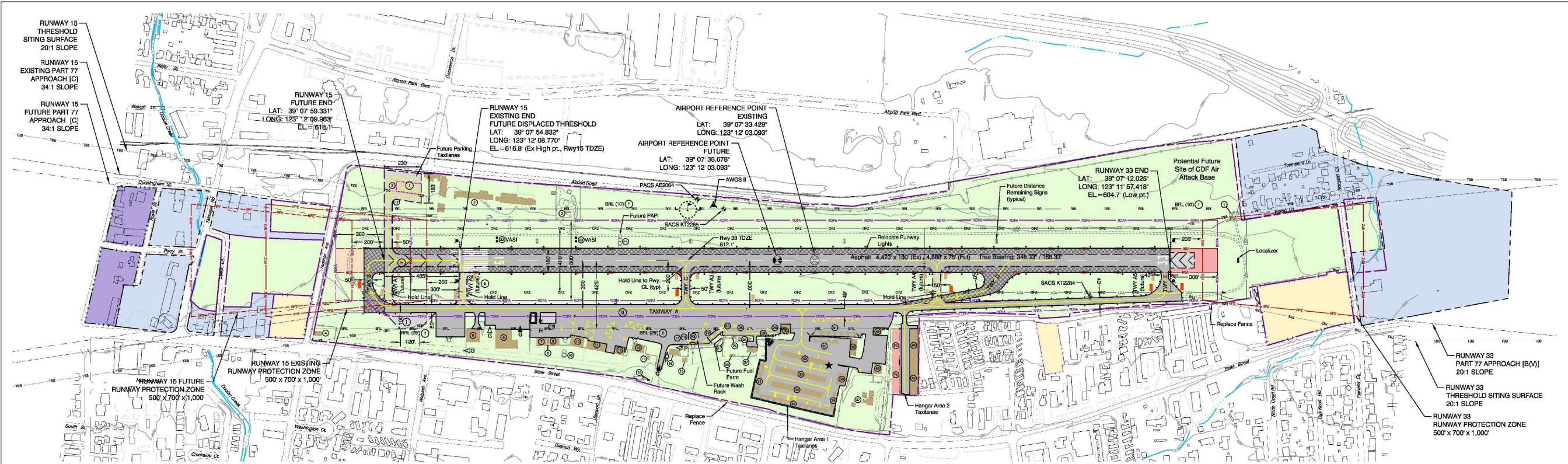
Sources: Data Compiled by Mead & Hunt (March 2019); Airport Layout Plan (1996), FAA 5010, AIRNAV, City of Ukiah.

Exhibit 4-1

Airport Features Summary

Ukiah Municipal Airport

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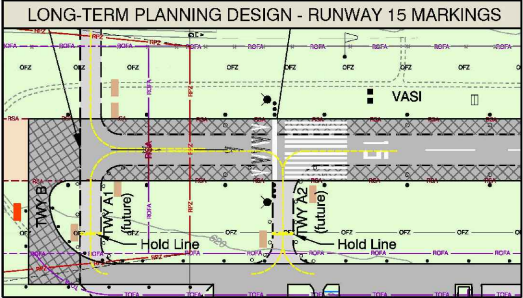
DRAWING LEGEND		
	EXISTING	FUTURE
ACTIVE AIRFIELD PAVEMENT		
PAVEMENT TO BE REMOVED	N/A	
AIRPORT PROPERTY		
AVIGATION EASEMENT		
EXISTING AV. EASEMENT / FUTURE PROPERTY		
AIRPORT REFERENCE POINT		
RUNWAY SAFETY AREA		
RUNWAY PROTECTION ZONE		
RUNWAY OBJECT FREE AREA		
OBSTACLE FREE ZONE		
PART 77 RUNWAY APPROACH SURFACE		
THRESHOLD SITING SURFACE		
TAXIWAY OBJECT FREE AREA		
LOCALIZER CRITICAL AREA		
BUILDING RESTRICTION LINE		
BUILDING - ON AIRPORT		
BUILDING - OFF AIRPORT		
BUILDING - OFF AIRPORT, TO BE REMOVED	N/A	
PAVED ROAD		
AIRPORT SERVICE ROAD - PAVED		
AIRPORT SERVICE ROAD - GRAVEL		
FENCE		
VEHICLE GATE/PEDESTRIAN GATE		
WIND CONE		
AIRFIELD SIGNS		
VASI (VISUAL APPROACH SLOPE INDICATOR)		
PAPI (PRECISION APPROACH PATH INDICATOR)		
AIRFIELD LIGHTS: SINGLE/GROUP/RELS		
BEACON		
YELLOW CHEVRON MARKINGS		
UTILITY POLE		
SECURITY LIGHTING		
DISTANCE REMAINING SIGN		
TOPOGRAPHIC CONTOURS		
MONUMENT		
WATERWAY / CULVERT		
HELICOPTER PAD		
SECTION CORNER		

AIRPORT DATA		
	EXISTING	FUTURE
AIRPORT REFERENCE CODE	B-II-5000	No Change
MEAN MAX. TEMP. (Hottest Month) (d)	92.7° F (July)	No Change
AIRPORT ELEVATION (Above Mean Sea Level) (c)	617.0'	618.1'
AIRPORT NAVIGATIONAL AIDS	Localizer, Vortac, GPS, Beacon, VASI, REILs, ASOS	Sense + PAPI replacing VASI
AIRPORT REFERENCE POINT (b)	LATITUDE: 39° 07' 33.429" N LONGITUDE: 123° 12' 03.093" W	LATITUDE: 39° 07' 35.678" N LONGITUDE: 123° 12' 03.093" W
MISCELLANEOUS FACILITIES	Fuel (100LL + JET-A), powerplant & airplane service, FBOs	No Change
CRITICAL AIRCRAFT	Beech King Air 200	No Change
MAGNETIC VARIATION (e)	14° 17' 35" E (April 2014)	Moving 0° 6.9" W / Year
NPIAS SERVICE LEVEL	General Aviation	No Change
STATE SERVICE LEVEL	Regional	No Change
AIRPORT ACREAGE	Fee Simple: 160.2 acres Avigation Easement: 40.9 acres	166.9 acres 39.4 acres

LAYOUT PLAN NOTES	
• ALP prepared using design criteria from FAA Advisory Circulars 150/5300-13A Change 1, "Airport Design", 150/5070-6A, "Airport Master Plans" and Part 77 of the Federal Aviation Regulations (FAR), "Safe, Efficient Use, and Preservation of the Navigable Airspace."	
(a) The proposed 465 foot runway extension project identified herein is for long-term planning purposes only. This proposed project shall not be undertaken without prior NEPA environmental processing and written FAA approval. Precondition will include FAA Forecast approval and FAA approval of airfield standard design.	
(b) All coordinates NAD83. Horizontal data source: AGIS Survey by Woolpert, March 2009.	
(c) All elevations NAVD83. Data source: AGIS Survey by Woolpert, March 2009.	
(d) Temperature Source: Western Regional Climate Center. Station #049122, Ukiah, California.	
(e) Magnetic Declination Source: NOAA, National Geophysical Data Center.	
(f) The building restriction line (BRL) is based on a composite of airfield design setbacks such as the taxiway object free area (TOFA) and Part 77 airspace surfaces. Allowable building elevations above ground level are noted at each line: 25 feet above runway elevation on west side of runway, and 10 feet above runway elevation on east side of runway.	
(g) Taxiway object free area (TOFA) from Taxiway A centerline is based on critical aircraft wingspan. Taxiway centerline to object separation equal to 0.7 times the critical aircraft wingspan plus 10 feet: $[0.7(54.57)+10]=49$ feet. Wing tip clearance equal to 0.2 times the wingspan plus 10 feet: $[0.2(54.57)+10]=21$ feet.	
(h) Future chevrons shown as near-term marking solution. See inset below for long-term marking design.	
(i) Proposed tie-down apron is depicted for long-term planning purposes only.	
(j) Proposed run-up apron is depicted for long-term planning purposes only.	
(k) Proposed New Taxiway A2 to existing Runway 15 end threshold and new chevrons aft of existing Runway 15 end will correct and eliminate the non-standard aligned taxiway design.	

EXISTING BUILDING AND FACILITY LEGEND			
EXISTING FACILITIES	ELEVATION	EXISTING FACILITIES	ELEVATION
(1) Localizer Equipment Building	614'	(17) Covered Picnic Area	635'
(2) City of Ukiah - Corporate Yard	632'	(18) Storage	625'
(3) Fuel Storage Tank	620'	(19) Commercial Building	640'
(4) Commercial Building	641'	(20) Portable Office	636'
(5) Box Hanger	642'	(21) Storage	631'
(6) FBO (2)	642'	(22) VASI (visual approach slope indicator)	617'
(7) FBO	644'	(23) Covered Storage	627'
(8) Portable Office	635'	(24) Electrical Vault	625'
(9) Box Hanger	644'	(25) Storage	625'
(10) Airport Maintenance	643'	(26) Fire Retardant Storage	625'
(11) FBO (2)	642'	(27) FBO Offices	643'
(12) Box Hanger	639'	(28) Portable T-hanger	630'
(13) Airport Administration	644'	(29) Storage	623'
(14) Storage Building	644'	(30) Box Hanger	639'
(15) Electrical Vault and Future Standby Generator	641'	(31) Portable T-hangers	635'
(16) Commercial Building	641'	(32) T-hangers (10)	634'

FUTURE FACILITIES	
(1) Proposed Tie-down Apron	
(2) Future Fuel Farm	
(3) Future Wash Rack	
(4) Future PAPI	
(5) Future Box Hangers	
(6) Future Helicopter Parking Spaces	



Accepted by Caltrans Division of Aeronautics as basis of ALUCP on 5/23/19

SUBMITTED BY:			
By	Date		
FAA Approval Space			
UKIAH MUNICIPAL AIRPORT UKIAH, CALIFORNIA			
AIRPORT LAYOUT PLAN			
Mead & Hunt		133 Aviation Boulevard, Suite 100 Santa Rosa, California 95403 (707) 526-5010 Fax (707) 526-9721 www.meadhunt.com	
DESIGN: CS/BM		DRAWN: TE/DS	DATE: April 2015
SHEET 2 OF 11			

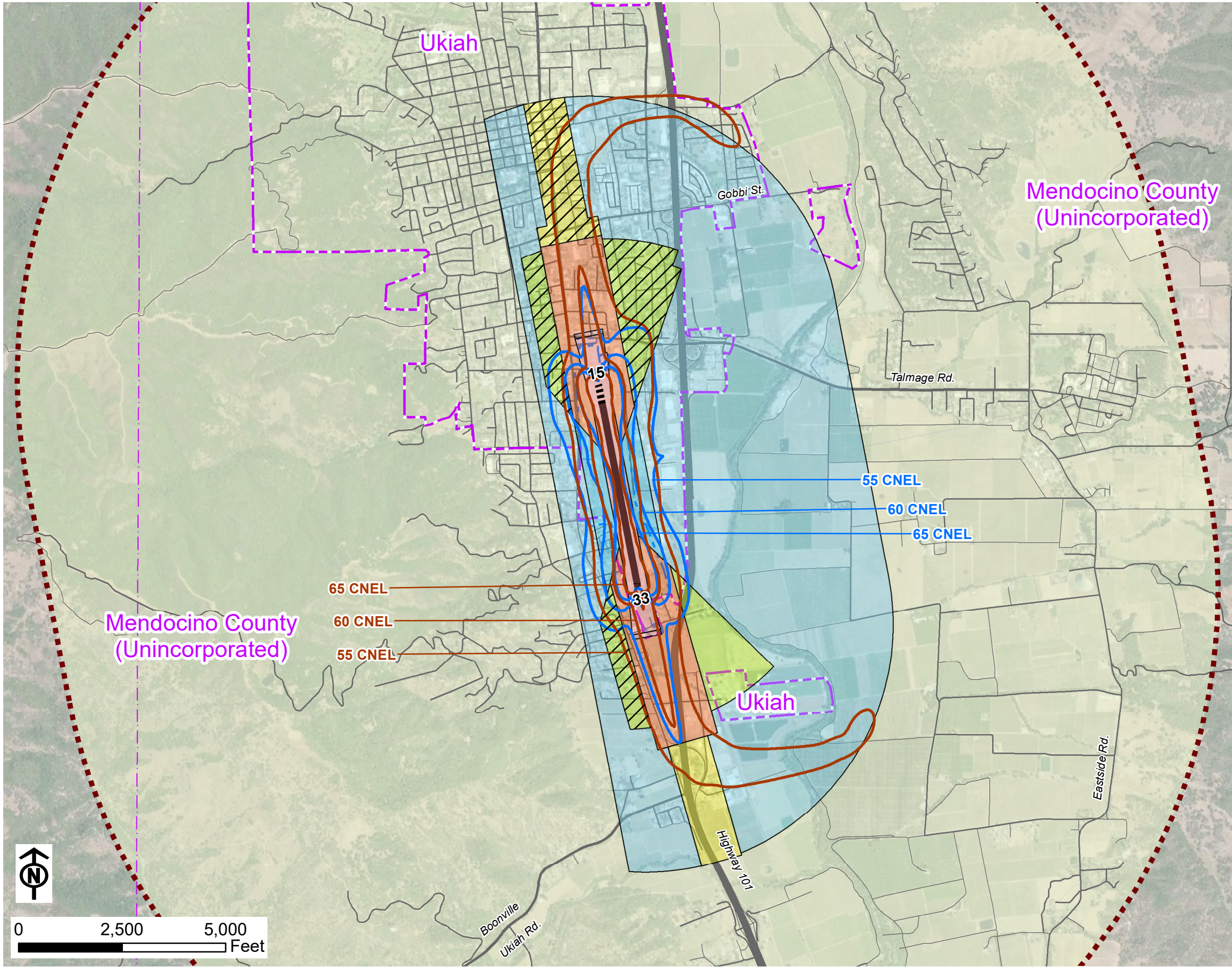
BASED AIRCRAFT			RUNWAY USE DISTRIBUTION		
	Current ^c 2019	Future ^a 2039		Current	Future
<i>Aircraft Type</i>			<i>Takeoffs & Landings</i>		
Single-Engine	70	70	Single-Engine Aircraft		
Multi-Engine	2	2	Runway 15	50%	50%
Jet	0	0	Runway 33	50%	50%
Helicopters	2	2	Twin-Engine & Business Jet Aircraft		
Gliders	1	1	Runway 15	50%	50%
Military	0	0	Runway 33	50%	50%
Ultra-Light	3	4			
Total	78	79			
AIRCRAFT OPERATIONS			TIME OF DAY DISTRIBUTION		
	Current ^c 2019	Future ^a 2039		Day	Evening Night
<i>Total</i>			Single-Engine Aircraft	95%	4% 1%
Annual	15,458	30,916	Twin-Engine Aircraft &	95%	4% 1%
Average Day, Annual	42	85	Business Jet Aircraft		
<i>Distribution by Operation Type^c</i>			FLIGHT TRACK USAGE^b		
Local (incl. touch-and-goes)	38%	No	<i>All Aircraft</i>		
Itinerant	62%	Change	▪ Left traffic on Runway 15; right traffic on Runway 33		
<i>Distribution by Aircraft Type^a</i>			▪ Noise abatement departure procedure in effect for departures on Runway 33		
General Aviation					
Single-Engine Piston	77%				
Single-Engine Turbine	9%				
Twin-Engine Piston	1%				
Jet	<1%	No			
Helicopter	6%	Change			
Gliders	<1%				
Military	<1%				
Ultra-Light	<1%				
Fire Attack	6%				
Notes					
^a Source: Prepared by Mead & Hunt, 2019					
^b Source: Ukiah Municipal Airport Master Plan (1996)					
^c Source: FAA 5010 Airport Master Record (2019)					
Source: Data Compiled by Mead & Hunt (May 2019)					

Exhibit 4-3

Airport Activity Data Summary

Ukiah Municipal Airport

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Source: Mead & Hunt, Inc.

Legend

- Existing Runway (4,423' Ex. Length)
- Future Runway Extension (4,888' Fut. Length)
- Existing Airport Property Boundary
- City Limit Boundary
- City Sphere of Influence (extends off map view)
- Airport Influence Area³

Compatibility Zones

- Zone 1: Runway Protection Zone (RPZ)
- Zone 1*: Ultimate Runway Protection Zone (RPZ)
- Zone 2: Inner Approach/Departure Zone
- Zone 3: Inner Turning Zone
- Zone 4: Outer Approach/Departure Zone
- Zone 5: Sideline Zone
- Zone 6: Traffic Pattern Zone
- Urban Overlay Zone
- Other Airport Environs

Airport Noise Contours

- Avg. Annual Day (30,916 Future Annual Ops)¹
- Cal Fire Typical Fire-Event Day²

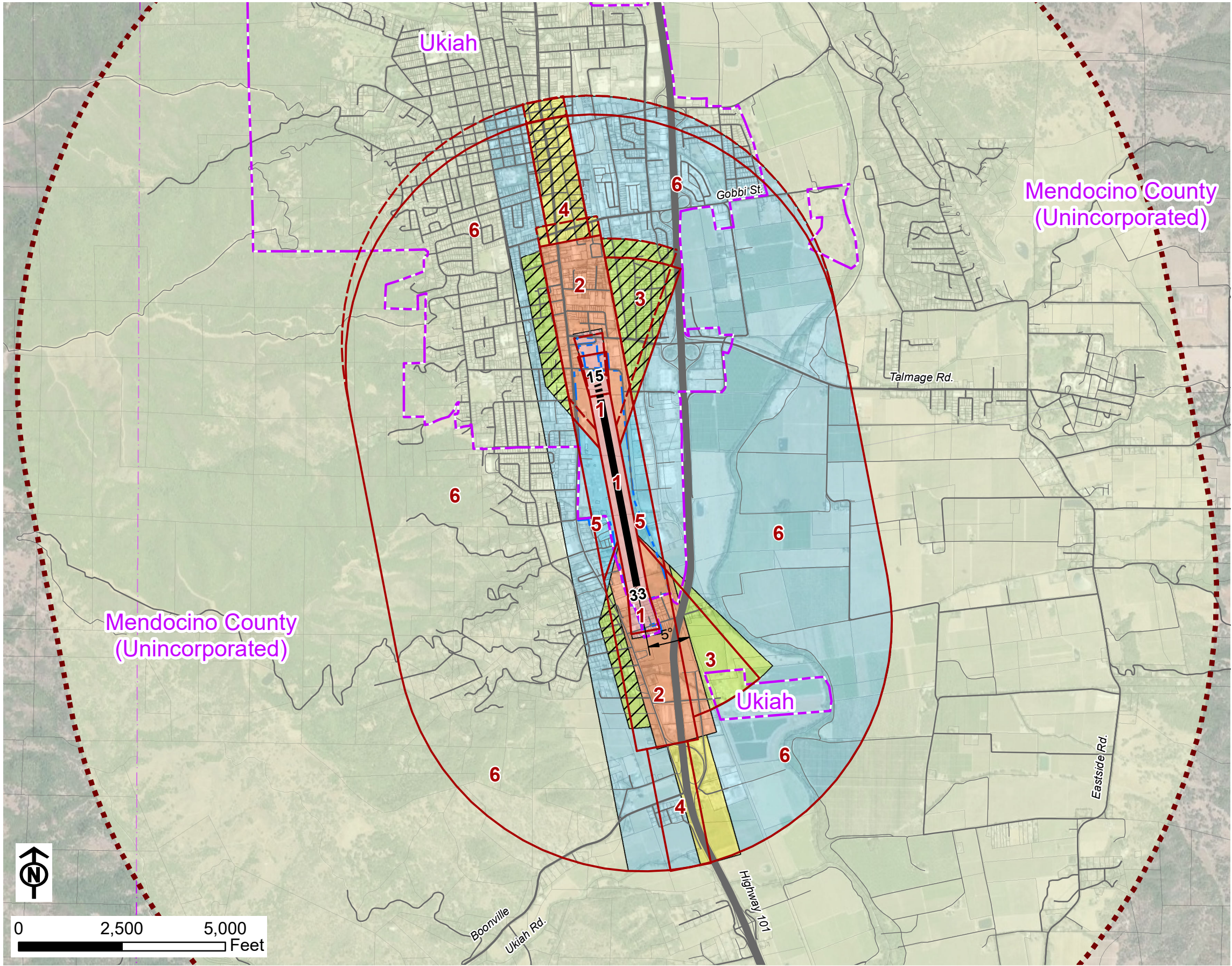
Notes

- Source: Mead & Hunt, Inc. (May 2019). Forecast based on 2019 activity data provided by Ukiah Municipal Airport Management. Forecast represents a theoretical maximum for compatibility planning purposes.
- Source: Mead & Hunt, Inc. (2019). The Cal Fire noise contours represent a typical fire event day with 44 Departures and 44 arrivals split evenly between Runways 15 and 33. Aircraft type modeled was the S-2T.
- Portions of the Airport Influence Area may extend beyond map limits.

**Mendocino County
Airport Land Use Commission
Ukiah Municipal Airport
Land Use Compatibility Plan
(Adopted May 20, 2021)**

Exhibit 4-4

Compatibility Factors: Noise
Ukiah Municipal Airport



0 2,500 5,000 Feet

Source: Mead & Hunt, Inc.

Legend

- Existing Runway (4,423' Ex. Length)
- Future Runway Extension (4,888' Fut. Length)
- Existing Airport Property Boundary
- City Limit Boundary
- City Sphere of Influence (extends off map view)
- Airport Influence Area²

Compatibility Zones

- Zone 1: Runway Protection Zone (RPZ)
- Zone 1*: Ultimate Runway Protection Zone (RPZ)
- Zone 2: Inner Approach/Departure Zone
- Zone 3: Inner Turning Zone
- Zone 4: Outer Approach/Departure Zone
- Zone 5: Sideline Zone
- Zone 6: Traffic Pattern Zone
- Urban Overlay Zone
- Other Airport Environs

Handbook Safety Zones (Med. GA Runway)

- Safety Zones (Applied to Existing Runway)
- Safety Zones (Applied to Fut. Runway Extension)
- 1 Runway Protection Zone
- 2 Inner Approach/Departure Zone
- 3 Inner Turning Zone
- 4 Outer Approach/Departure Zone
- 5 Sideline Zone
- 6 Traffic Pattern Zone

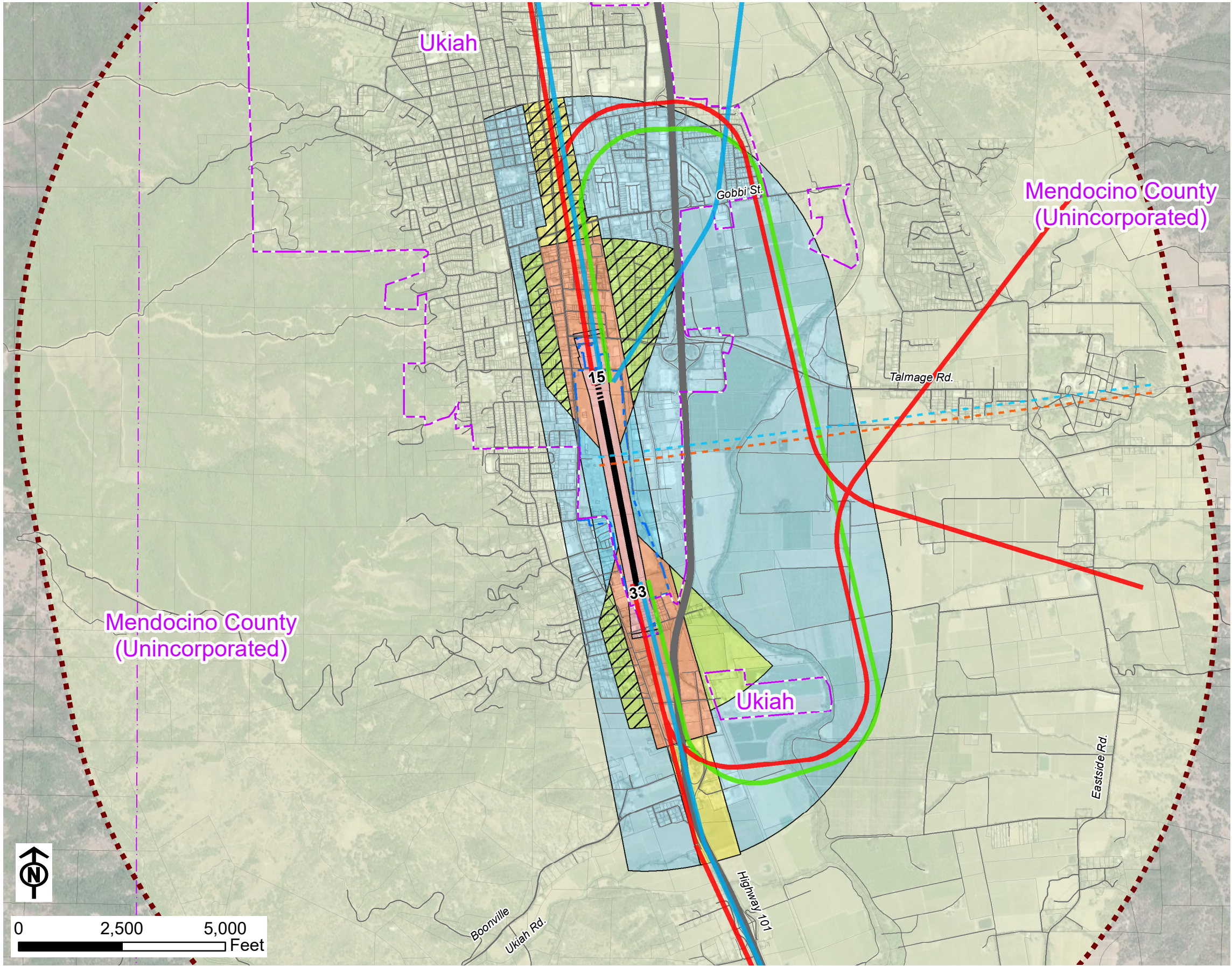
Notes

- Source: California Airport Land Use Planning Handbook (Handbook) published by California Department of Transportation, Division of Aeronautics (2011). Consistent with Handbook, Zone 1 modified to reflect the Runway Protection Zone (RPZ) on FAA-approved Airport Layout Plan (2015).
- Portions of the Airport Influence Area may extend beyond map limits.

**Mendocino County
Airport Land Use Commission
Ukiah Municipal Airport
Land Use Compatibility Plan
(Adopted May 20, 2021)**

Exhibit 4-5

Compatibility Factor: Safety
Ukiah Municipal Airport



0 2,500 5,000 Feet

Source: Mead & Hunt, Inc.

Legend

- Existing Runway (4,423' Ex. Length)
- Future Runway Extension (4,888' Fut. Length)
- Existing Airport Property Boundary
- City Limit Boundary
- City Sphere of Influence (extends off map view)
- Airport Influence Area²

General Flight Patterns¹

- Fixed Wing Aircraft - Arrival
- Fixed Wing Aircraft - Departure
- Fixed Wing Aircraft - Touch-and-Go
- Helicopter - Arrival
- Helicopter - Departure

Compatibility Zones

- Zone 1: Runway Protection Zone (RPZ)
- Zone 1*: Ultimate Runway Protection Zone (RPZ)
- Zone 2: Inner Approach/Departure Zone
- Zone 3: Inner Turning Zone
- Zone 4: Outer Approach/Departure Zone
- Zone 5: Sideline Zone
- Zone 6: Traffic Pattern Zone
- Urban Overlay Zone
- Other Airport Environs

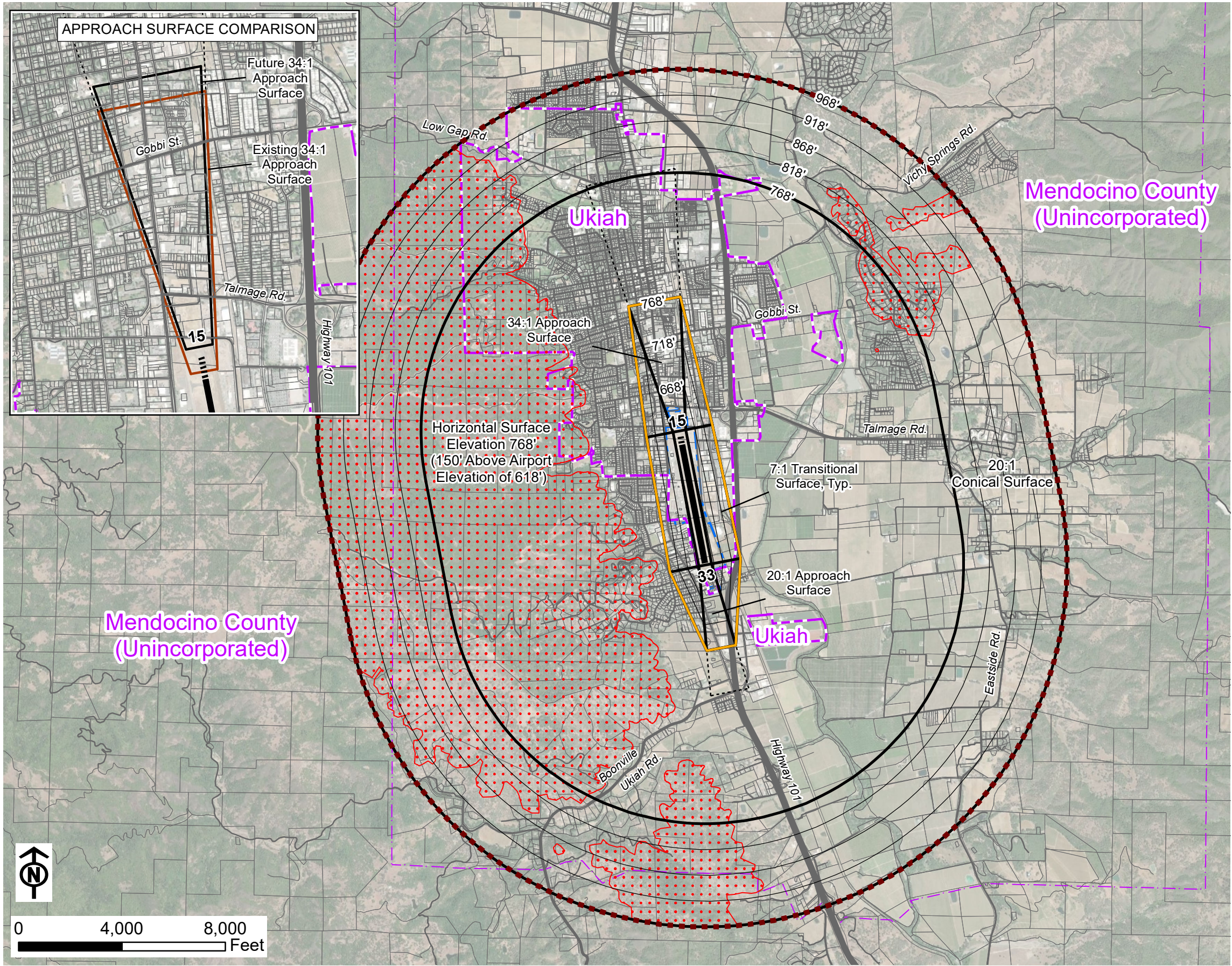
Notes

- Source: General flight patterns identified by Ukiah Airport Management.
- Portions of the Airport Influence Area may extend beyond map limits.

Mendocino County
Airport Land Use Commission
Ukiah Municipal Airport
Land Use Compatibility Plan
(Adopted May 20, 2021)

Exhibit 4-6

Compatibility Factor: Overflight
Ukiah Municipal Airport



0 4,000 8,000 Feet

Source: Mead & Hunt, Inc.

Legend

- Existing Runway (4,423' Ex. Length)
- Future Runway Extension (4,888' Fut. Length)
- Existing Airport Property Boundary
- City Limit Boundary
- City Sphere of Influence (extends off map view)
- Airport Influence Area

Airspace Obstruction Surfaces¹

- Airspace Protection Zones (14 CFR Part 77)
- Airspace Protection Surface Contour (50' interval)
- Existing Approach Surface (Runway 15; See inset)
- Airspace Critical Protection Zone
- Airspace High Terrain Zone

Notes

1. Source: Title 14 Code of Federal Regulation Part 77, Safe, Efficient Use and Preservation of Navigable Airspace as applied to Ukiah Municipal Airport future runway length.

Mendocino County
Airport Land Use Commission
Ukiah Municipal Airport
Land Use Compatibility Plan
(Adopted May 20, 2021)

Exhibit 4-7

Compatibility Factor: Airspace
Ukiah Municipal Airport

AIRPORT LOCATION

- *Location*
 - Southeastern Mendocino County
 - One mile south of Ukiah city center
 - U.S. Hwy 101 parallels runway 0.3 miles east
- *Topography*
 - Situated in Ukiah Valley west of Russian River
 - Surrounded by low hills, Lake Mendocino to the north and Mayacmas Mountains to the east (2,000 feet above MSL)
 - Airport elevation 616 feet
 - High terrain within 2 miles to the south on approach to Runway 33

AIRPORT ENVIRONS LAND USE JURISDICTIONS

- *City of Ukiah*
 - Airport property fully within city limits at the south end of the city
- *County of Mendocino*
 - Controls lands east of Hwy 101 and south of the airport
 - 2011 *Ukiah Valley Area Plan* shows sphere of influence expanding city limits mostly to the west and north, not near the airport

EXISTING AIRPORT AREA LAND USES

- *General Character*
 - Urbanized north and west of the airport and between the airport and Hwy 101 on the east
 - Generally rural to the south
 - Agricultural beyond Hwy 101 to the east
- *Runway Approaches*
 - North (Runway 15): Mixed industrial, commercial, and residential adjacent to the runway protection zone; city center further north
 - South (Runway 33): Mixed low-density commercial and residential uses plus agricultural
- *Traffic Pattern*
 - No traffic pattern west of the runway; area is largely residential
 - Recent big-box commercial development between the runway and Hwy 101 to the east; mostly agricultural uses underlying the downwind leg of the traffic pattern

STATUS OF COMMUNITY PLANS

- *City of Ukiah*
 - General Plan and Growth Management Program Adopted December 6, 1995
 - Form Based Zoning Downtown Plan
- *County of Mendocino*
 - Mendocino County General Plan Adopted August 2009
 - Ukiah Valley Area Plan Adopted August 2, 2011

PLANNED AIRPORT AREA LAND USES

- *City of Ukiah*
 - Rural Residential (1 du/ac); Residential uses of mixed types to northeast; Low Density (1-6 du/ac); Medium Density (1-14 du/ac); and High Density (1-28 du/ac) uses north of the airport
 - No expansion into the agricultural areas east of the airport is planned

ESTABLISHED COMPATIBILITY MEASURES

- *Mendocino County General Plan (Adopted August 2009)*
 - Policy DE-165: Improve airport facilities and encourage economic development and uses that support airport viability.
 - Policy DE-166: Land use decisions and development should be carried out in a manner that will reduce aviation-related hazards (including hazards to aircraft, and hazards posed by aircraft). This could be accomplished through a variety of measures, including the following: maintaining compatible zoning, land uses, densities, and intensities within airport influence zones; protecting the viability of existing airport operations and expansion potential.
 - Policy DE-167: Development in air traffic patterns, corridors, and airport influence zones shall be consistent with the Mendocino County Airport Comprehensive Land Use Plan and California Division of Aeronautics and Federal Aviation Administration regulations.
 - Action Item DE-167.1: Update the Airport Comprehensive Land Use Plan when changes in the aviation sector or airport use warrant a revision of land use restrictions.
- *City of Ukiah General Plan (Adopted December 6, 1995)*
 - Goal AE-1: Promote the airport for the community's benefit both now and in the future
 - Policy AE-1.1: Recognize that the airport's vitality and growth help achieve the General Plan Vision.
 - Goal AE-2: Provide for long-term viability of the airport.
 - Policy AE-2.1: Define the long-term growth boundaries for the airport.
 - Goal AE-3: Establish uniform ordinances and regulations for land use in the airport's core and peripheral overlay zones.
 - Policy AE-3.1: Work with the County to develop a similar or duplicate implementing code for development in and around the airport.
 - Policy AE-3.2: Promote acceptable land uses for both city and county zones in the core and peripheral zone areas.
 - Goal AE-4: Promote a "good neighbor policy" by the airport and its users.
 - Policy AE-4.1: Develop a Noise Control program.
 - Policy AE-4.2: Identify common noise levels in and around the airport to identify "airport-specific" noise.

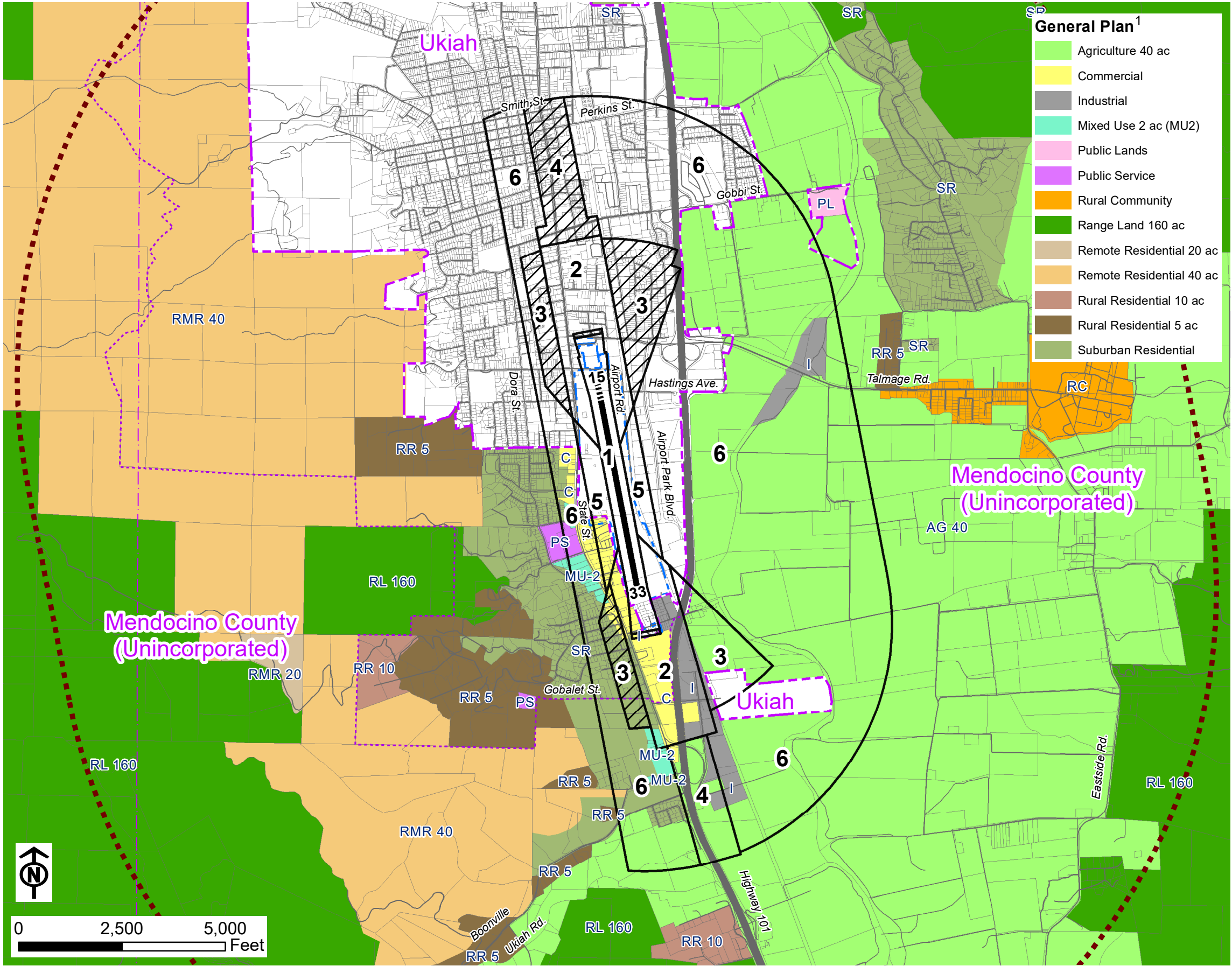
Exhibit 4-8

Airport Environs Information

Ukiah Municipal Airport

- *Ukiah Valley Area Plan, Section 3, Land Use and Community Development (Adopted by Mendocino County August 2, 2011)*
 - Goal LU2: Promote compatible land uses adjacent to important transportation facilities and protect against incompatible ones.
 - Policy LU 2.1: Define acceptable standards for development in the vicinity of the airport.
 - Policy LU 2.1a: Clear Zone: Prohibit development in the clear zone as defined in the Ukiah Municipal Airport Master Plan.
 - Policy LU 2.1b: Compatibility Guidelines: Only allow development within each airport zone that conforms to the height, use, and intensity specified in the land use compatibility table of the ACLUP. As airports evolve and fuel prices change, collaborate with the City of Ukiah, the County Airport Land Use Commission, and Caltrans Aeronautics to reassess compatibility issues.
- *Ukiah Valley Area Plan, Section 5, Circulation and Transportation (Adopted by Mendocino County August 2, 2011)*
 - Goal CT1: Provide for efficient and safe circulation networks throughout the Ukiah Valley.
 - Policy CT1.1: Promote the development of an integrated transportation corridor through the Valley
 - CT1.1a Identification of Integrated Transportation Corridor: work with local and regional agencies to define and develop an integrated transportation corridor. The integrated transportation corridor shall encompass U.S. Highway 101; major thoroughfares; and rail, air, and public transportation to proactively manage travel demand by identifying underutilized capacity in the corridor and shift travel demand accordingly.

Source: Data Compiled by Mead & Hunt (March 2019)



General Plan¹

- Agriculture 40 ac
- Commercial
- Industrial
- Mixed Use 2 ac (MU2)
- Public Lands
- Public Service
- Rural Community
- Range Land 160 ac
- Remote Residential 20 ac
- Remote Residential 40 ac
- Rural Residential 10 ac
- Rural Residential 5 ac
- Suburban Residential

Legend

- Existing Runway (4,423' Ex. Length)
- Future Runway Extension (4,888' Fut. Length)
- Existing Airport Property Boundary
- City Limit Boundary
- City Sphere of Influence (extends off map view)
- Airport Influence Area²

Compatibility Zones

- Zone 1: Runway Protection Zone (RPZ)
- Zone 1*: Ultimate Runway Protection Zone (RPZ)
- Zone 2: Inner Approach/Departure Zone
- Zone 3: Inner Turning Zone
- Zone 4: Outer Approach/Departure Zone
- Zone 5: Sideline Zone
- Zone 6: Traffic Pattern Zone
- Urban Overlay Zone

Notes

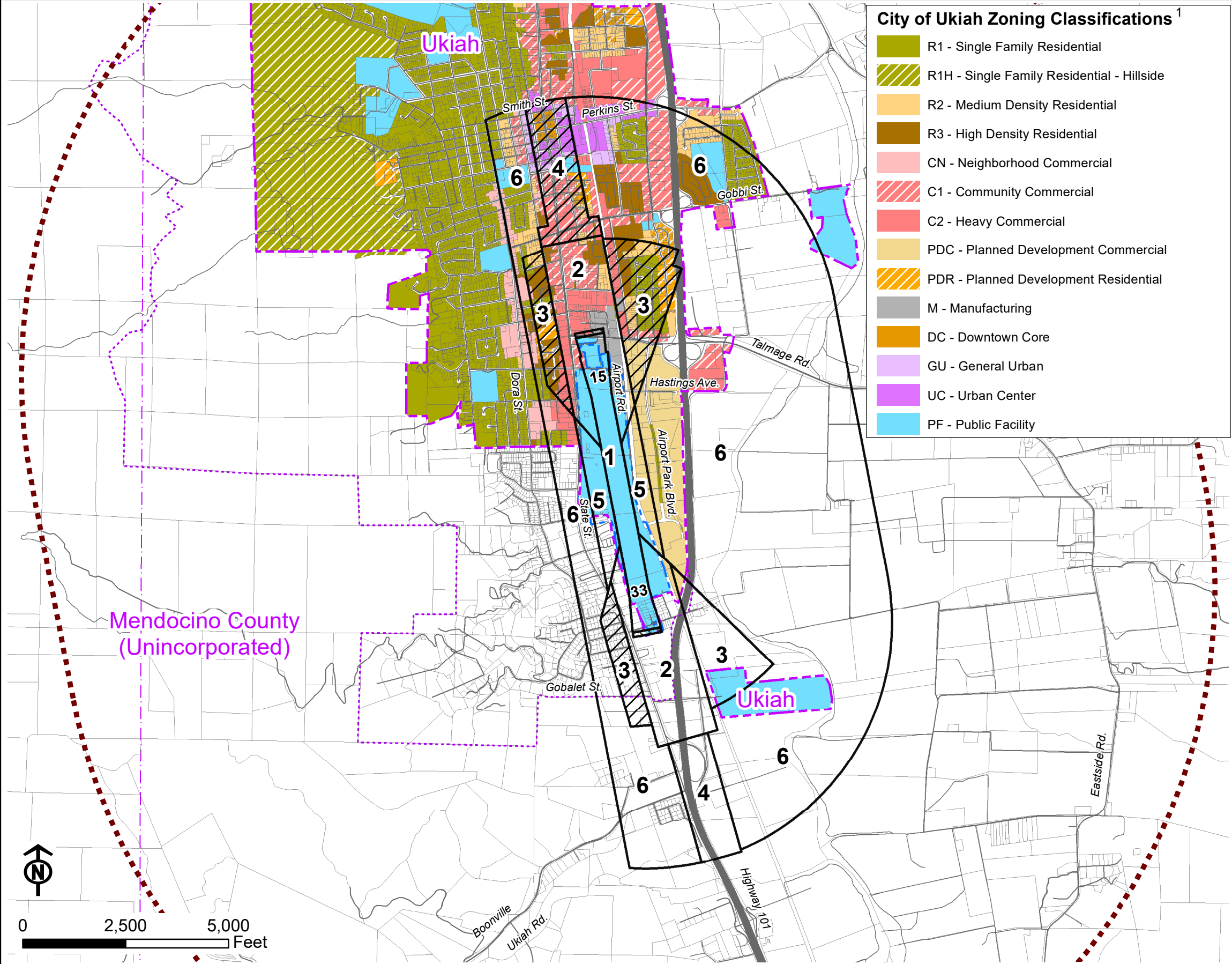
- Source: Mendocino County Planning Department (April 2019).
- Portions of the Airport Influence Area may extend beyond map limits.

**Mendocino County
Airport Land Use Commission**
**Ukiah Municipal Airport
Land Use Compatibility Plan**
(Adopted May 20, 2021)

Exhibit 4-9

**County of Mendocino
General Plan Land Uses**
Ukiah Municipal Airport

Source: Mead & Hunt, Inc.



Legend

- Existing Runway (4,423' Ex. Length)
- Future Runway Extension (4,888' Fut. Length)
- Existing Airport Property Boundary
- City Limit Boundary
- City Sphere of Influence (extends off map view)
- Airport Influence Area²

Compatibility Zones

- Zone 1: Runway Protection Zone (RPZ)
- Zone 1*: Ultimate Runway Protection Zone (RPZ)
- Zone 2: Inner Approach/Departure Zone
- Zone 3: Inner Turning Zone
- Zone 4: Outer Approach/Departure Zone
- Zone 5: Sideline Zone
- Zone 6: Traffic Pattern Zone
- Urban Overlay Zone

Notes

- Source: City of Ukiah.
- Portions of the Airport Influence Area may extend beyond map limits

**Mendocino County
Airport Land Use Commission
Ukiah Municipal Airport
Land Use Compatibility Plan
(Adopted May 20, 2021)**

Exhibit 4-10



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AERONAUTICS LAW
PUBLIC UTILITIES CODE
Division 9—Aviation
Part 1—State Aeronautics Act
Chapter 4—Airports and Air Navigation Facilities
Article 3.5—Airport Land Use Commission

21670. Creation; Membership; Selection

- (a) The Legislature hereby finds and declares that:
- (1) It is in the public interest to provide for the orderly development of each public use airport in this state and the area surrounding these airports so as to promote the overall goals and objectives of the California airport noise standards adopted pursuant to Section 21669 and to prevent the creation of new noise and safety problems.
 - (2) It is the purpose of this article to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.
- (b) In order to achieve the purposes of this article, every county in which there is located an airport which is served by a scheduled airline shall establish an airport land use commission. Every county, in which there is located an airport which is not served by a scheduled airline, but is operated for the benefit of the general public, shall establish an airport land use commission, except that the board of supervisors of the county may, after consultation with the appropriate airport operators and affected local entities and after a public hearing, adopt a resolution finding that there are no noise, public safety, or land use issues affecting any airport in the county which require the creation of a commission and declaring the county exempt from that requirement. The board shall, in this event, transmit a copy of the resolution to the Director of Transportation. For purposes of this section, "commission" means an airport land use commission. Each commission shall consist of seven members to be selected as follows:
- (1) Two representing the cities in the county, appointed by a city selection committee comprised of the mayors of all the cities within that county, except that if there are any cities contiguous or adjacent to the qualifying airport, at least one representative shall be appointed therefrom. If there are no cities within a county, the number of representatives provided for by paragraphs (2) and (3) shall each be increased by one.
 - (2) Two representing the county, appointed by the board of supervisors.
 - (3) Two having expertise in aviation, appointed by a selection committee comprised of the managers of all of the public airports within that county.
 - (4) One representing the general public, appointed by the other six members of the commission.
- (c) Public officers, whether elected or appointed, may be appointed and serve as members of the commission during their terms of public office.
- (d) Each member shall promptly appoint a single proxy to represent him or her in commission affairs and to vote on all matters when the member is not in attendance. The proxy shall be designated in

a signed written instrument which shall be kept on file at the commission offices, and the proxy shall serve at the pleasure of the appointing member. A vacancy in the office of proxy shall be filled promptly by appointment of a new proxy.

- (e) A person having an “expertise in aviation” means a person who, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports, or is an elected official of a local agency which owns or operates an airport.
- (f) It is the intent of the Legislature to clarify that, for the purposes of this article that special districts, school districts and community college districts are included among the local agencies that are subject to airport land use laws and other requirements of this article.

21670.1. Action by Designated Body Instead of Commission

- (a) Notwithstanding any other provision of this article, if the board of supervisors and the city selection committee of mayors in the county each makes a determination by a majority vote that proper land use planning can be accomplished through the actions of an appropriately designated body, then the body so designated shall assume the planning responsibilities of an airport land use commission as provided for in this article, and a commission need not be formed in that county.
- (b) A body designated pursuant to subdivision (a) that does not include among its membership at least two members having expertise in aviation, as defined in subdivision (e) of Section 21670, shall, when acting in the capacity of an airport land use commission, be augmented so that body, as augmented, will have at least two members having that expertise. The commission shall be constituted pursuant to this section on and after March 1, 1988.
- (c)
 - (1) Notwithstanding subdivisions (a) and (b), and subdivision (b) of Section 21670, if the board of supervisors of a county and each affected city in that county each makes a determination that proper land use planning pursuant to this article can be accomplished pursuant to this subdivision, then a commission need not be formed in that county.
 - (2) If the board of supervisors of a county and each affected city makes a determination that proper land use planning may be accomplished and a commission is not formed pursuant to paragraph (1), that county and the appropriate affected cities having jurisdiction over an airport, subject to the review and approval by the Division of Aeronautics of the department, shall do all of the following:
 - (A) Adopt processes for the preparation, adoption, and amendment of the airport land use compatibility plan for each airport that is served by a scheduled airline or operated for the benefit of the general public.
 - (B) Adopt processes for the notification of the general public, landowners, interested groups, and other public agencies regarding the preparation, adoption, and amendment of the airport land use compatibility plans.
 - (C) Adopt processes for the mediation of disputes arising from the preparation, adoption, and amendment of the airport land use compatibility plans.
 - (D) Adopt processes for the amendment of general and specific plans to be consistent with the airport land use compatibility plans.
 - (E) Designate the agency that shall be responsible for the preparation, adoption, and amendment of each airport land use compatibility plan.

- (3) The Division of Aeronautics of the department shall review the processes adopted pursuant to paragraph (2), and shall approve the processes if the division determines that the processes are consistent with the procedure required by this article and will do all of the following:
 - (A) Result in the preparation, adoption, and implementation of plans within a reasonable amount of time.
 - (B) Rely on the height, use, noise, safety, and density criteria that are compatible with airport operations, as established by this article, and referred to as the Airport Land Use Planning Handbook, published by the division, and any applicable federal aviation regulations, including, but not limited to, Part 77 (commencing with Section 77.1) of Title 14 of the Code of Federal Regulations.
 - (C) Provide adequate opportunities for notice to, review of, and comment by the general public, landowners, interested groups, and other public agencies.
- (4) If the county does not comply with the requirements of paragraph (2) within 120 days, then the airport land use compatibility plan and amendments shall not be considered adopted pursuant to this article and a commission shall be established within 90 days of the determination of noncompliance by the division and an airport land use compatibility plan shall be adopted pursuant to this article within 90 days of the establishment of the commission.
- (d) A commission need not be formed in a county that has contracted for the preparation of airport land use compatibility plans with the Division of Aeronautics under the California Aid to Airports Program (Chapter 4 (commencing with Section 4050) of Division 2.5 of Title 21 of the California Code of Regulations) and that submits all of the following information to the Division of Aeronautics for review and comment that the county and the cities affected by the airports within the county, as defined by the airport land use compatibility plans:
 - (1) Agree to adopt and implement the airport land use compatibility plans that have been developed under contract.
 - (2) Incorporated the height, use, noise, safety, and density criteria that are compatible with airport operations as established by this article, and referred to as the Airport Land Use Planning Handbook, published by the division, and any applicable federal aviation regulations, including, but not limited to, Part 77 (commencing with Section 77.1) of Title 14 of the Code of Federal Regulations as part of the general and specific plans for the county and for each affected city.
 - (3) If the county does not comply with this subdivision on or before May 1, 1995, then a commission shall be established in accordance with this article.
- (e) (1) A commission need not be formed in a county if all of the following conditions are met:
 - (A) The county has only one public use airport that is owned by a city.
 - (B) (i) The county and the affected city adopt the elements in paragraph (2) of subdivision (d), as part of their general and specific plans for the county and the affected city.
 - (ii) The general and specific plans shall be submitted, upon adoption, to the Division of Aeronautics. If the county and the affected city do not submit the elements specified in paragraph (2) of subdivision (d), on or before May 1, 1996, then a commission shall be established in accordance with this article.

21670.2. Application to Counties Having over 4 Million in Population

- (a) Sections 21670 and 21670.1 do not apply to the County of Los Angeles. In that county, the county regional planning commission has the responsibility for coordinating the airport planning of public agencies within the county. In instances where impasses result relative to this planning, an appeal may be made to the county regional planning commission by any public agency involved. The action taken by the county regional planning commission on an appeal may be overruled by a four-fifths vote of the governing body of a public agency whose planning led to the appeal.
- (b) By January 1, 1992, the county regional planning commission shall adopt the airport land use compatibility plans required pursuant to Section 21675.
- (c) Sections 21675.1, 21675.2, and 21679.5 do not apply to the County of Los Angeles until January 1, 1992. If the airport land use compatibility plans required pursuant to Section 21675 are not adopted by the county regional planning commission by January 1, 1992, Sections 21675.1 and 21675.2 shall apply to the County of Los Angeles until the airport land use compatibility plans are adopted.

21670.3 San Diego County

- (a) Sections 21670 and 21670.1 do not apply to the County of San Diego. In that county, the San Diego County Regional Airport Authority, as established pursuant to Section 170002, shall be responsible for the preparation, adoption, and amendment of an airport land use compatibility plan for each airport in San Diego County.
- (b) The San Diego County Regional Airport Authority shall engage in a public collaborative planning process when preparing and updating an airport land use compatibility plan.

21670.4. Intercounty Airports

- (a) As used in this section, “intercounty airport” means any airport bisected by a county line through its runways, runway protection zones, inner safety zones, inner turning zones, outer safety zones, or sideline safety zones, as defined by the department’s Airport Land Use Planning Handbook and referenced in the airport land use compatibility plan formulated under Section 21675.
- (b) It is the purpose of this section to provide the opportunity to establish a separate airport land use commission so that an intercounty airport may be served by a single airport land use planning agency, rather than having to look separately to the airport land use commissions of the affected counties.
- (c) In addition to the airport land use commissions created under Section 21670 or the alternatives established under Section 21670.1, for their respective counties, the boards of supervisors and city selection committees for the affected counties, by independent majority vote of each county’s two delegations, for any intercounty airport, may do either of the following:
 - (1) Establish a single separate airport land use commission for that airport. That commission shall consist of seven members to be selected as follows:
 - (A) One representing the cities in each of the counties, appointed by that county’s city selection committee.
 - (B) One representing each of the counties, appointed by the board of supervisors of each county.
 - (C) One from each county having expertise in aviation, appointed by a selection committee comprised of the managers of all the public airports within that county.

- (D) One representing the general public, appointed by the other six members of the commission.
- (2) In accordance with subdivision (a) or (b) of Section 21670.1, designate an existing appropriate entity as that airport's land use commission.

21670.6. Court and Mediation Proceedings

Any action brought in the superior court relating to this article may be subject to mediation proceeding conducted pursuant to Chapter 9.3 (commencing with Section 66030) of Division I of Title 7 of the Government Code.

21671. Airports Owned by a City, District or County

In any county where there is an airport operated for the general public which is owned by a city or district in another county or by another county, one of the representatives provided by paragraph (1) of subdivision (b) of Section 21670 shall be appointed by the city selection committee of mayors of the cities of the county in which the owner of that airport is located, and one of the representatives provided by paragraph (2) of subdivision (b) of Section 21670 shall be appointed by the board of supervisors of the county in which the owner of that airport is located.

21671.5. Term of Office

- (a) Except for the terms of office of the members of the first commission, the term of office of each member shall be four years and until the appointment and qualification of his or her successor. The members of the first commission shall classify themselves by lot so that the term of office of one member is one year, of two members is two years, of two members is three years, and of two members is four years. The body that originally appointed a member whose term has expired shall appoint his or her successor for a full term of four years. Any member may be removed at any time and without cause by the body appointing that member. The expiration date of the term of office of each member shall be the first Monday in May in the year in which that member's term is to expire. Any vacancy in the membership of the commission shall be filled for the unexpired term by appointment by the body which originally appointed the member whose office has become vacant. The chairperson of the commission shall be selected by the members thereof.
- (b) Compensation, if any, shall be determined by the board of supervisors.
- (c) Staff assistance, including the mailing of notices and the keeping of minutes and necessary quarters, equipment, and supplies, shall be provided by the county. The usual and necessary operating expenses of the commission shall be a county charge.
- (d) Notwithstanding any other provisions of this article, the commission shall not employ any personnel either as employees or independent contractors without the prior approval of the board of supervisors.
- (e) The commission shall meet at the call of the commission chairperson or at the request of the majority of the commission members. A majority of the commission members shall constitute a quorum for the transaction of business. No action shall be taken by the commission except by the recorded vote of a majority of the full membership.
- (f) The commission may establish a schedule of fees necessary to comply with this article. Those fees shall be charged to the proponents of actions, regulations, or permits, shall not exceed the estimated

reasonable cost of providing the service, and shall be imposed pursuant to Section 66016 of the Government Code. Except as provided in subdivision (g), after June 30, 1991, a commission that has not adopted the airport land use compatibility plan required by Section 21675 shall not charge fees pursuant to this subdivision until the commission adopts the plan.

- (g) In any county that has undertaken by contract or otherwise completed airport land use compatibility plans for at least one-half of all public use airports in the county, the commission may continue to charge fees necessary to comply with this article until June 30, 1992, and, if the airport land use compatibility plans are complete by that date, may continue charging fees after June 30, 1992. If the airport land use compatibility plans are not complete by June 30, 1992, the commission shall not charge fees pursuant to subdivision (f) until the commission adopts the land use plans.

21672. Rules and Regulations

Each commission shall adopt rules and regulations with respect to the temporary disqualification of its members from participating in the review or adoption of a proposal because of conflict of interest and with respect to appointment of substitute members in such cases.

21673. Initiation of Proceedings for Creation by Owner of Airport

In any county not having a commission or a body designated to carry out the responsibilities of a commission, any owner of a public airport may initiate proceedings for the creation of a commission by presenting a request to the board of supervisors that a commission be created and showing the need therefor to the satisfaction of the board of supervisors.

21674. Powers and Duties

The commission has the following powers and duties, subject to the limitations upon its jurisdiction set forth in Section 21676:

- (a) To assist local agencies in ensuring compatible land uses in the vicinity of all new airports and in the vicinity of existing airports to the extent that the land in the vicinity of those airports is not already devoted to incompatible uses.
- (b) To coordinate planning at the state, regional, and local levels so as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety, and welfare.
- (c) To prepare and adopt an airport land use compatibility plan pursuant to Section 21675.
- (d) To review the plans, regulations, and other actions of local agencies and airport operators pursuant to Section 21676.
- (e) The powers of the commission shall in no way be construed to give the commission jurisdiction over the operation of any airport.
- (f) In order to carry out its responsibilities, the commission may adopt rules and regulations consistent with this article.

21674.5. Training of Airport Land Use Commission's Staff

- (a) The Department of Transportation shall develop and implement a program or programs to assist in the training and development of the staff of airport land use commissions, after consulting with airport land use commissions, cities, counties, and other appropriate public entities.
- (b) The training and development program or programs are intended to assist the staff of airport land use commissions in addressing high priority needs, and may include, but need not be limited to, the following:
 - (1) The establishment of a process for the development and adoption of airport land use compatibility plans.
 - (2) The development of criteria for determining the airport influence area.
 - (3) The identification of essential elements that should be included in the airport land use compatibility plans.
 - (4) Appropriate criteria and procedures for reviewing proposed developments and determining whether proposed developments are compatible with the airport use.
 - (5) Any other organizational, operational, procedural, or technical responsibilities and functions that the department determines to be appropriate to provide to commission staff and for which it determines there is a need for staff training or development.
- (c) The department may provide training and development programs for airport land use commission staff pursuant to this section by any means it deems appropriate. Those programs may be presented in any of the following ways:
 - (1) By offering formal courses or training programs.
 - (2) By sponsoring or assisting in the organization and sponsorship of conferences, seminars, or other similar events.
 - (3) By producing and making available written information.
 - (4) Any other feasible method of providing information and assisting in the training and development of airport land use commission staff.

21674.7. Airport Land Use Planning Handbook

- (a) An airport land use commission that formulates, adopts or amends an airport land use compatibility plan shall be guided by information prepared and updated pursuant to Section 21674.5 and referred to as the Airport Land Use Planning Handbook published by the Division of Aeronautics of the Department of Transportation.
- (b) It is the intent of the Legislature to discourage incompatible land uses near existing airports. Therefore, prior to granting permits for the renovation or remodeling of an existing building, structure, or facility, and before the construction of a new building, it is the intent of the Legislature that local agencies shall be guided by the height, use, noise, safety, and density criteria that are compatible with airport operations, as established by this article, and referred to as the Airport Land Use Planning Handbook, published by the division, and any applicable federal aviation regulations, including, but not limited to, Part 77 (commencing with Section 77.1) of Title 14 of the Code of Federal Regulations, to the extent that the criteria has been incorporated into the plan prepared by a commission pursuant to Section 21675. This subdivision does not limit the jurisdiction of a

commission as established by this article. This subdivision does not limit the authority of local agencies to overrule commission actions or recommendations pursuant to Sections 21676, 21676.5, or 21677.

21675. Land Use Plan

- (a) Each commission shall formulate an airport land use compatibility plan that will provide for the orderly growth of each public airport and the area surrounding the airport within the jurisdiction of the commission, and will safeguard the general welfare of the inhabitants within the vicinity of the airport and the public in general. The commission's airport land use compatibility plan shall include and shall be based on a long-range master plan or an airport layout plan, as determined by the Division of Aeronautics of the Department of Transportation that reflects the anticipated growth of the airport during at least the next 20 years. In formulating an airport land use compatibility plan, the commission may develop height restrictions on buildings, specify use of land, and determine building standards, including soundproofing adjacent to airports, within the airport influence area. The airport land use compatibility plan shall be reviewed as often as necessary in order to accomplish its purposes, but shall not be amended more than once in any calendar year.
- (b) The commission shall include, within its airport land use compatibility plan formulated pursuant to subdivision (a), the area within the jurisdiction of the commission surrounding any military airport for all of the purposes specified in subdivision (a). The airport land use compatibility plan shall be consistent with the safety and noise standards in the Air Installation Compatible Use Zone prepared for that military airport. This subdivision does not give the commission any jurisdiction or authority over the territory or operations of any military airport.
- (c) The airport influence area shall be established by the commission after hearing and consultation with the involved agencies.
- (d) The commission shall submit to the Division of Aeronautics of the department one copy of the airport land use compatibility plan and each amendment to the plan.
- (e) If an airport land use compatibility plan does not include the matters required to be included pursuant to this article, the Division of Aeronautics of the department shall notify the commission responsible for the plan.

21675.1. Adoption of Land Use Plan

- (a) By June 30, 1991, each commission shall adopt the airport land use compatibility plan required pursuant to Section 21675, except that any county that has undertaken by contract or otherwise completed airport land use compatibility plans for at least one-half of all public use airports in the county, shall adopt that airport land use compatibility plan on or before June 30, 1992.
- (b) Until a commission adopts an airport land use compatibility plan, a city or county shall first submit all actions, regulations, and permits within the vicinity of a public airport to the commission for review and approval. Before the commission approves or disapproves any actions, regulations, or permits, the commission shall give public notice in the same manner as the city or county is required to give for those actions, regulations, or permits. As used in this section, "vicinity" means land that will be included or reasonably could be included within the airport land use compatibility plan. If the commission has not designated an airport influence area for the airport land use compatibility plan, then "vicinity" means land within two miles of the boundary of a public airport.

- (c) The commission may approve an action, regulation, or permit if it finds, based on substantial evidence in the record, all of the following:
 - (1) The commission is making substantial progress toward the completion of the airport land use compatibility plan.
 - (2) There is a reasonable probability that the action, regulation, or permit will be consistent with the airport land use compatibility plan being prepared by the commission.
 - (3) There is little or no probability of substantial detriment to or interference with the future adopted airport land use compatibility plan if the action, regulation, or permit is ultimately inconsistent with the airport land use compatibility plan.
- (d) If the commission disapproves an action, regulation, or permit, the commission shall notify the city or county. The city or county may overrule the commission, by a two-thirds vote of its governing body, if it makes specific findings that the proposed action, regulation, or permit is consistent with the purposes of this article, as stated in Section 21670.
- (e) If a city or county overrules the commission pursuant to subdivision (d), that action shall not relieve the city or county from further compliance with this article after the commission adopts the airport land use compatibility plan.
- (f) If a city or county overrules the commission pursuant to subdivision (d) with respect to a publicly owned airport that the city or county does not operate, the operator of the airport is not liable for damages to property or personal injury resulting from the city's or county's decision to proceed with the action, regulation, or permit.
- (g) A commission may adopt rules and regulations that exempt any ministerial permit for single-family dwellings from the requirements of subdivision (b) if it makes the findings required pursuant to subdivision (c) for the proposed rules and regulations, except that the rules and regulations may not exempt either of the following:
 - (1) More than two single-family dwellings by the same applicant within a subdivision prior to June 30, 1991.
 - (2) Single-family dwellings in a subdivision where 25 percent or more of the parcels are undeveloped.

21675.2. Approval or Disapproval of Actions, Regulations, or Permits

- (a) If a commission fails to act to approve or disapprove any actions, regulations, or permits within 60 days of receiving the request pursuant to Section 21675.1, the applicant or his or her representative may file an action pursuant to Section 1094.5 of the Code of Civil Procedure to compel the commission to act, and the court shall give the proceedings preference over all other actions or proceedings, except previously filed pending matters of the same character.
- (b) The action, regulation, or permit shall be deemed approved only if the public notice required by this subdivision has occurred. If the applicant has provided seven days advance notice to the commission of the intent to provide public notice pursuant to this subdivision, then, not earlier than the date of the expiration of the time limit established by Section 21675.1, an applicant may provide the required public notice. If the applicant chooses to provide public notice, that notice shall include a description of the proposed action, regulation, or permit substantially similar to the descriptions which are commonly used in public notices by the commission, the location of any proposed development, the application number, the name and address of the commission, and a statement that the action,

regulation, or permit shall be deemed approved if the commission has not acted within 60 days. If the applicant has provided the public notice specified in this subdivision, the time limit for action by the commission shall be extended to 60 days after the public notice is provided. If the applicant provides notice pursuant to this section, the commission shall refund to the applicant any fees which were collected for providing notice and which were not used for that purpose.

- (c) Failure of an applicant to submit complete or adequate information pursuant to Sections 65943 to 65946, inclusive, of the Government Code, may constitute grounds for disapproval of actions, regulations, or permits.
- (d) Nothing in this section diminishes the commission's legal responsibility to provide, where applicable, public notice and hearing before acting on an action, regulation, or permit.

21676. Review of Local General Plans

- (a) Each local agency whose general plan includes areas covered by an airport land use compatibility plan shall, by July 1, 1983, submit a copy of its plan or specific plans to the airport land use commission. The commission shall determine by August 31, 1983, whether the plan or plans are consistent or inconsistent with the airport land use compatibility plan. If the plan or plans are inconsistent with the airport land use compatibility plan, the local agency shall be notified and that local agency shall have another hearing to reconsider its airport land use compatibility plans. The local agency may propose to overrule the commission after the hearing by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the local agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the local agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the local agency governing body may act without them. The comments by the division or the commission are advisory to the local agency governing body. The local agency governing body shall include comments from the commission and the division in the final record of any final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.
- (b) Prior to the amendment of a general plan or specific plan, or the adoption or approval of a zoning ordinance or building regulation within the planning boundary established by the airport land use commission pursuant to Section 21675, the local agency shall first refer the proposed action to the commission. If the commission determines that the proposed action is inconsistent with the commission's plan, the referring agency shall be notified. The local agency may, after a public hearing, propose to overrule the commission by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the local agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the local agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the local agency governing body may act without them. The comments by the division or the commission are advisory to the local agency governing body. The local agency governing body shall include comments from the commission and the division in the public record of any final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.

- (c) Each public agency owning any airport within the boundaries of an airport land use compatibility plan shall, prior to modification of its airport master plan, refer any proposed change to the airport land use commission. If the commission determines that the proposed action is inconsistent with the commission's plan, the referring agency shall be notified. The public agency may, after a public hearing, propose to overrule the commission by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the public agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the public agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the public agency governing body may act without them. The comments by the division or the commission are advisory to the public agency governing body. The public agency governing body shall include comments from the commission and the division in the final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.
- (d) Each commission determination pursuant to subdivision (b) or (c) shall be made within 60 days from the date of referral of the proposed action. If a commission fails to make the determination within that period, the proposed action shall be deemed consistent with the airport land use compatibility plan.

21676.5. Review of Local Plans

- (a) If the commission finds that a local agency has not revised its general plan or specific plan or overruled the commission by a two-thirds vote of its governing body after making specific findings that the proposed action is consistent with the purposes of this article as stated in Section 21670, the commission may require that the local agency submit all subsequent actions, regulations, and permits to the commission for review until its general plan or specific plan is revised or the specific findings are made. If, in the determination of the commission, an action, regulation, or permit of the local agency is inconsistent with the airport land use compatibility plan, the local agency shall be notified and that local agency shall hold a hearing to reconsider its plan. The local agency may propose to overrule the commission after the hearing by a two-thirds vote of its governing body if it makes specific findings that the proposed action is consistent with the purposes of this article as stated in Section 21670. At least 45 days prior to the decision to overrule the commission, the local agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the local agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the local agency governing body may act without them. The comments by the division or the commission are advisory to the local agency governing body. The local agency governing body shall include comments from the commission and the division in the final decision to overrule the commission, which may only be adopted by a two-thirds vote of the governing body.
- (b) Whenever the local agency has revised its general plan or specific plan or has overruled the commission pursuant to subdivision (a), the proposed action of the local agency shall not be subject to further commission review, unless the commission and the local agency agree that individual projects shall be reviewed by the commission.

21677. Marin County Override Provisions

Notwithstanding the two-thirds vote required by Section 21676, any public agency in the County of Marin may overrule the Marin County Airport Land Use Commission by a majority vote of its governing body. At least 45 days prior to the decision to overrule the commission, the public agency governing body shall provide the commission and the division a copy of the proposed decision and findings. The commission and the division may provide comments to the public agency governing body within 30 days of receiving the proposed decision and findings. If the commission or the division's comments are not available within this time limit, the public agency governing body may act without them. The comments by the division or the commission are advisory to the public agency governing body. The public agency governing body shall include comments from the commission and the division in the public record of the final decision to overrule the commission, which may be adopted by a majority vote of the governing body.

21678. Airport Owner's Immunity

With respect to a publicly owned airport that a public agency does not operate, if the public agency pursuant to Section 21676, 21676.5, or 21677 overrules a commission's action or recommendation, the operator of the airport shall be immune from liability for damages to property or personal injury caused by or resulting directly or indirectly from the public agency's decision to overrule the commission's action or recommendation.

21679. Court Review

- (a) In any county in which there is no airport land use commission or other body designated to assume the responsibilities of an airport land use commission, or in which the commission or other designated body has not adopted an airport land use compatibility plan, an interested party may initiate proceedings in a court of competent jurisdiction to postpone the effective date of a zoning change, a zoning variance, the issuance of a permit, or the adoption of a regulation by a local agency, that directly affects the use of land within one mile of the boundary of a public airport within the county.
- (b) The court may issue an injunction that postpones the effective date of the zoning change, zoning variance, permit, or regulation until the governing body of the local agency that took the action does one of the following:
 - (1) In the case of an action that is a legislative act, adopts a resolution declaring that the proposed action is consistent with the purposes of this article stated in Section 21670.
 - (2) In the case of an action that is not a legislative act, adopts a resolution making findings based on substantial evidence in the record that the proposed action is consistent with the purposes of this article stated in Section 21670.
 - (3) Rescinds the action.
 - (4) Amends its action to make it consistent with the purposes of this article stated in Section 21670, and complies with either paragraph (1) or (2), whichever is applicable.
- (c) The court shall not issue an injunction pursuant to subdivision (b) if the local agency that took the action demonstrates that the general plan and any applicable specific plan of the agency accomplishes the purposes of an airport land use compatibility plan as provided in Section 21675.

- (d) An action brought pursuant to subdivision (a) shall be commenced within 30 days of the decision or within the appropriate time periods set by Section 21167 of the Public Resources Code, whichever is longer.
- (e) If the governing body of the local agency adopts a resolution pursuant to subdivision (b) with respect to a publicly owned airport that the local agency does not operate, the operator of the airport shall be immune from liability for damages to property or personal injury from the local agency's decision to proceed with the zoning change, zoning variance, permit, or regulation.
- (f) As used in this section, "interested party" means any owner of land within two miles of the boundary of the airport or any organization with a demonstrated interest in airport safety and efficiency.

21679.5. Deferral of Court Review

- (a) Until June 30, 1991, no action pursuant to Section 21679 to postpone the effective date of a zoning change, a zoning variance, the issuance of a permit, or the adoption of a regulation by a local agency, directly affecting the use of land within one mile of the boundary of a public airport, shall be commenced in any county in which the commission or other designated body has not adopted an airport land use compatibility plan, but is making substantial progress toward the completion of the airport land use compatibility plan.
- (b) If a commission has been prevented from adopting the airport land use compatibility plan by June 30, 1991, or if the adopted airport land use compatibility plan could not become effective, because of a lawsuit involving the adoption of the airport land use compatibility plan, the June 30, 1991, date in subdivision (a) shall be extended by the period of time during which the lawsuit was pending in a court of competent jurisdiction.
- (c) Any action pursuant to Section 21679 commenced prior to January 1, 1990, in a county in which the commission or other designated body has not adopted an airport land use compatibility plan, but is making substantial progress toward the completion of the airport land use compatibility plan, which has not proceeded to final judgment, shall be held in abeyance until June 30, 1991. If the commission or other designated body adopts an airport land use compatibility plan on or before June 30, 1991, the action shall be dismissed. If the commission or other designated body does not adopt an airport land use compatibility plan on or before June 30, 1991, the plaintiff or plaintiffs may proceed with the action.
- (d) An action to postpone the effective date of a zoning change, a zoning variance, the issuance of a permit, or the adoption of a regulation by a local agency, directly affecting the use of land within one mile of the boundary of a public airport for which an airport land use compatibility plan has not been adopted by June 30, 1991, shall be commenced within 30 days of June 30, 1991, or within 30 days of the decision by the local agency, or within the appropriate time periods set by Section 21167 of the Public Resources Code, whichever date is later.

AERONAUTICS LAW
PUBLIC UTILITIES CODE
Division 9, Part 1
Chapter 3—Regulation of Aeronautics
(excerpts)

21402. Ownership; Prohibited Use of Airspace

The ownership of the space above the land and waters of this State is vested in the several owners of the surface beneath, subject to the right of flight described in Section 21403. No use shall be made of such airspace which would interfere with such right of flight; provided that any use of property in conformity with an original zone of approach of an airport shall not be rendered unlawful by reason of a change in such zone of approach.

21403. Lawful Flight; Flight Within Airport Approach Zone

- (a) Flight in aircraft over the land and waters of this state is lawful, unless at altitudes below those prescribed by federal authority, or unless conducted so as to be imminently dangerous to persons or property lawfully on the land or water beneath. The landing of an aircraft on the land or waters of another, without his or her consent, is unlawful except in the case of a forced landing or pursuant to Section 21662.1. The owner, lessee, or operator of the aircraft is liable, as provided by law, for damages caused by a forced landing.
- (b) The landing, takeoff, or taxiing of an aircraft on a public freeway, highway, road, or street is unlawful except in the following cases:
 - (1) A forced landing.
 - (2) A landing during a natural disaster or other public emergency if the landing has received prior approval from the public agency having primary jurisdiction over traffic upon the freeway, highway, road, or street.
 - (3) When the landing, takeoff, or taxiing has received prior approval from the public agency having primary jurisdiction over traffic upon the freeway, highway, road or street.

The prosecution bears the burden of proving that none of the exceptions apply to the act which is alleged to be unlawful.

- (c) The right of flight in aircraft includes the right of safe access to public airports, which includes the right of flight within the zone of approach of any public airport without restriction or hazard. The zone of approach of an airport shall conform to the specifications of Part 77 of the Federal Aviation Regulations of the Federal Aviation Administration, Department of Transportation.

AERONAUTICS LAW**PUBLIC UTILITIES CODE****Division 9, Part 1****Chapter 4—Airports and Air Navigation Facilities****Article 2.7—Regulation of Obstructions***(excerpts)***21655. Proposed Site for Construction of State Building Within Two Miles of Airport Boundary**

Notwithstanding any other provision of law, if the proposed site of any state building or other enclosure is within two miles, measured by air line, of that point on an airport runway, or runway proposed by an airport master plan, which is nearest the site, the state agency or office which proposes to construct the building or other enclosure shall, before acquiring title to property for the new state building or other enclosure site or for an addition to a present site, notify the Department of Transportation, in writing, of the proposed acquisition. The department shall investigate the proposed site and, within 30 working days after receipt of the notice, shall submit to the state agency or office which proposes to construct the building or other enclosure a written report of the investigation and its recommendations concerning acquisition of the site.

If the report of the department does not favor acquisition of the site, no state funds shall be expended for the acquisition of the new state building or other enclosure site, or the expansion of the present site, or for the construction of the state building or other enclosure, provided that the provisions of this section shall not affect title to real property once it is acquired.

21658. Construction of Utility Pole or Line in Vicinity of Aircraft Landing Area

No public utility shall construct any pole, pole line, distribution or transmission tower, or tower line, or substation structure in the vicinity of the exterior boundary of an aircraft landing area of any airport open to public use, in a location with respect to the airport and at a height so as to constitute an obstruction to air navigation, as an obstruction is defined in accordance with Part 77 of the Federal Aviation Regulations, Federal Aviation Administration, or any corresponding rules or regulations of the Federal Aviation Administration, unless the Federal Aviation Administration has determined that the pole, line, tower, or structure does not constitute a hazard to air navigation. This section shall not apply to existing poles, lines, towers, or structures or to the repair, replacement, or reconstruction thereof if the original height is not materially exceeded and this section shall not apply unless just compensation shall have first been paid to the public utility by the owner of any airport for any property or property rights which would be taken or damaged hereby.

21659. Hazards Near Airports Prohibited

- (a) No person shall construct or alter any structure or permit any natural growth to grow at a height which exceeds the obstruction standards set forth in the regulations of the Federal Aviation Administration relating to objects affecting navigable airspace contained in Title 14 of the Code of Federal Regulations, Part 77, Subpart C, unless a permit allowing the construction, alteration, or growth is issued by the department.

- (b) The permit is not required if the Federal Aviation Administration has determined that the construction, alteration, or growth does not constitute a hazard to air navigation or would not create an unsafe condition for air navigation. Subdivision (a) does not apply to a pole, pole line, distribution or transmission tower, or tower line or substation of a public utility.
- (c) Section 21658 is applicable to subdivision (b).

AERONAUTICS LAW
PUBLIC UTILITIES CODE
Division 9, Part 1, Chapter 4
Article 3—Regulation of Airports
(excerpts)

21661.5. City Council or Board of Supervisors and ALUC Approvals

- (a) No political subdivision, any of its officers or employees, or any person may submit any application for the construction of a new airport to any local, regional, state, or federal agency unless the plan for construction is first approved by the board of supervisors of the county, or the city council of the city, in which the airport is to be located and unless the plan is submitted to the appropriate commission exercising powers pursuant to Article 3.5 (commencing with Section 21670) of Chapter 4 of Part 1 of Division 9, and acted upon by that commission in accordance with the provisions of that article.
- (b) A county board of supervisors or a city council may, pursuant to Section 65100 of the Government Code, delegate its responsibility under this section for the approval of a plan for construction of new helicopter landing and takeoff areas, to the county or city planning agency.

21664.5. Amended Airport Permits; Airport Expansion Defined

- (a) An amended airport permit shall be required for every expansion of an existing airport. An applicant for an amended airport permit shall comply with each requirement of this article pertaining to permits for new airports. The department may by regulation provide for exemptions from the operation of this section pursuant to Section 21661, except that no exemption shall be made limiting the applicability of subdivision (e) of Section 21666, pertaining to environmental considerations, including the requirement for public hearings in connection therewith.
- (b) As used in this section, “airport expansion” includes any of the following:
 - (1) The acquisition of runway protection zones, as defined in Federal Aviation Administration Advisory Circular 150/1500-13, or of any interest in land for the purpose of any other expansion as set forth in this section.
 - (2) The construction of a new runway.
 - (3) The extension or realignment of an existing runway.
 - (4) Any other expansion of the airport’s physical facilities for the purpose of accomplishing or which are related to the purpose of paragraph (1), (2), or (3).
- (c) This section does not apply to any expansion of an existing airport if the expansion commenced on or prior to the effective date of this section and the expansion met the approval, on or prior to that effective date, of each governmental agency that required the approval by law.

PLANNING AND ZONING LAW

GOVERNMENT CODE

Title 7—Planning and Land Use

Division 1—Planning and Zoning

Chapter 3—Local Planning

Article 5—Authority for and Scope of General Plans

(excerpts)

65302.3. General and Applicable Specific Plans; Consistency with Airport Land Use Plans; Amendment; Nonconcurrence Findings

- (a) The general plan, and any applicable specific plan prepared pursuant to Article 8 (commencing with Section 65450), shall be consistent with the plan adopted or amended pursuant to Section 21675 of the Public Utilities Code.
- (b) The general plan, and any applicable specific plan, shall be amended, as necessary, within 180 days of any amendment to the plan required under Section 21675 of the Public Utilities Code.
- (c) If the legislative body does not concur with any provision of the plan required under Section 21675 of the Public Utilities Code, it may satisfy the provisions of this section by adopting findings pursuant to Section 21676 of the Public Utilities Code.
- (d) In each county where an airport land use commission does not exist, but where there is a military airport, the general plan, and any applicable specific plan prepared pursuant to Article 8 (commencing with Section 65450), shall be consistent with the safety and noise standards in the Air Installation Compatible Use Zone prepared for that military airport.

PLANNING AND ZONING LAW**GOVERNMENT CODE****Title 7, Division 1****Chapter 4.5—Review and Approval of Development Projects****Article 3—Application for Development Projects*****(excerpts)***

Note: The following government code sections are referenced in Section 21675.2(c) of the ALUC statutes.

65943. Completeness of Application; Determination; Time; Specification of Parts not Complete and Manner of Completion

- (a) Not later than 30 calendar days after any public agency has received an application for a development project, the agency shall determine in writing whether the application is complete and shall immediately transmit the determination to the applicant for the development project. If the written determination is not made within 30 days after receipt of the application, and the application includes a statement that it is an application for a development permit, the application shall be deemed complete for purposes of this chapter. Upon receipt of any resubmittal of the application, a new 30-day period shall begin, during which the public agency shall determine the completeness of the application. If the application is determined not to be complete, the agency's determination shall specify those parts of the application which are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information needed to complete the application. The applicant shall submit materials to the public agency in response to the list and description.
- (b) Not later than 30 calendar days after receipt of the submitted materials, the public agency shall determine in writing whether they are complete and shall immediately transmit that determination to the applicant. If the written determination is not made within that 30-day period, the application together with the submitted materials shall be deemed complete for purposes of this chapter.
- (c) If the application together with the submitted materials are determined not to be complete pursuant to subdivision (b), the public agency shall provide a process for the applicant to appeal that decision in writing to the governing body of the agency or, if there is no governing body, to the director of the agency, as provided by that agency. A city or county shall provide that the right of appeal is to the governing body or, at their option, the planning commission, or both.

There shall be a final written determination by the agency on the appeal not later than 60 calendar days after receipt of the applicant's written appeal. The fact that an appeal is permitted to both the planning commission and to the governing body does not extend the 60-day period. Notwithstanding a decision pursuant to subdivision (b) that the application and submitted materials are not complete, if the final written determination on the appeal is not made within that 60-day period, the application with the submitted materials shall be deemed complete for the purposes of this chapter.

- (d) Nothing in this section precludes an applicant and a public agency from mutually agreeing to an extension of any time limit provided by this section.

- (e) A public agency may charge applicants a fee not to exceed the amount reasonably necessary to provide the service required by this section. If a fee is charged pursuant to this section, the fee shall be collected as part of the application fee charged for the development permit.
- (f) This section shall become operative on January 1, 2025.

(Repealed (in Sec. 9) and added by Stats. 2019, Ch. 654, Sec. 10. (SB 330) Effective January 1, 2020. Section operative January 1, 2025, by its own provisions.)

65943.5.

- (a) Notwithstanding any other provision of this chapter, any appeal pursuant to subdivision (c) of Section 65943 involving a permit application to a board, office, or department within the California Environmental Protection Agency shall be made to the Secretary for Environmental Protection.
- (b) Notwithstanding any other provision of this chapter, any appeal pursuant to subdivision (c) of Section 65943 involving an application for the issuance of an environmental permit from an environmental agency shall be made to the Secretary for Environmental Protection under either of the following circumstances:
 - (1) The environmental agency has not adopted an appeals process pursuant to subdivision (c) of Section 65943.
 - (2) The environmental agency declines to accept an appeal for a decision pursuant to subdivision (c) of Section 65943.
- (c) For purposes of subdivision (b), “environmental permit” has the same meaning as defined in Section 71012 of the Public Resources Code, and “environmental agency” has the same meaning as defined in Section 71011 of the Public Resources Code, except that “environmental agency” does not include the agencies described in subdivisions (c) and (h) of Section 71011 of the Public Resources Code.

65944. Acceptance of Application as Complete; Requests for Additional Information; Restrictions; Clarification, Amplification, Correction, etc; Prior to Notice of Necessary Information

- (a) After a public agency accepts an application as complete, the agency shall not subsequently request of an applicant any new or additional information which was not specified in the list prepared pursuant to Section 65940. The agency may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.
- (b) The provisions of subdivision (a) shall not be construed as requiring an applicant to submit with an initial application the entirety of the information which a public agency may require in order to take final action on the application. Prior to accepting an application, each public agency shall inform the applicant of any information included in the list prepared pursuant to Section 65940 which will subsequently be required from the applicant in order to complete final action on the application.
- (c) This section shall not be construed as limiting the ability of a public agency to request and obtain information which may be needed in order to comply with the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code.
- (d) (1) After a public agency accepts an application as complete, and if the project applicant has

identified that the proposed project is located within 1,000 feet of a military installation or within special use airspace or beneath a low-level flight path in accordance with Section 65940, the public agency shall provide notice of the complete application to any branch of the United States Armed Forces that has provided the Office of Planning and Research with points of contact to receive the notice.

- (2) Except for a project within 1,000 feet of a military installation, the public agency is not required to provide a copy of the application if the project is located entirely in an “urbanized area.” An urbanized area is any urban location that meets the definition used by the United State Department of Commerce’s Bureau of Census for “urban” and includes locations with core census block groups containing at least 1,000 people per square mile and surrounding census block groups containing at least 500 people per square mile.
- (e) After providing notice of the application as required in subdivision (d), and if requested by any branch of the United States Armed Forces, the public agency and the project applicant shall consult with the impacted military branch or branches to discuss the effects of the proposed project on military installations, low-level flight paths, or special use airspace, and potential alternatives and mitigation measures.
- (f) The Office of Planning and Research shall maintain on its internet website and provide notice to public agencies all of the following:
 - (1) Maps of low-level flight paths, special use airspace, and military installations.
 - (2) The military points of contact to receive notifications pursuant to subdivision (d).
 - (3) The information required in the notice of a completed application pursuant to subdivision (d). This information shall include, at a minimum, all of the following:
 - (A) The project’s specific location.
 - (B) The major physical alterations to the property on which the project will be located.
 - (C) A site place showing the location of the project on the property, as well as the massing, height, and approximate square footage, of each building that will be occupied.
 - (D) The proposed land uses by number of units or square feet using the categories in the applicable zoning ordinance.

(Amended by Stats. 2019, Ch. 142, Sec. 3. (SB 242) Effective January 1, 2020.)

65945. Notice of Proposal to Adopt or Amend Certain Plans or Ordinances by City or County, Fee; Subscription to Periodically Updated Notice as Alternative, Fee

- (a) At the time of filing an application for a development permit with a city or county, the city or county shall inform the applicant that he or she may make a written request to receive notice from the city or county of a proposal to adopt or amend any of the following plans or ordinances:
 - (1) A general plan.
 - (2) A specific plan.
 - (3) A zoning ordinance.
 - (4) An ordinance affecting building permits or grading permits.

The applicant shall specify, in the written request, the types of proposed action for which notice is requested. Prior to taking any of those actions, the city or county shall give notice to any applicant who has requested notice of the type of action proposed and whose development project is pending before the city or county if the city or county determines that the proposal is reasonably related to the applicant's request for the development permit. Notice shall be given only for those types of actions which the applicant specifies in the request for notification.

The city or county may charge the applicant for a development permit, to whom notice is provided pursuant to this subdivision, a reasonable fee not to exceed the actual cost of providing that notice. If a fee is charged pursuant to this subdivision, the fee shall be collected as part of the application fee charged for the development permit.

- (b) As an alternative to the notification procedure prescribed by subdivision (a), a city or county may inform the applicant at the time of filing an application for a development permit that he or she may subscribe to a periodically updated notice or set of notices from the city or county which lists pending proposals to adopt or amend any of the plans or ordinances specified in subdivision (a), together with the status of the proposal and the date of any hearings thereon which have been set.

Only those proposals which are general, as opposed to parcel-specific in nature, and which the city or county determines are reasonably related to requests for development permits, need be listed in the notice. No proposal shall be required to be listed until such time as the first public hearing thereon has been set. The notice shall be updated and mailed at least once every six weeks; except that a notice need not be updated and mailed until a change in its contents is required.

The city or county may charge the applicant for a development permit, to whom notice is provided pursuant to this subdivision, a reasonable fee not to exceed the actual cost of providing that notice, including the costs of updating the notice, for the length of time the applicant requests to be sent the notice or notices.

65945.3. Notice of Proposal to Adopt or Amend Rules or Regulations Affecting Issuance of Permits by Local Agency other than City or County; Fee

At the time of filing an application for a development permit with a local agency, other than a city or county, the local agency shall inform the applicant that he or she may make a written request to receive notice of any proposal to adopt or amend a rule or regulation affecting the issuance of development permits.

Prior to adopting or amending any such rule or regulation, the local agency shall give notice to any applicant who has requested such notice and whose development project is pending before the agency if the local agency determines that the proposal is reasonably related to the applicant's request for the development permit.

The local agency may charge the applicant for a development permit, to whom notice is provided pursuant to this section, a reasonable fee not to exceed the actual cost of providing that notice. If a fee is charged pursuant to this section, the fee shall be collected as part of the application fee charged for the development permit.

65945.5. Notice of Proposal to Adopt or Amend Regulation Affecting Issuance of Permits and Which Implements Statutory Provision by State Agency

At the time of filing an application for a development permit with a state agency, the state agency shall inform the applicant that he or she may make a written request to receive notice of any proposal to adopt or amend a regulation affecting the issuance of development permits and which implements a statutory provision.

Prior to adopting or amending any such regulation, the state agency shall give notice to any applicant who has requested such notice and whose development project is pending before the state agency if the state agency determines that the proposal is reasonably related to the applicant's request for the development permit.

65945.7. Actions, Inactions, or Recommendations Regarding Ordinances, Rules or Regulations; Invalidity or Setting Aside Ground of Error Only if Prejudicial

No action, inaction, or recommendation regarding any ordinance, rule, or regulation subject to this Section 65945, 65945.3, or 65945.5 by any legislative body, administrative body, or the officials of any state or local agency shall be held void or invalid or be set aside by any court on the ground of any error, irregularity, informality, neglect or omission (hereinafter called "error") as to any matter pertaining to notices, records, determinations, publications or any matters of procedure whatever, unless after an examination of the entire case, including evidence, the court shall be of the opinion that the error complained of was prejudicial, and that by reason of such error the party complaining or appealing sustained and suffered substantial injury, and that a different result would have been probable if such error had not occurred or existed. There shall be no presumption that error is prejudicial or that injury was done if error is shown.

65946. [Replaced by AB2351 Statutes of 1993]

PLANNING AND ZONING LAW**GOVERNMENT CODE****Title 7, Division 1****Chapter 9.3—Mediation and Resolution of Land Use Disputes*****(excerpts)*****66030.**

- (a) The Legislature finds and declares all of the following:
- (1) Current law provides that aggrieved agencies, project proponents, and affected residents may bring suit against the land use decisions of state and local governmental agencies. In practical terms, nearly anyone can sue once a project has been approved.
 - (2) Contention often arises over projects involving local general plans and zoning, redevelopment plans, the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code), development impact fees, annexations and incorporations, and the Permit Streamlining Act (Chapter 4.5 (commencing with Section 65920)).
 - (3) When a public agency approves a development project that is not in accordance with the law, or when the prerogative to bring suit is abused, lawsuits can delay development, add uncertainty and cost to the development process, make housing more expensive, and damage California's competitiveness. This litigation begins in the superior court, and often progresses on appeal to the Court of Appeal and the Supreme Court, adding to the workload of the state's already overburdened judicial system.
- (b) It is, therefore, the intent of the Legislature to help litigants resolve their differences by establishing formal mediation processes for land use disputes. In establishing these mediation processes, it is not the intent of the Legislature to interfere with the ability of litigants to pursue remedies through the courts.

66031.

- (a) Notwithstanding any other provision of law, any action brought in the superior court relating to any of the following subjects may be subject to a mediation proceeding conducted pursuant to this chapter:
- (1) The approval or denial by a public agency of any development project.
 - (2) Any act or decision of a public agency made pursuant to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).
 - (3) The failure of a public agency to meet the time limits specified in Chapter 4.5 (commencing with Section 65920), commonly known as the Permit Streamlining Act, or in the Subdivision Map Act (Division 2 (commencing with Section 66410)).
 - (4) Fees determined pursuant to Chapter 6 (commencing with Section 17620) of Division 1 of Part 10.5 of the Education Code or Chapter 4.9 (commencing with Section 65995).
 - (5) Fees determined pursuant to the Mitigation Fee Act (Chapter 5 (commencing with Section 66000), Chapter 6 (commencing with Section 66010), Chapter 7 (commencing with Section

- 66012), Chapter 8 (commencing with Section 66016), and Chapter 9 (commencing with Section 66020)).
- (6) The adequacy of a general plan or specific plan adopted pursuant to Chapter 3 (commencing with Section 65100).
 - (7) The validity of any sphere of influence, urban service area, change of organization or reorganization, or any other decision made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5).
 - (8) The adoption or amendment of a redevelopment plan pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).
 - (9) The validity of any zoning decision made pursuant to Chapter 4 (commencing with Section 65800).
 - (10) The validity of any decision made pursuant to Article 3.5 (commencing with Section 21670) of Chapter 4 of Part 1 of Division 9 of the Public Utilities Code.
- (b) Within five days after the deadline for the respondent or defendant to file its reply to an action, the court may invite the parties to consider resolving their dispute by selecting a mutually acceptable person to serve as a mediator, or an organization or agency to provide a mediator.
 - (c) In selecting a person to serve as a mediator, or an organization or agency to provide a mediator, the parties shall consider the following:
 - (1) The council of governments having jurisdiction in the county where the dispute arose.
 - (2) Any subregional or countywide council of governments in the county where the dispute arose.
 - (3) Any other person with experience or training in mediation including those with experience in land use issues, or any other organization or agency that can provide a person with experience or training in mediation, including those with experience in land use issues.
 - (d) If the court invites the parties to consider mediation, the parties shall notify the court within 30 days if they have selected a mutually acceptable person to serve as a mediator. If the parties have not selected a mediator within 30 days, the action shall proceed. The court shall not draw any implication, favorable or otherwise, from the refusal by a party to accept the invitation by the court to consider mediation. Nothing in this section shall preclude the parties from using mediation at any other time while the action is pending.

PLANNING AND ZONING LAW

GOVERNMENT CODE

Title 7—Planning and Land Use

Division 2—Subdivisions

Chapter 3—Procedure

Article 3—Review of Tentative Map by Other Agencies

(excerpts)

66455.9.

Whenever there is consideration of an area within a development for a public school site, the advisory agency shall give the affected districts and the State Department of Education written notice of the proposed site. The written notice shall include the identification of any existing or proposed runways within the distance specified in Section 17215 of the Education Code. If the site is within the distance of an existing or proposed airport runway as described in Section 17215 of the Education Code, the department shall notify the State Department of Transportation as required by the section and the site shall be investigated by the State Department of Transportation required by Section 17215.

EDUCATION CODE**Title 1—General Education Code Provisions****Division 1—General Education Code Provisions****Part 10.5—School Facilities****Chapter 1—School Sites****Article 1—General Provisions***(excerpts)***17215.**

- (a) In order to promote the safety of pupils, comprehensive community planning, and greater educational usefulness of schoolsites, before acquiring title to or leasing property for a new schoolsite, the governing board of each school district, including any district governed by a city board of education, or a charter school, shall give the State Department of Education written notice of the proposed acquisition or lease and shall submit any information required by the State Department of Education if the site is within two miles, measured by air line, of that point on an airport runway or a potential runway included in an airport master plan that is nearest to the site.
- (b) Upon receipt of the notice required pursuant to subdivision (a), the State Department of Education shall notify the Department of Transportation in writing of the proposed acquisition or lease. If the Department of Transportation is no longer in operation, the State Department of Education shall, in lieu of notifying the Department of Transportation, notify the United States Department of Transportation or any other appropriate agency, in writing, of the proposed acquisition or lease for the purpose of obtaining from the department or other agency any information or assistance that it may desire to give.
- (c) The Department of Transportation shall investigate the site and, within 30 working days after receipt of the notice, shall submit to the State Department of Education a written report of its findings including recommendations concerning acquisition or lease of the site. As part of the investigation, the Department of Transportation shall give notice thereof to the owner and operator of the airport who shall be granted the opportunity to comment upon the site. The Department of Transportation shall adopt regulations setting forth the criteria by which a site will be evaluated pursuant to this section.
- (d) The State Department of Education shall, within 10 days of receiving the Department of Transportation's report, forward the report to the governing board of the school district or charter school. The governing board or charter school may not acquire title to or lease the property until the report of the Department of Transportation has been received. If the report does not favor the acquisition or lease of the property for a schoolsite or an addition to a present schoolsite, the governing board or charter school may not acquire title to or lease the property. If the report does favor the acquisition or lease of the property for a schoolsite or an addition to a present schoolsite, the governing board or charter school shall hold a public hearing on the matter prior to acquiring or leasing the site.
- (e) If the Department of Transportation's recommendation does not favor acquisition or lease of the proposed site, state funds or local funds may not be apportioned or expended for the acquisition or lease of that site, construction of any school building on that site, or for the expansion of any existing site to include that site.
- (f) This section does not apply to sites acquired prior to January 1, 1966, nor to any additions or extensions to those sites.

EDUCATION CODE
Title 3—Postsecondary Education
Division 7—Community Colleges
Part 49—Community Colleges, Education Facilities
Chapter 1—School Sites
Article 2—School Sites
(excerpts)

81033. Investigation: Geologic and Soil Engineering Studies; Airport in Proximity

- (c) To promote the safety of students, comprehensive community planning, and greater educational usefulness of community college sites, the governing board of each community college district, if the proposed site is within two miles, measured by air line, of that point on an airport runway, or runway proposed by an airport master plan, which is nearest the site and excluding them if the property is not so located, before acquiring title to property for a new community college site or for an addition to a present site, shall give the board of governors notice in writing of the proposed acquisition and shall submit any information required by the board of governors.

Immediately after receiving notice of the proposed acquisition of property which is within two miles, measured by air line, of that point on an airport runway, or runway proposed by an airport master plan, which is nearest the site, the board of governors shall notify the Division of Aeronautics of the Department of Transportation, in writing, of the proposed acquisition. The Division of Aeronautics shall make an investigation and report to the board of governors within 30 working days after receipt of the notice. If the Division of Aeronautics is no longer in operation, the board of governors, in lieu of notifying the Division of Aeronautics, shall notify the Federal Aviation Administration or any other appropriate agency, in writing, of the proposed acquisition for the purpose of obtaining from the authority or other agency any information or assistance it may desire to give.

The board of governors shall investigate the proposed site and, within 35 working days after receipt of the notice, shall submit to the governing board a written report and its recommendations concerning acquisition of the site. The governing board shall not acquire title to the property until the report of the board of governors has been received. If the report does not favor the acquisition of the property for a community college site or an addition to a present community college site, the governing board shall not acquire title to the property until 30 days after the department's report is received and until the board of governors' report has been read at a public hearing duly called after 10 days' notice published once in a newspaper of general circulation within the community college district, or if there is no such newspaper, then in a newspaper of general circulation within the county in which the property is located.

- (d) If, with respect to a proposed site located within two miles of an operative airport runway, the report of the board of governors submitted to a community college district governing board under subdivision (c) does not favor the acquisition of the site on the sole or partial basis of the unfavorable recommendation of the Division of Aeronautics of the Department of Transportation, no state agency or officer shall grant, apportion, or allow to that community college district for expenditure in connection with that site, any state funds otherwise made available under any state law whatever for community college site acquisition or college building construction, or for expansion of existing sites and buildings, and no funds of the community college district or of the county in which the

district lies shall be expended for those purposes; However, this section shall not be applicable to sites acquired prior to January 1, 1966, or to any additions or extensions to those sites.

If the recommendation of the Division of Aeronautics is unfavorable, the recommendation shall not be overruled without the express approval of the board of governors and the State Allocation Board.

CALIFORNIA ENVIRONMENTAL QUALITY ACT STATUTES**PUBLIC RESOURCES CODE****Division 13—Environmental Quality****Chapter 2.6—General*****(excerpts)*****21096. Airport Planning**

- (a) If a lead agency prepares an environmental impact report for a project situated within airport land use compatibility plan boundaries, or, if an airport land use compatibility plan has not been adopted, for a project within two nautical miles of a public airport or public use airport, the Airport Land Use Planning Handbook published by the Division of Aeronautics of the Department of Transportation, in compliance with Section 21674.5 of the Public Utilities Code and other documents, shall be utilized as technical resources to assist in the preparation of the environmental impact report as the report relates to airport-related safety hazards and noise problems.
- (b) A lead agency shall not adopt a negative declaration for a project described in subdivision (a) unless the lead agency considers whether the project will result in a safety hazard or noise problem for persons using the airport or for persons residing or working in the project area.

BUSINESS AND PROFESSIONS CODE
Division 4—Real Estate
Part 2—Regulation of Transactions
Chapter 1—Subdivided Lands
Article 2—Investigation, Regulation and Report
(excerpts)

11010.

- (a) Except as otherwise provided pursuant to subdivision (c) or elsewhere in this chapter, any person who intends to offer subdivided lands within this state for sale or lease shall file with the Bureau of Real Estate an application for a public report consisting of a notice of intention and a completed questionnaire on a form prepared by the bureau.
- (b) The notice of intention shall contain the following information about the subdivided lands and the proposed offering:

[Sub-Sections (1) through (12) omitted]

- (13) (A) The location of all existing airports, and of all proposed airports shown on the general plan of any city or county, located within two statute miles of the subdivision. If the property is located within an airport influence area, the following statement shall be included in the notice of intention:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

- (B) For purposes of this section, an “airport influence area,” also known as an “airport referral area,” is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

CIVIL CODE
Division 2—Property
Part 4—Acquisition of Property
Title 4—Transfer
Chapter 2—Transfer of Real Property
Article 1.7—Disclosure of Natural Hazards Upon Transfer of Residential Property
(excerpts)

1103.

- (a) For purpose of this article, the definitions in Chapter 1 (commencing with Section 10000) of Part 1 of Division 4 of the Business and Professions Code shall apply.
- (b) Except as provided in Section 1103.1, this article applies to a sale, exchange, real property sales contract, as defined in Section 2985, lease with an option to purchase, any other option to purchase, or ground lease coupled with improvements, of any single-family residential real property.
- (c) This article shall apply to the transactions described in subdivision (b) only if the seller or his or her agent is required by one or more of the following to disclose the property's location within a hazard zone:
 - (1) A seller's agent for a seller of real property that is located within a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency, or the seller if the seller is acting without a seller's agent, shall disclose to any prospective buyer the fact that the property is located within a special flood hazard area if either:
 - (A) The seller, or the seller's agent, has actual knowledge that the property is within a special flood hazard area.
 - (B) The local jurisdiction has compiled a list, by parcel, of properties that are within the special flood hazard area and a notice has been posted at the offices of the county recorder, county assessor, and county planning agency that identifies the location of the parcel list.
 - (2) ... located within an area of potential flooding... shall disclose to any prospective buyer the fact that the property is located within an area of potential flooding if either:
 - (3) ... is located within a very high fire hazard severity zone, designated pursuant to Section 51178 of the Government Code... shall disclose to any prospective buyer the fact that the property is located within a very high fire hazard severity zone and is subject to the requirements of Section 51182...
 - (4) ... is located within an earthquake fault zone, designated pursuant to Section 2622 of the Public Resources Code... shall disclose to any prospective buyer the fact that the property is located within a delineated earthquake fault zone...

regarding changes to the map received by the county.

- (5) ... is located within a seismic hazard zone, designated pursuant to Section 2696 of the Public Resources Code, or the seller if the seller is acting without an agent, shall disclose to any prospective buyer the fact that the property is located within a seismic hazard...
- (6) ...is located within a state responsibility area determined by the board, pursuant to Section 4125 of the Public Resources Code, or the seller's agent, shall disclose to any prospective buyer the fact that

the property is located within a wildland area that may contain substantial forest fire risks and hazards and is subject to the requirements of Section 4291 of the Public Resources Code...

(d) Any waiver of the requirements of this article is void as against public policy.

(Amended by Stats. 2018, Ch. 907, Sec. 20. (AB 1289) Effective January 1, 2019.)1103.1.

(a) This article does not apply to the following sales:

- (1) Sales or transfers pursuant to court order, including, but not limited to, sales ordered by a probate court in administration of an estate, sales pursuant to a writ of execution, sales by any foreclosure sale, sales by a trustee in bankruptcy, sales by eminent domain, and sales resulting from a decree for specific performance.
 - (2) Sales or transfers to a mortgagee by a mortgagor or successor in interest who is in default, sales to a beneficiary of a deed of trust by a trustor or successor in interest who is in default, transfers by any foreclosure sale after default, any foreclosure sale after default in an obligation secured by a mortgage, sale under a power of sale or any foreclosure sale under a decree of foreclosure after default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale, or sales by a mortgagee or a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or a sale pursuant to a decree of foreclosure or has acquired the real property by a deed in lieu of foreclosure.
 - (3) Sales or transfers by a fiduciary in the course of the administration of a trust, guardianship, conservatorship, or decedent's estate. This exemption shall not apply to a sale if the trustee is a natural person who is a trustee of a revocable trust and the seller is a former owner of the property or an occupant in possession of the property within the preceding year.
 - (4) Sales or transfers from one coowner to one or more other coowners.
 - (5) Sales or transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.
 - (6) Sales or transfers between spouses resulting from a judgment of dissolution of marriage or of legal separation of the parties or from a property settlement agreement incidental to that judgment.
 - (7) Sales or transfers by the Controller in the course of administering Chapter 7 (commencing with Section 1500) of Title 10 of Part 3 of the Code of Civil Procedure.
 - (8) Sales or transfers under Chapter 7 (commencing with Section 3691) or Chapter 8 (commencing with Section 3771) of Part 6 of Division 1 of the Revenue and Taxation Code.
 - (9) Sales, transfers, or exchanges to or from any governmental entity.
 - (10) The sale, creation, or transfer of any lease of any duration except a lease with an option to purchase or a ground lease coupled with improvements.
- (b) Sales and transfers not subject to this article may be subject to other disclosure requirements, including those under Sections 8589.3, 8589.4, and 51183.5 of the Government Code and Sections 2621.9, 2694, and 4136 of the Public Resources Code. In sales not subject to this article, agents may make required disclosures in a separate writing.
- (c) Notwithstanding the definition of sale in Section 10018.5 of the Business and Professions Code and Section 2079.13, the terms "sale" and "transfer," as they are used in this section, shall have their commonly understood meanings. The changes made to this section by Assembly Bill 1289 of the

2017–18 Legislative Session shall not be interpreted to change the application of the law as it read prior to January 1, 2019.

(Amended by Stats. 2019, Ch. 310, Sec. 7. (AB 892) Effective January 1, 2020.)1103.2.

- (a) The disclosures required by this article are set forth in, and shall be made on a copy of, the following Natural Hazard Disclosure Statement: [content omitted].
- (b) If an earthquake fault zone, seismic hazard zone, very high fire hazard severity zone, or wildland fire area map or accompanying information is not of sufficient accuracy or scale that a reasonable person can determine if the subject real property is included in a natural hazard area, the seller or seller's agent shall mark "Yes" on the Natural Hazard Disclosure Statement. The seller's agent may mark "No" on the Natural Hazard Disclosure Statement if the seller attaches a report prepared pursuant to subdivision (c) of Section 1103.4 that verifies the property is not in the hazard zone. This subdivision is not intended to limit or abridge any existing duty of the seller or the seller's agents to exercise reasonable care in making a determination under this subdivision.

[Sub-Sections (c) through (h) omitted]

[Section 1103.3 omitted]

1103.4.

- (a) Neither the seller nor any seller's agent or buyer's agent shall be liable for any error, inaccuracy, or omission of any information delivered pursuant to this article if the error, inaccuracy, or omission was not within the personal knowledge of the seller or the seller's agent or buyer's agent and was based on information timely provided by public agencies or by other persons providing information as specified in subdivision (c) that is required to be disclosed pursuant to this article, and ordinary care was exercised in obtaining and transmitting the information.
- (b) The delivery of any information required to be disclosed by this article to a prospective buyer by a public agency or other person providing information required to be disclosed pursuant to this article shall be deemed to comply with the requirements of this article and shall relieve the seller, seller's agent, and buyer's agent of any further duty under this article with respect to that item of information.
- (c) The delivery of a report or opinion prepared by a licensed engineer, land surveyor, geologist, or expert in natural hazard discovery dealing with matters within the scope of the professional's license or expertise, shall be sufficient compliance for application of the exemption provided by subdivision (a) if the information is provided to the prospective buyer pursuant to a request therefor, whether written or oral. In responding to that request, an expert may indicate, in writing, an understanding that the information provided will be used in fulfilling the requirements of Section 1103.2 and, if so, shall indicate the required disclosures, or parts thereof, to which the information being furnished is applicable. Where such a statement is furnished, the expert shall not be responsible for any items of information, or parts thereof, other than those expressly set forth in the statement.
 - (1) In responding to the request, the expert shall determine whether the property is within an airport influence area as defined in subdivision (b) of Section 11010 of the Business and Professions Code. If the property is within an airport influence area, the report shall contain the following statement:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

[Remainder of Article 1.7 omitted]

CIVIL CODE
Division 4
Part 5—Common Interest Developments
Chapter 3—Governing Documents
Article 2—Declaration
(excerpts)

4250.

- (a) A declaration, recorded on or after January 1, 1986, shall contain a legal description of the common interest development, and a statement that the common interest development is a community apartment project, condominium project, planned development, stock cooperative, or combination thereof. The declaration shall additionally set forth the name of the association and the restrictions on the use or enjoyment of any portion of the common interest development that are intended to be enforceable equitable servitudes.
- (b) The declaration may contain any other matters the declarant or the members consider appropriate.

4255.

- (a) If a common interest development is located within an airport influence area, a declaration, recorded after January 1, 2004, shall contain the following statement:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

- (b) For purposes of this section, an “airport influence area,” also known as an “airport referral area,” is the area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.
- (c) [Omitted]
- (d) The statement in a declaration acknowledging that a property is located in an airport influence area ... does not constitute a title defect, lien, or encumbrance.

4260.

Except to the extent that a declaration provides by its express terms that it is not amendable, in whole or in part, a declaration that fails to include provisions permitting its amendment at all times during its existence may be amended at any time.

LEGISLATIVE HISTORY SUMMARY¹

PUBLIC UTILITIES CODE

Sections 21670 et seq.

*Airport Land Use Commission Statutes
And Related Statutes*

- 1967 Original ALUC statute enacted.
- Establishment of ALUCs required in each county containing a public airport served by a certificated air carrier.
 - The purpose of ALUCs is indicated as being to make recommendations regarding height restrictions on buildings and the use of land surrounding airports.
- 1970 Assembly Bill 1856 (Badham) Chapter 1182, Statutes of 1970—Adds provisions which:
- Require ALUCs to prepare comprehensive land use plans.
 - Require such plans to include a long-range plan and to reflect the airport's forecast growth during the next 20 years.
 - Require ALUC review of airport construction plans (Section 21661.5).
 - Exempt Los Angeles County from the requirement of establishing an ALUC.
- 1971 The function of ALUCs is restated as being to require new construction to conform to Department of Aeronautics standards.
- 1973 ALUCs are permitted to establish compatibility plans for military airports.
- 1982 Assembly Bill 2920 (Rogers) Chapter 1041, Statutes of 1982—Adds major changes which:
- More clearly articulate the purpose of ALUCs.
 - Eliminate reference to “achieve by zoning.”
 - Require consistency between local general and specific plans and airport land use commission plans; the requirements define the process for attaining consistency, they do not establish standards for consistency.
 - Eliminate the requirement for proposed individual development projects to be referred to an ALUC for review once local general/specific plans are consistent with the ALUC's plan.
 - Require that local agencies make findings of fact before overriding an ALUC decision.
 - Change the vote required for an override from 4/5 to 2/3.
- 1984 Assembly Bill 3551 (Mountjoy) Chapter 1117, Statutes of 1984—Amends the law to:
- Require ALUCs in all counties having an airport which serves the general public unless a county and its cities determine an ALUC is not needed.
 - Limit amendments to compatibility plans to once per year.
 - Allow individual projects to continue to be referred to the ALUC by agreement.
 - Extend immunity to airports if an ALUC action is overridden by a local agency not owning the airport.

¹ Source: California Airport Land Use Planning Handbook (October 2011)

- Provide state funding eligibility for preparation of compatibility plans through the Regional Transportation Improvement Program process.
- 1987 Senate Bill 633 (Rogers) Chapter 1018, Statutes of 1987—Makes revisions which:
 - Require that a designated body serving as an ALUC include two members having “expertise in aviation.”
 - Allows an interested party to initiate court proceedings to postpone the effective date of a local land use action if a compatibility plan has not been adopted.
 - Delete sunset provisions contained in certain clauses of the law. Allows reimbursement for ALUC costs in accordance with the Commission on State Mandates.
- 1989 Senate Bill 255 (Bergeson) Chapter 54, Statutes of 1989—
 - Sets a requirement that comprehensive land use plans be completed by June 1991.
 - Establishes a method for compelling ALUCs to act on matters submitted for review.
 - Allows ALUCs to charge fees for review of projects.
 - Suspends any lawsuits that would stop development until the ALUC adopts its plan or until June 1, 1991.
- 1989 Senate Bill 235 (Alquist) Chapter 788, Statutes of 1989—Appropriates \$3,672,000 for the payment of claims to counties seeking reimbursement of costs incurred during fiscal years 1985-86 through 1989-90 pursuant to state-mandated requirement (Chapter 1117, Statutes of 1984) for creation of ALUCs in most counties. This statute was repealed in 1993.
- 1990 Assembly Bill 4164 (Mountjoy) Chapter 1008, Statutes of 1990—Adds section 21674.5 requiring the Division of Aeronautics to develop and implement a training program for ALUC staffs.
- 1990 Assembly Bill 4265 (Clute) Chapter 563, Statutes of 1990—With the concurrence of the Division of Aeronautics, allows ALUCs to use an airport layout plan, rather than a long-range airport master plan, as the basis for preparation of a compatibility plan.
- 1990 Senate Bill 1288 (Beverly) Chapter 54, Statutes of 1990—Amends Section 21670.2 to give Los Angeles County additional time to prepare compatibility plans and meet other provisions of the ALUC statutes.
- 1991 Senate Bill 532 (Bergeson) Chapter 140, Statutes of 1991—
 - Allows counties having half of their compatibility plans completed or under preparation by June 30, 1991, an additional year to complete the remainder.
 - Allows ALUCs to continue to charge fees under these circumstances.
 - Fees may be charged only until June 30, 1992, if plans are not completed by then.
- 1993 Senate Bill 443 (Committee on Budget and Fiscal Review) Chapter 59, Statutes of 1993—Amends Section 21670(b) to make the formation of ALUCs permissive rather than mandatory as of June 30, 1993. (Note: Section 21670.2 which assigns responsibility for coordinating the airport planning of public agencies in Los Angeles County is not affected by this amendment.)
- 1994 Assembly Bill 2831 (Mountjoy) Chapter 644, Statutes of 1994 —Reinstates the language in Section 21670(b) mandating establishment of ALUCs, but also provides for an alternative airport land use planning process. Lists specific actions which a county and affected cities must take in order for such alternative process to receive Caltrans approval. Requires that ALUCs be guided by information in the Caltrans *Airport Land Use Planning Handbook* when formulating airport land use plans.

- 1994 Senate Bill 1453 (Rogers) Chapter 438, Statutes of 1994—Amends California Environmental Quality Act (CEQA) statutes as applied to preparation of environmental documents affecting projects in the vicinity of airports. Requires lead agencies to use the *Airport Land Use Planning Handbook* as a technical resource when assessing the airport-related noise and safety impacts of such projects.
- 1997 Assembly Bill 1130 (Oller) Chapter 81, Statutes of 1997—Added Section 21670.4 concerning airports whose planning boundary straddles a county line.
- 2000 Senate Bill 1350 (Rainey) Chapter 506, Statutes of 2000—Added Section 21670(f) clarifying that special districts are among the local agencies to which airport land use planning laws are intended to apply.
- 2001 Assembly Bill 93 (Wayne) Chapter 946, Statutes of 2001—Added Section 21670.3 regarding San Diego County Regional Airport Authority’s responsibility for airport planning within San Diego County.
- 2002 Assembly Bill 3026 (Committee on Transportation) Chapter 438, Statutes of 2002—Changes the term “comprehensive land use plan” to “airport land use compatibility plan.”
- 2002 Assembly Bill 2776 (Simitian) Chapter 496, Statutes of 2002—Requires information regarding the location of a property within an airport influence area be disclosed as part of certain real estate transactions effective January 1, 2004.
- 2002 Senate Bill 1468 (Knight) Chapter 971, Statutes of 2002—Changes ALUC preparation of airport land use compatibility plans for military airports from optional to required. Requires that the plans be consistent with the safety and noise standards in the Air Installation Compatible Use Zone for that airport. Requires that the general plan and any specific plans be consistent with these standards where there is military airport, but an airport land use commission does not exist.
- 2003 Assembly Bill 332 (Mullin) Chapter 351, Statutes of 2003—Clarifies that school districts and community college districts are subject to compatibility plans. Requires local public agencies to notify ALUC and Division of Aeronautics at least 45 days prior to deciding to overrule the ALUC.
- Adds that prior to granting building construction permits, local agencies shall be guided by the criteria established in the Airport Land Use Planning Handbook and any related federal aviation regulations to the extent that the criteria has been incorporated into their airport land use compatibility plan.
- 2004 Senate Bill 1223 (Committee on Transportation) Chapter 615, Statutes of 2004—Technical revisions eliminating most remaining references to the term “comprehensive land use plan” and replacing it with “airport land use compatibility plan.” Also replaces the terms “planning area” and “study area” with “airport influence area.”
- 2005 Assembly Bill 1358 (Mullin) Chapter 29, Statutes of 2005—Requires a school district to notify the Department of Transportation before leasing property for a new school site within two miles of an airport. Also makes these provisions applicable to charter schools.
- 2007 Senate Bill 10 (Kehoe) Chapter 287, Statutes of 2007—The San Diego County Regional Airport Authority Reform Act of 2007. Restructures the airport authority established in 2001 by AB 93 (Wayne), with a set of goals related to governance, accountability, planning and operations at San Diego International Airport.

- 2009 Assembly Bill 45 (Blakeslee) Chapter 404, Statutes of 2009—Requires small wind energy systems installed near airports to comply with all applicable Federal Aviation Administration requirements, including Subpart B of Part 77. These systems are not allowed to locate in vicinity of an airport if they are prohibited by a comprehensive land use plan or any implementing regulations adopted by an Airport Land Use Commission.
- 2010 Senate Bill 1333 (Yee) Chapter 329, Statutes of 2010—If a local government requires dedication of an avigation easement to the owner or operator of the airport as a condition of approval of a noise-sensitive project, the avigation easement must be granted prior to the issuance of the building permit. Also requires that a termination clause be included in the avigation easement if the project is not built or the permit has expired or been revoked.
- 2012 Assembly Bill 805 (Torres) Chapter 180, Statutes of 2012—Recodifies the Common Interest Development Act which requires a recorded disclosure statement if a common interest development is located within an airport influence area.
- 2012 Assembly Bill 1486 (Lara) Chapter 690, Statutes of 2012—Exempts from CEQA the design, construction and maintenance of certain structures and equipment of the Los Angeles Regional Interoperable Communications System (LA-RICS). However, any new antenna would be required to comply with applicable state and federal height restrictions and any height limits established by an applicable airport land use compatibility plan.
- 2013 Assembly Bill 1058 (Chávez) Chapter 83, Statutes of 2013—Modifies the process by which directors are appointed to the San Diego County Regional Airport Authority; the entity responsible for preparing, adopting and amending airport land use compatibility plans for each airport in San Diego County.
- 2013 Assembly Bill 758 (Block) Chapter 606, Statutes of 2013—Provides the City of Coronado with 540 days, instead of the standard 180 days, of any amendment to the airport land use compatibility plan to amend its general plan and any applicable specific plan.

Title 14 Code of Federal Regulations Part 77

Safe, Efficient Use and Preservation of the Navigable Airspace

Current as of June 2016

Subpart A

GENERAL

77.1 Purpose.

This part establishes:

- (a) The requirements to provide notice to the FAA of certain proposed construction, or the alteration of existing structures;
- (b) The standards used to determine obstructions to air navigation, and navigational and communication facilities;
- (c) The process for aeronautical studies of obstructions to air navigation or navigational facilities to determine the effect on the safe and efficient use of navigable airspace, air navigation facilities or equipment; and
- (d) The process to petition the FAA for discretionary review of determinations, revisions, and extensions of determinations.

77.3 Definitions.

For the purpose of this part:

“Non-precision instrument runway” means a runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved, or planned, and for which no precision approach facilities are planned, or indicated on an FAA planning document or military service military airport planning document.

Planned or proposed airport is an airport that is the subject of at least one of the following documents received by the FAA:

- (1) Airport proposals submitted under 14 CFR Part 157.
- (2) Airport Improvement Program requests for aid.
- (3) Notices of existing airports where prior notice of the airport construction or alteration was not provided as required by 14 CFR Part 157.
- (4) Airport layout plans.
- (5) DOD proposals for airports used only by the U.S. Armed Forces.
- (6) DOD proposals on joint-use (civil-military) airports.

(7) Completed airport site selection feasibility study.

“Precision instrument runway” means a runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS), or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated by an FAA-approved airport layout plan; a military service approved military airport layout plan; any other FAA planning document, or military service military airport planning document.

“Public use airport” is an airport available for use by the general public without a requirement for prior approval of the airport owner or operator.

“Seaplane base” is considered to be an airport only if its sea lanes are outlined by visual markers.

“Utility runway” means a runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.

“Visual runway” means a runway intended solely for the operation of aircraft using visual approach procedures, with no straight-in instrument approach procedure and no instrument designation indicated on an FAA-approved airport layout plan, a military service approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

Subpart B

NOTICE REQUIREMENTS

77.5 Applicability.

- (a) If you propose any construction or alteration described in §77.9, you must provide adequate notice to the FAA of that construction or alteration.
- (b) If requested by the FAA, you must also file supplemental notice before the start date and upon completion of certain construction or alterations that are described in §77.9.
- (c) Notice received by the FAA under this subpart is used to:
 - (1) Evaluate the effect of the proposed construction or alteration on safety in air commerce and the efficient use and preservation of the navigable airspace and of airport traffic capacity at public use airports;
 - (2) Determine whether the effect of proposed construction or alteration is a hazard to air navigation;
 - (3) Determine appropriate marking and lighting recommendations, using FAA Advisory Circular 70/7460–1, Obstruction Marking and Lighting;
 - (4) Determine other appropriate measures to be applied for continued safety of air navigation; and
 - (5) Notify the aviation community of the construction or alteration of objects that affect the navigable airspace, including the revision of charts, when necessary.

77.7 Form and time of notice.

- (a) If you are required to file notice under §77.9, you must submit to the FAA a completed FAA Form 7460–1, Notice of Proposed Construction or Alteration. FAA Form 7460–1 is available at FAA regional offices and on the Internet.
- (b) You must submit this form at least 45 days before the start date of the proposed construction or alteration or the date an application for a construction permit is filed, whichever is earliest.
- (c) If you propose construction or alteration that is also subject to the licensing requirements of the Federal Communications Commission (FCC), you must submit notice to the FAA on or before the date that the application is filed with the FCC.
- (d) If you propose construction or alteration to an existing structure that exceeds 2,000 ft. in height above ground level (AGL), the FAA presumes it to be a hazard to air navigation that results in an inefficient use of airspace. You must include details explaining both why the proposal would not constitute a hazard to air navigation and why it would not cause an inefficient use of airspace.
- (e) The 45-day advance notice requirement is waived if immediate construction or alteration is required because of an emergency involving essential public services, public health, or public safety. You may provide notice to the FAA by any available, expeditious means. You must file a completed FAA Form 7460–1 within 5 days of the initial notice to the FAA. Outside normal business hours, the nearest flight service station will accept emergency notices.

77.9 Construction or alteration requiring notice.

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

- (a) Any construction or alteration that is more than 200 ft. AGL at its site.
- (b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:
 - (1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.
 - (2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.
 - (3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.
- (c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.
- (d) Any construction or alteration on any of the following airports and heliports:

- (1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;
 - (2) A military airport under construction, or an airport under construction that will be available for public use;
 - (3) An airport operated by a Federal agency or the DOD.
 - (4) An airport or heliport with at least one FAA-approved instrument approach procedure.
- (e) You do not need to file notice for construction or alteration of:
- (1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;
 - (2) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAA-approved siting criteria or an appropriate military service siting criteria on military airports, the location and height of which are fixed by its functional purpose;
 - (3) Any construction or alteration for which notice is required by any other FAA regulation.
 - (4) Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure.

77.11 Supplemental notice requirements.

- (a) You must file supplemental notice with the FAA when:
- (1) The construction or alteration is more than 200 feet in height AGL at its site; or
 - (2) Requested by the FAA.
- (b) You must file supplemental notice on a prescribed FAA form to be received within the time limits specified in the FAA determination. If no time limit has been specified, you must submit supplemental notice of construction to the FAA within 5 days after the structure reaches its greatest height.
- (c) If you abandon a construction or alteration proposal that requires supplemental notice, you must submit notice to the FAA within 5 days after the project is abandoned.
- (d) If the construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

Subpart C

STANDARDS FOR DETERMINING OBSTRUCTIONS TO AIR NAVIGATION OR NAVIGATIONAL AIDS OR FACILITIES

77.13 Applicability.

This subpart describes the standards used for determining obstructions to air navigation, navigational aids, or navigational facilities. These standards apply to the following:

- (a) Any object of natural growth, terrain, or permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus.
- (b) The alteration of any permanent or temporary existing structure by a change in its height, including appurtenances, or lateral dimensions, including equipment or material used therein.

77.15 Scope.

- (a) This subpart describes standards used to determine obstructions to air navigation that may affect the safe and efficient use of navigable airspace and the operation of planned or existing air navigation and communication facilities. Such facilities include air navigation aids, communication equipment, airports, Federal airways, instrument approach or departure procedures, and approved off-airway routes.
- (b) Objects that are considered obstructions under the standards described in this subpart are presumed hazards to air navigation unless further aeronautical study concludes that the object is not a hazard. Once further aeronautical study has been initiated, the FAA will use the standards in this subpart, along with FAA policy and guidance material, to determine if the object is a hazard to air navigation.
- (c) The FAA will apply these standards with reference to an existing airport facility, and airport proposals received by the FAA, or the appropriate military service, before it issues a final determination.
- (d) For airports having defined runways with specially prepared hard surfaces, the primary surface for each runway extends 200 feet beyond each end of the runway. For airports having defined strips or pathways used regularly for aircraft takeoffs and landings, and designated runways, without specially prepared hard surfaces, each end of the primary surface for each such runway shall coincide with the corresponding end of the runway. At airports, excluding seaplane bases, having a defined landing and takeoff area with no defined pathways for aircraft takeoffs and landings, a determination must be made as to which portions of the landing and takeoff area are regularly used as landing and takeoff pathways. Those determined pathways must be considered runways, and an appropriate primary surface as defined in §77.19 will be considered as longitudinally centered on each such runway. Each end of that primary surface must coincide with the corresponding end of that runway.
- (e) The standards in this subpart apply to construction or alteration proposals on an airport (including heliports and seaplane bases with marked lanes) if that airport is one of the following before the issuance of the final determination:
 - (1) Available for public use and is listed in the Airport/Facility Directory, Supplement Alaska, or Supplement Pacific of the U.S. Government Flight Information Publications; or

- (2) A planned or proposed airport or an airport under construction of which the FAA has received actual notice, except DOD airports, where there is a clear indication the airport will be available for public use; or,
- (3) An airport operated by a Federal agency or the DOD; or,
- (4) An airport that has at least one FAA-approved instrument approach.

77.17 Obstruction standards.

- (a) An existing object, including a mobile object, is, and a future object would be an obstruction to air navigation if it is of greater height than any of the following heights or surfaces:
 - (1) A height of 499 feet AGL at the site of the object.
 - (2) A height that is 200 feet AGL, or above the established airport elevation, whichever is higher, within 3 nautical miles of the established reference point of an airport, excluding heliports, with its longest runway more than 3,200 feet in actual length, and that height increases in the proportion of 100 feet for each additional nautical mile from the airport up to a maximum of 499 feet.
 - (3) A height within a terminal obstacle clearance area, including an initial approach segment, a departure area, and a circling approach area, which would result in the vertical distance between any point on the object and an established minimum instrument flight altitude within that area or segment to be less than the required obstacle clearance.
 - (4) A height within an en route obstacle clearance area, including turn and termination areas, of a Federal Airway or approved off-airway route, that would increase the minimum obstacle clearance altitude.
 - (5) The surface of a takeoff and landing area of an airport or any imaginary surface established under §77.19, 77.21, or 77.23. However, no part of the takeoff or landing area itself will be considered an obstruction.
- (b) Except for traverse ways on or near an airport with an operative ground traffic control service furnished by an airport traffic control tower or by the airport management and coordinated with the air traffic control service, the standards of paragraph (a) of this section apply to traverse ways used or to be used for the passage of mobile objects only after the heights of these traverse ways are increased by:
 - (1) 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance.
 - (2) 15 feet for any other public roadway.
 - (3) 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road.
 - (4) 23 feet for a railroad.
 - (5) For a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it.

77.19 Civil airport imaginary surfaces.

The following civil airport imaginary surfaces are established with relation to the airport and to each runway. The size of each such imaginary surface is based on the category of each runway according to the type of approach available or planned for that runway. The slope and dimensions of the approach surface applied to each end of a runway are determined by the most precise approach procedure existing or planned for that runway end.

- (a) Horizontal surface. A horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by Swinging arcs of a specified radii from the center of each end of the primary surface of each runway of each airport and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is:
 - (1) 5,000 feet for all runways designated as utility or visual;
 - (2) 10,000 feet for all other runways. The radius of the arc specified for each end of a runway will have the same arithmetical value. That value will be the highest determined for either end of the runway. When a 5,000-foot arc is encompassed by tangents connecting two adjacent 10,000-foot arcs, the 5,000-foot arc shall be disregarded on the construction of the perimeter of the horizontal surface.
- (b) Conical surface. A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
- (c) Primary surface. A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; but when the runway has no specially prepared hard surface, the primary surface ends at each end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The width of the primary surface is:
 - (1) 250 feet for utility runways having only visual approaches.
 - (2) 500 feet for utility runways having non-precision instrument approaches.
 - (3) For other than utility runways, the width is:
 - (i) 500 feet for visual runways having only visual approaches.
 - (ii) 500 feet for non-precision instrument runways having visibility minimums greater than three-fourths statute mile.
 - (iii) 1,000 feet for a non-precision instrument runway having a non-precision instrument approach with visibility minimums as low as three-fourths of a statute mile, and for precision instrument runways.
 - (iv) The width of the primary surface of a runway will be that width prescribed in this section for the most precise approach existing or planned for either end of that runway.
- (d) Approach surface. A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is applied to each end of each runway based upon the type of approach available or planned for that runway end.

- (1) The inner edge of the approach surface is the same width as the primary surface and it expands uniformly to a width of:
 - (i) 1,250 feet for that end of a utility runway with only visual approaches;
 - (ii) 1,500 feet for that end of a runway other than a utility runway with only visual approaches;
 - (iii) 2,000 feet for that end of a utility runway with a non-precision instrument approach;
 - (iv) 3,500 feet for that end of a non-precision instrument runway other than utility, having visibility minimums greater than three-fourths of a statute mile;
 - (v) 4,000 feet for that end of a non-precision instrument runway, other than utility, having a non-precision instrument approach with visibility minimums as low as three-fourths statute mile; and
 - (vi) 16,000 feet for precision instrument runways.
- (2) The approach surface extends for a horizontal distance of:
 - (i) 5,000 feet at a slope of 20 to 1 for all utility and visual runways;
 - (ii) 10,000 feet at a slope of 34 to 1 for all non-precision instrument runways other than utility; and
 - (iii) 10,000 feet at a slope of 50 to 1 with an additional 40,000 feet at a slope of 40 to 1 for all precision instrument runways.
- (3) The outer width of an approach surface to an end of a runway will be that width prescribed in this subsection for the most precise approach existing or planned for that runway end.
- (e) Transitional surface. These surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7 to 1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.

77.21 Department of Defense (DOD) airport imaginary surfaces.

- (a) Related to airport reference points. These surfaces apply to all military airports. For the purposes of this section, a military airport is any airport operated by the DOD.
 - (1) Inner horizontal surface. A plane that is oval in shape at a height of 150 feet above the established airfield elevation. The plane is constructed by scribing an arc with a radius of 7,500 feet about the centerline at the end of each runway and interconnecting these arcs with tangents.
 - (2) Conical surface. A surface extending from the periphery of the inner horizontal surface outward and upward at a slope of 20 to 1 for a horizontal distance of 7,000 feet to a height of 500 feet above the established airfield elevation.

- (3) Outer horizontal surface. A plane, located 500 feet above the established airfield elevation, extending outward from the outer periphery of the conical surface for a horizontal distance of 30,000 feet.
- (b) Related to runways. These surfaces apply to all military airports.
 - (1) Primary surface. A surface located on the ground or water longitudinally centered on each runway with the same length as the runway. The width of the primary surface for runways is 2,000 feet. However, at established bases where substantial construction has taken place in accordance with a previous lateral clearance criteria, the 2,000-foot width may be reduced to the former criteria.
 - (2) Clear zone surface. A surface located on the ground or water at each end of the primary surface, with a length of 1,000 feet and the same width as the primary surface.
 - (3) Approach clearance surface. An inclined plane, symmetrical about the runway centerline extended, beginning 200 feet beyond each end of the primary surface at the centerline elevation of the runway end and extending for 50,000 feet. The slope of the approach clearance surface is 50 to 1 along the runway centerline extended until it reaches an elevation of 500 feet above the established airport elevation. It then continues horizontally at this elevation to a point 50,000 feet from the point of beginning. The width of this surface at the runway end is the same as the primary surface, it flares uniformly, and the width at 50,000 is 16,000 feet.
 - (4) Transitional surfaces. These surfaces connect the primary surfaces, the first 200 feet of the clear zone surfaces, and the approach clearance surfaces to the inner horizontal surface, conical surface, outer horizontal surface or other transitional surfaces. The slope of the transitional surface is 7 to 1 outward and upward at right angles to the runway centerline.

77.23 Heliport imaginary surfaces.

- (a) Primary surface. The area of the primary surface coincides in size and shape with the designated take-off and landing area. This surface is a horizontal plane at the elevation of the established heliport elevation.
- (b) Approach surface. The approach surface begins at each end of the heliport primary surface with the same width as the primary surface, and extends outward and upward for a horizontal distance of 4,000 feet where its width is 500 feet. The slope of the approach surface is 8 to 1 for civil heliports and 10 to 1 for military heliports.
- (c) Transitional surfaces. These surfaces extend outward and upward from the lateral boundaries of the primary surface and from the approach surfaces at a slope of 2 to 1 for a distance of 250 feet measured horizontally from the centerline of the primary and approach surfaces.

Subpart D

AERONAUTICAL STUDIES AND DETERMINATIONS

77.25 Applicability.

- (a) This subpart applies to any aeronautical study of a proposed construction or alteration for which notice to the FAA is required under §77.9.
- (b) The purpose of an aeronautical study is to determine whether the aeronautical effects of the specific proposal and, where appropriate, the cumulative impact resulting from the proposed construction or alteration when combined with the effects of other existing or proposed structures, would constitute a hazard to air navigation.
- (c) The obstruction standards in subpart C of this part are supplemented by other manuals and directives used in determining the effect on the navigable airspace of a proposed construction or alteration. When the FAA needs additional information, it may circulate a study to interested parties for comment.

77.27 Initiation of studies.

The FAA will conduct an aeronautical study when:

- (a) Requested by the sponsor of any proposed construction or alteration for which a notice is submitted; or
- (b) The FAA determines a study is necessary.

77.29 Evaluating aeronautical effect.

- (a) The FAA conducts an aeronautical study to determine the impact of a proposed structure, an existing structure that has not yet been studied by the FAA, or an alteration of an existing structure on aeronautical operations, procedures, and the safety of flight. These studies include evaluating:
 - (1) The impact on arrival, departure, and en route procedures for aircraft operating under visual flight rules;
 - (2) The impact on arrival, departure, and en route procedures for aircraft operating under instrument flight rules;
 - (3) The impact on existing and planned public use airports;
 - (4) Airport traffic capacity of existing public use airports and public use airport development plans received before the issuance of the final determination;
 - (5) Minimum obstacle clearance altitudes, minimum instrument flight rules altitudes, approved or planned instrument approach procedures, and departure procedures;
 - (6) The potential effect on ATC radar, direction finders, ATC tower line-of-sight visibility, and physical or electromagnetic effects on air navigation, communication facilities, and other surveillance systems;
 - (7) The aeronautical effects resulting from the cumulative impact of a proposed construction or alteration of a structure when combined with the effects of other existing or proposed structures.
- (b) If you withdraw the proposed construction or alteration or revise it so that it is no longer identified as an obstruction, or if no further aeronautical study is necessary, the FAA may terminate the study.

77.31 Determinations.

- (a) The FAA will issue a determination stating whether the proposed construction or alteration would be a hazard to air navigation, and will advise all known interested persons.
- (b) The FAA will make determinations based on the aeronautical study findings and will identify the following:
 - (1) The effects on VFR/IFR aeronautical departure/arrival operations, air traffic procedures, minimum flight altitudes, and existing, planned, or proposed airports listed in §77.15(e) of which the FAA has received actual notice prior to issuance of a final determination.
 - (2) The extent of the physical and/or electromagnetic effect on the operation of existing or proposed air navigation facilities, communication aids, or surveillance systems.
- (c) The FAA will issue a Determination of Hazard to Air Navigation when the aeronautical study concludes that the proposed construction or alteration will exceed an obstruction standard and would have a substantial aeronautical impact.
- (d) A Determination of No Hazard to Air Navigation will be issued when the aeronautical study concludes that the proposed construction or alteration will exceed an obstruction standard but would not have a substantial aeronautical impact to air navigation. A Determination of No Hazard to Air Navigation may include the following:
 - (1) Conditional provisions of a determination.
 - (2) Limitations necessary to minimize potential problems, such as the use of temporary construction equipment.
 - (3) Supplemental notice requirements, when required.
 - (4) Marking and lighting recommendations, as appropriate.
- (e) The FAA will issue a Determination of No Hazard to Air Navigation when a proposed structure does not exceed any of the obstruction standards and would not be a hazard to air navigation.

77.33 Effective period of determinations.

- (a) The effective date of a determination not subject to discretionary review under §77.37(b) is the date of issuance. The effective date of all other determinations for a proposed or existing structure is 40 days from the date of issuance, provided a valid petition for review has not been received by the FAA. If a valid petition for review is filed, the determination will not become final, pending disposition of the petition.
- (b) Unless extended, revised, or terminated, each Determination of No Hazard to Air Navigation issued under this subpart expires 18 months after the effective date of the determination, or on the date the proposed construction or alteration is abandoned, whichever is earlier.
- (c) A Determination of Hazard to Air Navigation has no expiration date.

77.35 Extensions, terminations, revisions and corrections.

- (a) You may petition the FAA official that issued the Determination of No Hazard to Air Navigation to revise or reconsider the determination based on new facts or to extend the effective period of the determination, provided that:
 - (1) Actual structural work of the proposed construction or alteration, such as the laying of a foundation, but not including excavation, has not been started; and
 - (2) The petition is submitted at least 15 days before the expiration date of the Determination of No Hazard to Air Navigation.
- (b) A Determination of No Hazard to Air Navigation issued for those construction or alteration proposals not requiring an FCC construction permit may be extended by the FAA one time for a period not to exceed 18 months.
- (c) A Determination of No Hazard to Air Navigation issued for a proposal requiring an FCC construction permit may be granted extensions for up to 18 months, provided that:
 - (1) You submit evidence that an application for a construction permit/license was filed with the FCC for the associated site within 6 months of issuance of the determination; and
 - (2) You submit evidence that additional time is warranted because of FCC requirements; and
 - (3) Where the FCC issues a construction permit, a final Determination of No Hazard to Air Navigation is effective until the date prescribed by the FCC for completion of the construction. If an extension of the original FCC completion date is needed, an extension of the FAA determination must be requested from the Obstruction Evaluation Service (OES).
 - (4) If the Commission refuses to issue a construction permit, the final determination expires on the date of its refusal.

Subpart E**PETITIONS FOR DISCRETIONARY REVIEW****77.37 General.**

- (a) If you are the sponsor, provided a substantive aeronautical comment on a proposal in an aeronautical study, or have a substantive aeronautical comment on the proposal but were not given an opportunity to state it, you may petition the FAA for a discretionary review of a determination, revision, or extension of a determination issued by the FAA.
- (b) You may not file a petition for discretionary review for a Determination of No Hazard that is issued for a temporary structure, marking and lighting recommendation, or when a proposed structure or alteration does not exceed obstruction standards contained in subpart C of this part.

77.39 Contents of a petition.

- (a) You must file a petition for discretionary review in writing and it must be received by the FAA within 30 days after the issuance of a determination under §77.31, or a revision or extension of the determination under §77.35.
- (b) The petition must contain a full statement of the aeronautical basis on which the petition is made, and must include new information or facts not previously considered or presented during the aeronautical study, including valid aeronautical reasons why the determination, revisions, or extension made by the FAA should be reviewed.
- (c) In the event that the last day of the 30-day filing period falls on a weekend or a day the Federal government is closed, the last day of the filing period is the next day that the government is open.
- (d) The FAA will inform the petitioner or sponsor (if other than the petitioner) and the FCC (whenever an FCC-related proposal is involved) of the filing of the petition and that the determination is not final pending disposition of the petition.

77.41 Discretionary review results.

- (a) If discretionary review is granted, the FAA will inform the petitioner and the sponsor (if other than the petitioner) of the issues to be studied and reviewed. The review may include a request for comments and a review of all records from the initial aeronautical study.
- (b) If discretionary review is denied, the FAA will notify the petitioner and the sponsor (if other than the petitioner), and the FCC, whenever a FCC-related proposal is involved, of the basis for the denial along with a statement that the determination is final.
- (c) After concluding the discretionary review process, the FAA will revise, affirm, or reverse the determination.

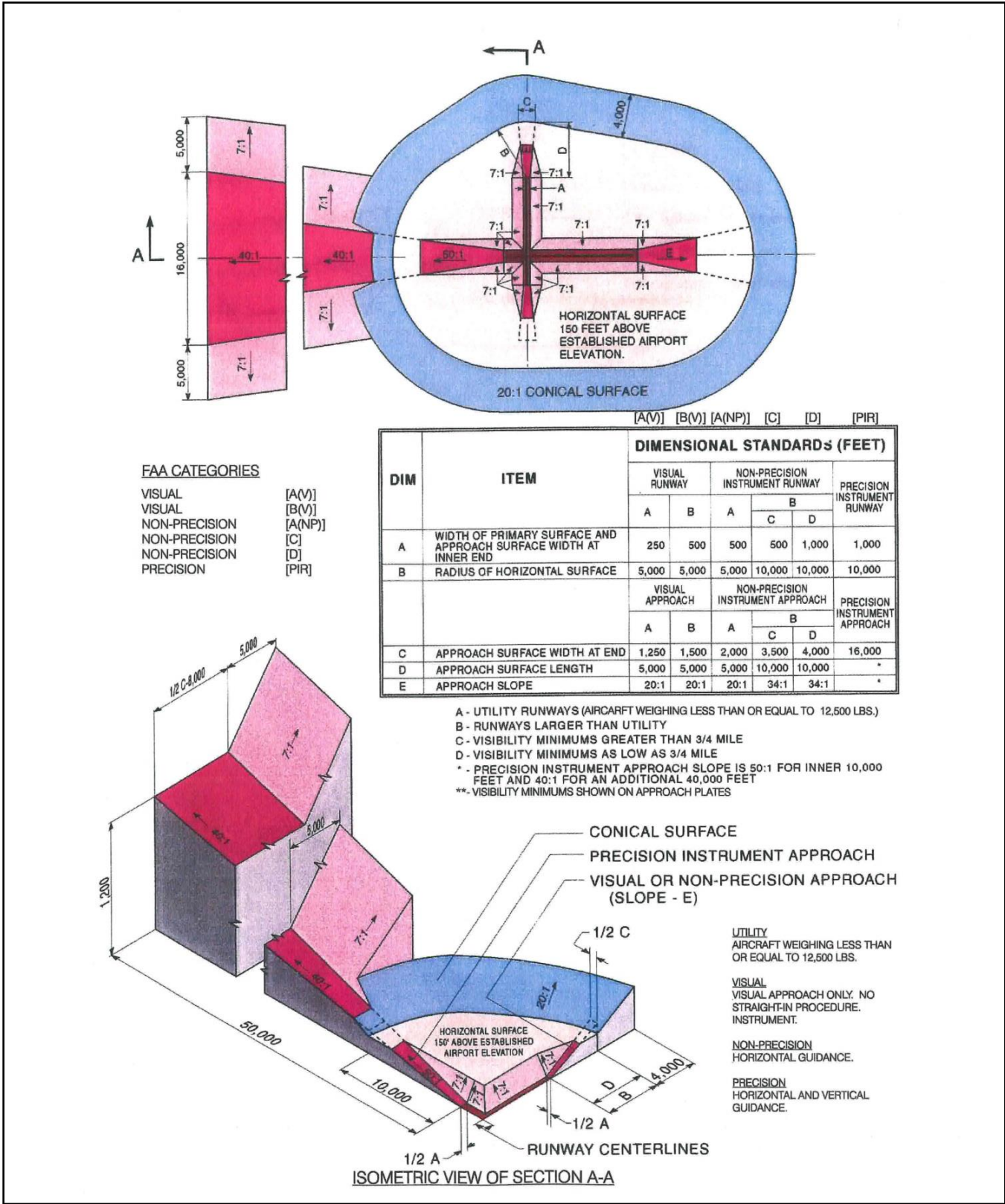


Figure B1

CFR Part 77 Imaginary Surfaces

Figure B2

FAA Form 7460-1

Figure B3

Online Submittal of Form 7460-1: Notice of Proposed Construction or Alteration

Historically a paper form called a “7460-1” was required to be submitted to the FAA for any project proposed on airport property and certain projects near airports. Recently, the FAA has moved from paper forms to an on-line system of evaluating the effects of a proposed project on the national airspace system.

- The on-line system can be accessed at <https://oeaaa.faa.gov>.

This new system allows project proponents to submit and track their proposal as it progresses through the FAA evaluation process.

The purpose of this guidance is to supplement and clarify the FAA user guide for the 7460 website.

- available at: https://oeaaa.faa.gov/oeaaa/external/content/OEexternal_Guide_v3.1.pdf

We recommend that the user first read the entire guide provided by the FAA, and then use this document to clarify some of the more complicated aspects of the online 7460 system.

When a project must be submitted to the FAA

CFR Title 14 Part 77.13 states that any person/organization who intends to sponsor any of the following construction or alterations must notify the Administrator of the FAA:

- Any construction or alteration exceeding 200 ft. above ground level
- Any construction or alteration:
 - within 20,000 ft. of a public use or military airport which exceeds a 100:1 surface from any point on the runway of each airport with at least one runway more than 3,200 ft.
 - within 10,000 ft. of a public use or military airport which exceeds a 50:1 surface from any point on the runway of each airport with its longest runway no more than 3,200 ft.
 - within 5,000 ft. of a public use heliport which exceeds a 25:1 surface
- Any highway, railroad or other traverse way whose prescribed adjusted height would exceed the above noted standards
- When requested by the FAA
- Any construction or alteration located on a public use airport or heliport regardless of height or location.

The FAA has been continuously improving the oe/aaa website to be more user friendly and increase the on-line functionality. The look and feel of the website may change in the future, but the majority of the content should remain as is.

Create an account

Before accessing the features of the website, the user will be required to create a username and password to access the website.

Obstruction Evaluation
Version 2010.1.0

Home

FAA OE/AAA Offices

View Determined Cases

View Proposed Cases

View Supplemental Notices (Form 7460-2)

View Circularized Cases

Search Archives

Download Archives

Circle Search for Cases

Circle Search for Airports

Discretionary Review FAQs

Notice Criteria Tool

DoD Preliminary Screening Tool

Distance Calculation Tool

OE/AAA Account

Login

New User Registration

Information Resources

FAA Acronyms

Forms

Regulatory Policy

Obstruction Evaluation / Airport Airspace Analysis (OE/AAA)

faa.gov Tools: [Print this page](#)

In administering Title 14 of the Code of Federal Regulations CFR Part 77, the prime objectives of the FAA are to promote air safety and the efficient use of the navigable airspace. To accomplish this mission, aeronautical studies are conducted based on information provided by proponents on an FAA Form 7460-1, Notice of Proposed Construction or Alteration.

[Advisory Circular 70/7460-1K](#), Obstruction Marking and Lighting, describes the standards for marking and lighting structures such as buildings, chimneys, antenna towers, cooling towers, storage tanks, supporting structures of overhead wires, etc.

OE/AAA Filing Process

If your organization is planning to sponsor any construction or alterations which may affect navigable airspace, you must file a **Notice of Proposed Construction or Alteration** (Form 7460-1) with the FAA.

CLICK HERE
for Instructions on how to E-file
your proposal with the FAA

If construction or alteration IS NOT LOCATED on an airport:

You may file forms 7460-1 and 7460-2 electronically via this website - [New User Registration](#).

or

You may file forms 7460-1 and 7460-2 via US Postal Mail to:

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Service, AJR-322
2601 Meacham Boulevard
Fort Worth, TX 76193

Questions? Please contact the [appropriate representative](#).

If construction or alteration IS LOCATED on an airport:

You may file forms 7460-1 electronically via this website - [New User Registration](#).

or

Find the [FAA Airports Region / District Office](#) having jurisdiction over the airport on which the construction is located, and file to that address.

Once a user has created an account, they will be able to log in and will be directed to the OE/AAA Portal Page. This page displays a summary of any projects which have been entered into the website, categorized by off-airport and on-airport projects.

Adding a Sponsor

Before a user can enter project specific information, a project sponsor must be created. A sponsor is the person who is ultimately responsible for the construction or alteration. All FAA correspondence will be addressed to the sponsor. The sponsor could be the airport manager for projects proposed by the airport, or the developer proposing off airport construction. To create a sponsor contact, click “Add New Sponsor” on the “portal” page. From there the user can add sponsors for various projects.

Ukiah Municipal Airport Land Use Compatibility Plan (Adopted May 20, 2021)

B-17

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OE/AAA Portal Page

faa.gov Tools: Print this page

My Account	Off Airport Construction (includes on Military Airport)	On Airport Construction (excludes on Military Airport)																																		
Name: User Name: Login Time: IP Address: Actions: What's New Update Account Information Change Password Logout	My Cases (Off Airport) Add New Case (Off Airport) My Sponsors Add New Sponsor Air Traffic Areas of Responsibility My Cases by Status: <table> <tr><td>Draft</td><td>0</td></tr> <tr><td>Accepted</td><td>0</td></tr> <tr><td>Add Letter</td><td>0</td></tr> <tr><td>Work in Progress</td><td>0</td></tr> <tr><td>Determined</td><td>0</td></tr> <tr><td>Circularized</td><td>0</td></tr> <tr><td>Terminated</td><td>0</td></tr> <tr><td>All</td><td>0</td></tr> </table> Draft: Cases that have been saved by the user but have not been submitted to the FAA. Accepted: Cases that have been submitted to the FAA. Add Letter: Cases that have been reviewed by the FAA and require additional information from the user. Work in Progress: Cases that are being evaluated by the FAA. Determined: Cases that have a completed aeronautical study and an FAA determination. Terminated: Cases that are no longer valid. Please allow the FAA a minimum of 30 days to complete a study. Click here to contact the appropriate representative.	Draft	0	Accepted	0	Add Letter	0	Work in Progress	0	Determined	0	Circularized	0	Terminated	0	All	0	My Cases (On Airport) Add New Case (On Airport) My Sponsors Add New Sponsor Airports Regional Contacts My Cases by Status: <table> <tr><td>Draft</td><td>0</td></tr> <tr><td>Waiting</td><td>0</td></tr> <tr><td>Accepted</td><td>179</td></tr> <tr><td>Add Letter</td><td>0</td></tr> <tr><td>Work In Progress</td><td>64</td></tr> <tr><td>Determined</td><td>4</td></tr> <tr><td>Terminated</td><td>0</td></tr> <tr><td>Deleted</td><td>0</td></tr> <tr><td>All</td><td>247</td></tr> </table> Draft: Cases that have been saved by the user but have not been submitted to the FAA. Waiting: Cases that have not been submitted to the FAA and are waiting for an action from the user, either to verify the map or attach a sketch. Accepted: Cases that have been submitted to the FAA. Add Letter: Cases that have been reviewed by the FAA and require additional information from the user. Work in Progress: Cases that are being evaluated by the FAA. Determined: Cases that have completed a aeronautical study and an FAA determination. Terminated: Cases that are no longer valid. NOTE: Please use this section for filing on-airport constructions electronically.	Draft	0	Waiting	0	Accepted	179	Add Letter	0	Work In Progress	64	Determined	4	Terminated	0	Deleted	0	All	247
Draft	0																																			
Accepted	0																																			
Add Letter	0																																			
Work in Progress	0																																			
Determined	0																																			
Circularized	0																																			
Terminated	0																																			
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Waiting	0																																			
Accepted	179																																			
Add Letter	0																																			
Work In Progress	64																																			
Determined	4																																			
Terminated	0																																			
Deleted	0																																			
All	247																																			
Email Notifications Circularized Case Notification	Help OE/AAA Support Desk Phone: 202-580-7500 Email: oeaaa_helpdesk@cghitech.com	Documents - OE/AAA System User Guide - FAA Acronyms																																		

When the user selects “Add New Sponsor”, they will be presented with the following screen:

Add New Sponsor

faa.gov Tools: Print this page

- The Sponsor can be you, your company, or your client. The sponsor is the person or business ultimately responsible for the construction or alteration. The sponsor appears as the addressee on all correspondence from the FAA.
- Please populate the following form to add or update a Sponsor.
- Required fields indicated with *

* Sponsor Name:	
* Attention Of:	
* Address:	
Address2:	
* City:	
* State:	
-OR-	
* Non-US State:	
* Country:	United States
* Zip / Post Code:	
* Phone:	- - ext
* Fax:	- -
* Email:	

NOTE: The party submitting information through the FAA website **DOES NOT** have to be the same as the sponsor. Often, a consultant or other party under direction from the sponsor makes the submittal through the website

Creating a New Submittal

There are two options for creating a new 7460 submittal. Again on the left side, either click “Add New Case (off airport)” or “Add New Case (on airport)”

The screenshot shows the OE/AAA Portal Page. On the left is a sidebar menu with the following items:

- Obstruction Evaluation Version 2010.1.0
- Home
- FAA OE/AAA Offices
- View Determined Cases
- View Proposed Cases
- View Supplemental Notices (Form 7460-2)
- View Circularized Cases
- Search Archives
- Download Archives
- Circle Search for Cases
- Circle Search for Airports
- Discretionary Review FAQs
- Notice Criteria Tool
- DoD Preliminary Screening Tool
- Distance Calculation Tool
- OE/AAA Account**
 - Portal Page
 - My Cases (Off Airport)
 - My Cases (On Airport)
 - My Sponsors
 - Add New Case (Off Airport)
 - Add New Case (On Airport)
 - Update User Account
 - What's New
 - Change Password
 - Logout

Two red arrows point to the 'Add New Case (Off Airport)' and 'Add New Case (On Airport)' links in the sidebar.

The main content area is titled 'OE/AAA Portal Page' and contains a 'My Account' section with the following fields:

- Name:
- User Name:
- Login Time:
- IP Address:

Below these fields is an 'Actions' section with the following links:

- What's New
- Update Account Information
- Change Password
- Logout

At the bottom of the main content area is an 'Email Notifications' section with the following link:

- Circularized Case Notification

There are some differences in the required fields for “on airport” vs. “off airport” but the differences are minor and self-explanatory. One tip: for off airport submittals there is a field for “requested marking/lighting”. If the user does not have a preference, select other from the pull down menu and in the “other field” state “no preference”.

Notice of Proposed Construction or Alteration - Off Airport

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Sponsor (person, company, etc. proposing this action)

* Sponsor:

Construction / Alteration Information

* Notice Of:

* Duration:

if Temporary : Months: Days:

Work Schedule - Start: (mm/dd/yyyy)

Work Schedule - End: (mm/dd/yyyy)

State Filing:

Structure Summary

* Structure Type:

* Structure Name:

FCC Number:

Prior ASN: - - - OE

Structure Details

* Latitude: ° ' '' N

* Longitude: ° ' '' W

* Horizontal Datum:

* Site Elevation (SE): (nearest foot)

* Structure Height (AGL): (nearest foot)

* Requested Marking/Lighting:

Other :

Audio Visual Warning System(AVWS): ☐ Yes

* Current Marking/Lighting:

Other :

* Nearest City:

* Nearest State:

* Description of Location:

* Description of Proposal:

Common Frequency Bands

	Low Freq	High Freq	Freq Unit	ERP	ERP Unit
☐	806	824	MHz	500	W
☐	824	849	MHz	500	W
☐	851	866	MHz	500	W
☐	869	894	MHz	500	W
☐	896	901	MHz	500	W
☐	901	902	MHz	7	W
☐	930	931	MHz	3500	W
☐	931	932	MHz	3500	W
☐	932	932.5	MHz	17	dBW
☐	935	940	MHz	1000	W
☐	940	941	MHz	3500	W
☐	1850	1910	MHz	1640	W
☐	1930	1990	MHz	1640	W
☐	2305	2310	MHz	2000	W
☐	2345	2360	MHz	2000	W

Specific Frequencies

[Add Specific Frequency](#)

Additional Location(s)

[Add New Location\(s\)](#)

Accurate lat/long and site elevation is critical for an accurate airspace determination.

It is recommended that survey quality data be obtained from a recent survey, a GPS unit, or worst case, scaled from a topo quad.

- The most common “notice of” is construction. Select from pull down menu.
- Latitude and longitude must be entered for the structure/construction activity.
- Most 7460 submittals will require multiple points with lat/long unless the 7460 is for a pole/tower/ or other single point object. Buildings and construction areas all require points indicating the extents of the building or area. More information is provided below on how to add additional points to a submittal.
- There is a field to describe the activity taking place. In some complex activities the field does not provide enough room for the required text. An additional explanatory letter can be attached. Additional information is provided in this section on how to add a letter or document to the submittal.
- Red asterisks indicate the required fields.
- Unless there has been a previous aeronautical study for this submittal leave the “prior study” fields blank.
- Only select “common frequency bands” if the proposed structure will transmit a signal.

If the submittal is a building or construction area that is more than a single lat/long point the user must save the data first. Click save at the bottom of the page. This will bring up a summary screen of the case. To add more points click “clone” under the heading “actions”.

Notice of Proposed Construction or Alteration - Off Airport

faa.gov Tools:  Print this page

Project Name: TEST1-000119804-09

Sponsor: test10

Project Summary : TEST1-000119804-09

[Add Another Case to this Project](#)

Structure	City, State	Lat/Long	Map	Actions
sadfv Draft	edfv, TX	30° 30' 30.00" N 95° 30' 30.00" W	 Verify Map	Delete Clone Upload a PDF
sadfv Draft	edfv, TX	30° 30' 3.00" N 95° 41' 1.00" W	 Verify Map	Delete Clone Upload a PDF
sadfv Draft	edfv, TX	30° 30' 30.00" N 95° 1' 1.00" W	 Verify Map	Delete Clone Upload a PDF
sadfv Draft	edfv, TX	30° 30' 9.00" N 94° 4' 7.00" W	 Verify Map	Delete Clone Upload a PDF
sadfv Draft	edfv, TX	30° 30' 15.00" N 95° 41' 4.00" W	 Verify Map	Delete Clone Upload a PDF

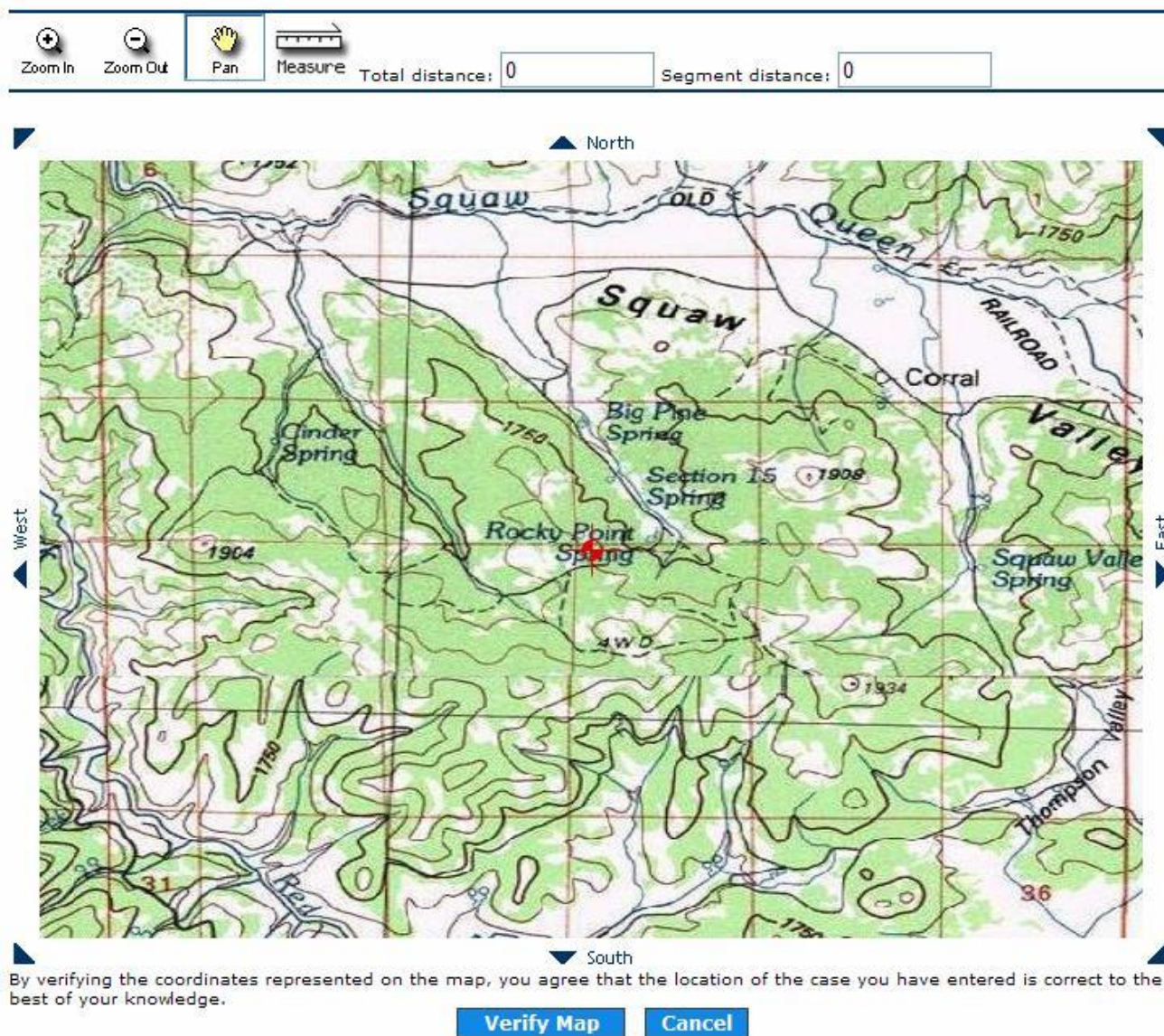
To submit this project, you must verify the coordinates of each case listed above.

The clone tool copies all the relevant information to a new page where an additional lat/long and elevation can be entered. However, the clone process does not number the various points of a proposed project. When entering the details for a point (see Image 5) it is helpful if the user assigns a number to the point and references the total number of points for the project (e.g. point 2 of 20). The numbering can be included in the project “description/remarks” field for each point.

It should be noted that each individual point associated with a project (e.g. each corner of a building) is evaluated individually, thus the importance of including a numbering system (2 of 20) in the text/description box.

Once done, click “save” again. Now the user will see two records under the “project summary” heading. Continue this process of cloning for all the remaining points.

Once all the points have been entered, each point must be verified. There is a red X with the words “verify map” indicating the user has not verified the location. Click Verify Map, a popup will display the lat/long point on a topo map and the user must verify that it is in the correct location. After clicking “verify map” on the popup, the red X will become a blue checkmark. It seems to be more efficient to enter all of the points associated with a project and then return to verify each point on the map at one time.



All on-airport project submittals must have a “project sketch” included. Under the “actions” column select “upload a PDF”. Once you have uploaded a sketch for all the points associated with the project the red X under “sketch” will turn to a green check mark. Off-airport projects do not require a “project sketch”, but the user can still upload one for informational purposes.

If the user needs to add any other information such as an explanatory letter, clicking on “upload a PDF” will allow the user to upload more documents, although only one at a time. Keep in mind that if additional

PDFs or information are being provided, like the project sketch it must be uploaded to every point associated with the project.

Once the maps have been verified and sketches uploaded for all points associated with the case, the user will be able to submit the 7460 to the FAA for review.

Status of Submitted Projects

To check the status of a submittal, click on either “my cases (off airport)” or “my cases (on airport)” to see a list of what has been submitted. Each of the multiple points associated with one project will be listed as if they are separate, although still associated. The points will have a status:

ALL of My Cases (Off Airport) faa.gov Tools Print this page

All Cases		Filter by Case Status			Cases Requiring Action		
Show All Cases (31)		Draft (15)	Accepted (0)	Work in Progress (0)	7460-2 Required (0) Add Letter (0)		
		Determined (0)	Circularized (0)	Terminated (16)			

Records 1 to 20 of 31 Page 1 of 2 [Next page →](#)

Project Name	Structure Name	ASN	Status	Date Accepted	Date Determined	City	State
CITY -000038834-06	Test	2007-ASW-11935-OE	Terminated	12/27/2007	12/27/2007	Test	TX
CITY -000059482-07	adv		Draft			ljkvnaad	AS
CITY -000059483-07			Draft			1WADC	TX
CITY -000060676-07	Clearing		Draft			Loackhaven	PA
GLYN -000102789-08	Belgrade		Draft			Memphis	TN
TEST -000017393-05			Draft			Test	TX
TEST -000017393-05			Draft			Test	VA
TEST -000026823-05	-2 Test	2005-ASW-5900-OE	Terminated	10/24/2005	01/26/2006	Test	TX
TEST-000042518-06			Draft			Test	PW
TEST-000054890-06			Draft			Miami	HI
TEST-000062979-07	Test	2007-ASW-2891-OE	Terminated	03/31/2007	03/31/2007	Test	TX
TEST-000068585-07	Test	2007-ASW-4498-OE	Terminated	06/06/2007	06/06/2007	Test	TX
TEST-000070702-07	Test	2007-AAL-169-OE	Terminated	06/28/2007	06/28/2007	test	AK
TEST-000073196-07	Test	2007-ASW-6665-OE	Terminated	07/28/2007	07/28/2007	Test	TX
TEST-000076148-07	Test Case	2007-ASW-7840-OE	Terminated	08/30/2007	09/24/2007	Test	TX
TEST-000080619-07	Test	2007-ASW-9818-OE	Terminated	10/25/2007	10/25/2007	Test	TX
TEST-000089176-08	Test	2008-ASW-1637-OE	Terminated	02/28/2008	02/28/2008	Test	TX
TEST-000100444-08	test	2008-ASW-5488-OE	Terminated	08/04/2008	08/04/2008	Test	TX
TEST-000102395-08	test	2008-ASW-5898-OE	Terminated	08/28/2008	10/03/2008	Test	TX
TEST-000104649-08	test	2008-ASW-6317-OE	Terminated	10/03/2008	10/09/2008	test	TX

Records 1 to 20 of 31 Rows per Page: 20 Page: 1 2 [Next page →](#) Page 1 of 2

Project Status Definitions:

Draft: Cases that have been saved by the user but have not been submitted to the FAA.

Waiting: Cases that have not been submitted to the FAA and are waiting for an action from the user, either to verify the map or attach a sketch.

Accepted: Cases that have been submitted to the FAA.

Add Letter: Cases that have been reviewed by the FAA and require additional information from the user.

Work in Progress: Cases that are being evaluated by the FAA.

Determined: Cases that have a completed aeronautical study and an FAA determination.

Terminated: Cases that are no longer valid.

These definitions are also shown at the bottom of the summary screen.

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Airport Land Use Compatibility Concepts

OVERVIEW

The land use compatibility concerns addressed by ALUCs can generally be grouped under four headings: noise, safety, airspace protection, and overflight. **Table C1** briefly describes the nature of each of these compatibility concerns. The types of land use measures available to ALUCs for addressing these concerns are identified as well. The discussion that follows highlights some additional factors to be recognized when airport land use compatibility issues are examined.

NOISE

Measuring Noise Impacts

The principal tool by which airports and surrounding communities can assess airport noise impacts is through calculation of Community Noise Equivalent Level (CNEL) contours. In making such assessments, however, the limitations of CNEL contours are essential to recognize.

- **Averaging.** CNEL contours represent a single day's average of all of the aircraft noise events which take place at an airport over a year's time. The contours are a composite of individual noise events and thus do not directly measure these events. However, because noise is measured on a logarithmic scale, the contours can be significantly affected by a few particularly loud events or aircraft types. Also, particularly annoying noise (such as high-pitch sounds or ones which create vibrations) are not explicitly taken into account. Consequently, other noise factors often must be considered in land use compatibility planning evaluations.
- **Accuracy.** Many assumptions go into the calculation of noise contours. This is particularly the case at general aviation airports. A 2-3 dB accuracy with regard to calculation of existing contours is considered good. For future contours, the added uncertainty of forecasting both activity levels and aircraft technology means that an accuracy of ± 5 dB is as much as can realistically be expected.
- **Scope.** As normally depicted, cumulative noise level contours do not encompass the total area affected by aircraft noise around an airport. Use of noise contours to show marginally affected areas is, at best, imprecise because of the varied distribution of flight tracks and altitudes which occurs with increased distance from the runway ends.
- **Relationship to Land Uses.** Noise contours by themselves indicate nothing as to whether a given type of land use is compatible at a particular noise exposure. Basic compatibility guidelines have been established by both the federal and state governments, but adjustment of these criteria to reflect local community and airport conditions is still essential. This adjustment process is often referred to as *normalization*. Even after normalization has been applied, however, the comparative noise sensitivity of one person versus another still remains as a variable.

Noise Footprints of Individual Aircraft

A different perspective on airport noise impacts can be obtained by examining sound level data for individual aircraft operations as opposed to the composite contours described above. **Figure C2** shows a series of what are usually referred to as single-event levels or aircraft noise footprints. For each of the aircraft listed, these contours indicate the momentary, maximum sound levels experienced on the ground as the aircraft flies over while approaching and departing a runway. The 65 dBA sound level (the outermost contour) is significant in that this is the level at which interference with speech begins to be significant.

Formatted in this way, the noise levels of various types of aircraft can readily be compared. The footprints dramatically illustrate, for example, why early business jets and other noisy aircraft (including fire attack aircraft) can have a major effect on the size of cumulative noise contours despite their relatively small number of annual operations. The footprints also show the relatively small noise impact of contemporary regional airline jets—about the same as an average, twin piston-engine airplane.

SAFETY

Assessing Aircraft Accident Risks

Accident risks can generally be assessed in terms of two components: the *frequency* with which the accidents can be predicted to occur; and the potential *severity* of an accident when one occurs. Aircraft accidents near airports are events which happen infrequently, but, when they do, the consequences can be severe. To better appreciate the relationship between risks and safety compatibility planning for airport environs, further examination of these two components is useful.

The frequency component of risk is itself comprised of two elements. One is the *relative* frequency with which accidents occur in any given location as compared to other locations. The second is the *absolute* frequency with which accidents take place in a given proximity to an airport runway over a specified period of time. Until recently, good data on the spatial or geographic distribution of near-airport, general aviation aircraft accidents was lacking. As discussed below, valuable information on this topic is now available.

The temporal, or time, element of aircraft accident frequency remains a controversial subject. Accident probabilities as a function of time can be calculated using nationwide ratios of accidents to aircraft operations and then multiplying by the number of aircraft operations expected to take place at an individual airport over a specified period of time. For any particular parcel or small area, however, the resulting probability numbers are so low as to seem insignificant. The problem is that the numbers by themselves lack context. Sometimes, attempts are made to give them a sense of scale by making comparisons with the probability of an individual being struck by lightning or experiencing some other calamity. Even then, though, it is difficult to base land use policies on risk data comparing widely different types of events.

A further aspect of the problem, especially with regard to aircraft accident risks, is that public *perception* is perhaps more important than statistics. While the reality is that accidents involving light, general aviation aircraft seldom cause major damage or deaths on the ground, public perception usually is that only “luck” prevented any particular event from being a major catastrophe. Accidents involving larger aircraft—

business jets and airline aircraft—are more likely to have significant consequences to land uses, but there are fewer such aircraft flying at most airports and, on a national basis, the accident frequency is lower than for small planes. Also important—especially when considering the fundamental role of ALUCs to protect airports—is that, when an aircraft accident happens near an airport, public response is usually in favor of restricting the airport usage, not the surrounding land uses.

Ultimately, this issue boils down to the question of: what is acceptable risk? The answer to this question is something which individual communities must each decide. In urban locations, people generally accept a somewhat higher level of risk than they might in rural areas, just as they accept a higher level of ambient noise. It is simply one of the disadvantages of urban living which go hand in hand with the advantages. Safety is relative, not absolute.

Aircraft Accident Locations

The number of off-airport aircraft accidents at any particular airport is too small to provide a meaningful indication of where accidents may occur near that airport in the future. To better assess the geographic distribution of aircraft accident risks near an airport, a larger database is necessary. A database of this type was initially developed for the 1993 *Airport Land Use Planning Handbook* published by the California Department of Transportation Aeronautics Program. The database was expanded in 1999, re-verified in 2011, and now contains information on some 873 general aviation aircraft accidents (445 arrival accidents and 428 departure accidents) which occurred within 5 miles of an airport, but not on the runway. (This data includes accidents at airports nationwide over roughly a 10-year period. However, because precise location data is not available for most accidents, the database represents only a fraction of the total number of off-airport accidents that took place during this time span.)

The charts in **Figures C2** and **C3** depict the relative geographic intensity of general aviation aircraft accident risks for arrival and departure accidents, respectively. Each dot represents the location of an aircraft accident site mapped with respect to the approach or departure runway which the aircraft was intending to use for landing or had used on takeoff. The 20% contour represents the highest or most concentrated risk intensity, the 40% contour represents the next highest risk intensity, etc. Each contour interval is drawn so as to encompass 20% of the dots within the most compact area.

The charts reveal several facts:

- About half of arrival accidents and a third of departure accidents take place within the FAA-defined runway protection zone for a runway with a low-visibility instrument approach procedure (a 2,500-foot long trapezoid, varying from 1,000 feet to 1,750 feet in total width). This fact lends validity to the importance of the runway protection zones as an area within which land use activities should be minimal.
- Although the runway protection zones represent the locations within which risk levels are highest, a significant degree of risk exists well beyond the runway protection zone boundaries. Among all near-airport (within 5 miles) accidents, over 80% are concentrated within 1.5 to 2 miles of a runway end.
- Arrival accidents tend to be concentrated relatively close to the extended runway centerline. Some 80% occur within a strip extending 10,000 feet from the runway landing threshold and 2,000 feet to each side of the runway centerline.
- Departure accidents are comparatively more dispersed laterally from the runway centerline, but are concentrated closer to the runway end. Many departure accidents also occur lateral to the runway

itself, particularly when the runway is long. Approximately 80% of the departure accident sites lie within an area 2,500 feet from the runway centerline and 6,000 feet beyond the runway end or adjacent to the runway.

This data does not address the other major components of aircraft accident risk: the potential consequences of accidents when they occur and the frequency with which they occur. The intent is merely to illustrate the relative intensity of the risks on a geographic scale.

Furthermore, as with noise contours, risk data by itself does not answer the question of what degree of land use restrictions should be established in response to the risks. Although most ALUCs have policies which restrict certain land use activities in locations beyond the runway protection zones, the size of the area in which restrictions are established and the specific restrictions applied vary from one county to another.

AIRSPACE Protection

The Federal Aviation Administration establishes the criteria which determines the airspace essential to the safe flight of aircraft to, from, and around airports. There are two separate sets of criteria, each with a different purpose.

Criteria used to protect the airspace around airports from tall structures which could pose hazards to flight are established in Title 14 Part 77 of the Code of Federal Regulations (14CFR77). The regulations, though, do not give the FAA direct authority to limit the height of structures. This authority rests with state and local governments. Rather, Part 77 serves primarily as a notification device. Before a structure which would exceed the Part 77 surfaces is built, notification must be submitted to the FAA. The FAA then conducts an aeronautical study to determine whether the object would or would not be a hazard to air navigation. The FAA also may indicate that an obstruction should be marked and/or lighted.

The FAA's direct authority with regard to airport airspace is to define instrument approach procedures. The criteria used for this purpose are outlined in the *United States Standard for Terminal Instrument Procedures (TERPS)*. Unlike 14CFR77 which sets desirable limits on the height of structures, TERPS takes these objects as a given and then uses that information in the procedure design. If a new structure is built which penetrates one of the TERPS surfaces for an existing procedure, the procedure must be redesigned with higher approach minimums or perhaps eliminated altogether.

In general, 14CFR77 surfaces for a particular airport are lower than those defined by TERPS. 14CFR77, however, does not specifically take into account turns in approaches or, more significantly, in missed approaches. Thus, it is possible for a structure to be built to a height which does not exceed the 14CFR77 limits, but still adversely affects an existing instrument approach procedure. Also to be considered is that a structure which does not adversely affect an existing procedure could be the critical obstacle for a future, not yet designed, procedure. For airports that have existing or planned instrument approach procedures, a review of TERPS surfaces can be an important land use compatibility component.

OVERFLIGHT

Assessing Overflight Annoyance

A general definition of *overflight* impacts is that they are noise-related impacts affecting locations outside the typical contours described by cumulative noise level metrics. Compared to the measured noise impacts, overflight impacts are more subtle and subjective. Also, they seem to include elements of both noise and safety concerns. Often the impacts are revealed in the form of *annoyance* expressed by some people living near an airport.

Although overflight noise is detectible and therefore measurable, the highly subjective individual reactions to overflights makes the value of measurement on a decibel scale questionable. A more representative measure of overflight impacts is the absolute number of intrusive events which occur, but there is no agreed-upon, scientific standard for what an acceptable number might be.

For the purposes of airport land use compatibility planning, a simpler form of assessment may be more practical. This approach presumes that aircraft overflight impacts are potentially a concern anywhere along the standard aircraft traffic pattern flight tracks for an airport. Annoyance concerns can also be expected, but to lesser degrees, elsewhere in the airport vicinity where aircraft fly at or below traffic pattern altitude while approaching or departing the runway.

Whether a significant degree of overflight annoyance will actually occur in the vicinity of an airport is influenced by a variety of factors, both environmental and human. Building type and design, ambient noise levels, the characteristics and predictability of the noise itself, and (as noted above) the frequency of occurrence are among the environmental factors involved. An individual's sense of annoyance at overflights depends upon such factors as characteristics of the land use activity being disrupted, personal sensitivity to noise, attitudes toward aviation, and experience and expectations regarding noise levels in the community.

Buyer Awareness Measures

As indicated in **Table C1**, the basic means available to ALUCs for addressing overflight issues is through buyer awareness measures. Buyer awareness programs recognize the subjective nature of annoyance. The concept is that the likelihood of people being annoyed by airport activity can be reduced if they are made aware of the airport's proximity and the nature and location of aircraft overflights before moving into the airport area.

Buyer awareness is really an umbrella term for three separate types of measures all having the objective of ensuring that prospective buyers of property in the vicinity of an airport are informed about the airport's impacts on the property. Although variations are sometimes created, the three basic types of buyer awareness measures are:

- **Avigation Easement Dedication.** A requirement for avigation easement dedication is usually applied only to new development. It is the most comprehensive and stringent form of buyer awareness measures. Although the rights associated with most avigation easements are established in other forms (e.g., local, airport-vicinity, height-limit zoning ordinances, and Federal Aviation Regulations), an avigation easement clearly conveys these rights to the airport owner.

- **Recorded Overflight Notification.** Recorded overflight notification is a type of deed notice. It is similar to an avigation easement in that it is recorded with the deed to a property and is usually implemented only in conjunction with some form of development approval process. Unlike an easement, though, it does not convey any property rights. Deed notices serve only to formalize the fact that a property is subject to aircraft overflights and noise.
- **Real Estate Disclosure.** Real estate disclosure is the least formal method of implementing a buyer awareness program. It relies upon standard real estate disclosure laws and practices to ensure that prospective buyers of property in the airport vicinity are informed about the proximity of a nearby airport and the impacts it creates. The likelihood of this information being disclosed can be increased if the airport or the local land use jurisdiction provide official notification to local real estate brokers and title companies.

NOISE	<i>Nature of Compatibility Concerns</i>	<i>Land Use Measures Available for Addressing the Concerns</i>
	▪ Disruption of human activities (such as conversation, television watching, and sleep) by loud aircraft noise.	▪ Avoid land uses involving activities, particularly outdoor activities, which are sensitive to disruption by noise (and encourage uses which are themselves inherently noisy). ▪ Design buildings so as to reduce the intrusion of noise from outside (by, for example, minimizing the number of exterior windows or installing sound insulation). ▪ Construct sound barriers to reduce impact of engine run-ups and other ground-based aircraft noise.
SAFETY	<i>Nature of Compatibility Concerns</i>	<i>Land Use Measures Available for Addressing the Concerns</i>
	▪ Risks to people and property on the ground in the event of an aircraft accident. ▪ Land use characteristics which may affect the survivability of an accident for occupants of an aircraft.	▪ Minimize the number of people occupying areas where accidents are most likely to occur. ▪ Avoid structures for which evacuation is difficult (multi-story buildings in particular). ▪ Avoid uses for which evacuation of occupants is difficult (for example, hospitals and children's schools). ▪ Design structures to reduce potential for small aircraft to penetrate the building in the event of a crash. ▪ Provide open areas in the airport vicinity where small aircraft can make a survivable emergency landing if necessary.
AIRSPACE PROTECTION	<i>Nature of Compatibility Concerns</i>	<i>Land Use Measures Available for Addressing the Concerns</i>
	▪ Tall structures creating hazards to navigable airspace around airports. ▪ Visual hazards to flight (sources of smoke, glare, or lights which can be confused with airport lights). ▪ Electronic hazards to flight (interference with radio communication or navigation signals). ▪ Uses which can attract birds which aircraft might strike while in flight.	▪ Limit the heights of buildings, antennas, trees and other tall objects in critical areas near airports. ▪ Avoid uses and facility designs which can create visual or electronic hazards to flight. ▪ Avoid uses (such as landfills) which attract birds close to airports.
OVERFLIGHT	<i>Nature of Compatibility Concerns</i>	<i>Land Use Measures Available for Addressing the Concerns</i>
	▪ Human annoyance with frequent overflight of aircraft.	▪ Establish policies intended to inform prospective buyers of homes and other property in the airport vicinity that the neighborhood is subject to aircraft overflights and noise. Types of buyer awareness measures include: ▫ Avigation easement dedication (as a condition for approval of a proposed new development). ▫ Recorded overflight notification (recorded as part of the approval of a proposed new development). ▫ Real estate disclosure (a recommendation to be implemented by real estate agents and sellers of property located within the airport influence area).

Table C1

Airport Land Use Compatibility Concepts

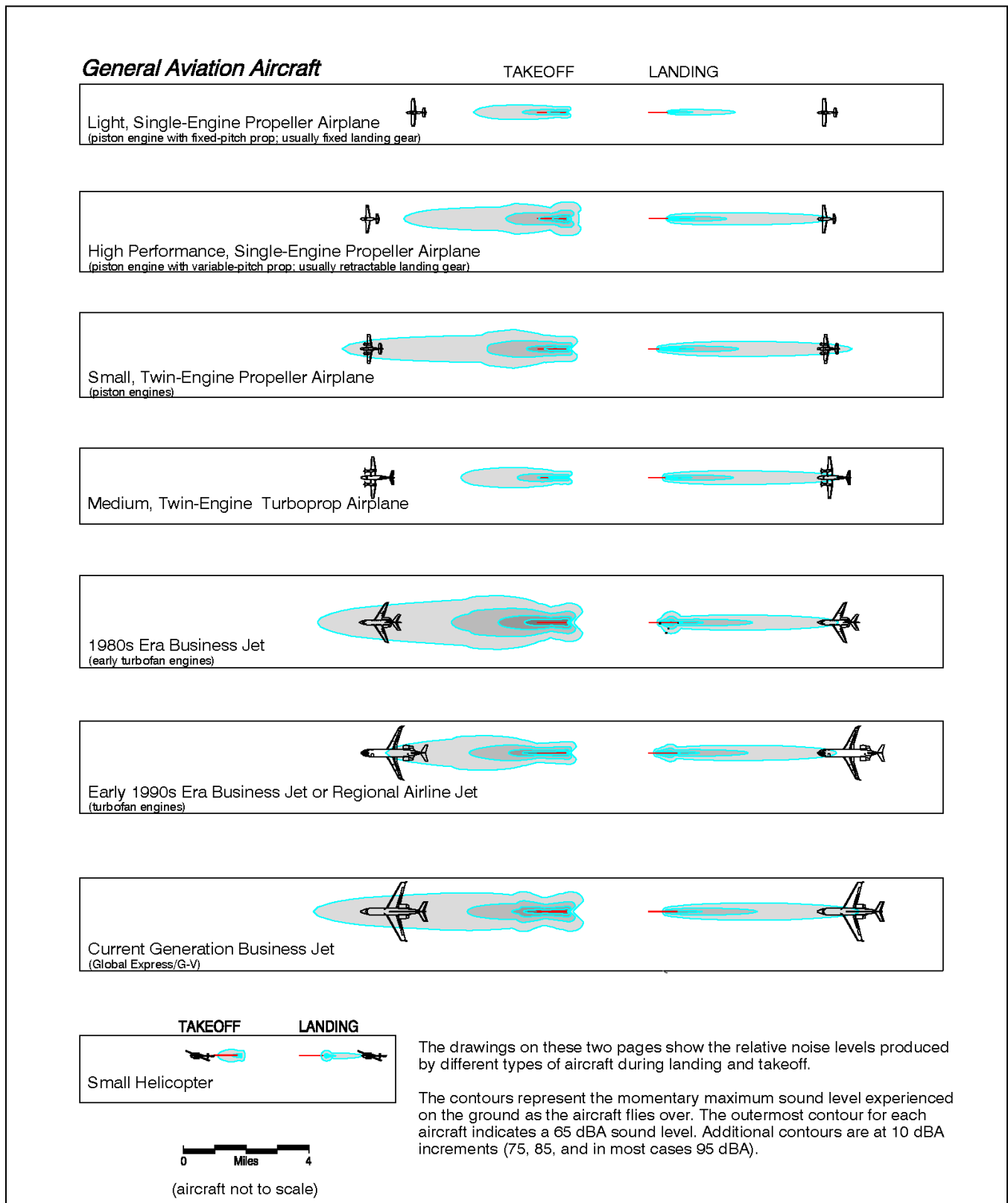


Figure C1

Noise Footprints of Selected Aircraft

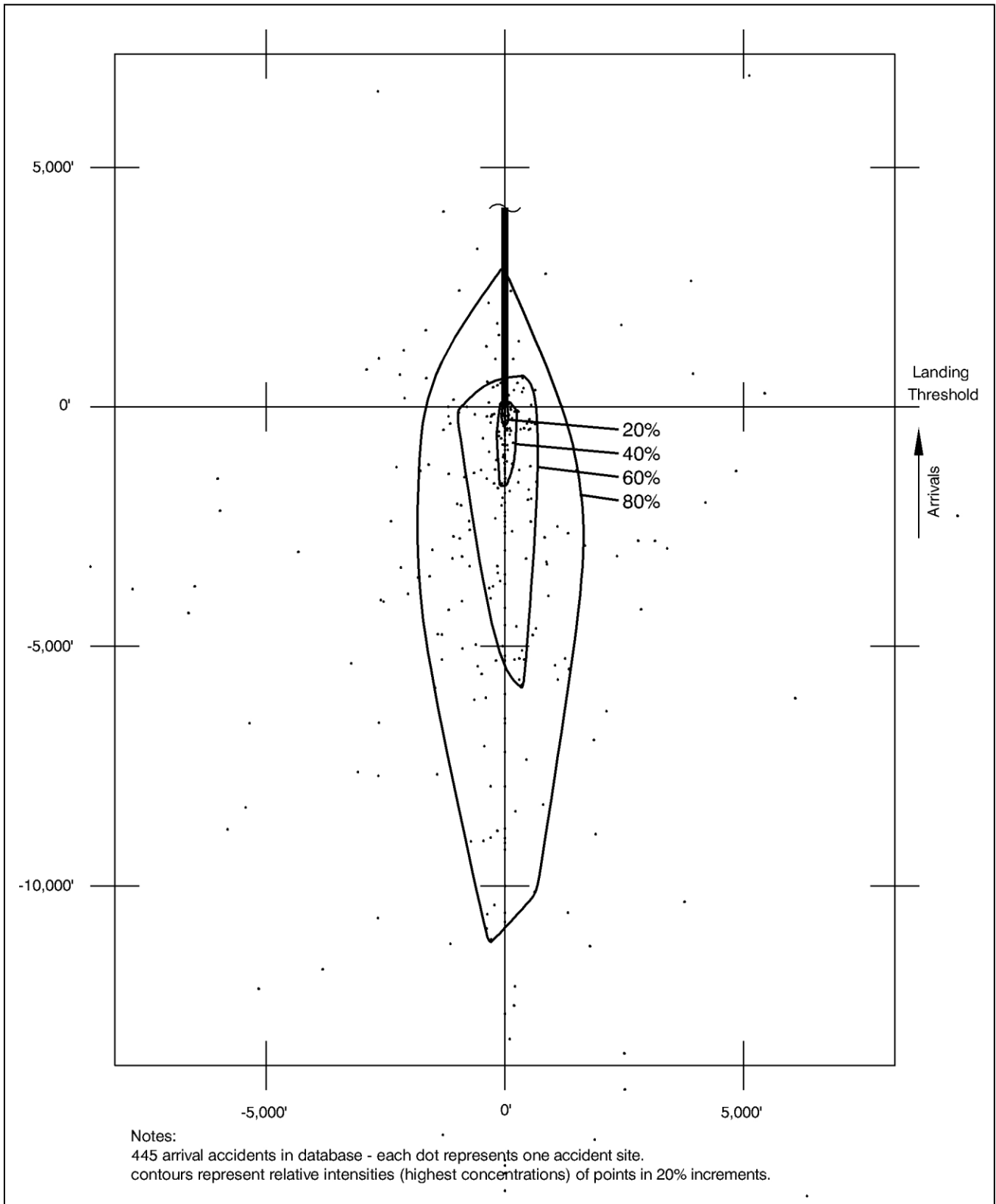


Figure C2

General Aviation Accident Distribution Contours

All Arrivals

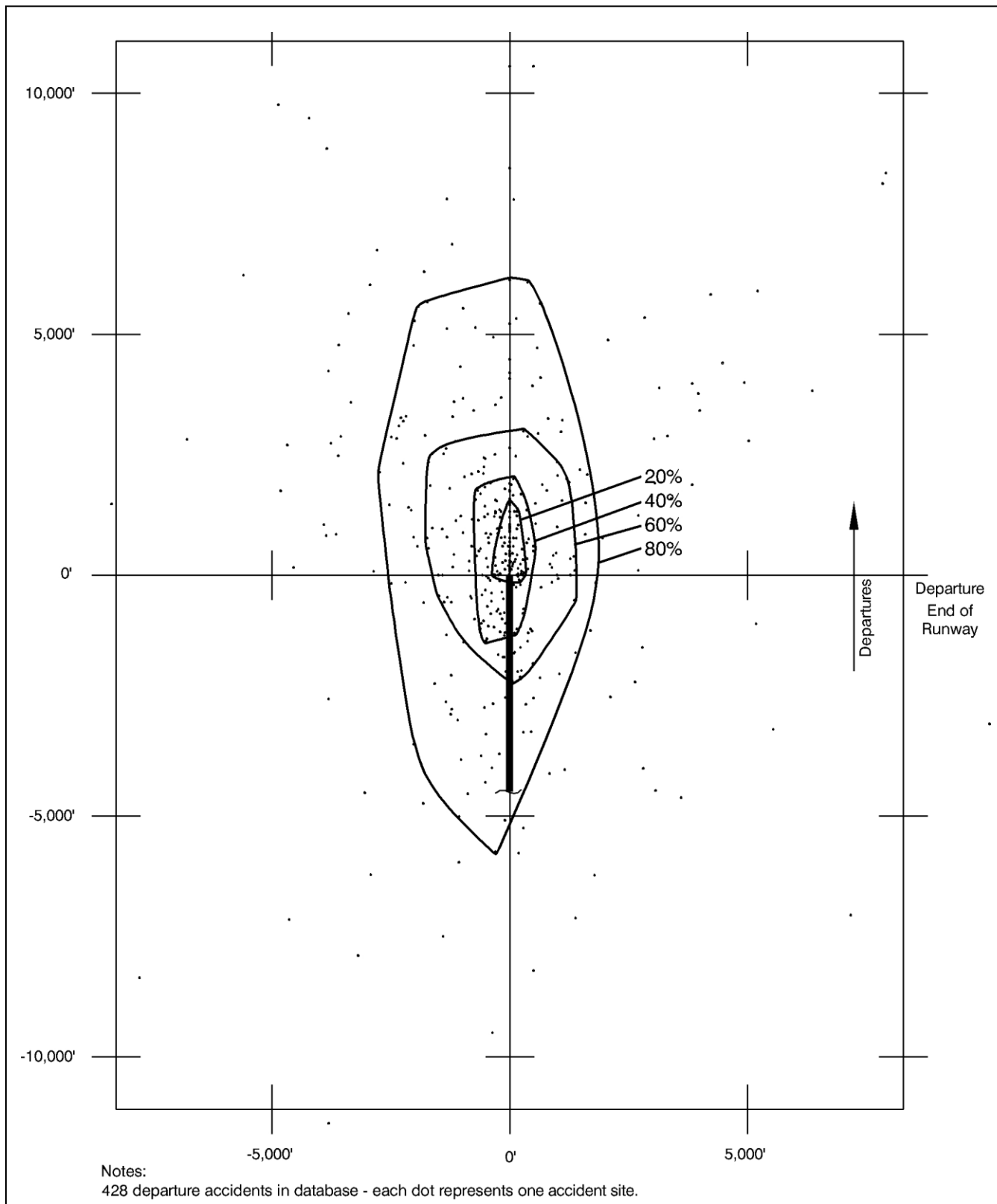


Figure C3

General Aviation Accident Distribution Contours

All Departures

Methods for Determining Concentrations of People

INTRODUCTION

The underlying safety compatibility criterion employed in this *UKLALUCP* is “usage intensity”—the maximum number of people per acre that can be present in a given area at any one time. If a proposed use exceeds the maximum intensity, it is considered incompatible and thus inconsistent with compatibility planning policies. The usage intensity concept is identified in the *California Airport Land Use Planning Handbook* as the measure best suited for assessment of land use safety compatibility with airports. The *Handbook* is published by the California Department of Transportation, Division of Aeronautics and is required under state law to be used as a guide in preparation of airport land use compatibility plans.

COUNTING PEOPLE

The most difficult part about calculating a use’s intensity is estimating the number of people expected to use a particular facility under normal circumstances. All people—not just employees, but also customers and visitors—who may be on the property at a single point in time, whether indoors or outside, must be counted. The only exceptions are for rare special events, such as an air show at an airport or golf tournament, for which a facility is not designed and normally not used and for which extra safety precautions can be taken as appropriate.

Ideally, the actual number of people for which the facility is designed would be known. For example, the number of seats in a proposed movie theater can be determined with high accuracy once the theater size is decided. Other buildings, though, may be built as a shell and the eventual number of occupants not known until a specific tenant is found. Furthermore, even then, the number of occupants can change in the future as tenants change. Even greater uncertainty is involved with relatively open uses not having fixed seating—retail stores or sports parks, for example.

Absent clearly measurable occupancy numbers, other sources must be relied upon to estimate the number of people in a proposed development.

Survey of Similar Uses

A survey of similar uses already in existence is one option. Gathering data in this manner can be time-consuming and costly, however. Also, unless the survey sample is sufficiently large and conducted at various times, inconsistent numbers may result. Except for uncommon uses for which occupancy levels cannot be estimated through other means, surveys are most appropriate as supplemental information.

Maximum Occupancy

A second option for estimating the number of people who will be on a site is to rely upon data indicating the maximum occupancy of a building measured in terms of Occupancy Load Factor—the number of square feet per occupant. The number of people on the site, assuming limited outdoor or peripheral uses, can be calculated by dividing the total floor area of a proposed use by the Occupancy Load Factor. The

challenge of this methodology lies in establishing realistic figures for square feet per occupant. The number varies greatly from one use to another and, for some uses, has changed over time as well.

A commonly used source of maximum occupancy data is the standards set in the California Building Code (CBC). The chart reproduced as Table C1 indicates the Occupancy Load Factors for various types of uses. The CBC, though, is intended primarily for purposes of structural design and fire safety and represents a legal maximum occupancy in most jurisdictions. A CBC-based methodology consequently results in occupancy numbers that are higher than normal maximum usage in most instances. The numbers also are based upon usable floor area and do not take into account corridors, stairs, building equipment rooms, and other functions that are part of a building's gross square footage. Surveys of actual Occupancy Load Factors conducted by various agencies have indicated that many retail and office uses are generally occupied at no more than 50% of their maximum occupancy levels, even at the busiest times of day. Therefore, the *Handbook* indicates that the number of people calculated for office and retail uses can usually be divided in half to reflect the actual occupancy levels before making the final people-per-acre determination. Even with this adjustment, the CBC-based methodology typically produces intensities at the high end of the likely range.

Another source of data on square footage per occupant comes from the facility management industry. The data is used to help businesses determine how much building space they need to build or lease and thus tends to be more generous than the CBC standards. The numbers vary not only by the type of facility, as with the CBC, but also by type of industry. The following are selected examples of square footage per *employee* gathered from a variety of sources.

Land Use Category	Square Feet per Employee
Call centers	150 – 175
Typical offices	180 – 250
Law, finance, real estate offices	300 – 325
Research & development, light industry	300 – 500
Health services	500

The numbers above do not take into account the customers who may also be present for certain uses. For retail business, dining establishments, theaters, and other uses where customers outnumber employees, either direct measures of occupancy—the number of seats, for example—or other methodologies must be used to estimate the potential number of people on the site.

Parking Space Requirements

For many jurisdictions and a wide variety of uses, the number of people present on a site can be calculated based upon the number of automobile parking spaces that are required. Certain limitations and assumptions must be considered when applying this methodology, however. An obvious limitation is that parking space requirements can be correlated with occupancy numbers only where nearly all users arrive by private vehicle rather than by public transportation, walking, or other method. Secondly, the jurisdiction needs to have a well-defined parking ordinance that lists parking space requirements for a wide range of land uses. For most uses, these requirements are typically stated in terms of the number of parking spaces

that must be provided per 1,000 square feet of gross building size or a similar ratio. Lastly, assumptions must be made with regard to the average number of people who will arrive in each car.

Both of the critical ratios associated with this methodology—parking spaces to building size and occupants to vehicles—vary from one jurisdiction to another even for the same types of uses. Research of local ordinances and other sources, though, indicates that the following ratios are typical.

- **Parking Space Ratios**—These examples of required parking space requirements are typical of those found in ordinances adopted by urban and suburban jurisdictions. The numbers are ratios of spaces required per 1,000 square feet of gross floor area. Gross floor area is normally measured to the outside surfaces of a building and includes all floor levels as well as stairways, elevators, storage, and mechanical rooms

Land Use Category	Parking Space per 1,000 Square Feet
Small Restaurants	10.0
Medical Offices	4.0 – 5.7
Shopping Centers	4.0 – 5.0
Health Clubs	3.3 – 5.0
Business Professional Offices	3.3 – 4.0
Retail Stores	3.0 – 3.5
Research & Development	2.5 – 4.0
Manufacturing	2.0 – 2.5
Furniture, Building Supply Stores	0.7 – 1.0

- **Vehicle Occupancy**—Data indicating the average number of people occupying each vehicle parking at a particular business or other land use can be found in various transportation surveys. The numbers vary both from one community or region to another and over time, thus current local data is best if available. The following data represent typical vehicle occupancy for different trip purposes.

Vehicle Trip Purpose	Vehicle Occupancy (People per Vehicle)
Work	1.05 – 1.2
Education	1.2 – 2.0
Medical	1.5 – 1.7
Shopping	1.5 – 1.8
Dining, Social, Recreational	1.7 – 2.3

USAGE INTENSITY RELATIONSHIP TO OTHER DEVELOPMENT MEASURES

Calculating Usage Intensities

Once the number of people expected in a particular development—both over the entire site and within individual buildings—has been estimated, the usage intensity can be calculated. The criteria in this *UKLALUCP* are measured in terms of the average intensity over the entire project site.

The average intensity is calculated by dividing the total number of people on the site by the site size. A 10-acre site expected to be occupied by as many as 1,000 people at a time, thus would have an average intensity of 100 people per acre. The site size equals the total size of the parcel or parcels to be developed.

Having calculated the usage intensities of a proposed development, a comparison can be made with the criteria set forth in the *UKLALUCP* to determine whether the proposal is consistent or inconsistent with the policies. **Table D2** shows sample calculations.

Comparison with Parking Space Requirements

As discussed above, many jurisdictions have adopted parking space requirements that vary from one land use type to another. Factoring in an estimated vehicle occupancy rate for various land uses as described earlier, the Occupancy Load Factor can be calculated. For example, a typical parking space requirement for office uses is 4.0 spaces per 1,000 square feet or 1 space per 250 square feet. If each vehicle is assumed to be occupied by 1.1 persons, the equivalent Occupancy Load Factor would be 1 person per 227 square feet. This number falls squarely within the range noted above that was found through separate research of norms used by the facility management industry.

As an added note, the Occupancy Load Factor of 215 square feet per person for office uses indicated in **Table 3A**, *Basic Compatibility Criteria*, is slightly more conservative than the above calculation produces. This means that, for a given usage intensity standard, the FAR limit in **Table 3A** is slightly more restrictive than would result from a higher Occupancy Load Factor.

Comparison with Floor Area Ratio

Usage intensity or “people per acre” used in compatibility planning is not a common metric in other facets of land use planning. Floor area ratio or FAR—the gross square footage of the buildings on a site divided by the site size—is a more common measure in land use planning. Some counties and cities adopt explicit FAR limits in their zoning ordinance or other policies. Those that do not set FAR limits often have other requirements such as, a maximum number of floors a building can have, minimum setback distances from the property line, and minimum number of parking spaces. These requirements effectively limit the floor area ratio as well.

From a safety compatibility standpoint, a major shortcoming of FAR is that it does not directly correlate with risks to people because different types of buildings with the same FAR can have vastly different numbers of people inside—a low-intensity warehouse versus a high-intensity restaurant, for example. For FAR to be applied as a factor in setting development limitations, assumptions must be made as to how much space each person (employees and others) in the building will occupy.

Table 3A, which provides compatibility evaluations for specific types of land uses, utilizes the more common measure of floor area ratio (FAR) as a means of implementing the usage intensity criteria on

the local level. **Table 3A** indicates the assumed Occupancy Load Factor for various land uses. Mathematically, the relationship between usage intensity and FAR is:

$$\text{FAR} = \frac{(\text{allowable usage intensity}) \times (\text{Occupancy Load Factor})}{43,560}$$

where *usage intensity* is measured in terms of people per acre and Occupancy Load Factor as square feet per person.

For single-use projects (e.g., industrial facility), a project may be tested for compliance by directly comparing the proposed floor area ratio of the project with the maximum floor area ratio limit indicated for the land use category and compatibility zone. If the proposed floor area ratio exceeds the floor area ratio limit, the project is incompatible unless modified to ensure compliance with the intensity criteria.

For projects involving multiple nonresidential land use categories (e.g., office and retail), each component use must be assigned a share of the overall project site. Typically, this share is assumed to be the same as the component use's share of the total project floor area. Then, each component floor area ratio is compared with the maximum floor area ratio limit indicated for the land use category and compatibility zone.

Function of Space	Floor area per occupant (sq. ft.)
Accessory storage areas, mechanical equipment room	300 gross
Agricultural building	300 gross
Aircraft hangars	500 gross
Airport terminal	
Baggage claim	20 gross
Baggage handling	300 gross
Concourse	100 gross
Waiting areas	15 gross
Assembly	
Gaming floors (keno, slots, etc.)	11 gross
Assembly with fixed seats	See Section 1004.7
Assembly without fixed seats	
Concentrated (chairs only-not fixed)	15 net
Standing space	5 net
Unconcentrated (tables and chairs)	7 net
Bowling centers, allow 5 persons for each lane including 15 feet of runway, and for additional areas	7 net
Business areas	100 gross
Courtrooms-other than fixed seating areas	40 net
Day care	35 net
Dormitories	50 gross
Educational	
Classroom area	20 net
Shops and other vocational room areas	50 net
Exercise rooms	50 gross
H-5 Fabrication and manufacturing areas	200 gross
Industrial areas	100 gross
Institutional areas	
Inpatient treatment areas	240 gross
Outpatient treatment areas	100 gross
Sleeping areas	120 gross
Kitchens, commercial	200 gross
Laboratory	
Educational	50 net
Laboratories, non-educational	100 net
Laboratory suite	200 gross
Library	
Reading rooms	50 net
Stack area	100 gross
Locker rooms	50 gross
Mercantile	
Areas on other floors	60 gross
Basement and grade floor areas	30 gross
Storage, stock, shipping areas	300 gross
Parking garages	200 gross
Residential	200 gross
Skating rinks, swimming pools	
Rink and pool	50 gross
Decks	15 gross
Stages and platforms	15 net
Warehouses	500 gross

Source: California Building Code (2007), Table 1004.1.1

Table D1

Occupant Load Factors

California Building Code

Example 1

Proposed Development: Two office buildings, each two stories and containing 20,000 square feet of floor area per building. Site size is 3.0 net acres. Counting a portion of the adjacent road, the gross area of the site is 3.5± acres.

A. Calculation Based on Parking Space Requirements

For office uses, assume that a county or city parking ordinance requires 1 parking space for every 300 square feet of floor area. Data from traffic studies or other sources can be used to estimate the average vehicle occupancy. For the purposes of this example, the typical vehicle occupancy is assumed to equal 1.5 people per vehicle.

The average usage intensity would therefore be calculated as follows:

- 1) 40,000 sq. ft. floor area x 1.0 parking space per 300 sq. ft. = 134 required parking spaces
- 2) 134 parking spaces x 1.5 people per space = 201 people maximum on site
- 3) 201 people ÷ 3.5 acres gross site size = 57 people per acre average for the site

B. Calculation Based on Uniform Building Code

Using the UBC (Table D1) as the basis for estimating building occupancy yields the following results for the above example:

- 1) 40,000 sq. ft. bldg. ÷ 100 sq. ft./occupant = 400 people max. bldg. occupancy (under UBC)
- 2) 400 max. bldg. occupancy x 50% adjustment = 200 people maximum on site
- 3) 200 people ÷ 3.5 acres gross site size = 57 people per acre average for the site

C. Calculation of Single Acre Intensity

Assuming that occupancy of each building is relatively equal throughout, but that there is some separation between the buildings and outdoor uses are minimal, the usage intensity for a single acre would be estimated to be:

- 1) 20,000 sq. ft. bldg. ÷ 2 stories = 10,000 sq. ft. bldg. footprint
- 2) 10,000 sq. ft. bldg. footprint ÷ 43,560 sq. ft. per acre = 0.23 acre bldg. footprint
- 3) Building footprint < 1.0 acre; therefore maximum people in 1 acre = bldg. occupancy = 100 people per single acre (i.e., 200 people max. on site ÷ 2 bldgs.)

Conclusions: In this instance, both methodologies yield the same results. For different uses and/or different assumptions, the two methodologies are likely to produce different numbers. In most such cases, the UBC methodology will indicate a higher intensity. The 57 people per average acre and the 100 people per single acre results must be compared with the intensity limits provided in the Basic Compatibility Criteria table in this *UKIALUCP*.

Table D2

Sample People-Per-Acre Calculations

Example 2

Proposed Development: Single-floor furniture store containing 24,000 square feet of floor area on a site of 2.0 gross acres and the net acreage (less internal roadways) is 1.7 acres.

A. Calculation Based on Parking Space Requirements

For furniture stores, assume that a county or city parking ordinance requires 1 parking space per 1,500 square feet of use area. Assuming 1.5 people per automobile results in the following intensity estimates:

The average usage intensity would be:

- 1) 24,000 sq. ft. bldg. x 1.0 parking space per 1,500 sq. ft. = 16 required parking spaces
- 2) 16 parking spaces x 1.5 people per space = 24 people maximum on site
- 3) 24 people ÷ 2.0 acres gross site size = 12 people per acre average for the site

B. Calculation Based on Uniform Building Code

For the purposes of the UBC-based methodology, the furniture store is assumed to consist of 50% retail sales floor (at 30 square feet per occupant) and 50% warehouse (at 500 square feet per occupant). Usage intensities would therefore be estimated as follows:

- 1) 12,000 sq. ft. retail floor area ÷ 30 sq. ft./occupant = 400 people max. occupancy in retail area
- 2) 12,000 sq. ft. warehouse floor area ÷ 500 sq. ft./occupant = 24 people max. occupancy in warehouse area
- 3) Maximum occupancy under UBC assumptions = 400 + 24 = 424 people
- 4) Assuming typical peak occupancy is 50% of UBC numbers = 212 people maximum on site
- 5) 212 people ÷ 2.0 acres = 106 people per acre average for the site

C. Calculation for Single Acre Intensity

With respect to the single-acre intensity criteria, the entire building occupancy would again be within less than 1.0 acre, thus yielding the same intensity of 24 or 212 people per single acre.

Again, assuming a relatively balanced occupancy throughout the building and that outdoor uses are minimal, the usage intensity for a single acre would be estimated to be:

- 1) 24,000 sq. ft. bldg. footprint ÷ 43,560 sq. ft. per acre = 0.55 acre bldg. footprint
- 3) Building footprint < 1.0 acre; therefore, maximum people in 1 acre = bldg. occupancy = 24 or 212 people per single acre under parking space or UBC methodology, respectively

Conclusions: In this instance, the two methods produce very different results. The occupancy estimate of 30 square feet per person is undoubtedly low for a furniture store even after the 50% adjustment. On the other hand, the 12 people-per-acre estimate using the parking requirement methodology appears low, but is probably closer to being realistic. Unless better data is available from surveys of similar uses, this proposal should reasonably be considered compatible within most compatibility zones, except *Zone A* and possibly *Zone B1*.

Table D2, Continued

APPENDIX **E**

Project Referral Form

APPLICATION FOR MAJOR LAND USE ACTION REVIEW MENDOCINO COUNTY AIRPORT LAND USE COMMISSION UKIAH MUNICIPAL AIRPORT		ALUC Identification No. _____
PROJECT PROPONENT (TO BE COMPLETED BY APPLICANT)		
Date of Application	_____	
Property Owner	_____	Phone Number _____
Mailing Address	_____	

Agent (if any)	_____	
Mailing Address	_____	

PROJECT LOCATION (TO BE COMPLETED BY APPLICANT) <i>Attach an accurately scaled map showing the relationship of the project site to the airport boundary and runways</i>		
Street Address	_____	

Assessor's Parcel No.	_____	Parcel Size _____
Subdivision Name	_____	Zoning _____
Lot Number	_____	Classification _____
PROJECT DESCRIPTION (TO BE COMPLETED BY APPLICANT) <i>If applicable, attach a detailed site plan showing ground elevations, the location of structures, open spaces and water bodies, and the heights of structures and trees; include additional project description data as needed</i>		
Existing Land Use (describe)	_____	

Proposed Land Use (describe)	_____	

For Residential Uses	Number of Parcels or Units on Site (include secondary units) _____	
For Other Land Uses	Hours of Use _____	
	Number of People On Site...	Maximum Number _____
		Method of Calculation _____
Height Data	Height above Ground or Tallest Object (including antennas and trees) _____ ft.	
	Highest Elevation (above sea level) of Any Object or Terrain on Site _____ ft.	
Flight Hazards	Does the project involve any characteristics which could create electrical Interference, confusing lights, glare, smoke, or other electrical or visual hazards to aircraft flight? ☐ Yes ☐ No	
	If yes, describe _____	

REFERRING AGENCY (TO BE COMPLETED BY AGENCY STAFF)			
Date Received		Type of Project	
Agency Name		☐ General Plan Amendment	
		☐ Zoning Amendment or Variance	
Staff Contact		☐ Subdivision Approval	
Phone Number		☐ Use Permit	
Agency's Project		☐ Public Facility	
		☐ Other	
ALUC SECRETARY'S REVIEW (TO BE COMPLETED BY ALUC SECRETARY)			
Application	Date Received	By	
Receipt	Is Application Complete?	☐ Yes	☐ No
	If no, cite reasons		
Primary	Compatibility Zone(s)	☐ 1	☐ 2
Criteria		☐ 3	☐ 4
Review		☐ 5	☐ 6
		☐ Other Airport Environs	
	Allowable (not prohibited) Use?	☐ Yes	☐ No
	Density/Intensity Acceptable?	☐ Yes	☐ No
	Open Land Requirement Met?	☐ Yes	☐ No
	Height Acceptable?	☐ Yes	☐ No
	Easement/Deed Notice Provided?	☐ Yes	☐ No
Special Conditions	Describe:		
Supplemental	Noise		
Criteria			
Review	Safety		
	Airspace Protection		
	Overflight		
ACTIONS TAKEN (TO BE COMPLETED BY ALUC SECRETARY)			
ALUC Secretary's	☐ Approve	Date	
Action	☐ Refer to ALUC		
ALUC	☐ Consistent	Date	
Action	☐ Consistent with Conditions (list conditions/attach additional pages if needed)		
	☐ Inconsistent (list reasons/attach additional pages if needed)		

General Plan Consistency Checklist

Compatibility planning issues can be reflected in a general plan in any, or a combination, of several ways:

- **Incorporate Policies into Existing General Plan Elements.** One method of achieving the necessary planning consistency is to modify existing general plan elements. For example, airport land use noise policies could be inserted into the noise element, safety policies could be placed into a safety element and the primary compatibility criteria and associated maps plus the procedural policies might fit into the land use element. With this approach, direct conflicts would be eliminated and the majority of the mechanisms and procedures to ensure compliance with compatibility criteria could be fully incorporated into a local jurisdiction's general plan.
- **Adopt a General Plan Airport Element.** Another approach is to prepare a separate airport element of the general plan. Such a format may be advantageous when a community's general plan also needs to address on-airport development and operational issues. Modification of other plan elements to provide cross referencing and eliminate conflicts would still be necessary.
- **Adopt ALUCP as Stand-Alone Document.** Jurisdictions selecting this option would simply adopt as a local policy document the relevant portions of the *ALUCP*. Changes to the community's existing general plan would be minimal. Policy reference to the separate *ALUCP* document would need to be added and any direct land use or other conflicts with compatibility planning criteria would have to be removed. Limited discussion of compatibility planning issues could be included in the general plan, but the substance of most compatibility policies would appear only in the stand-alone document.
- **Adopt Airport Combining District or Overlay Zoning Ordinance.** This approach is similar to the stand-alone document except that the local jurisdiction would not explicitly adopt the *ALUCP* as policy. Instead, the compatibility policies would be restructured as an airport combining or overlay zoning ordinance. A combining zone serves as an overlay of standard community-wide land use zones and modifies or limits the uses permitted by the underlying zone. Flood hazard combining zoning is a common example. An airport combining zone ordinance can serve as a convenient means of bringing various airport compatibility criteria into one place. The airport-related height-limit zoning that many jurisdictions have adopted as a means of protecting airport airspace is a form of combining district zoning. Noise and safety compatibility criteria, together with procedural policies, would need to be added to create a complete airport compatibility zoning ordinance. Other than where direct conflicts need to be eliminated from the local plans, implementation of the compatibility policies would be accomplished solely through the zoning ordinance. Policy reference to airport compatibility in the general plan could be as simple as mentioning support for the airport land use commission and stating that policy implementation is by means of the combining zone.

This checklist is intended to assist counties and cities with modifications necessary to make their local general plans and other local policies consistent with the ALUC's compatibility plan. It is also designed to facilitate ALUC reviews of these local plans and policies.

COMPATIBILITY CRITERIA

General Plan Document

The following items typically appear directly in a general plan document. Amendment of the general plan will be required if there are any conflicts with the compatibility plan.

- **Land Use Map.** No direct conflicts should exist between proposed new land uses indicated on a general plan land use map and the ALUC land use compatibility criteria.
 - Residential densities (dwelling units per acre) should not exceed the set limits. Differences between gross and net densities and the potential for secondary dwellings on single parcels (see below) may need to be taken into account.
 - Proposed nonresidential development needs to be assessed with respect to applicable intensity limits (see below).
 - No new land uses of a type listed as specifically prohibited should be shown within affected areas.
- **Noise Element.** General plan noise elements typically include criteria indicating the maximum noise exposure for which residential development is normally acceptable. This limit must be made consistent with the equivalent compatibility plan criteria. Note, however, that a general plan may establish a different limit with respect to aviation-related noise than for noise from other sources (this may be appropriate in that aviation-related noise is sometimes judged to be more objectionable than other types of equally loud noises).

Zoning or Other Policy Documents

The following items need to be reflected either in the general plan or in a separate policy document such as a combining zone ordinance. If a separate policy document is adopted, modification of the general plan to achieve consistency with the compatibility plan may not be required. Modifications would normally be needed only to eliminate any conflicting language which may be present and to make reference to the separate policy document.

- **Accessory Dwellings.** State law limits restrictions on accessory residential dwellings. As such, these dwellings, if in conformance with state law, should not be included in residential density calculations.

Zoning or Other Policy Documents, Continued

- **Intensity Limitations on Nonresidential Uses.** Local policies must establish limits on the usage intensities of commercial, industrial, and other nonresidential land uses. This can be done by duplication of the performance-oriented criteria—specifically, the number of people per acre—indicated in the compatibility plan. Alternatively, local jurisdictions may create a detailed list of land uses which are allowable and/or not allowable within each compatibility zone. For certain land uses, such a list may need to include limits on building sizes, floor area ratios, habitable floors, and/or other design parameters which are equivalent to the usage intensity criteria.
- **Identification of Prohibited Uses.** Compatibility plans may prohibit schools, day care centers, assisted living centers, hospitals, and certain other uses within much of an airport's influence area. The facilities often are permitted or conditionally permitted uses within many commercial or industrial land use designations. Policies need to be established which preclude these uses in accordance with the compatibility criteria.
- **Open Land Requirements.** *ALUCP* requirements, if any, for assuring that a minimum amount of open land is preserved in the airport vicinity must be reflected in local policies. Normally, the locations which are intended to be maintained as open land would be identified on a map with the total acreage within each compatibility zone indicated. If some of the area included as open land is private property, then policies must be established which assure that the open land will continue to exist as the property develops. Policies specifying the required characteristics of eligible open land should also be established
- **Infill Development.** If an *ALUCP* contains infill policies and a jurisdiction wishes to take advantage of them, the lands that meet the qualifications must be shown on a map.

Source: *California Airport Land Use Planning Handbook* (October 2011)

Zoning or Other Policy Documents, Continued

- **Height Limitations and Other Hazards to Flight.** To protect the airport airspace, limitations must be set on the height of structures and other objects near airports. These limitations are to be based upon CFR Part 77. Restrictions also must be established on other land use characteristics which can cause hazards to flight (specifically, visual or electronic interference with navigation and uses which attract birds). Note that many jurisdictions have already adopted an airport-related hazard and height limit zoning ordinance which, if up to date, will satisfy this consistency requirement.
- **Buyer Awareness Measures.** Besides disclosure rules already required by state law, as a condition for approval of development within certain compatibility zones, some *ALUCPs* require either dedication of an avigation easement to the airport proprietor or placement on deeds of a notice regarding airport impacts. If so, local agency policies must contain similar requirements.
- **Nonconforming Uses and Reconstruction.** Local agency policies regarding nonconforming uses and reconstruction must be equivalent to or more restrictive than those in the *ALUCP*, if any.

REVIEW PROCEDURES

In addition to incorporation of *ALUC* compatibility criteria, local agency implementing documents must specify the manner in which development proposals will be reviewed for consistency with the compatibility criteria.

- **Actions Always Required to be Submitted for ALUC Review.** PUC Section 21676 identifies the types of actions that must be submitted for airport land use commission review. Local policies should either list these actions or, at a minimum, note the local agency's intent to comply with the state statute.
- **Other Land Use Actions Potentially Subject to ALUC Review.** In addition to the above actions, *ALUCPs* may identify certain major land use actions for which referral to the *ALUC* is dependent upon agreement between the local agency and *ALUC*. If the local agency fully complies with all of the items in this general plan consistency checklist or has taken the necessary steps to overrule the *ALUC*, then referral of the additional actions is voluntary. On the other hand, a local agency may elect not to incorporate all of the necessary compatibility criteria and review procedures into its own policies. In this case, referral of major land use actions to the *ALUC* is mandatory. Local policies should indicate the local agency's intentions in this regard.
- **Process for Compatibility Reviews by Local Jurisdictions.** If a local agency chooses to submit only the mandatory actions for *ALUC* review, then it must establish a policy indicating the procedures which will be used to assure that airport compatibility criteria are addressed during review of other projects. Possibilities include: a standard review procedure checklist which includes reference to compatibility criteria; use of a geographic information system to identify all parcels within the airport influence area; etc.
- **Variance Procedures.** Local procedures for granting of variances to the zoning ordinance must make certain that any such variances do not result in a conflict with the compatibility criteria. Any variance that involves issues of noise, safety, airspace protection, or overflight compatibility as addressed in the *ALUCP* must be referred to the *ALUC* for review.
- **Enforcement.** Policies must be established to assure compliance with compatibility criteria during the lifetime of the development. Enforcement procedures are especially necessary with regard to limitations on usage intensities and the heights of trees. An airport combining district zoning ordinance is one means of implementing enforcement requirements.

Source: *California Airport Land Use Planning Handbook* (October 2011)

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Sample Implementation Documents

The responsibility for implementation of the compatibility criteria set forth in this *UKIALUCP* rests largely with the *ALUC* and the local jurisdictions: Mendocino County and the city of Ukiah. As described in Appendix F, modification of general plans and specific plans for consistency with the *ALUCP* is the major step in this process. However, not all of the measures necessary for achievement of airport land use compatibility are necessarily included in general plans and specific plans. Other types of documents also serve to implement the *ALUCP* policies. Samples of such implementation documents are included in this appendix.

Airport Combining Zone Ordinance

As noted in Chapter 1 of this document, one option that the affected local jurisdictions can utilize to implement airport land use compatibility criteria and associated policies is adoption of an airport combining zone ordinance. An airport combining zone ordinance is a way of collecting various airport-related development conditions into one local policy document. Adoption of a combining zone is not required, but is suggested as an option. **Appendix G1** describes some of the potential components of an airport combining zone ordinance.

Buyer Awareness Measures

Buyer awareness is an umbrella category for several types of implementation documents all of which have the objective of ensuring that prospective buyers of airport area property, particularly residential property, are informed about the airport's impact on the property. The *ALUCP* policies include each of these measures.

- **Avigation Easement.** Avigation easements transfer certain property rights from the owner of the underlying property to the owner of an airport or, in the case of military airports, to a local government agency on behalf of the federal government (the U.S. Department of Defense is not authorized to accept avigation easements). This *UKIALUCP* requires avigation easement dedication as a condition for approval of development on property subject to high noise levels or a need to restrict heights of structures and trees to less than might ordinarily occur on the property. Specifically, the easement dedication requirement applies to development within *Compatibility Zones 1, 1*, 2, and 3* and the *Height Review Overlay Zone*. A sample of a standard avigation easement is included in **Appendix G2**.
- **Recorded Overflight Notification.** An overflight notification informs property owners that the property is subject to aircraft overflight and generation of noise and other impacts. No restrictions on the heights of objects, requirements for marking or lighting of objects, or access to the property for these purposes are included. An overflight notification serves only as buyer acceptance of overflight conditions. **Appendix G3** outlines typical language of an overflight easement. Unlike an avigation easement, an overflight notification is not a conveyance of property rights. They merely memorialize the right of aircraft to overfly a property near an airport and to cause noise and other impacts associated with normal flight. However, like an easement, an overflight notification is recorded on the property deed and therefore remains in effect with the sale of the property to subsequent owners.
- **Real Estate Disclosure.** A less definitive, but more all-encompassing, form of buyer awareness measure is for the *ALUC* and local jurisdictions to establish a policy indicating that information about and airport's influence area should be disclosed to prospective buyers of all airport-vicinity properties

prior to transfer of title. The advantage of this type of program is that it applies to previously existing land uses as well as to new development. The requirement for disclosure of information about the proximity of an airport has been present in state law for some time, but legislation adopted in 2002 and effective in January 2004 explicitly ties the requirement to the airport influence areas established by airport land use commissions (see **Appendix A** for excerpts from sections of the Business and Professions Code and Civil Code that define these requirements). With certain exceptions, these statutes require disclosure of a property's location within an airport influence area under any of the following three circumstances: (1) sale or lease of subdivided lands; (2) sale of common interest developments; and (3) sale of residential real property. In each case, the disclosure statement to be used is defined by state law as follows:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

An airport compatibility combining zoning ordinance might include some or all of the following components:

- **Airspace Protection.** A combining district can establish restrictions on the height of buildings, antennas, trees, and other objects as necessary to protect the airspace needed for operation of the airport. These restrictions should be based upon the current version of Title 14 Code of Federal Regulations Part 77 14CFR77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*, Subpart C. Additions or adjustment to take into account instrument approach (TERPS) surfaces should be made as necessary. Provisions prohibiting smoke, glare, bird attractions, and other hazards to flight should also be included.
- **FAA Notification Requirements.** Combining districts also can be used to ensure that project developers are informed about the need for compliance with the notification requirements of 14CFR77. Subpart B of the regulations requires that the proponent of any project which exceeds a specified set of height criteria submit a Notice of Proposed Construction or Alteration (Form 7460-1) to the Federal Aviation Administration prior to commencement of construction. The height criteria associated with this notification requirement are lower than those spelled out in 14CFR77, Subpart C, which define airspace obstructions. The purpose of the notification is to determine if the proposed construction would constitute a potential hazard or obstruction to flight. Notification is not required for proposed structures that would be shielded by existing structures or by natural terrain of equal or greater height, where it is obvious that the proposal would not adversely affect air safety.
- **Maximum Densities/Intensities.** Airport noise and safety compatibility criteria are frequently expressed in terms of dwelling units per acre for residential uses and people per acre for other land uses. These standards can either be directly included in a combining zone or used to modify the underlying land use designations. For residential land uses, the correlation between the compatibility criteria and land use designations is direct. For other land uses, the method of calculating the intensity limitations needs to be defined. Alternatively, a matrix can be established indicating whether each specific type of land use is compatible with each compatibility zone. To be useful, the land use categories need to be more detailed than typically provided by general plan or zoning ordinance land use designations.
- **Open Areas for Emergency Landing of Aircraft.** In most circumstances in which an accident involving a small aircraft occurs near an airport, the aircraft is under control as it descends. When forced to make an off-airport emergency landing, pilots will usually attempt to do so in the most open areas readily available. To enhance safety both for people on the ground and the occupants of the aircraft, airport compatibility plans often contain criteria requiring a certain amount of open land near airports. These criteria are most effectively carried out by planning at the general or specific plan level, but may also need to be included in a combining district so that they will be applied to development of large parcels. Adequate open areas can often be provided by clustering of development on adjacent land.
- **State Regulation of Obstructions.** State law prohibits anyone from constructing or altering a structure or altering a structure or permitting an object of natural growth to exceed the heights established by 14CFR77, Subpart C, unless the FAA has determined the object would or does not constitute a hazard to air navigation (Public Utilities Code, Section 21659). Additionally, a permit from the Department of Transportation is required for any structure taller than 500 feet above the ground unless the height is reviewed and approved by the Federal Communications Commission or the FAA (Section 21656).
- **Designation of High Noise-Impact Areas.** California state statutes require that multi-family residential structures in high-noise exposure areas be constructed so as to limit the interior noise to a Community Noise Equivalent Level of no more than 45 dB. A combining district could be used to indicate the locations where special construction techniques may be necessary in order to ensure compliance with this requirement. The combining district also could extend this criterion to single-family dwellings.
- **Areas of Special Compatibility Concern.** A significant drawback of standard general plan and zoning ordinance land use designations is that they can be changed. Uses that are currently compatible are not assured of staying that way in the future. Designation of areas of special compatibility concern would serve as a reminder that airport impacts should be carefully considered in any decision to change the existing land use designation. [A legal consideration which supports the value of this concept is that down-zoning of a property to a less intensive use is becoming more difficult. It is much better not to have inappropriately up-zoned the property in the first place.]
- **Real Estate Disclosure Policies.** The geographic extent and specific language of recommended real estate disclosure statements can be described in an airport combining zone ordinance.

Source: *California Airport Land Use Planning Handbook* (October 2011)

Table G1

Sample Airport Combining Zone Components

TYPICAL AVIGATION EASEMENT

[Insert Airport Name]

This indenture made this ____ day of _____, 20__, between _____ hereinafter referred to as Grantor, and the [Insert Name of Airport Owner], hereinafter referred to as Grantee.

The Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual and assignable easement over the following described parcel of land in which the Grantor holds a fee simple estate. The property which is subject to this easement is depicted as _____ on "Exhibit A" attached and is more particularly described as follows:

[Insert Legal Description of Real Property]

The easement applies to the Airspace above an imaginary plane over the real property. The plane is described as follows:

The imaginary plane above the hereinbefore described real property, as such plane is defined by Part 77 of the Code of Federal Regulations, and consists of a plane [describe approach, transition, or horizontal surface]; the elevation of said plane being based upon the [Insert Airport Name] official runway end elevation of ____ feet Above Mean Sea Level (AMSL), as determined by [Insert Name and Date of Survey or Airport Layout Plan that determines the elevation] the approximate dimensions of which said plane are described and shown on Exhibit A attached hereto and incorporated herein by reference.

The aforesaid easement and right-of-way includes, but is not limited to:

- (1) For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons, or any aircraft, of any and all kinds now or hereafter known, in, through, across, or about any portion of the Airspace hereinabove described; and
- (2) The easement and right to cause or create, or permit or allow to be caused and created within all space above the existing surface of the hereinabove described real property and any and all Airspace laterally adjacent to said real property, such noise, vibration, currents and other effects of air illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air; and
- (3) A continuing right to clear and keep clear from the Airspace any portions of buildings, structures or improvements of any kinds, and of trees or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, or other things which extend into or above said Airspace, and the right to cut to the ground level and remove, any trees which extend into or above the Airspace; and
- (4) The right to mark and light, or cause or require to be marked and lighted, as obstructions to air navigation, any and all buildings, structures or other improvements, and trees or other objects, which extend into or above the Airspace; and
- (5) The right of ingress to, passage within, and egress from the hereinabove described real property, for the purposes described in subparagraphs (3) and (4) above at reasonable times and after reasonable notice.

Table G2

Typical Avigation Easement

For and on behalf of itself, its successors and assigns, the Grantor hereby covenants with the Grantee, for the direct benefit of the real property constituting the [Insert Airport Name] hereinafter described, that neither the Grantor, nor its successors in interest or assigns will construct, install, erect, place or grow, in or upon the hereinabove described real property, nor will they permit or allow any building structure, improvement, tree, or other object to extend into or above the Airspace so as to constitute an obstruction to air navigation or to obstruct or interfere with the use of the easement and rights-of-way herein granted.

The easements and rights-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the [Insert Airport Name], in the [Insert County or City Name], State of California; and shall further be deemed in gross, being conveyed to the Grantee for the benefit the Grantee and any and all members of the general public who may use said easement or right-of-way, in landing at, taking off from or operating such aircraft in or about the [Insert Airport Name], or in otherwise flying through said Airspace.

Grantor, together with its successors in interest and assigns, hereby waives its right to legal action against Grantee, its successors or assigns for monetary damages or other redress due to impacts, as described in paragraph (2) of the granted rights of easement, associated with aircraft operations in the air or on the ground at the airport, including future increases in the volume or changes in location of said operations. Furthermore, Grantee, its successors, and assigns shall have no duty to avoid or mitigate such damages through physical modification of airport facilities or establishment or modification of aircraft operational procedures or restrictions. However, this waiver shall not apply if the airport role or character of its usage (as identified in an adopted airport master plan, for example) changes in a fundamental manner which could not reasonably have been anticipated at the time of the granting of this easement and which results in a substantial increase in the in the impacts associated with aircraft operations. Also, this grant of easement shall not operate to deprive the Grantor, its successors or assigns of any rights which may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

These covenants and agreements run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and, for the purpose of this instrument, the real property firstly hereinabove described is the servient tenement and said [Insert Airport Name] is the dominant tenement.

DATED:

STATE OF }

ss

COUNTY OF }

On _____, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____, and _____ known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Notary Public

Source: Modified from California Airport Land Use Planning Handbook (October 2011)

Table G2, continued

RECORDED OVERFLIGHT NOTIFICATION

This *Overflight Notification* concerns the real property situated in the County of _____ and the City of _____, State of California, described as _____ [APN No.: _____].

This *Overflight Notification* provides notification of the condition of the above described property in recognition of, and in compliance with, CALIFORNIA BUSINESS & PROFESSIONS CODE Section 11010 and CALIFORNIA CIVIL CODE Sections 1102.6, 1103.4 and 1353, effective January 1, 2004, and related state and local regulations and consistent with policies of the _____ Airport Land Use Commission for the overflight notification provided in the _____ Airport Land Use Compatibility Plan.

The _____ Airport Land Use Compatibility Plan and [Insert County / City Name] Ordinance (Ordinance No. _____) identify the [Insert Airport Name] Airport Influence Area. Properties within this area are routinely subject to overflights by aircraft using this public-use airport and, as a result, residents may experience inconvenience, annoyance, or discomfort arising from the noise of such operations. State law (Public Utilities Code Section 21670 et seq.) establishes the importance of public-use airports to protection of the public interest of the people of the state of California. Residents of property near such airports should therefore be prepared to accept the inconvenience, annoyance, or discomfort from normal aircraft operations. Residents also should be aware that the current volume of aircraft activity may increase in the future in response to population and economic growth in the County of _____. Any subsequent deed conveying this parcel or subdivisions thereof shall contain a statement in substantially this form.

The Federal Aviation Administration (FAA) has regulatory authority over the operation of aircraft in flight and on the runway and taxiway surfaces at [Insert Airport Name]. The FAA is, therefore, exclusively responsible for airspace and air traffic management, including ensuring the safe and efficient use of navigable airspace, developing air traffic rules, assigning the use of airspace and controlling air traffic. Please contact the FAA for more detailed information regarding overflight and airspace protection issues associated with the operation of aircraft.

The airport operator, the [Insert Name of Airport Owner], maintains information regarding hours of operation and other relevant information regarding airport operations. Please contact your local airport operator for more detailed information regarding airport specific operational issues including hours of operation.

This *Overflight Notification* shall be duly recorded with the _____ County Assessor's Office, shall run with the Property, and shall be binding upon all parties having or acquiring any right, title or interest in the Property.

Effective Date: _____, 20__

Source: Modified from California Airport Land Use Planning Handbook (October 2011)

Table G3

Recorded Overflight Notification

APPENDIX H

Glossary of Terms

Above Ground Level (AGL): An elevation datum given in feet above ground level.

Accessory Dwelling: An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. (Government code, Section 65852.2(j)(1))

Air Carriers: The commercial system of air transportation, consisting of the certificated air carriers, air taxis (including commuters), supplemental air carriers, commercial operators of large aircraft, and air travel clubs.

Aircraft Accident: An occurrence incident to flight in which, as a result of the operation of an aircraft, a person (occupant or nonoccupant) receives fatal or serious injury or an aircraft receives substantial damage.

- Except as provided below, *substantial damage* means damage or structural failure that adversely affects the structural strength, performance, or flight characteristics of the aircraft, and that would normally require major repair or replacement of the affected component.
- Engine failure, damage limited to an engine, bent fairings or cowlings, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wingtips are not considered substantial damage.

Aircraft Incident: A mishap associated with the operation of an aircraft in which neither fatal nor serious injuries nor substantial damage to the aircraft occurs.

Aircraft Mishap: The collective term for an aircraft accident or an incident.

Aircraft Operation: The airborne movement of aircraft at an airport or about an en route fix or at other point where counts can be made. There are two types of operations: local and itinerant. An operation is counted for each landing and each departure, such that a touch-and-go flight is counted as two operations. (FAA Stats)

Airport: An area of land or water that is used or intended to be used for the landing and taking off of aircraft, and includes its buildings and facilities if any. (FAR 1)

Airport Elevation: The highest point of an airport's useable runways, measured in feet above mean sea level. (AIM)

Airport Land Use Commission (ALUC): A commission authorized under the provisions of California Public Utilities Code, Section 21670 et seq. and established (in any county within which a public-use airport is located) for the purpose of promoting compatibility between airports and the land uses surrounding them.

Airport Layout Plan (ALP): A scale drawing of existing and proposed airport facilities, their location on an airport, and the pertinent clearance and dimensional information required to demonstrate conformance with applicable standards.

Airport Master Plan (AMP): A long-range plan for development of an airport, including descriptions of the data and analyses on which the plan is based.

Airport Reference Code (ARC): A coding system used to relate airport design criteria to the operation and physical characteristics of the airplanes intended to operate at an airport. (Airport Design AC)

Airports, Classes of: For the purposes of issuing a Site Approval Permit, The California Department of Transportation, Division of Aeronautics classifies airports into the following categories: (CCR)

- *Agricultural Airport or Heliport:* An airport restricted to use only by agricultural aerial applicator aircraft (FAR Part 137 operators).
- *Emergency Medical Services (EMS) Landing Site:* A site used for the landing and taking off of EMS helicopters that is located at or as near as practical to a medical emergency or at or near a medical facility and
 - (1) has been designated an EMS landing site by an officer authorized by a public safety agency, as defined in PUC Section 21662.1, using criteria that the public safety agency has determined is reasonable and prudent for the safe operation of EMS helicopters and
 - (2) is used, over any twelve month period, for no more than an average of six landings per month with a patient or patients on the helicopter, except to allow for adequate medical response to a mass casualty event even if that response causes the site to be used beyond these limits, and
 - (3) is not marked as a permitted heliport as described in Section 3554 of these regulations and
 - (4) is used only for emergency medical purposes.
- *Heliport on Offshore Oil Platform:* A heliport located on a structure in the ocean, not connected to the shore by pier, bridge, wharf, dock or breakwater, used in the support of petroleum exploration or production.
- *Personal-Use Airport:* An airport limited to the non-commercial use of an individual owner or family and occasional invited guests.
- *Public-Use Airport:* An airport that is open for aircraft operations to the general public and is listed in the current edition of the *Airport/Facility Directory* that is published by the National Ocean Service of the U.S. Department of Commerce.
- *Seaplane Landing Site:* An area of water used, or intended for use, for landing and takeoff of seaplanes.
- *Special-Use Airport or Heliport:* An airport not open to the general public, access to which is controlled by the owner in support of commercial activities, public service operations, and/or personal use.
- *Temporary Helicopter Landing Site:* A site, other than an emergency medical service landing site at or near a medical facility, which is used for landing and taking off of helicopters and
 - (1) is used or intended to be used for less than one year, except for recurrent annual events and
 - (2) is not marked or lighted to be distinguishable as a heliport and
 - (3) is not used exclusively for helicopter operations.

Ambient Noise Level: The level of noise that is all encompassing within a given environment for which a single source cannot be determined. It is usually a composite of sounds from many and varied sources near to and far from the receiver.

Approach Protection Easement: A form of easement that both conveys all of the rights of an aviation easement and sets specified limitations on the type of land uses allowed to be developed on the property.

Approach Speed: The recommended speed contained in aircraft manuals used by pilots when making an approach to landing. This speed will vary for different segments of an approach as well as for aircraft weight and configuration. (AIM)

Aviation-Related Use: Any facility or activity directly associated with the air transportation of persons or cargo or the operation, storage, or maintenance of aircraft at an airport or heliport. Such uses specifically include runways, taxiways, and their associated protected areas defined by the Federal Aviation Administration, together with aircraft aprons, hangars, fixed base operations, terminal buildings, etc.

Aviation Easement: A type of easement that typically conveys the following rights:

- A right-of-way for free and unobstructed passage of aircraft through the airspace over the property at any altitude above a surface specified in the easement (usually set in accordance with CFR Part 77 criteria).
- A right to subject the property to noise, vibrations, fumes, dust, and fuel particle emissions associated with normal airport activity.
- A right to prohibit the erection or growth of any structure, tree, or other object that would enter the acquired airspace.
- A right-of-entry onto the property, with proper advance notice, for the purpose of removing, marking, or lighting any structure or other object that enters the acquired airspace.
- A right to prohibit electrical interference, glare, misleading lights, visual impairments, and other hazards to aircraft flight from being created on the property.

Based Aircraft: Aircraft stationed at an airport on a long-term basis.

California Environmental Quality Act (CEQA): Statutes adopted by the state legislature for the purpose of maintaining a quality environment for the people of the state now and in the future. The Act establishes a process for state and local agency review of projects, as defined in the implementing guidelines that may adversely affect the environment.

Ceiling: Height above the earth's surface to the lowest layer of clouds or obscuring phenomena. (AIM)

Circling Approach/Circle-to-Land Maneuver: A maneuver initiated by the pilot to align the aircraft with a runway for landing when a straight-in landing from an instrument approach is not possible or not desirable. (AIM)

Combining District: A zoning district that establishes development standards in areas of special concern over and above the standards applicable to basic underlying zoning districts.

Commercial Activities: Airport-related activities that may offer a facility, service or commodity for sale, hire or profit. Examples of commodities for sale are: food, lodging, entertainment, real estate, petroleum products, parts and equipment. Examples of services are: flight training, charter flights, maintenance, aircraft storage, and tiedown. (CCR)

Commercial Operator: A person who, for compensation or hire, engages in the carriage by aircraft in air commerce of persons or property, other than as an air carrier. (FAR 1)

Community Noise Equivalent Level (CNEL): The noise metric adopted by the State of California for evaluating airport noise. It represents the average daytime noise level during a 24-hour day, adjusted to an equivalent level to account for the lower tolerance of people to noise during evening and nighttime periods relative to the daytime period. (State Airport Noise Standards)

Compatibility Plan: As used herein, a plan, usually adopted by an Airport Land Use Commission that sets forth policies for promoting compatibility between airports and the land uses that surround them. Often referred to as a *Comprehensive Land Use Plan (CLUP)*.

Controlled Airspace: Any of several types of airspace within which some or all aircraft may be subject to air traffic control. (FAR 1)

Day-Night Average Sound Level (DNL): The noise metric adopted by the U.S. Environmental Protection Agency for measurement of environmental noise. It represents the average daytime noise level during a 24-hour day, measured in decibels and adjusted to account for the lower tolerance of people to noise during nighttime periods. The mathematical symbol is L_{dn} .

Decibel (dB): A unit measuring the magnitude of a sound, equal to the logarithm of the ratio of the intensity of the sound to the intensity of an arbitrarily chosen standard sound, specifically a sound just barely audible to an unimpaired human ear. For environmental noise from aircraft and other transportation sources, an *A-weighted sound level* (abbreviated dBA) is normally used. The A-weighting scale adjusts the values of different sound frequencies to approximate the auditory sensitivity of the human ear.

Deed Notice: A formal statement added to the legal description of a deed to a property and on any subdivision map. As used in airport land use planning, a deed notice would state that the property is subject to aircraft overflights. Deed notices are used as a form of buyer notification as a means of ensuring that those who are particularly sensitive to aircraft overflights can avoid moving to the affected areas.

Designated Body: A local government entity, such as a regional planning agency or a county planning commission, chosen by the county board of supervisors and the selection committee of city mayors to act in the capacity of an airport land use commission.

Displaced Threshold: A landing threshold that is located at a point on the runway other than the designated beginning of the runway (see *Threshold*). (AIM)

Dwelling Unit: Any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof. (HUD)

Easement: A less-than-fee-title transfer of real property rights from the property owner to the holder of the easement.

Equivalent Sound Level (L_{eq}): The level of constant sound that, in the given situation and time period, has the same average sound energy as does a time-varying sound.

Code of Federal Regulations (CFR) Title 14 Part 77 (14CFR77): The part of the Code of Federal Regulations that deals with objects affecting navigable airspace in the vicinity of airports. Objects that exceed the Part 77 height limits constitute airspace obstructions. 14CFR77 establishes standards for identifying obstructions to navigable airspace, sets forth requirements for notice to the FAA of certain proposed construction or alteration, and provides for aeronautical studies of obstructions to determine their effect on the safe and efficient use of airspace. A copy of the regulations is available at www.ecfr.gov.

CFR Title 14 Part 77 Surfaces: Imaginary airspace surfaces established with relation to each runway of an airport. There are five types of surfaces: (1) primary; (2) approach; (3) transitional; (4) horizontal; and (5) conical.

Federal Aviation Administration (FAA): The U.S. government agency that is responsible for ensuring the safe and efficient use of the nation's airports and airspace.

Code of Federal Regulations (CFR): Regulations formally issued by the FAA to regulate air commerce.

Findings: Legally relevant subconclusions that expose a government agency's mode of analysis of facts, regulations, and policies, and that bridge the analytical gap between raw data and ultimate decision.

Fixed Base Operator (FBO): A business that operates at an airport and provides aircraft services to the general public including, but not limited to, sale of fuel and oil; aircraft sales, rental, maintenance, and repair; parking and tiedown or storage of aircraft; flight training; air taxi/charter operations; and specialty services, such as instrument and avionics maintenance, painting, overhaul, aerial application, aerial photography, aerial hoists, or pipeline patrol.

General Aviation: That portion of civil aviation that encompasses all facets of aviation except air carriers. (FAA Stats)

Glide Slope: An electronic signal radiated by a component of an ILS to provide vertical guidance for aircraft during approach and landing.

Global Positioning System (GPS): A navigational system that utilizes a network of satellites to determine a positional fix almost anywhere on or above the earth. Developed and operated by the U.S. Department of Defense, GPS has been made available to the civilian sector for surface, marine, and aerial navigational use. For aviation purposes, the current form of GPS guidance provides en route aerial navigation and selected types of nonprecision instrument approaches. Eventual application of GPS as the principal system of navigational guidance throughout the world is anticipated.

Helipad: A small, designated area, usually with a prepared surface, on a heliport, airport, landing/takeoff area, apron/ramp, or movement area used for takeoff, landing, or parking of helicopters. (AIM)

Heliport: A facility used for operating, basing, housing, and maintaining helicopters. (HAI)

Infill: Development that takes place on vacant property largely surrounded by existing development, especially development that is similar in character.

Instrument Approach Procedure: A series of predetermined maneuvers for the orderly transfer of an aircraft under instrument flight conditions from the beginning of the initial approach to a landing or to a point from which a landing may be made visually. It is prescribed and approved for a specific airport by competent authority (refer to *Nonprecision Approach Procedure* and *Precision Approach Procedure*). (AIM)

Instrument Flight Rules (IFR): Rules governing the procedures for conducting instrument flight. Generally, IFR applies when meteorological conditions with a ceiling below 1,000 feet and visibility less than 3 miles prevail. (AIM)

Instrument Landing System (ILS): A precision instrument approach system that normally consists of the following electronic components and visual aids: (1) Localizer; (2) Glide Slope; (3) Outer Marker; (4) Middle Marker; (5) Approach Lights. (AIM)

Instrument Operation: An aircraft operation in accordance with an IFR flight plan or an operation where IFR separation between aircraft is provided by a terminal control facility. (FAA ATA)

Instrument Runway: A runway equipped with electronic and visual navigation aids for which a precision or nonprecision approach procedure having straight-in landing minimums has been approved. (AIM)

Inverse Condemnation: An action brought by a property owner seeking just compensation for land taken for a public use against a government or private entity having the power of eminent domain. It is a remedy peculiar to the property owner and is exercisable by that party where it appears that the taker of the property does not intend to bring eminent domain proceedings.

Land Use Density: A measure of the concentration of land use development in an area. Mostly the term is used with respect to residential development and refers to the number of dwelling units per acre. Unless otherwise noted, policies in this *UKLALUCP* refer to *gross* rather than *net* acreage.

Land Use Intensity: A measure of the concentration of nonresidential land use development in an area. For the purposes of airport land use planning, the term indicates the number of people per acre attracted by the land use. Unless otherwise noted, policies in this *UKLALUCP* refer to *gross* rather than *net* acreage.

Large Airplane: An airplane of more than 12,500 pounds maximum certificated takeoff weight. (Airport Design AC)

Localizer (LOC): The component of an ILS that provides course guidance to the runway. (AIM)

Mean Sea Level (MSL): An elevation datum given in feet from mean sea level.

Minimum Descent Altitude (MDA): The lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circle-to-land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided. (FAR 1)

Missed Approach: A maneuver conducted by a pilot when an instrument approach cannot be completed to a landing. (AIM)

National Transportation Safety Board (NTSB): The U.S. government agency responsible for investigating transportation accidents and incidents.

Navigational Aid (Navaid): Any visual or electronic device airborne or on the surface that provides point-to-point guidance information or position data to aircraft in flight. (AIM)

Noise Contours: Continuous lines of equal noise level usually drawn around a noise source, such as an airport or highway. The lines are generally drawn in 5-decibel increments so that they resemble elevation contours in topographic maps.

Noise Level Reduction (NLR): A measure used to describe the reduction in sound level from environmental noise sources occurring between the outside and the inside of a structure.

Nonconforming Use: An existing land use that does not conform to subsequently adopted or amended zoning or other land use development standards.

Nonprecision Approach Procedure: A standard instrument approach procedure in which no electronic glide slope is provided. (FAR 1)

Nonprecision Instrument Runway: A runway with an approved or planned straight-in instrument approach procedure that has no existing or planned precision instrument approach procedure. (Airport Design AC)

Obstruction: Any object of natural growth, terrain, or permanent or temporary construction or alteration, including equipment or materials used therein, the height of which exceed the standards established in Subpart C of the Code of Federal Regulations Part 77, *Objects Affecting Navigable Airspace*.

Overflight: Any distinctly visible and/or audible passage of an aircraft in flight, not necessarily directly overhead.

Overflight Easement: An easement that describes the right to overfly the property above a specified surface and includes the right to subject the property to noise, vibrations, fumes, and emissions. An overflight easement is used primarily as a form of buyer notification.

Overflight Zone: The area(s) where aircraft maneuver to enter or leave the traffic pattern, typically defined by the CFR Part 77 horizontal surface.

Overlay Zone: See *Combining District*.

Planning Area Boundary: An area surrounding an airport designated by an ALUC for the purpose of airport land use compatibility planning conducted in accordance with provisions of the State Aeronautics Act.

Precision Approach Procedure: A standard instrument approach procedure where an electronic glide slope is provided. (FAR 1)

Precision Instrument Runway: A runway with an existing or planned precision instrument approach procedure. (Airport Design AC)

Referral Area: The area around an airport defined by the planning area boundary adopted by an airport land use commission within which certain land use proposals are to be referred to the commission for review.

Runway Protection Zone (RPZ): An area (formerly called a *clear zone*) off the end of a runway used to enhance the protection of people and property on the ground. (Airport Design AC)

Safety Zone: For the purpose of airport land use planning, an area near an airport in which land use restrictions are established to protect the safety of the public from potential aircraft accidents.

Single-Event Noise: As used in herein, the noise from an individual aircraft operation or overflight.

Single Event Noise Exposure Level (SENEL): A measure, in decibels, of the noise exposure level of a single event, such as an aircraft flyby, measured over the time interval between the initial and final times for which the noise level of the event exceeds a threshold noise level and normalized to a reference duration of one second. SENEL is a noise metric established for use in California by the state Airport Noise Standards and is essentially identical to *Sound Exposure Level (SEL)*.

Site Approval Permit: A written approval issued by the California Department of Transportation authorizing construction of an airport in accordance with approved plans, specifications, and conditions. Both public-use and special-use airports require a site approval permit. (CCR)

Small Airplane: An airplane of 12,500 pounds or less maximum certificated takeoff weight. (Airport Design AC)

Sound Exposure Level (SEL): A time-integrated metric (i.e., continuously summed over a time period) that quantifies the total energy in the A-weighted sound level measured during a transient noise event. The time period for this measurement is generally taken to be that between the moments when the A-weighted sound level is 10 dB below the maximum.

Straight-In Instrument Approach: An instrument approach wherein a final approach is begun without first having executed a procedure turn; it is not necessarily completed with a straight-in landing or made to straight-in landing weather minimums. (AIM)

Structure: Something that is constructed or erected.

Taking: Government appropriation of private land for which compensation must be paid as required by the Fifth Amendment of the U.S. Constitution. It is not essential that there be physical seizure or appropriation for a *taking* to occur, only that the government action directly interferes with or substantially disturbs the owner's right to use and enjoyment of the property.

Terminal Instrument Procedures (TERPS): Procedures for instrument approach and departure of aircraft to and from civil and military airports. There are four types of terminal instrument procedures: precision approach, nonprecision approach, circling, and departure.

Threshold: The beginning of that portion of the runway usable for landing (also see *Displaced Threshold*). (AIM)

Touch-and-Go: An operation by an aircraft that lands and departs on a runway without stopping or exiting the runway. (AIM)

Traffic Pattern: The traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from an airport. The components of a typical traffic pattern are upwind leg, crosswind leg, downwind leg, base leg, and final approach. (AIM)

Visual Approach: An approach where the pilot must use visual reference to the runway for landing under VFR conditions.

Visual Flight Rules (VFR): Rules that govern the procedures for conducting flight under visual conditions. VFR applies when meteorological conditions are equal to or greater than the specified minimum—generally, a 1,000-foot ceiling and 3-mile visibility.

Visual Runway: A runway intended solely for the operation of aircraft using visual approach procedures, with no straight-in instrument approach procedure and no instrument designation indicated on an FAA-approved airport layout plan. (Airport Design AC)

Zoning: A police power measure, enacted primarily by units of local government, in which the community is divided into districts or zones within which permitted and special uses are established, as are regulations governing lot size, building bulk, placement, and other development standards. Requirements vary from district to district, but they must be uniform within districts. A zoning ordinance consists of two parts: the text and a map.

Glossary Sources

CFR 1: Code of Federal Regulations Part 1, Definitions and Abbreviations

AIM: Aeronautical Information Manual

Airport Design AC: Federal Aviation Administration, *Airport Design* Advisory Circular 150/5300-13

CCR: California Code of Regulations, Title 21, Section 3525 et seq., *Division of Aeronautics*

FAA ATA: Federal Aviation Administration, *Air Traffic Activity*

FAA Stats: Federal Aviation Administration, *Statistical Handbook of Aviation*

HAI: Helicopter Association International

NTSB: National Transportation and Safety Board

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ATTACHMENTS



MENDOCINO COUNTY AIRPORT LAND USE COMMISSION

Airport Land Use Compatibility Plan

Resolution Number _____

County of Mendocino
Ukiah, California

May 20, 2021

RESOLUTION OF THE MENDOCINO COUNTY AIRPORT LAND USE
COMMISSION, COUNTY OF MENDOCINO, STATE OF CALIFORNIA,
ADOPTING A NEGATIVE DECLARATION AND THE UKIAH
MUNICIPAL AIRPORT LAND USE COMPATIBILITY PLAN.

WHEREAS, California Public Utilities Code section 21670(a) requires Airport Land Use Commissions to prepare Airport Land Use Compatibility Plans for public-use airports to promote compatibility between airports and the land uses surrounding; and

WHEREAS, the Mendocino County Airport Land Use Commission adopted the Mendocino County Airport Comprehensive Land Use Plan (ACLUP) on October 21, 1993 and adopted revisions on June 6, 1996; and

WHEREAS, the Mendocino County Airport Land Use Commission desires to replace the portions of the ACLUP related to the Ukiah Municipal Airport with a separate and distinct plan, the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP), located within the City limits of the City of Ukiah, at the Ukiah Municipal Airport and within the associated Airport Influence Area (AIA) in both the City Limits and unincorporated areas of Mendocino County (the "Project"); and

WHEREAS, the draft UKIALUCP were prepared with advice from a technical advisory group that included representatives from the City of Ukiah, the County of Mendocino, and the ALUC; and

WHEREAS, a Negative Declaration was prepared for the Project and noticed and made available for agency and public review on July 16, 2020 in accordance with the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines; and

WHEREAS, revisions to the Negative Declaration and an Addendum to the UKIALUCP were prepared in response to comments received during the public review period; and

WHEREAS, the aforementioned revisions to the Negative Declaration do not trigger recirculation pursuant to section 15073.5 of the CEQA Guidelines as the revisions do not create new avoidable significant effects; and

WHEREAS, in accordance with applicable provisions of law, the Mendocino County Airport Land Use Commission held a public hearing on May 20, 2021, at which time the Mendocino County Airport Land Use Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Negative Declaration and the Project. All interested persons were given an opportunity to hear and be heard regarding the Negative Declaration and the Project; and

WHEREAS, the Mendocino County Airport Land Use Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Mendocino County Airport Land Use Commission regarding the Negative Declaration and the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Mendocino County Airport Land Use Commission makes the following findings:

1. That the foregoing recitals are true and correct and incorporated herein by this reference.

2. The UKIALUCP was prepared in conformance with the California Airport Land Use Planning Handbook (October 2011), prepared by the State of California Department of Transportation Division of Aeronautics, and California Public Utilities Code section 21675.
3. The UKIALUCP has taken into account the features of the Ukiah Municipal Airport development proposals that have implications for off-airport land uses.
4. The UKIALUCP is regulatory in nature, and neither the project nor their subsequent implementation by local agencies will lead directly to new development, construction, or to any physical change to the environment.
5. The UKIALUCP does have the potential to indirectly cause a physical change in the environment by influencing future land use and development patterns through the establishment of compatibility guidelines that are intended to prohibit or constrain certain types of development within specifically delineated areas. No significant impacts to environmental resources were identified during the analysis performed for the Initial Study and Negative Declaration.

BE IT FURTHER RESOLVED that the Mendocino County Airport Land Use Commission hereby adopts the Negative Declaration. The Mendocino County Airport Land Use Commission certifies that the Negative Declaration has been completed, reviewed, and considered, together with the comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, finds that the Negative Declaration reflects the independent judgment and analysis of the Mendocino County Airport Land Use Commission, and finds that there is no substantial evidence that the project will have a significant effect on the environment.

BE IT FURTHER RESOLVED that the Mendocino County Airport Land Use Commission hereby adopts the UKIALUCP and associated Addendum and the UKIALUCP replaces the compatibility plan for Ukiah Municipal Airport adopted by the Mendocino County Airport Land Use Commission in 1996, and hereby directs staff to transmit the UKIALUCP to the California Department of Transportation Division of Aeronautics.

BE IT FURTHER RESOLVED that the Mendocino County Airport Land Use Commission designates the Secretary as the custodian of the document and other material which constitutes the record of proceedings upon which the decision herein is based. These documents may be found at the office of the County of Mendocino Planning and Building Services, 860 North Bush Street, Ukiah, CA 95482.

BE IT FURTHER RESOLVED that the Mendocino County Airport Land Use Commission action shall be final and immediately effective upon date of adoption.

I hereby certify that according to the Provisions of Government Code Section 25103 delivery of this document has been made.

ATTEST: JAMES F. FEENAN
Commission Services Supervisor

By: _____

BY: IGNACIO GONZALEZ
Interim Director

ERIC CRANE, Chair
Mendocino County Airport Land
Use Commission

Notice of Determination

To:

☒ Office of Planning and Research

U.S. Mail:

PO Box 3044

Sacramento, CA 95812-3044

Street Address:

1400 Tenth St., Rm 113

Sacramento, CA 95812

From:

Mendocino County Planning & Building
860 North Bush Street

Ukiah, CA 95482

Contact: Julia Acker Krog

Email: ackerj@mendocinocounty.org

Phone: 707-234-6650

☒ County Clerk:

County of Mendocino

501 Low Gap Road

Ukiah, CA 95482

Lead Agency (if different from above):

Address: _____

Contact: _____

Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resource Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2020070320

Project Title: Ukiah Airport Comprehensive Land Use Plan

Project Applicant: County of Mendocino – Planning and Building Services

Project Location (include county): Within the City limits of the City of Ukiah, at the Ukiah Municipal Airport and within the associated Airport Influence Area (AIA) in both the City Limits and unincorporated areas of Mendocino County. APN 003-310-08; Ukiah Municipal Airport located within the City of Ukiah.

Project Description: Adoption of the proposed Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP), which would supersede sections of the Mendocino County Airport Comprehensive Land Use Plan pertaining to the Ukiah Municipal Airport with a separate and distinct plan. The preparation of ALUCPs for public-use airports is required by the California State Aeronautics Act (Public Utilities Code Section 21670 et seq.). The purpose of ALUCPs is to promote compatibility between an airport and the land uses in its vicinity to the extent that these areas have not already been devoted to incompatible uses.

This is to advise that the County of Mendocino (Lead Agency) has approved the above described project on May 20, 2021 and has made the following determinations regarding the above described project.

1. The project [☐will ☒will not] have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [☐ were ☒ were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [☐ was ☒ was not] adopted for this project.
5. A statement of Overriding Considerations [☐ was ☒ was not] adopted for this project.
6. Findings [☒ were ☐ were not] made pursuant to the provisions of CEQA.

This is to certify that the project file, which includes the Negative Declaration, record of project approval, and all supporting materials, is available to the General Public at: Planning and Building Services, 860 N Bush Street, Ukiah, California 95482.

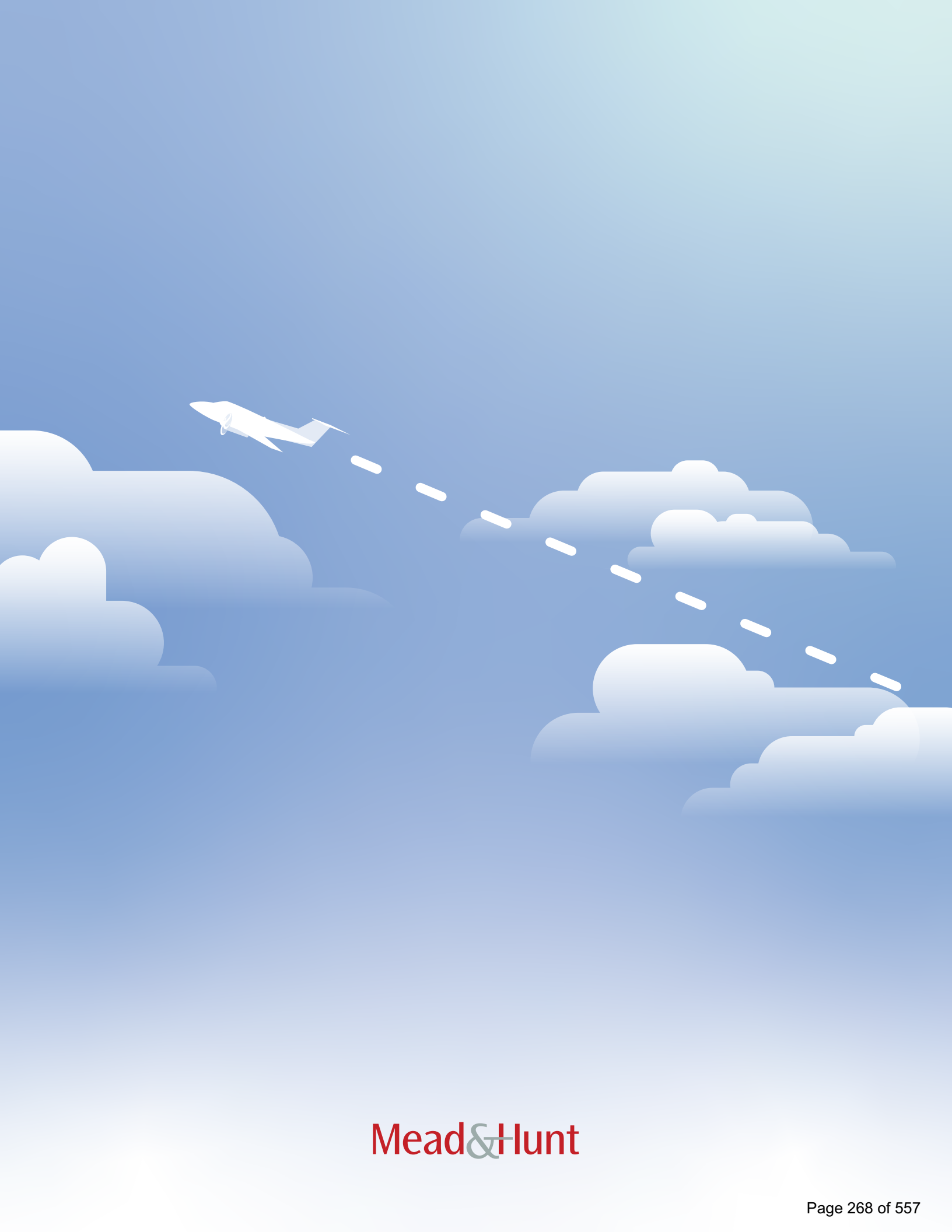
Signature (Public Agency):



Title: Assistant Director

Date: May 24, 2021

Date Received for filing at OPR: _____



Mead&Hunt

REVISED CEQA INITIAL STUDY AND NEGATIVE DECLARATION

Ukiah Municipal Airport
Land Use Compatibility Plan

Prepared for
Mendocino County Airport Land Use Commission

Prepared by



Mead & Hunt, Inc.
Windsor, California
www.meadhunt.com

May 2020 Draft, Revised January 2021

INITIAL STUDY

1. **Project Title:** Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP)
2. **Lead Agency Name and Address:** Mendocino County Airport Land Use Commission (ALUC)
860 N. Bush Street
Ukiah, CA 95482
3. **Contact Person and Telephone/Email:** Julia Acker Krog, Assistant Director
County of Mendocino – Planning and Building Services
(707) 234-6650, ackerj@mendocinocounty.org
4. **Project Location:** Ukiah Municipal Airport, including the City of Ukiah and the unincorporated area of Mendocino County
(See **Exhibits 5 and 6** at the end of this document)
5. **Project Sponsor’s Name and Address:** Mendocino County Airport Land Use Commission
860 N. Bush Street
Ukiah, CA 95482
6. **General Plan Designation(s):** Various. City: Residential, Commercial, Manufacturing, Downtown Core;
County: Commercial, Industrial, Agricultural, Suburban Residential
7. **Zoning Designation(s):** Various: Residential of varying densities, Manufacturing & Industrial, Agricultural

8. Description of Proposed Project:

The creation of airport land use commissions and preparation of airport land use compatibility plans are requirements of the California State Aeronautics Act, Article 3.5, Public Utilities Code (PUC) Section 21670 *et seq.* As expressed by state law, the purpose of an airport land use commission is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public’s exposure to excessive noise and safety hazards within areas around public and military airports to the extent that these areas are not already devoted to incompatible uses. An airport land use commission achieves this goal by adopting an airport land use compatibility plan for each public-use airport within the County.

The Mendocino County Airport Land Use Commission (ALUC or ‘the Commission’) is established pursuant to California PUC Section 21670.4. The ALUC consists of seven members, two of which are required to have aviation expertise:

- Three members appointed by the County Board of Supervisors from the County Planning Commission,
- Three members appointed by the City Selection Committee of mayors of the county’s cities,
- One member at large appointed by the other six members of the Commission.

The Mendocino County ALUC is responsible for preparing and adopting an Airport Land Use Compatibility Plan (ALUCP) for each public-use airport it oversees: Boonville, Ells Field, Little River, Ocean Ridge, Round Valley, and Ukiah Municipal airports.

In 2019, the City of Ukiah (the City), as the owner and operator of the Ukiah Municipal Airport (the Airport), requested that the Mendocino County ALUC update the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP). The need for updating the ALUCP for Ukiah Municipal Airport is due to local and state level changes that have occurred since the plan was adopted in 1996. First, the countywide Mendocino County Airport Comprehensive Land Use Plan (MCACLUP) predates the latest guidance provided by the California Department of Transportation (Caltrans), Division of Aeronautics in the 2011 *California Airport Land Use Planning Handbook* (Handbook). Second, the current MCACLUP was based on the development proposals provided in the 1996 Ukiah Municipal Airport Master Plan, a plan which no longer fully reflects the city's planning for the Airport. In 2015, the City initiated a planning effort to update the Airport Layout Plan (ALP). The updated ALP was approved in 2016 by the Federal Aviation Administration (FAA) and reflects a future 465-foot northerly extension to Runway 15-33 for an ultimate runway length of 4,888 feet. However, the additional length would not be available for aircraft landing from the north; instead, pilots would continue to land at the existing Runway 15 landing threshold. In accordance with state law (PUC Section 21675(a)), Caltrans Division of Aeronautics accepted the ALP in May 2019 as the basis of this proposed UKIALUCP.

In November 2020, the Ukiah City Council approved a recommendation to the Mendocino County ALUC that the UKIALUCP update protect for a future 5,000-foot runway to accommodate future operations by CalFire Lockheed C-130 fire attack aircraft. At its meeting on November 19, 2020, the Mendocino County ALUC directed ALUC staff to revise the proposed UKIALUCP (Public Draft July 2020) and associated environmental document as recommended by the Ukiah City Council. The proposed revision to the draft UKIALUCP includes the addition of a Compatibility Zone 1* beyond Zone 1 at each end of the runway (Runway 15/33). Inclusion of a Zone 1* at both runway ends rather than just one preserves the option for the additional runway length to be provided on either the north or the south. Each Zone 1* encompasses the outer 112 feet of the Runway Protection Zone (RPZ) associated with a 5,000-foot runway length extended in one direction or the other. The compatibility criteria for Zone 1* match those of Zone A* in the 1996 MCACLUP for Ukiah Municipal Airport and is less restrictive than the criteria for Zone 1. Where Zone 1 precludes all future structures that are not aeronautical in function, Zone 1* allows very low intensity outdoor uses such as auto parking and storage with a maximum intensity of 10 people per acre.

The proposed UKIALUCP (the Project), including Addendum #1 with the proposed revisions to the draft UKIALUCP, is the focus of this Initial Study. The proposed UKIALUCP would replace the portions of the existing countywide current MCACLUP pertaining to the Ukiah Municipal Airport, which was adopted by the Mendocino County ALUC on October 21, 1993, and last revised on June 6, 1996. The current MCACLUP would remain in effect for the other airports in Mendocino County. A copy of the proposed UKIALUCP is presented as **Attachment A** and Addendum #1 with the proposed revisions to the draft UKIALUCP is presented in **Attachment B** to this Initial Study. The applicable sections of the proposed UKIALUCP include the policy chapters (Chapters 2 and 3) and the background chapter (Chapter 4).

Consistent with PUC Section 21674.7, preparation of the proposed UKIALUCP was guided by the information included in the Handbook. For example, the Handbook provides a set of generic safety zones that are based on nationwide aircraft accident location data. The safety zones divide an airport vicinity into as many as six safety zones, each representing a distinct level of risk:

- Safety Zone 1 and Zone 1*: Runway protection zone
- Safety Zone 2: Inner approach/departure zone
- Safety Zone 3: Inner turning zone
- Safety Zone 4: Outer approach/departure zone
- Safety Zone 5: Sideline zone
- Safety Zone 6: Traffic pattern zone

The proposed UKIALUCP applies the generic Handbook safety zones for a medium general aviation runway (length 4,000 feet to 5,999 feet) to the existing (4,423-foot) and future (4,888-foot) Runway 15/33 configurations. As described below, the Handbook safety zones are further refined to reflect the unique aeronautical factors at the Ukiah Municipal Airport. The adjusted safety zones establish the Compatibility Zones for the proposed UKIALUCP. The proposed UKIALUCP also considers the residential densities (dwelling units per acre) and non-residential intensities (people per acre) provided by the Handbook for each safety zone.

The proposed ALUCP for Ukiah Municipal Airport also reflects the anticipated growth of the Airport for the next 20 years as required by PUC Section 21675(a). The proposed UKIALUCP is based on the 2016 FAA-approved ALP showing a future 465-foot northerly runway extension and Airport noise contours reflect an ultimate aircraft activity forecast level of 30,916 annual operations.

Lastly, PUC Section 21675(c) requires an ALUC to consult with the involved agencies regarding establishment of the Airport Influence Area boundary. The proposed UKIALUCP was developed in coordination with the ALUC and its staff as well as the planning and airport staff members from the County of Mendocino and City of Ukiah.

Function of the ALUCP

The function of the proposed UKIALUCP is to promote compatibility between the Airport and the land uses in its vicinity to the extent that these areas have not already been devoted to incompatible uses. The plan accomplishes this function through establishment of a set of compatibility criteria applicable to new development around the Airport. Additionally, the proposed UKIALUCP serves as a tool for use by the ALUC in fulfilling its statutory duty to review plans, regulations, and other actions of local agencies and the Airport operator for consistency with the proposed UKIALUCP criteria.

Neither the proposed UKIALUCP nor the ALUC have authority over existing land uses or over the operation of the Airport. Additionally, the ALUC has no authority over federal, state, or tribal lands. Except in Zone 1, the proposed UKIALUCP also would not prohibit the construction of a single-family home (or secondary dwellings allowed by state law) on a legal lot of record if the use is permitted by local land use regulations.

The County of Mendocino and City of Ukiah have land use authority over the areas within the proposed Airport Influence Area and are expected to incorporate certain criteria and procedural policies from the proposed UKIALUCP into their respective general plans and zoning ordinances to ensure that future land use development will be compatible with the long-term operation of the Ukiah Municipal Airport. These local affected agencies also have the option of overruling the ALUC in accordance with the steps defined by state law (PUC Section 21676, 21676.5, or 21677).

Geographic Scope

The proposed UKIALUCP defines the Airport Influence Area as lands on which the uses could be negatively affected by current or future aircraft operations at the Airport as well as lands on which the uses could negatively affect Airport usage and thus necessitate restriction on those uses. The proposed Airport Influence Area for Ukiah Municipal Airport extends approximately 3.0 miles (16,000 feet) from the ends of the Airport's runway. The proposed Airport Influence Area encompasses land within the City of Ukiah and unincorporated areas of Mendocino County.

The Airport Influence Area for the proposed UKIALUCP considers the geographic extents of four types of compatibility concerns:

- Noise: Locations exposed to potentially disruptive levels of aircraft noise.
- Safety: Areas where the risk of an aircraft accident poses heightened safety concerns for people and property on the ground.
- Airspace Protection: Places where height and various other land use characteristics need to be restricted in order to prevent creation of physical, visual, or electronic hazards to flight within the airspace required for operation of aircraft to and from the Airport.

Exhibit 1 (revised January 2021) located at the end of this document depicts the Airport Influence Area and Compatibility Zones for the proposed UKIALUCP. The proposed Airport Influence Area and Compatibility Zone boundaries consider the following compatibility factors:

- Noise – Future noise contours reflecting an ultimate aircraft activity forecast level of 30,916 annual operations. The Compatibility Zones also consider the CalFire noise contours representing a typical fire event day with 44 departures and 44 arrivals split evenly between Runways 15 and 33. Aircraft type modeled is the Grumman S-2 Tracker (S-2T).
 - Safety – Generic safety zones provided in the 2011 Handbook are applied to the existing and future runway configurations in the manner listed below. The adjusted safety zones define Compatibility Zones 1 through 6 for the proposed UKIALUCP. Runway 15/33: Safety zones for a medium general aviation runway (length 4,000 feet to 5,999 feet) are applied to the existing (4,423-foot) and future (4,888-foot) runway configurations.
 - Runway Protection Zone (RPZ): Safety Zone 1 is based on the existing and future RPZs reflected in the 2016 ALP. Safety Zone 1* beyond each runway end encompasses the outer 112 feet of the RPZ associated with a 5,000-foot runway length extended either to the north or south.

- North Side Traffic Pattern: Although a future northerly extension of Runway 15 is proposed in the 2016 ALP, the landing threshold will be conterminous with the existing runway end. As such, Zone 2 is based on the existing runway configuration. Zone 4 is enlarged to include the northly portion of Zone 2 for the future runway configuration.
- East Side Traffic Pattern: Consistent with state guidance, safety zones on the west side of the Airport have been adjusted to reflect the Airport's single-sided traffic pattern on the east side of the Airport, which is necessitated by high terrain located to the west. Accordingly, Zone 3 is truncated, and Zone 6 is omitted.
- Southern Traffic Pattern: Safety zones south of the approach end of Runway 33 are angled 5 degrees to the east to reflect the common practice used by pilots whereby flight routes align with Highway 101 when departing to the south or on approach to Runway 33.
- Overflight – Primary traffic patterns reflecting where aircraft operating at the Airport routinely fly.
- Airspace Protection – Outer boundary of the Obstruction Surfaces as defined by Code of Federal Regulation (CFR) Part 77, *Safe, Efficient Use and Preservation of the Navigable Airspace*. Surfaces associated with both the existing and future runway configurations are depicted. The Outer Conical Surface defines the Airport Influence Area for the proposed UKIALUCP. **Exhibit 2** defines the Airport Protection Surfaces for the Ukiah Municipal Airport.

Exhibits 1 (revised January 2021) and **2**, which present the policy maps for the proposed UKIALUCP, define the areas subject to the proposed UKIALUCP policies and criteria. The proposed Airport Influence Area constitutes the Referral Area within which certain land use actions and Airport actions are subject to ALUC review for a consistency determination with the proposed UKIALUCP. The proposed Compatibility Zones define the areas within which land use restrictions may be necessary to maintain airport land use compatibility.

Exhibit 3 compares the Airport Influence Area and Compatibility Zones in the current MCACLUP with those of the proposed UKIALUCP. **Exhibits 5** and **6** depict the proposed compatibility zones with the City's and County's land use designations. **Exhibits 3** through **6** also identify the areas that would experience increased restrictions under the proposed UKIALUCP compared to the current MCACLUP. **Exhibit 4** provides details as to the type of restriction that would apply (density or intensity restrictions).

As shown in **Exhibit 3**, the principal difference between the current MCACLUP and proposed UKIALUCP is that the zone boundaries in the current MCACLUP do not consider the Airport's future runway length of 4,888 feet (reflecting a 465-foot northerly runway extension). The current MCACLUP also follows geographic features, such as road and parcel lines, while the proposed UKIALUCP boundaries follow the adjusted Handbook Safety Zones. Other notable differences include:

- Zone 1 (north) – Modified to reflect the existing and future Runway Protection Zone specified by the FAA-approved ALP.
- Zones 3 and 6 (west) – Truncated on west side to reflect one-sided traffic pattern on the east side of the Airport due to high terrain to the west.

- Zones 2 through 4 (south) – Angled 5-degrees to the east as noted above.
- Zones 3 and 4 (north, City) – The Handbook recommends that compatibility criteria provide for maintaining residential densities of the underlying zoning in urban environments. As such, an Urban Overlay is established in Zones 3 and 4 north of the Airport to reflect the existing urbanized land use patterns in the City’s downtown area. The Urban Overlay allows residential densities of up to 15 units per acre in Zone 3 and 35 units per acre in Zone 4.
- Zone 3 (southwest, County) – Includes an Urban Overlay in Zone 3 southwest of the Airport in unincorporated Mendocino County to reflect an existing (grandfathered) land use agreement allowing medium-density residential uses. The Urban Overlay allows residential densities of up to 15 units per acre in Zone 3.

Exhibits 7A through 7D identify the seven parcels that fall within the new proposed Zone 1* under the revised UKIALUCP (Final Draft January 2021). Under the draft UKIALUCP (Public Draft July 2020), portions of these parcels could be developed under Zone 2 criteria. Under the revised UKIALUCP (Final Draft January 2021), some or all the Zone 2 development potential is removed as these areas would become part of the more restrictive Compatibility Zone 1*. However, the criteria proposed for Zone 1* are identical to those that apply to this area under the currently adopted MCACLUP (1996).

9. Surrounding Land Uses and Setting

Ukiah Municipal Airport is owned and operated by the City of Ukiah and is located within the southern part of the city limits approximately 0.3 mile west of State Highway 101. Ukiah is situated within the southeastern corner of Mendocino County and is surrounded by hills to the west and south, Lake Mendocino to the northeast, and the Mayacamas Mountains to the east.

Land uses near the Airport are low-to-moderate-density urban to the north and west as well as immediately to the east between the Airport and highway. The city center is located to the north of the Airport. The areas south and east are mostly in unincorporated Mendocino County and dedicated to agriculture and commercial development. The City’s sphere of influence shows future annexation to the north and west.

Exhibits 5 and 6 depict the County and City land use designations within the Airport Influence Area and provide an aerial basemap to reflect existing land uses.

10. Other Public Agencies Whose Approval is Required

Although input from various entities is necessary, the ALUC can adopt the proposed UKIALUCP without formal approval from any other state or local agency. However, a copy of the plan must be submitted to the Caltrans Division of Aeronautics (PUC Section 21675(d)). The Caltrans Division of Aeronautics is required by state law (PUC Section 21675(e)) to assess whether the plan addresses the matters that must be included pursuant to the statutes and to notify the ALUC of any deficiencies. The statute also requires the ALUC to establish (or revise) the Airport Influence Area boundary only after “hearing and consultation with involved agencies” (PUC Section 21675(c)).

The proposed UKIALUCP policies can be implemented only by the local jurisdictions that have authority over land use within the Airport Influence Area, which are the County of Mendocino and the City of Ukiah in this case. State statutes require an agency to make its general plan consistent with an ALUCP within 180 days of ALUC adoption or to overrule the ALUC (Government Code Section 65302.3). If a jurisdiction chooses to overrule an ALUCP, the overrule procedure requires formal findings that the jurisdiction's action is consistent with the intent of the state airport land use compatibility planning statutes and action by a two-thirds vote of the jurisdiction's governing body (PUC Section 21676).

11. Summary of Potential Environmental Effects

In accordance with California Environmental Quality Act (CEQA), the purpose of this Initial Study is to inform decision makers and the public about the potential environmental impacts of the proposed project—the adoption and subsequent implementation of the proposed UKIALUCP—and to reduce those environmental impacts to the extent feasible. The outcome of the Initial Study is to determine what type of environmental document—a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report—is required of the proposed Project. For the purposes of this Initial Study, the following projects are considered:

- Proposed Project – Adoption of the proposed UKIALUCP with the Urban Overlay and Zone 1*,
- Project Alternative – Adoption of the proposed UKIALUCP without the Urban Overlay or Zone 1*,
- No Project Alternative – Retainment of the current MCACLUP (i.e., proposed UKIALUCP is not adopted).

The proposed UKIALUCP is regulatory in nature (PUC Section 21674, 21675, and 21675.1), and neither the project—the adoption of the proposed UKIALUCP—nor its subsequent implementation by local agencies will lead to any new development, construction, or any physical change to existing land uses or the environment.

The proposed UKIALUCP does not prohibit future development in the vicinity of the Airport but rather would affect where and what type of development could occur within the Airport Influence Area. The proposed UKIALUCP seeks to guide the compatibility of future land uses by limiting the density, intensity, height, and other features of new uses to avoid potential conflicts with Airport operations and to preserve the safety of those living and working around the Airport as well as of those in flight. Therefore, the proposed UKIALUCP may indirectly influence future land use development patterns near the Airport by enabling development in some locations (to the extent that such development is consistent with local agency general plans) and constraining development in other locations.

Any indirect effect that may arise from shifts in future development patterns is uncertain because potential shifts cannot be accurately predicted as to when, where, or to what extent the development may occur. The environmental impacts of such shifts or “displacement” are speculative and, therefore, are reasonably considered to be less than significant for purposes of this CEQA analysis (Title 14, California Code of Regulations, Chapter 3, Article 10, §15145). This finding of less than significant is further supported by the fact that state law (Government Code 65302.3) requires a local agency to amend its general plan and any applicable specific plan to be consistent with the ALUCP. Therefore, any conflicts identified in the Initial Study would be alleviated by the local agency amending the applicable plan to be consistent with the ALUCP or, alternatively, overruling the ALUC by adopting findings pursuant to PUC Section 21676. These actions are the responsibility and purview of the local agency, not the ALUC.

The need to analyze displacement as part of the environmental impact analysis for adoption of an ALUCP stems from a 2007 California State Supreme Court Case, *Muzzy Ranch Co. v. Solano County Airport Land Use Commission*.¹ Among other things, in its decision in that case the court found that “...placing a ban on development in one area of a jurisdiction may have the consequence, notwithstanding existing zoning or land use planning, of displacing development to other areas of the jurisdiction.” While an ALUCP does not and need not determine where the displaced development would move to—and, indeed, ALUCs have no authority by which to make such a decision—the extent of the conflict that results in the displacement must be analyzed.

Although policies in the proposed UKIALUCP would influence future land use development patterns within the Airport Influence Area, the proposed UKIALUCP would not increase levels of development above those projected within the general plans adopted by the affected local agencies. The environmental effects of development proposed in the adopted general plans have already been adequately analyzed in previously certified environmental documentation and policies and/or mitigation measures have been adopted that would reduce those environmental effects. Additionally, any future development proposals would be subject to CEQA, ensuring that potential impacts are studied, disclosed, and mitigated, as appropriate.

For the reasons stated above, the proposed UKIALUCP would not result in any direct impacts to the following environmental categories: Aesthetics; Agriculture/Forestry Resources; Air Quality; Biological Resources; Cultural Resources; Geology/Soils; Greenhouse Gas Emissions; Hazards/Hazardous Materials; Hydrology/Water Quality; Mineral Resources; Noise; Recreation; Transportation/Traffic; and Utilities/Services Systems.

No environmental categories would be affected by this project to the extent of having a “Potentially Significant Impact.” Four environmental impact categories, Biological Resources, Land Use and Planning, Population and Housing, and Public Services, are identified as having a “Less than Significant Impact.” Appropriate discussions are provided for other impact categories that warrant explanation.

As described in Section 4, *Biological Resources*, the Airport Influence Area for Ukiah Municipal Airport is within the Mendocino Redwood Company Natural Community Conservation Plan (NCCP). An NCCP identifies and provides for the regional protection of plants, animals, and their habitats while allowing compatible and appropriate economic activity. Working with landowners, environmental organizations, and other interested parties, a local agency oversees the numerous activities that compose the development of an NCCP. CDFW and the U.S. Fish and Wildlife Service provide the necessary support, direction, and guidance to NCCP participants.² The NCCP does not propose new or enhancement of existing wildlife habitat within the Airport Influence Area established by the proposed UKIALUCP. A biological resource assessment will be conducted for proposed development projects where there may be a special-status species or critical habitat on the project site. The proposed UKIALUCP does not grant development rights like a local agency’s general plan or zoning. Therefore, no conflicts exist between the NCCP and proposed UKIALUCP.

As described in Section 10, the general plan policies and land use maps for the County of Mendocino and the City of Ukiah were reviewed for consistency with the proposed UKIALUCP; while no direct conflicts exist between the general

¹ *Muzzy Ranch Co. v. Solano County Airport Land Use Commission* (2007) 41 Cal.4th 372.

² Source: <https://wildlife.ca.gov/Conservation/Planning/NCCP>.

plan policies and the proposed UKIALUCP policies, the County and City will each be required to update the compatibility information contained in its respective land use plans to reflect the proposed UKIALUCP. The analysis also determined that several general plan land use designations shown in the local agencies' zoning maps directly conflict with the proposed UKIALUCP density criteria (see **Exhibits 4, 5, 6, and 8**). Based on these findings, the County and City will be required to make minor changes to their respective general plan, specific plans, and/or implementing ordinances to be fully consistent with the proposed UKIALUCP or to take action to overrule the ALUC.

As described in Section 14, a housing displacement analysis was conducted to determine if the County and City could satisfy their shares of the regional housing needs if the proposed UKIALUCP restricted future residential development within portions of the Airport Influence Area. The analysis found that while there was a potential for displacing future housing units within portions of the Airport Influence Area, the displacement of future housing was deemed to be less than significant because the amount of displacement was negligible, the housing units could be accommodated in other areas of the Airport Influence Area and the County and City could fulfill their obligations associated with the Regional Housing Needs Allocation.

As described in Section 15, *Public Services*, adoption and implementation of the proposed UKIALUCP would create a temporary increase in the staff workloads of the affected local agencies as a result of the state requirement to modify local general plans for consistency with the ALUCP. However, this effect would be temporary. Over the long term, the procedural policies included in the proposed UKIALUCP are intended to simplify and clarify the ALUC project review process and thus reduce workloads for the Mendocino County ALUC and local agency planning staff members.

12. Consultation with California Native American Tribes

The authority of the ALUC does not extend to state, federal, or tribal lands. Lands controlled (i.e., owned, leased, or in trust) by federal or state agencies or by Native American tribes are not subject to the provisions of the state ALUC statutes or the proposed UKIALUCP. The project does not propose any new development, construction, or physical change to the environment; therefore, there will be no disturbance of land or culturally significant resources. No tribal consultation is required for this project.

REFERENCES

The following references are cited in the text that follows for the Initial Study.

1. Association of Environmental Professionals. 2020 CEQA California Environmental Quality Act Statutes and Guidelines, Appendix G: Environmental Checklist Form. January 1, 2019.
2. California Department of Fish and Wildlife. NCCP Plan Summary – Mendocino Redwood Company NCCP/HCP. Amended July 31, 2017.
3. City of Ukiah. Housing Element Update 2019-2027. October 2019.
4. City of Ukiah. Ukiah Municipal Airport Master Plan Report. July 1996.
5. City of Ukiah. Ukiah Municipal Airport Layout Plan (ALP). January 2016.
6. City of Ukiah. Ukiah General Plan. December 6, 1995.
7. City of Ukiah. Ukiah General Plan Map. December 16, 2004.
8. City of Ukiah. City of Ukiah Zoning Map. February 2017.
9. City of Ukiah. Ukiah Compatibility Zoning Map. July 1996.
10. County of Mendocino. Mendocino Zoning Display Map. December 5, 2018.
11. County of Mendocino. Regional Housing Needs Plan. August 2019.
12. County of Mendocino. Ukiah Valley Area Plan. August 2011.
13. Federal Aviation Administration. Airport Master Record (Form 5010). March 2019.
14. Mendocino County Airport Land Use Commission. Mendocino County Airport Comprehensive Land Use Plan. Adopted October 21, 1993 and last amended on June 6, 1996.
15. State of California Department of Transportation (Caltrans), Division of Aeronautics. California Airport Land Use Planning Handbook. October 2011.

DETERMINATION

Completed by Lead Agency: Mendocino County Airport Land Use Commission

On the basis of this initial study:

- ☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

Julia Acker Krog
Signature

4/16/2021
Date

Julia Acker Krog
Print Name

Asst. Director
For

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

CATEGORY	ANALYSIS SUMMARY (See individual pages for details, Pg #s revised January 2021)					
	Pg	Potentially Significant Impact				
		Less than Significant Impact with Project Mitigation				
		Less than Significant Impact				
		No Impact				
		Comments (Also see discussion above starting on page 7, Topic 11)				
1. AESTHETICS	14	☐	☐	☐	☒	No direct or indirect impacts to aesthetic resources.
2. AGRICULTURE/FORESTRY RESOURCES	15	☐	☐	☐	☒	No direct or indirect impacts to agricultural or forestry uses within the AIA or result in conversion to other uses.
3. AIR QUALITY	16	☐	☐	☐	☒	No direct or indirect impacts to air quality.
4. BIOLOGICAL RESOURCES	17	☐	☐	☐	☒	f) Airport is within the Mendocino Redwood Company Natural Community Conservation Plan Area
5. CULTURAL RESOURCES	19	☐	☐	☐	☒	No direct or indirect impacts to cultural impacts.
6. ENERGY	20	☐	☐	☐	☒	No direct or indirect impacts to energy resources.
7. GEOLOGY/SOILS	21	☐	☐	☐	☒	No direct or indirect impacts to geology, soils, or seismicity.
8. GREENHOUSE GAS EMISSIONS	22	☐	☐	☐	☒	No direct or indirect impacts to greenhouse gas emissions.
9. HAZARDS/HAZARDOUS MATERIALS	23	☐	☐	☐	☒	ALUCP limits exposure of people to aircraft accident hazards by restricting risk-sensitive uses in airport vicinity and limits the storage of hazardous materials.
10. HYDROLOGY/WATER QUALITY	25	☐	☐	☐	☒	No direct or indirect impacts to hydrology and water quality.
11. LAND USE/PLANNING	26	☐	☐	☒	☐	Minor modifications needed to local Land Use Plans
12. MINERAL RESOURCES	33	☐	☐	☐	☒	No direct or indirect impacts to mineral resources.

13. NOISE	34	☐	☐	☐	☒	ALUCP limits exposure of people to noise but does not regulate aircraft operations
14. POPULATION/HOUSING	36	☐	☐	☒	☐	Potential exists for displacement of housing units
15. PUBLIC SERVICES	40	☐	☐	☒	☐	Negligible effect on special districts, school districts, and community college districts as well as government staff workloads
16. RECREATION	41	☐	☐	☐	☒	No direct or indirect impacts to recreation.
17. TRANSPORTATION/TRAFFIC	42	☐	☐	☐	☒	No direct or indirect impacts to on-ground transportation and traffic. Adoption and implementation of proposed UKIALUCP will not result in changes to air traffic patterns.
18. TRIBAL CULTURAL RESOURCES	43	☐	☐	☐	☒	No direct or indirect impacts to tribal cultural resources.
19. UTILITIES/SERVICE SYSTEMS	44	☐	☐	☐	☒	No direct or indirect impacts to utilities and service systems.
20. WILDFIRE	45	☐	☐	☐	☒	No direct or indirect impairment to an adopted emergency response or evacuation plan, exacerbation of wildfire risks, or exposing of people or structures to significant risks.
21. MANDATORY FINDINGS OF SIGNIFICANCE	46	☐	☐	☐	☒	No cumulative impacts

ENVIRONMENTAL CHECKLIST

1. Aesthetics

Except as provided in Public Resources Code Section 21099.

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In nonurbanized 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?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	☐	☐	☐	☒

Discussion

a - d): See Summary of Potential Environmental Effects (No. 11 on page 7). The Mendocino County General Plan and the City of Ukiah General Plan indicate that Mendocino County encompasses an outstanding variety of natural vistas, landscapes, water resources, and Scenic Byways. Although the Plans provide lists and maps of known scenic resources, the Plans indicate that the policies and actions pertain to all scenic resources, not just those that are listed and mapped. No mapped resources are contained within the proposed Airport Influence Area for Ukiah Municipal Airport. The proposed UKIALUCP is regulatory in nature; it does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to aesthetic resources.

Mitigation

None required.

2. Agriculture and Forestry Resources

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project, and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined in Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion

a - e): See Summary of Potential Environmental Effects (No. 11 on page 7). The Mendocino County General Plan and the City of Ukiah General Plan indicates that the eastern portions of the proposed Airport Influence Area include prime farmland and farmland of statewide importance. ALUCP Policy 3.1.4, *Land Use Conversion*, encourages preservation of existing agricultural and open spaces. Additionally, the proposed UKIALUCP is regulatory. It does not provide for any physical change to the environment that would directly or indirectly conflict with agricultural or forestry use within the proposed Airport Influence Area or result in their conversion to other uses.

Mitigation

None required.

3. Air Quality

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
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 (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Discussion

a - d): See Summary of Potential Environmental Effects (No. 11 on page 7). Mendocino County lies within the North Coast Air Basin and air quality is locally regulated by the Mendocino County Air Quality Management District. Both the Mendocino County General Plan and City of Ukiah General Plan include policies ensuring that development proposals adhere to federal, state, and district requirements. Although the proposed Airport Influence Area has the potential to contain a wide variety of sensitive receptors, both known and unknown, the proposed UKIALUCP is regulatory in nature. Therefore, it does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to air quality.

Mitigation

None required.

4. Biological Resources

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
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?	☐	☐	☒	☐

Discussion

a - e): See Summary of Potential Environmental Effects (No. 11 on page 7). The Mendocino County General Plan and City of Ukiah General Plan indicate known locations of special status species (plant and animal) and sensitive habitats within the proposed Airport Influence Area. Therefore, the proposed Airport Influence Area has the potential to contain a wide variety of biological resources, both known and unknown. The proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to biological resources.

f): The proposed Airport Influence Area encompasses lands within the Airport and is within the Mendocino Redwood Company Natural Community Conservation Plan (NCCP). This plan, which is being coordinated by the Mendocino

Redwood Company, identifies and provides for the regional protection of plants, animals, and their habitats while allowing compatible and appropriate economic activity. Working with landowners, environmental organizations, and other interested parties, a local agency oversees the numerous activities that compose the development of an NCCP. CDFW and the U.S. Fish and Wildlife Service provide the necessary support, direction, and guidance to NCCP participants.

The proposed UKIALUCP would prohibit creating or enhancing existing wildlife habitat areas within the proposed Airport Influence Area if the habitat would attract hazardous wildlife to the Airport environs (e.g., birds). This proposed UKIALUCP prohibition could potentially conflict with the NCCP objectives. For example, under the proposed UKIALUCP, new development projects proposed within the Airport Influence Area would be precluded from providing “on-site” restoration of habitat areas. However, the proposed UKIALUCP would allow new development projects to mitigate their impacts through off-site habitat restoration, clustering development, and/or project design. The proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly conflict with the provisions of the NCCP. Additionally, potential indirect conflicts are deemed to be less than significant as the proposed UKIALUCP would enable achievement of the NCCP objectives of protecting natural resources in areas outside of the Airport Influence Area.

Mitigation

None required.

5. Cultural Resources

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Discussion

a - c): See Summary of Potential Environmental Effects (No. 11 on page 7). Cultural resources in Mendocino County include archaeological resources, historic resources, and cultural resources related to Native Americans. The proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to cultural resources.

Mitigation

None required.

6. Energy

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?	☐	☐	☐	☒
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

Discussion

a - b): See Summary of Potential Environmental Effects (No. 11 on page 7). Renewable energy plants are incompatible in Zones 1 through 3 but are conditionally compatible in Zones 4 through 6 if the site outside the zone would not serve intended public function. All facilities and associated power lines must meet airspace protection criteria (i.e. height, thermal plumes, glare, etc.). The proposed UKIALUCP establishes restrictions and FAA notification requirements of proposed objects and height limits of objects near airports. Boundaries of the FAA notification area for the Airport are depicted on **Exhibit 2, Airspace Protection Zone**. Wind energy systems are not compatible in the vicinity of an airport if they are prohibited by a comprehensive land use plan or any implementing regulations adopted by the ALUC. The proposed UKIALUCP provides guidance on risk-sensitive uses (uses that potentially pose safety concerns regardless of the number of people present, hazardous materials, and community critical infrastructure) that could have a community-wide impact.

The proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to energy resources.

Mitigation

None required.

7. Geology and Soils

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 Division of Mines and Geology Special Publication 42.)	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on 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?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Discussion

a - f): See Summary of Potential Environmental Effects (No. 11 on page 7). The proposed Airport Influence Area has the potential to contain a wide variety of geology, soils, or seismicity, both known and unknown. However, the proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to geology, soils, or seismicity.

Mitigation

None required.

8. Greenhouse Gas Emissions

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Discussion

a - b): See Summary of Potential Environmental Effects (No. 11 on page 7). The Mendocino County General Plan and City of Ukiah General Plan includes policies addressing atmosphere and climate change. The Mendocino County General Plan and City of Ukiah General Plan indicate that the City maintains a Climate Action Plan that identifies programs and actions to reduce greenhouse gas emissions to meet the Council's greenhouse gas reduction goal. Nevertheless, the proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to greenhouse gas emissions.

Mitigation

None required.

9. Hazards and Hazardous Materials

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section §65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
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 for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

Discussion

a – d, f – g): See Summary of Potential Environmental Effects (No. 11 on page 7). The proposed UKIALUCP includes land use compatibility policies that prohibit or restrict land uses that manufacture, process and/or store bulk quantities of hazardous materials within the proposed Airport Influence Area. Nevertheless, the proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in creating a significant hazard to the public or the environment.

e): Pursuant to the State Aeronautics Act, the purpose of the proposed UKIALUCP is to minimize the public's exposure to excessive noise and safety hazards within the Airport vicinity. Therefore, adoption and implementation of the proposed UKIALUCP would have a beneficial impact by restricting development that would expose people within the Airport Influence Area to Airport-related safety hazards including aircraft accidents.

The proposed UKIALUCP uses the aircraft accident risk data and safety compatibility concepts provided in the *California Airport Land Use Planning Handbook* (Caltrans, 2011) to establish Airport land use compatibility zones to include areas exposed to significant safety hazards. The proposed UKIALUCP also establishes safety criteria and policies that limit concentrations of people within the compatibility zones. The purpose of the policies is to minimize the risks and potential consequences associated with an off-Airport aircraft accident or emergency landing. The policies consider the risks both to people and property in the vicinity of the Airport and to people on board the aircraft.

The risks of an aircraft accident occurrence are further reduced by airspace protection policies that limit the height of structures, trees, and other objects that might penetrate the Airport's airspace as defined by Federal Aviation Regulations (FAR), Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The airspace protection policies also restrict land use features that may generate other hazards to flight such as visual hazards (i.e., smoke, dust, steam, etc.), electronic hazards that may disrupt aircraft communications or navigation, and wildlife hazards (i.e., uses which would attract hazardous wildlife to Airport environs). Therefore, no impact is anticipated as a result of the adoption and implementation of the proposed UKIALUCP.

Mitigation

None required.

10. Hydrology and Water Quality

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of a site or area, including through the alteration of the course of a stream or river, in a manner that would:	☐	☐	☐	☒
i) result in a substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	☒
iii) 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?	☐	☐	☐	☒
j) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
k) Conflict with or obstruct implementation of a water quality control plan or sustainable ground water management plan?	☐	☐	☐	☒

Discussion

a - k): See Summary of Potential Environmental Effects (No. 11 on page 7). The Mendocino County General Plan and City of Ukiah General Plan include policies aimed at protecting the quantity and quality of water for public health and aquatic life. The most critical surface water quality problem in Mendocino County is sedimentation—the carrying of dust and soils into bodies of water. Major sources of sediment include erosion from barren or poorly vegetated soils, erosion from the toes of slides along stream channels, and sediments from roads. Goals RM-2 and RM-3 of the County’s General Plan seek to protect and enhance water resources and quality. At the same time, Policies RM-19:RM-23 speak to the County’s Water Quality policies, some of which overlap with the City of Ukiah especially as it concerns the integration of storm water best management practices. Nevertheless, the proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to hydrology and water quality.

Mitigation

None required.

11. Land Use and Planning

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Discussion

a): See Summary of Potential Environmental Effects (No. 11 on page 7). The proposed ALUCP is regulatory in nature; it does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in physically dividing an established community.

State law (Government Code Section 65302.3) requires each local agency having jurisdiction over land uses within an ALUC's planning area, also referred to as the Airport Influence Area, to modify its general plan and any affected specific plans to be consistent with the ALUCP. The law says that the local agency must take this action within 180 days of ALUCP adoption or amendment. The only other course of action available to local agencies is to overrule the ALUC by, among other things, a two-thirds vote of its governing body after making findings that the agency's plans are consistent with the intent of state airport land use planning statutes (PUC Section 21676(b)). A general plan does not need to be identical with an ALUCP in order to be consistent with it. To meet the consistency test, a general plan must do two things:

1. It must specifically address compatibility planning issues, either directly or through reference to a zoning ordinance or other policy document; and
2. It must avoid direct conflicts with compatibility planning criteria.

With regard to the proposed UKIALUCP, the County of Mendocino and the City of Ukiah are the only two general purpose government entities having land use jurisdiction in the proposed Ukiah Municipal Airport Influence Area. As such, once the proposed UKIALUCP is adopted by the ALUC, these agencies will be required to amend their general plans and/or implementing ordinances to be consistent with the proposed UKIALUCP or to take action to overrule the ALUC.

The general plan consistency review detailed below focuses on two types of inconsistencies:

1. Adopted general plan policies pertaining to airport land use compatibility planning that either directly conflict or need to be amended to reflect changes in the proposed UKIALUCP policies and maps; and
2. Land use designations provided in the adopted general plan land use map or zoning map that may conflict with the proposed UKIALUCP criteria.

General Plan Policies

The Mendocino County General Plan includes policies addressing airport land use compatibility. The policies direct the County to consider and be consistent with the 1996 MCACLUP when making General Plan and Zoning decisions. The County also implements an Airport Compatibility Overlay Zone that identifies land within unincorporated Mendocino County where additional requirements apply to ensure compatibility of land uses and development with nearby airport operations. The Airport Compatibility Overlay Zone coincides with the Airport Influence Area designated by the Mendocino County ALUC in its 1996 MCACLUP.

The Ukiah General Plan includes policies and actions pertaining to airport land use compatibility. The policies in the Land Use element call for establishing airport overlay zoning districts that closely mirror the safety, noise, and compatibility standards in the 1996 MCACLUP as a means of reducing land use conflicts near the airport. The City's zoning code establishes two airport-overlay zoning districts. The Airport Environs (AE) overlay district regulates land uses that may affect navigable airspace consistent with 14CFR Part 77. The Airport Operations (AO) overlay zone regulates land uses in the vicinity of the airport consistent with the 1996 MCACLUP.

Table A below summarizes the existing land use compatibility measures established by the County of Mendocino and City of Ukiah.

Established Compatibility Measures

- *Mendocino County General Plan (Adopted August 2009)*
 - Policy DE-165: Improve airport facilities and encourage economic development and uses that support airport viability.
 - Policy DE-166: Land use decisions and development should be carried out in a manner that will reduce aviation-related hazards (including hazards to aircraft, and hazards posed by aircraft). This could be accomplished through a variety of measures, including the following: maintaining compatible zoning, land uses, densities, and intensities within airport influence zones; protecting the viability of existing airport operations and expansion potential.
 - Policy DE-167: Development in air traffic patterns, corridors, and airport influence zones shall be consistent with the Mendocino County Airport Comprehensive Land Use Plan and California Division of Aeronautics and Federal Aviation Administration regulations.
 - Action Item DE-167.1: Update the Airport Comprehensive Land Use Plan when changes in the aviation sector or airport use warrant a revision of land use restrictions.
- *Ukiah Valley Area Plan, Section 3, Land Use and Community Development (Adopted by Mendocino County August 2, 2011)*
 - Goal LU2: Promote compatible land uses adjacent to important transportation facilities and protect against incompatible ones.
 - Policy LU 2.1: Define acceptable standards for development in the vicinity of the airport.
 - Policy LU 2.1a: Clear Zone: Prohibit development in the clear zone as defined in the Ukiah Municipal Airport Master Plan.
 - Policy LU 2.1b: Compatibility Guidelines: Only allow development within each airport zone that conforms to the height, use, and intensity specified in the land use compatibility table of the ACLUP. As airports evolve and fuel prices change, collaborate with the City of Ukiah, the County Airport Land Use Commission, and Caltrans Aeronautics to reassess compatibility issues.

- *City of Ukiah General Plan (Adopted December 6, 1995)*
 - Goal AE-1: Promote the airport for the community's benefit both now and in the future
 - Policy AE-1.1: Recognize that the airport's vitality and growth help achieve the General Plan Vision.
 - Goal AE-2: Provide for long-term viability of the airport.
 - Policy AE-2.1: Define the long-term growth boundaries for the airport.
 - Goal AE-3: Establish uniform ordinances and regulations for land use in the airport's core and peripheral overlay zones.
 - Policy AE-3.1: Work with the County to develop a similar or duplicate implementing code for development in and around the airport.
 - Policy AE-3.2: Promote acceptable land uses for both city and county zones in the core and peripheral zone areas.
 - Goal AE-4: Promote a "good neighbor policy" by the airport and its users.
 - Policy AE-4.1: Develop a Noise Control program.
 - Policy AE-4.2: Identify common noise levels in and around the airport to identify "airport-specific" noise.
- *Ukiah Valley Area Plan, Section 5, Circulation and Transportation (Adopted by Mendocino County August 2, 2011)*
 - Goal CT1: Provide for efficient and safe circulation networks throughout the Ukiah Valley.
 - Policy CT1.1: Promote the development of an integrated transportation corridor through the Valley
 - Policy CT1.1a Identification of Integrated Transportation Corridor: work with local and regional agencies to define and develop an integrated transportation corridor. The integrated transportation corridor shall encompass U.S. Highway 101; major thoroughfares; and rail, air, and public transportation to proactively manage travel demand by identifying underutilized capacity in the corridor and shift travel demand accordingly.

Source: Data Compiled by Mead & Hunt (March 2020)

Table A

General Plan Policies
County of Mendocino and City of Ukiah

General Plan Policy - Findings

Compared to the Ukiah Municipal Airport section of the current MCACLUP, the proposed UKIALUCP includes changes to the shape and size of the Compatibility Zones as well as the compatibility criteria applicable within each Compatibility Zone consistent with statewide compatibility guidance. In accordance with Government Code Section 65302.3, these changes will require both the County and City to amend their respective land use planning documents (i.e., General Plans and Overlay Zoning Districts) to be consistent with the proposed UKIALUCP or take steps to overrule the ALUC. This step will be necessary as confirmation that the County and City intend to adhere to the proposed UKIALUCP compatibility criteria rather than those in the current MCACLUP. To attain consistency with the proposed UKIALUCP, the general plans need only reference the proposed UKIALUCP by name and date. Additionally, the County and City airport-related overlay zoning districts and zone boundaries will need to be amended to specifically reflect the Airport Influence Area, Compatibility Zones, and criteria of the proposed UKIALUCP once adopted by the Mendocino County ALUC.

Land Use Designations

To achieve general plan consistency with the proposed UKIALUCP, there should be no direct conflicts between planned land uses in the local jurisdictions' general plan maps and the proposed UKIALUCP criteria. Existing land uses that may conflict can remain, as can general plan land use designations that reflect them, as the Mendocino County ALUC has no authority over existing land uses. The proposed UKIALUCP compatibility zones and criteria are the primary policy instruments used in determining if the general plan's land use designations are consistent with the proposed UKIALUCP.

Land Use Designations – Evaluation

As described above, the proposed UKIALUCP includes extending the Airport Influence Area to the north by 465-feet to reflect the future runway extension shown in the FAA-adopted Ukiah Municipal Airport Layout Plan. Additionally, the proposed UKIALUCP proposes changes to the shape and size of the UKI Compatibility Zones from those in the current MCACLUP based on current statewide compatibility guidance. **Exhibit 3** compares the Compatibility Zones from the 1996 MCACLUP with those of the proposed UKIALUCP. The areas where the proposed UKIALUCP would impose greater restrictions on future land uses compared to the current MCACLUP are identified in red.

Exhibit 5 tabulates the degree to which the proposed UKIALUCP density (dwelling units per acre) and intensity (people per acre) criteria are more stringent than those of the current MCACLUP. For example, within the current MCACLUP Zone B2, the density limit is 0.5 dwelling units per acre (2-acre lots) with infill development allowed in the City of Ukiah of up to 28 dwelling units per acre. The proposed UKIALUCP limits residential densities in the corresponding zone to a maximum of 0.1 dwelling units (10-acre lots) and does not include a provision for infill development. As such, within the unincorporated portions of the County, future residential densities would be reduced from 0.5 dwelling units per acre (2-acre lots) down to 0.1 dwelling units per acre (10-acre lots) to maintain consistency with the proposed UKIALUCP. Within the incorporated portions of the City of Ukiah, residential densities would be reduced from 28 dwelling units per acre to 0.1 dwelling units per acre (10-acre lots).

Exhibit 5 also identifies where the proposed UKIALUCP restrictions are less stringent than those of the current MCACLUP. For example, within Zones 3 and 4, the proposed UKIALUCP provides an Urban Overlay Zone allowing residential densities of up to 15 dwelling units per acre in Zone 3 and 35 dwelling units per acre in Zone 4.

The following consistency evaluations were conducted to identify potential conflicts between the proposed UKIALUCP and local general plan land use designations:

1. **Nonresidential Uses** – A qualitative assessment is conducted to determine the degree to which the proposed UKIALUCP would restrict future nonresidential land use development within the proposed Airport Influence Area. The assessment focuses on where the proposed UKIALUCP intensity criteria (people per acre) are either more stringent or less stringent than the intensity criteria of the current MCACLUP.
2. **Residential Uses** – The assessment compares the density (dwelling units per acre) criteria of the proposed UKIALUCP with the density limits provided under the County's and City's zoning classifications.

Nonresidential Land Use Evaluation

Exhibit 5 identifies the zones wherein the intensity criteria of the proposed UKIALUCP are more restrictive than the current MCACLUP criteria (e.g., portions of Zones 1, 2, 3, and 6). In these areas, future nonresidential development may be prohibited or restricted to ensure that the proposed land use complies with the intensity criteria of the proposed UKIALUCP. **Exhibit 5** also indicates where the proposed UKIALUCP intensity criteria are less stringent than the current MCACLUP (e.g., portions of Zones 2, 3, 4, 5, and 6).

Under the current MCACLUP, for example, the intensity limit within portions of Zone A* located off-airport allows an average of 10.0 people per acre. Under the proposed UKIALUCP, where Zone A* falls within Zone 1, all nonresidential development would be prohibited, and only structures and facilities required for aeronautical purposes would be allowed. Most of Zone 1 falls within the airport property boundary; therefore, no conflict would result. However, two City zoning classifications fall within the outer portions of Zone 1 that are not owned by the Airport: Manufacturing and Community Commercial. These affected properties would be precluded from erecting nonaeronautical structures or permitting outdoor activities allowing assemblages of people. Although displacement of nonresidential development could occur in Zone 1, as well as in portions of Zones 2, 3, and 6, these uses could be accommodated elsewhere within the proposed Airport Influence Area provided that these uses can satisfy the relaxed intensity criteria provided in the proposed UKIALUCP. For this reason, the potential displacement of nonresidential uses is deemed to be less than significant.

Although relaxation of the proposed UKIALUCP intensity criteria within certain compatibility zones would result in less conflicts between local general plans and the proposed UKIALUCP, this circumstance also has the potential to induce growth within those portions of the proposed Airport Influence Area as it would relax the intensity criteria of the County's and City's airport-related overlay zoning districts. Nevertheless, this growth-inducing potential under the proposed UKIALUCP would not increase levels of development above those projected within the County's and City's respective general plans. As a result, this circumstance is deemed to be less than significant.

Exhibits 7A through 7D identify the seven parcels that fall within the newly proposed Zone 1* of the revised UKIALUCP (Final Draft April 2021): 5 parcels in the City of Ukiah (North) and 2 parcels in unincorporated Mendocino County (South). Five parcels are developed and two are vacant. Under the draft UKIALUCP (Public Draft July 2020), portions of these parcels could be developed under Zone 2 criteria. Under the revised UKIALUCP (Final Draft January 2021), some or all the Zone 2 development potential is removed as these areas would become part of the more restrictive Compatibility Zone 1*. Although these parcels have reduced development potential under the Final Draft 2021 UKIALUCP compared to the Public Draft 2020 UKIALUCP, the redevelopment potential within the remaining areas that will now be in Compatibility Zone 2 is still greater than that provided under Zone A* of the currently in effect 1996 MACLUP. Lastly, since land use restrictions are identical between 1996 MACLUP Zone A* and Final Draft 2021 UKIALUCP Zone 1*, no theoretical displacement would occur. Therefore, the impact to parcels underlying Zone 1* is deemed to be less than significant.

Residential Land Use Conflicts

To identify potential conflicts with the proposed UKIALUCP, the proposed Compatibility Zones were overlaid onto the general plan land use maps for the County of Mendocino (**Exhibit 6**) and the City of Ukiah (**Exhibit 4**). The compatibility zones that could potentially prohibit or restrict future residential densities (dwelling units per acre) were compared to the allowable densities provided in the local agencies' zoning classifications. A conflict would arise if the general plan residential densities exceed the proposed UKIALUCP density criteria. Resolving these land use conflicts can necessitate changes to future land use development patterns by shifting or "displacing" the location of that development to less restrictive areas of the proposed Airport Influence Area or to other parts of the community where there are no proposed UKIALUCP restrictions. Displacement involves changes to the patterns of land use development that has not yet occurred. The proposed UKIALUCP has no effect on existing land uses; therefore, no displacement of existing development would occur as a result of adoption of the proposed UKIALUCP.

Exhibit 4 identifies the compatibility zones wherein the proposed UKIALUCP establishes more stringent density restrictions on residential uses compared to the current MACLUP (e.g., portions of Zones 2, 3, and 4). **Exhibits 8a** and **8b** in Section 14, *Population and Housing*, identify the zoning classifications permitting residential uses. The analysis compares the residential densities (dwelling units per acre) permitted under local zoning classifications with the density limits established in the proposed UKIALUCP. Where the densities of the zoning classification exceeds the proposed UKIALUCP density criteria (i.e., allow more future residential units than would be permitted under the proposed UKIALUCP), the number of housing units that could not be accommodated within portions of the proposed Airport Influence Area (i.e., displaced) is quantified. A positive number represents the theoretic displacement of housing units and a conflict between local land use plans and the proposed UKIALUCP. A negative number indicates that the proposed UKIALUCP applies less stringent restrictions on residential densities than County and City zoning and indicates no conflicts between these plans.

As indicated in **Exhibits 8a** and **8b**, certain zoning classifications conflict with several of the proposed UKIALUCP density criteria resulting in a potential displacement of future housing units. However, as indicated in Section 14, *Population and Housing*, the theoretic displacement of future housing is anticipated to be less than significant as areas inside and outside of the proposed Airport Influence Area are anticipated to be able to accommodate the

theoretic displacement. As such, this theoretic displacement potential would not affect the County's or City's ability to fulfill its obligations associated with the Regional Housing Needs Allocation numbers established by the California Department of Housing and Community Development.

For the areas where the proposed UKIALUCP would relax the density criteria, there could be the potential for the proposed UKIALUCP to induce growth within certain portions of the proposed Airport Influence Area as it would relax the density criteria of the County's and City's airport-related overlay zoning district. However, this growth-inducing potential under the proposed UKIALUCP would not increase levels of development above those projected within the general plans adopted by the affected local agencies. Additionally, the airport-related overlay zoning districts, once amended to be consistent with the proposed UKIALUCP, are anticipated to remove all potential conflicts between the primary zoning district (or general plan land use designation) and the proposed UKIALUCP. Therefore, no changes to the general plan land use maps are required.

Mitigation

None Required.

12. Mineral Resources

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☐	☒
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?	☐	☐	☐	☒

Discussion

a - b): See Summary of Potential Environmental Effects (No. 11 on page 7). The Mendocino County General Plan and City of Ukiah General Plan designates lands rich in mineral resources that are of regional and statewide significance. No “Mineral Resource Zones” are located within the proposed Airport Influence Area. Additionally, the proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to mineral resources.

Mitigation

None required.

13. Noise

Would the proposed project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
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 expose people residing or working in the area to excessive noise levels?	☐	☐	☐	☒
f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion

a – e): See Summary of Potential Environmental Effects (No. 11 on page 7). The proposed Airport Influence Area has the potential to contain a wide variety of noise sensitive receptors, both known and unknown. However, the proposed UKIALUCP is regulatory in nature; it does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in exposing persons to noise or generating noise.

Pursuant to the State Aeronautics Act, the purpose of the ALUCP is to minimize the public's exposure to aircraft noise within the Airport vicinity. Therefore, adoption and implementation of the proposed UKIALUCP would not generate new sources of aviation-related noise or expose people residing and working in the vicinity of the Airport to excessive noise.

Airport-related noise and its impacts on land uses were considered in the development of the proposed UKIALUCP. The 1996 Airport Master Plan's forecast projected some 57,000 annual operations. The forecast of 30,916 annual

operations, developed for the purposes of the proposed UKIALUCP, is based on the current annual operations of 15,458 according to the FAA 5010 Airport Master Record. Of the 15,458 annual operations, approximately 887 are CalFire operations. Currently, there are an average of 42 operations daily. The forecast noise contours are described in terms of the Community Noise Equivalent Level (CNEL), the metric adopted by the State of California for land use planning purposes. In accordance with PUC Section 21675(a), the Airport forecast noise contours cover the requisite 20-year planning timeframe and represent 30,916 future annual aircraft operations. The ALUCP does not regulate the operation of aircraft or the noise produced by that activity. State law (PUC Section 21674(e)) explicitly denies the ALUC authority over such matters.

The Airport noise contours are one of four compatibility factors used to establish the compatibility zones for the proposed UKIALUCP. The ALUCP establishes criteria that reduce the potential exposure of people to excessive aircraft-related noise by limiting residential densities (dwelling units per acre), establishing interior noise level limits, and restricting other noise-sensitive land uses in locations exposed to noise levels in excess of 60 dB CNEL. Thus, adoption of the proposed UKIALUCP would not expose people residing or working in the area to excessive noise levels.

Mitigation

None required.

14. Population and Housing

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial 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)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion

a) As noted in Section 11, *Land Use and Planning*, the proposed UKIALUCP includes less stringent intensity and density criteria in one or more compatibility zones. Although relaxing the proposed UKIALUCP criteria could potentially induce population growth within certain portions of the Airport Influence Area, the proposed UKIALUCP would not increase levels of development above those projected within the general plans adopted by the affected local agencies. The environmental effects of development proposed in the adopted general plans have already been adequately analyzed in previously certified environmental documentation and policies and/or mitigation measures have been adopted that would reduce those environmental effects. Additionally, any future development proposals or general plan/zoning amendments would be subject to CEQA, ensuring that potential impacts are studied, disclosed, and mitigated as appropriate.

Potential Displacement of Future Housing

Jurisdictions are mandated by state law to accommodate their share of the regional housing needs (Government Code Section 65580). State law also requires jurisdictions to amend their respective general plans to be consistent with the ALUCP or to take special steps to overrule the ALUC (Public Utilities Code Section 21676(a)). Modifying a general plan for consistency with the ALUCP has the potential to restrict a jurisdiction's ability to satisfy its share of the regional housing needs, as an ALUCP may preclude or limit the future development of housing units within portions of the Airport Influence Area.

Impact Analysis

To address potential impacts to the County's and City's future housing resources, an analysis was conducted to determine the amount of developable residential acreage and the number of future dwelling units that could be potentially precluded from portions of the Airport Influence Area. The analysis compares the residential densities (dwelling units per acre) permitted under local general plans with the density limits established in the proposed

UKIALUCP. Where the general plan densities exceed the proposed UKIALUCP density criteria (i.e., allow more future residential units than would be permitted under the proposed UKIALUCP), the number of housing units that could not be accommodated within portions of the Airport Influence Area (i.e., displaced) is quantified.

As noted in Section 11, *Land Use and Planning* (see page 26), several planned residential land use designations associated with the County's and City's respective general plans are potentially impacted by the proposed UKIALUCP. The purpose of this analysis is to determine whether the proposed UKIALUCP could impact the ability of the County of Mendocino or City of Ukiah in meeting its respective share of the Regional Housing Need Allocation (RHNA) as established by the California Department of Housing and Community Development (HCD).

The displacement analysis is summarized in **Exhibits 8a and 8b**. The analysis is done on a community-wide (zone-by-zone) basis and does not reflect where an individual parcel may lose its development potential or where another parcel may gain a density increase (parcel-by-parcel assessment).

The displacement analysis considers three project alternatives:

- **Proposed Project** – Adoption of the proposed UKIALUCP, which includes the Urban Overlay in Zones 3 and 4 (north) in the City of Ukiah and Zone 3 (southwest) in unincorporated Mendocino County.
- **Project Alternative** – Adoption of the proposed UKIALUCP without the Urban Overlay Zone.
- **No Project Alternative** – No adoption of the proposed UKIALUCP and continuance of the current MCACLUP.

The analysis begins with identifying zoning designations allowing residential uses within the proposed UKIALUCP Compatibility Zones. Based on the number of acres of each land use type found within the proposed Compatibility Zone, the allowable density is calculated to determine the total number of dwelling units allowed under the following plans:

- County's and City's zoning classifications,
- Proposed Project (UKIALUCP with Urban Overlay),
- Project Alternative (no Urban Overlay), and
- No Project Alternative (continuation of current MCACLUP).

The potential displacement is calculated by comparing the allowable density under the three project scenarios with the allowable density provided by the County and City zoning classifications. In **Exhibits 8a and 8b**, a positive number represents the theoretic displacement of housing units; a negative number indicates that the proposed UKIALUCP applies less stringent restrictions on residential densities than County and City zoning. If the proposed Project results in a theoretic displacement, the number is compared with the No Project Alternative to determine if the proposed UKIALUCP is more stringent than the current MCACLUP that currently guides land use development decision within the airport environs. The results documented in **Exhibits 8a and 8b** indicate the following:

- In most instances, the proposed Project does not result in residential displacement.
- The proposed Project is the least restrictive on residential development compared to the Project Alternative (no Urban Overlay Zone) and No Project Alternative (current MCACLUP).
- Potential displacement is concentrated in:

- Zone 2 (south) in unincorporated Mendocino County and accounts for a theoretic displacement of 41 units; and
- Zones 2 and 3 (north) in the City of Ukiah accounts for a theoretic displacement of 170 units.

The County's and City's ability to meet its respective RHNA is described below.

County of Mendocino

The County of Mendocino's current Housing Element (2019-2027) was adopted August 2018. The adopted Housing Element indicates that the County's Regional Housing Need Allocation (RHNA) is 1,845 units by 2027. The adopted Housing Element indicates that the current number of Occupied Household Units is 34,870 and the Projected Household Units is 36,715 by 2027 (an increase of 1,845 units). As stated in the adopted Housing Element, there is a significant amount of vacant land given the rural nature of Mendocino County. However, substantial proportions of vacant or underutilized lands surrounding the City of Ukiah, which are deemed most conducive for higher density residential development, are located either in a flood zone, airport zone, or situated near a fault zone.

Based on the displacement calculations summarized in **Exhibit 8a**, the theoretic displacement of up to 41 units represents a less than significant amount for the following reasons:

- Under the County's General Plan, a total of 1,229 units (existing and future) can be accommodated within the unincorporated portions of the proposed Airport Influence Area. Although residential development exists, undeveloped areas remain available for future residential housing and could accommodate the theoretic displacement of 41 units.
- Under the proposed UKIALUCP, a total of 4,667 total units (existing and future) could be allowed within certain areas of the proposed Airport Influence Area. If prudent, there could be opportunities for the County to change local zoning to allow increased residential development in certain areas of the proposed Airport Influence Area to accommodate additional residential development.

For these reasons, unincorporated areas of the County, both inside and outside of the proposed Airport Influence Area, are anticipated to be able to accommodate the theoretic displacement of up to 41 units. As such, this theoretic displacement potential would not affect the County's ability to fulfill its obligations associated with the RHNA.

City of Ukiah

The City of Ukiah's current Housing Element (2019-2027) was adopted October 2019 and certified by HCD in December 2019. The adopted Housing Element indicates that the City's RHNA is 239 units within the 2019-2027 planning cycle. The adopted Housing Element indicates current Household Units is 6,572 (2018) and also indicates the Projected Household Units is 6,811, reflecting an increase of 239 units. The adopted Housing Element also indicates that the City has 161 vacant units suitable for low-income and very low-income groups and 165 vacant units suitable for moderate and above moderate-income groups (326 total units). The theoretic displacement of up to 170 units can be accommodated by the City's available vacant housing stock.

Also, as indicated in **Exhibit 8b**, the General Plan allows a total of 16,442 units (existing and future) within the incorporated areas of the proposed Airport Influence Area. The current housing stock represents only 40 percent of

this total residential development potential (6,572 units / 16,442 units). Additionally, under the proposed UKIALUCP, a total of 14,415 units (existing and future) could be allowed within certain areas of the proposed Airport Influence Area and could accommodate the theoretic displacement of 170 units.

Therefore, the theoretic displacement of 170 units, which represents about 1 percent of the total residential development potential in the City (170 units / 16,442 units), is deemed to be less than significant because it would not affect the City's ability to fulfill its obligations associated with the RHNA and because the displaced housing units could be accommodated in other incorporated areas inside or outside the proposed Airport Influence Area.

Mitigation

None required.

15. Public Services

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, 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 following public services:				
i) Fire protection?	☐	☐	☒	☐
ii) Police protection?	☐	☐	☒	☐
iii) Schools?	☐	☐	☒	☐
iv) Parks?	☐	☐	☒	☐
v) Other public facilities?	☐	☐	☒	☐

Discussion

a.i – a.iv): See Summary of Potential Environmental Effects (No. 11 on page 7). The proposed Airport Influence Area contains and has the potential to contain a wide variety of public services in the future. The proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to listed government facilities or services.

a.v): Adoption and implementation of the proposed UKIALUCP would create a temporary increase in the staff workloads as a result of the state requirement to modify the local general plan to be consistent with the proposed UKIALUCP. As described in Section 10 of this Initial Study, minor changes and/or additions would be needed to bring the local general plans and Airport-related overlay zoning ordinances into consistency with the proposed UKIALUCP. Over the long-term, procedural policies included in the proposed UKIALUCP will simplify and clarify the ALUC project review process, thereby reducing the workload for ALUC staff and planning staffs of the County of Mendocino and the City of Ukiah.

Mitigation

None required.

16. Recreation

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	☐	☐	☐	☒
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion

a - b): See Summary of Potential Environmental Effects (No. 11 on page 7). A wide range of recreational facilities are found in Mendocino County. Therefore, the proposed Airport Influence Area has the potential to contain a wide variety of recreational resources, both known and unknown. The proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to recreation.

Mitigation

None required.

17. Transportation and Traffic

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☐	☒
b) Conflict or be inconsistent with CEQA Guidelines 15064.3, subdivision (b)?	☐	☐	☐	☒
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

Discussion

a – d): See Summary of Potential Environmental Effects (No. 11 on page 7). The Mendocino County General Plan and City of Ukiah General Plan identify a wide range of existing and planned transportation modes, including roads, transit, non-motorized transportation, rail, and aviation.. On September 27, 2013, Governor Jerry Brown signed Senate Bill (SB) 743 into law and started a process intended to fundamentally change transportation impact analysis as part of CEQA compliance. These changes included elimination of auto delay, level of service (LOS), and other similar measures of vehicular capacity or traffic congestion as a basis for determining significant impacts. Amendments and additions to the CEQA Guidelines eliminated auto delay for CEQA purposes and identified vehicle miles traveled (VMT) as the preferred CEQA transportation metric. SB 743 became effective on July 1, 2020. Prior to that date, the SB 743 Vehicle Miles Traveled (VMT) Regional Baseline Study was accepted by the Mendocino Council of Governments at their regular meeting on June 1, 2020. This study recommends VMT methods and thresholds for lead agencies in Mendocino County, as well as transportation demand management (TDM) strategies for reducing VMT on projects. It should be noted that adoption and implementation of the proposed UKIALUCP will not result in any substantial change to VMT within the Airport Influence Areas, as the project is a regulatory tool to ensure development is compatible with existing and proposed airport uses. Therefore, the proposed Airport Influence Area contains and has the potential to contain a wide variety of transportation systems in the future. However, the proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to on-ground transportation and traffic

c): Neither the ALUC nor the policies set forth in the proposed UKIALUCP have authority over Airport operations (PUC Section 21674(e)). However, in accordance with state law (PUC Section 21676), certain off-Airport development proposals that could have Airport compatibility implications are subject to ALUC review. Nonetheless, adoption and implementation of the proposed UKIALUCP will not result in any change to air traffic patterns at Ukiah Municipal Airport.

Mitigation

None required.

18. Tribal Cultural Resources

Would the project 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 geographically 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 this is:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k) or	☐	☐	☐	☒
b) 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 apply the criteria set forth in subdivision (c) of the Public Resources Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Discussion

a – b): See Summary of Potential Environmental Effects (No. 11 on page 7). A Tribal Cultural Resource is a site feature, place, cultural landscape, sacred place, or object that is of cultural value to a Tribe. The Mendocino County General Plan and City of Ukiah General Plan indicate that no tribal lands exist within vicinity of the Ukiah Municipal Airport. However, the proposed Airport Influence Area has the potential to contain a wide variety of tribal cultural resources, both known and unknown. Nevertheless, the proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to tribal cultural resources.

Mitigation

None required.

19. Utilities and Service Systems

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider, which 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?	☐	☐	☐	☒
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?	☐	☐	☐	☒
e) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion

a – g): See Summary of Potential Environmental Effects (No. 11 on page 7). The proposed Airport Influence Area contains and has the potential to contain a wide variety of utilities and service systems in the future. The proposed UKIALUCP is regulatory in nature. It does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in any impacts to utilities and service systems.

Mitigation

None required.

20. Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones.

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) 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?	☐	☐	☐	☒
c) 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?	☐	☐	☐	☒
d) 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?	☐	☐	☐	☒

Discussion

a - d): See Summary of Potential Environmental Effects (No. 11 on page 7). Within the proposed AIA, the fire hazard severity zones include moderate, high, and very high severities. The proposed UKIALUCP is regulatory in nature; it does not propose any new development, construction, or physical change to the environment that would directly or indirectly impair an adopted emergency response or evacuation plan, exacerbate wildfire risks, or expose people or structures to significant risks.

Mitigation

None required.

21. Mandatory Findings of Significance

Would the proposed project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Have impacts that would be individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☐	☒
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

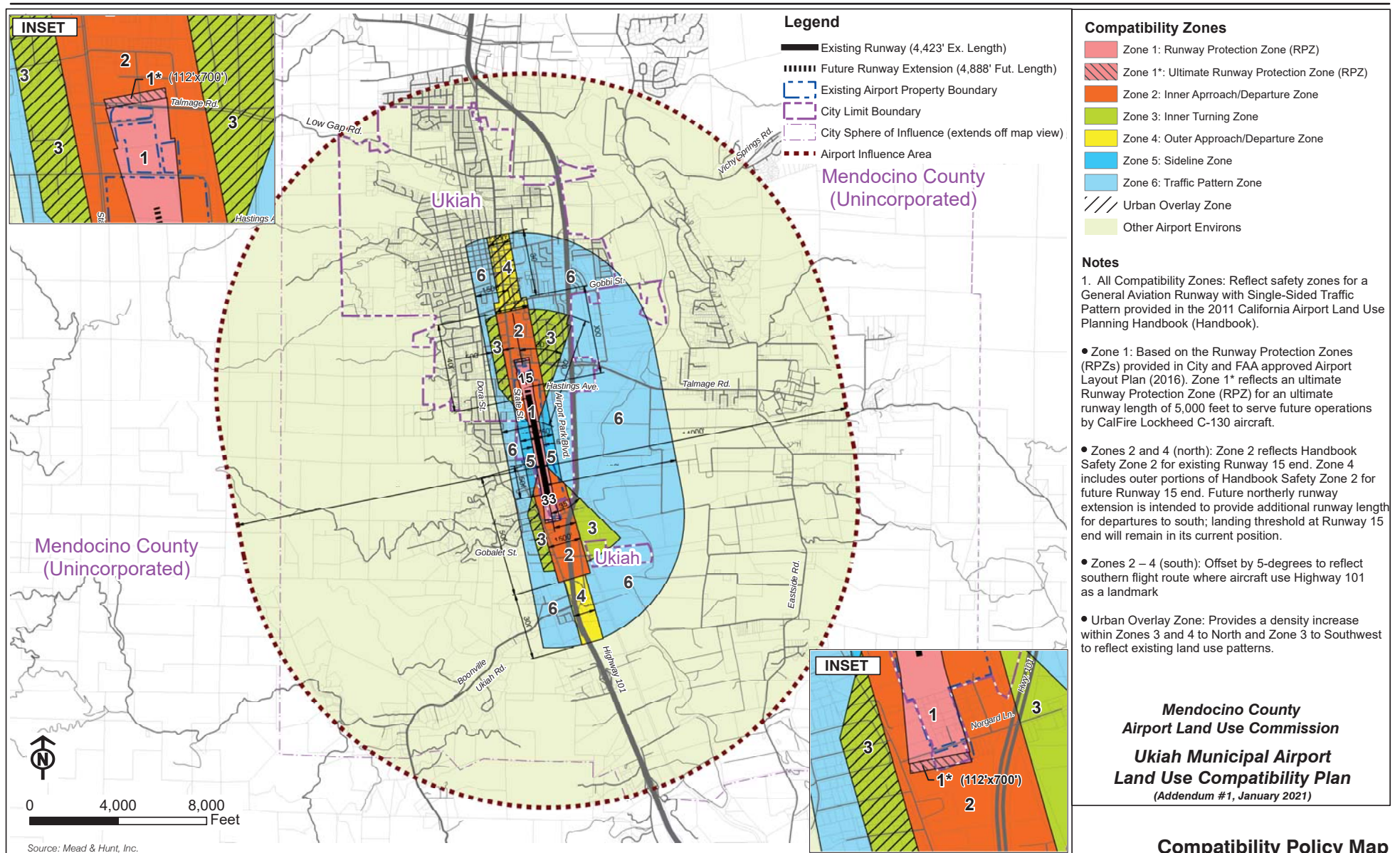
Discussion

a - c): See Summary of Potential Environmental Effects (No. 11 on page 7). The proposed Airport Influence Area has the potential to contain a wide variety of environmental resources, both known and unknown. The proposed UKIALUCP is regulatory in nature; it does not propose any new development, construction, or physical change to the environment that would directly or indirectly result in a substantial adverse effect on the environment or human beings or substantially degrade the environment.

As indicated in the analysis provided for Environmental Category 14, *Population and Housing*, adoption of the proposed UKIALUCP has the potential to displace future residential and nonresidential development to other areas within the community. Although the proposed UKIALUCP has the potential to induce growth within portions of the Airport Influence Area, the increased levels of development would not exceed those projected within the general plans adopted by the affected local agencies. As discussed under Environmental Category 15, *Public Services*, some staff effort would be required to revise the local jurisdictions' general plans and/or implementing ordinances. However, this effort would be temporary and result in a simplified review process following the proposed UKIALUCP adoption. Therefore, adoption and implementation of the proposed UKIALUCP has no potential to create cumulatively significant environmental impacts.

Mitigation

None required.



ORDINANCE NO.

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
ADDING SECTION 9004 TO DIVISION 9, CHAPTER 2, ARTICLE 1 OF
THE CITY CODE TO REQUIRE COMPLIANCE WITH THE UKIAH
MUNICIPAL AIRPORT LAND USE COMPATIBILITY PLAN.**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE. FINDINGS

1. The Mendocino County Airport Land Use Commission (ALUC) adopted the Ukiah Municipal Airport Land Use Compatibility Plan (ALUCP) on May 20, 2021.
2. The ALUCP sets compatibility criteria applicable to local agencies, including the City of Ukiah, in their preparation or amendment of land use plans and ordinances and to landowners in their design of new development.
3. As such, all zoning and districting plans applicable in the City must be in substantial conformance with the ALUCP.
4. The City of Ukiah (Responsible Agency), is relying on the Initial Study and Negative Declaration adopted by the Lead Agency, ALUC.

SECTION TWO.

A new Section 9004 in Division 9, Chapter 2, Article 1 of the Ukiah City Code is hereby added and shall read as follows:

**§9004 ZONING IN CONFORMANCE WITH UKIAH MUNICIPAL AIRPORT LAND USE
COMPATIBILITY PLAN**

The zoning and districting plans effectuated by this Chapter are in substantial conformance with the Ukiah Municipal Airport Land Use Compatibility Plan heretofore adopted by the Mendocino County Airport Land Use Commission.

SECTION THREE.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
3. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2021, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Adopted on _____, 2021, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Juan V. Orozco, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Amendment No. 3 to the Professional Services Agreement with Community Development Services in an Amount Not to Exceed \$25,434 for Professional Consulting Services Related to CDBG Business Assistance Program Loan Underwriting.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. C#1718155 - Community Development Services
2. Amendment No. 1- C#1718155
3. Amendment No. 2- C#1718155
4. Draft Amendment No. 3- C#1718155

Summary: Council will consider approval of an amendment, Amendment No. 3, to the professional services agreement with Community Development Services in an amount not to exceed \$25,434 for performing loan underwriting and consulting services related to the City's 2021 State Community Development Block Grant (CDBG) Business Assistance program. Activities are 100% grant funded, and there is no net cost to the City.

Background: City Council approved the professional services agreement between the City and Community Development Services (CDS), COU No. 1718-155 (Attachment 1), on February 7, 2017, in the amount of up to \$20,000 for State Community Development Block Grant (CDBG) Business Assistance program loan underwriting services. Council approved Amendment No. 1 (Attachment 2) on May 15, 2019 to add \$10,000 to the agreement and extend the agreement to November 22, 2019, aligning with the expenditure deadline for the City's former CDBG Business Assistance program grant, No. 16-CDBG-11147.

In 2018 and 2019 and with the underwriting and consulting assistance from CDS, Staff completed loans assisting three small businesses. All loans were funded by CDBG funds within standard agreement No. 16-CDBG-11147 and CDBG Program Income (PI). Loans provided to these three Ukiah businesses created and/or retained approximately 30 full and part time jobs. By November 22, 2019, the City had expended all Business Assistance Program grant funds within 16-CDBG-11147. Also by the end of 2019, the City had completely expended its balance of CDBG PI.

On April 15, 2020, Council approved Amendment No. 2 (Attachment 3) to the agreement between the City and CDS to add \$15,000, bringing the total contract amount to \$45,000. This second amendment was executed in anticipation of the City applying for CDBG grant funding in response to the 2019-2020 CDBG Notice of Funding Availability (NOFA), including for new Business Assistance program grant funds. The amendment also extended the time period of the contract an additional year to November 22, 2021.

On August 5, 2020, Council adopted Resolution No. 2020-43, approving submittal of an application for funding in response to the 2019-2020 State CDBG Notice of Funding Availability (NOFA). The resolution included authorization of an application for a \$640,000 City of Ukiah CDBG Business Assistance program, consisting of

\$500,000 in grant funds and \$140,000 in PI. The City was notified of an award of funding in the total amount of the application, \$640,000, on October 23, 2020, and on June 22, 2021 received the final executed standard agreement, No. 20-CDBG-12041, from HCD. The term of the new grant agreement is 36 months.

Discussion: Of the \$45,000 approved by Council for this contract, CDS has invoiced the City a total of \$31,500 since contract execution. Within the City's 2021 CDBG Business Assistance program, the total dollar amount allocated for loan underwriting costs and related consulting services, a grant Activity Delivery expense, is estimated at \$38,934, consisting of \$30,934 within 20-CDBG-12041 and \$8,000 in CDBG PI.

Staff is requesting Council approve an increase to CDS's contract in an amount of \$25,434 for a total contract amount not to exceed \$70,434. This number was arrived at as follows: 1) \$45,000 - \$31,500 = \$13,500 remaining in CDS's contract; and 2) \$38,934 - \$13,500 = \$25,434. Staff would like to note to Council that all activities are 100% grant funded, so there is no net cost to the City.

Staff is also requesting approval of a time extension to CDS's contract. At nearly 11 months since the City's application submittal, it has taken HCD an unusually long amount of time to award and then release and execute the City's standard agreement No. 20-CDBG-12041 for the Business Assistance program. Consequently, performance milestones originally set in the 2020 application are being adjusted back approximately one year. This also affects performance milestones for the Business Assistance program, including expectations related to CDS's performance. Staff is recommending extension of the contract 18 months, from November 22, 2021 to May 22, 2023. This 18-month extension aligns with performance expectations expected by Staff and the consultant for full program expenditure.

Staff recommends Council approve Amendment No. 3 (Attachment 4) to COU No. 1718-155.

Recommended Action: Approve Amendment No. 3 to the Professional Services Agreement with Community Development Services in an amount not to exceed \$25,434 for professional consulting services related to CDBG Business Assistance Program loan underwriting.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 61123410.52100.18264: \$34,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 20-CDBG-12041; CDBG Program Income

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1718-155

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

COU #1718155

PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 22nd day of November, 2017 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Community Development Services, a Civilian Corp organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to underwriting services for its Business Assistance Loan Program, funded by Community Development Block Grant (CDBG) #16-CDBG-11147.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 As set forth in Attachment "A".

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within one year from receipt of the Notice to Proceed. The term of this agreement may be extended up to an additional four (4) years, for a total of five (5) years, upon written approval by the City of Ukiah. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$20,000 total or limited to 10% of the actual approved loan, whichever is less. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.
- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities identified in this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venture, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations,

products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant,

but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant include their officers, employees, agents, and subcontractors.

7.0 APPLICABLE STATE/FEDERAL GRANT PROVISIONS

7.1 Equal Opportunity.

1. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this Agreement, the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and all implementing regulations.

2. Rehabilitation Act of 1973 and the "504 Coordinator"

The Consultant agrees to comply with the City's implementation of the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, the local designation of a special person charged with local enforcement of this Act, as the "504 Coordinator".

3. The Training, Employment, and Contracting Opportunities Assurance of Compliance:

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development

set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- c. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Consultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Consultant and its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. State Nondiscrimination Clause:

- a. During the performance of this contract, City, and Consultant shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition (cancer), physical disability (including HIV and AIDS), marital status, age (over 40), sex, denial of family and medical leave, and denial of pregnancy leave. Consultant shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full. City, Consultant shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. City and Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

5. Americans with Disabilities Act (ADA) of 1990

By signing this agreement, the parties to this agreement assure the State that they will comply with the Americans with Disabilities Act (ADA) of 1990, (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

6. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The City and the Consultant hereby agree to place in every contract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, Construction Contract Specifications. The City furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

7.2 Monitoring and Audit. Consultant agrees to allow the Housing and Community Development Department, Bureau of State Audits, HUD, or other State or federal agencies or their representatives, upon reasonable notice, unrestricted access to all relevant records, documents, books, accounts, and all other materials for grant monitoring or auditing purposes, including the monitoring for conformity with any Grant Agreement. City will monitor for conformity with its State contract.

7.3 Copeland Act. Consultant shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR Part 3).

7.4 Copyright. Any documents furnished by City or produced by Contractor in the performance of this Contract belong to City which shall own any and all intellectual property and copyrights thereto. Any discovery or invention developed by City or Consultant in the performance of this Contract shall belong to City which shall have the exclusive right to seek patent protection therefor.

7.5 Access to Records. Consultant shall provide City, the U.S. Department of Housing and Urban Development ("HUD"), the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

7.6 Retention of Records. Consultant shall retain all records related to its performance under this Agreement and City's payments hereunder for five years after final payment has been made hereunder and all other pending matters are closed.

7.7. Environmental Compliance. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- 7.8. Energy Efficiency. Consultant shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. Law 94-163, 89 Stat. 871).
- 7.9. Anti-lobbying Requirements. The anti-lobbying certification attached hereto as Exhibit 1 is a material representation of fact upon which the City has relied in entering this agreement.

8.0 CONTRACT PROVISIONS

- 8.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 8.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 8.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 8.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 8.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 8.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 8.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 8.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings,

maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

8.9 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

9.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
City Manager's Office
300 Seminary Avenue
Ukiah, California 95482-5400

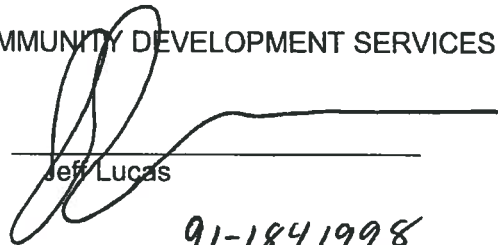
COMMUNITY DEVELOPMENT SERVICES
Attention: Jeff Lucas
3895 Main Street
Kelseyville, California 95452

10.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

COMMUNITY DEVELOPMENT SERVICES

BY:


Jeff Lucas

11-27-2017
Date

IRS IDN Number

91-1841998

CITY OF UKIAH

BY:


Sage Sangiacomo
CITY MANAGER

1/16/18
Date

ATTEST


Kristine Lawler
CITY CLERK

1/16/18
Date

**ATTACHMENT A
SCOPE OF WORK**

1. Work with City of Ukiah staff to confirm CDBG eligibility based on job creation/retention potential and other criteria; maintain documentation, and perform tracking of job creation and public benefit.
2. Provide loan proposal analysis and work closely with City of Ukiah staff to convey recommendations and summaries to the City Loan Review Committee.
3. Follow appropriate program underwriting criteria and analysis for each loan, using the current CDBG Economic Development Business Loan Review Checklist to ensure compliance with CDBG Federal Overlay requirements, National Objectives, Public Benefit and underwriting requirements.
4. Working closely with City of Ukiah staff, prepare project loan evaluation and summary, including Staff's recommendation, for presentation to City Loan Review Committee.
5. For approved loans, prepare promissory note, business loan agreement, deed of trust, UCC filings and other loan and loan closing documents required, utilizing industry standard documents that are CDBG-compliant.
6. As necessary, prepare escrow instructions and submit to the City or Title Company for execution.

**ATTACHMENT B
FEE SCHEDULE**

Hourly Rate

\$125 – Senior Staff

Budget for each loan not to exceed 10% of the loan amount.

Senior Staff Assigned

Jeff Lucas
Ben Felt
Dan Obermeyer

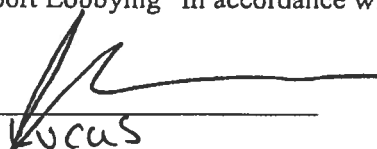
EXHIBIT 1

Anti-Lobbying Certification

The undersigned certifies to the best of his or her knowledge or belief that:

- a. No Federal appropriated funds have been paid, or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension of continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement;
- b. If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

DATED: 12/6/17


Name: Jeff Lucas
Title: Principal

CITY OF UKIAH
AMENDMENT 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COMMUNITY DEVELOPMENT SERVICES and THE CITY OF UKIAH

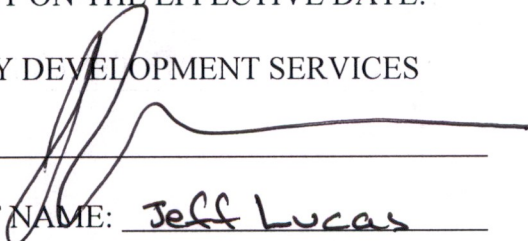
This Amendment No. 1, entered on May 28, 2019, revises the Agreement for Professional services dated November 22, 2017 between the City of Ukiah and Community Development Services, for professional consulting services relating to CDBG Business Assistance Program loan underwriting.

This Amendment No. 1 adds an additional not-to-exceed amount of \$10,000, for a total revised contract amount of \$30,000. This Amendment No. 1 also extends the time period of the contract two years from November 22, 2017, as authorized under Section 3.1 of the Professional Services Agreement, to a new completion date of November 22, 2019.

Except as expressly amended by this Agreement, all other terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

COMMUNITY DEVELOPMENT SERVICES

BY:  _____

DATE: 5-30-2019

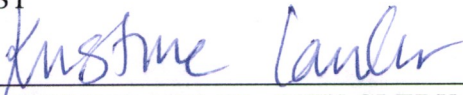
PRINT NAME: Jeff Lucas

CITY OF UKIAH

BY:  _____
 SAGE SANGIACOMO, CITY MANAGER

DATE: 6-11-19

ATTEST

BY:  _____
 KRISTINE LAWLER, CITY CLERK

DATE: 6-11-19

CITY OF UKIAH
AMENDMENT 2
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COMMUNITY DEVELOPMENT SERVICES and THE CITY OF UKIAH

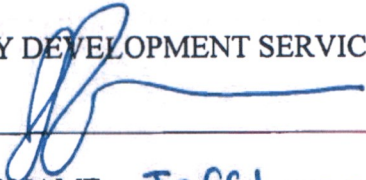
This Amendment No. 2, entered on April 16, 2020, revises the Agreement for Professional services dated November 22, 2017 between the City of Ukiah and Community Development Services, for professional consulting services relating to CDBG Business Assistance Program loan underwriting.

This Amendment No. 2 adds an additional not-to-exceed amount of \$15,000, for a total revised contract amount of \$45,000. This Amendment No. 2 also extends the time period of the contract an additional two years from November 22, 2019, as amended, from the original contract date of November 22, 2017, and as authorized under Section 3.1 of the Professional Services Agreement, to a new completion date of November 22, 2021.

Except as expressly amended by this Agreement, all other terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

COMMUNITY DEVELOPMENT SERVICES

BY: 

DATE: 4-23-2020

PRINT NAME: Jeff Lucas

CITY OF UKIAH

BY:  Sage Sangiacomo
2020.04.29 10:34:52 -07'00'

DATE: 04/29/2020

SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: 

DATE: 4/29/2020

KRISTINE LAWLER, CITY CLERK

COU #1718155

CITY OF UKIAH
AMENDMENT 3
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COMMUNITY DEVELOPMENT SERVICES and THE CITY OF UKIAH

This Amendment No. 3, entered on _____, 2021, revises the Agreement for Professional services dated November 22, 2017 between the City of Ukiah and Community Development Services, for professional consulting services relating to CDBG Business Assistance Program loan underwriting.

This Amendment No. 3 adds an additional not-to-exceed amount of \$25,434, for a total revised contract amount of \$70,434. This Amendment No. 3 also extends the time period of the contract an additional 18 months from November 22, 2021, as amended, from the original contract date of November 22, 2017, and as authorized under Section 3.1 of the Professional Services Agreement, to a new completion date of May 22, 2023.

Except as expressly amended by this Agreement, all other terms and conditions of the agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

COMMUNITY DEVELOPMENT SERVICES

BY: _____

DATE: _____

PRINT NAME: _____

CITY OF UKIAH

BY: _____
 SAGE SANGIACOMO, CITY MANAGER

DATE: _____

ATTEST

BY: _____
 KRISTINE LAWLER, CITY CLERK

DATE: _____



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for the Electric Utility Department's Replacement of the 12-Inch Water Line at the Hydroelectric Plant, Specification No. 20-15, and Approve Final Payment of the 5% Retention to Diamond D Construction, LLC.

DEPARTMENT: Electric Utility **PREPARED BY:** Cindy Sauers, Assistant Electric Utility Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. REPLACE 12-INCH WATER LINE AT HYDRO-COMBINED
2. 2020-07-07 Notice of Completion-Hydro 12 Inch Water Line

Summary: Council will consider approving the Notice of Completion for the Electric Utility Department's Replacement of the 12-Inch Water Line at the Hydroelectric Plant, Specification No. 20-15, and approve final payment of the 5% retention to Diamond D Construction, LLC.

Background: Lake Mendocino Hydroelectric Plant has been in operation since 1986 and provides up to 10% of the City's energy needs with clean, renewable energy. In February, the Ukiah City Council approved the award of contract (Attachment 1) to Diamond D Construction for \$197,000 for the replacement of a 12" Hatchery Water line and a 4" penstock drain line.

Council approved two change orders for the project. The first change order approved replacement of two valves in the Fish Hatchery line . The second change order addressed replacement of the 4" drain line using an alternative design. The design was changed due to an unidentified footing that was not detailed on the prints Tunneling under the footing to access and reroute the drain was not feasible.

Discussion: The contracted work was completed by the contractor in conformance with the approved plans and specifications on Wednesday, June 30, 2021. The original awarded contract amount, based on estimated quantities, was \$197,000. Actual quantities and change orders resulted in a revised total contract amount of \$275,746.48. Final payment of the retention will be made to the contractor after 35 days from the date of the Notice of Completion (Attachment 2) is filed with the County Recorder.

Recommended Action: Approve Notice of Completion for the Replacement of the 12-Inch Water Line at the Lake Mendocino Hydroelectric Plant, Specification 20-15, and direct the City Clerk to file the Notice of Completion with the County Recorder.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: \$307,735; 80026220.80230.18236

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Electric Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2021-176

COORDINATED WITH: Mel Grandi, Electric Utility Director; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT
SPECIFICATION NO. 20-15

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
300 Seminary Avenue
Ukiah, California 95482-5400

Bids Open: Wednesday, January 13, 2021
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

JUAN OROZCO - MAYOR
JIM BROWN – VICE MAYOR
DOUG CRANE – COUNCIL MEMBER
JOSEFINA DUENA – COUNCIL MEMBER
MAUREEN MULHEREN – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER
TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
MARY HORGER – FINANCIAL SERVICES MANAGER
KRISTINE LAWLER – CITY CLERK
R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF ELECTRIC UTILITY
DECEMBER 2020

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APPENDIX "A" CITY OF UKIAH HYDRO STATION, FISH HATCHERY SUPPLY PIPING
REPLACEMENT, UNDERGROUND PIPING SPECIFICATION MS-001

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT
SPECIFICATION NO. 20-15

NOTICE IS HEREBY GIVEN that sealed standard proposals for REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on Wednesday January 13th, 2021, at which time, or as soon thereafter as possible, they will be publicly opened and read. Bids shall be addressed to the City Clerk and shall be endorsed "REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT" Bids are required for the entire work described herein. No fax bids will be accepted.

All of the work to be performed consists of supply, fabrication, testing, inspection, delivery, and installation of 12" underground piping complete with fittings, pipe connections, and accessories.

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Williamson, Buyer II at (707) 485-6106 or by email at mwilliamson@cityofukiah.com.

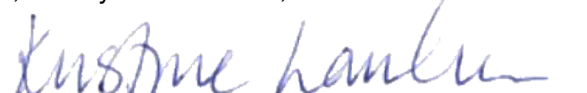
The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor Code section 1771.1 (a The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the DIR Director has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes for the City of Ukiah. Copies of his General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: 12-07-2020



Kristine Lawler, City Clerk, City of Ukiah,

INSTRUCTIONS TO BIDDERS

REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

Each bidder must supply all the information required by the bid documents and Special Provisions.

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of any contract entered into pursuant to this advertisement. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.

All proposals or bids shall be accompanied by a cashier's check or certified check payable to the order of the City of Ukiah amounting to 10 percent of the bid, or by a bond in said amount and signed by the bidder and a corporate surety, payable to said City. Said check shall be forfeited, or said bond shall become payable to said City in case the bidder depositing the same does not, within fifteen (15) days after written notice that the contract has been awarded to him: (a) enter into a contract with the City and (b) furnish certificates of insurance and endorsements, a bond of faithful performance and a payment bond as described in the Special Provisions.

No bidder shall withdraw his or her bid for a period of thirty (30) calendar days after the date set by the City for the opening thereof.

The Contractor and any subcontractors shall each possess a valid City of Ukiah Business License prior to the start of any work.

The Contractor shall furnish a project schedule to the Engineer prior to the start of any work and start work as scheduled.

The work is to be completed within twenty (20) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five calendar days following the bid opening, or 2 calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within 2 calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

All objections or responses filed not more than 5 days after receipt of the written protest will be presented to the City Council at its next regular meeting occurring not less than 12 calendar days following the bid opening. The City Council will resolve the bid protest at that meeting based on the written protest, any staff recommendation and all timely written objections and responses. In accordance with the Brown Act, any person may address the City Council on this item during the meeting. The City Council action on the protest shall represent a final decision by the City on the protest.

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings. Any bid shall take into consideration that conditions may exist underground or otherwise that are not known to the City or easily detected during a site inspection that could impact the time or cost of completing the project. The City expects the bids to anticipate such conditions so that it can know for budgeting and other purposes the total cost to complete the project before accepting a bid and undertaking the legal obligation to construct the project. In awarding the contract the City relies on the contractor's representation that its bid anticipates differing site conditions and the additional time or cost that such conditions may necessitate.

The bidder shall investigate to his or her satisfaction the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished and the requirements of the Plans, Special Provisions, Standard Specifications, Standard Plans, and Contract Documents. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and has accepted the project workplace as a safe workplace to perform the work of the Contract.

Bidder Inquiries and Questions

Inquiries and questions must be submitted in writing via fax or email to the following designated contact person:

Mary Williamson, Buyer II
Email: mwilliamson@cityofukiah.com

The City reserves the right to not respond to inquiries or questions submitted within 3 business days of the bid opening.

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at 1229 Lake Mendocino Drive, Ukiah, California.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

1-01. Definitions. Whenever any word or expression defined in this section, or pronoun used in its stead, occurs in these contract documents, it shall have and is mutually understood to have the meaning given:

- a. "City of Ukiah" or "City" shall mean the City of Ukiah, Mendocino County, California, acting through its City Council or any other board, body, official or officials to which or to whom the power belonging to the Council shall by virtue of any act or acts, hereafter pass or be held to appertain.
- b. "Engineer" shall mean the Engineer duly and officially appointed by the City to supervise and direct the work of construction under this contract, acting personally or through agents or assistants duly authorized by him, such agents or assistants acting within the scope of the particular duties entrusted to them.
- c. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized or appointed by the Engineer, limited to the particular duties entrusted to him or her or them.
- d. "Contractor" shall mean the party entering into contract with the City of Ukiah for the performance of work covered by this contract and his or her authorized agents or legal representatives.
- e. "Date of signing of contract" or words equivalent thereto, shall mean the date upon which this contract, with the signature of the Contractor affixed, together with the prescribed bonds, shall be or shall have been delivered to the City or its duly authorized representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "The work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.
- h. "Contract drawings", "drawings", "plans" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the City, as a basis for proposals, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her proposal and by the Contractor to the City if and when approved by the Engineer and 3) all drawings submitted by the Engineer to the Contractor during the progress of the work as provided for herein.
- i. Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these Special Provisions is made unless stated otherwise.

Where "as directed", "as permitted", "approved" or words of similar import are used, it shall be understood that the direction, requirements, permission, approval or acceptance of the Engineer is intended unless stated otherwise.

As used herein, "provide" or "install" shall be understood to mean "provide or install complete in place", that is, "furnish and install". "Shall" is mandatory; "may" is permissive.

1-02. Examination of Plans, Special Provisions and Site of Work. The bidder shall examine carefully the Proposal, Plans, Special Provisions, Contract forms and the site of the work contemplated therefor. It will be assumed that the bidder has investigated to his or her satisfaction the conditions to be encountered and the character, quality and requirements of all Plans, Special Provisions, Standard Specifications, and Standard Plans involved.

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if

made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, endorsed as specified in the notice to bidders. Bidders are warned against making erasures or alterations of any kind and proposals which contain omissions, erasures, conditions, alterations, additions not called for, additional proposals or irregularities of any kind may be rejected.

1-04. Withdrawal of Bids. Any bid may be withdrawn at any time prior to the hour fixed in the notice to bidders for the openings of bids, provided that a request in writing, executed by the bidder or his or her duly authorized representative, for the withdrawal of such bid is filed with the City. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid.

1-05. Public Opening of Bids. Bids will be opened and read publicly at the time and place indicated in the notice to bidders. Bidders or their agents are invited to be present.

1-06. Bid Guaranty. Each bid must be accompanied by a certified check, cashier's check or bidder's bond executed by an admitted surety insurer, payable to the order of the City of Ukiah in an amount not less than 10 percent of the bid as a guarantee that the bidder will enter into a contract, if awarded the work.

1-07. Qualification of Bidders. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bidder shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code and shall be skilled and regularly engaged in the general class or type of work called for under this contract. A statement setting forth this experience and business standing shall be submitted by each bidder on the form provided herewith. It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that he or she has the requisite experience and ability and that he or she has sufficient capital, facilities and equipment to enable him or her to prosecute the work successfully and promptly within the time and in the manner agreed.

In determining the degree of responsibility to be credited to a bidder, the City may weigh evidence that the bidder or his or her personnel charged with the responsibility in the work, has performed satisfactorily other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

1-08. Disqualification of Bidders. More than one bid from an individual business, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is financially interested in more than one bid for the work will cause the rejection of all bids in which he or she is so interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Bids in which the prices obviously are unbalanced may be rejected.

1-09. Identification of Subcontractors. All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following) and shall set forth:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

(b) The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion defined by the prime contractor in his or her bid.

1-10. General Provisions of the Standard Specifications. All provisions of the General Provisions, Sections 1 through 11, of the Standard Specifications, shall be applicable to the contract except as modified by these Special Provisions. The Standard Specifications are set forth in Section 12-06 of these Special Provisions.

1-11. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-01. Award of Contract. Award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the specified requirements. The award, if made, will be made within thirty (30) days after opening of the bids. The City reserves the right to reject any and all bids and to waive any irregularity in the proposal not pertaining to cost.

2-02. Return of Proposal Guaranties. All bid guaranties will be held until the contract has been fully executed, after which they will be returned upon request to the respective bidders whose bids they accompany.

2-03. Execution of Contract. The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds, insurance certificates and endorsements, within fifteen (15) days after written notice of the award of the contract. After execution by the City; one copy shall be filed with the City and one copy shall be returned to the Contractor. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the City.

SECTION 3. SCOPE AND INTENT OF CONTRACT

3-01. Effect of Inspection and Payments. Neither the inspection by the Engineer or an inspector, nor any order, measurement or approved modification, nor certificate or payment of money, nor acceptance of any part or whole of the work, nor any extension of time, nor any possession by the City or its agents, shall operate as a waiver of any provision of this contract or of any power reserved therein to the City, or of any right to damages thereunder; nor shall any breach of this contract be held to be a waiver of any subsequent breach. All remedies shall be construed as cumulative.

3-02. Effect of Extension of Time. The granting of any extension of time on account of delays which, in the judgement of the City, are avoidable delays shall in no way operate as a waiver on the part of the City of its rights under this contract.

3-03. Extra Work. If extra work orders are given in accordance with provisions of this contract, such work shall be considered a part hereof and shall be subject to each and all of its terms and requirements.

3-04. Assignment of Contract. The contract may be assigned or sublet in whole or in part only upon the written consent of the City acting through its authorized agents. Consent will not be given to any proposed assignment which would relieve the original contractor or its surety of their responsibilities under the contract nor will the Engineer consent to any assignment of a part of the work under the contract.

3-05. Subcontractors. The Contractor shall be as fully responsible for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, as he or she is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract which are applicable to the work of subcontractors.

Nothing contained in this contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the City and no action may be brought by any subcontractor against the City based on this contract.

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the

Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Addenda. If it becomes necessary to revise any part of these plans and specifications after they have been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the bid documents. Anyone who intends to submit a bid in response to this Request for Bid must check the website frequently for any posted addenda. Anyone submitting a bid will be deemed to have seen and agreed to be bound by the posted addenda.

3-08. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-09. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

4-01. Faithful Performance Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall be 100 percent of the total contract price, as this sum is set forth in the agreement.

4-02. Material and Labor Bond. As a part of the execution of this contract, the Contractor shall furnish a bond of a surety company or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the City in a sum not less than 50 percent of the total contract price, as this sum is set forth in the agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4-03. Defective Material and Workmanship Bond. As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in an amount not less than 5 percent (5%) of the final contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect the City against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the City before the final payment under this contract will be made.

4-04. Notification of Surety Companies. The surety companies shall familiarize themselves with all of the conditions and provisions of this contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the City or its authorized agents, under the terms of this contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this contract.

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors.

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss.

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Course of Construction: Completed value of the project with no co-insurance penalty provisions.

5-03. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5-04. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than the following:

A++ VII	A- VIII
A+ VII	B++ X
A VII	B+ X

5-06. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements shall be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received within 15 days from written notice of contract award, and the work shall not commence until the certificates and endorsements have been approved by the City. The City reserves the right to require complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.

5-07. Subcontractors. 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.

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

6-01. Legal Address of Contractor. Both the address given in the proposal and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the City or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the proposal may be changed at any time by notice in writing from the Contractor to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

6-02. Office of Contractor at Site. During the performance of this contract, the Contractor shall maintain a suitable office at the site of the work which shall be the headquarters of a representative authorized to receive drawings and any such thing given to the said representatives or delivered at the Contractor's office at the site of work in his or her absence shall be deemed to have been given to the Contractor.

6-03. Attention to Work. The Contractor shall give his or her personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the work, he or she

shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

The right of general supervision by the City shall not make the Contractor an agent of the City and the liability of the Contractor for all damages to persons or to public or private property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision.

Until the completion and final acceptance by the City of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers, directors, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, costs of suit, expert witness fees and expenses and fees and costs of any necessary private investigators arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, or by the negligence or omission of a party indemnified herein.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The obligation to indemnify shall extend to and include acts of the indemnified party which may be negligent or omissions which may cause negligence.

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

6-05. Protection of Persons and Property. The Contractor shall furnish such watchman, guards, fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property.

All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, his or her employees or agents, shall be restored to a condition as good as when he or she entered upon the work.

6-06. Protection of City Against Patent Claims. All fees, royalties or claims for any patented invention, article or method that may be used upon or in any manner connected with the work under this contract shall be included in the price bid for the work and the Contractor and his or her sureties shall protect and hold the City, together with all of its officers, agents, servants and employees, harmless against any and all demands made for such fees or

claims brought or made on account of this contract. The Contractor shall, if requested by the Engineer, furnish acceptable proof of a proper release from all such fees or classes.

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

6-07. Protection of Contractor's Work Property. The Contractor shall protect his or her work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work. Neither the City nor any of its agents assumes any responsibility for collecting indemnity from any person or persons causing damage to the work of the Contractor.

6-08. Regulations and Permits. The Contractor shall secure and pay for all permits, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. The contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License. The City of Ukiah will issue a no fee encroachment permit to the Contractor allowing him or her to perform work within City right of way or within City property after the Contract Documents have been executed and insurance certificates and endorsements have been approved by the City.

6-09. Construction Utilities. The Contractor shall be responsible for providing for and in behalf of his or her work under this contract, all necessary utilities, such as special connection to water supply, telephones, power lines, fences, roads, watchmen, suitable storage places, etc.

6-10. Approval of Contractor's Plans. The approval by the Engineer of any drawing or any method of work proposed by the Contractor in accordance with paragraph 8-06 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the City or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Engineer has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

6-11. Suggestions to the Contractor. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the City shall assume no responsibility thereof.

6-12. Termination of Unsatisfactory Subcontracts. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Engineer.

6-13. Preservation of Stakes and Marks. The Contractor shall preserve carefully bench marks, reference points and stakes and in case of destruction he or she shall replace his or her stakes, reference points and bench marks and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance. Contractor's attention is directed to Section 7-03 of these Special Provisions.

6-14. Assistance to Engineer. At the request of the Engineer the Contractor shall provide men from his or her force and tools, stakes and other materials to assist the Engineer temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. Payment for such materials and assistance will be made as provided for under the caption "Extra Work," provided, however, that the cost of setting stakes and marks carelessly lost or destroyed by the Contractor's employees will be assessed to the Contractor.

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

6-16. Proof of Compliance with Contract. In order that the Engineer may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time when requested, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

6-17. Errors and Omissions. If the Contractor, in the course of the work, finds any errors or omissions in plans or in the layout as given by survey points and instruction, or if he or she finds any discrepancy between the plans and the physical conditions of the locality, he or she shall immediately inform the Engineer, in writing and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

6-18. Cooperation. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under this contract with the work of such contractors or workmen. he or she shall make good promptly, at his or her own expense, any injury or damage that may be sustained by other contractors or employees of the City at his or her hands.

Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workmen of the City in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the City, the Contractor shall on that account have no claim against the City other than for an extension of time.

6-19. Right of Contractor to Stop Work. Under the following conditions the Contractor shall have the right, if he or she so desires, to stop the work and terminate the contract upon ten (10) days written notice to the Engineer and recover from the City payment for all work actually performed and for all satisfactory materials actually delivered to the site of the work for permanent incorporation therein, all as may be shown by the estimate of the Engineer.

- (1) If the work is stopped under an order of any court or other competent public authority for a period of time of three (3) months through no act or fault of the Contractor or of anyone employed by him.
- (2) If the Engineer fails to issue the monthly certificate for payment in accordance with the terms of this contract.
- (3) If the City fails to pay the Contractor within sixty (60) days after it shall have become due, as provided by the terms of this contract, any sum certified by the Engineer or awarded by the City.

All provided that if such action to terminate the contract be not instituted by the Contractor within ten (10) days after the alleged existence of such condition and if written notice of such action be not at that time delivered to the City and the Engineer, then such right shall lapse until another occasion arises according to this section.

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

Contractor shall make travel and subsistence payments to each workman needed to execute the work in accordance with the requirements in Section 1773.8 of the Labor Code (Chapter 880, Statutes of 1968).

7. Apprentices.

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6-22. Cleaning Up. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work, the Contractor shall without charge therefore carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

6-23. Guaranty. All work shall be guarantied for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

The City is hereby authorized to make such repairs if within ten days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

Pursuant to the provisions of Section 4-03 of these Special Provisions, the Contractor shall furnish a Defective Material and Workmanship Bond in an amount not less than 5 percent of the final contract price, which shall be effective for a period of one (1) year after the completion and acceptance of the work.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

7-02. Inspection. The City will provide engineering personnel for the inspection of the work.

The Engineer and his or her representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

Properly authorized and accredited inspectors shall be considered to be the representatives of the City limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the Drawings, Special Provisions and other contract provisions which may come to their notice. Any inspector may be considered to have the right to order the work entrusted to his or her supervision stopped, if in his or her opinion such action becomes necessary, until the Engineer is notified and has determined and ordered that the work may proceed in due fulfillment of all contract requirements.

7-03. Surveys. Contractor shall furnish all land surveys, establish all base lines and bench marks and make sufficient detailed surveys needed for working points, lines and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines and elevations as he or she may desire to facilitate his or her methods and sequence of construction.

7-04. Rights-of-Way. The City will provide all necessary rights-of-way and easements in or beneath which work will be performed by the Contractor under this contract.

7-05. Retention of Imperfect Work. If any portion of the work done or material furnished under this contract shall prove defective and not in accordance with the Plans and Special Provisions, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he or she shall make such deductions therefor in the payments due or to become due the Contractor as may be just and reasonable.

7-06. Changes in the Work. The Engineer shall have the right, in writing, to order additions to, omissions from, or corrections, alterations and modifications in the line, grade, form, dimensions, plan, or kind or amount of work or materials herein contemplated, or any part thereof, either before or after the beginning of construction. However, the arithmetical sum of the cost to the City of additions and subtractions from the work under this contract shall not exceed 10 percent of original contract amount or \$5,000, whichever is the greater, unless based upon a supplementary agreement to be made therefore.

The order of such additions, omissions, corrections, alterations and modifications shall be in writing and signed by the Engineer and, in order, shall then be binding upon the Contractor. The Contractor shall proceed with the work as changed and the value of such change shall be determined as provided for in section 10-07 of these Special Provisions.

Such alterations shall in no way affect, vitiate, or make void this contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this contract.

7-07. Additional Drawings by City. The drawings made a part of this contract at the time of its execution are intended to be fairly comprehensive and to indicate in more or less detail the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the Special Provisions and the contract drawings and the Contractor shall make his or her work conform to all such drawings.

7-08. Additional and Emergency Protection. Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precautions for the safety of the public or the protection of the works to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interest, then and in that event, the Engineer, with or without notice to the Contractor may provide suitable protection to the said interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

7-09. Suspension of Work. The City may at any time suspend the work or any part thereof by giving five (5) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor so to do. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid and if the City does not give notice in writing to the Contractor to resume work at a date within ten (10) days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he or she will be entitled

to the estimates and payments for all work done on the portions so abandoned, if any, plus 5 percent of the value of the work so abandoned, to compensate for loss of overhead, plant expense and anticipated profit.

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

8-01. General Quality. Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

8-03. Materials and Equipment Specified by Name. Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal in every respect to that specified, provided that written approval first is obtained from the Engineer.

8-04. Source of Materials. Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Government Code Section 4332.

8-05. Storage of Materials. Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

8-06. Drawings, Samples and Tests. As soon as possible after execution of the contract, the Contractor shall submit to the Engineer, in quintuplicate, sufficient information including, if necessary, assembly and detail drawings to demonstrate fully that the equipment and materials to be furnished comply with the provisions and intent of these Special Provisions and Drawings. If the information thus submitted indicates the equipment or materials is acceptable, the Engineer will return one copy stamped with his or her approval; otherwise, one copy will be returned with an explanation of why the equipment or material is unsatisfactory. The Contractor shall have no claims for

damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Engineer.

When requested by the Engineer, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by the Engineer. Samples shall be secured and tested whenever necessary to determine the quality of the material.

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

9-02. Time of Completion. The Contractor shall promptly begin the work under this contract and shall complete and make ready for full use all portions of the project made the subject of this contract within the time set forth in the agreement bound herewith.

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

9-04. Unavoidable Delays. Unavoidable delays in the prosecution or completion of the work under this contract shall include all delays which may result, through cause beyond the control of the Contractor and which he or she could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the City changing the amount of work to be done, the quantity of material to be furnished or the manner in which the work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the City will be considered unavoidable delays, so far as they necessarily interfere with the Contractor's completion of the whole of the work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work.

9-05. Notice of Delays. Whenever the Contractor foresees any delay in the prosecution of the work and, in any event, immediately upon the occurrence of any delay which the contractor regards as an unavoidable delay, he or she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause, in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues and to what extent the prosecution and completion of the work are to be delayed thereby.

9-06. Extension of Time. Should any delays occur which the Engineer may consider unavoidable, as herein defined, the Contractor shall, pursuant to his or her application, be allowed an extension of time proportional to said delay or delays, beyond the time herein set forth, in which to complete this contract; and liquidated damages for delay shall not be charged against the Contractor by the City during an extension of time granted because of unavoidable delay or delays.

Any claim by Contractor for a time extension based on unavoidable delays shall be based on written notice delivered to the Engineer within 15 days of the occurrence of the event giving rise to the claim. Failure to file said written notice within the time specified shall constitute a waiver of said claim. Notice of the full extent of the claim and all supporting data must be delivered to the Engineer within 45 days of the occurrence unless the Engineer specifies in writing a longer period. All claims for a time extension must be approved by the Engineer and incorporated into a written change order.

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

The Contractor shall be granted a time extension of one day for each unfavorable weather day which prevents him or her from placing concrete forms or placing and finishing concrete or asphalt concrete. Such unfavorable weather day is defined as a rain day where precipitation prevents the contractor from performing the work more than four (4) continuous hours within the authorized work period or a temperature day where the ambient temperature is below that specified for the placement of materials associated with the controlling work item for more than four (4) continuous work hours of the authorized work period.

9-08. Saturday, Sunday, Holiday and Night Work. No work shall be done between the hours of 6 p.m. and 7 a.m., nor on Saturdays, Sundays or legal holidays except such work as is necessary for the proper care and protection of work already performed, or except in cases of absolute necessity and in any case only with the permission of the Engineer.

It is understood, however, that night work may be established as a regular procedure by the Contractor if he or she first obtains the written permission of the Engineer and that such permission may be revoked at any time by the Engineer if the Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work.

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

SECTION 10. PAYMENT

10-01. Certification by Engineer. All payments under this contract shall be made upon the presentation of certificates in writing from the Engineer and shall show that the work covered by the payments has been done and the payments thereof are due in accordance with this contract.

10-02. Progress Estimates and Payment. The Engineer shall, within the first seven (7) days of each month, make an estimate of the value of the work performed in accordance with this contract during the previous calendar month.

The first estimate shall be of the value of the work satisfactorily completed in place and meeting the requirements of the contract. And every subsequent estimate, except the final estimate, shall be of the value of the work satisfactorily completed in place since the last preceding estimate was made; provided, however, that should the

Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored.

The estimate shall be signed by the Engineer and, after approval, the City shall pay or cause to be paid to the Contractor in the manner provided by law, an amount equal to 95 percent of the estimated value of the work satisfactorily performed and complete in place.

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place. Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

- (a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
- (c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- (d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.
- (e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.
- (f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.
- (g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.
- (h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.
- (i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.
- (j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).

(k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.

(l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

2. The securities shall be deposited with City or with any commercial bank as escrow agent, who shall arrange for transfer of such securities to the Contractor upon satisfactory completion of the contract. Any interest accrued or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

The market value of the securities deposited shall at all times be maintained in an amount at least equal, in the sole judgment of City, to the moneys to be withheld pursuant to the Contract Documents to ensure performance of the Contract. In order to comply with this condition, Contractor shall deposit additional securities as necessary upon request by City or the escrow agent.

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and executed by City, the Contractor and the escrow agent, which may be City. The escrow agreement shall specify, among other matters, value of securities to be deposited; procedures for valuing the securities and for adding or withdrawing securities to maintain the market value of the deposited securities at least equal to the amount of moneys which would otherwise be withheld; the terms and conditions of conversion to cash in case of the default by the Contractor; and terms, conditions and procedure for termination of the escrow. City shall have no obligation to enter any such Agreement that does not provide the City with the unilateral right to convert securities to cash and to gain immediate possession of the cash.

10-04. Acceptance. The work must be accepted by vote of the City Council of the City of Ukiah when the whole shall have been completed satisfactorily. The Contractor shall notify the Engineer, in writing, of the completion of the work, whereupon the Engineer shall promptly, by personal inspection, satisfy himself as to the actual completion of the work in accordance with the terms of the contract and shall thereupon recommend acceptance by the City Council.

10-05. Final Estimate and Payment. The Engineer shall, as soon as practicable after the final acceptance of the work done under this contract, make a final estimate of the amount of work done thereunder and the value thereof.

Such final estimate shall be signed by the Engineer, and after approval, the City shall pay or cause to be paid to the Contractor, in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) days after the filing of the notice of completion with the County Recorder.

10-06. Delay Payments. Should any payment due the Contractor or any estimate be delayed, through fault of the City beyond the time stipulated, such delay shall not constitute a breach of contract or be the basis for a claim for damages, but the City shall pay the Contractor interest on the amount of the payment at the rate of 6 percent per annum for the period of such delay. The terms for which interest will be paid shall be reckoned, in the case of any monthly or progress payment, from the twentieth day of the month next succeeding the month in which the work was performed to the date of payment of the estimate; and in the case of the final estimate, from the forty-fifth day after acceptance to the date of payment of the final estimate.

The date of payment of any estimate shall be considered the day on which the payment is offered or mailed as evidenced by the records of the Treasurer of the City. If interest shall become due on any delayed payment, the amount thereof, as determined by the City, shall be added to a succeeding payment. If the interest shall become due on the final payment, it shall be paid on a supplementary voucher to interest or any sum or sums which, by the terms of this contract, the City is authorized to reserve or retain.

10-07. Extra Work and Work Omitted. Whenever corrections, alterations, or modifications of the work under this contract ordered by the Engineer and approved by the City increase the amount of work to be done, such added

work shall be known as "extra work"; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as "work omitted".

When the Contractor considers that any changes ordered involve extra work, he or she shall immediately notify the Engineer in writing and subsequently keep him or her informed as to when and where extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed and he or she shall submit a daily complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the City authorizing the work on account of which claim is made. Unless such notification is made in writing within the time specified and unless complete statements of materials used and expenses incurred on account of such extra work are furnished as above required, the Contractor shall not be entitled to payment on account of extra work and Contractor shall be deemed to have waived the right to make any future claims for compensation for such extra work.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

This method of determining the price of work shall not apply to the performance of any work which is required or reasonably implied to be performed or furnished under this contract.

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

10-10. Liquidated Damages for Delay. It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 10-09, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that the Contractor will pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a

Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure Required by Public Contract Code Section 9204. This section shall apply to any claim by the Contractor arising in connection with this project in accordance with Public Contract Code Section 9204.

a. For purposes of this section "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under this contract.

(B) Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

b.

(1)

(A) Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and the contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Contractor shall furnish reasonable documentation to support the claim.

(C) If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to in writing by the City and the Contractor, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(3) Failure by the City to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

c. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of supply, fabrication, testing, inspection, delivery, and installation of 12" underground piping complete with fittings, pipe connections, and accessories. General locations of the work are City of Ukiah Hydro Electric Plant, 1229 Lake Mendocino Drive, Ukiah, CA.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract. Further information regarding the work or these specifications can be obtained from Mary Horger at (707) 463-6233.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and linear quantities of the work are shown in Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits. The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans. The Standard Specifications and Standard Plans of the California State Department of Transportation, 2015, are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The City Council.

Director of Public Works - The City of Ukiah Director of Public Works.

Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

State - The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12-10. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

12-11. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12-12. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

12-13. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-14. Safety Requirements. The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction (29 FCS Part 1518, 36 CFR 7340)", with additions or modifications thereto, in effect during construction of this project.

SECTION 13 - CONSTRUCTION DETAILS

13-01. Construction Details – Please refer to Appendix A

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site
- (2) Section 7-03. Surveys

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

15-01. Sections of General Conditions to be Amended.

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Page 27)
 - Unit prices filled out clearly.
 - Extended prices filled out clearly and calculated correctly
 - Total bid amount filled out clearly and calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification** (Page 31)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 32)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 33)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 34)
 - Filled out completely per instruction
- **Statement of Experience** (Page 35)
- **Signature of Bidder** (Page 36)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 37)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 38)
 - Filled out completely per instruction
 - Notarized
- **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT**

Specification No. 20-15

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER:

SPEC #:

20-15

PROJECT NAME:

REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT

	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Excavation and back fill for hatchery line replacement and drain investigation, assuming 6' wide trench for hatchery line replacement	CY	350	\$ _____	\$ _____
2	Supply and install 12" AWWA C509 flanged gate valve	Each	1	\$ _____	\$ _____
3	Supply and install valve access platform	SF	9	\$ _____	\$ _____
4	Supply and install 12", SDR 11, HDPE piping and fittings in underground	LF	120	\$ _____	\$ _____
5	Dispose of existing 12" valve and pipe	LF	120	\$ _____	\$ _____
6	Removal and restoration of asphalt paving for hatchery line replacement and drain investigation areas.	SY	90	\$ _____	\$ _____
7	Excavation and back fill for drain line replacement and standpipe installation, assuming 6' wide trench	CY	100	\$ _____	\$ _____
8	Supply and install 4" AWWA C509 flanged gate valve with extension stem and valve box	Each	1	\$ _____	\$ _____
9	Supply and install 4", SDR 11, HDPE piping and fittings in underground	LF	20	\$ _____	\$ _____
10	Supply and Install 18", SDR 11, HDPE standpipe and blind flange in underground	LF	26	\$ _____	\$ _____
11	Removal and restoration of asphalt paving for drain line replacement and standpipe area	SY	12	\$ _____	\$ _____
TOTAL BID ==>>					\$ _____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal

shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration
Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT

(Signature of Bidder)

Business Mailing Address:

Business Location:

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings present.

SIGNATURE(S) OF BIDDER

Accompanying this proposal is _____
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors:

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on January 13, 2021 for REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

REPLACE 12 INCH WATER LINE AT HYDROELECTRIC PLANT

Specification No. 20-15

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within twenty (20) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____,
AS PRINCIPAL, and

_____,
AS SURETY,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City", in the penal sum of

_____ dollars (\$ _____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____,
a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charges is \$_____..

(The above is to be filled in by Surety Company). (Power of Attorney of person signing for Surety Company must be attached).

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the foregoing bond; that
_____, who signed the said bond on behalf of the Principal, was then
_____ of said corporation; that I know his signature, and that his
signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said
corporation by authority of its governing body.

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL**, and

_____, **AS SURETY**,

are held firmly bound unto **THE CITY OF UKIAH**, hereinafter called the "City" in the penal sum of

_____ dollars (\$_____)

for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

WHEREAS, the Principal has entered into a certain Contract with the City, dated _____, 20_____, a copy of which is hereto attached and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims, arising out of the prosecution of the work under the Contract and shall fully indemnify the City for all expenses which it may incur by reason of such claims, including its attorney's fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the work under the Contract, in default of which such persons shall have a direct right of action hereupon; and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the City shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state his place of residence.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal.
If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**
and _____,
_____, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

_____, (\$ _____),
(5 PERCENT OF THE FINAL CONTRACT AMOUNT)

to which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the City of Ukiah
dated _____
for _____

WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of one (1) year following completion of the Contract, then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the surety assumes no liability for such a guarantee.

Signed, sealed, and dated this _____ day of _____, 20____.

_____(Seal)

BY: _____(Seal)

_____(Seal)
Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)
Surety

CERTIFICATE OF INSURANCE
CITY OF UKIAH

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

COMPANIES
BEST'S RATING

COMPANY

LETTER **A**

COMPANY

LETTER **B**

COMPANY

LETTER **C**

COMPANY

LETTER **D**

COMPANY

LETTER **E**

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY ☐ COMMERCIAL ☐ CLAIMS MADE ☐ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSES (any one person)	\$
	AUTOMOTIVE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY ☐ UMBRELLA ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	☐ WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROPERTY DAMAGE ☐ COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 day's written notice has been given to the City at the address indicated below.
- The City, its officials, officers, employees, and volunteers are added as insureds on all Liability Insurance Policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on The Property Insurance Policies described above, if any.
- All rights of subrogation under the Property Insurance Policy listed above have been waived against the City.
- The Worker's Compensation Insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED
 (CITY)

 City of Ukiah
 300 Seminary Avenue
 Ukiah, CA 95482-5400

AUTHORIZED REPRESENTATIVE
SIGNATURE: _____

TITLE: _____

PHONE NO.: _____

INSURER:

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER:

FORM CG 20 10 11 85 (MODIFIED)

ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**ADDITIONAL INSURED ----- OWNERS, LESSEES OR
CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
City of Ukiah, its officers, officials, employees and volunteers 300 Seminary Avenue Ukiah, CA 95482	

If no entry appears above, information required to complete this endorsement will be shown in
Declarations as applicable to this endorsement.

Section II WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the
Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your
work" performed for that insured.

Modifications to ISO form CG20 10 1185:

The insured scheduled above includes the insured's elected or appointed officers, officials, employees and volunteers.
This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an
unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any
other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called
upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified
mail, return receipt requested, has been given to the City.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case
where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the
Civil Code.

Signature-Authorized Representative

Address

Phone Number

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT Endorsement No. _____ FOR _____ City of Ukiah (the "City") Issue Date: _____	
PRODUCER Telephone: (_____) _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in limits ☐ In addition to limits ☐ Deductible ☐ Self Insured Retention (check which) of \$ _____
NAMED INSURED	APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ☐ COMMERCIAL ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED: The City, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED: As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's insurance and not contribute with it. 3. CANCELLATION NOTICE: With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 4. SCOPE OF COVERAGE: This policy affords coverage at least as broad as: (1) If primary, insurance Services Office form number CA0001 (Ed. 1/87), Code 1 (Any auto); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.	
ENDORSEMENT HOLDER	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____
CITY City of Ukiah 300 Seminary Avenue Ukiah, California 95482-5400	I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (____) _____ Date signed: _____

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENTFOR City of Ukiah (the "City")

Endorsement No. _____

Issue Date: _____

PRODUCER

Telephone: (_____) _____

POLICY INFORMATION:

Insurance Company: _____

Policy No. _____

Policy Period: (from) _____ (to) _____

NAMED INSURED**OTHER PROVISIONS****CLAIMS:** (Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (_____) _____

EMPLOYERS LIABILITY LIMITS

\$ _____ (Each Accident)

\$ _____ (Disease - Policy Limit)

\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE: This insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.
2. WAIVER OF SUBROGATION: This Insurance Company agrees to waive all rights of subrogation against the City, its officer, officials, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY**

City of Ukiah
300 Seminary Avenue
Ukiah, California 95482-5400

AUTHORIZED ☐ Broker/Agent ☐ Underwriter ☐**REPRESENTATIVE**

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (_____) _____ Date signed: _____

NOV. 17, 2020

CITY OF UKIAH HYDRO STATION

Fish Hatchery Supply Piping Replacement Ukiah, CA

*Underground Piping
Specification MS-001*

PROJECT NUMBER:

167247

PROJECT CONTACT:

Jason Marena

EMAIL:

JASON.MARENDA@POWERENG.COM

PHONE:

208-788-0305



*Underground Piping
Specification MS-001*

PREPARED FOR: CITY OF UKIAH
PREPARED BY: SCOTT REARDON

REVISION HISTORY				
DATE	REVISED BY	CHECKED BY	APPROVED BY	REVISION
11-17-20	S Reardon	J Wiley	J Marenda	0 - Issued For Bid

**SPECIFICATION MS-001
UNDERGROUND PIPING**

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**SPECIFICATION MS-001
UNDERGROUND PIPING**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Specification covers requirements for the supply, fabrication, testing, inspection, delivery, and installation of underground piping complete with fittings, pipe connections, and accessories, as shown on the attached documents and as specified hereinafter.
- B. These requirements are contained in the text and in the Attachments following the text.

1.2 FURNISHED BY CONTRACTOR

- A. Contractor shall furnish all labor, materials, tools, and equipment required for the completion of the following work as specified herein.
 - 1. Supply, fabricate and install all piping systems designated and shown on the attached documents, including pipe, valves, specialties, fittings, flanges, bolts, nuts, washers, gaskets, caps, and the pressure containing parts of other piping components.
 - 2. Furnish documentation.
 - 3. Perform cleaning and/or coating and painting of all piping components.
 - 4. Ship and deliver all piping and accessories to jobsite.
 - 5. Install piping, including trench excavation, backfilling and compaction.
 - 6. Perform testing.
 - 7. Furnish and install valve boxes and sump pits/manholes, thrust blocks, pipe supports and support foundations.
- B. The Contractor's responsibility for scope of supply is as indicated on the attached documents. There are three tasks within this scope, two of them are required, the third is to be quoted separately and evaluated after completion of the second task.
 - 1. Contractor shall remove and replace 12" Fish Hatchery Supply line from the elbow off the main penstock to the pump supply tie-in at the valve chamber. Refer to the attached drawings for specific Scope.
 - 2. Contractor shall excavate and reveal the 4" drain line connection under the 108" penstock. Owner will specify at this point if contractor shall proceed with task number 3.
 - 3. Contractor shall furnish new drain line in direction specified on the attached drawings. Drain line is to be terminated to a standpipe which will be pumped out when needed.
- C. Piping furnished by Contractor shall be routed as shown on the attached documents.

1.3 CODES AND STANDARDS

- A. The latest edition and addenda of the following publications in effect on the date of Contract Award are a part of this Specification.
 - 1. 2019 California Building Code

**SPECIFICATION MS-001
UNDERGROUND PIPING**

2. 2019 California Mechanical Code
3. 2019 California Plumbing Code
4. American Society of Mechanical Engineers (ASME)
5. American Society for Testing and Materials (ASTM)
6. American Water Works Association (AWWA)
7. Plastic Pipe Institute (PPI)
8. Manufacturers Standardization Society of the Valve and Fittings Industry (MSS)
9. National Association of Corrosion Engineers (NACE)
10. Pipe Fabrication Institute (PFI)
11. The Society for Protective Coatings (SSPC)
12. Occupational Safety and Health Act (OSHA)

1.4 SUBMITTALS

- A. Refer to Section 4.1, Schedule For Submission of Drawings and Data.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Effective precautions, such as capping and sealing, shall be exercised to protect all flanges, weld ends, and other parts of piping against dirt or damage during transit or outdoor storage.
- B. The ends of all fabricated assemblies shall be protected by use of a metal or plastic cap at each end. Carbon steel material shall not be used for protection of weld end preparations on stainless steel. No welding to the parent metal shall be performed for capping or sealing.
- C. All pipes and components shall be adequately protected from damage during handling and shipment. Handling equipment, blocking, strapping, or hold-down devices shall be applied so as not to mar the components in any way. During shipment, components shall be further separated by dunnage as may be necessary to prevent damage.
- D. All pipes and components shall be legibly marked with identifying pipeline number and piece number as called out on the appropriate spool piece drawings in accordance with MSS SP-25 and PFI ES-11.

1.6 SITE CONDITIONS

- A. As Provided by City of Ukiah Building Services
 1. Seismic Design Category: D and E
 2. Wind Speed: 110 mph
 3. Exposure: B or C
 4. Snow Load: No snow load unless above 1,300 foot elevation
 5. 60 minute rainfall: 1.5 inches

**SPECIFICATION MS-001
UNDERGROUND PIPING**

PART 2 - PRODUCTS

2.1 MATERIALS AND WELDING

- A. Materials for pipe, fittings, and all accessories shall be in accordance with the requirements as specified in Section 4.3, "PIPING CLASSIFICATION SHEETS". Materials for pipes, fittings, and accessories shall be new and shall be in accordance with the applicable design code. Welded attachments shall be made of materials compatible to piping. Where the material for a specific component is not specified, it shall be selected by Contractor for approval by Owner.
- B. Welding for all piping and repair welding for all weld defects shall be in accordance with the requirements of ASME B31.1 and AWWA.

2.2 PIPING

A. Pipe Fabrication

- 1. The Contractor shall determine degree of pre-fabrication for 2-1/2" and larger piping.
- 2. All piping fabrication shall be in accordance with the tolerances specified in PFI Standard ES-3.
- 3. Pipe fabrication and assembly shall be by welding or fusion welding, except where flanged joints, screwed connections, or other types of mechanical joints are indicated on the attached documents. The piping shall be of maximum available commercial lengths. Where a run of pipe is less than available mill-random lengths, one piece shall be used. Where a run of pipe is greater than available mill-random lengths, one non-mill-random length may be used in the run.
- 4. Dimensional requirements for fittings, flanges and gaskets, and bolting shall be as specified in the attached documents. All elbows, unless other specified on the attached documents, shall be long radius.
- 5. All free ends of pipe and fabricated piping spools shall be properly prepared as indicated in attached documents or in accordance with the manufacturer's requirements.

B. Joints

- 1. All weld joint design shall be in accordance with ASME B31.1 and as specified in Sections 4.2.
- 2. Joints for non-metallic piping shall be in accordance with the Manufacturer's installation procedures.

C. Branch Connections

- 1. All branch connections shall be in accordance with the requirements specified in the attached documents.

**SPECIFICATION MS-001
UNDERGROUND PIPING**

2.3 VALVES

- A. All valves shall be AWWA C509 flanged Gate Valves as indicated on City of Ukiah standard Dwg 307 in section 4.7.

2.4 CIVIL

- A. Refer to attached detail for standard manhole.
- B. Refer to attached details for excavation, filling and backfilling.

2.5 SOURCE QUALITY CONTROL

- A. Contractor shall employ such quality assurance measures as are necessary to ensure that the Work conforms to this Specification.

PART 3 - EXECUTION

3.1 SCOPE

- A. The 4" drain line connection under the 108" penstock shall be exposed, if possible, and examined first in order to determine if replacing this line is possible during this effort.
- B. The replacement 4" drain line shall be HDPE as shown in Attachments Section 4.2 and is expected to run approximately perpendicular to the penstock and under the fish hatchery supply line. An 18" HDPE standpipe capped at the bottom and with a blind flange at grade shall be installed in the transformer yard for the drain line to discharge into. Contractor shall install a flanged AWWA C509 gate valve as close to the penstock as possible with valve box to grade for operating. All existing 4" drain piping shall be capped and abandoned.
- C. Fish hatchery supply is to be replaced including the first valve closest to the penstock to the upstream flange of the valve in the valve chamber. Current piping is to be cut and disposed of by contractor. Replacement piping shall be HDPE as shown in Attachments Section 4.2. The 12" valve to be replaced shall be flanged AWWA C509 gate valve in accordance with the City of Ukiah Standards Dwg 307 in Section 4.5.
- D. Add grating in manhole at an elevation above the top of the 12" pipe and between the rungs of the ladder to improve access to operate the valve. See Attachment Section 4.3 for approximate location of the grating. Contractor shall use Fiberglass grating such as Bedford or equivalent with stainless steel hardware. Contractor shall work with supplier to adequately support grating in manhole. Suggested support is with drilled in anchors and ledge angles.

3.2 FIELD QUALITY CONTROL

- A. Material Tests

**SPECIFICATION MS-001
UNDERGROUND PIPING**

1. Contractor shall maintain a file of material certificates of compliance of all materials or components used in fabrication of piping covered by this Specification. This file shall be shipped to Owner after all piping has been shipped.

B. Field Tests

1. Tests shall be performed by the Contractor as specified herein.
2. Detailed testing requirements are specified in Section 3.3Q, "Leak Testing (Hydrostatic Testing)".

C. Examination

1. Locate pipe routing shown on drawings and verify routing to be free from interference with structural, mechanical, and/or electrical features prior to installation. Notify Owner immediately of any potential routing problems.
2. Verify trenches are excavated to the lines and grades as shown on the attached documents. There are conduits known to cross the routing of the 12" line at an elevation high enough to all for pipe routing, but care must be taken to locate these conduits and excavate without damaging them.
3. Prior to installation, the pipe penetrating the manhole and the valve chamber shall be inspected to determine if it can be removed without damaging the manhole or valve chamber. Based on results of this examination determination about need to replace these sections will be made by the Owner.
4. All pipe coatings shall be tested as per Section-5 of AWWA C203/ C116 / C209/ C210.

3.3 INSTALLATION

A. General

1. Installation shall include receiving, storing, uncrating, moving from storage, rigging, setting in place, aligning, welding, bolting, cleaning, and all other work necessary for complete installation of piping shown on the attached documents.
2. Receipt, storage, handling, and maintenance of all piping shall be in accordance with the Contractor's standard procedures, and the Manufacturer's recommended practices.
3. Protective devices and coatings applied by the pipe fabricator and the manufacturers of valves and piping specialties shall not be removed until each piping section, valve, and piping specialty is ready for installation.
4. Contractor shall exercise particular care to prevent the entry of loose welding metal, welding rods, debris, and other materials into piping during installation.
5. Contractor shall provide filler gaskets wherever flat faced flanges are mated to raise faced flanges at any piping or equipment connection that could be damaged by over-tightening.
6. Contractor shall furnish all required welding rods, backing rings, consumable inserts, welding gases and supplies, bolting materials and gaskets for joining all types of piping joints.
7. Types of joints shall be as specified on the attached documents.
8. Contractor shall furnish flange insulation kits where indicated on the attached documents and whenever joining pipes of dissimilar metals. Flange insulation kits shall be Type E or Type F as manufactured by Maloney Pipeline Products or Owner approved equal.
9. Pipe shall not be laid in water and shall be internally and externally dry during all assembly work.

**SPECIFICATION MS-001
UNDERGROUND PIPING**

10. All pipe lines shall be accurately set in place to meet all work points indicated on the attached documents. All work shall be erected square, plumb, straight, true, and accurately fitted.
11. All non-metallic piping shall be designed and installed in accordance with the Manufacturer's installation procedures.
12. Special care shall be taken to prevent contamination when de-watering, cutting into, and making connections with existing water lines. Trench water, mud, or other contaminating substances shall not be permitted to enter the lines. The interior of all pipes, fittings, and valves installed in such connections shall be thoroughly cleaned.
13. Cutting of pipe for closure pieces, installation of valves or fittings, or for any other reason shall be done without damage to the pipe so as to leave a smooth cut end at right angles to the axis of the pipe. All cutting of pipe shall be done by means of mechanical pipe cutters.
14. The interior of all pipe and fittings shall be thoroughly cleaned of all foreign matter before being installed and shall be kept clean until the work has been accepted. All lumps, blisters, and excess pipe coating shall be removed from exterior and interior surfaces and such surfaces shall be wire brushed (where applicable) and wiped clean and dry, free from oil and grease. All joint contact surfaces shall be clean when the joint is made. Joints shall be made in accordance with the requirements of the applicable codes and standards specified in Section 4.2 and in accordance with the manufacturer's requirements.
15. Coated piping shall be handled appropriately to prevent damage to the coating. Coatings shall be inspected after installation, before covering, and repaired where required. Coatings shall be completed at joints where required.
16. During installation, each pipe and fitting shall be inspected for defects. Cast iron pipe shall be rung with a light hammer to detect cracks. Any defective pipe or fitting shall be rejected and removed from the site of Work.
17. Valve boxes shall be set plumb. Each valve box shall be placed directly over the valve wrench nut it serves and set to pavement grade, ground surface, or other elevation as may be required. After being placed in proper position, earth shall be filled in the trench in loose layers not to exceed six (6)-inch un-compacted thickness and thoroughly compacted by tamping with mechanical tampers around the box for the full depth of the trench back-fill, and for a distance on each side of the box of not less than four (4) feet at the top of the pipe and not less than two (2) feet measured at the top of the trench prior to water settlement of adjacent trench back-fill.
18. Installation of valves and accessories shall be in accordance with the attached documents and manufacturer's instructions and recommendations. Valves shall be checked for freedom of movement of moving parts prior to installation and prior to backfill. Contractor shall lubricate valve operators.
19. All potable water and sanitary sewer piping shall be installed in accordance with the requirements of the local plumbing codes, and the State of California Codes and Standards.
20. All underground carbon steel piping shall be installed with adequate protective coating such that a cathodic protection system is not needed.

B. Hazard Tape

1. Install hazard tape on top of all underground piping at the time of backfilling of trenches. Tape shall be located below finished grade as shown in City of Ukiah Standard Dwg 320 in section 4.4.
2. Tape shall be detachable triple-laminate consisting of aluminum foil, polyester film and polyethylene. Tape shall be 6" wide and legend shall be "CAUTION CAUTION CAUTION / BURIED PIPE BELOW".

**SPECIFICATION MS-001
UNDERGROUND PIPING**

C. Additional Installation Requirements for Buried Plastic Pipe

1. The installation of plastic pipe shall be strictly in accordance with the vendor's technical data and printed instructions. Fusion welding of HDPE pipe and fittings shall be made using procedures and equipment recommended and approved by the pipe/fitting manufacturer.
2. HDPE welders shall be trained by the manufacturer's factory or representatives in the manufacturer's recommended procedures.
3. HDPE butt fusion trial tests shall be preformed at the start of each day in accordance with the manufacturer's procedures and recommendations.
4. Installation of valves and fittings shall be in accordance with Vendor's instructions. Particular care shall be taken not to over stress threaded and bolted connections.
5. Where plastic pipe (when called out on attached documents) passes through wall sleeves, the space between the pipe and sleeve shall be sealed with a mechanical sealing element. Mechanical seals shall be modular, adjustable, bolted, mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. The seal shall be rated by the Vendor for a minimum of 40 feet of head.
6. Where plastic pipe passes through a wall, vault, manhole wall or similar structure where no pipe sleeve is specified, the pipe shall be restrained from axial movement. Axial movement shall be restrained by use of thrust blocks or ring anchor fittings (cast into concrete wall) as appropriate.
7. All plastic pipe to metal pipe connections shall be made using flanged connections or by mix flange adapter fitting. Metal piping shall not be threaded into plastic fittings, valves, or couplings nor shall plastic piping be threaded into metal valves, fittings or couplings. Only special thread adapters shall be used for threaded plastic pipe connections to other threaded devices.
8. Plastic pipe and/or fittings which may, accidentally or purposefully, be encased in concrete shall be wrapped with a minimum thickness of ½ inch of geotextile prior to encasement. Geotextile wrap shall extend ½ inch outside of concrete and shall cover the entire length of pipe and/or fittings within the concrete.
9. Connections to piping of differing systems and/or materials shall be made with flanges.
10. For butterfly valves, check operation of the valve and clearance of the disc to the pipe inside diameter prior to tightening the flange bolts. Check final operation of the valve after the flange is fully tightened. Correct any disc to pipe wall interfaces as recommended by the piping manufacturer by use of spacers and/or trimming the pipe inside diameter (to manufacturer's limit recommended).

D. Trench Excavation

1. Excavation shall be performed to the lines and grades indicated on the attached documents. Trench excavation shall be in accordance AWWA Manual M9. Open cut excavation shall be utilized unless trenches cannot be maintained in a safe and stable condition; in which case, temporary sheeting, designed by Contractor, or trench boxes shall be used. Excavation and access to excavated areas shall be done to ensure the requirements of OSHA, 29 CFR1926 Subpart P are met.
2. Backfill material shall be stockpiled at a sufficient distance from the sides of trenches to prevent overloading trench walls. Stability of trench excavation shall be the responsibility of Contractor.
3. Trenches for piping, unless otherwise indicated on the attached documents, shall be a minimum of one foot wider than the outside diameter of pipe, on each side, for a total width of the outside diameter plus two feet.

**SPECIFICATION MS-001
UNDERGROUND PIPING**

4. Width of the trench shall be such as to permit satisfactory joining of pipe and thorough tamping of bedding material under and around pipe.
5. After excavation to the elevations indicated on the attached documents is completed, Contractor shall compact the trench subgrade to the density specified herein, and shall perform compaction testing.
6. Soft material, organic material, or otherwise unsuitable subgrade, not conforming to the requirements specified herein, shall be removed to a depth determined by Owner, disposed as directed by Owner, and replaced, to required grade, with structural fill material compacted to the same degree as the remainder of the trench bottom. Under no circumstances shall pipe be installed in water. Pipe shall not be installed when, in the opinion of Owner, the trench conditions or weather are unsuitable for such Work. Contractor shall be fully responsible for the dewatering and drainage of trenches during construction.
7. If trenches are to be excavated through existing roadways or other paved areas, Contractor shall remove all pavement within the limits indicated on the attached documents. Requirements for road detouring shall be as indicated on the attached documents. Contractor shall provide any road construction required to facilitate such detours, and flagmen to expedite traffic through those detours.
8. If trenches are to be excavated below, or adjacent to, existing underground utilities or structures, Contractor shall provide adequate protection to prevent damage of these utilities or structures. Existing utilities that will span the open trench after the excavation proceeds below the bottom of such utilities shall be securely supported by straps, hangers, or other devices.
9. All excavated material shall be transported to stockpile areas designated by Owner. Excess excavated material, and material not suitable for use as fill and backfill, shall be stockpiled in separate areas. Final disposal shall be the responsibility of the Contractor.

E. Trench Backfilling

1. Bedding material, for piping to be supported on subgrade, shall provide a firm and stable foundation, of uniform density, throughout the entire length of pipe. Material shall be size # 57, determined in accordance with ASTM D422.
2. Rock, hard pan, or other unyielding material encountered in the pipe trench shall be removed for a depth of not less than six inches below the bottom of pipe trench and a width of not less than six inches on each side of the external diameter of the pipe, and replaced with bedding material.
3. Bedding material shall be of the thickness indicated on the attached documents. Compaction shall be in accordance with the requirements specified herein. Material shall be accurately shaped for the pipe to be bedded in it.
4. After installation of pipe and inspection and approval by Owner, trench shall be backfilled in accordance with City of Ukiah standard dwg 320, section 4.4. Ensure that bedding material and backfilling for non-metallic pipe meets the manufacturer's installation procedures.
5. Backfill up to the springline of the pipe shall be placed in layers of not more than six inches loose thickness, and shall be brought up evenly on both sides of the pipe. Each layer of backfill shall be compacted to the density for structural fill specified herein.
6. Above the springline, up to one foot above the crown of the pipe, backfill shall be placed as specified herein evenly on both sides of the pipe, and compacted to the density specified for structural fill specified herein.
7. Backfill for the remainder of the trench shall be compacted as specified in section 4.4. Controlled fill and backfill shall be used as general site fill; structural fill and backfill shall

**SPECIFICATION MS-001
UNDERGROUND PIPING**

be used under all permanent construction (including roadways), in embankments, and within five feet of building walls.

8. Where trenches have been excavated through roadways or other paved surfaces, Contractor shall restore road subgrade and surface equal to the original condition. Gradation and compaction of subgrade backfill shall be as indicated on the attached documents.

F. Compaction Procedures

1. Method of compaction and type of equipment to be used shall be selected, by Contractor, to suit the accessibility of the area, the required degree of compaction, and the character and moisture content of the soil.
2. Loose thickness of each layer of fill shall not be more than nine inches; except, if hand-operated power tampers are used, layers shall have a loose thickness of not more than six inches. Static weight of hand-operated power tampers shall not be less than 100 pounds. Contractor may increase layer thickness if a testing program indicates that a thicker layer can be used and the specified compaction achieved. Contractor shall submit applicable test results. Contractor shall in no case use a layer thickness greater than 12 inches. Loose thicknesses shall be checked by Contractor during compaction operations. Each layer shall be uniformly spread, wetted, or dried near optimum moisture content for the required degree of compaction, as specified herein, and uniformly compacted by suitable compaction equipment.
3. If fill has not been sufficiently compacted, as determined by field density tests, compaction effort shall be continued and moisture content shall be adjusted to optimum, if necessary, until the specified compaction is obtained. If the density requirements cannot be complied with, the material shall be removed and disposed of at Contractor's expense.
4. At the end of each work day, the surface of the compacted fill shall be smooth graded and sloped to assure rain runoff and prevent formation of water pockets.
5. Sections of embankments or subgrade that have been damaged by Contractor's equipment shall be repaired and recompacted, by Contractor, in accordance with the requirements of this Specification.

G. Compaction Requirements

1. Fill and backfill materials consisting of cohesive soils, and cohesionless soils containing more than five percent fines (material passing No. 200 sieve in accordance with ASTM D1140), shall be compacted to not less than the density specified hereinafter, as a percent of maximum dry density determined in accordance with ASTM D1557.
2. Fill and backfill materials consisting of cohesionless soils containing five percent, or less, fines shall be compacted to not less than the density specified hereinafter, as a percent of the maximum index density as determined in accordance with ASTM D4253.

H. Moisture Content

1. Material for filling or backfilling shall have a natural moisture content, as determined in accordance with ASTM D2216, approaching the optimum moisture content for compaction. Contractor shall add water uniformly, by means of a distributor, to fill material deficient in moisture content for proper compaction. If the fill material is too wet, it shall be scarified or disked and aerated until the proper moisture content is attained. With the approval of Owner, drier soil may be blended with overly moist soil to achieve a moisture content suitable for compaction.

**SPECIFICATION MS-001
UNDERGROUND PIPING**

I. Tolerances

1. The surfaces of excavated, filled, or backfilled areas for structures and other installations, as indicated on the attached documents, shall not vary by more than 0.10 foot from required grade and cross section.

J. Reaction Anchorage and Blocking

1. Concrete reaction (thrust) blocking and anchorage shall be provided for all buried yard pressurized water piping systems made up of “push on” or “mechanical type” joints and for all at the base of any long vertical risers. The attached drawings in section 4.7 shall be used for location and sizing of thrust blocks.

K. Pipe Coating and Wrapping

1. All underground carbon steel piping shall be shop coated with a 100 percent solid, thermosetting, fusion-bonded, dry powder epoxy coating.
2. All surface irregularities, welds and weld spatter should be ground smooth to a 1/8 in. (3.18 mm) radius. All surfaces should be blasted to near-white metal in accordance with Steel Structures Painting Council Surface Preparation Specification SSPC-SP10 or NACE No. 2 near-white finish.
3. Apply coating by the fluidized bed process to a thickness of not less than 30 mils. The parts should be heated and cured in accordance with the manufacturer’s specifications.
4. The coating should be pinhole-free and tested with a low voltage, wet sponge holiday detector. All pinholes should be marked, repaired and retested to insure a pinhole-free coating.
5. For piping subject to operating temperatures below 150°F, use Polyken Line Travel Coating System or equal. For higher temperatures up to 250°F, use Polyken GO Coat 250 System or equal.

L. Field Welding of Epoxy Coated Pipes

1. The shop applied coating cutback of epoxy coated pipe is normally adequate to prevent any welding difficulties. Drape an 18” strip of fire retardant mating or cloth over the top and each side of the weld to prevent spatter burning through the coating. Precautions should be taken to ensure ventilation is adequate during welding.

M. Field Cutting

1. When field cutting, the epoxy coating will carbonize or char about 2-3 inches back from cut. Emissions from the coating are no more toxic than those given off during the welding procedure, however, precautions should be taken to ventilate the area, especially during tie-ins where there is very little air movement at the bottom of the trench. Epoxy has a “sweet” smell when it chars, which may be objectionable to some welders.

N. Joint Epoxy Coating

1. Epoxy coating can be applied to the weld area in the field using the process of black clearing, induction heating and powder coating. Field welds can also be protected with all commercially available joint coatings – tapes, mastic, shrink sleeves and liquid epoxy

SPECIFICATION MS-001 UNDERGROUND PIPING

coatings. Consult the manufacturer or its coating applicator for more information about coating field welds.

2. The joint area should be cleaned in accordance with the joint material manufacturer's recommendations. Care should be taken to remove all charred or carbonized resin from the joint area. Since factory applied epoxy is hard and smooth, it should be lightly abraded about 2"-3" on either side of the weld to provide a good bonding surface for the joint coating material.

O. Field Repairs

1. All areas of damage in the epoxy coating should be repaired. Before application of the repair material, remove oil, grease, oxidation or other contaminants using a suitable solvent. The coating in the immediate damage area should also be roughened or lightly abraded to maximize adhesion of the patch.

P. Field Painting

1. All underground galvanized carbon steel and stainless steel piping shall be coated and wrapped per Appendix IV - B31.1 Piping Code or AWWA C209.
 - a. After wrapping operations have been completed, Contractor shall conduct an electrical inspection of all wrapped surfaces with an electrical holiday detector as set forth in Section 6 of AWWA 203.
 - b. The exterior surfaces at the pipe joints shall be the same materials as used for the shop lining and coating of the pipe.
2. No coating shall be applied within 4 inches of field weld connections. Fusion bonded epoxy may be field applied on external field joints using induction heat. Alternative joint coatings using hot applied tape, cold applied tape, liquid epoxy, or heat shrinkable coatings in accordance with AWWA C203, AWWA C209, AWWA C210, AWWA C216, AWWA C217 may be agreed by the Owner.

Q. Leak Testing (Hydrostatic Testing)

1. Leak testing of piping shall be performed in accordance with the requirements of the applicable piping classification and/or local codes. Test pressures shall be based on the Design Conditions specified in Attachments Section 4.2 – Piping class sheet.
2. Leak testing (both hydrostatic and pneumatic testing) of piping shall be performed in accordance with the requirements of Chapter VI of ASME B31.1 or AWWA, as applicable. Piping for water systems having design pressure of 30 psig and greater or subject to vacuum conditions shall be hydrostatically leak tested.
3. All permanent pipe hangers and supports shall be installed before filling piping with water for hydrostatic testing.
4. All piping system restraints, including thrust blocks, shall be installed before test pressures are applied. If testing of an uncompleted system is necessary, temporary restraints shall be required.
5. Conduct hydrostatic tests on buried piping before the trenches have been backfilled. Contractor may, if field conditions permit it, if approved by the Owner, partially backfill the trench and leave the joints open for inspection and conduct an initial service leak test. Buried piping that is to be pneumatically tested shall have joints exposed for the acceptance test.

**SPECIFICATION MS-001
UNDERGROUND PIPING**

6. All water used for hydrostatic testing shall be potable water unless allowed or directed otherwise by Owner.
7. Piping shall be leak tested before being insulated. Testing of pipe with concrete thrust blocking shall not be performed until the concrete has cured at least twenty-four hours.
8. HDPE underground piping shall be pressure tested at the test pressure of 1.5 times the design pressure indicated in Section 4.2. Time duration shall be in accordance with manufacturer's recommendations.
9. All leaks detected during testing shall be repaired as required at no additional cost to Owner and that portion of the system or the entire system, if isolation of the section is not possible, shall be completely retested. Caulking of pipe joints to remedy leaks will not be permitted.
10. All necessary preparations shall be taken prior to hydrostatic testing to ensure that all joints are exposed.
11. Hydrostatic testing water temperature shall not be less than 70 degrees F for all carbon steel and ferritic alloy steel piping 6 inches and larger nominal size with wall thickness greater than 5/8 inch.
12. Coated and wrapped piping shall be leak tested prior to application of coating and wrapping of field joints and/or fittings.
13. After leak testing and before burying, coated and wrapped piping shall be subjected to holiday testing in accordance with applicable piping specifications. The complete area of the pipe shall be tested, whether the coating is shop or field applied. Contractor shall repair and retest all unacceptable areas attributable to installation at no additional cost to Owner.
14. Each leak test performed shall be recorded and documented in the conformed copies of form MT-1 "HYDROSTATIC OR PNEUMATIC LEAK TEST."

R. Confined Space

1. Contractor is required to have a written program in place to safely access any confined spaces associated with this work. Program should be consistent with the requirements of OSHA 29 CFR 1926 Subpart AA, including employees training and record-keeping.

**SPECIFICATION MS-001
UNDERGROUND PIPING**

PART 4 - ATTACHMENTS

4.1 SCHEDULE FOR SUBMISSION OF DRAWINGS AND DATA

	Document	Schedule	Action
<i>With Bid</i>			
	Not Applicable		
<i>After Award of Contract</i>			
	Project Drawing Markups Showing Actual Location and Details of Piping Installation and Location of Other Underground Installations in Area of Excavation	UCW	I
	Confined Space Program Procedures	7 DAAC	I
	Piping Material Data	7 DPRF	R
	Valve Mfr Data including Mfr, Model No and Serial No.	7 DPRF	R
	Test Results	UCW	I
LEGEND R – Submit for review DAAC Days after Award of Contract DPT Days prior to test DATC Days after test completion I – Submit for Information DPRF Days prior to release for fabrication DPS Days prior to shipment UCW Upon completion of work			

**SPECIFICATION MS-001
UNDERGROUND PIPING**

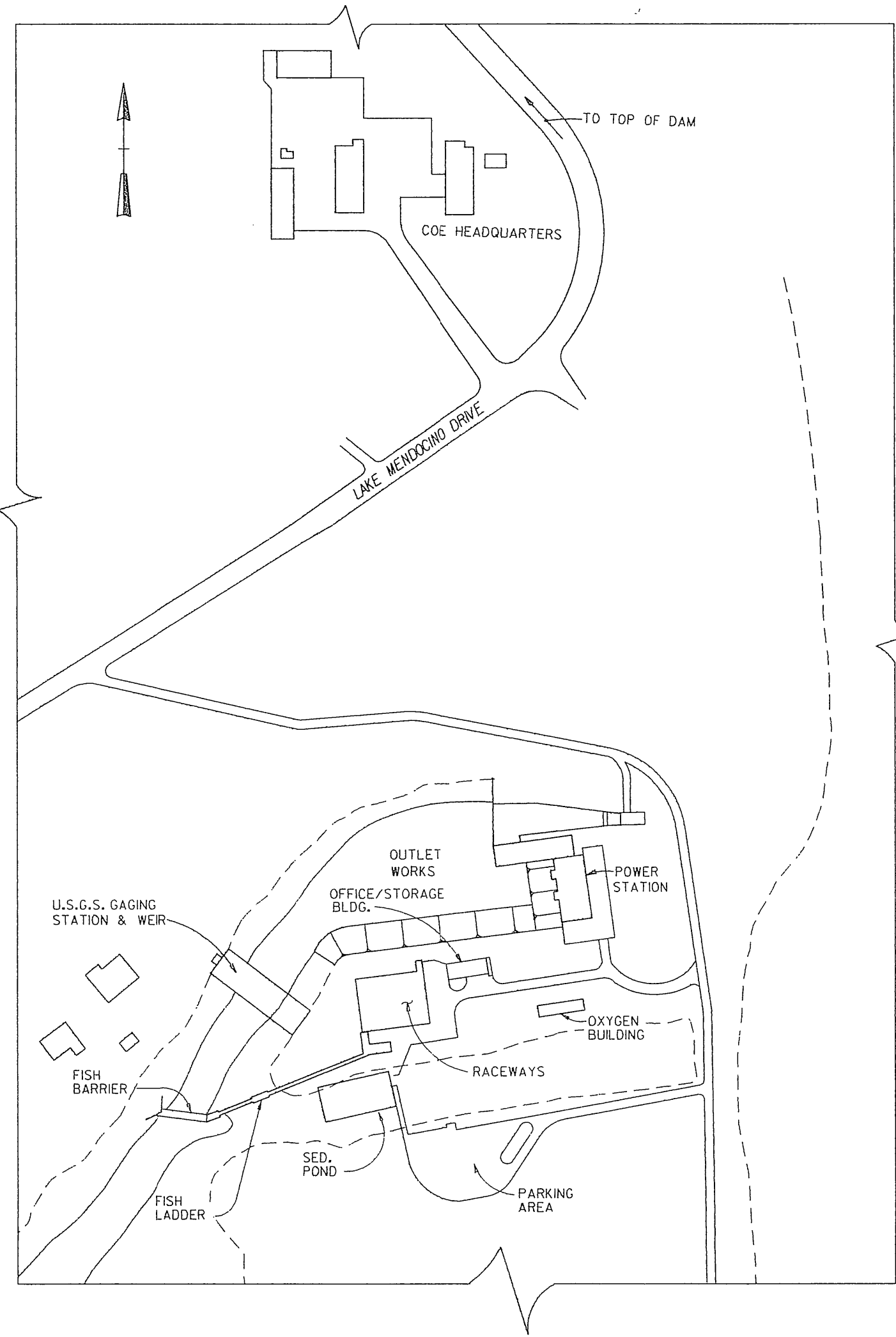
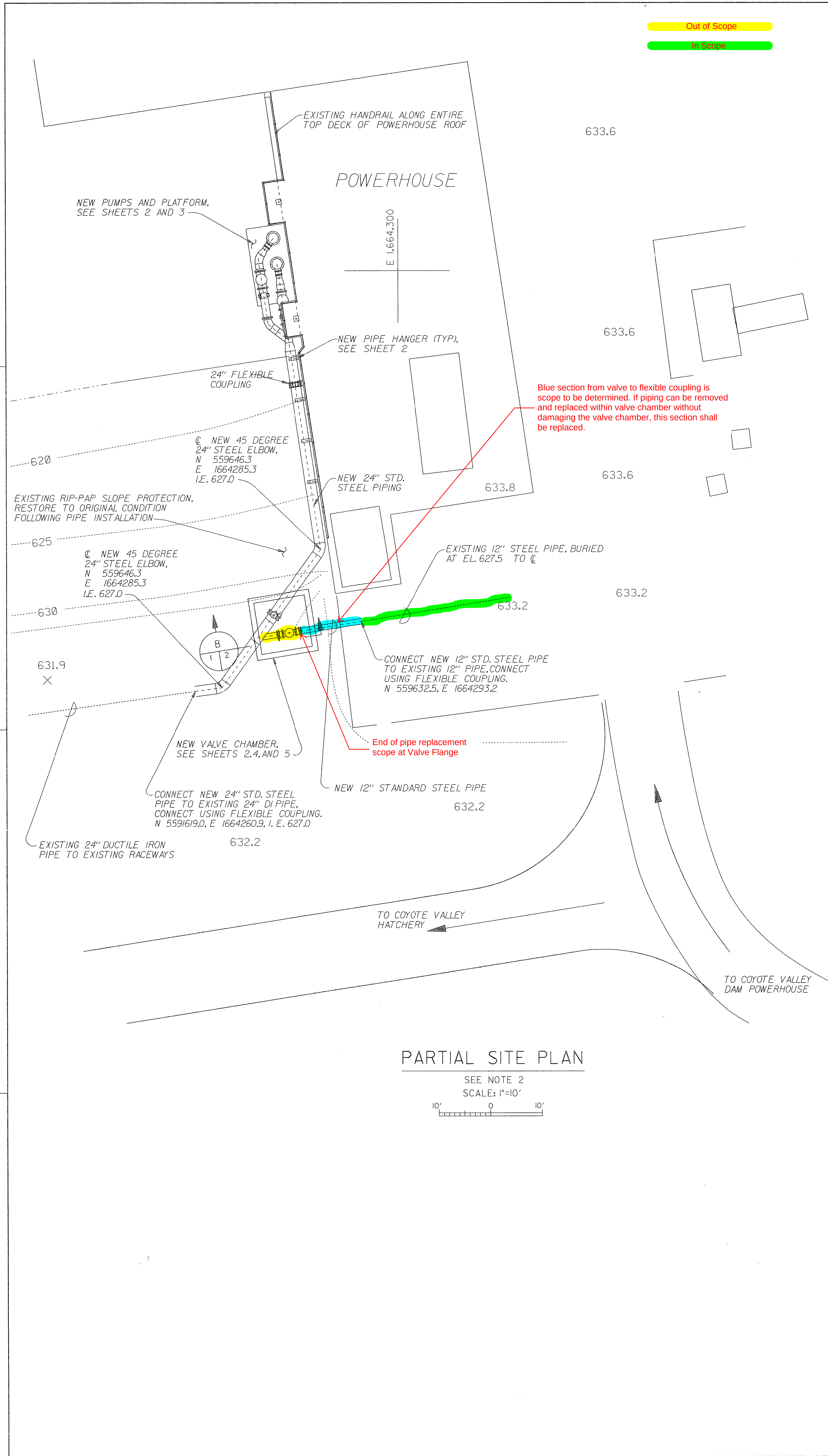
4.2 PIPING CLASSIFICATION SHEET

						MATERIAL SPECIFICATION		OHA	REV 1
						PIPE			
1	10.01.10	EAP	SMB	STH		High Density Polyethylene (HDPE): ASTM D3350, CL 150, SDR 11 IPS, FUSION WELD			
0	12.02.05	STH	SMB	STH					
REV	DATE	DSGN	CHK	APPD	ENGINEERING STANDARD			SHEET 1 OF 1	

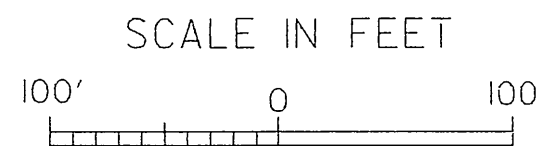
DESIGN PRESS. (PSIG)	100								
DESIGN TEMP. (°F)	100								
DESIGN PRESS. (BARG)	7								
DESIGN TEMP. (°C)	38								
DESIGN CODE(S)	ASME B31.1 - NON-BOILER EXTERNAL PIPING (2009) ASME B31.3 - NORMAL FLUID SERVICE PIPING (2008) AWWA C906 – POLYETHYLENE (PE) PRESSURE PIPE AND FITTINGS, 4” THROUGH 63” FOR WATER DISTRIBUTION AND TRANSMISSION (2007)								
SIZE RANGE	NPS 2 (DN 50) thru NPS 4 (DN 100) IPS				NPS 6 (DN 150) thru NPS 24 (DN 600) IPS				
PRIMARY JOINT TYPE	Socket Fusion				Butt Fusion				
PIPE	ASTM D3350 PE3608 SDR11, PE DriscoPlex 4100 Series				ASTM D3350 PE3608 SDR11, PE DriscoPlex 4100 Series				
FITTINGS									
Couplings, Tees, Ells, Reducers, etc.	ASTM D3350 PE3608, SDR11, Molded for socket fusion DriscoPlex 4100 Series IPS				ASTM D3350 PE3608, Fabricated or Molded for butt fusion. DriscoPlex 4100 Series IPS See Additional Requirements				
Adapters	Submit for approval				Submit for approval				
Unions	N/A				N/A				
FLANGES	ASTM D3350 PE3608 SDR11, Molded or Fabricated Flange Adapter w/ ASTM A536 Backing Ring, ASME B16.5 CL150 DriscoPlex 4100 Series IPS				ASTM D3350 PE3608 SDR11, Molded or Machined Flange Adapter w/ ASTM A536 Backing Ring, ASME B16.5 CL150 DriscoPlex 4100 Series IPS				
BRANCH CONNECTIONS									
Straight	Straight Tee: Match fittings				Straight Tee: Match fittings See Additional Requirements				
Reduction	Reducing Tee, Straight Tee w/ Reducer, Reducing Tee w/ Reducer				Reducing Tee, Straight Tee w/ Reducer, Reducing Tee w/ Reducer See Additional Requirements				
Stub-In	Prohibited				Prohibited				
BOLTING	ASTM A307 bolt and nut, galvanized								
GASKETS	ASTM D2000, 0.125 in (3.18 mm) thick Red Rubber, full face gaskets								
ADDITIONAL REQUIREMENTS 1. Fittings shall meet the piping system design pressure and temperature ratings. 2. Material cell classification 345464C, HDB-1600 PSIG @ 73°F (23°C) 3. Flat face flanges required for connection to all ductile iron, brass, non-metallic, or other flat face flanges. 4. Dimensional standard for HDPE piping shall be based on iron pipe size (IPS). 5. Color banding of HDPE shall comply with local authorities having jurisdiction. 6. Piping temperature limit of 140°F (60°C) is based on ASME/AWWA code requirements.									
NOTES 1. Pressure and temperature limitations are controlled by pipe SDR as defined by ASME B31.1. 2. Pipe wall thickness based on 0 in (0 mm) corrosion allowance. 3. This pipe material is not approved for potable water system or fire water system use. 4. Pressure Surge Allowance limited by AWWA C906 and manufacturers published limitations. 5. For clean water service only as defined in AWWA C906									

**SPECIFICATION MS-001
UNDERGROUND PIPING**

4.3 PIPING SCOPE DRAWINGS (Five Pages)

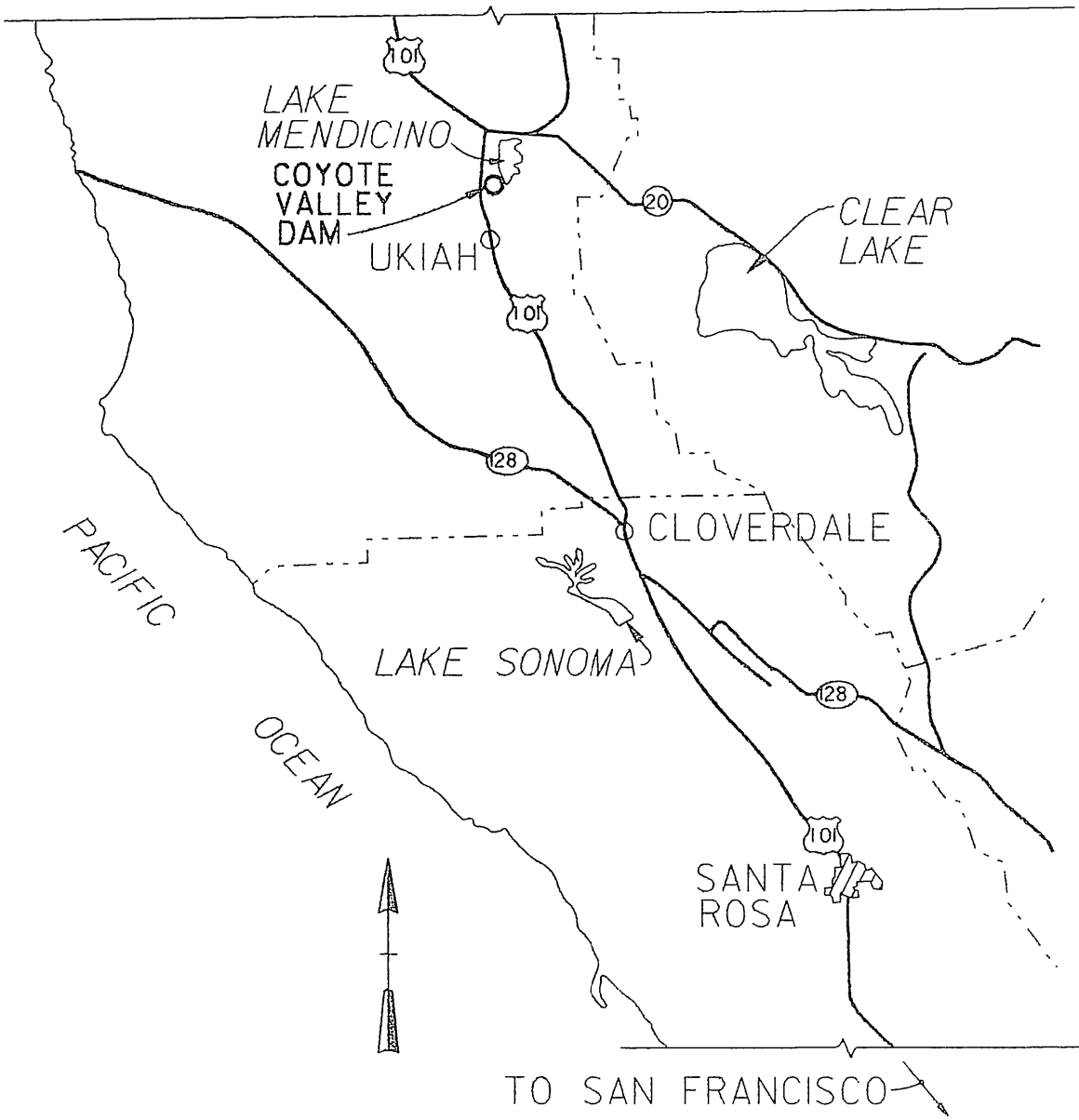


COYOTE VALLEY DAM VICINITY MAP

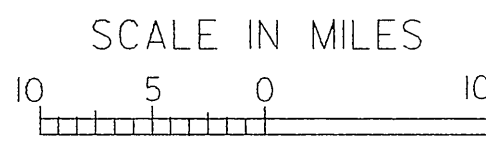


LIST OF DRAWINGS

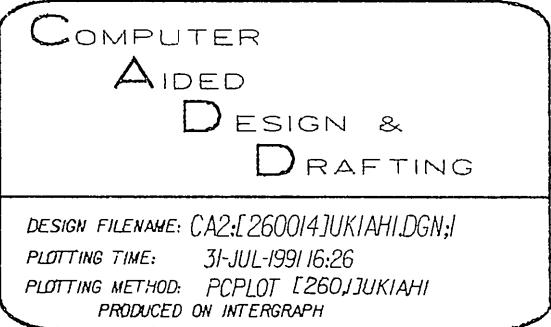
TITLE	SHEET NO.
LOCATION MAPS, PARTIAL SITE-PLAN AND LIST OF DRAWINGS	1
MECHANICAL-PLANS, SECTIONS, AND DETAILS	2
PUMP PLATFORM-PLANS, SECTIONS, AND DETAILS	3
VALVE CHAMBER-PLANS, SECTIONS, AND DETAILS	4
ELECTRICAL-PLAN, SCHEMATIC, AND DETAILS	5
MISCELLANEOUS UTILITIES	6
INFORMATION ONLY DRAWINGS	
POWER PLANT - GENERAL PLAN	7
POWER PLANT - PLAN & SECTIONS	8
POWER PLANT - CONCRETE OUTLINES	9
POWER PLANT - CONCRETE OUTLINES & SECTIONS	10



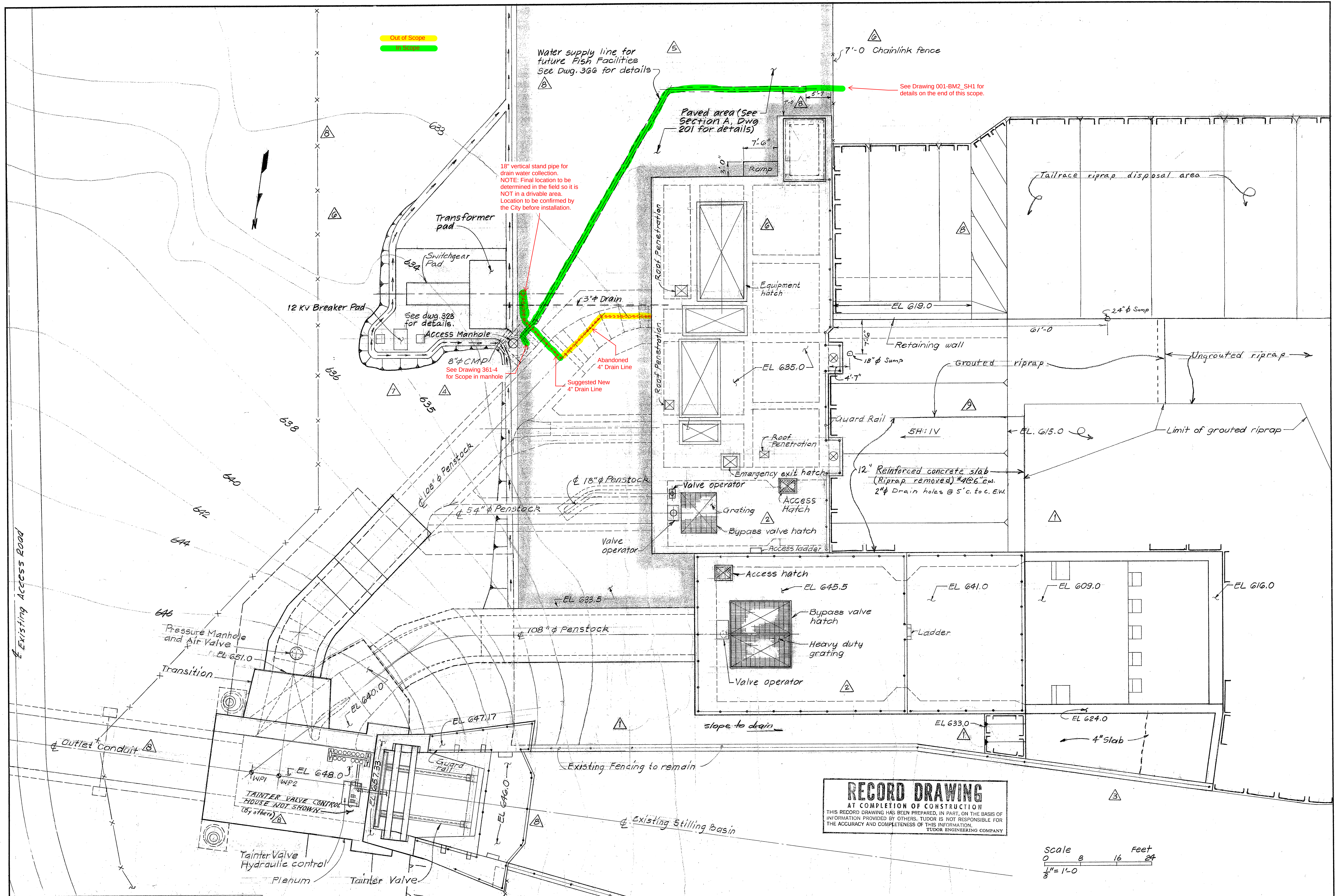
LOCATION MAP - NORTHERN CALIFORNIA



- NOTES:
- COORDINATES ARE APPROXIMATE, FIELD VERIFY.
 - SEE SHEET 6 FOR PARTIAL SITE PLAN SHOWING MISCELLANEOUS UTILITIES TO BE INSTALLED UNDER THIS CONTRACT.



DESIGNED: ROSS	MENDOCINO COUNTY COYOTE VALLEY DAM AND LAKE MENDOCINO PROJECT	CALIFORNIA
DRAWN: V. HENRY / ROSS	COYOTE VALLEY DAM FISH MITIGATION LOCATION MAPS, PARTIAL SITE PLAN AND LIST OF DRAWINGS	
CHECKED: V. HENRY	DATE APPROVED: 2 Aug. 1991	SCALE: SHEET 1 FILE NO. SPEC. NO.
SUBMITTED:		

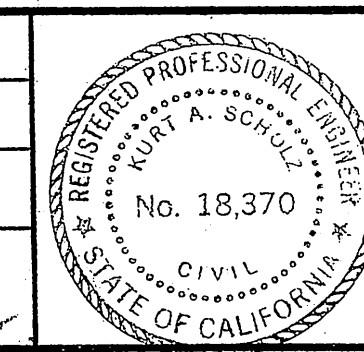


RECORD DRAWING
AT COMPLETION OF CONSTRUCTION
THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, ON THE BASIS OF
INFORMATION PROVIDED BY OTHERS. TUDOR IS NOT RESPONSIBLE FOR
THE ACCURACY AND COMPLETENESS OF THIS INFORMATION.
TUDOR ENGINEERING COMPANY

Scale
0 8 16 24
Feet
1" = 1'-0"

REV.	DATE	BY	SUB.	DESCRIPTION	APP.	REV.	DATE	BY	SUB.	DESCRIPTION	APP.
2-25-87	2-25-87	WVS	DAW	POST CONSTRUCTION TAILRACE MODIFICATIONS		5-16-85	5-16-85	SDV	WHP	Relocated transformer & switchgear pad	
2-23-87	2-23-87	AB	WVS	CONSTRUCTION RECORD - ENGINEER'S RECORDS		8-8-84	8-8-84	KH	WHP	REVISED AS PART OF C.O. 22	
3-28-86	3-28-86	AB	SDV	REVISED TO CONFORM W/ CHANGE ORDER 20-3		4-10-84	4-10-84	BC	WHP	REVISED FOR CHANGE ORDER NO. 9	
12-10-85	12-10-85	RW	SDV	ADDED 12 KV BREAKER PAD - CHANGE ORDER 20-2		1-20-84	1-20-84	DA	WHP	ELIMINATED CONCRETE KEYS AND PAD PER C.O. 5	
10-4-85	10-4-85	BC	ACL	ADDED FISH HATCHERY WATER SUPPLY LINE - C.O. 59							

DESIGNED
H. FOKORNY
DRAWN
A. BULSECO
CHECKED
U. LEMCKE
IN RESPONSIBLE CHARGE

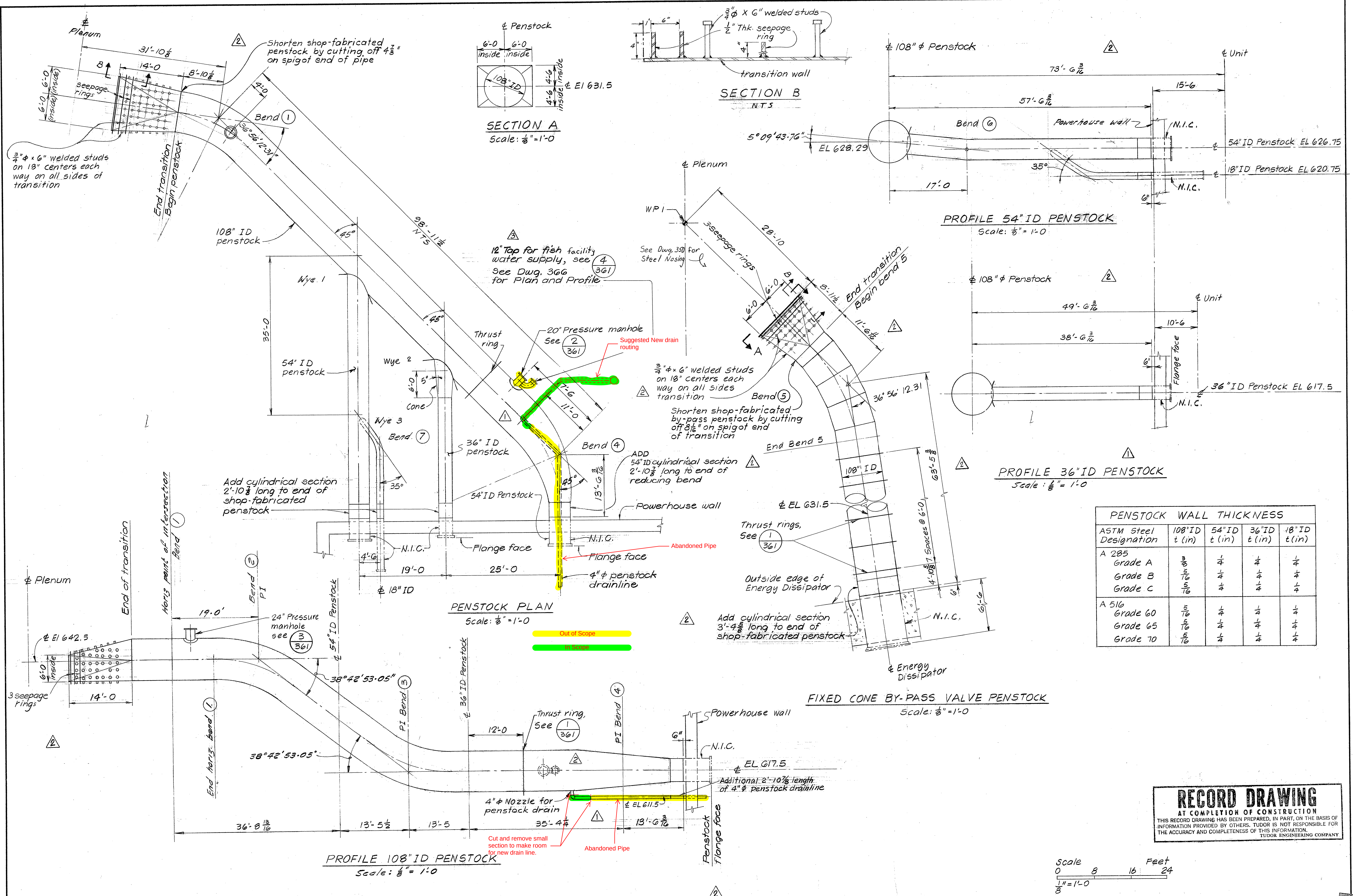


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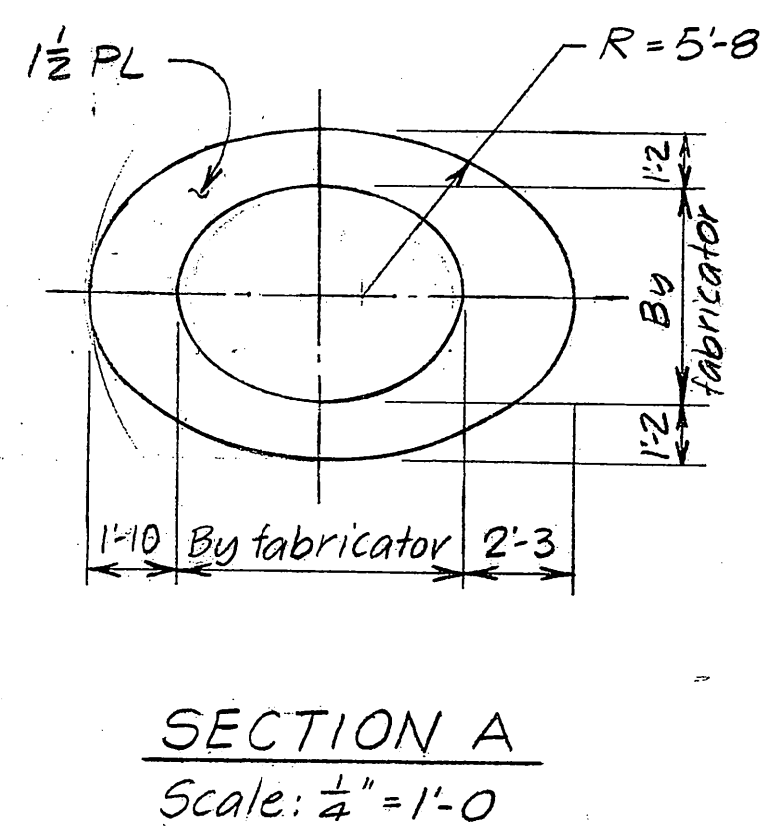
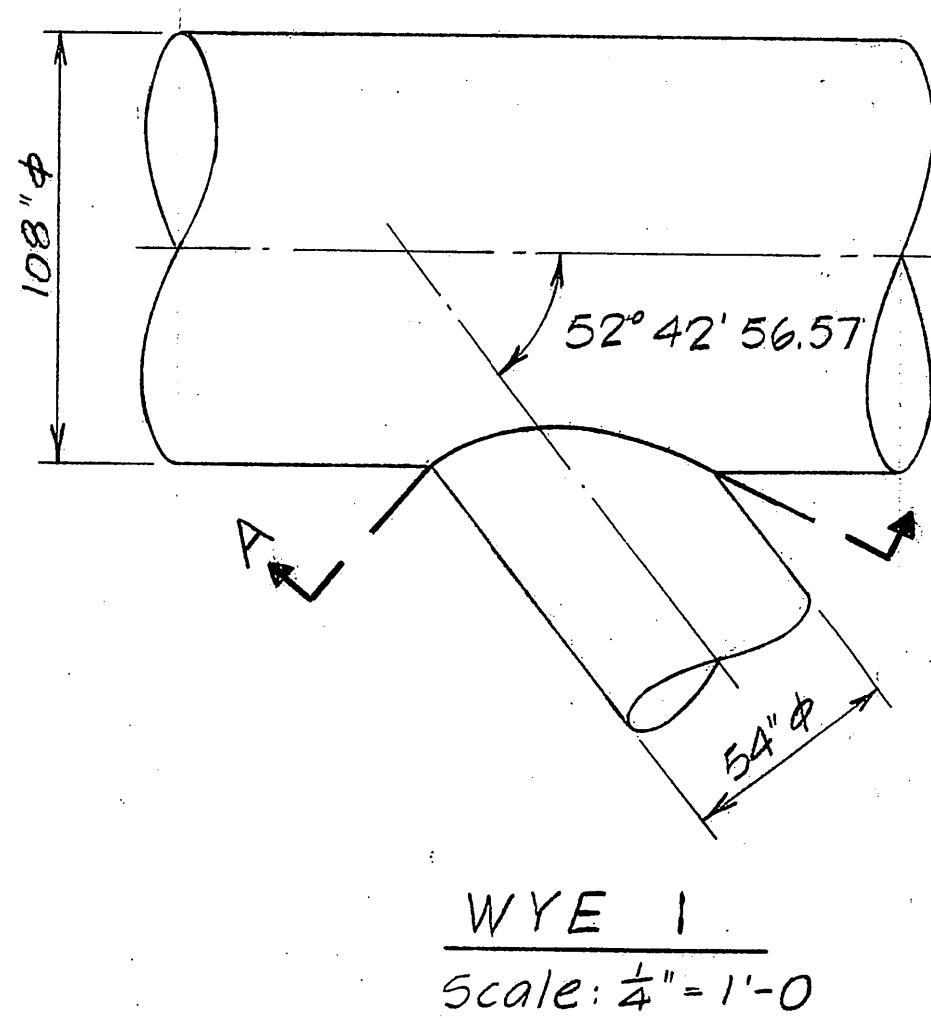
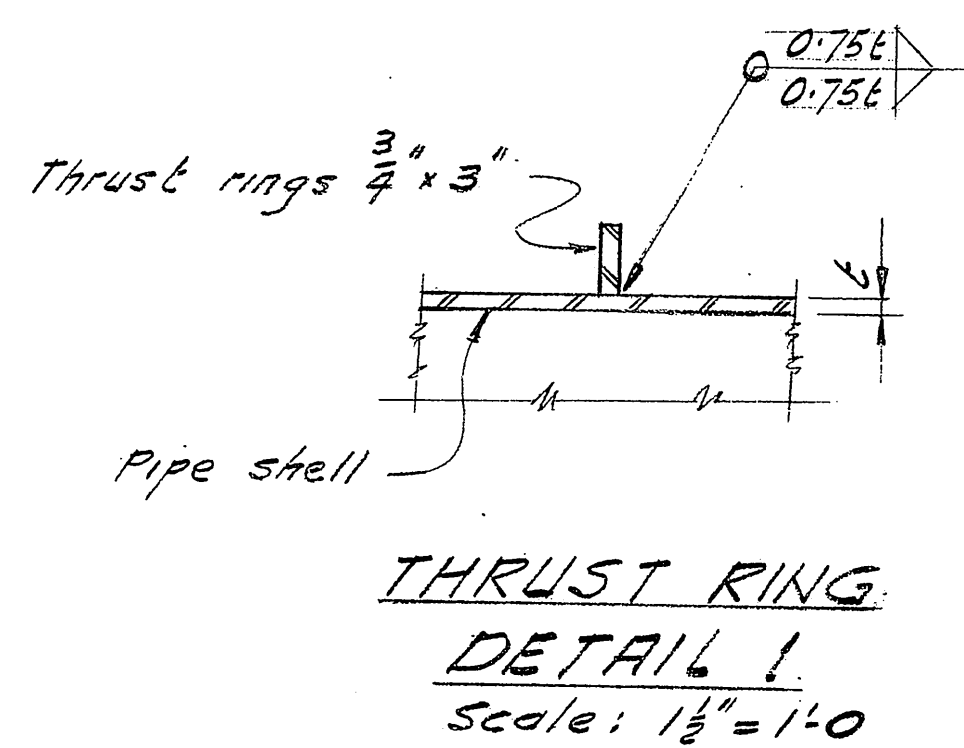
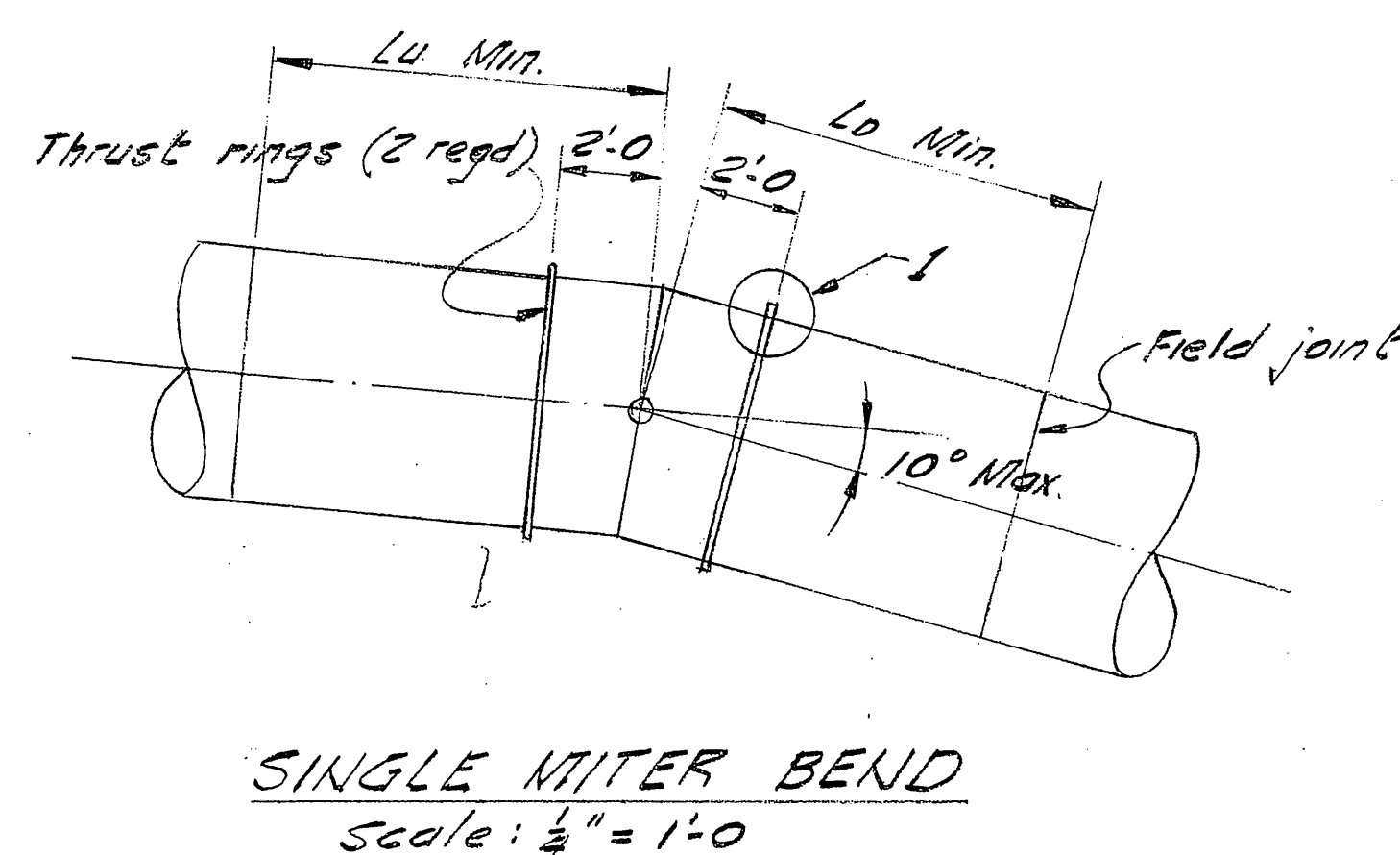
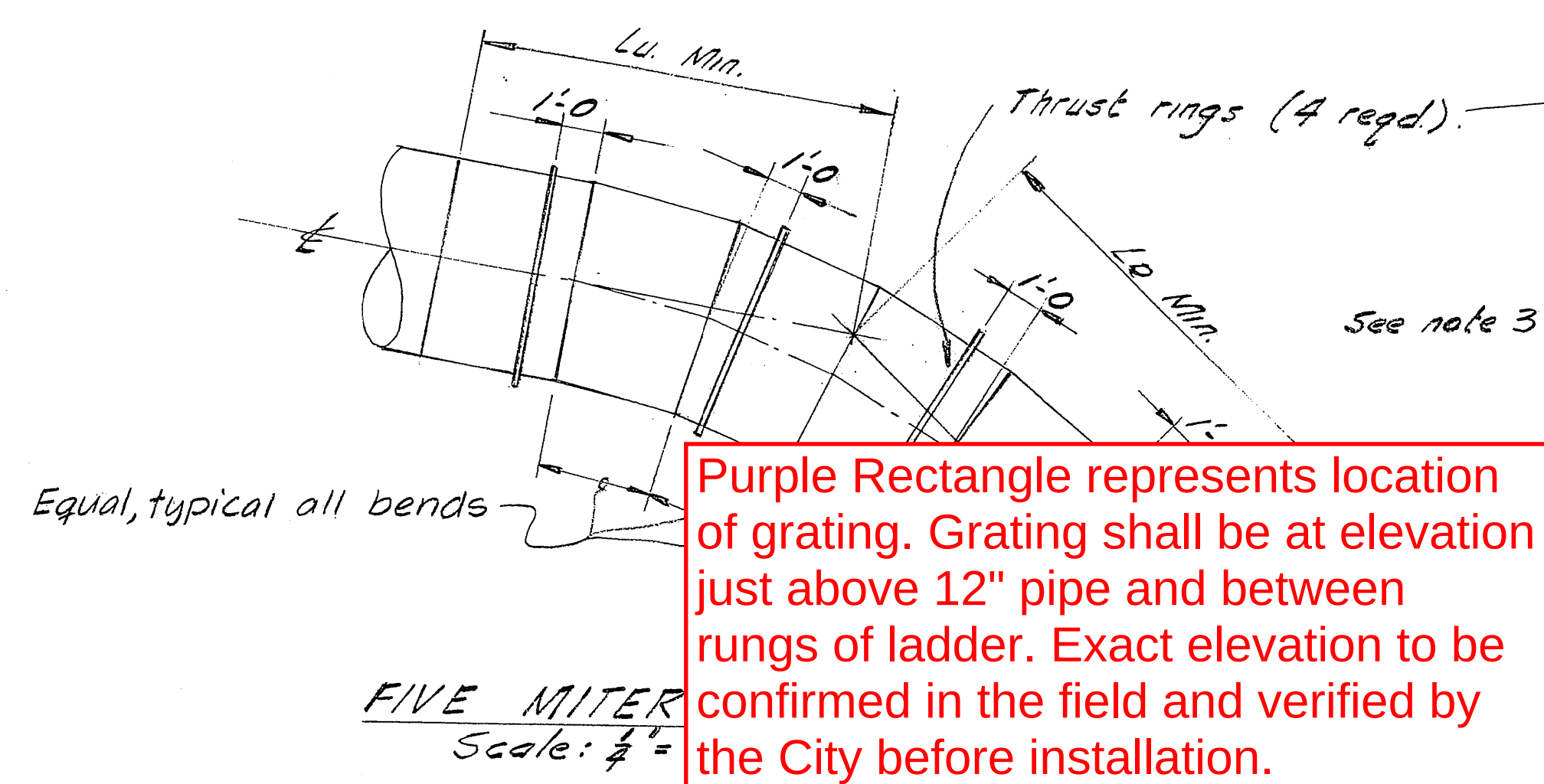
CONSULTING
ENGINEERS
AND
PLANNERS
CALIFORNIA

CITY OF UKIAH, CALIFORNIA
LAKE MENDOCINO POWER PROJECT
POWER PLANT
GENERAL ARRANGEMENT - PLAN

DATE
2 JUN 83
DRAWING NUMBER
301-9



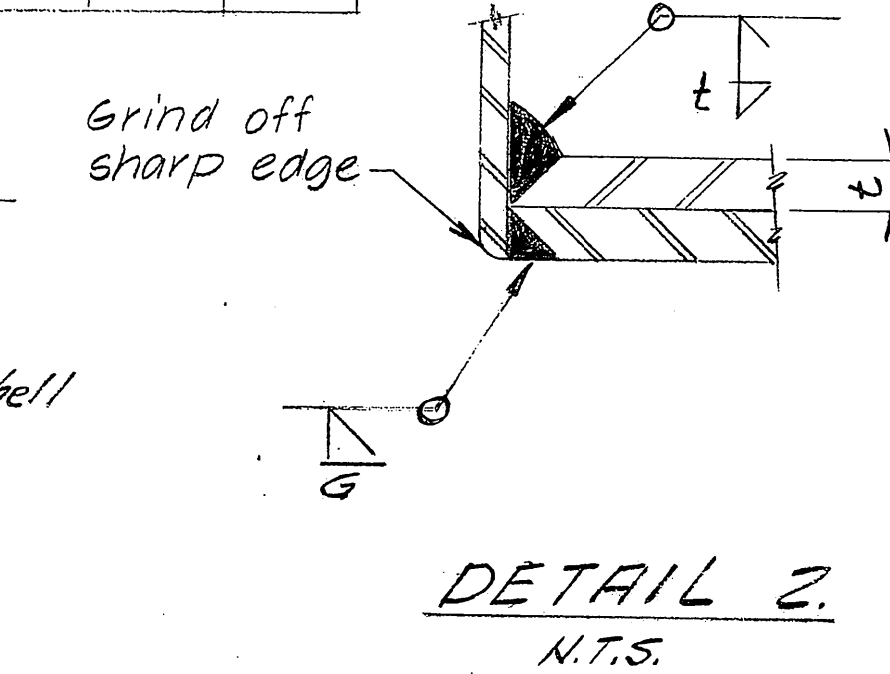
DESIGNED: A. LEA DRAWN: A. FEENEY CHECKED: C. KING IN CHARGE: [Signature]	DATE: 2-20-87 BY: [Signature] SUB: [Signature] DESCRIPTION: [Signature]	CONSTRUCTION RECORD REVISED FOR CHANGE ORDER 39 REVISED FOR CHANGE ORDER 37 REVISED FOR CHANGE ORDER 13	DATE: 2 JUN 83 DRAWING NUMBER: 360-4	TUDOR ENGINEERING COMPANY SAN FRANCISCO	CITY OF UKIAH, CALIFORNIA LAKE MENDOCINO POWER PROJECT PENSTOCK PLAN & SECTIONS
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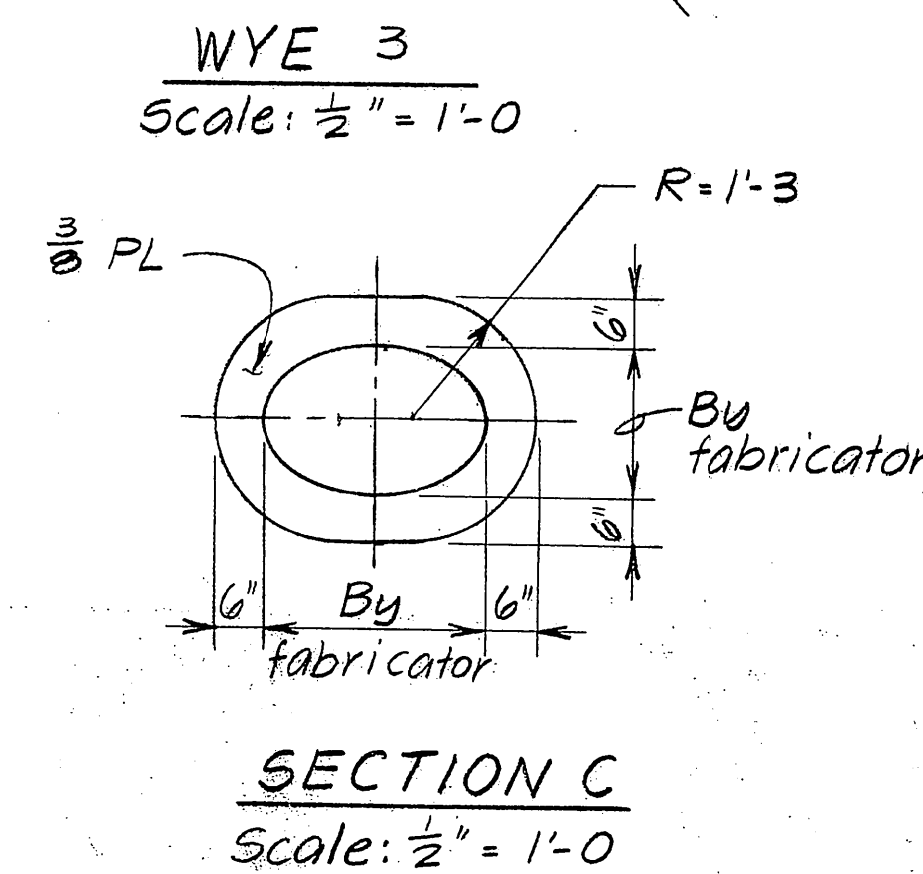
TYPICAL NOZZLE ASSEMBLY
N.T.S.

WYE 2
Scale: $\frac{1}{4}'' = 1'-0''$

Nominal Dia.	W.	T.
4"	2 1/2"	.337"
8"	4"	.375"



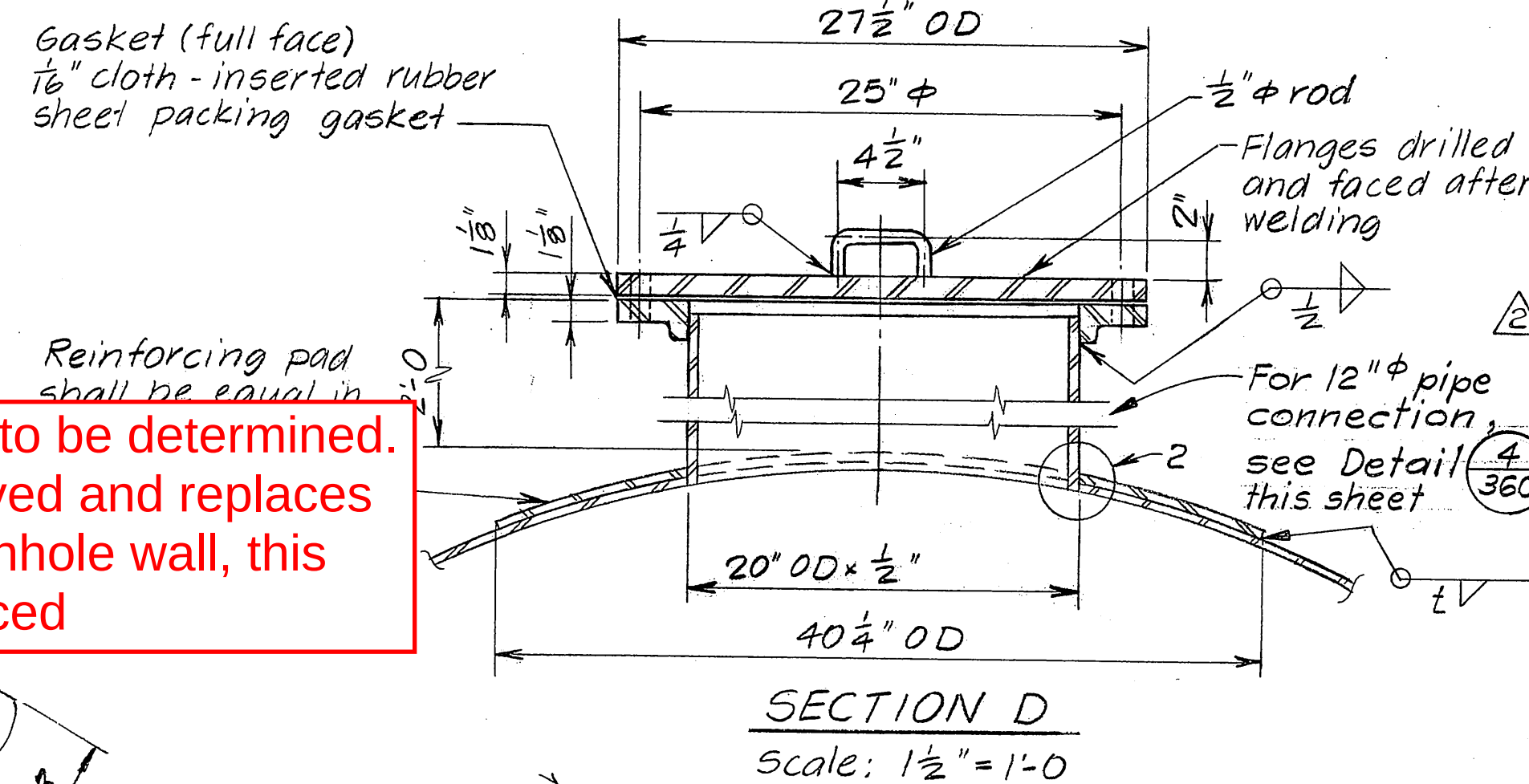
SECTION B
Scale: $\frac{1}{4}'' = 1'-0''$



Blue section is scope to be determined. If piping can be removed and replaced without damaging manhole wall, this section shall be replaced

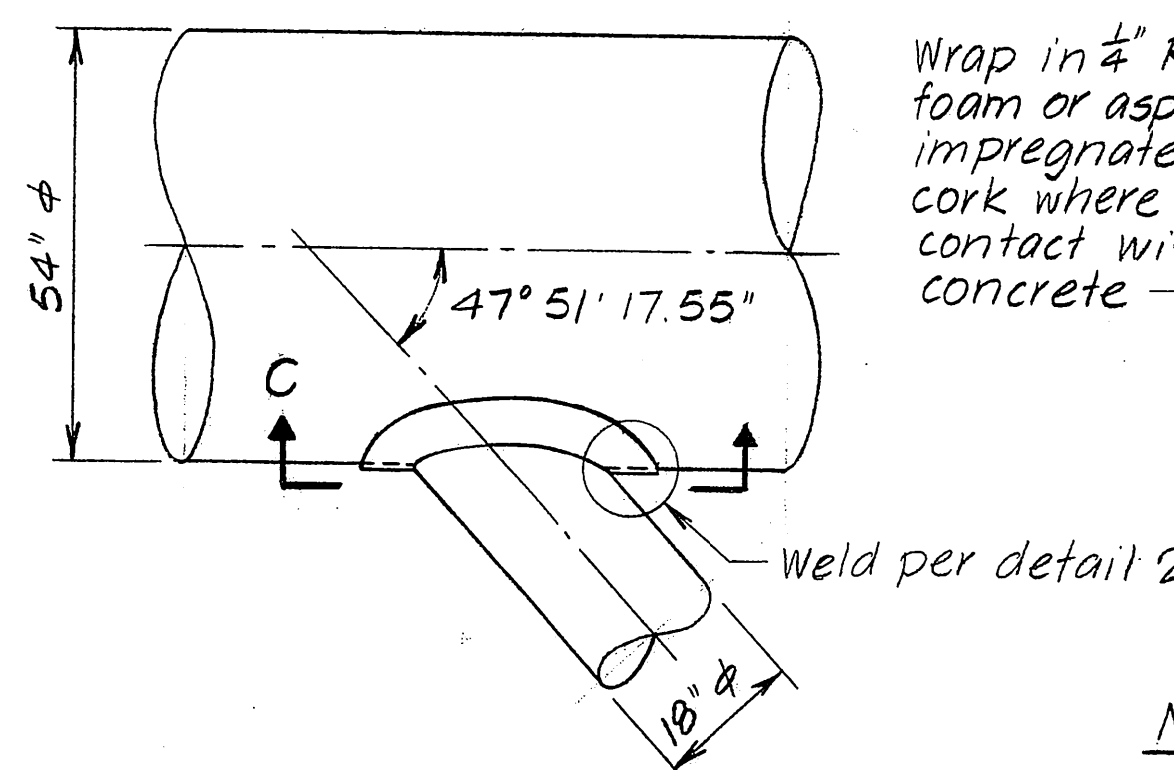
Purple Rectangle represents location of grating. Grating shall be at elevation just above 12" pipe and between rungs of ladder. Exact elevation to be confirmed in the field and verified by the City before installation.

See Drawing 301-9 for Scope outside of manhole



PLAN 20" MANHOLE DETAIL 2
Scale: $\frac{1}{2}'' = 1'-0''$

PLAN 24" MANHOLE DETAIL 3
Scale: $\frac{1}{2}'' = 1'-0''$



NOTES CONT.

- Wye branch and penstock reinforcement fabricated from same grade steel as penstock, See Dwg. 366.
- For Plan and Profile of Fish Hatchery Water Supply Line, see Dwg. 366.

RECORD DRAWING
AT COMPLETION OF CONSTRUCTION
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TUDOR ENGINEERING COMPANY

Scale 0 1 2 Feet
 $\frac{1}{2}'' = 1'-0''$
Scale 0 4 8 12 Feet
 $\frac{1}{4}'' = 1'-0''$

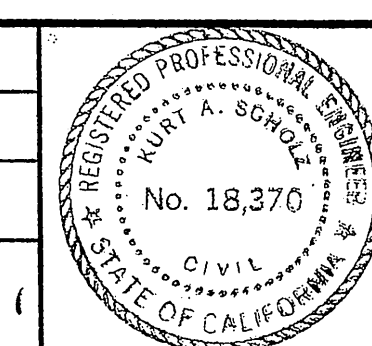
Scale 0 2 4 Feet
 $\frac{1}{2}'' = 1'-0''$

PENSTOCK SCHEDULE - BENDS

Bend No.	True Angle	DIMENSIONS						Remarks
		T	Lu	Ld	Dye	Dia.	R.	
1	36°56'12.31"	9'-0 1/2"	9'-3"	9'-3"	108"	108"	27'-0"	Horizontal bend
2	38°42'53.05"	9'-5 1/8"	9'-9"	12'-0"	108"	108"	27'-0"	Vertical bend
3	38°42'53.05"	9'-5 1/8"	9'-9"	12'-0"	108"	108"	27'-0"	Vertical bend
4	45°00'00"	10'-4 1/4"	13'-0"	10'-7 1/8"	108"	54"	25'-0"	Horiz. reducing
5	36°56'12.31"	12'-0 1/2"	12'-2 1/2"	15'-0"	108"	108"	36'-0"	Horizontal bend
6	5°09'43.76"	1'-0 3/8"	3'-0"	3'-0"	54"	54"	22'-6"	Vertical bend
7	47°51'17.75"	3'-3 3/8"	4'-0"	4'-0"	18"	18"	7'-6"	Compound bend

REV.	DATE	BY	SUB.	DESCRIPTION	APP.
1	20 FEB 87	DWS	dws	CONSTRUCTION RECORD	
2	8-19-85	BC		ADDED NOTE 5, REV WATERLINE DIM. C.O. 39	
3	7-9-85	KH	SDV	ADDED 12" TAP TO 20" MANHOLE - C.O. 37	
4	21 NOV 85	RW	A.L.	REVISED FOR CHANGE ORDER NO. 1	

DESIGNED	C. KING
DRAWN	A. FEENEY
CHECKED	A. LEA
IN CHARGE	

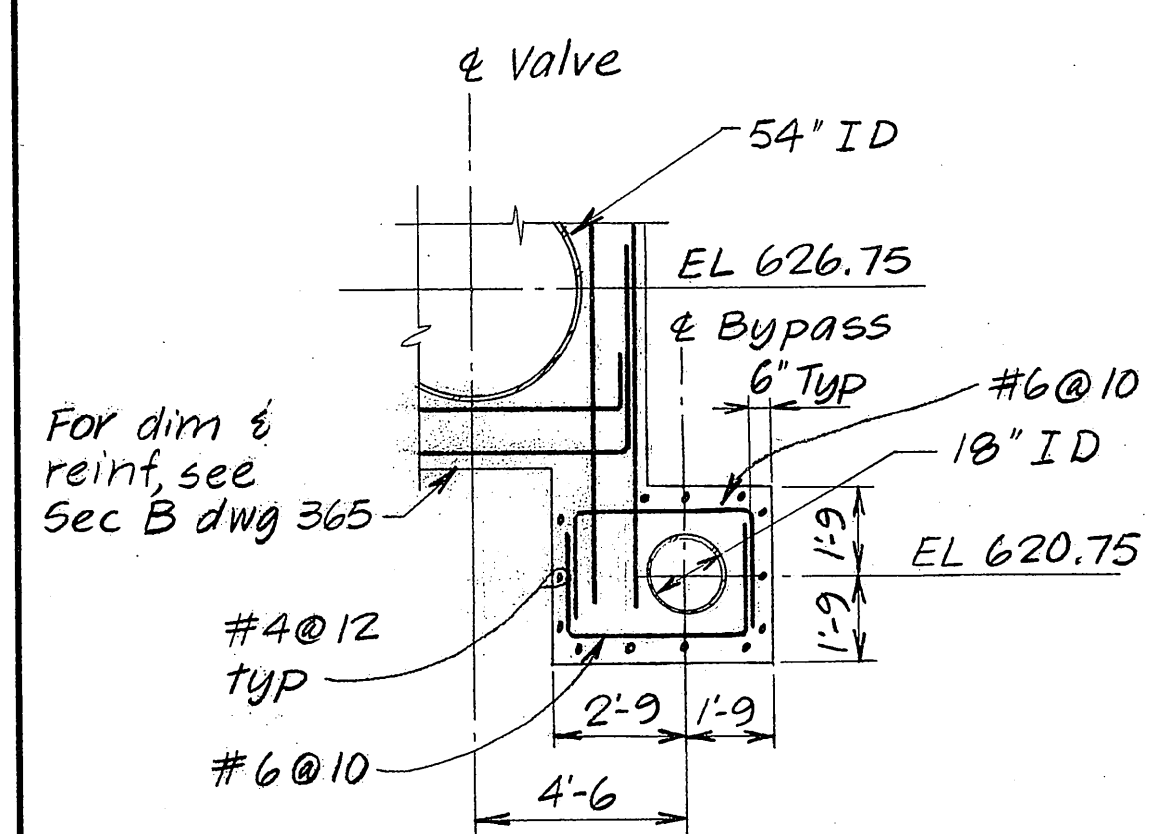


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ENGINEERING COMPANY
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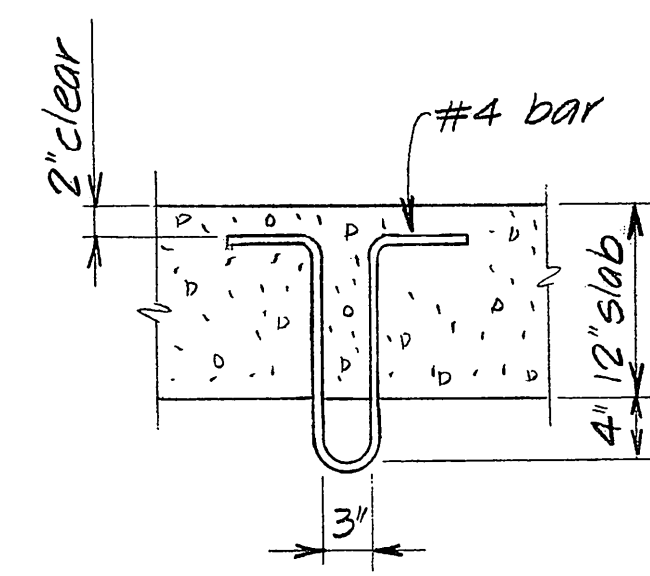
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PLANNERS
CALIFORNIA

CITY OF UKIAH, CALIFORNIA
LAKE MENDOCINO POWER PROJECT
PENSTOCK
DETAILS

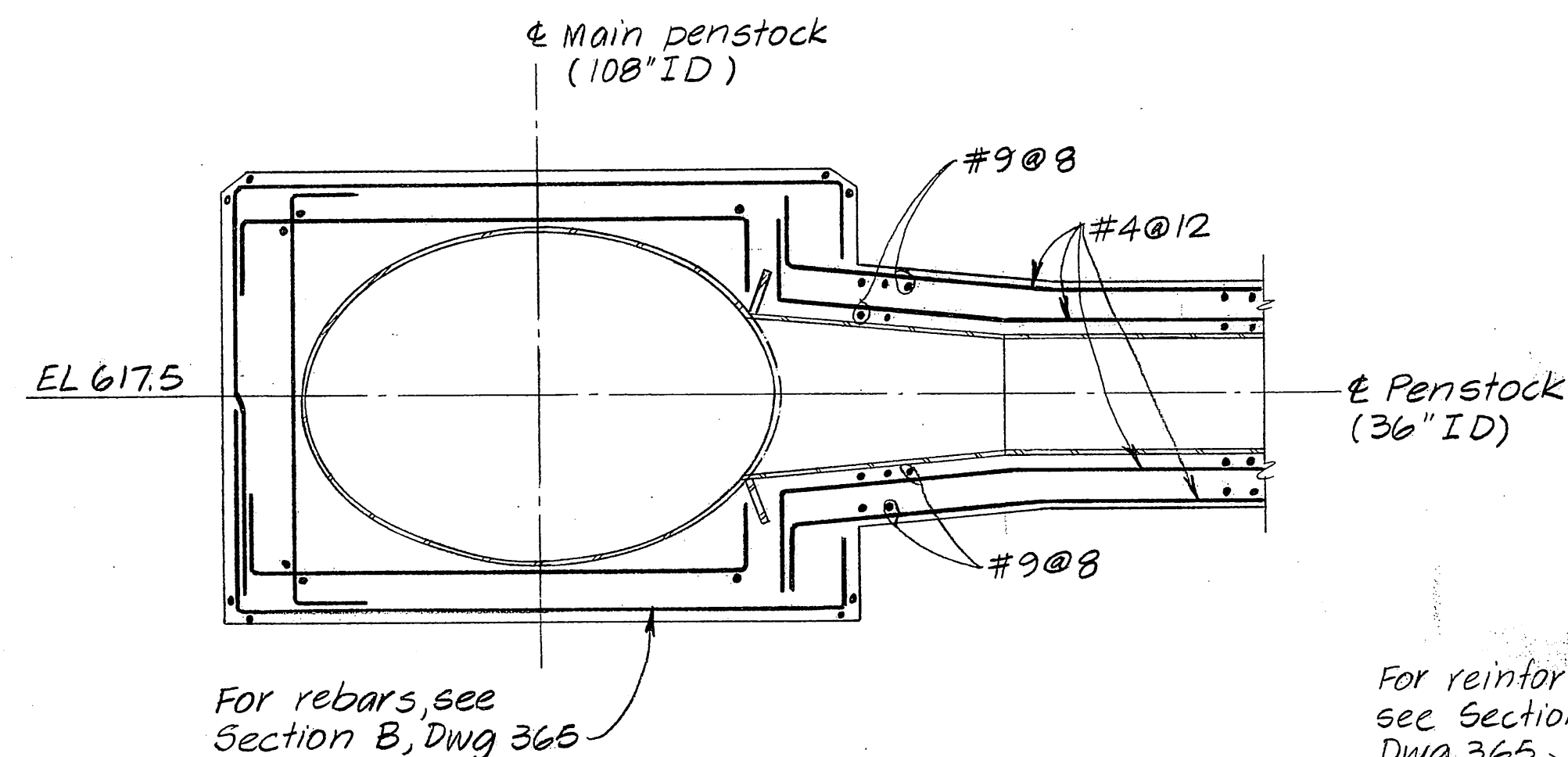
DATE 2 JUN 83
DRAWING NUMBER 361-4



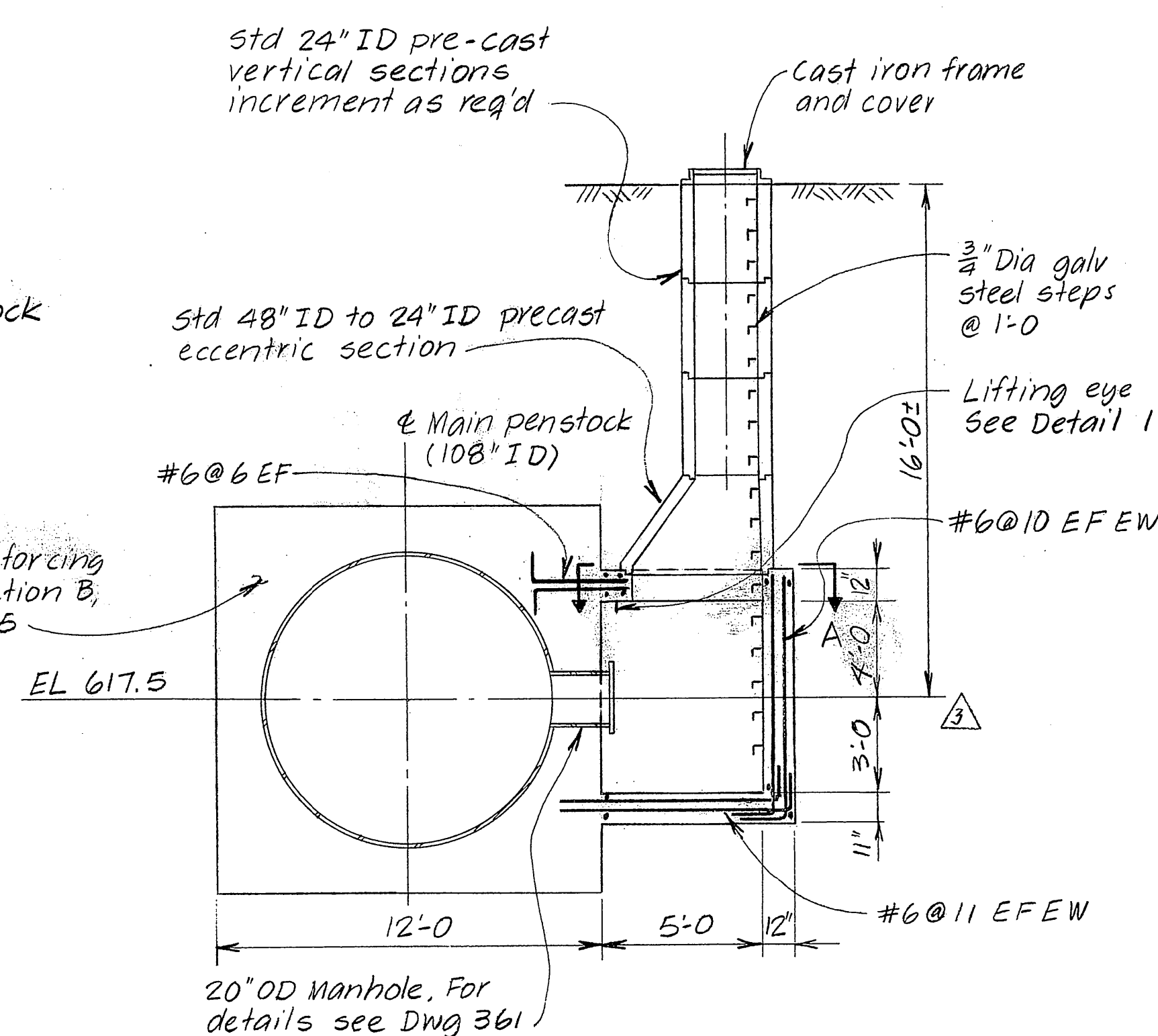
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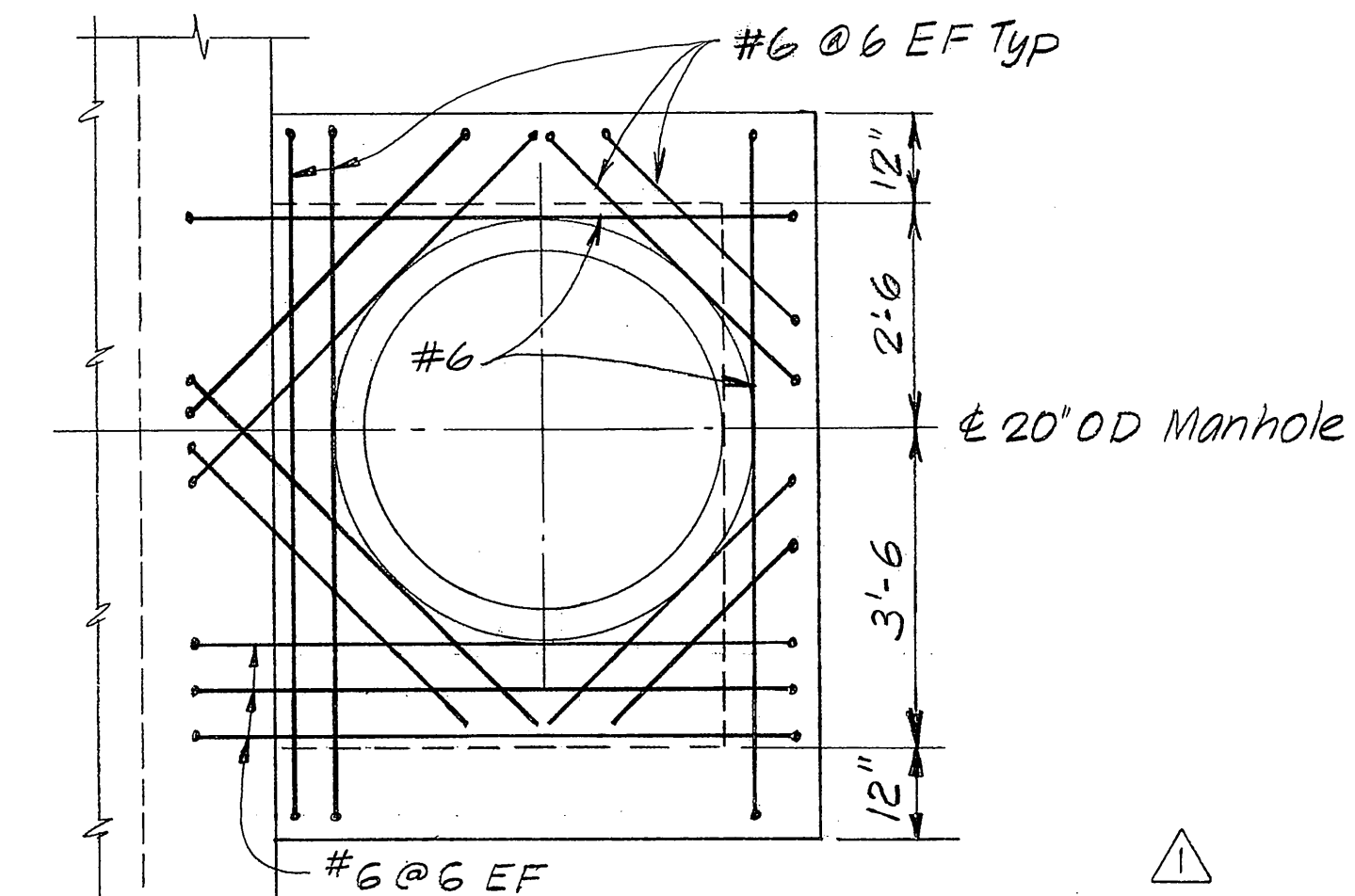
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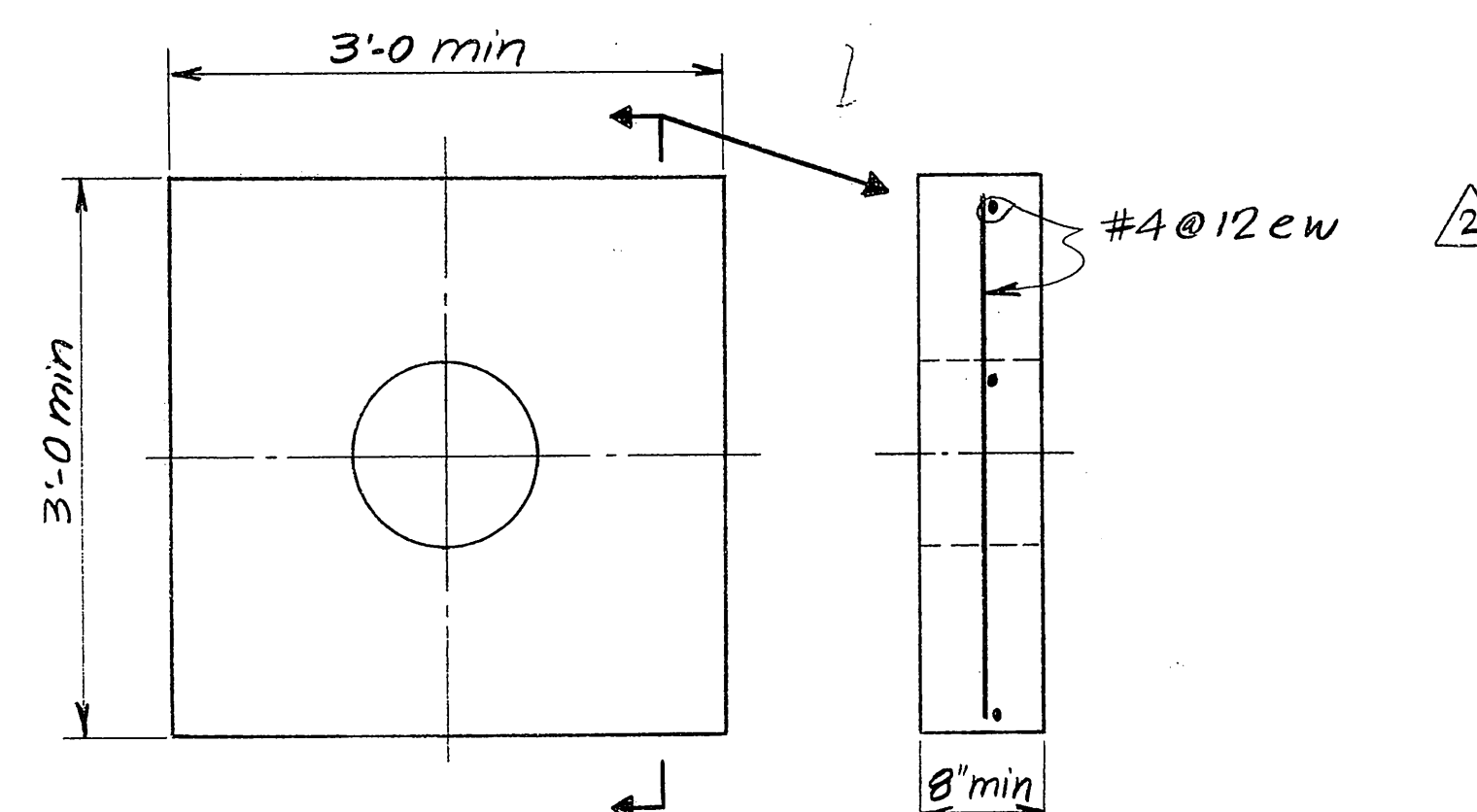
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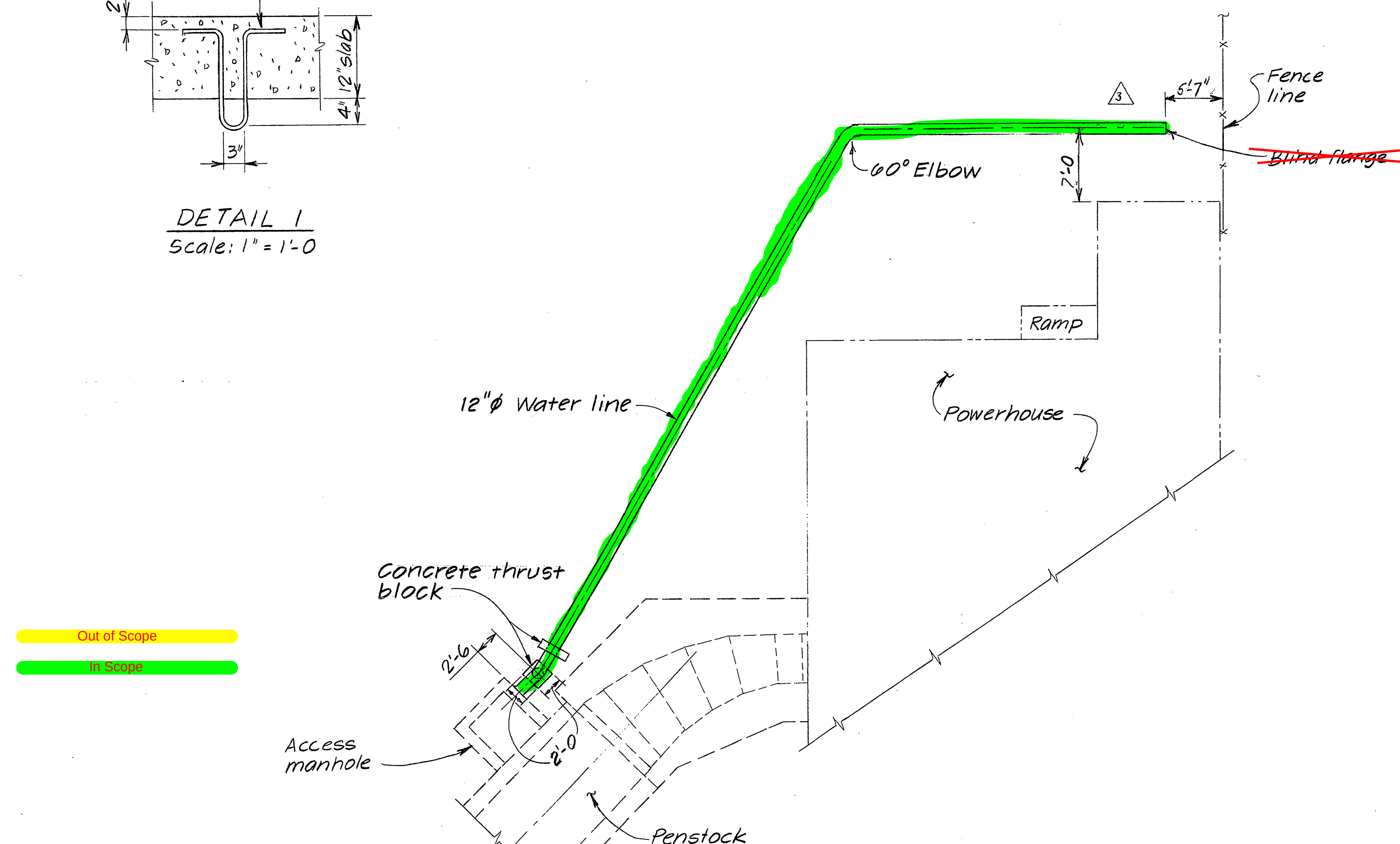
SECTION C
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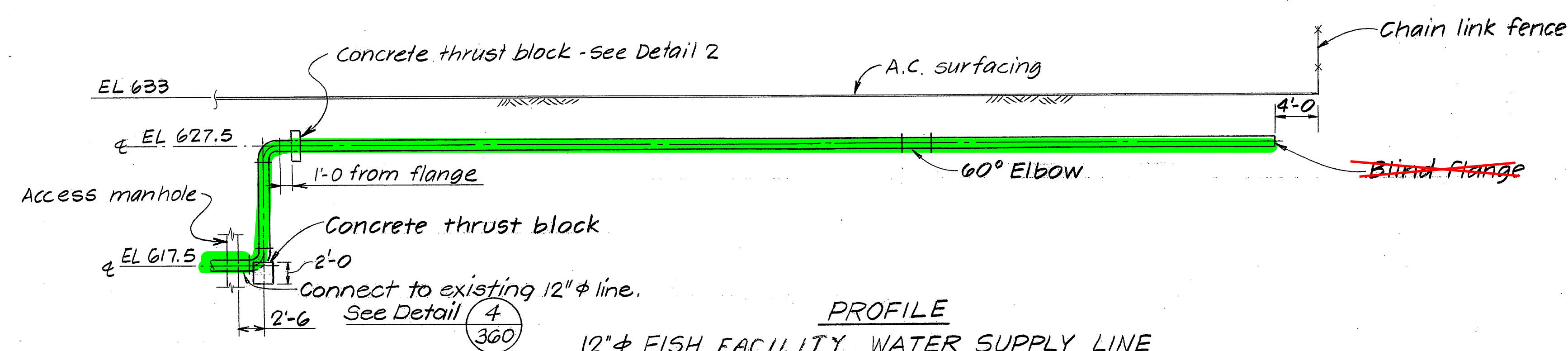
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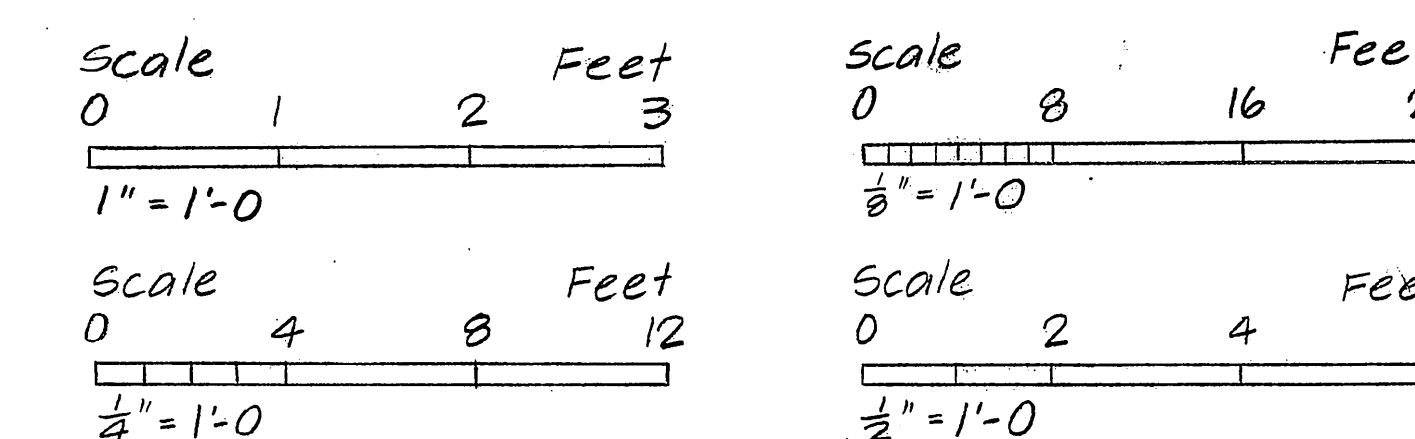
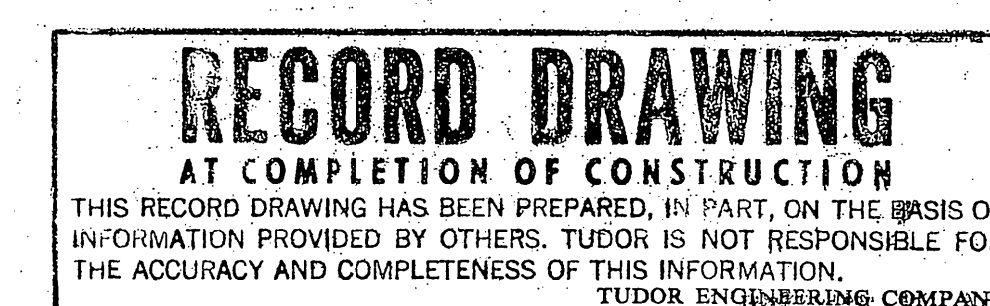
DETAIL 2
THRUST BLOCK
Scale: 1\"/>



PLAN
12\"/>

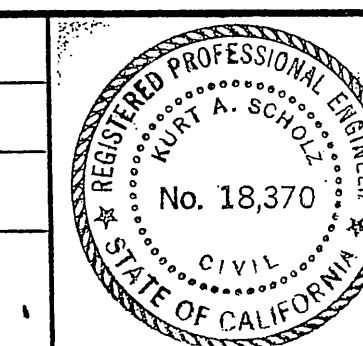


PROFILE
12\"/>



REV.	DATE	BY	SUB.	DESCRIPTION	APP.
3	2-23-87	DWS	WWS	CONSTRUCTION RECORD - CONTRACTOR'S RECORDS	
2	10-4-85	BC	ACL	ADDED FISH FACILITY WATER SUPPLY LINE-C.039	
1	7-9-85	KH	SDV	ENLARGED ACCESS CHAMBER - C.O. 37	
REV.	DATE	BY	SUB.	DESCRIPTION	APP.

DESIGNED	A. LEA
DRAWN	B. CHASE
CHECKED	C. KING
IN CHARGE	



TUDOR
ENGINEERING COMPANY
SAN FRANCISCO

CONSULTING
ENGINEERS
AND
PLANNERS
CALIFORNIA

CITY OF UKIAH, CALIFORNIA
LAKE MENDOCINO POWER PROJECT
PENSTOCK
CONCRETE AND REINFORCEMENT DETAILS

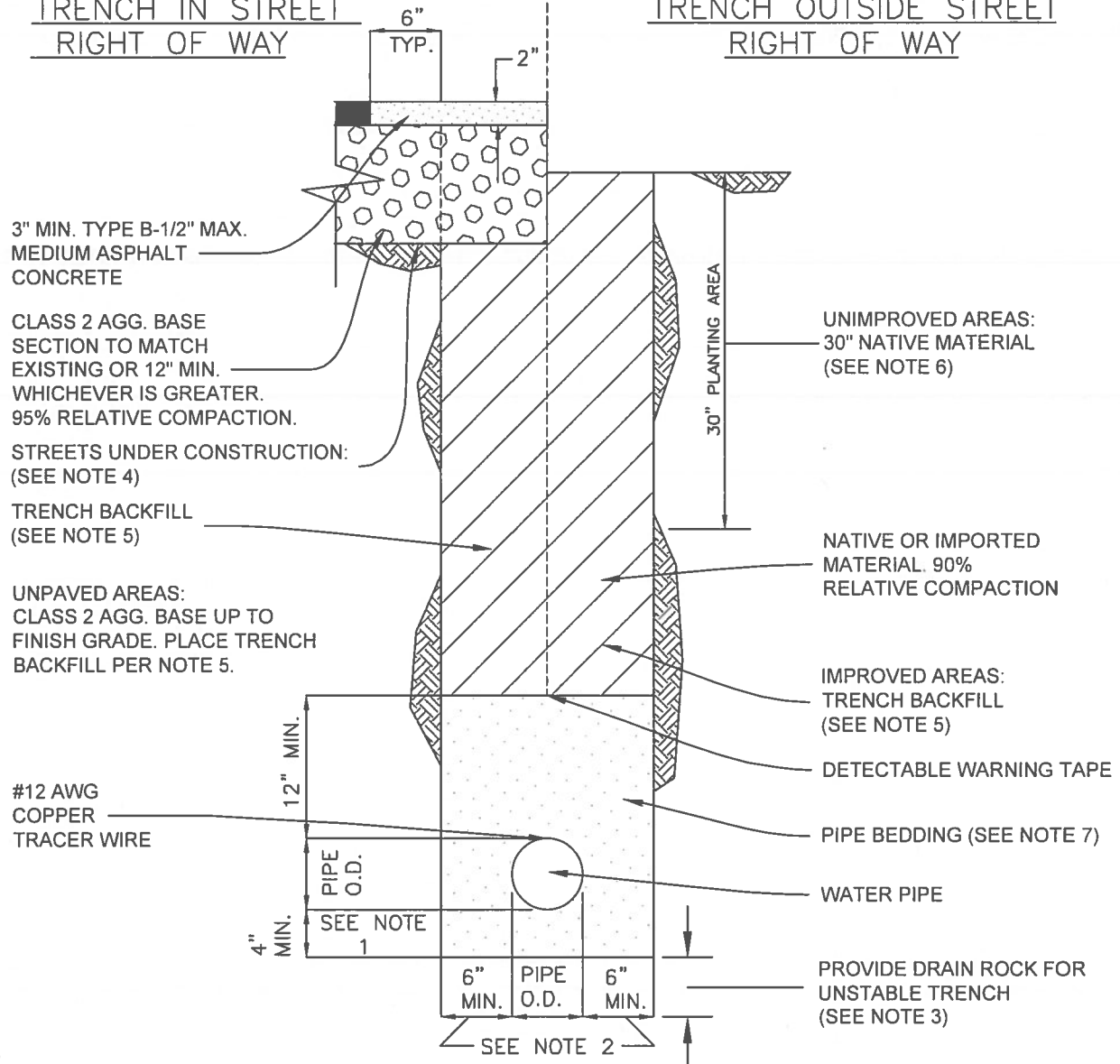
DATE
2 JUN 83
DRAWING NUMBER
366-3

**SPECIFICATION MS-001
UNDERGROUND PIPING**

4.4 CITY OF UKIAH STANDARD TRENCH DETAILS

TRENCH IN STREET
RIGHT OF WAY

TRENCH OUTSIDE STREET
RIGHT OF WAY



NOTES:

1. WHEN EXCAVATION IS IN ROCKY GROUND, USE THE GREATER OF 1/4 PIPE O.D. OR 4" MINIMUM.
2. FOR 18" DIAMETER OR LESS, USE 6" MINIMUM, 9" MAXIMUM; FOR GREATER THAN 18" DIA. USE 9" MINIMUM, 12" MAXIMUM.
3. FOR UNSTABLE TRENCH PROVIDE DRAIN ROCK FOR WIDTH OF TRENCH, DEPTH AS SPECIFIED ON THE IMPROVEMENT PLANS OR BY THE ENGINEER.
4. NEW STREET SECTION PER IMPROVEMENT PLANS.
5. TRENCH BACKFILL, 95% RELATIVE COMPACTION WITHIN 30" OF FINISH GRADE. REMAINING BACKFILL, 90% RELATIVE COMPACTION.

SIEVE SIZE	% PASSING
3/4"	95%
NO. 4	65% MIN.
NO. 100	15% MAX.
6. BACKFILL WITH NATIVE MATERIAL REMOVED FROM UPPER 30", 85% RELATIVE COMPACTION.
7. PIPE BEDDING, 90% RELATIVE COMPACTION.

SIEVE SIZE	% PASSING
3/4"	95 - 100%
NO. 4	55 - 100%
8. COMPACTION BY HAND AND MECHANICAL TAMPING IN 8" MAXIMUM LIFTS.



DESIGN AND CONSTRUCTION STANDARDS

TRENCH DETAIL FOR WATER LINE

[Signature]
TIM ERIKSEN, PUBLIC WORKS DIRECTOR / CITY ENGINEER

DRAWING NO.

320

DRAWN BY: A.S.

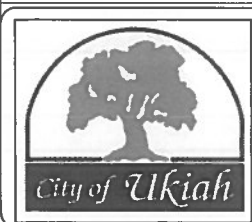
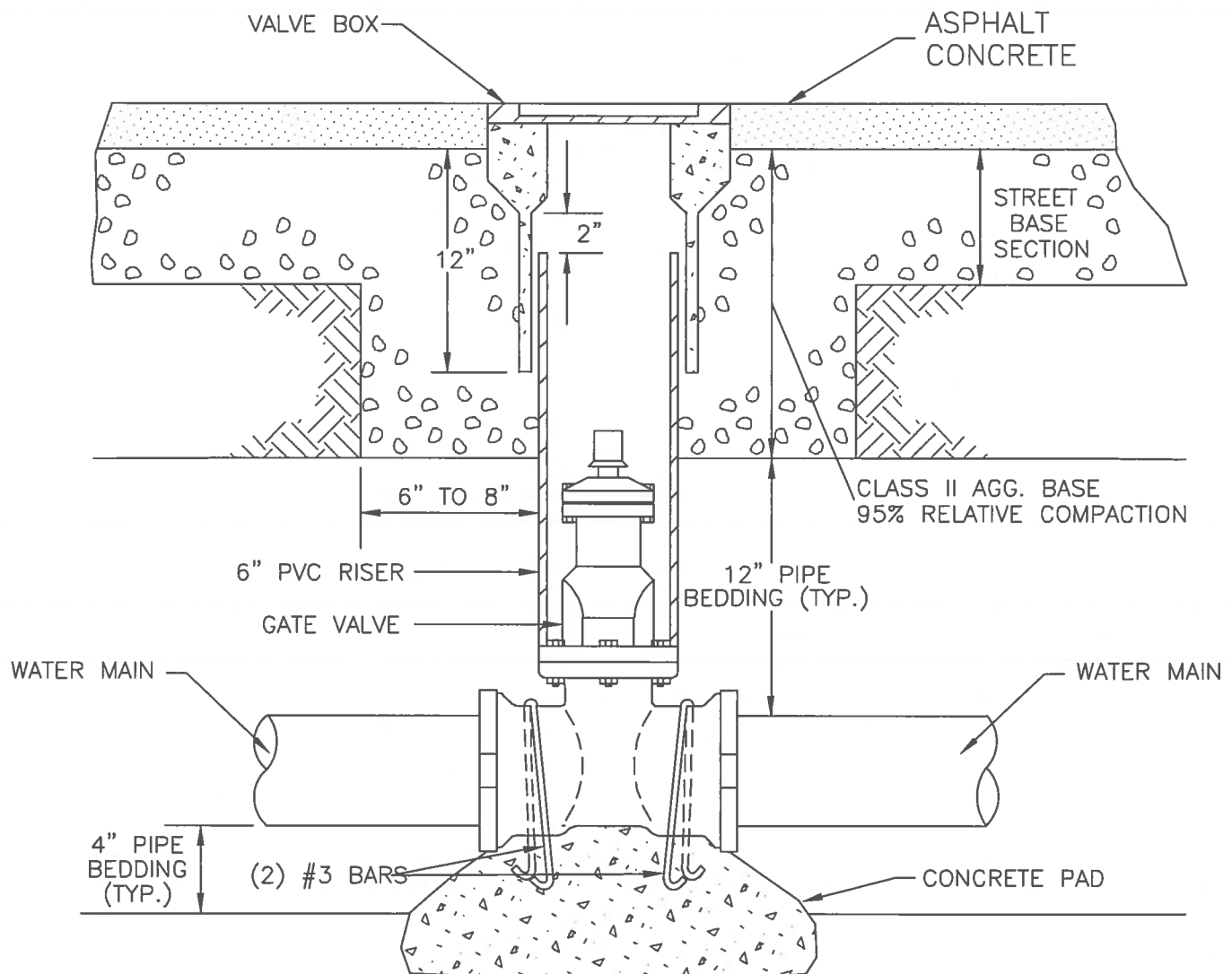
DEC. 2019 - NTS

**SPECIFICATION MS-001
UNDERGROUND PIPING**

4.5 CITY OF UKIAH STANDARD VALVE BOX DETAIL

NOTES:

1. VALVE BOXES SHALL BE SET FLUSH WITH FINISH STREET GRADE. BOX COVER SHALL INDICATE "WATER" ON TOP. VALVE BOXES SHALL BE CHRISTY G-5, OR APPROVED EQUAL.
2. VALVE CONNECTIONS SHALL BE PUSH-ON WHEN USING AWWA C900 PVC PIPE. CONNECTIONS SHALL BE MECHANICAL JOINT FOR PIPE OTHER THAN PVC.
3. GATE VALVES SHALL CONFORM TO AWWA STD C509 OF LATEST REV AND SHALL BE RESILIENT SEAT WITH MODIFIED WEDGE TYPE W/NON-RISING STEM OPENING COUNTER-CLOCKWISE W/ O-RING SEAL AND SUITABLE ENDS FOR CONNECTIONS TO TYPE OF PIPE OR FITTING USED. USE AMERICAN DARLING CRS OR APPROVED EQUAL.
4. PVC RISER SHALL BE SDR 35 PVC SEWER PIPE CONFORMING TO ASTM 3034. RISER PIPE TO BE PLUMB AND CENTERED OVER VALVE STEM WITH NO JOINTS.
5. IF VALVE IS INSTALLED SO THAT TOP OF OPERATING NUT IS MORE THAN 30" BELOW FINISHED GRADE, INSTALL VALVE STEM RISER OF SUFFICIENT LENGTH TO RAISE NUT TO MAX 24" DEPTH.



DESIGN AND CONSTRUCTION STANDARDS

GATE VALVE AND VALVE BOX

Tim Eriksen
TIM ERIKSEN, PUBLIC WORKS DIRECTOR / CITY ENGINEER

DRAWING NO.

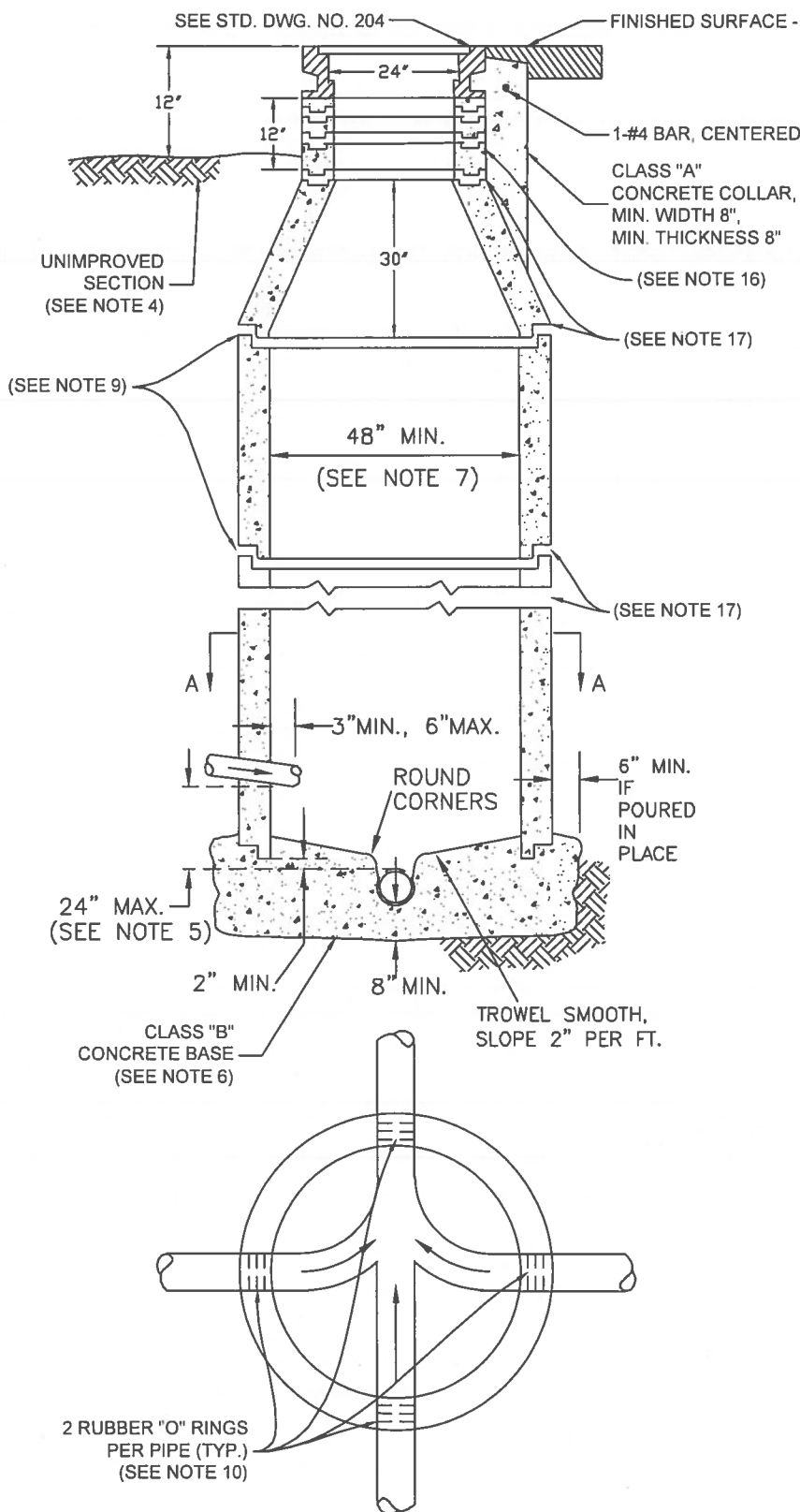
307

DRAWN BY: A.S.

DEC. 2019 - NTS

**SPECIFICATION MS-001
UNDERGROUND PIPING**

4.6 CITY OF UKIAH STANDARD MANHOLE DETAILS (Two Pages)



NOTES:

1. USE CEMENT MORTAR ON ADJUSTMENT RINGS.
2. MAXIMUM HEIGHT OF GRADE ADJUSTMENT RINGS SHALL BE 12".
3. CONE SECTIONS SHALL BE CONCENTRIC.
4. MANHOLES INSTALLED IN UNIMPROVED AREAS SHALL BE A MINIMUM 12" ABOVE GRADE, AS SHOWN.
5. LATERALS ENTERING MANHOLE SHALL BE MORE THAN 24" ABOVE LOW POINT OF INSIDE SHELVE.
6. BASE SHALL BE POURED FULL THICKNESS TO UNDISTURBED SIDES OF EXCAVATION OR SHALL BE FORMED.
7. STANDARD MANHOLE BARREL SECTION PER ASTM C 478. MINIMUM DIAMETER SHALL BE 48", HOWEVER, A LARGER DIAMETER MAY BE REQUIRED UNDER SPECIAL CIRCUMSTANCES.
8. DISTANCE BETWEEN TOP OF SEWER PIPE AND BOTTOM OF BARREL SECTION SHALL BE NO LESS THAN 2".
9. SET ALL BARREL SECTIONS AND TAPER SECTIONS IN PLASTIC GASKET, RAM-NECK, OR IN BUTYL RUBBER KENT-SEAL OR APPROVED EQUAL MORTAR ALL JOINT Voids, INSIDE AND OUTSIDE OF MANHOLE.
10. SET SEWER MAINS, LATERALS AND STUB OUTS WITH 2 RUBBER "O" RINGS, OR WATERSTOPS (SEE SECTION A-A), PER PIPE.
11. INSIDE WALLS OF MANHOLE SHALL BY XYPEX COATED (OR APPROVED EQUAL) PER MANUFACTURER SPECIFICATIONS.
12. A FLEXIBLE COUPLING SHALL BE INSTALLED IN THE SEWER MAIN WITHIN 12" OF THE BASE OF THE MANHOLE (TYP.) NOT REQUIRED WHEN PRECAST BASES ARE MANUFACTURED WITH FLEX COUPLINGS ALREADY INSTALLED.
13. CONSTRUCT ALL FLOW CHANNELS OF PIPE WHEREVER POSSIBLE. AFTER LOWER RING SECTION IS SET, CUT OUT TOP HALF OF PIPE FLUSH WITH INSIDE FACE OF MH WALL AND CONSTRUCT SHELVE AND U-SHAPED CHANNEL. MAKE ELEVATION CHANGES GRADUALLY AND DIRECTIONAL CHANGES WITH SMOOTH CURVES.
14. ALL SECTIONS OF MANHOLE MUST BE OF IDENTICAL MAKE AND MANUFACTURER.
15. WIRE BRUSH AND PRIME ALL BARREL & TAPER SECTION MATINGS SURFACES PER MANUFACTURER'S INSTRUCTIONS.
16. MIN. OF ONE 3" AND ONE 6" GRADE ADJUSTMENT RINGS. SEAL GRADE ADJUSTMENT RINGS WITH INFI-SHIELD UNI-BAND, OR APPROVED EQUAL.
17. SEAL ALL JOINTS OUTSIDE OF MANHOLE WITH INFI-SHIELD EXTERNAL GATOR WRAP OR APPROVED EQUAL.



DESIGN AND CONSTRUCTION STANDARDS

STANDARD SEWER MANHOLE

TIM ERIKSEN, PUBLIC WORKS DIRECTOR / CITY ENGINEER

DRAWING NO.

201

DRAWN BY: A.S.

DEC. 2019 - NTS

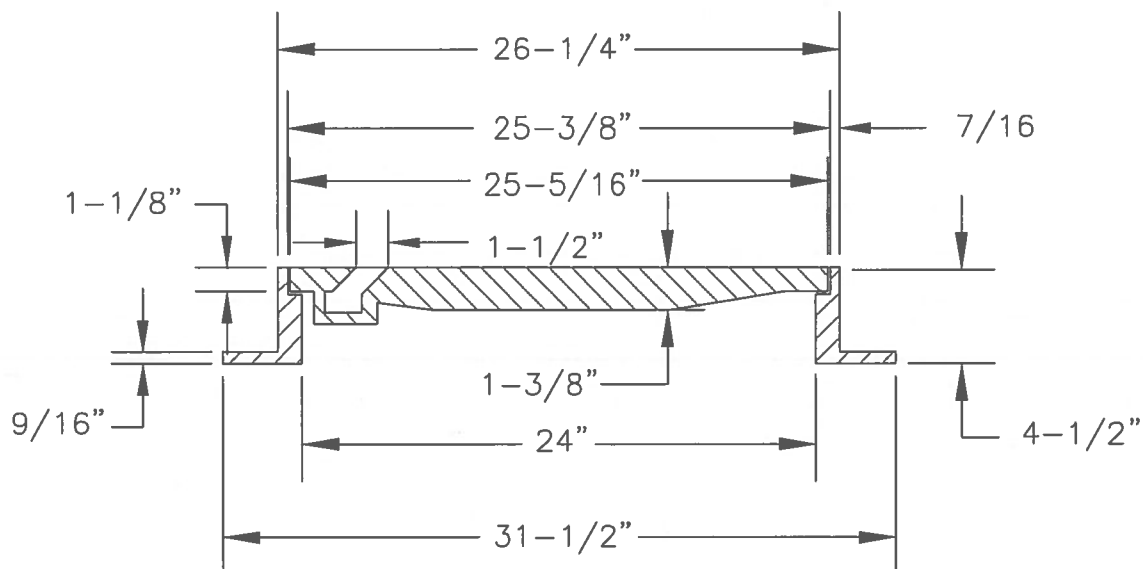
STORM DRAIN
SANITARY SEWER
ELECTRICAL VAULT
AS SPECIFIED BY
THE CITY ENGINEER

STANDARD 24" HEAVY
DUTY, NON-ROCKING
MANHOLE FRAME AND
COVER

GRID PATTERN

SANITARY
SEWER

ONE PICK HOLE
PER COVER



NOTES:

1. SPECIFY "STORM DRAIN", "SANITARY SEWER" OR "ELECTRICAL VAULT" WHEN ORDERING; ALL CASTINGS SHALL BE DIPPED IN ASPHALT PAINT (BLACK BITUMINOUS PAINT).
2. MINIMUM WEIGHT REQUIREMENTS:
 - 2.1. COVER - 130 POUNDS
 - 2.2. FRAME - 135 POUNDS
3. TITUS TWISTLIFT SECURITY LOCKS AND EJ COMPOSITE 2600 SERIES OR APPROVED EQUAL.



DESIGN AND CONSTRUCTION STANDARDS

MANHOLE FRAME AND COVER DETAIL

TIM ERIKSEN, PUBLIC WORKS DIRECTOR / CITY ENGINEER

DRAWING NO.

204

DRAWN BY: A.S.

DEC. 2019 - NTS

**SPECIFICATION MS-001
UNDERGROUND PIPING**

4.7 CITY OF UKIAH STANDARD THRUST BLOCKING DETAIL (Two Pages)

REQUIRED AREA IN SQ. FT.						
PIPE SIZE	TEE DEADENDS	90° BEND	45° BEND	22 1/2° BEND	11 1/4°* BEND	VALVE
4"	3	4	2	1	1	2
6"	6	9	5	2	2	4
8"	11	16	8	4	2	7
10"	18	26	14	6	3	11
12"	26	37	20	10	5	15

* For bends less than 11 1/4°, use thrust areas shown for 11 1/4°, unless otherwise approved by the engineer.

NOTES

Thrust Blocking Table calculated for soil bearing capacity of 1,000 lbs./sq. ft. and 175 lbs./sq. in. test pressure.

Any greater soil bearing capacity than 1,000 lbs./sq. ft., shall be determined by an engineer, and approved by the City.

Concrete blocking shall be Class B concrete 2,000 lbs./sq. in.

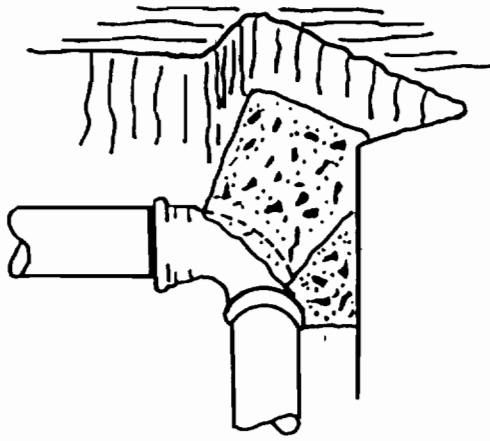
Concrete blocking, cast in place, to extend from bells of fittings to undisturbed ground.

For plugged leg(s) of tee or cross with 90° flow pattern, use data listed for 90° bend.

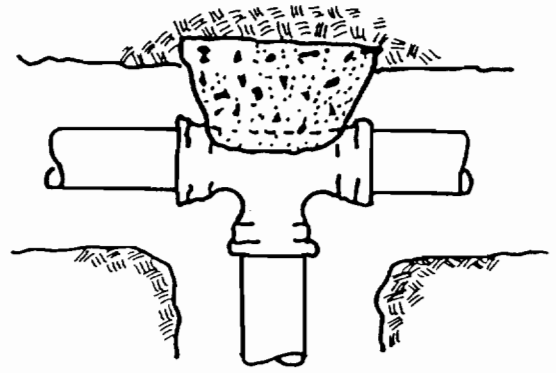
CITY OF UKIAH

**THRUST BLOCK
AREAS REQUIRED**

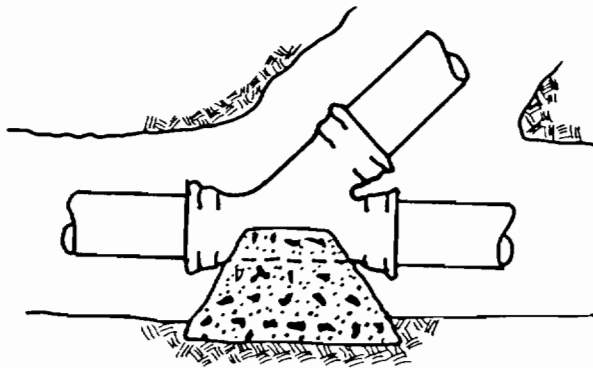
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Date: 9/29/70	Revised:		



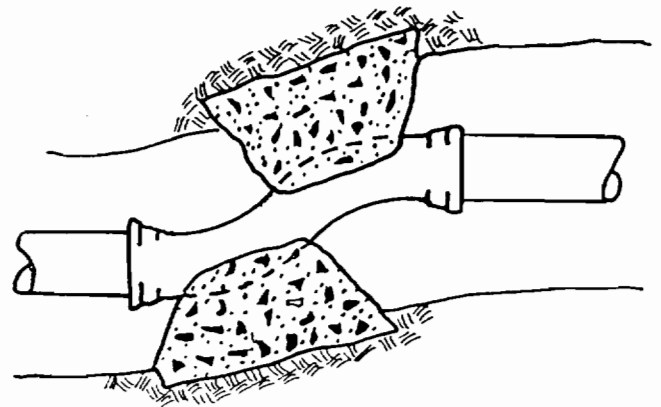
BEND



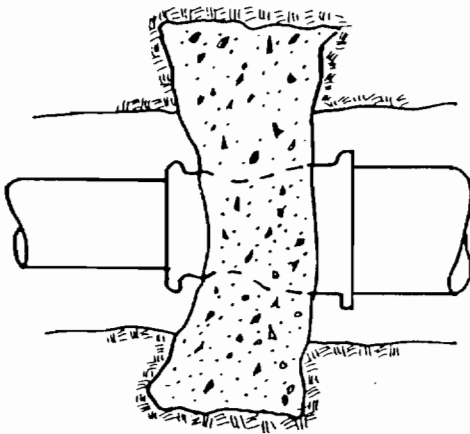
TEE



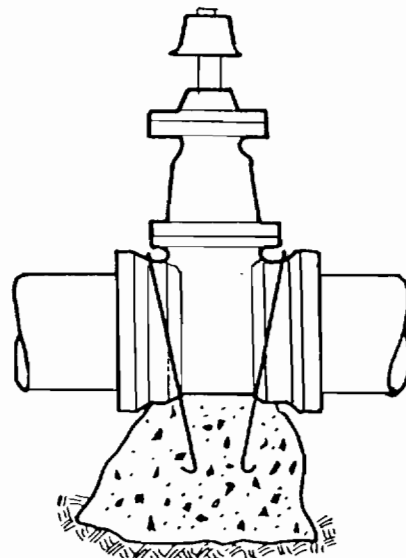
WYE



OFFSET



REDUCER



VALVE

CITY OF UKIAH

THRUST BLOCK LOCATIONS

Scale : None	Drawn By: DNP	Approved By:	Drawing No.
Date: 9/26/78	Revised:	R. Pachoncelli	312

**SPECIFICATION MS-001
UNDERGROUND PIPING**

4.8 FORM MT-1 – HYDROSTATIC OR PNEUMATIC LEAK TEST

MT-1
HYDROSTATIC OR PNEUMATIC LEAK TEST

W.O.NO. _____ TEST PACKAGE NO. _____
STATION _____ SHEET NO. _____
SYSTEM NO. _____ CONTRACT NO. _____
SYSTEM _____ CONTRACTOR _____

REFERENCE DATA

LINE SPEC. _____ TEST PRESS. _____ PSIG DESIGN PRESS. _____ PSIG
TEST FLUID _____ TEST TEMP. _____ °F CODE _____

TEST BOUNDARY DESCRIPTION - ATTACH FLOW DIAG. OR DWG. MARKED TO SHOW BOUNDARY INCLUDING
TEMP. CLOSURES, VENTS USED, DRAIN, TEST PUMP CONNECTION, FOR COMPLETE SYSTEMS OR INDIVIDUAL
EQUIP. OR PRESSURIZED TANKS, DESCRIBE BELOW:

SPECIAL TEST CONDITIONS (IF APPLICABLE): _____

LEAK DETECTION METHOD _____

TEST PROCEDURE NO./NAME (IF APPLICABLE) _____

TEST DATA

ACTUAL PRESS. _____ PSIG PRESS. DROP _____ PSI TIME AT PRESS. _____

ACTUAL FLUID TEMP. _____ °F METAL TEMP.(IF APPLICABLE) MIN. _____ °F MAX. _____ °F

VISUAL INSPECTION NOTES & REMARKS - INCLUDE LOCATION & DESCRIPTION OF LEAKS REQUIRING
CORRECTION OR OTHER CONDITIONS OBSERVED.

DATE STARTED _____ DATE COMPLETED _____

PERFORMED BY _____ WITNESSED BY _____

SUBMITTED (Contractor Engineer):

RECEIVED (Construction Manager Representative):

(Signature) (Date)

(Signature) (Date)

**FISH HATCHERY SUPPLY PIPING REPLACEMENT
167247**

**UNDERGROUND PIPING
SPECIFICATION MS-001 - 32
REV. 0 (Nov 17, 2020)**

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the project described as: Replace 12 Inch Water Line at Hydroelectric Plant
2. That the nature of the work: Replacement of Hatchery Water Line and Penstock Drain Line, Specification No. 20-15.
3. That on the 30th Day of June, 2021, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Diamond D Construction, LLC, 650 Blue Oak Dr., Ukiah, CA 95482.
5. That the property location of work performed herein referred to is situated in the County of Mendocino, State of California, and is described as follows: 1229 Lake Mendocino Dr., Ukiah, California.

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval CITY OF UKIAH, a Municipal Corporation

Date By: _____
Kristine Lawler, City Clerk _____
Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383



AGENDA SUMMARY REPORT

SUBJECT: Adopt Resolution for City of Ukiah Electric Facilities Physical Security Plan as Required by the California Public Utilities Commission (CPUC) Decision 19-01-018.

DEPARTMENT: Electric Utility **PREPARED BY:** Diann Lucchetti, Administrative Secretary
PRESENTER: Consent Calendar

ATTACHMENTS:

1. CPUC Decision 19-01-018
2. Resolution EUD's Physical Security Program for Distribution-Level Facilities-FINAL
3. Ukiah Electric Utility Security Plan Report

Summary: Council will consider adopting a Resolution approving the City of Ukiah's Electric Facilities Physical Security Plan as required by the CPUC Decision 19-01-018.

Background: Through the operations of a publicly owned electric utility, the City of Ukiah is obligated to follow the laws and regulations of the State of California. Under Senate Bill No. 699, the California Public Utilities Commission (CPUC) was tasked with developing physical security requirements for electric facilities that serve critical loads such as trauma centers, military installation, state or federal prisons, or major airports. Through CPUC Decision D.19-19-01-018, (Attachment 1) a process and set of criteria was established for investor owned and publicly owned electric utilities to determine if their facilities serve critical infrastructure and what physical security measures should be implemented to safeguard its electric distribution grid against terrorist attack.

Discussion: To comply with CPUC Decision D.19.01-018, the City of Ukiah Electric selected the Ukiah Police Department (UPD) to provide a third-party assessment of the City electric facilities. The scope of physical security plan is to assess Ukiah's distribution facilities, identify which facilities are considered Covered Distribution Facilities pursuant to the CPUC Decision 19-01-18 that may merit special protection and measures to lessen identified risks and threats. Once covered distribution facilities have been identified (if any), the potential physical security threats and vulnerabilities shall be identified, followed by a threat and vulnerability risk assessment to determine the baseline risk based on the likelihood of an event occurring and the level of impact if the event occurred.

The third-party review by the Ukiah Police Department confirmed the City's Orchard Substation is considered a "Covered Distribution Facility" for the purposes of CPUC D.19-01-018 and concluded that no changes have been made to the Plan in response to the evaluation.

Staff recommends City Council adopt a resolution (Attachment 2) approving the Physical Security Plan (Attachment 3) as compliant with California Public Utilities Commission (CPUC) decision D.19-01-018.

Recommended Action: Adopt Resolution for City of Ukiah Electric Facilities Physical Security Plan as Required by the California Public Utilities Commission (CPUC) Decision 19-01-018.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

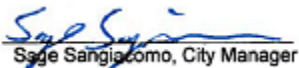
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Justin Wyatt, Police Chief, David Rapport, City Attorney

Approved:


Sage Sangiacomo, City Manager

COM/CR6/avs

Date of Issuance 1/22/2019

Decision 19-01-018 January 10, 2019

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking
Regarding Policies, Procedures and
Rules for Regulation of Physical
Security for the Electric Supply
Facilities of Electrical Corporations
Consistent with Public Utilities Code
Section 364 and to Establish Standards
for Disaster and Emergency
Preparedness Plans for Electrical
Corporations and Regulated Water
Companies Pursuant to Public Utilities
Code Section 768.6.

Rulemaking 15-06-009

**PHASE I DECISION ON ORDER INSTITUTING RULEMAKING
REGARDING THE PHYSICAL SECURITY OF
ELECTRICAL CORPORATIONS**

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**PHASE I DECISION ON ORDER INSTITUTING RULEMAKING
REGARDING THE PHYSICAL SECURITY
OF ELECTRICAL CORPORATIONS**

Summary

This decision requires electric utilities to identify electric distribution assets that may merit special protection and measures to lessen identified risks and threats. In order to address the risk of long-term outage to a distribution facility, each Operator will develop and implement a Mitigation Plan. The Mitigation Plans will follow a six-step procedure for carrying out these new physical security plan requirements. The six-step plan is modeled on the security plan requirements set forth by the North America Electric Reliability Corporation (NERC) Critical Infrastructure Protocol (CIP)-014.

This decision requires the Investor Owned Utilities (IOUs) to prepare and submit to the Commission a preliminary assessment of priority facilities for their distribution assets and control centers (“covered assets”) within 18 months of this decision. An unaffiliated, third-party review of the plans should be completed within 27 months of this decision. Within 30 months of this decision, the IOUs will be required to submit their Final Security Plan Report. Within 30 months, each of the Publicly Owned Utilities (POUs) will be required to provide the Commission with notice that an independently-reviewed plan has been adopted.

Sections 8001-8057 of the Public Utilities Code compel the POUs to also adhere to this decision as it relates to physical security and Phase I of this proceeding.

Any new rules for emergency and disaster preparedness plans promulgated within Phase II of this proceeding will not apply to the POUs. However, the POUs are strongly encouraged to participate in Phase II. This

proceeding will remain open at the conclusion of Phase I to address Phase II issues.

1. Factual Background

In April 2013, a rifle attack at PG&E's Metcalf Transmission Substation south of San Jose resulted in approximately \$15.4 million in damages. Although PG&E initiated various changes to its security protocol, in late August 2014, burglars entered the Metcalf facility and removed \$38,651 of tools and equipment.¹ Changes were made to Pub. Util. Code § 364(a) as a direct result of the Metcalf incident, addressing the vulnerability of electrical supply facilities to physical security threats. Phase I of this proceeding was initiated by Senate Bill (SB) 699 (Stats. 2014, Ch. 550, Sec. 2).

The Federal government swiftly responded to the Metcalf attack, resulting in new additional provisions to the decade-old Critical Infrastructure Protocols (CIP). These were developed in a rulemaking conducted by the Federal Energy Regulatory Commission (FERC). FERC directed the North American Electric Reliability Corporation (NERC) to establish various criteria for determining which assets would be subject to the new CIP rules. The CIP rules cover both physical- and cyber-security rules.

The new CIP rules and requirements (CIP-014) require electric utilities to employ physical security plans as a way to address vulnerabilities. Among other things, CIP-014 applies to any asset deemed not redundant and for which failure of these assets could result in cascading power failures. These rules established a risk-based protocol that identifies critical transmission assets and control centers.

¹ PG&E Metcalf Root Cause Analysis Summary Report. November 21, 2014, at 2.

CIP-014 authorized FERC to establish a uniform, mandatory physical security standard for the nation's transmission assets.

On June 11, 2015, the Commission issued an Order Instituting Rulemaking (OIR) to establish policies, procedures, and rules for the regulation of physical security risks to the electric supply facilities of electrical corporations consistent with Public Utilities (Pub. Util.) Code § 364 (Phase I) and to establish standards for disaster and emergency preparedness plans for electrical corporations and regulated water companies consistent with Pub. Util. Code § 768.6 (Phase II).²

SB 699 amended Pub. Util. Code § 364 and requires the Commission to develop rules for addressing physical security risks to the distribution systems of electrical corporations. Section 364 was amended by SB 699 to read:³

The commission shall ... consider adopting rules to address the physical security risks to the distribution systems of electrical corporations. The standards or rules, which shall be prescriptive or performance based, or both, and may be based on risk management, as appropriate, for each substantial type of distribution equipment or facility, shall provide for high-quality, safe, and reliable service.

Section 364(b) continues in relevant part that:

In setting its standards or rules, the commission shall consider: cost, local geography and weather, applicable

² This decision addresses only Phase I issues. A decision addressing Phase II issues will be issued once Phase II of this proceeding has concluded.

³ Section 364 was subsequently amended by SB 697, effective January 1, 2016. The subsequent changes to § 364 after the passage of SB 699 can be found at the following link: http://leginfo.legislature.ca.gov/faces/billCompareClient.xhtml?bill_id=201520160SB697. Although it might appear that the annual reporting requirement has been deleted from § 364, as a result of SB 697, this language has simply been relocated to § 590.

codes, potential physical security risks, national electric industry practices, sound engineering judgment, and experience. The commission shall also adopt standards for operation, reliability, and safety during periods of emergency and disaster. The commission shall require each electrical corporation to report annually on its compliance with the standards or rules. Except as provided in subdivision (d), that report shall be made available to the public.

Phase II of this proceeding was instituted as a result of Pub. Util. Code § 768.6 being added to the Pub. Util. Code by Assembly Bill (AB) 1650. It requires the Commission to:

Establish standards for disaster and emergency preparedness plans within an existing proceeding, including, but not limited to, use of weather reports to preposition manpower and equipment before anticipated severe weather, methods of improving communications between governmental agencies and the public, and methods of working to control and mitigate an emergency or disaster and its aftereffects.

This language bears similarities to the pre-amendment version of § 364(b), which states:

In setting its standards, the commission shall consider: cost, local geography and weather, applicable codes, national electric industry practices, sound engineering judgment, and experience. The commission shall also adopt standards for operation, reliability, and safety during periods of emergency and disaster.

Phase II of this proceeding is ongoing.

1.1. Procedural Background

An initial prehearing conference (PHC) was held on October 29, 2015. A supplemental PHC was conducted on February 2, 2017 and a Scoping Memo and Ruling was issued on March 10, 2017.

The scoping memo set forth the following issues to be addressed in this proceeding:

1. What is currently in place in terms of physical security regulations at the state and federal level?
2. What are the key potential physical security risks to electrical distribution facilities?
3. What new rules, standards, or General Orders or modifications to existing policies should the Commission consider to help mitigate physical security risks to electrical distribution facilities?
4. Should the Commission go beyond the physical security regulations presented in the NERC CIP-014-2 physical security regulations?
5. Should any new rules, standards, or General Orders or modifications to existing policies apply to all electrical supply facilities within the jurisdiction of the Commission, including publicly owned electrical utilities and rural electric cooperatives?
6. What regulations or standards should be established for small and multi-jurisdictional electric corporations?
7. What has changed since Metcalf and what still needs to be accomplished in terms of physical security?
8. Are there other factors not listed in Section 364(b) of the Pub. Util. Code that the Commission should consider when adopting any new rules, standards, or General Orders or modifications to existing policies during this rulemaking that will help to minimize attacks and the extent of damages?
9. What new rules or standards or modifications to existing policies should the Commission consider to allow for adequate disclosure of information to the public without disclosing sensitive information that could pose a physical security risk or threat if disclosed?
10. What is the role of cost and risk management in relation to the mitigation of any potential physical security risks to electrical supply facilities?

11. Should any new rules, standards, or General Orders or modifications to existing policies the Commission considers be prescriptive or performance based, or both?
12. What new rules, standards, or General Orders or modifications to existing policies should the Commission consider to ensure continued operation, reliability and safety during periods of emergencies and disasters as it relates to the physical security of electrical facilities?
13. How should this rulemaking proceed in order to ensure consistency with the NERC, Federal Energy Regulatory Commissions (FERC), the California Independent System Operator (CAISO), the Department of Homeland Security (DHS), the Federal Bureau of Investigations (FBI) and other regulatory agency regulations?
14. What ongoing processes should be instituted to ensure confidentiality of physical security information while providing adequate access to necessary information by the Commission⁴?

On July 12, 2017, the assigned Administrative Law Judge (ALJ) issued a ruling requesting that parties file a Straw Proposal for Physical Security Regulations (Joint Utility Proposal). The Joint Utility Proposal was filed on

⁴ Despite the sensitive nature of the documents involved, we remind the utilities that even without the compulsion of a subpoena, the Commission may under Pub. Util. Code Sections 313, 314, 314.5, 315, 582, 584, 591, 701, 702, 1794 and 1795, compel information from a public utility, and that Commission staff has the general investigatory authority of the Commission. Specifically, we remind the utilities that pursuant to these provisions the Commission may direct the utilities to provide the requested information in a place and form of the Commission's choosing. Any confidential or sensitive information should be marked as confidential pursuant to Section 583, which mandates the non-disclosure of such information. and in accordance with the process for declaring exemptions from public disclosure per General Order 66 D adopted by D.17-09-023 in R.14-11-001, and revised by Assigned Commissioner's Ruling of September 28, 2018.

August 31, 2017.⁵ On September 14, 2017, the Office of Ratepayer Advocates (ORA)⁶ and the Electric Safety and Reliability Branch of the Safety and Enforcement Division (SED Advocacy) filed comments on the Joint Utility Proposal.

On January 3, 2018, the assigned ALJ issued a ruling allowing the parties to file legal briefs concerning the Commission's jurisdiction over POUs and rural electric cooperatives. CMUA, LADWP, NRECA and SMUD filed a joint opening brief on January 26, 2018, opposing any attempt by the Commission to assert safety jurisdiction over the POUs and rural cooperatives. Also, on January 26, 2018, SED Advocacy⁷ and ORA filed briefs in support of the Commission's ability to assert jurisdiction over the POUs. On February 9, 2018, CMUA, LADWP, NRECA and SMUD jointly filed a reply brief on the jurisdictional issue. SED Advocacy also filed a reply brief at the same time. On January 4, 2018, SED's Risk Assessment and Safety Advisory (RASA) unit⁸

⁵ The parties to the Joint Utility Proposal are: Bear Valley Electric Service, California Municipal Utilities Association (CMUA), Los Angeles Department of Water & Power (LADWP), Liberty CalPeco, National Rural Electric Cooperative Association (NRECA), PacifiCorp, Pacific Gas & Electric Company (PG&E) Sacramento Municipal Utility District (SMUD), San Diego Gas & Electric Company (SDG&E) and Southern California Edison Company (SCE).

⁶ Senate Bill (SB) 854 (Stats. 2018, ch. 51) amended Pub. Util. Code Section 309.5(a) so that the Office of Ratepayer Advocates is now named the Public Advocate's Office of the Public Utilities Commission. Because the pleadings in this case were primarily filed under the name Office of Ratepayer Advocates, we will refer to this party as ORA in this decision.

⁷ In this proceeding, SED Advocacy is represented by the Electric Safety and Reliability Branch (ESRB).

⁸ SED RASA is not a party in this proceeding but provides advisory support to the ALJ and Assigned Commissioner.

completed its recommendations and analysis on the Joint Utility Proposal⁹ (RASA evaluation). On January 16, 2018, the assigned ALJ issued a ruling that made available the RASA evaluation as an attachment and that requested comments and reply comments on the RASA evaluation. Comments were filed on February 9, 2018 by SCE, SDG&E, ORA, SED, SMUD, LADWP, and NRECA. Reply comments were filed on February 23, 2018 by the same parties. On March 2, 2018, SCE filed sur-reply comments.

2. Electric Physical Security Prior to Metcalf

Before the Metcalf incident, electric physical security in the United States had been voluntary and primarily directed at monitoring physical security incidents. In 2001, NERC issued guidelines prescribing new physical security requirements for electric utilities, and the Institute for Electric and Electronic Engineers (IEEE) published its own guidelines titled *1402-2000 IEEE Guide for Electric Power Substation Physical and Electronic Security*.¹⁰

In 2010, the National Infrastructure Advisory Council, in conjunction with the U.S. Department of Homeland Security (DHS), issued *A Framework for Establishing Critical Infrastructure Resilience Goals*¹¹ which defined resilience as the ability to reduce the magnitude and/or duration of disruptive events. The report noted the potential for public agencies to enhance the resilience of the electricity

⁹ *Safety & Enforcement Division's Risk Assessment & Safety Advisory (RASA) section evaluation of the Joint Utility Proposal and Recommendations for Consideration* available at <http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M204/K457/204457381.PDF>

¹⁰ <https://standards.ieee.org/standard/1402-2000.html>.

¹¹ <https://www.dhs.gov/publication/niac-framework-establishing-resilience-goals-final-report>.

sector through policy, planning, standards and regulations. The report also stressed the importance of improving access to information regarding threats.

Early in 2013, Presidential Policy Directive 21¹² established Federal agencies' roles regarding physical- and cyber-security threats. These policies reemphasized the need for a collaborative approach to security and risk assessment, with the U.S. Department of Energy (U.S. DOE) overseeing issues related to the electric utility sector through the newly-formed Electric Subsector Coordinating Council (ESCC).

3. Jurisdictional Issue

When this rulemaking was initiated, CMUA, LADWP, NRECA and SMUD objected to any attempt to have either Phase I or II of this proceeding be applicable to them. They assert that the Commission does not have jurisdiction to assert any new regulations on them. SED and ORA argue that there is an underlying safety concern which mandates that this rulemaking apply to them.

CMUA, LADWP, NRECA and SMUD actively participated in Phase I of this proceeding. The insight and knowledge that they brought to this proceeding was valuable and the Commission acknowledges their engagement and contributions. Working together has allowed us to develop an extremely important set of standards to help ensure the safety of all residents in California.

The Joint Parties agreed to fully participate in Phase I and address the issue of jurisdiction in legal briefs near the conclusion of Phase I. The Commission recognizes the high level of cooperation among everyone involved

¹² <https://obamawhitehouse.archives.gov/the-press-office/2013/02/12/presidential-policy-directive-critical-infrastructure-security-and-resil>.

with Phase I and encourages continued cooperation by everyone in Phase II. We will now address why new Phase I rules apply to the POUs.

3.1. Position of CMUA, LADWP, NRECA and SMUD

The POUs contend that Commission jurisdiction over POUs' physical security is not supported by (1) the statutory language, (2) legislative history, (3) case law, or (4) policy.

(1) Statutory Language and Legislative History

The POUs argue that Article XI, Section 7 of the California Constitution provides certain POUs with the authority to own and operate their own utility systems and self-regulate their operations, and that the statutory and legislative history demonstrate that SB 699 was not intended to apply to the POUs. SB 699 amended § 364 to provide that “[t]he Commission shall ... in a new proceeding ... consider adopting rules to address the physical security risks to the distribution systems of electrical corporations.”¹³

The POUs argue they are not “electrical corporations” as traditionally defined in § 218,¹⁴ and that nothing in § 364 provides the Commission with authority to adopt such rules for the POUs.¹⁵ Moreover, they argue that POUs do not fall within the meaning of “electrical corporations” referenced in § 364(a). In support of this argument, the POUs quote extensively from SB 699 legislative reports that appear to exclusively discuss IOUs or expressly state that POUs “are

¹³ *Id.* At 8.

¹⁴ Opening Brief of CMUA, LADWP, NRECA and SMUD at 10.

¹⁵ *Id.* At 13.

self-governing by a local government.”¹⁶ They state that because the POUs are not electrical corporations and the legislature did not explicitly refer to POUs in § 364(a), it clearly intended to have the requirements of this provision apply solely to the IOUs.

The POUs also state that nowhere in §§ 8001-8057 did the Legislature provide mechanisms for the Commission to enforce its adopted regulations against a POU.¹⁷ Additionally, they state that § 2107 of the Pub. Util. Code, which grants the Commission authority to perform investigations and levy fines against the IOUs, does not apply to the POUs, and the Commission therefore lacks the authority to levy fines or penalties against them.

(2) Case Law

In addition to statutory language and legislative history, the POUs rely on *County of Inyo v. Pub. Util. Comm’n*¹⁸ for the proposition that the Commission has no jurisdiction over them without express statutory authorization.

(3) Public Policy Considerations

The POUs also argue that exempting POUs from the rulemaking would not pose a public safety threat because POUs are beholden to their local boards and oversight bodies, which are typically directly-elected officials put in office by local voters. Because POU customers, the POUs explain, ultimately have the ability to vote in or out POU board members, the POUs are held accountable and function under close scrutiny of their local communities.

¹⁶ LADWP Opening Comments, July 22, 2015 at 3-5.

¹⁷ Joint Parties Opening Brief at 26-27.

¹⁸ *County of Inyo v. Pub. Util. Comm’n*, 26 Cal. 3d 154 (1980) (Tobriner, J.).

In 1996, the Legislature adopted § 364. Section 364(a) required the Commission to “adopt inspection, maintenance, repair, and replacement standards.” These maintenance and inspection standards were promulgated and applied to IOUs in D.97-03-070. The standards were later applied to POUs in D.98-03-036. CMUA asked for rehearing on the issue of jurisdiction over POUs, which the Commission denied in D.98-10-059. CMUA then filed a petition to modify D.98-03-036 and vacate D.98-10-059. This second petition was denied in D.99-12-052.

Meanwhile, § 364(b) required the Commission to “adopt standards for operation, reliability, and safety during periods of emergency and disaster.” These emergency response standards were proposed in D.98-03-036 and applied to IOUs in D.98-07-097. However, D.98-07-097 clarified that the emergency response standards did not apply to POUs.

D.98-03-036 and D.98-10-059 attempt to explain why the Commission has jurisdiction over POUs with respect to § 364(a) inspection and maintenance standards but not with respect to § 364(b) emergency response standards. Specifically, D.98-03-036 asserts that under §§ 8001-8057, the “Commission has historically had authority over the public safety aspects of publicly-owned utilities. . . ‘for the purpose of safety to employees and the general public.’”¹⁹ The Commission further noted that it not only has the authority to regulate public safety aspects of the publicly-owned utilities' operations, but that it has a duty to do so under PU Code § 8037 and § 8056, which expressly required the Commission to enforce such rules against POUs.²⁰ The Commission’s

¹⁹ D.98-03-036 at 13.

²⁰ D.98-03-036 at 8.

jurisdiction over maintenance and construction was affirmed by the California Supreme Court in *Polk v. City of Los Angeles*.²¹ The Legislature did not alter the Commission's jurisdiction when it enacted § 364(a); the Commission therefore rightly concluded that it could apply the maintenance and construction standards to POUs.²²

CMUA argued that §§ 8001-8057 did not confer jurisdiction on the Commission to regulate the public safety aspects of POUs, and characterized *Polk* as merely holding that Commission safety rules established a POU's duty of care in a negligence action. D.98-10-059 rejected CMUA's arguments.

More recently, the Commission summarized its jurisdiction over POUs in R.08-11-005: "Under Pub. Util. Code §§ 8002, 8037, and 8056, the Commission's jurisdiction extended to publicly-owned utilities for the limited purpose of adopting and enforcing rules governing electric transmission and distribution facilities to protect the safety of employees and the general public."²³

3.2. Legal Precedent

We now turn to the case law beyond these prior Commission precedents. Both the POUs and SED Advocacy rely on *County of Inyo*²⁴ to support contrary positions. In *County of Inyo*, Inyo County initiated a complaint proceeding against LADWP over water rates charged to the County and its residents.²⁵ Inyo

²¹ *Polk v. City of Los Angeles*, 26 Cal. 3d 519 (1945).

²² The jurisdictional analysis in D.98-03-036 was written confusingly. In D.98-07-097, the Commission clarified that the emergency response standards did not apply to POUs but did not explain further.

²³ D.09-08-029 at 8.

²⁴ *County of Inyo v. Pub. Util. Comm'n*, 26 Cal. 3d 154 (1980) (Tobriner, J.).

²⁵ *Id.* at 156.

County argued there was a practical need for Commission regulation because Inyo residents could not vote in Los Angeles elections and thus had no political remedy for unreasonable water rates charged by LADWP.²⁶ The Commission, however, dismissed the complaint for want of jurisdiction over POUs, as the Legislature had not included POUs “within the classes of regulated public utilities in divisions 1 and 2 of the Public Utilities Code.”

Although the California Supreme Court determined that Commission jurisdiction over POUs was a constitutional possibility, as legislation conferring PUC jurisdiction “would fall clearly within the scope of present article XII, section 5 [of the California Constitution],” it also found that the Legislature had never enacted such a statute to confer jurisdiction.²⁷ Therefore, despite the equities favoring Inyo County and its residents, the Court was obliged to affirm the Commission’s dismissal.

In this proceeding, the POUs argue that “the plain language of Section 364 and SB 699’s legislative history both confirm that POUs are outside the scope of this OIR” because there is no statute granting jurisdiction.²⁸

In D.98-10-059, the Commission cited to County of Inyo for the proposition that “Article XII, section 5 authorizes the Legislature’s grant of jurisdiction” over POUs.²⁹ However, that decision concluded that Commission jurisdiction over POUs was granted not by § 364, but by §§ 8001-8057, which expressly confer jurisdiction to regulate electric lines for public safety purposes. The Commission

²⁶ *Id.* at 156, 158-59.

²⁷ *Id.* at 164.

²⁸ LADWPLADWT Opening Cmt. at 5.

²⁹ D.98-10-059 at 3.

reasoned that because §§ 8001-8057 were not limited to IOUs and § 364 did not purport to restrict Commission jurisdiction, it could enforce § 364 against POUs under §§ 8001-8057. “Moreover,” D.98-10-059 noted, “the Commission’s jurisdiction is liberally construed” under *Consumers Lobby Against Monopolies v. Pub. Util. Comm’n*,³⁰ and therefore “the absence of a specific statutory authorization [did] not necessarily deprive the Commission of jurisdiction.”³¹

As correctly noted in the Opening Brief of ORA, the Commission has consistently affirmed its jurisdiction to regulate safety issues concerning POUs. In D.98-03-036, the Commission held that pursuant to the Pub. Util. Code, it has the authority and duty to regulate and enforce safety aspects of the POUs.³²

ORA contends that the CPUC subsequently affirmed this determination in D.09-08-029 and D.10-02-034.³³ In D.09-08-029, the CPUC concluded that, as a matter of law, its jurisdiction “extends to POUs for the limited purpose of adopting and enforcing rules governing electric transmission and distribution facilities to protect the safety of employees and the general public.”³⁴

Polk³⁵ provides a basis to exercise Commission jurisdiction over POUs with respect to electric lines. In Polk, a tree trimmer was injured after a fall from a ladder caused by an electric shock from an overhead power line with worn insulation operated by the City of Los Angeles in its capacity as a municipal

³⁰ *Consumers Lobby Against Monopolies v. Pub. Util. Comm’n*, 25 Cal. 3d 891, 905 (1975).

³¹ D.98-10-059 at 4.

³² ORA Opening Brief at 5.

³³ *See Id.*

³⁴ D.09-08-029, Conclusion of Law Number (No.) 3.

³⁵ *Polk v. City of Los Angeles*, 26 Cal. 3d 519 (1945).

utility.³⁶ The overhead line was not maintained in accordance with General Order (GO) 64-A, a predecessor to GO 95, which prescribes rules for the design, construction, and maintenance of overhead lines.³⁷ At trial, the implied violation of GO 64-A was used to establish the duty of care for the municipal utility as well as the resultant breach.³⁸

On appeal before the California Supreme Court, the city argued that the Commission lacked jurisdiction over POU's and thus its safety rules could not prescribe POU's' duty of care. The Court conceded that, as a general matter, the Commission did lack jurisdiction over POU's, but then proceeded to state an exception for electric lines.

The Polk Court first observed that the predecessor statutes to §§ 8002, 8003, 8037, and 8056 applied by their express terms to municipalities and empowered the Railroad Commission (before it was reconstituted as the Public Utilities Commission) to inspect all electric lines and "make such further additions or changes as said commission may deem necessary for the purposes of safety to employees and the general public."³⁹ The Court then noted that the regulations which established the duty of care, GO 64-A, were promulgated pursuant to the foregoing statutory provisions. Because "[t]here can be no doubt that the Legislature was empowered to pass such a statute and make it

³⁶ *Id.* at 523-24.

³⁷ *Id.* at 538-39.

³⁸ *Id.* at 542 (Commission has "duty of making safety rules and regulations applicable to privately owned public utilities, and it is clear that such rules and regulations establish the standard of care . . . We can perceive of no reason why the same standard of care should not be applicable to all utilities whether publicly or privately owned.").

³⁹ *Id.* at 540.

applicable to [POUs]” and because “danger to the public is a matter of state concern,” POUs were subject to the Commission’s rules for electric lines.⁴⁰ The Court’s analysis is essentially the same as the Commission’s in D.98-10-059, which denied rehearing of the decision to apply the § 364(a) maintenance and inspection rules to POUs.

In Polk, the Court noted that “safety rules are in reality not regulations or the exercise of control by the commission” but are “nothing more than safety requirements in which the entire state has an interest.”⁴¹ The Commission reiterated that point in its conclusion about jurisdiction in D.98-10-059. The Court sanctioned the use of GO 64-A to prescribe POUs’ duty of care on the basis that the Legislature had long since authorized the Commission to inspect electric lines, including those owned by local governments, in the interest of public safety. In Polk, the Court noted that Commission authority over the public safety aspects of POUs’ operation is derived from the overriding statewide concern for public safety. The Polk Court found that “the safety of overhead wire maintenance is a matter of statewide rather than local concern, the state law is paramount.”

Sections 8001-8057, read in light of the Polk decision, make it clear that the Commission has the authority to apply physical security rules created through this rulemaking to the POUs. The Legislature granted the Commission the power to make “further additions or changes as the Commission deems necessary for the purpose of safety to employees and the general public.”⁴² The

⁴⁰ *Id.* at 540-41.

⁴¹ *Id.* at 541.

⁴² Public Utilities Code §§ 8037, 8056.

Commission is relying on this authority to set minimum standards to ensure the physical security of the State's electric grid, which is operated by both investor owned utilities and publicly owned utilities.

The rationale employed by the Polk Court applies even more forcefully in the present case, given the increased importance of electric service and the distribution grid, and the interconnected nature of the grid. The Legislature has directed the Commission to ensure the safety of employees and the public. That includes not only ensuring that wires are clear from accidental contact but also that the electrical systems are safe from intentional intrusions by bad actors. As the need to ensure the public safety of electric infrastructure is greater now, more so than ever before, the Commission's regulatory mandate is also correspondingly enhanced.

3.3. Safety Policy Concerns Support Commission Jurisdiction by POUs in Phase I

The physical security rules contemplated by the amended version of § 364(a) are similar to the maintenance and inspection rules contained in GO 165 and made applicable to POUs by D.98-03-036. Given this context, it is notable that the Legislature did not insert any language in the amended version of § 364(a) restricting the Commission's jurisdiction.

Moreover, even without § 364, the Commission has authority to make the new physical security rules applicable to POUs, as the statutory provisions which enabled the application of GO 64-A in Polk are virtually identical to §§ 8001-8056.

As noted above, Sections 8037 and 8056 authorize the Commission to "inspect all work" relating to surface and underground transmission and "make such further additions or changes as the commission deems necessary for the purpose of safety to employees and the general public." Section 8002 states that

the term “person” includes any “commission, officer, agent, or employee of this State, or any county, city, city and county, or other political subdivision thereof, and any other person, firm, or corporation.” Based on these statutory provisions, D.98-03-036 made GO 165 applicable to POU.

Sections 8001-8057 expressly apply to local government entities and authorize the Commission to promulgate new rules to ensure the safety of electrical lines. The mandate in § 364(a) to enforce “inspection, maintenance, repair, and replacement standards” is consistent with §§ 8001-8057, and Polk indicates that those statutory provisions provide sufficient statutory authority to extend the Commission’s physical security rules to POU.

The POU argue that the Commission’s jurisdiction over them is limited and it is inappropriate for the Commission to use statewide concerns about safety to expand the scope of the Commission’s jurisdiction.⁴³ They do concede that Commission decisions relating to safety may be relevant to the POU to the extent that they represent industry standards.⁴⁴ In view of the Commission’s mandate to ensure the safety of the State’s electric grid, the Legislature tasked it with developing standards for the overhead and underground electrical systems. The authorizing statutes specifically grant the Commission authority to develop these standards and ensure compliance with them, not just by IOU, but also the POU.⁴⁵ The POU state that by applying new physical security rules to them, the

⁴³ Joint Opening Comments at 4.

⁴⁴ *Id.*

⁴⁵ Public Utilities Code section 8002.

Commission is encroaching on the domain of the public entities' police, fire and safety departments. This argument is without merit. Precedent, public policy considerations and longstanding Commission practice provides the Commission with sufficient basis in this particular case to extend physical security rules to POUs. The Commission already possesses jurisdiction over the POUs, for the purposes of setting, and ensuring compliance with, standards for their electrical grids to ensure safety. The Commission does not intend in any way to usurp the role of the public utilities' police, fire and safety departments. The rules set forth in this decision are the minimum standards to ensure the physical security of the State's electric grid. The POUs' governing bodies may, of course, prescribe standards that go above and beyond these requirements.

The major focus of Phase I of this proceeding is to address the risks and threats of a long-term outage to a distribution facility. Clearly, a long-term outage at any distribution facility poses numerous safety issues, whether it be at an IOU or POU facility. The Commission was tasked with establishing industry standards to help reduce the risk and threats of a long-term outage. Minimizing the risks to distribution systems throughout the state promotes public safety and helps to establish industry standards. Further, as the Commission noted in D.98-10-059, electrical disruptions can affect neighboring utilities, regardless of their ownership: "emergencies or power outages with a municipal utility's service area can have effects on the State's grid that are not confined to that utility's electric system."⁴⁶ Threats to the electrical grid and public safety do not discriminate based on the utility's ownership. Therefore, we conclude that it is

⁴⁶ D.98-10-059 at p. 4.

within the authority and jurisdiction of the Commission to have these standards apply to both the IOUs and the POUs.

We now will briefly address the issues raised concerning § 2107, which grants the Commission authority to perform investigations and levy fines against the IOUs. It is the intention of the Commission to use Phase I of this proceeding to establish systemwide industry standards that are aimed at addressing the potential risks and threats associated with a long-term outage at a distribution facility on a statewide basis, and we are optimistic that the POUs, having participated extensively in the proceeding, will adhere to these standards. This proceeding is not designed to expand Commission investigatory or penalty authority against the POUs beyond what it already possesses.

3.4. Phase II Jurisdiction

The POUs assert that neither the Pub. Util. Code nor public policy supports the exercise of Commission jurisdiction over emergency and disaster preparedness planning for Phase 2.

As originally enacted, § 364(b) required the Commission to “adopt standards for operation, reliability, and safety during periods of emergency and disaster.” However, in D.98-03-036 and D.98-07-097, the Commission clarified that the emergency response rules could not be applied to POUs. The Commission concluded that because §§ 8001-8057 do not relate to emergency and disaster preparedness, those provisions do not support the exercise of Commission jurisdiction over POUs with respect to emergency and disaster preparedness.

This conclusion is still sound, as § 768.6 does not evince a Legislative intent to alter the status quo by expanding the Commission’s jurisdiction. We therefore conclude that adherence to proposed Phase II rules concerning disaster and

emergency preparedness plans shall not be required of the POUs. Although not bound by Commission rules pertaining to disaster and emergency preparedness plans, the POUs are encouraged to participate in Phase II of this proceeding and to adopt resulting best practices to the extent they find them useful and appropriate. Consistency on a statewide level as it relates to emergency and disaster preparedness plans is a desirable goal. POU participation will advance this aim.

4. The Joint Utility Proposal

To meet the requirements of SB 699, SED RASA conducted a series of four physical security workshops from May to September 2017. In connection with these four workshops, a technical working group was formed by the parties which submitted the Joint Utility Proposal to provide guidance for compliance with § 364.

The Joint Proposal describes how a utility should establish a Distribution Substation and Distribution Control Center Security Program (Distribution Security Program).⁴⁷ The Distribution Security Program consists of the following: 1) Identification of distribution facilities, 2) Assessment of physical security risk on distribution facilities, 3) Development and implementation of security plans, 4) Verification, 5) Record keeping, 6) Timelines and 7) Cost recovery.

The following is a summary of the utility working group's Joint Proposal:

⁴⁷ The Joint Utility Proposal defines Distribution Substation as an electric power substation associated with the distribution system and the primary feeders for supply to residential, commercial and/or industrial loads. A Distribution Control Center is defined as a facility that has responsibility for monitoring and directing operational activity on distribution power lines and Distribution substations.

4.1. Identification

In accordance with the general direction of SB 699, the intent of the Joint Utility Proposal is to implement a risk management approach towards distribution system physical security, with appropriate consideration for resiliency, impact and cost. The Joint Utility Proposal sets forth a set of general principles that derive from information described and evaluated during the workshops. These principles note the following:

1. Distribution systems are not subject to the same physical security risks and associated consequences, including threats of physical attack by terrorists, as the transmission system.
2. Distribution utilities will not be able to eliminate the risk of a physical attack occurring, but certain actions can be taken to reduce the risk or consequences, or both, of a significant attack.
3. A one-size-fits-all standard or rule will not work. Distribution utilities should have the flexibility to address physical security risks in a manner that works best for their systems and unique situations, consistent with a risk management approach.
4. Protecting the distribution system should consider both physical security protection and operational resiliency or redundancy.
5. The focus should not be on all Distribution Facilities, but only those that risk dictates would require additional measures.
6. Planning and coordination with the appropriate federal and state regulatory and law enforcement authorities will help prepare for attacks on the electrical distribution system and thereby help reduce or mitigate the potential consequences of such attacks.

Consistent with these general principles, the Joint Utility Proposal suggests various criteria to provide Operators⁴⁸ with guidance needed to identify Distribution Facilities⁴⁹ requiring further assessment.

Specifically, the Joint Utility Proposal sets forth the following as facilities requiring such assessments:

1. Distribution Facility necessary for crank path, black start or capability essential to the restoration of regional electricity service that are not subject to the California Independent System Operator's (CAISO) operational control and/or subject to North American Electric Reliability Corporation (NERC) Reliability Standard CIP-014-2 or its successors;
2. Distribution Facility that is the primary source of electrical service to a military installation essential to national security and/or emergency response services (may include certain air fields, command centers, weapons stations, emergency supply depots);
3. Distribution Facility that serves installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants);
4. Distribution Facility that serves a regional public safety establishment (may include County Emergency Operations Centers; county sheriff's department and major city police department headquarters; major state and county fire service headquarters; county jails and state and federal prisons; and 911 dispatch centers);
5. Distribution Facility that serves a major transportation facility (may include International Airport, Mega Seaport,

⁴⁸ An Operator is an Electrical Corporation, a Local Publicly Owned Electric Utility, or an Electrical Cooperative responsible for the reliability of one or more Distribution Facilities.

⁴⁹ A Distribution Substation or Distribution Control Center.

- other air traffic control center, and international border crossing);
- 6. Distribution Facility that serves as a Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development; and
- 7. Distribution Facility that serves over 60,000 meters.

4.2. Assessment

After the Operator has identified any Distribution Facility requiring additional assessment (“Covered⁵⁰ Distribution Facility”), the operator will conduct an evaluation of the potential risks associated with a successful physical attack on such a facility or facilities and whether existing grid resiliency, requirements for customer-owned back-up generation and/or physical security measures appropriately mitigate identified risks. In doing so, the Operator may consider the following:

1. The existing system resiliency and/or redundancy solutions (*e.g.*, switching the load to another substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions);
2. The availability of spare assets to restore a particular load;
3. The existing physical security protections to reasonably address the risk;
4. The potential for emergency responders to identify and respond to an attack in a timely manner;
5. Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather;

⁵⁰ “Covered” is the utility working group term employed to describe those assets that are applicable, or that should be subject to physical security. We will employ this term for the length of this decision for the sake of consistency.

6. History of criminal activity at the Distribution Facility and in the area;
7. The availability of other sources of energy to serve the load (*e.g.*, customer owned back-up generation or storage solutions);
8. The availability of alternative ways to meet the health, safety, or security; and
9. requirements served by the load (*e.g.*, back up command center or water storage facility).

4.3. Mitigation Plan

In order to address the risk of a long-term outage to a Covered Distribution Facility due to a physical attack, each Operator will develop and implement a Mitigation Plan⁵¹. The Operator should have discretion to select the specific security measures that are most appropriate for the Covered Distribution Facility. The Mitigation Plan will include consideration of the costs associated with any physical security improvements. In developing the Mitigation Plans, the Operator may also consider local geography and weather, engineering judgment and its own experience.

In developing Mitigation Plans, Operators may use risk-based performance standards to identify the means by which a Covered Distribution Facility's security can be upgraded (*e.g.*, perimeter security, improved monitoring) and its resiliency improved (*e.g.*, timely access to spare equipment, the ability to serve in whole or in part from another facility or circuit, back-up generation or storage). A performance standard specifies the outcome required

⁵¹ The documentation of a risk-based strategy for mitigating the impacts of a physical attack on a Covered Distribution Facility. The strategy may consist of operational resiliency measures or physical security measures.

but leaves the specific measures to achieve that outcome up to the discretion of the Operator. The goal in this case is to reduce the risk and/or consequences of a successful physical attack on a Covered Distribution Facility and provide a variety of solutions to mitigate the risk and/or consequences and achieve the goal.

Examples of potential resiliency and security solutions that could be deployed to address identified risks and are not meant to be binding or definitive or to be required for any particular Distribution Facility include, but are not limited to:

Examples of Potential Resiliency Solutions:

1. Strategically Located Spares – Strategically locate spare equipment to facilitate the repair of a Covered Distribution Facility;
2. Distribution Resiliency Upgrades – Adding circuit ties or other facilities to enhance the ability to switch around damaged facilities to facilitate the repair and restoration of service;
3. Enhanced Resiliency Response – Develop response strategies for temporarily restoring service (e.g., mobile generation/storage, jumper from an adjacent circuit);

Examples of Potential Security Solutions:

1. Access – Measures to limit unauthorized entry or breach of the facility (e.g., fencing, gates, barriers or other security devices);
2. Deterrent – Measures to discourage unauthorized entry or breach of the facility (e.g., cameras, lights); and

Coordination – Measures to further collaborate with law enforcement as appropriate.

4.4. Verification

In order to evaluate each Mitigation Plan(s), each Operator will select an unaffiliated third party with the appropriate experience needed to review the Identification and Assessment evaluations and the Mitigation Plan(s) performed and developed by the Operator. After the Mitigation Plans have been evaluated, the Operator should either modify its Mitigation Plan to be consistent with the recommendations or document its reasons for not doing so.

4.5. Records

Adequate record retention is important to ensure each utility's Mitigation Plan is successful. Electronic or hard copy records of the Distribution Security Program implementation will be retained for not less than five (5) years. Such records are extremely confidential and will be maintained in a secure manner at the Operator's headquarters. The records maintained by an Operator will be available for inspection at its headquarters or San Francisco offices by Commission staff upon request.

Electronic or hard copy records of the Operator's Distribution Security Program Implementation will include, at a minimum:

- 1) The Operator's Identification of Distribution Facilities requiring further assessment;
- 2) Each Operator's Assessment of the potential threats and vulnerabilities of a physical attack and whether existing grid resiliency, customer-owned back-up generation and/or physical security measures appropriately mitigate the risks on each of its identified Distribution Facilities;
- 3) Each Operator's Mitigation Plans covering each of its Covered Distribution Facilities under Section 4;
- 4) The unaffiliated third-party evaluation of the Operator's Identification and Assessment evaluations and Mitigation Plans performed and developed by the Operator; and

- 5) If applicable, the Operator's documented reasons for not modifying its Mitigation Plans consistent with the unaffiliated third-party's evaluation.

4.6. Timelines and Frequency

Any Operator that has identified at least one Distribution Facility requiring further assessment whose risks are not found to be appropriately mitigated during the verification phase will complete an initial draft of its Mitigation Plan(s), within eighteen (18) months from the effective date of these guidelines.

Where the Operator is required to seek verification, the Operator will obtain an unaffiliated, third-party review within twenty-seven (27) months from the effective date of these guidelines. Each Operator will meet all obligations set out in this decision within thirty (30) months of the effective date of these guidelines.

4.7. Cost⁵²

The IOUs propose that at its discretion, the Operator may establish an account to track the expenditures associated with the development and execution of its Distribution Security Program. IOUs request authorization to file Tier 1 Advice Letters for this purpose. Electrical Cooperatives and POUs would act in accordance with any processes established by a governing or other type of board with the requisite authority.

IOUs also recommend that they be authorized to file separate applications or GRC requests for the recovery of costs associated with their respective

⁵² The issue of costs discussed in this section are the positions advanced by the IOUs. We decline to implement the cost recovery measures suggested by the IOUs. Rather, they will follow the cost recovery methods as set forth in Section 6.8 below.

Distribution Security Programs. Although the Distribution Security Program documents are considered security-sensitive information and cannot be filed as supporting documentation, the IOUs may file a public version of the unaffiliated third-party review and Commission approval in support of their recovery requests.

5. SED RASA Staff Evaluation of Joint Utility Proposal, Security Plan Element and SED RASA Recommendations

Four workshops were conducted during Phase I of this proceeding. The first three workshops identified and explored the regulatory framework that currently exists for assessing physical security and how new regulations could be drafted. The utilities presented the Joint Utility Proposal at the fourth workshop.

In addition to being actively involved with the workshops, SED RASA analyzed the Joint Utility Proposal and made various recommendations. This analysis was made available to the parties on January 16, 2018 within a ruling by the assigned ALJ. The parties filed both comments and reply comments on SED RASA's evaluation. SED RASA thoroughly considered all comments and reply comments, and in response undertook additional evaluation, and revisited its original set of recommendations.

The Joint Utility Proposal would introduce new requirements covering electric assets that support distribution-level service within California's regulatory and safety jurisdiction. These assets, largely substations and control centers, do not typically rise to the level of critical infrastructure as defined in the federal Critical Infrastructure Protocols (CIPs). Yet, they are essential for providing reliable energy to residential, commercial and industrial loads.

In addition to the new rules and measures articulated by the Joint Utilities in their Proposal, as outlined in Section 4 above, SED RASA recommends additional new rules and measures, and guiding principles, above and beyond

those outlined in Section 4, to further strengthen the Joint Utility Proposal. These items are detailed below.

6. Guiding Principles of California Electric Physical Security

- 1) Costs of incremental physical security measures should be reasonable, controlled, and weighed against potential benefit, so they do not result in a burden to ratepayers.
- 2) Opportunities to incorporate high-benefit, low-cost measures should be captured, particularly at the time of new or upgraded substation construction.
- 3) Distribution assets should be hardened or designated with consideration for ensuring service integrity to essential customers, among other factors identified in the Joint Proposal.
- 4) Resiliency strategies to ensure that priority distribution assets, particularly those tied to service of essential customers remain in service and are able to rapidly recover from an unplanned service outage should be considered an equally effective response to addressing physical security risks.

6.1. Six-Step Procedure to Address Utilities' Distribution Assets

SED RASA recommends the following six-step procedure for carrying out new physical security plan requirements to address utilities' distribution assets. These proposed steps are modeled on the security plan requirements set forth by NERC CIP-014.

This six-step plan is as follows:

Step 1. Assessment. Drafting of a plan, addressing prevention, response, and recovery, which could be prepared in-house or by a consultant, and which shall include proposed and recommended mitigation measures.

Step 2. Independent Review and Utility Response to Recommendations. Proposed plan would be reviewed and by

an independent third party, likely a qualified consultant expert, national laboratory, or a regulatory or industry standard body (such as the Electric Power Research Institute). Step 2 would include reviewer recommendations that assess and appraise the appropriateness of the risk assessment, proposed mitigation measures, and other plan elements. A utility would be expected to fully address reviewer recommendations, including justifying any mitigations that it declines to accept; the independent third-party opinion/recommendations, utility response, threat and risk assessment, and mitigation measures combined would constitute a final plan report.

Step 3. SED Review (for IOUs only). Final plan report would be reviewed by the CPUC SED (recurring every five years)⁵³ so as to determine whether it is in compliance with regulatory requirements, and eligible to request funding for implementation. Upon five years from the date of adoption, a utility would be required to have any revised or original plan updated and repeat the review process. Utilities may be afforded regulatory relief by way of an exemption request process for special cases where undertaking of the plan overhaul and/or review process may be impracticable or unduly burdensome. Non-compliance could result in an enforcement action, potentially resulting in sanctions and/or penalties as provided by PU Code Sec. 364(c). An SED finding of compliance would render IOUs eligible to request funding for appropriate physical security needs identified by IOUs; project expenditures would be tracked in a memorandum account and subject to reasonableness review in the GRC.

⁵³ This time interval is based on the requirements instituted for the City of Los Angeles under City Charter.

Step 3a. Plan Review (for POU's only). Final plan report would be deemed adequate (recurring every five years, and eligible for same exemption request process made available to the IOUs) by a qualified authority designated by the applicable local governance body. (For example, Riverside Public Utilities currently develops a security and emergency response plan that conforms to the Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) standards and receives their endorsement.)

Step 4. Adoption (for POU's only). Reviewed plan would be submitted to the appropriate regulatory oversight body (local governance body) for review and greenlighting (adoption). Step 4 should include funding to implement the plan.

Step 4a. Notice. (for POU's only). Provide CPUC with official notice (ideally including a copy of a resolution of the adopted plan action.

Step 5. Maintenance. Ongoing adopted plan refinement and updates as appropriate and as necessary to preserve plan integrity. All security plans should be concurrent with and integrated into utility resiliency plans and activities.

Step 6. Repeat Process. Plan overhaul and review every five years.

For now, the Commission finds the process described above, adequate. Should the Commission subsequently find that a more structured and formal process of Security Plan approval is desirable or changes to the Security Plans themselves, the Commission could make such determination via resolution or a decision based upon a developed record. Changes to Security Plan requirements may also be done by SED (or successor entity) director letter.

6.2. Additional Requirements for Mitigation Plans

These additional requirements are:

1. California electric utilities shall, within any new or renovated distribution substation, incorporate and design their facilities to incorporate reasonable security features.
2. Utilities' security plans shall include a detailed narrative explaining how the utility is taking steps to implement:
 - (a) An asset management program to promote optimization and quality assurance for tracking and locating spare parts stock, ensuring availability and the rapid dispatch of available spare parts;
 - (b) A robust workforce training and retention program to employ a full roster of highly-qualified service technicians able to respond to make repairs in short order throughout a utility's service territory using spare parts stockpiles and inventory;
 - (c) A preventative maintenance plan for security equipment to ensure that mitigation measures are functional and performing adequately; and,
 - (d) A description of Distribution Control Center and Security Control Center roles and actions related to distribution system physical security (this item would be for IOUs only).

6.2.1. Additional Optional Requirements for Mitigation Plans

The Commission highly encourages and recommends the following optional security measures and best practices:

1. A training program for appropriate local law enforcement and utility security staff to optimize communication during a physical security event. Training for law enforcement should include information on physical infrastructure and relevant utility operations;
2. A determination of the vulnerability of any associated communication utility infrastructure that supports priority distribution assets, which if deemed to be vulnerable, should have appropriate mitigation measures prescribed; and

3. Incorporating into applicable new and renovated or upgraded utility facilities design features that promote a sense of order and ownership, increase surrounding visibility and sightlines, capture opportunities for defensibility, and confound intrusion attempts by delaying and frustrating attackers via strategic placement of assets. These concepts, well-established within and embraced by the power industry and other applications, are encouraged and called out by NERC within CIP-014 guidelines as Defense in Depth and Community Protection through Environmental Design.

The Commission finds that these additional measures hold potential for increasing grid resilience and reliability, but declines at this time to make the measures obligatory, recognizing the utilities' work ahead to master new physical security regulations and complete their first iteration of mitigation plans and annual reports. 6.3. Third-Party Verification

As noted in Section 6.1 above ("Step 2. Independent Review and Utility Response to Recommendations"), a required third-party review shall occur in tandem with completion of a list of recommended mitigation measures.⁵⁴ The third-party reviewer shall prepare recommendations on appropriate mitigation measures and/or a statement supporting or rejecting proposed mitigation measures. This statement shall contain justification for the acceptance or rejection of each proposed mitigation measure.

Each utility shall produce a response to these proposed mitigation measures and the third-party expert's opinion and recommendations, indicating whether it concurs or disagrees, and whether a given mitigation measure will be implemented, or is declined. Utilities should provide a justification for declining any proposed mitigation measures.

⁵⁴ This original plan and the third-party review may collectively be called the Mitigation Plan.

A utility's risk-threat assessment, mitigation plan, consultant appraisal and statement, and utility response, would together comprise its Security Plan Report. The Security Plan should include an estimated timeframe for how long it will take to implement the Mitigation Plan and a cost estimate for incremental expenses associated with implementing the Mitigation Plan.

6.4. Third-Party Expert Qualifications

Each utility shall employ a qualified third-party expert to provide independent verification of any Distribution Security Program and Mitigation Plans, taking the following requirements into account:

Unaffiliated Third-Party Reviewer: The Unaffiliated Third-Party Reviewer shall be an entity other than the Operator with appropriate expertise, as described below. The selected third-party reviewer cannot be a corporate affiliate of the Operator (*i.e.*, the third-party reviewer cannot be an entity that is controlled by the utility or controlled by or is under common control with, the Operator). A third-party reviewer also cannot be a division of the Operator that operates as a functional unit. A governmental entity can select as the third-party reviewer another governmental entity within the same political subdivision, so long as the entity has the appropriate expertise, and is not a division of the Operator that operates as a functional unit, *i.e.*, a municipality could use its police department as its third-party reviewer if it has the appropriate expertise.

Unaffiliated Third Party Reviewer Appropriate Expertise:⁵⁵ The Unaffiliated Third-Party Reviewer shall be an entity or organization with electric industry physical security experience and whose review staff has appropriate physical security expertise, *i.e.*, have at least one member who holds either an ASIS International Certified Protection Professional (CPP)

⁵⁵ Unaffiliated Third-Party Reviewer Appropriate Expertise can be established by any of these methods.

or Physical Security Professional (PSP) certification; an entity or organization with demonstrated law enforcement, government, or military physical security expertise; or an entity or organization approved to do physical security assessments by the CPUC, Electric Reliability Organization or similar electrical industry regulatory body.

6.5. Access to Information

The Commission is currently engaged in an effort to update its policies regarding the protection of confidential information in a rulemaking related to Public Records Act requests.⁵⁶ Additionally, a recent decision approved an update to General Order 66-D, which took effect in January 2018. The utilities in their Joint Proposal and in comments have advocated for the use of a Reading Room approach that would require that Commission staff visit IOU property to view physical security-related information that they consider to be highly confidential, or at a level of sensitivity which utilities believe Commission confidentiality rules and provisions are unequipped to address.

Commission staff, in the course of carrying out Phase I of this proceeding, report having tested the Reading Room approach with mixed results. Commission staff report having visited utility offices to obtain data and view documentation previously denied by investor owned utilities in response to data requests. Commission staff's complaint with the Reading Room approach is they were not allowed by the utilities to engage in notetaking or any other means of keeping records of documents made available in the Reading Room.

The Commission recognizes that the Reading Room approach by nature entails certain limitations on Commission staff's ability to freely and

⁵⁶ R.14-11-001, Order Instituting Rulemaking to Improve Public Access to Public Records Pursuant to the California Public Records Act.

independently review and assess utility documents utility reports and submittals.

For these reasons, we have concerns about relying on the Reading Room approach as the sole means for accessing utility information necessary to gauge whether utilities are in compliance with this decision's provisions for producing and furnishing the Commission with recurring regulatory compliance reports and ongoing updates.

Parties including SED Advocacy and ORA recommend making the Reading Room approach temporary, while the utilities recommend that it be designated permanent status.

We conclude that neither recommendation fully satisfies the need to conveniently access regular regulatory filings. At the same time, we are mindful of the concerns raised by the utilities regarding sensitive physical security-related information.

We therefore bifurcate utility physical security-related information into two categories for the purposes of Commission staff access and the transfer of data:

- Category 1 - information that is specifically required to reviewed by the Commission in this decision ("routine regulatory compliance filings);” and
- Category 2 - other information which Commission staff may request of utilities from time to time ("ad hoc information”).

Category 1 routine regulatory compliance filings will not be subject to the Reading Room approach and shall be provided to SED staff by means of transmittal to the Commission. Category 2 ad hoc information shall be subject to the Reading Room approach.

The Commission adopts the Reading Room approach as an interim solution pending the ongoing R.14-11-001 rulemaking establishing new rules for the safekeeping, sharing, transmittal, and inspection of confidential information. The Commission intends to monitor the effectiveness of the Reading Room approach, and review and revise the approach as needed.

The Reading Room approach shall entail utility information being made available to Commission staff on utility property at a location convenient and agreed to by CPUC staff.

It remains without question that the Commission and its staff require and are fully entitled to access to such information, as long as protections against public release are maintained. Especially in cases where the Commission is investigating an incident (whether it is already defined in our regulations or a new aspect, such as physical or cyber-attack), access to records shall be provided promptly upon the Commission request.

It should be noted that the Reading Room approach only relates to how the Commission may access confidential utility information relating to physical security, and that utilities still are required to first justify confidentiality claims relating to all information being made applicable to the Reading Room approach as per generally applicable Commission requirements.

Additionally, nothing in the present decision establishes a basis for utilities to restrict access to any information that is publicly accessible pursuant to Commission rulings, orders, or other actions. To the extent that utilities believe that restricting public access to any category of information that is publicly available is necessary for mitigating physical security risks to a Covered Distribution Facility, they should describe and justify any restrictions on

information access they propose within their Mitigation Plans for any affected Covered Distribution Facilities.

6.6. Timeline for Implementation

Security Plans shall be completed in accordance with the following criteria:

1. Each utility's Security Plan Report is due to the CPUC within 30 months of the approval of this decision; and
2. POU's only — Within 30 months of the approval of this decision, the POU's shall provide the Director of Safety and Enforcement Division and the Director of the Energy Division with notice of the plan adoption by way of copy of a signed resolution, ordinance or letter by a responsible elected- or appointed official, or utility director. If a POU has an existing security plan that has been adopted by its Board of Directors or City Council within three years prior to the date of this decision, the requirement to have a plan adopted may be waived by the Commission.

6.7. Reporting

Utilities shall provide to the Director of the Safety and Enforcement Division and the Director of the Energy Division copies of all OE-417 reports submitted to the U.S. DOE within two weeks of filing with U.S. DOE.

All utilities except SDG&E objected to SED RASA's recommendation of annual reporting, citing a preference for data requests as the appropriate vehicle. We disagree that the responsibility to be made aware of any incidents should fall on the Commission. Additionally, such an annual reporting requirement is enshrined into law per § 590 of the Pub. Util. Code. Therefore, and in order to ensure statewide consistency, we require the utilities to submit an annual report.

These annual reports shall be submitted to the Director of the Safety and Enforcement Division and the Director of the Energy Division by March 31 each year, commencing in 2020. Each report shall include a section that describes any physical security incident resulting in a utility insurance claim. The Commission

does not require copies of filed insurance claims or specifics of asset vulnerability that allowed for a physical security breach. Rather, the submittal should be a high-level report. Utilities should make mention of any incidents reported for insurance claims within the annual reporting period of April 1 to March 31 and include such general information as location, and impact of the incident, and monetary value of claim. Filing should include a data file (in Microsoft Excel format). As with all Commission filings, should utilities believe that certain information is sensitive, they must follow GO 66-D requirements for identifying confidential information.

To meet the reporting requirement introduced in SB 699 in Pub. Util. Code § 364 (b) now located in § 590, these annual reports should also include any significant changes to the Security Plan Reports (including new facilities covered by the Plan or major mitigation upgrades at previously identified facilities). Because the statutory language provided that these be publicly available, the utility may provide both a complete report for the Commission and an appropriately redacted version for the public to be posted on the Commission's web site.

6.8. Cost Recovery

The Joint Utilities propose that they should be authorized to file separate applications to request recovery of the costs associated with their Distribution Security Programs. We disagree that the electric utilities should be authorized to file separate applications to request recovery of costs associated with their respective Distribution Security Programs. Utilities may establish a memorandum account to track associated costs. However, cost recovery requests shall be made in each utility's general rate case (GRC).

Electrical Cooperatives and POU's should act in accordance with processes established by a governing or other type of board with the authority to approve such processes, if any.

7. Commission Position on Joint Utility Proposal and SED RASA Recommendations

The Commission finds that the elements of the Joint Utility Proposal set forth in the mitigation plans represent a first-of-its kind effort at the state level, and yet they do not go far enough to prescribe reasonable physical security measures. Additionally, the Commission finds that the SED RASA recommendation to include additional requirements is sound and advisable. We find that the Joint Utility Proposal, augmented by all of the above additional measures and clarifications as recommended by SED RASA⁵⁷ strike the right balance between achieving grid protection and keeping electricity service affordable. As such, the Commission finds adoption of the combined provisions of Sections 4 and 6 outlined above, will provide an appropriate level of physical security and ensure California grid resilience should another Metcalf-type sabotage event target the state's electric utilities' distribution infrastructure.⁵⁸

⁵⁷ SED RASA recommendations for additional measures consist of the following:

- 6.0 Guiding Principles of California Electric Physical Security
- 6.1 Six-Step Procedure to Address Utilities' Distribution Assets
- 6.2.1 Additional Optional Requirements for Mitigation Plans
- 6.2 Additional Requirements for Mitigation Plans
- 6.3 Third-Party Verification
- 6.4 Third-Party Expert Qualifications
- 6.5 Access to Information
- 6.6 Timeline for Implementation
- 6.7 Reporting
- 6.8 Cost Recovery

⁵⁸ Should there be any question of which shall predominate should there be any incongruity or conflict between a utility or SED RASA recommended rule, the SED RASA rule shall apply.

In closing, the Commission notes that it is desirable that California's electric utilities coordinate to the fullest extent practicable to exchange information and best practices that advance the State's safety, security, and resilience goals. To this end, all utilities will be expected to relay information about critical loads within a service territory to any other utility in California whose distribution facilities also are used to supply electricity for those critical loads.

8. Safety Considerations

Safety is a major concern for the Commission. The Commission's safety goals are furthered by ensuring all California electric utilities have identified priority distribution assets that merit special protection, and prescribing measures to reduce risks and threats to these assets.

9. Conclusion

Phase I of this proceeding requires electric utilities to identify electric supply facilities which may require special protection and measures to identify risks and threats. Each Operator will develop and implement a six-step Mitigation Plan modeled on the security plan requirements set forth by NERC CIP-014. The safety and security benefits promoted by these Mitigation Plans mandate that the POUs also comply with these requirements as set forth in this decision.

10. Comment Period

The proposed decision in this matter was mailed in accordance with § 311 of the Pub. Util. Code and comments were allowed under Rule 14.3 of the Commission's Rules of Practice and Procedure. Comments were filed on November 29, 2018, by PG&E, SCE, SDG&E, CMUA/LADWP/SMUD and SED Advocacy, and reply comments were filed on December 4, 2018 by PG&E, SCE,

SDG&E, CMUA/LADWP/SMUD, SED Advocacy and ORA, filing as the Public Advocates Office.

In their comments the utilities sought greater conformity with the original Joint Utility Proposal, particularly in the proposed timeline for compliance, and argued against the requirements in the Plans regarding asset management, workforce training, and preventative maintenance planning going beyond federal CIP-014 requirements, recommended by SED RASA. SED Advocacy sought to make mandatory certain optional aspects of the RASA recommended changes to the Joint Utility Proposal. SCE sought to eliminate certain requirements for submitting confidential information in their plans to the CPUC for staff validation and to make the Reading Room approach to access to sensitive data a permanent feature. POUs expressed concerns about sharing information about critical loads among adjacent utilities, and sought clarification of definitions of physical security incidents reported in the federal OE-417 reports.

The Commission finds it reasonable to adopt the compliance timelines initially expressed in the Joint Utility Proposal and has clarified some of the requirements for providing the Commission with plans and reports in the body of this decision. Additionally, the proposed decision that was initially mailed for comment included an Appendix. Upon further review, we have decided to remove the Appendix from the final decision. Other proposed changes are not adopted.

11. Assignment of Proceeding

Clifford Rechtschaffen is the assigned Commissioner and Gerald F. Kelly is the assigned Administrative Law Judge to the proceeding.

Findings of Fact

1. SB 699 directs the Commission to develop rules for addressing physical security risks to the distribution systems of electrical corporations.
2. AB 1650 directs the Commission to develop emergency preparedness plans applicable to electrical corporations and water companies regulated by the Commission.
3. This proceeding will be conducted in two phases.
4. Phase I of this proceeding pertains to the requirements set forth in SB 699.
5. Phase II of this proceeding pertains to the requirements set forth in AB 1650.
6. Ensuring the physical security of all electrical supply systems is of great importance to the Commission.
7. Ensuring the physical security of all electrical supply systems within the state will help maintain high quality, safe and reliable service.
8. Four Phase I physical security workshops were conducted by SED RASA from May to September 2017.
9. During these workshops, a technical working group was formed by the utilities.
10. As a result of technical working group discussions, the utilities submitted a Joint Utility Proposal.
11. The Joint Utility Proposal offered guidance for compliance with SB 699, and represented a first-of-its-kind effort to establish new critical asset protections at the distribution level.
12. The Joint Utility Proposal (at 4.1.6 and 4.3.3 above) provided assurance that IOUs and POUs would partner with law enforcement agencies broadly to plan, coordinate, and share information to ensure safety, resilience, and security.

13. The Commission expects that all California utilities will communicate, coordinate, and share best practices with law enforcement and each other, as appropriate to advance, local, State, and Federal safety and security goals.

14. SED RASA evaluated the Joint Utility Proposal and identified areas where the proposed security plans could be improved.

15. Review of the Distribution Security Plans (Security Plans and its components are the process of drafting the Mitigation Plan) and Mitigation Plans (Mitigation Plans are the plans that are ultimately adopted) by independent third parties will help to strengthen these plans.

16. Ensuring that confidential security information is not released to the public is of great importance to the Commission.

17. The Commission is currently engaged in an effort to update its policies regarding the protection of confidential information in a rulemaking related to Public Record Acts Requests in R.14-11-001.

18. D.17-09-023, which became effective on January 1, 2018, updated GO 66 D as it relates to submission of confidential information to the Commission.

19. The Commission and its staff are fully entitled to access confidential information, as long as protections against public release are maintained.

20. The Commission recognizes that the Reading Room approach advanced in the Joint Utility Proposal is imperfect, with SED staff reporting inconsistency statewide, and issues and concerns with its ease, practicality, usefulness, and timeliness in their experience with testing it in the course of carrying out this proceeding.

21. The Commission recognizes that the Reading Room approach by nature entails certain limitations on Commission staff's ability to review IOU documents, which may not afford notetaking or records retention all and any of

which may render arduous and impractical its usage for the purposes of reviewing recurring and routine required submittals described within this decision.

22. The Commission therefore determines that it is not desirable to apply the Reading Room approach to recurring and routine required IOU submittals and updates described within this decision (i.e., Physical Security Plan Reports and Drafts, Mitigation Measures and Consultant-prepared documents, Annual Reporting, and OE-417 Reports).

23. The Commission adopts the Reading Room approach as an interim solution to the handling and sharing of other physical security data requested by Commission staff on an ad hoc basis, allowing Commission staff to review documents at a utility property location convenient to and agreed to by CPUC staff such as the utility's San Francisco office address.

24. The Reading Room approach shall be superseded by outcomes in the ongoing R.14-11-001 rulemaking.

25. It is important to maintain uniformity at a statewide level as it relates to ensuring the physical security of the electrical distribution system.

26. It is reasonable that Step 2 of the Six-step Plan Process require that an independent third-party review a utility's physical security plan to assess and appraise the sufficiency of the risk assessment, proposed mitigation measures, and other plan elements and make recommendations regarding the plan elements.

27. It is reasonable that Step 3a of the Six-step Plan Process require that the POU's provide the Commission with notice of successful completion of their Security Plan review and adoption.

28. It is reasonable that all California electric utilities be required, within any new or renovated distribution substation, to design their facilities to incorporate reasonable security features.

29. It is reasonable that all California electric utilities be required to include within their security plans a detailed narrative explaining how the utility is taking steps to implement:

- a) An asset management program to promote optimization and quality assurance for tracking and locating spare parts stock, ensuring availability and the rapid dispatch of available spare parts;
- b) A robust workforce training and retention program to employ a full roster of highly-qualified service technicians able to respond to make repairs in short order throughout a utility's service territory using spare parts stockpiles and inventory;
- c) A preventative maintenance plan for security equipment to ensure that mitigation measures are functional and performing adequately; and,
- d) A description of Distribution Control Center and Security Control Center roles and actions related to distribution system physical security (this item (d) would be required for IOUs only).

30. It is reasonable to expect California's electric utilities to coordinate with one another to the fullest extent practicable, and to relay information about critical loads within a service territory to any other utility in the state whose distribution facilities also are used to supply electricity for those critical loads.

Conclusions of Law

1. SB 699 confers on the Commission authority to develop rules for addressing the physical security risks to the distribution systems of electric corporations.

2. AB 1650 confers on the Commission authority to develop rules for emergency preparedness plans applicable to electrical corporations and water companies regulated by the Commission.

3. This decision fulfills the mandates of SB 699.

4. The decision in Phase II of this proceeding will fulfill the mandates of AB 1650.

5. Pursuant to §§ 8001 to 8057 of the Pub. Util. Code, the Commission has the authority and duty to regulate and enforce safety aspects of POUs.

6. Sections 8001-8057 of the Pub. Util. Code provide that the Commission has jurisdiction over the public safety aspects of POUs.

7. The need to ensure the safety and security of the electrical distribution system mandates that Phase I of this proceeding be applied to both IOUs and POUs.

8. This decision should be effective today.

O R D E R

IT IS ORDERED that:

1. Within 18 months of this decision being adopted, Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison, PacifiCorp, Bear Valley Electric Service, and Liberty CalPeco shall prepare and submit to the Commission a preliminary assessment of priority facilities for their distribution assets and control centers.

2. Within 30 months of this decision being adopted, Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison, PacifiCorp, Bear Valley Electric Service, and Liberty CalPeco shall submit each utility's Final Security Plan Report.

3. Within 30 months of this decision being adopted, the Publicly Owned Utilities shall provide the Commission with notice of final plan adoption.

4. The Publicly Owned Utilities' notice of final plan adoption may consist of a copy of a signed resolution, ordinance or letter by a responsible elected- or appointed official, or utility director.

5. All California Electric Utility Distribution Asset Physical Security Plans shall conform to the requirements outlined within the Joint Utility Proposal, as modified by this decision (rules and requirements collectively known as "security plan requirements").

6. The Investor Owned Utilities and Publicly Owned Utilities shall adhere to the Safety and Enforcement Division's Six-step Security Plan Process.

7. The Six-step Plan Process consists of the following: Assessment; Independent Review and Utility Response to Recommendations; Safety and Enforcement Division Review (for Investor Owned Utilities s); Local Plan Review (for Publicly Owned Utilities); Maintenance and Plan overhaul/new review.

8. Subsequent changes to the security plan requirements deemed beneficial and necessary, shall be enabled by one of the following: 1) Commission Resolution or Decision; 2) Ministerially, by Safety and Enforcement Division (or successor entity) director letter.

9. In carrying out any future changes to the security plan requirements, Safety and Enforcement Division shall confer with utilities about any recommended modifications to the plan requirements.

10. Prior to the submittal of the Security Plan, Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison, PacifiCorp, Bear Valley Electric Service, and Liberty CalPeco shall each have their respective plan reviewed by an unaffiliated third-party entity.

11. The unaffiliated third-party reviewer shall have demonstrated appropriate physical security expertise.

12. California electric utilities shall, within any new or renovated distribution substation, design their facilities to incorporate reasonable security features.

13. Utility security plans shall include a detailed narrative explaining how the utility is taking steps to implement an asset management program to promote optimization, and quality assurance for tracking and locating spare parts stock, ensuring availability, and the rapid dispatch of available spare parts.

14. Utility security plans shall include a detailed narrative explaining how the utility is taking steps to implement a robust workforce training and retention program to employ a full roster of highly-qualified service technicians able to respond to make repairs in short order throughout a utility's service territory using spare parts stockpiles and inventory.

15. Utility security plans shall include a detailed narrative explaining how the utility is taking steps to implement a preventative maintenance plan for security equipment to ensure that mitigation measures are functional and performing adequately.

16. Utility security plans shall include a detailed narrative explaining how the utility is taking steps to implement a description of Distribution Control Center and Security Control Center roles and actions related to distribution system physical security.

17. Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison, PacifiCorp, Bear Valley Electric Service, and Liberty CalPeco shall each document all third-party reviewer recommendations, and specify recommendations that were accepted or declined by the utility.

18. Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison, PacifiCorp, Bear Valley Electric Service, and Liberty CalPeco shall each provide justification supporting its decision to accept or decline any third-party recommendations.

19. Physical Security-related information is bifurcated into two categories. Recurring and routine utility compliance work products and ongoing utility updates required by this decision are not subject to the Reading Room approach but shall be transmitted to the Commission. All other physical security data requested by Commission staff on an ad hoc basis shall be made available to the Commission on utility property in a manner agreed to by the Safety and Enforcement Division, or its successor, until such time that the Commission finalizes its rules for the handling, sharing, and inspection of confidential information.

20. If a Publicly Owned Utility has an existing blanket Security Plan that has been adopted by its Board of Directors or City Council within three years prior to the date of this decision, the requirement to have a plan adopted may be waived by the Commission.

21. In the event that a Publicly Owned Utility's (POU) Security Plan has not been adopted in time as required by this decision, the POU shall provide the Director of the Commission's Safety and Enforcement Division with a notice [30] days prior to the deadline with information on the nature of the delay and an estimated date for adoption.

22. Prior to Security Plan adoption, Publicly Owned Utilities in California shall have their plan reviewed by a third party.

23. Such third-party reviewer may be another governmental entity within the same political subdivision, so long as the entity can demonstrate appropriate

expertise, and is not a division of the publicly owned utility that operates as a functional unit (*i.e.*, a municipality could use its police department if it has the appropriate expertise).

24. Publicly Owned Utilities shall conduct a program review of their Security Plan and associated physical security program every five years after initial approval of the Security Plan by their Board of Directors or City Council. Notice of such approval action shall be provided to the Commission's Safety and Enforcement Division within 30 days of Plan adoption by way of copy of signed resolution or letter by a responsible elected- or appointed official, or utility director.

25. Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison, PacifiCorp, Bear Valley Electric Service, and Liberty CalPeco shall conduct a program review of their Security Plan and associated physical security program every five years after Commission review of the first iteration of the Security Plan.

26. A summary of the program review shall be submitted to the Safety and Enforcement Division within 30 days of review completion.

27. In the event of a major physical security event that impacts public safety or results in major sustained outages, all utilities shall preserve records and evidence associated with such event and shall provide the Commission full unfettered access to information associated with its physical security program and the circumstances surrounding such event.

28. An Exemption Request Process shall be available to utilities whose compliance would be clearly inappropriate or inapplicable or whose participation would result in an undue burden and hardship.

29. Utilities shall provide to the Director of the Safety and Enforcement Division and Energy Division copies of OE-417 reports submitted to the United States Department of Energy (U.S. DOE) within two weeks of filing with U.S. DOE.

30. Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison, PacifiCorp, Bear Valley Electric Service, and Liberty CalPeco (collectively, IOUs) shall seek recovery of costs associated with their respective Distribution Security Programs in each IOU's general rate case.

31. The utilities shall submit an annual report by March 31 each year beginning 2020, reporting physical incidents that result in any utility insurance claims, providing information on incident, location, impact on infrastructure and amount of claim. The insurance claim disclosure reporting, as described in this decision, should be included within a utility's broader annual Physical Security Report to the Commission due every March 31, beginning in 2020.

32. As appropriate, the requirements set forth in Phase I of this proceeding shall apply to Alameda Municipal Power, City of Anaheim Public Utilities Department, Azusa Light and Water, City of Banning Electric Department, Biggs Municipal Utilities, Burbank Water and Power, Cerritos Electric Utility, City and County of San Francisco, City of Industry, Colton Public Utilities, City of Corona, Eastside Power Authority, Glendale Water and Power, Gridley Electric Utility, City of Healdsburg Electric Department, Imperial Irrigation District, Kirkwood Meadows Public Utility District, Lathrop Irrigation District, Lassen Municipal Utility District, Lodi Electric Utility, City of Lompoc, Los Angeles Department of Water & Power, Merced Irrigation District, Modesto Irrigation District, Moreno Valley Electric Utility, City of Needles, City of Palo Alto, Pasadena Water and Power, City of Pittsburg, Port of Oakland, Port of Stockton, Power and Water

Resources Pooling Authority, Rancho Cucamonga Municipal Utility, Redding Electric Utility, City of Riverside, Roseville Electric, Sacramento Municipal Utility District, City of Shasta Lake, Shelter Cove Resort Improvement District, Silicon Valley Power, Trinity Public Utility District, Truckee Donner Public Utilities District, Turlock Irrigation District, City of Ukiah, City of Vernon, Victorville Municipal Utilities Services, Anza Electric Cooperative, Plumas-Sierra Rural Electric Cooperative, Surprise Valley Electrification Corporation, and Valley Electric Association.

33. This proceeding shall remain open so that the Commission may address the issues presented in Phase II of this proceeding.

This order is effective today.

Dated January 10, 2019, at San Francisco, California.

MICHAEL PICKER

President

LIANE M. RANDOLPH

MARTHA GUZMAN ACEVES

CLIFFORD RECHTSCHAFFEN

Commissioners

RESOLUTION NO. 2021-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE
PHYSICAL SECURITY PLAN AS COMPLIANT WITH CALIFORNIA PUBLIC UTILITIES
COMMISSION DECISION D.19-01-018**

WHEREAS, The City of Ukiah owns and operates an electric utility for the benefit of the Ukiah community; and

WHEREAS, in the operation of the electric utility the City is obligated to follow certain laws and regulations of the State of California; and

WHEREAS, pursuant to Public Utilities Code Section 364 enacted by Senate Bill 699, the California Public Utilities Commission (CPUC) was tasked to develop a process and set of criteria for identifying critical electric infrastructure which it adopted in Decision D.19-01-018; and

WHEREAS, in compliance with D.19-01-018, the Ukiah Police Department (UPD) served as a qualified third-party to review the City of Ukiah's electric facilities; and

WHEREAS, in conducting the review, UPD found one distribution asset (Orchard Substation) that is a "Covered Distribution Facility" under the seven factors identified as per D.19-01-018 and concluded that no changes are needed to the Plan in response to the evaluation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah that it:

1. Finds and approves the Physical Security Plan as compliant with the obligations of CPUC D.19-01-018.
2. Directs staff to file the Physical Security Plan as required by D.19-01-018.

PASSED AND ADOPTED this 7th day of July 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan V. Orozco, Mayor

ATTEST:

Kristine Lawler, City Clerk



CITY OF UKIAH ELECTRIC UTILITY SECURITY PLAN

**PUBLIC REPORT ON CITY OF UKIAH'S PHYSICAL
SECURITY PROGRAM FOR DISTRIBUTION-LEVEL
FACILITIES**

June 29, 2021

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I. OVERVIEW

A. GOAL OF UTILITY SECURITY PLAN

Ensuring the safety of its facilities is a top priority for City of Ukiah, the City prioritizes safety in all aspects of its design, operation, and maintenance practices. The overarching goal of this Utility Security Plan is to describe Ukiah's risk management approach toward distribution system physical security, with appropriate consideration of resiliency, impact, and cost.

The City of Ukiah recognizes the importance of securing the safety and reliability of its electric system and, therefore, City of Ukiah voluntarily participated in the California Public Utilities Commission's (CPUC) Physical Security proceeding and has undertaken this assessment. In the spirit of continued voluntary cooperation, City of Ukiah offers the following in response to CPUC Decision 19-01-018.

B. DESCRIPTION OF CITY OF UKIAH

The City of Ukiah Electric Utility is responsible for the operation and maintenance associated with the reliable distribution of electricity to residential and commercial customers from the City of Ukiah's interconnection with PG&E's 60KV transmission line and the City of Ukiah's only transmission line feeding Ukiah's only substation. The City of Ukiah's population is estimated at 15,683 and is 4.7 square miles. There is an estimated 73 miles of distribution lines and one transmission line.

C. RESULTS OF UTILITY SECURITY PLAN ASSESSMENT

An assessment of City of Ukiah's distribution substation, "Orchard Substation", pursuant to the CPUC'S Decision 19-01-18 has identified that the distribution substation is a "Covered Distribution Facility".

Based on the process described in the Joint IOU/POU Straw Proposal and the direction provided in D.19-01-018, City of Ukiah has determined one Covered Distribution Facility identified in Section IV, Ukiah's existing programs and measures effectively mitigate the risks of a physical attack for this Covered Distribution Facility.

II. BACKGROUND

On April 16, 2013, one or more individuals attacked equipment located within Pacific Gas and Electric Company's (PG&E) Metcalf Transmission Substation, ultimately damaging 17 transformers. These individuals also cut nearby fiber-optic telecommunication cables owned by AT&T. In response to the attack, the Federal Energy Regulatory Commission (FERC) directed the North American Electric Reliability Corporation (NERC) to develop new physical security requirements, resulting in the creation of CIP-014.

At the state level, Senator Jerry Hill authored SB 699 (2014), directing the CPUC to "consider adopting rules to address the physical security risks to the distribution systems of electrical corporations." In response to SB 699, the CPUC's Safety and Enforcement Division, Risk Assessment and Safety Advisory Section (RASA) prepared a white paper proposing a new requirement for investor owned utilities (IOUs) and publicly owned utilities (POUs) to develop security plans that would identify security risks to their distribution and transmission systems, and propose methods to mitigate those risks. The CPUC hosted a series of workshops to better understand the state of utility physical security protections and to seek input on refining their proposal.

In order to support a statewide improvement of how utilities address distribution level physical security risks, the California Municipal Utilities Association (CMUA), which is the statewide trade association for POUs, coordinated with the state's IOUs to develop a comprehensive Straw Proposal¹ (Joint IOU/POU Straw Proposal) for a process to identify at-risk facilities and, if necessary, develop physical security mitigation plans. As a member of CMUA, City of Ukiah staff participated in the development of the Joint IOU/POU Straw Proposal through a CMUA working group as well as through direct meetings with the IOUs. The Joint POU/IOU Straw Proposal set out a process for the following: (1) identifying if the utility has any high priority distribution facilities; (2) evaluating the potential risks to those high priority distribution facilities; (3) for the distribution facilities where the identified risks are not effectively mitigated through existing resilience/security measures, developing a mitigation plan; (4) obtaining third party reviews of the mitigation plans; (5) adopting a document retention policy; (6) ensuring a review process established by the POU governing board; and (7) implementing information sharing protocols.

RASA filed a response² to the Joint IOU/POU Straw Proposal that recommended various modifications and clarifications, including a six step process. Additionally, RASA recommended that the utility mitigation plans include: (1) an assessment of supply chain vulnerabilities; (2) training programs for law enforcement and utility staff to improve communication during physical security events; and (3) an assessment of any nearby communication utility infrastructure that supports priority distribution substations.

¹ Straw Proposal available at:

https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/Safety/Risk_Assessment/physicalsecurity/R1506009-Updated%20Joint%20Straw%20Proposal%20and%20Cover%20083117%20Filing.pdf.

² RASA Response available at:

https://www.cpuc.ca.gov/uploadedFiles/CPUCWebsite/Content/Safety/Risk_Assessment/physicalsecurity/Final%20Staff%20Recommendation%20for%20Commission%20Consideration%20010318.pdf.

In early 2019, the CPUC approved Decision (D.) 19-01-018, which adopted the Joint IOU/POU Straw Proposal as modified by the RASA proposal, with additional clarifications and guidance. D.19-01-018 clarified that where there is a conflict between the Straw Proposal and the RASA proposal, then it is the rule in the RASA proposal that controls.³

D.19-01-018 asserted that the POUs should utilize the Utility Security Plan process described therein. City of Ukiah is following the process and issuing this report at this time to reflect its existing commitment to safety and to protecting its ratepayers' investment by taking reasonable and cost-effective measures in an effort to safeguard key assets of its distribution system.

³ D.19-01-018 at 43, footnote 58 ("Should there be any question of which shall predominate should there be any incongruity or conflict between a utility or SED RASA recommended rule, the SED RASA rule shall apply.").

III. PLAN DEVELOPMENT PROCESS

A. PHYSICAL SECURITY PRINCIPLES

The Joint IOU/POU Straw Proposal seeks to support the creation of a risk management approach toward distribution system physical security, with appropriate considerations of resiliency, impact, and cost. In order to accomplish this risk-based approach, the Joint IOU/POU Straw Proposal identifies several principles to guide the development of each individual utility's program. These principles are the following:

1. Distribution systems are not subject to the same physical security risks and associated consequences, including threats of physical attack by terrorists, as the transmission system.
2. Distribution utilities will not be able to eliminate the risk of a physical attack occurring, but certain actions can be taken to reduce the risk or consequences, or both, of a significant attack.
3. A one-size-fits-all standard or rule will not work. Distribution utilities should have the flexibility to address physical security risks in a manner that works best for their systems and unique situations, consistent with a risk management approach.
4. Protecting the distribution system should consider both physical security protection and operational resiliency or redundancy.
5. The focus should not be on all Distribution Facilities, but only those that risk dictates would require additional measures.
6. Planning and coordination with the appropriate federal and state regulatory and law enforcement authorities will help prepare for attacks on the electrical distribution system and thereby help reduce or mitigate the potential consequences of such attacks.

B. Utility Security Plan Development Process

City of Ukiah utilized a multi-step process to develop this Utility Security Plan that is consistent with the Joint IOU/POU Straw Proposal and D.19-01-018. The relevant six steps of that process are the following:

STEP 1: ASSESSMENT/PLAN DEVELOPMENT

City of Ukiah staff and/or consultants prepare a Draft Utility Security Plan through the process set forth in Steps 1A, 1B, and 1C.

STEP 1A: IDENTIFY COVERED DISTRIBUTION FACILITIES

City of Ukiah will evaluate all distribution-level facilities in its service territory that are subject to its control to determine if any facility meets D.19-01-018's definition of a "Covered Distribution Facility" using the seven factors identified in the Joint IOU/POU Straw Proposal.

STEP 1B: PERFORM RISK ASSESSMENT

For every individual Covered Distribution Facility identified pursuant to Step 1A, City of Ukiah will perform an evaluation of the potential risks associated with a successful physical attack on that Covered Distribution Facility, and whether existing grid resiliency, back-up generation, and/or physical security measures appropriately mitigate identified risks.

STEP 1C: DEVELOP MITIGATION PLAN

If there are any individual Covered Distribution Facilities where the Risk Assessment performed pursuant to Step 1B finds that the existing mitigation and/or resiliency measures do not effectively mitigate the identified risks, then City of Ukiah will develop a Mitigation Plan for that Covered Distribution Facility. The Mitigation Plan will use a risk-based approach to select reasonable and cost-effective measures that can either be security focused (e.g., walls or alarms) or resiliency focused (e.g., adequate spare parts).

STEP 2: INDEPENDENT REVIEW

For every Utility Security Plan cycle, City of Ukiah will document the results of the identification process, risk assessment, and Mitigation Plan development performed pursuant to Steps 1A, 1B, and 1C. This documentation in combination with narrative description in Section IX below, constitutes City of Ukiah's Draft Utility Security Plan. Each Draft Utility Security Plan is submitted to a Qualified Third Party for Independent Review. The Qualified Third Party Reviewer will then issue an evaluation that identifies any potential deficiencies in the Draft Utility Security Plan as well as recommendations for improvements. City of Ukiah will then modify its plan to address any identified deficiencies or recommendations, or will document the reasons why any recommendations were not adopted. The combination of the Draft Utility Security Plan, the non-confidential conclusions of the Qualified Third-Party Reviewer, and City of Ukiah's responses to the Qualified Third-Party Review will constitute City of Ukiah's Utility Security Plan.

STEP 3: VALIDATION

City of Ukiah will submit its Utility Security Plan to a qualified authority for review. Such entity will provide additional feedback and evaluation of City of Ukiah's Utility Security Plan and, to the extent that this entity is authorized, such entity deems the Utility Security Plan as adequate.

STEP 4: ADOPTION

City of Ukiah's Utility Security Plan will be presented to and adopted by City of Ukiah's City Council at a public meeting.

STEP 5: MAINTENANCE

City of Ukiah will perform maintenance of the adopted Physical Security Plan (PSP) on a periodic basis or when warranted to refine and update the PSP to preserve plan integrity. City of Ukiah recognizes the importance to review City of Ukiah's distribution system, to identify if there are any changes to the services that City of Ukiah provides which could result in anyone of City of Ukiah's distribution facilities being identified as a "Covered Distribution Facility.

STEP 6: REPEAT PROCESS

In addition to the annual maintenance review, City of Ukiah will repeat the complete process as follows at least once every five (5) calendar years.

1. Assess all of City of Ukiah's distribution facilities, identify which facilities are considered "Covered" Distribution Facilities pursuant to the CPUC Decision 19-01-18 that may merit special protection and measures to lessen identified risks and threats.
2. Once the "Covered" Distribution Facilities have been identified, identify any potential physical security threats and vulnerabilities and conduct a threat and vulnerability risk assessment. Determine the baseline risk based on the likelihood of an event occurring and the level of impact if the event occurred.
3. Based on the risk assessment, develop the recommended mitigations to reduce the identified risk and determine the residual risk based on the recommended mitigations.
4. Develop or update the PSP, establish an implementation plan, implement the identified mitigations and integrate the PSP into City of Ukiah's resiliency plans and activities.

STEP 7: IMPLEMENTATION PLAN

Since there were no "Covered" Distribution Facilities identified, this section was not required.

IV. IDENTIFICATION OF COVERED DISTRIBUTION FACILITIES (STEP 1A)

As described in Section III, Step 1A of the Utility Security Plan process involves assessing all distribution-level facilities that are subject to the control of City of Ukiah to determine which facilities are "Covered Distribution Facilities" subject to the need for a risk assessment. This

Section describes the factors that City of Ukiah used to evaluate its distribution facilities and the results of its evaluation.

A. IDENTIFICATION FACTORS

The Joint IOU/POU Straw Proposal defines seven screening factors to determine if a facility is a "Covered Distribution Facility." Some factors require additional definitions and/or clarifications in order to be applied to City of Ukiah's facilities. The following Table provides the Joint IOU/POU Straw Proposal's Factors as modified/clarified by City of Ukiah.

Factor	Joint IOU/POU Straw Proposal Description	Additional Clarification
1	Distribution Facility necessary for crank path, black start or capability essential to the restoration of regional electricity service that are not subject to the California Independent System Operator's (CAISO) operational control and/or subject to North American Electric Reliability Corporation (NERC) Reliability Standard CIP-014-2 or its successors	City of Ukiah does not have any distribution substations that are necessary to support the requirements of this factor.
2	Distribution Facility that is the primary source of electrical service to a military installation essential to national security and/or emergency response services (may include certain airfields, command centers, weapons stations, emergency supply depots)	City of Ukiah does not provide a primary source of electric service to a military installation essential to national security and/or emergency response services.
3	Distribution Facility that serves installations necessary for the provision of regional drinking water supplies and wastewater services (may include certain aqueducts, well fields, groundwater pumps, and treatment plants)	City of Ukiah does not provide any services for installation necessary for <u>regional</u> drinking water supplies and wastewater services.
4	Distribution Facility that serves a regional public safety establishment (may include County Emergency Operations Centers; county sheriff's department and major city police department headquarters; major state and county fire service headquarters; county jails and state and federal prisons; and 911 dispatch centers)	City of Ukiah defines "regional public safety establishment" as any of the following: (1) Headquarters of a major police or fire department serving 1.5 million population with at least 1,000 sworn officers; (2) County Sheriff's Department Headquarters; (3) County Emergency Operations Center; (4) County/State Fire headquarters; (5) a California State Prison; (6) a United States Penitentiary; (7) a Federal Correctional Institute; or (8) a 911 dispatch center.
5	Distribution Facility that serves a major transportation facility (may include International Airport, Mega Seaport, other	City of Ukiah does not provide any services for a major transportation facility, such as: International Airport,

	air traffic control center, and international border crossing)	Mega Seaport, and international border crossing.
6	Distribution Facility that serves as a Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development	City of Ukiah does not provide any services for a Level 1 Trauma Center as designated by the Office of Statewide Health Planning and Development. It should be noted that City of Ukiah does provide services to the City of Ukiah's Hospital.
7	Distribution Facility that serves over 60,000 meters	City of Ukiah provides services to approximately 8,200 meters, which is well below the CPUC guidance of 60,000 meters.

B. IDENTIFICATION ANALYSIS

In performing this identification analysis, [POU] is assessing all distribution level facilities that are subject to its exclusive control. The specific types of facilities include substations, and critical distribution facilities.

Based on this scope, City of Ukiah has identified 1 facility that is subject to this analysis based on the established criteria. Of these, one facility (Orchard Substation) fall within one of the categories listed above as a "Covered Distribution Facility".

The following table summarizes the results of City of Ukiah's identification analysis.

Facility ID	1. Crank Path, Black Start	2. Military Installation	3. Regional Drinking Water/ Wastewater Services	4. Regional Public Safety	5. Major Transportation Facility	6. Level 1 Trauma Center	7. Over 60,000 Meters
Orchard Substation	N/A	N/A	N/A	YES	N/A	N/A	N/A
Substation 2							
Substation 3							
Substation 4							
Substation 5							

V. RISK ASSESSMENT (STEP 1B)

A. METHODOLOGY

Pursuant to the process identified in the Joint IOU/POU Straw Proposal and D.19-01-018, City of Ukiah will assess the potential risks associated with a successful physical attack on each of the Covered Distribution Facilities identified in Section IV above. For purpose of this analysis, a physical attack is limited to the following: (1) theft; (2) vandalism; and (3) discharge of a firearm. A "successful physical attack" is limited to circumstances where a theft, vandalism, and/or the discharge of a firearm has directly led to the failure of any elements of the Covered Distribution Facility that are necessary to provide uninterrupted service to the specific load identified in Section IV.

In order to perform this risk analysis, City of Ukiah evaluates the relative risk that (1) a physical attack on a Covered Distribution Facility will be successful considering the protective measures in place; or (2) that the impacts of a successful attack will be mitigated due to resiliency and other measures in place.

B. MITIGATION MEASURES

D.19-01-018 identifies the specific mitigation measures that a utility should consider when performing this risk analysis. The following table lists these mitigation measures and provides City of Ukiah's additional clarifications that are necessary to apply these measures to the City of Ukiah's territory.

Measure	D.19-01-018 Description	Additional Clarification
1	The existing system resiliency and/or redundancy solutions (e.g., switching the load to another substation or circuit capable of serving the load, temporary circuit ties, mobile generation and/or storage solutions).	Ukiah provides distribution system redundancy to the critical load sites. Ukiah's system has two levels of distribution redundancy, 600 amp (main feed) and 200-amp resiliency.
2	The availability of spare assets to restore a particular load.	Ukiah's system is resilient to permit continued service without the need for immediate repair.
3	The existing physical security protections to reasonably address the risk.	The Orchard Substation is located in a high visibility well-traveled location. The facility is surrounded by a 10' block wall with security wire to detour site access. The metal clad distribution breakers (completely enclosed in metal cabinets) are housed within a secured metal enclosed building for added security. All cabinets are secured with padlocked 3-point door latching

		hardware. This amounts to three levels of physical security protection.
4	The potential for emergency responders to identify and respond to an attack in a timely manner.	Each facility is evaluated based on the likelihood that a law enforcement officer would generally be able to arrive at the Covered Distribution Facility within 15 minutes of a report from the public of a break-in or attack, or of [POU] notifying the law enforcement agency of triggering of an alarm at the facility.
5	Location and physical surroundings, including proximity to gas pipelines and geographical challenges, and impacts of weather.	Ukiah evaluated this element based on the proximity to gas pipe lines and the extent to which the interior of the facility is shielded from view and access due to walls, vegetation, or other physical obstructions.
6	History of criminal activity at the Distribution Facility and in the area.	Ukiah evaluated the property crime rates in the immediate vicinity of the Covered Distribution Facility.
7	The availability of other sources of energy to serve the load (e.g., customer owned back-up generation or storage solutions).	The Mendocino County Sheriff's Department and County Emergency Operations Center are regional public safety centers. These centers have emergency generation backup to provide continuous operations. In addition, the centers are served from redundant distribution feeders that permit 100% alternate service.
8	The availability of alternative ways to meet the health, safety, or security.	No additional clarification.
9	Requirements served by the load (e.g., back up command center or water storage facility).	The alternate emergency center has a redundant two-generator system insuring continuous operation.

C. RISK ASSESSMENT

Based on the process described in the Joint IOU/POU Straw Proposal and the direction provided in D.19-01-018, City of Ukiah has determined one Covered Distribution Facility identified in Section IV, the existing programs and measures effectively mitigate the risks of a physical attack for this Covered Distribution Facility.

Ukiah Electric's security at its substation consist of high brick walls with security wire, metal clad substation housed within a secure metal building. In addition, infrastructure protection from Ukiah Police Department, weekly inspections and daily visits.

The follow table provides a summary of Ukiah's assessment of each mitigation measure for each Covered Distribution Facility.

Facility ID	1. Existing Resiliency	2. Spare Assets	3. Existing Physical Security	4. Emergency Responders	5. Location	6. Criminal History	7. Back up Generation	8-9. Alternate Solution	Risk Level
Orchard Substation	YES	YES	YES	YES	YES	YES	YES, at critical load sites	YES	
Substation 2									
Substation 3									
Substation 4									
Substation 5									

VI. COVERED DISTRIBUTION FACILITY MITIGATION PLANS (STEP 1C)

Pursuant to the process identified in the Joint IOU/POU Straw Proposal and D.19-01-018, City of Ukiah has determined that its only Distribution Facility considered a "Covered Distribution Facility" subject City of Ukiah's control is Orchard Substation.

VII. INDEPENDENT EVALUATION AND RESPONSE (STEP 2)

A. REQUIREMENTS FOR QUALIFIED THIRD-PARTY REVIEW

D.19-01-018 specifies the following criteria for a Qualified Third Party Reviewer:

Independence: A Qualified Third-Party Reviewer cannot be a division of the City of Ukiah Electric Utility. A governmental entity can select as the third-party reviewer another governmental entity within the same political subdivision, so long as the entity has the appropriate expertise, and is not a division of the City of Ukiah that operates as a functional unit, i.e., a municipality could use its police department as its third-party reviewer if it has the appropriate expertise.

Adequate Qualifications: A Qualified Third-Party Reviewer shall be an entity other than the Operator with appropriate expertise. A governmental entity can select as the third-party reviewer another governmental entity within the same political subdivision, so long as the entity has the appropriate expertise, and is not a division of the Operator that operates as a functional unit, i.e., a municipality could use its police department as its third-party review if it has the appropriate expertise.

B. IDENTIFICATION OF THIRD-PARTY REVIEWER

City of Ukiah has selected as its Third-Party Reviewer Justin Wyatt, City of Ukiah Police Chief.

C. PUBLIC RESULTS OF THIRD-PARTY EVALUATION

As third-party independent reviewer, the Ukiah Police Department concurs with the conclusions of Ukiah's Electric Utility that there is one distribution asset that is covered under the seven factors identified in Section IV. A. of the City of Ukiah's Electric Utility Security Plan.

D. CITY OF UKIAH RESPONSE

Given the conclusions of the third-party evaluator, no changes have been made to the Plan in response to the evaluation.

VIII. VALIDATION (STEP 3)

A. SELECTION OF QUALIFIED AUTHORITY

The City of Ukiah Electric Utility has determined that Justin Wyatt, Police Chief, City of Ukiah has sufficient familiarity with asset protection and emergency response in order to serve as the "qualified authority" for the review of City of Ukiah's Electric Utility Security Plan.

B. RESULTS OF QUALIFIED AUTHORITY REVIEW

On June 22, 2021, City of Ukiah Electric Utility submitted its draft Utility Security Plan to Justin Wyatt, Police Chief, for review. The scope of Chief Wyatt's review is to assess the overall adequacy of the plan, based on the reviewer's [or reviewers'] expertise. In this review, Chief Wyatt makes no claims regarding the compliance of City of Ukiah Electric's Utility Security Plan with any specific requirement or standard. Further, Chief Wyatt has not assessed, and makes no claim regarding City of Ukiah Electric's Utility Security Plan's conformance to D.19-01-018 or any other CPUC standards. Finally, Chief Wyatt's review is limited to the information contained within City of Ukiah Electric's Utility Security Plan and Chief Wyatt has not performed any additional audits of any identified facilities or reviewed any documents outside of the information directly included within the Utility Security Plan.

C. CITY OF UKIAH RESPONSE TO QUALIFIED AUTHORITY REVIEW

Based on this review, Chief Wyatt deems the City of Ukiah Electric's Utility Security Plan adequate and recommends that the City Council adopt the City of Ukiah Electric's Utility Security Plan.

IX. NARRATIVE DESCRIPTIONS FOR UTILITY SECURITY PLAN

A. ASSET MANAGEMENT PROGRAM

The City of Ukiah's distribution substation is designed with "in-service" redundancy, therefore, every system in the substation has a backup that can quickly accept the lost load, with a few limitations. In addition, critical spare parts are maintained for repairs.

In the event of the loss of a substation transformer, City of Ukiah would transfer the load to the adjacent transformer. Considering peak loads, Ukiah would maintain 100% redundancy under the loss of a single substation transformer. As part of the City's strategy and circumstances, the City would also consider renting a mobile substation depending upon the lead time for the replacement of the power transformer.

Based on history, this has proven to be an effective strategy for City of Ukiah.

For some of the other distribution system components, City of Ukiah does maintain spare parts and equipment to allow for repairs and replacement of failed equipment that is critical to meeting their customers electricity demands. Currently, City of Ukiah's asset management strategy is being developed.

City of Ukiah Electric is taking steps to implement an asset management program to promote optimization and quality assurance for tracking and locating spare parts stock, ensuring availability and the rapid dispatch of available spare parts.

B. WORKFORCE TRAINING AND RETENTION PROGRAM

At this time, City of Ukiah provides lineman and technician training as necessary for job duties. The training is selected based on employee skill level and department needs with special emphasis on all work duties.

C. PREVENTATIVE MAINTENANCE PLAN

City of Ukiah has a documented preventative maintenance program. For the distribution assets, the preventative maintenance includes annual inspections and condition-based maintenance.

In addition, City of Ukiah performs weekly substation inspections and the entire distribution system is visually inspected annually and Infra-Red (IR) inspections are performed yearly and the asset condition inspection intervals are based upon manufacturer recommendations.

D. DISTRIBUTION GRID RESILIENCY

All of Ukiah's substation system components can be taken out of service individually or as a subsystem without interrupting power to Ukiah customers. During maintenance periods to

ensure that the customer load is not interrupted, the distribution system has numerous inter-ties that support maintenance clearance and redundancy in serving distributing load. In addition, to minimize the duration of outages, City of Ukiah maintains a complete inventory of materials to respond to emergencies within our distribution system.



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Possible Adoption of Resolution Adopting the City of Ukiah Business Assistance Guidelines, to be Funded by the State Community Development Block Grant (CDBG) Program.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Craig Schlatter, Community Development
Director

ATTACHMENTS:

1. 2021 City of Ukiah CDBG Business Loan Program Guidelines (Exhibit A)
2. Resolution- 2021 CDBG Business Assistance guidelines

Summary: Council will consider and possibly adopt a resolution adopting guidelines for the City of Ukiah Business Assistance Program, a program to be funded by 20-CDBG-12041 and CDBG Program Income.

Background: On August 5, 2020, Council adopted Resolution No. 2020-43, approving submittal of an application in response to the 2019-2020 State Community Development Block Grant (CDBG) Program Notice of Funding Availability (NOFA). The resolution included authorization of an application for a \$640,000 City of Ukiah CDBG Business Assistance program, consisting of \$500,000 in grant funds and \$140,000 in Program Income (PI). The City was notified of an award of funding in the total amount of the application, \$640,000, on October 23, 2020, and on June 22, 2021 received the final executed standard agreement, No. 20-CDBG-12041, from the California Department of Housing and Community Development (HCD).

As a part of the City's CDBG application, Staff prepared draft program guidelines for the Business Assistance program (Attachment 1). These guidelines reflect a redesign of the City's Business Assistance program compared to programs of the past. Prior to the City beginning implementation of the newly funded and redesigned program, HCD requires Council adopt final guidelines for the City's Business Assistance program. That is the purpose of this agenda item.

Discussion: Staff working with its Business Assistance Program consultant redesigned the City's Business Assistance guidelines with a goal of providing flexible low interest forgivable loans to small and medium sized businesses to assist Ukiah businesses with financial recovery and incentivize businesses to retain employees during the COVID-19 recovery period. The program was also designed to complement existing local and regional lending activities by filling a gap in the availability of low interest, flexible business loans. Prior to awarding the City's application for Business Assistance Program funding, HCD approved the City's redesigned guidelines and also requested to use the City's guidelines as a model set of guidelines for other California cities and counties.

Other notable changes within the redesigned guidelines compared to the previous (2018) City of Ukiah CDBG Business Assistance guidelines include the following: 1) a fixed below market interest rate of 1% on all loans; 2) a minimum loan amount of \$35,000 and maximum loan amount of \$70,000; 3) loan forgiveness based on the business retaining full time equivalent positions commensurate with the loan amount, of which 51% are to be filled by members of low- and moderate-income households during the COVID-19 recovery period (2

years); and 4) a repayment schedule, including possible loan payment deferral, based on a financial forecast of debt service capacity during the recovery period.

Staff proposes no changes to the draft program guidelines submitted as part of the 2020 CDBG application. As such, Staff recommends Council adopt the Resolution (Attachment 2) adopting the CDBG Business Assistance Program Guidelines. If adopted by Council, these Guidelines would become Exhibit A to the Resolution.

Recommended Action: Adopt resolution adopting the City of Ukiah CDBG Business Assistance Program Guidelines.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved:


Sage Sangiacomo, City Manager



2021 CDBG BUSINESS ASSISTANCE LOAN PROGRAM GUIDELINES

TO BE FUNDED BY: 20-CDBG-12041 AND CDBG PROGRAM INCOME

Adopted by City Council: _____

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1. Description of Business Assistance Activity

The City of Ukiah is proposing to utilize CDBG 2020 NOFA funds for the purpose of establishing a business assistance revolving loan fund. The purpose of the revolving loan fund is to provide flexible low interest forgivable loans to small and medium sized businesses in the City of Ukiah to offset the negative impacts of the COVID-19 Shelter In Place (SIP) order and to assist these businesses with financial recovery. The repayment schedule for each loan will be based on an analysis of the anticipated debt service capacity of the business during the COVID-19 recovery period.

Loan forgiveness will be based on the business retaining full time equivalent positions of which 51% are to be filled by members of low/moderate income households during the recovery period. Loan payments may be deferred for a period of time based on a month by month annual financial forecast of debt service capacity utilizing the required six HUD CDBG under writing criteria. A key element of this analysis will be a review of the past two years business tax returns, to determine past business viability, and a review of recent in-house, bookkeeper, or CPA-prepared profit and loss and balance sheet statements measuring the impacts of the Shelter in Place order on the business. The next step will be the development of a month by month one-year financial forecast, based on the business history, combined with the evolving relaxation of the order on the business future cash flow. The forecast will determine the loan repayment and loan deferral schedule.

In order to provide additional technical and objective expertise, the program operator will utilize the services of the regional NorCal Small Business Development Finance Center to help the borrower prepare the one year forecast statements and to assist with the financial evaluation process. The business owner will prepare the forecast with assistance from the NorCal SBDC Finance Center consulting team.

The loan fund design is based on meeting CDBG National Objective and Public Benefit requirements in the COVID-19 recovery period. It is based on the retention of jobs. It is also designed to complement existing local and regional lending activities by filling a gap in the availability of low interest, flexible business loans. The program will provide loan funds in cooperation with private lenders, including but not necessarily limited to Umpqua Bank, Tri Counties Bank, Bank of the West, West America Bank, and Savings Bank of Mendocino County. These banks will provide referrals to the city loan fund operator. The nonprofit lenders, which include Mendocino Economic Development Finance Corporation, the Arcata Economic Development Corporation, and the SBA, will also provide referrals to the program. The goal will be to arrange companion loans when possible to leverage other loan funds and extend the City loan program capacity to serve more businesses.

In some cases, the WEST Business Development Center, utilizing resources being made available through the Business Innovation and Resiliency Fund for Mendocino County, may award grants to support micro businesses that participate in working groups and one on one consulting activities. These activities are designed to help small businesses

survive during the recovery period. The WEST Business Development Center will also provide referrals and, in some cases as a condition of the loan, provide follow up technical assistance as needed to improve the likelihood of the borrower's success. The WEST Business Development Center may also provide business support services to help program borrowers rebuild their businesses. Because the WEST Business Development Center is part of the traditional SBDC family of service providers, its consultants can serve a variety of small businesses with follow up technical assistance.

2. Program Overview

Administration

The City will administer the program with in-house experienced CDBG staff administrators. The City will assist the program operator, Community Development Services, in implementing the program.

City of Ukiah CDBG Administrator: Craig Schlatter, Director of Community Development
Department: Community Development
Address: 300 Seminary Ave. Ukiah, CA 95482
Phone Number: (707) 463-6219
Email Address: cschlatter@cityofukiah.com

Implementation

Community Development Services will be responsible for working with the banks, public lenders, originating and underwriting business loans, documenting compliance with CDBG regulations, and preparing the loan closing documents.

Principal Program Operator: Jeff Lucas, Principal
Agency: Community Development Services
Address: 3895 Main St. Kelseyville, CA 95451
Phone Number: (707) 279-1540
Email Address: jefflucas@mchsi.com

CDBG Program Requirements

Eligible Applicants

CDBG funds under this Program can only be expended on the eligible activity authorized under Title I of the Housing and Community Development Act of 1974 (hereafter called "Act"), section 105(a)(17): special economic development, providing direct financial assistance to private for-profit businesses.

An eligible applicant is:

- an existing business legally operating, with any required local business license, insurance, permits per local, state and federal requirements;

- an applicant with a non-operating start-up business may not have all required licenses or insurance, so these items will be made a condition of loan closing;
- a person or persons wishing to buy an existing business;
- a business leasing tenant space or owner-occupied business in the service area.

The loan applicant must provide documentation that the proposed project will meet CDBG eligibility criteria of national objective and public benefit requirements. The loan applicant must provide documentation of meeting reasonable commercial underwriting criteria outlined in below in these guidelines as well as HUD CDBG mandated six underwriting standards. These mandated criteria are described below.

Specific ineligible loan applicants include:

- a business operating a private “exclusive” recreational facility;
- non-profit businesses are not eligible under this program;
- a businesses or person(s) with unresolved state / federal tax liens;
- a business or person in bankruptcy process are not eligible until bankruptcy process is complete.

3. Eligible Project Costs

The following list is provided for reference in order to clarify that CDBG funds will only be used for CDBG eligible activities. The primary purpose of the loan program will be to retain businesses and retain jobs. CDBG funds are non-discretionary and restricted to certain eligible costs.

- operating capital and inventory;
- furniture fixtures and equipment (FF&E), with or without installation costs;
- project site improvements, new construction or rehabilitation of leased space or owned building;
- engineering and architectural plans and required permits or fees;
- purchase of manufacturing equipment (with or without installation costs);
- refinancing of existing business debt when done in conjunction with restructuring of other existing private financing debt(s);
- purchase of real property, when it provides positive cash flow for new jobs;
- relocation grants for persons displaced due to funding of the project;
- purchase of an existing business, including documented value of good will.

Ineligible Costs

CDBG funds are non-discretionary, limited to certain eligible costs described in the section above. Some ineligible costs are:

- costs incurred prior to submittal of BA loan application and environmental review completion;
- costs associated with residential housing development, i.e. on mixed use project;
- costs associated with supporting “other” businesses the applicant owns;

- costs on a funded project not meeting a national objective;
- personal expenses such as cars, home repairs, not directly associated with the business;
- costs of paying off personal credit cards;
- costs of paying off any personal debt not directly associated with business;
- cash payments of any kind made directly to the assisted business owner(s) (wages or draws) from loan proceeds;
- costs associated with a funded project when the owner(s) or business is found to be on federal debarred list;
- public infrastructure in support of the business;
- research and development costs for future production (speculative).

Once approved, loan funds cannot be shifted from one approved type of cost to another without formal written approval from the City. If there is a substantial change in the project scope of work or underwriting, then the loan must be re-evaluated by the City, per state and federal regulations, prior to loan closing or disbursement of CDBG funds.

4. Meeting National Objective Standards

All eligible activities funded under this program must meet a CDBG “National Objective” as described in the Act, Section 104(b)(3) and federal regulations 24 CFR Part 570.483. Projects not documented as meeting a national objective are an ineligible activity. Below is a general description of documenting how a project meets the national objective of benefit to low - moderate income (LMI) persons. The City will use Department specific guidance for ensuring each eligible project funded is documented as meeting a national objective.

Projects normally meet a national objective standard when they create or retain jobs and provide over half; at least fifty one percent (51%), of the new job positions or retained positions to low/moderate income (LMI) qualified persons. Businesses proposing to retain or create jobs to LMI persons must agree to allow the City, or their designated representative, to meet with each job applicant prior to hiring or returning to work and complete a Self-Certification of Income Form. Payrolls must be collected by the City and compared before and after the loan closing to prove over half of job positions are provided to low-moderate income persons. This will prove the project’s job retention met the national objective of principally benefiting LMI persons.

5. Meeting Public Benefit Standards

All eligible project activities funded under this program must meet a minimum CDBG “Public Benefit Standard” as described in the Act, section 104(b)(17) and federal regulations; 24 CFR Part 570.483(f)(g). Public Benefit is provided by the loan recipient in return for use of subsidized federal funds, and provides a funding limit or “cap”.

For projects meeting national objective via jobs provided to LMI persons, the Public Benefit standard is jobs, and the maximum CDBG loan funding available is limited to

\$35,000 per job. The City will require loan applicants to provide an estimate of public benefit generated by investment of CDBG funds into the business via the Job Tracking Form. The jobs retained must also be included in the business forecast spread sheet as a business expense. This proposed level of public benefit will be verified after investment of CDBG funding.

CDBG public benefit requirements of the program will be disclosed by the City program operator at the start of the application process. The City will use HUD CDBG financial underwriting to identify the need for a CDBG loan and determine the reasonable public benefit that will be generated from the loan.

6. Meeting CDBG Underwriting Requirements

In addition to documenting that the project meets CDBG public benefit standard, the loan must also be documented as meeting six HUD CDBG underwriting standards, per federal regulation 24 CFR Part 570.483(e). These underwriting standards are required to document a minimum “due diligence” of the City and ensure projects are financially sound enough to meet public benefit and national objective job retention standards. The six underwriting standards are general, qualitative, and are supported in part by commercial underwriting standards defined below.

The Six Underwriting Standards are:

- project costs are documented as reasonable (typically, third party cost estimates);
- all sources of funding for the project are documented with final commitments;
- to the extent practicable, CDBG funds are not substituted for private (non-federal) funds;
- documentation that project is financially feasible (based on cash flow projections to support jobs and debt service, etc.);
- to the extent practicable, the return of the owner's equity investment is not unreasonable (based on level of equity and proposed CDBG loan terms);
- to the extent practicable, CDBG funds are disbursed on a pro-rata basis with other financing provided for the project.

7. Meeting Other Federal Program Requirements

Since these loans are provided from a federal funding source, there are a number of federal laws and requirements which are triggered by their use. The City will require loan applicants to provide information which allows them to make a compliance determination. Applicants are required to sign loan disclosures and work with City staff to ensure each project is in compliance with any of the triggered, applicable regulations listed below. The sections below are program requirements.

National Environmental Policy Act (NEPA): Every project funded under the program must be reviewed under HUD NEPA regulations 24 CFR Part 58 and the City's NEPA Certifying Officer must sign and certify an Environmental Review Record (ERR) for each project

prior to approval or disbursement of loan funds. The City is required to sign and certify the correct NEPA ERR, per current Environmental Review Requirements.

The ERR level of review is based on the project's "aggregated" scope of work, which includes all proposed project funding. Any construction or equipment installation proposed will require more review work on the ERR. The ERR will be done early in application process, as soon as the project is deemed eligible and scope of work is finalized. No costs will be charged to the Borrower for this process. Applicants must sign Department certification form that no "choice limiting action" under NEPA regulations has or will take place.

Prevailing Wage Compliance: If a project proposes to use CDBG funds to pay costs for any construction project, then federal and state labor standards compliance must be documented. Davis-Bacon Act (40 USC 276a - 276a-5) and related laws are "triggered" when any CDBG funding is used to pay for any project construction costs. Lender will follow *Department guidance in current Labor Standards Chapter of the GMM* for prevailing wage compliance on funded projects.

Additional labor costs will be added to projects proposing to use CDBG to pay for new construction, rehabilitation, or equipment installation. The City will work with loan applicants to ensure project compliance. The additional time and work required by prevailing wage regulations will be disclosed to the borrower as soon as possible. Any additional costs resulting from this regulation will be incorporated into the CDBG loan approval.

Acquisition and Relocation Laws: All applicants proposing to use CDBG funds for purchase of real property must comply with 49 CFR Part 24 Acquisition laws. The City will provide required Seller Disclosure for execution as part of meeting this requirement.

All applicants proposing projects which trigger relocation compliance i.e. result in displacement of persons per Uniform Relocation Act (URA), must work with City to ensure compliance with this law. Additional costs associated with relocation compliance will be disclosed to the applicant prior to CDBG loan approval and included in project loan approval.

All applicants must sign a Certification of No Job Pirating. Job pirating is prohibited per CDBG federal regulation 24CFR 570.482 (h). Job pirating is defined as using CDBG public funds to facilitate the moving of a business and associated jobs from one jurisdiction to another (business attraction). As such, CDBG federal funds cannot be used to attract / subsidize a business to move from one labor market area to another or keep a business from moving out of a labor market by making a retention argument. The County will require all applicants to sign a non- job pirating certification.

Loan applicants will sign a Certification of No Conflict of Interest. In accordance state and federal regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or

decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG program shall directly or indirectly be eligible for this program. The City will require all applicants to sign a non-conflict of interest certification, any questions about state conflict of interest laws will be referred to City's legal council for final determination.

All program applicants must obtain a DUN's number, if they do not already have one. The DUN's number is free and can be obtained online. In addition, prior to loan approval, the Lender will document that the business being assisted and all owners and affiliated businesses are verified as not on the federal debarred contractors list. HUD also requires that the Department and the City collect certain income and demographic data from the business and any beneficiaries of CDBG funds.

8. Loan Processing and Approval

Fair Lending Compliance

The City CDBG Business Loan Program will be implemented in a way that is consistent with the City's commitment to fair lending laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause. All personal and financial information of loan applicants will be kept confidential.

Loan Application Processing

Certain key anchor businesses within the city will be given initial priority to determine their need for financing. Once this process is completed, loan applications will be processed on a first come first served basis. The City will accept loan applications and review them for initial eligibility. Applicants that do not meet basic CDBG requirements of the program will be sent a letter or email of explanation. All applications received will be kept on file to document fair lending standards. Applications that meet basic eligibility requirements will be contacted for a site visit and collection of additional information.

Loan files will be set up as applications are received and compliance information gathered. The business will be required to provide accurate financials for past, current and future projection of the business operations. All owners will have credit checks conducted as part of loan underwriting. The City may arrange to provide sample financial Excel forms (balance / cash flow sheets, profit and loss, personal financial statements, and proforma) and coordinate the use of these tools with the NorCal Small Business Finance Center who will assist the loan applicant with preparing the month by month one-year financial forecast. This arrangement will provide an objective source of guidance to the applicant, and accelerate the lending process.

Loan applicants are responsible for providing accurate and timely information to the City as part of the loan process. This may include:

- disclose all business owners with twenty percent or more ownership;
- disclose all other businesses the owners have an ownership interest of twenty percent (20%) or more;
- provide current personal financial statements for each owner;
- disclose sources of collateral and security;
- provide business historic financial information, including year to date;
- disclose sources of cash for any equity investment proposed;
- provide third party documentation of eligible project costs;
- provide market study or document basis of future sales projections;
- provide management capacity documentation for ability to execute;
- provide necessary information to clear federal overlays.

The City and its program operator will assist the loan applicants with meeting these requirements where applicable in the most fundamental and expeditious manner possible. Once the City and program operator have compiled a complete loan file with all the credit, financial, and underwriting information needed to show the loan is eligible under these guidelines, then a loan proposal will be prepared. The proposal will be submitted to City Loan Committee for their approval. Once approved, the City program operator will craft loan closing documents for signing by the borrower and then the City. Funds will be provided to the borrower in accordance with CDBG distribution requirements.

Loan Approval Process

The Loan Committee shall be made up of three (3) individuals from the local nonprofit and/or for-profit lending community. The City of Ukiah's Deputy City Manager/Economic Development Lead will serve as a fourth Loan Committee member, and a fifth Loan Committee member will include an associate planner, senior planner, or planning manager from the Community Development Department. The two City staff members serving on the loan committee will also assist as alternates if one of the primary loan committee members has a conflict due to the provision of matching lending on a Business Assistance loan program transaction. Loan Committee meetings will be scheduled as loan proposals are ready for presentation. Members may request additional information and/or attach conditions on closing or funding of the loan. If the loan is approved, then the City can move forward with loan closing.

Applicant Confidentiality

Persons involved in the loan process for this Program will not disclose any of applicants' business or personal confidential information as part of loan review and approval process. All confidential information of businesses will only be disclosed to persons required to view the information as part of loan review and approval. All personal and business

confidential information of loan applicants will be kept in a locked secured storage facility and are not available to persons outside of the program.

9. Dispute Resolution/Appeals Process

Any business applying for assistance through this program has the right to appeal if their application is denied. The appeal must be made in writing to the City Community Development Department. The Department will then schedule an appeal meeting for the applicant that will be heard by the Director of Community Development. If the application is denied a second time then the person may ask to have their appeal presented to the City Council for a final decision.

Exceptional Circumstances

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. The City may initiate consideration of an exceptional/special circumstance to the policies in these guidelines as long as it does not violate CDBG federal / state requirements. A written analysis of the exception will be prepared and submitted with loan approval request. This analysis shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The loan approval shall be made after review and acceptance of the exceptional/special circumstances request.

10. Loan Closing Process

After approval, the City's program operator will prepare for the loan closing with an Escrow Company if real property is involved. All loan document signings will be witnessed by a Public Notary. The loan closing documents are Laser Pro documents, which are the standard loan documents used by Banks and lenders. The borrower will sign all the necessary documents and agreements. Then the City will sign the documents. The original loan documents will be kept in a fire proof safe at City Hall.

Determination of Loan Amount

The Program has a minimum loan amount of \$35,000. The maximum loan amount is \$70,000. The actual loan amounts will be based on the business's need for capital to recover from the Shelter in Place order and retain employees. Loan amounts may be increased based on Loan Committee approval.

Determination of Loan Term

The loan term is tied directly to the debt service capacity of the borrower, the use of funds, and what security is being pledged for the loan. If a business needs operating capital, equipment, inventory, or supplies, then the term of the loan can be amortized over seven years to minimize monthly loan payments. If the loan is for real property improvements and can be secured on real property, then the terms can be extended out to 10 years. The key element of this loan program is to provide for loan balance forgiveness when the business has met its job retention requirements. The measurement for the meeting this

requirement is based on the business retaining one full time equivalent job for every \$35,000 loaned for a period of two years. The job retained must be filled from a member of a low to moderate income household. Once the business has done that, the loan balance can be forgiven. This policy will encourage the business to retain employees during the anticipated COVID-19 recovery period.

Determination of Interest Rate

The loan interest rate will be one percent (1%).

Loan Processing Fees

The program provides administration funds to pay for loan processing and servicing costs. No direct loan fees will be charged to the borrower. Also, there is no pre-payment penalty on the loans under this Program.

11. Loan Application Evaluation

Each project/business will be evaluated based on the how it has performed in the past and its future financial forecasts. Specifically, the following questions will be asked upon receipt of the loan application. The loan application has been vetted by HCD staff and designed to obtain the information and documentation necessary to determine loan eligibility.

- Is business an eligible applicant?
- Are the proposed project costs eligible?
- Will project meet a CDBG national objective?
- Will business meet public benefit jobs retention?
- Does project appear to meet six HUD underwriting standards?
- Are federal overlays triggered that will adversely impact project development?
- Are the business and all owners' credit worthy?
- Does the business and owner pay bills on time, collect on time?
- Does owner have documented market demand for projected sales?
- Does owner have management capacity to operate the business?
- Does owner have financial accounting capacity to operate the business?
- Is the owner contributing a reasonable amount of equity?
- Is the owner able to get conventional bank financing, if not, why not?
- Was the business financially viable in the past (net income covers debt)?
- Are there reasonable financial assumptions for future viability/success?
- Is there enough collateral available to secure the proposed loan?
- Is the owner's personal financial status stable?

By collecting enough initial application information to answer the above list of questions, the City will have a good sense of how strong a borrower is, and how successful they will be, if assisted with a CDBG loan. Most of this information is collected on the loan application form and verified verbally at the initial site visit with the owner. By meeting

the borrower and asking these questions the City will know what additional information/documentation needs to be collected to provide a clear picture and documentation of how CDBG funds can be used to retain the business and its jobs.

Personal and Business Credit

Each applicant will have third party credit reports obtained showing credit scores and payment history. All owners and their spouses with twenty percent (20%) or more interest in the business will get credit reports reviewed. If the personal credit reporting service, Sarma, which provides detailed credit history from Transunion, Experian, and Equifax, provides low credit scores or shows poor credit history, applicants must provide a written explanation of their current credit situation to clarify their situation.

Personal and Business Financial Information

Personal financial statements will be required for each person who owns 20% or more of the business. Financial statements need to show all assets and liabilities of the person. In addition to these statements, federal tax return statements for owners and the business for the past two years are needed to give a historic perspective of income.

For the business fiscal year, historic financial statements will be required. These will consist of past two year's balance sheets and cash flow statements, generated from past tax returns. These statements should be put together by the person responsible for doing the bookkeeping and finance management for the business.

A budget showing how the funds will be used must be provided so we understand how the CDBG funds will be used. Using the information in these financial statements, along with any back up documentation required, will provide the information necessary to prepare the loan proposal.

Collateral Requirements

When possible, loans under this program will be collateralized using commercial lending standards. However, the City understands that some borrowers will not have the collateral available to meet conventional lending standards. In these cases, we will determine if the borrower is fully committed to the loan and has provided as much collateral as possible as security for the loan. In addition, the City recognizes that CDBG funding is typically in a subordinate position to banks and other lenders.

It is the goal of the Program to get the best lien position possible to ensure loan repayments. Types of collateral may include:

- Secured liens on real property,
- UCC liens on machinery, equipment, or other fixtures,
- Lease assignments, as appropriate,
- Personal and corporate guarantees, as appropriate, and
- Life insurance assignment and other collateral, as appropriate.

Appraisal of assets may be required as part of determining how to obtain the best lien positions for the CDBG loan. Combined loan to value ratio on collateral for the typical CDBG loan should not exceed ninety percent (90%). Equipment and inventory secured should be properly discounted to reflect actual resale value when doing loan to value calculations.

Business Experience and Management Capacity

The loan applicant will provide brief management histories to show the experience of business owners and their management staff in successful operation of the existing business or something comparable.

12. Loan Servicing

The City will retain all original project files within locked storage. Original legal documents will be kept in locked fire proof filing system for future loan servicing. The City will provide annual income tax statements to the borrower for their tax purposes and other documentation as required within the loan closing documents. All loan payment will be made directly to the City and deposited into a CDBG Program Income Revolving Loan Fund account. City staff will inform the loan program operator if payments are late and the program operator will follow up.

The City will require periodic financial statements, annual tax returns, and proof of insurance annually from the borrower during the course of the loan term. Upon reviewing the borrower's financial statements, the City may require the business to take actions that improve the business cash flows. In some cases, the borrower will need to update the city program operator on how the businesses is doing. In these situations, the NorCal SBDC Finance Center will provide vitiations and assistance as needed to help the business and maintain open communication with the City.

The borrower must disclose any sale of equipment or assets that are used as loan security by the Lender. The borrower may submit a written request to the City to change the CDBG loan terms, if the business is not able to fully service CDBG debt repayments or if they wish to pre-pay the loan by making one or more larger payments.

Demand Projections

It is anticipated that eight loans will be made within eighteen months of program implementation.

13. Readiness

The City has an existing contract with Community Development Services, (CDS) to assist with CDBG related activities. This firm has over 30 years of experience with CDBG business loan programs and is ready to implement the program once approved by HCD.

RESOLUTION NO. 2021-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING THE CITY OF UKIAH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUSINESS ASSISTANCE PROGRAM GUIDELINES**

WHEREAS, the City of Ukiah has received and will apply for future Community Development Block Grant funding; and

WHEREAS, the Community Development Block Grant Business Assistance Program Guidelines are a requirement of said funding; and

WHEREAS, as a part of a regular meeting of the City Council of the City of Ukiah, held July 7, 2021, the City Council reviewed and considered proposed Business Assistance Program Guidelines and received public comment.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council of the City of Ukiah has reviewed and hereby adopts the City of Ukiah Community Development Block Grant (CDBG) Business Assistance Program Guidelines attached hereto as Exhibit A.
2. The City Manager or designee is authorized and directed to act on the City's behalf in all matters pertaining to the CDBG Business Assistance Program Guidelines.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting of the City Council of the City of Ukiah held on the 7th day of July, 2021, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Juan V. Orozco, Mayor
Ukiah City Council

STATE OF CALIFORNIA

City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true, and correct copy of a resolution adopted by said City Council on this 7th day of July, 2021.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: _____



AGENDA SUMMARY REPORT

SUBJECT: Receive Report Regarding the Economic Development and Financing Corporation (EDFC); Consideration of Request for Funding from EDFC; and Request for Authorization for the City Manager to Negotiate and Execute Performance Agreement Between the City of Ukiah and EDFC.

DEPARTMENT: Economic Development

PREPARED BY: Shannon Riley, Deputy City Manager

PRESENTER: Shannon Riley, Deputy City Manager

ATTACHMENTS:

1. EDFC Annual Report Ukiah City Council 7.7.2021
2. EDFC Performance Agmt FY 20-21 - fully executed

Summary: The Council will receive the annual report from Economic Development and Financing Corporation (EDFC); consider request for funding from EDFC; and consider authorizing the City Manager to negotiate and execute Performance Agreement between the City of Ukiah and EDFC.

Background: The Economic Development and Financing Corporation (EDFC) is a non-profit, tax-exempt Community Development Financial Institution (CDFI), founded in 1995, that engages in economic development activity in Mendocino and Lake Counties. EDFC was formed through a partnership between Mendocino County's four incorporated cities and the County to coordinate and support economic development activity Mendocino County-wide--and has now expanded its business into Lake County.

When EDFC was formed, an assessment formula was developed by the participating entities—50 cents per capita for the County and 75 cents per capita for cities. Based on Ukiah's population of 15,977, the contribution for 2021-22 would be \$11,982.75.

Discussion: Robert Gernert, Lending Manager, and Debbie Rasar, Development Manager, will present EDFC's year-to-date activities to the Council (Attachment 1). The 2020-21 agreement with EDFC is provided as Attachment 2. City of Ukiah Economic Development Staff monitors this agreement and serves on the EDFC board.

With the presentation of this year-to-date report, Staff has determined that EDFC has met the requirements of the 2020-21 performance agreement.

Council is asked to receive a brief presentation from EDFC and consider this request for funding in the amount of \$11,983. If so desired, the Council may direct the City Manager to negotiate and execute a performance agreement with EDFC for the 2021-22 fiscal year.

Recommended Action: Receive report regarding the Economic Development and Financing Corporation (EDFC); consider request for funding from EDFC; and authorize the City Manager to negotiate and execute Performance Agreement between the City of Ukiah and EDFC.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 20012600.52100: \$12,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Economic Development and Financing Corporation

Approved: 
Sage Sangiacomo, City Manager



Annual Ukiah City Council Update





Mission Connecting money and ideas with entrepreneurs and creating sustainable prosperity in Mendocino, Lake & Sonoma Counties

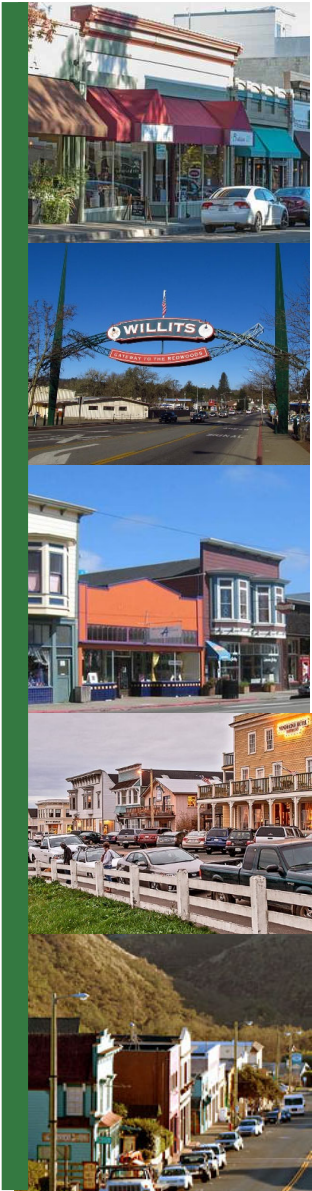
Vision We envision a vibrant local economy providing abundant opportunity and rewarding quality of life to the communities we serve and future generations.



EDFC's Foundations

- EDFC was started in 1994 as vehicle for economic development and funding across multiple jurisdictions throughout Mendocino County and the incorporated cities.
- Provide economic development coordination and support for:
 - County of Mendocino
 - City of Fort Bragg
 - City of Point Arena
 - City of Ukiah
 - City of Willits
- Provide alternative financing opportunities for entrepreneurs and small businesses in Mendocino and Lake Counties
- EDFC is an incorporated non-profit organization.





EDFC Staff & Roles

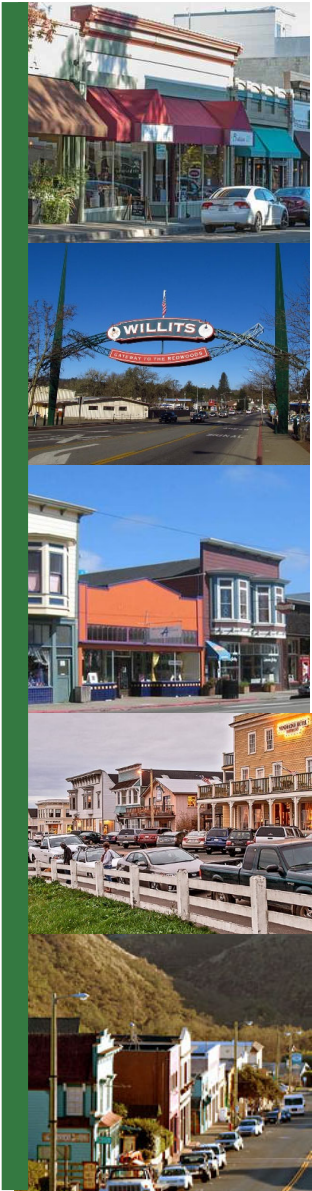
New Management Structure

- Robert Gernert: Lending Manager
- Robin Peckham: Administrative Manager
- Debbie Rasar: Development Manager

BOARD: 16 Members including:

- ❖ 2 County Supervisors: Maureen Mulheren, Ted Williams
- ❖ Council Members: Madge Strong (Willits), Tess Albin-Smith (Fort Bragg)
- ❖ City Staff: Shannon Riley, Deputy City Manager
- ❖ Business Owners, Finance Professionals, Pomo Tribe, Mendocino College, North Coast Opportunities





EDFC Results & Highlights

2020/21FY

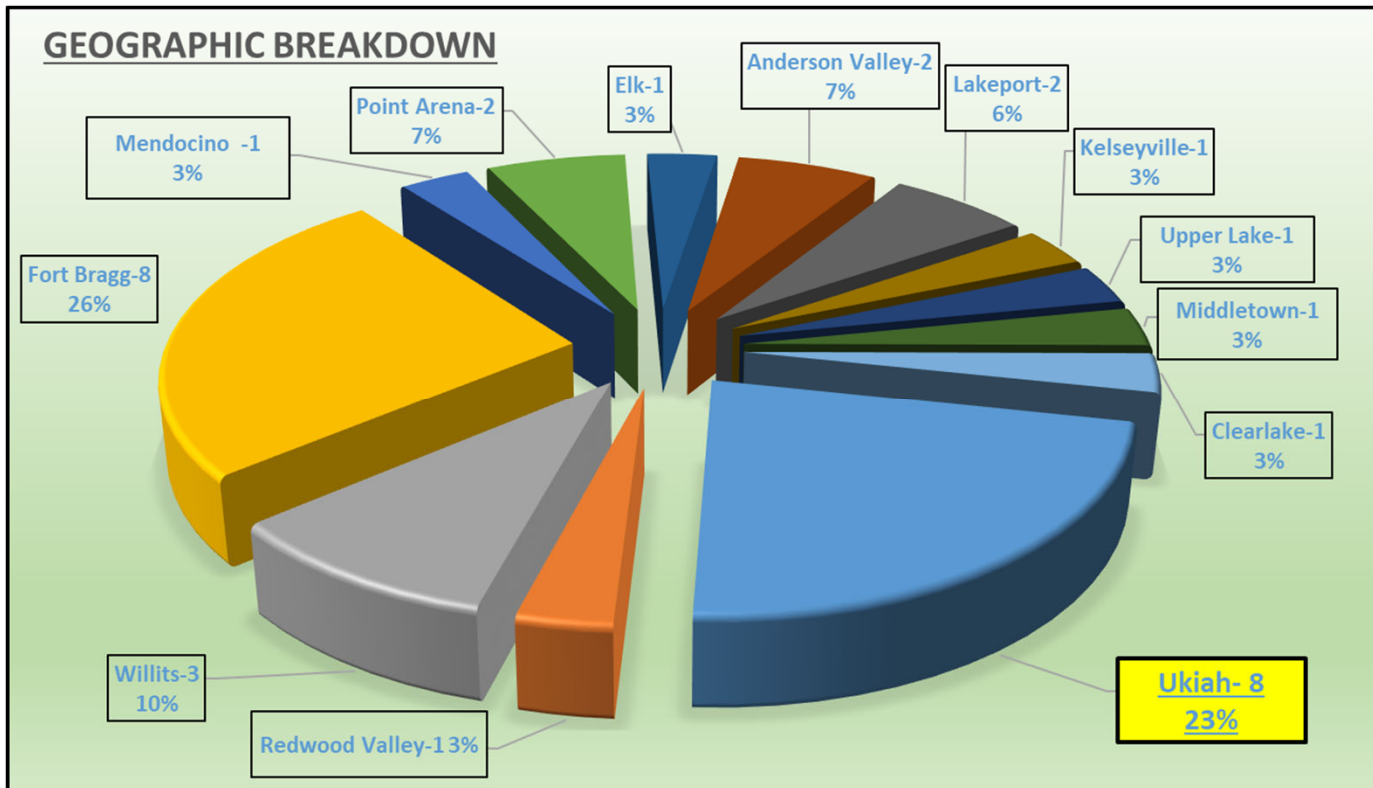
- Closed Loans: \$1,212,636
- Approved not disbursed: \$130,483
- Total Lending FY 20/21: \$1,343,119 (+16% vs. Previous FY)
- Total Inquiries: 52
- Applications: 22
- Approved Loans: 13
- Jobs Retained: 20.5 FTE
- Jobs Created: 32 FTE

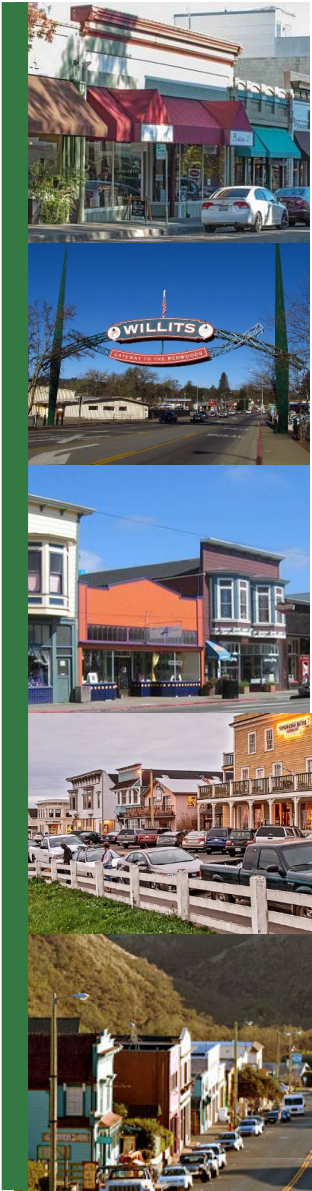
Low Portfolio Default Rate

1.5%



Outstanding EDFC Loans \$ 3,579,857





EDFC Economic Impacts Study

- Commissioned by the County of Mendocino to estimate EDFC's economic impacts from its lending.
 - Focus of Study: ROI for County Investments via business revenues, Jobs and state and local tax revenues.
- Results at a Glance:
 - “EDFC has all the pieces in place to continue following best practices.”
 - “EDFC is well-capitalized, as its net asset ratio has increased since 2018. A growing net asset ratio is typically a key indicator of organizational strength in lending, similar to a new worth ratio in banking.”
 - “When EDFC lends money in Mendocino County, it has larger economic impacts than those on the borrowing business.”



Economic Impacts Data

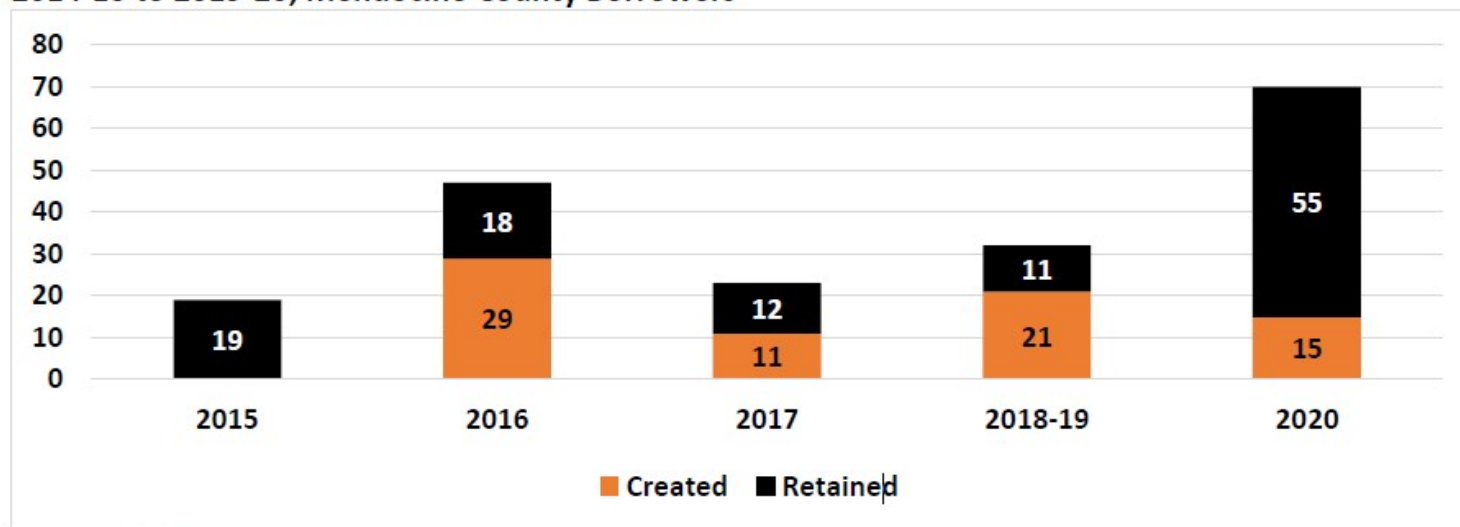
Summary of Estimated Economic Impacts, Including State and Local Tax Revenues Generated

Fiscal-Year End	Initial Lending	Indirect	Induced	Total	Lending Multiplier	Jobs Created	Jobs Retained
2015	\$393,000	\$99,300	\$123,500	\$615,900	1.57		19
2016	\$749,100	\$214,200	\$123,900	\$1,087,200	1.45	29	18
2017	\$168,700	\$69,700	\$77,500	\$315,900	1.87	11	12
2018 and 2019	\$515,400	\$88,200	\$109,100	\$712,700	1.38	21	11
2020	\$660,800	\$250,700	\$225,800	\$1,137,300	1.72	15	55

Multiplier: For every dollar lent, the multiplier is total spending created in Mendocino County

Economic Impacts Data Cont'd

Jobs Created or Retained by EDFC Loan, Number of Full-Time Equivalent (FTE) Workers, Fiscal Years 2014-15 to 2019-20, Mendocino County Borrowers



Sources: EDFC and EFA

Note: Loans made to Lake County retained 15 jobs and created 8 jobs from 2015 to 2020 Year to Date



Ukiah Loan Client Highlights



Ukiah Brewing Company



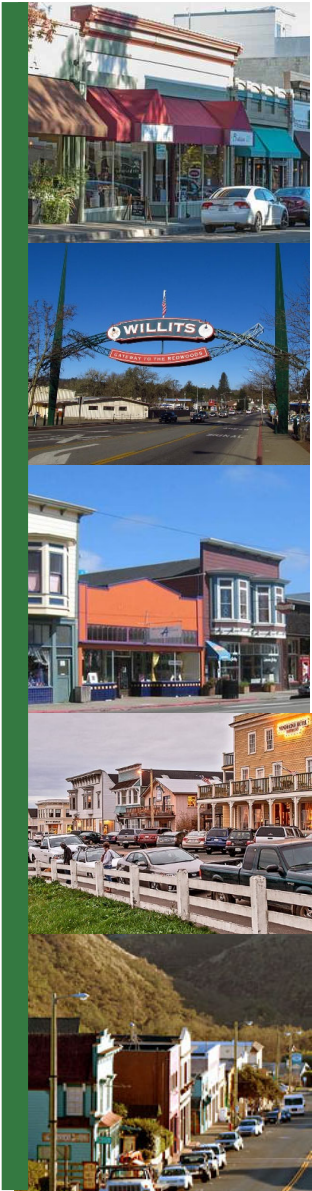
Rainbow Ag



Sheet Metal Works



U-Top It Frozen Yogurt



Challenging Times Create Opportunity

- **Pandemic Response:**

- Mask up Mendo Collaboration
- Business Resiliency Grants
- Provide local and state-wide technical assistance for 4 Rounds of CA relief grant applicants
- Implementation of \$1.2 million in Lake County CARES Grants to small business

- **Loan Funds:**

- EDA Grant: CARES Funding \$500,000
- CDFI Rapid Response Program: \$ 1.3 Million Grant for loan funds
- CDFI FA Grant: up to \$700,000 in loan funds*



Future EDFC Activity

EDFC \$1.3M

Small Business Covid Relief

EDFC is ***lending*** funds
to qualifying small businesses

Apply Online: edfc.org/loan-programs

707.234.5705 info@edfc.org



U.S. DEPARTMENT OF THE TREASURY
COMMUNITY DEVELOPMENT
FINANCIAL INSTITUTIONS FUND

Covid relief funds awarded to EDFC by the U.S.
Department of the Treasury Community Development
Financing Institutions Rapid Response Program





Thank You

208B S Oak Street, Ukiah, CA 95482

707-234-5705

info@edfc.org

PERFORMANCE AGREEMENT
between the
CITY OF UKIAH
and the
ECONOMIC DEVELOPMENT AND FINANCING CORPORATON

This Agreement is made and entered on July __, 2020 between the City of Ukiah, a California general law municipal corporation, herein called "City," and the Economic Development and Financing Corporation (EDFC), a California not-for-profit corporation formed pursuant to and in compliance with the laws of the State of California, herein called "EDFC." Individually, EDFC and City may be referred to in this Agreement as a "Party," and collectively as "the Parties."

RECITALS

1. The City is desirous of creating a vital economic development climate through collaborative projects and the promotion of locally owned and operated small businesses.
2. EDFC is organized to provide assistance to individuals and small business owners by coordinating economic development activities in Mendocino County and in particular, the City of Ukiah, for the purpose of creating, expanding or retaining businesses. EDFC has expertise in economic development and in securing financing in the form of loans, grants, capital and venture capital funding, to assist with the development, expansion and/or retention of businesses.
3. EDFC was created in 1995 by the County of Mendocino and its incorporated cities in order to facilitate a countywide approach to economic development. At that time, a formula was developed for funding, whereby each city would pay 75 cents per capita per year and the County would pay 50 cents per capita per year. This formula, however, is not binding; compensation may also be based on performance of the agreed-upon scope of services and other terms outlined in this Agreement.

NOW, THEREFORE, in consideration of the above-recited facts and terms and conditions stated below, the Parties agree as follows:

A. TERM

This Agreement shall be effective from July 1, 2020 and shall terminate on June 30, 2021.

B. SCOPE OF SERVICES

EDFC shall perform the Scope of Services set forth in Exhibit A.

C. RECORDS, REPORTS AND ACCOUNTABILITY

EDFC shall maintain a bookkeeping system and books of account in accordance with generally accepted accounting principles consistently applied, which outline the accounting and utilization of City funds paid to the EDFC for services defined in this agreement. City shall have access to said books of account during regular business hours for purposes of inspection and audit. EDFC shall fully cooperate with the City and its agents and accountants during any such inspection and audit, including, but not limited to, making its employees, accountants, bookkeepers, or officials available to provide any requested information or documents. As stated in the Scope of Services in Exhibit A, EDFC shall furnish detailed annual reports by June 1, 2021.

D. FINANCIAL COMPENSATION BY CITY

In consideration of the EDFC's performance of the above services, and under the terms of this Agreement, the City shall pay the EDFC the sum of Eleven thousand, nine-hundred eighty-two dollars and seventy-five cents (\$11,982.75) for fiscal year 2020-21 in order for the EDFC to accomplish the specific scope of work identified in Exhibit A. This sum of money shall constitute the entirety of City's financial contribution to the EDFC during the effective dates of this Agreement.

The compensation provided in this paragraph shall be paid to EDFC in installments as follows:

Terms of Payment. Payment to EDFC for services rendered in accordance with this contract shall be based upon submission of annual invoices for the work satisfactorily performed prior to the date of the invoice, which amounts shall be due and payable thirty (30) days after receipt by the City. The invoices shall be accompanied with a description of work performed on behalf of the City. Invoices shall be accompanied by documentation sufficient to enable the City to determine progress made.

E. INSURANCE AND INDEMNIFICATION

During the term of this Agreement, the EDFC agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, defense costs, or liability of any kind or nature which the City, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the EDFC's performance under the terms of this Agreement, excepting only liability arising out of the sole and active negligence of the City.

Without limiting the EDFC's indemnification, it is agreed that the EDFC shall maintain in force at all times during the performance of this Agreement, the following policy or policies of insurance summarized below and fully detailed in Exhibit A approved by the City and issued by admitted California insurers approved by the City covering its operations:

1. Comprehensive General Liability, including contractual liability, products, and completed operations and business automotive liability, all of which shall include coverage for both bodily injury and property damage with a combined single limit of One Million Dollars (\$1,000,000).
2. Worker's Compensation coverage at statutory limits.

The certificates of insurance and endorsements shall be completed to the satisfaction of the City.

Should the EDFC fail to comply with this paragraph then, the City shall have the right to immediately terminate this Agreement without further notice to EDFC.

F. RELATIONSHIP BETWEEN EDFC AND CITY

Nothing in this Agreement shall be construed as making the EDFC or any of its employees or representatives, the agent or employee of the City for any purpose, or any employee of the City an employee of the EDFC or creating between the City and the EDFC the relationship of legal partners or joint ventures. It is understood that the contractual relationship of the EDFC to the City is that of an independent contractor.

The key contact person involved in the implementation and administration of this Agreement with EDFC will be Jesse Burnett, Interim Executive Director of EDFC, or his designee. The key contact person for City of Ukiah will be Sage Sangiacomo, City Manager, or his designee.

G. TERMINATION FOR NON-PERFORMANCE

If any Party to this Agreement breaches any provision thereof, then the other Party may give the defaulting Party a notice to remedy such violation within thirty (30) days. The other Party may terminate the Agreement: (a) if such violation is not remedied within said 30 days; or (b) if the breach cannot be remedied within such time period.

Should this contract be terminated for breach on the part of the EDFC, in addition to any other remedies or compensation to which the City may be entitled, EDFC shall not be entitled to any further installment payments not yet paid at the time of breach.

A waiver by either Party of performance of any provision of this Agreement shall not amount to a future waiver of the strict performance of such provisions or of any other provision of this Agreement.

H. NON-PERFORMANCE DUE TO CONDITION BEYOND CONTROL OF PARTIES

If either Party is unable to perform its obligations under this Agreement due to conditions beyond its reasonable control, such as, but not limited to, changes in local, state, or federal laws or regulations arising from legislative changes, judicial interpretations of existing law, vote by the citizens of Ukiah, or administrative action, and not due to the fault or neglect of any Party, such failure to perform shall not be deemed a violation of this Agreement provided the Party whose performance is so prevented performs its obligation as soon as practicable after the occurrence of the event preventing performance under this Agreement. Such Party shall use reasonable diligence to put itself again in a position to carry out its obligations hereunder, and in the event such Party does not or cannot within a reasonable time put itself again in a position to do so, the other Party may, at its option, terminate this Agreement.

I. MISCELLANEOUS PROVISIONS

1. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of the Agreement or of any covenant, condition, or limitations herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in a proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived, except as herein set forth.

2. SEVERABILITY

In the event any section, subsection, provision, or clause of this Agreement or any combination thereof is found to be unenforceable at law, inequity, or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not in any way affect the other sections, subsections, provisions, or clauses of this Agreement, which shall continue in full force and effect, and the unenforceable provisions shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by applicable law.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

3. NOTICE

Whenever notice is permitted or required by this Agreement, it shall be deemed given when deposited in the U.S. Mail with proper first class postage affixed thereto and addressed or personally delivered to:

City of Ukiah
Attention: Sage Sangiacomo
300 Seminary Ave.
Ukiah, CA 95482

Economic Development & Financing Corporation
Attn: Diann Simmons
208 B South Oak St.
Ukiah, CA. 95482

4. DUPLICATE ORIGINALS

This Agreement may be executed in one or more duplicate originals, each bearing the original signatures of the parties. When so executed, each such duplicate original shall be admissible to establish the existence and terms of this Agreement.

5. AUTHORITY

The parties hereto acknowledge that they have the authority to execute this Agreement on behalf of the entity that they represent as herein set forth below.

6. GOVERNING LAW AND JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California. All legal actions arising under this Agreement shall be filed in the California state courts in Mendocino County, which shall have jurisdiction and venue over any such actions or proceedings.

7. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either, oral or in writing, between the parties hereto with respect to the terms and conditions contained herein, and contains all of the covenants and agreements between the parties with respect to this Agreement in any manner whatsoever. Each Party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding.

8. PLAIN MEANING

This Agreement shall be interpreted in accordance with its plain meaning, neither for nor against any Party.

9. HEADINGS AND CONTEXT

The headings of this Agreement are inserted for convenience only and do not define, limit or extend the scope or intent of this agreement or any provision thereof. When the context permits, a word or phrase used in the singular means the plural and when used in any gender, its meaning also includes all genders.

10. MERGER

This Agreement constitutes the entire understanding between the parties as to the terms and conditions contained herein, all previous understandings being merged herein.

11. ADEQUATE ASSURANCES

Each Party shall execute, acknowledge and deliver such additional documents, writings or assurances as the other may periodically require so as to give full force and effect to the terms and provisions of this Agreement.

12. CONSTRUCTION OF AGREEMENT

This Agreement has been reviewed by separate counsel for both parties. Any ambiguity existing in this Agreement shall not be construed against either Party as the drafter of this Agreement.

13. TIME

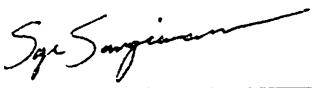
Time is of the essence of this Agreement.

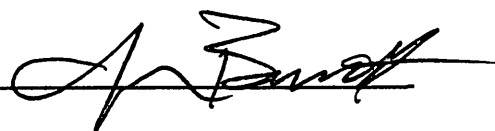
Acknowledgement:

IN WITNESS WHEREOF, this Agreement is executed by the City of Ukiah and the EDFC, by their duly authorized representatives, on the Effective Date.

CITY OF UKIAH

ECONOMIC DEVELOPMENT &
FINANCING CORPORATION

By: 
Sage Sangiacomo, City Manager

By: 
Jesse Burnett, Interim Executive Director

ATTEST: Kristine Lawler
Kristine Lawler (Jan 5, 2021 14:54 PST)
Kristine Lawler, City Clerk

EXHIBIT A

ECONOMIC DEVELOPMENT & FINANCING CORPORATION SCOPE OF SERVICES

Contractor shall provide the following services:

1. Assist the City during the term of this agreement with support and coordination of economic development activities that encourage job retention, business expansion and business relocation within and to the City of Ukiah by coordinating activities with the County of Mendocino, tribal governments, Workforce Alliance of the North Bay., West Business Development Center/Mendocino SBDC, Sonoma Mendocino Economic Development District, and the Greater Ukiah Business and Tourism Alliance.

Performance Indicators

Provide key collateral in Spanish and procure translation services as necessary to more effectively reach the LatinX business community.

- § Continue to maintain current economic and demographic data for the Ukiah area on EDFC's website.

On a quarterly basis, make site visits to Ukiah-area businesses to share program info and determine needs, possibly in conjunction with other organization(s).

- § Continue to distribute the Resource Guide.

2. Provide services and programming as the local Community Development Financial Institution (CDFI).
3. Assist with locating grant funding, loans, private and public capital, and venture capital funds to support Ukiah businesses and the City of Ukiah. Of particular interest are grants and low-interest loans that would assist with façade improvements and code-required improvements (seismic retrofits, fire sprinklers, ADA improvements, etc.).

Performance Indicators

§

- § In the year-end report, detail the number of businesses assisted and the total amount of funds awarded to EDFC in the contract year that support economic development activities in the Greater Ukiah Valley.

4. Meet as needed with the City of Ukiah Business Liaison and inform the Liaison (by phone or email) when assistance is either requested by or provided to a business within the Ukiah city limits.

Performance Indicator

- § Contact Business Liaison as required.

5. Communicate activities, service delivery, and fiscal reports to the City.

Performance Indicator

- § Submit a detailed annual report to the City Staff and City Council regarding activities and services during contract period and including the work plan for the up-coming year.



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Orozco and Various Councilmembers

ATTACHMENTS:

1. 2021 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

2021 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Tami Bartolomei, Office of Emergency Management Coordinator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482		200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Duenas Rodin - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Rodin- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Duenas- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Duenas Orozco - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA		County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Duenas- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Orozco Neil Davis- Alternate	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Cedric Crook, Patrol Lieutenant	Cedric Crook, Patrol Lieutenant Nob; 463-6771; ccrook@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com

2021 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482	275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown Rodin - Alternate	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Rodin Orozco-Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco, Alternate Alan Carter, Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Supervisor Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White/Orozco	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHS Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Rodin	Craig Schlatter , Director of Community Development; 463-6219; cscchlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cscchlatter@cityofukiah.com
Mendocino County 1st District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Brown	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison , Fire Chief; 463-6263; dhutchison@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Equity and Diversity	TBD	Virtual Meeting Room (link to be created)	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Duenas	Traci Boyl , City Manager's Office Management Analyst; 467-5720 tboyl@cityofukiah.com

2021 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Trench Cut Policy Development	Crane/Brown	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 21/22 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2021 Electric Rate Study	Crane/Duenas	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Housing Element and Implementation Review	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Planning Commissioner Appointment Process	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Darcy Vaughn, Assistant City Attorney 462-6846 dvaughn@cityofukiah.onmicrosoft.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Upper Russian River Water Agency/City Relations	Crane/Brown	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com