



Planning Commission

Regular Meeting **AGENDA**

(to be held both at the physical and virtual locations below)

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

To participate virtually, go to the following link: <https://us06web.zoom.us/j/91264543193>

To view the meeting (without participating), go to: <http://www.cityofukiah.com/meetings/>

Or you can call in using your telephone only:

- Toll-free 1-669-444-9171
- Enter the Access Code: 912 6454 3193
- Raise hand: After being recognized, Enter *9
- To Speak after being recognized: enter *6 to unmute yourself

May 22, 2024 - 6:00 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **APPROVAL OF MINUTES**

4.a. Approval of the Minutes of April 24, 2024, a Regular Meeting

Recommended Action: Approve the Minutes of April 24, 2024, a Regular Meeting.

Attachments:

1. 2024-04-24 PC Minutes

5. **APPEAL PROCESS**

All determinations of the Planning Commission regarding major discretionary planning permits are final unless a written appeal stating the reasons for the appeal is filed with the City Clerk within ten (10) days of the date the decision was made. An interested party may appeal only if he or she appears and states his or her position during the hearing on the decision from which the appeal is taken. For items on this agenda, the appeal must be received by June 3, 2024.

6. **COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS**

The Planning Commission welcomes input from the audience that is within the subject matter jurisdiction of the Planning Commission. 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.

7. **SITE VISIT VERIFICATION**

8. **VERIFICATION OF NOTICE**

9. **PLANNING COMMISSIONERS REPORT**

10. **DIRECTOR'S REPORT**

- 10.a. Receive Community Development Director's Report Receive Community Development Director's Report.

Recommended Action: Receive Community Development Director's Report

Attachments:

1. Planning-Division-Projects-Report-5-1-24 - 1

11. **CONSENT CALENDAR**

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- 13.a. Consideration of a proposed Major Site Development Permit to allow for the installation of nine (9) interconnected single-story prefabricated modular structures (totaling ±1,440 square feet) to serve as accessory medical offices for use by the existing health service provider(s) for a period of no more than five (5) years upon occupancy at 280 E Standley Street; APN 002-192-14; File No. 24-0130

Recommended Action: Staff recommends that the City of Ukiah Planning Commission:

1) Approve the proposed Major Site Development Permit to allow for the installation of nine (9) interconnected single-story prefabricated modular structures (totaling ±1,440 square feet) to serve as accessory medical offices for use by the existing health service provider(s) for a period of no more than five (5) years upon occupancy at 280 E Standley Street; APN 002-192-14 as supported by the information in the associated Staff Report, Findings in Attachment 1 and subject to the Conditions of Approval in Attachment 2; File No. 24-0130

Attachments:

1. Draft Findings
2. Draft Conditions of Approval
3. Application Materials, Lease Agreement & Maps
4. Agency Referral Responses
5. DRB Draft Minutes (03.28.24) and Materials

14. **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 Planning Commission after distribution of the agenda packet are available at the Civic Center 300 Seminary Ave. Ukiah, CA 95482; and online at: www.cityofukiah/meetings/ at the end of the next business day.

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.

Dated: May 15, 2024
Stephanie Abba, Planning Commission Clerk

**CITY OF UKIAH
PLANNING COMMISSION MINUTES
REGULAR MEETING**
Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Virtual Meeting Link: <https://zoom.us/j/91264543193>

**April 24, 2024
6:00 p.m.**

1. CALL TO ORDER

The City of Ukiah Planning Commission held a Regular Meeting on April 24, 2024. The meeting was legally noticed on April 17, 2024. The meeting was held in person and at the following virtual link: <https://zoom.us/j/91264543193>. Commissioner R. Johnson called the meeting to order at 6:00 p.m.

COMMISSIONER R. JOHNSON PRESIDING.

2. ROLL CALL

Roll was taken with the following **Commissioners Present:** Angie Grainger, Thao Phi, Mark Hilliker, Alex de Grassi, and Rick Johnson. **Commissioners Absent:** None. **Staff Present:** Craig Schlatter, Community Development Director, Jesse Davis, Chief Planning Manager; David Rapport, City Attorney, Darcy Vaughn, Assistant City Attorney, and Stephanie Abba, Planning Commission Clerk.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Hilliker.

4. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

No Notifications or Considerations Received.

5. APPROVAL OF MINUTES

a. Approval of the Minutes of April 10, 2024, a Regular Meeting.

Motion/Second: de Grassi/Hilliker to approve the Minutes of April 10, 2024, a Regular Meeting as submitted. Motion **carried** by the following Roll Call votes: **AYES:** A. Grainger, T. Phi, M. Hilliker, A. de Grassi, and R. Johnson. **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

5. APPEAL PROCESS

Chair Johnson stated the appeals deadline date is May 06, 2024. No appeals were received.

6. COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS

No Comments from Audience

7. SITE VISIT VERIFICATION

Verified by the Commissioners

8. VERIFICATION OF NOTICE

Verified by Staff

9. PLANNING COMMISSIONERS' REPORTS

None

10. **DIRECTOR'S REPORT**

Presenter: Craig Schlatter, Community Development Director

Director Schlatter stated that there is not any business planned for the May 8, 2024, meeting, therefore it is canceled.

11. **CONSENT CALENDAR**

No items on the Consent Calendar

12. **UNFINISHED BUSINESS**

a. Receive Bi-Annual Status Update and Report Regarding Community Center and Winter Homeless Shelter at 1045 South State Street.

Presenter: Craig Schlatter, Community Development Director

PUBLIC COMMENT: Sage Wolf

Status Update and Report Received.

b. Request to amend a previously approved Major Use Permit (File No. 19-4434) to allow for on-site consumption of 'Cannabis Products' in a designated 'Cannabis Consumption Area – Outdoor' on the premises of an existing 'Cannabis-Related Business' in accordance with Ukiah City Code Section 9174.3(c)(5) located at 441 N. State St., APN 002-186-19 File No. 23-8972.

Presenter: Jesse Davis, Chief Planning Manager

PUBLIC COMMENT: Elizabeth Kurtz, Senior Compliance Specialist; Ryan Rogers, On-Site Manager;

Recess: 7:46 p.m.

Reconvened: 7:50 p.m.

PUBLIC COMMENT: Duncan James, Neighbor at 455 N. State St. and Owner of Lambs Inn; Jim Ronco, Neighbor; Donald McMullen, neighbor and owner of a legal business next door; Kathy James, Counselor and Owner of Lambs Inn.

Motion/Second: de Grassi/Phi to approve the Major Use Permit (file No. 19-4434) to allow for onsite consumption of Cannabis Products in a designated Cannabis Consumption area Outdoor on the premises of an existing Cannabis-Related Business in accordance with Ukiah City Code Section 9174.3(c)(5) located at 441 N. State St., with the Condition that No Vaping, or Smoking of any Cannabis Product on the Premises would be allowed. Motion **carried** by the following Roll Call votes:

AYES: A. Grainger; T. Phi; M. Hilliker; A. de Grassi; and R. Johnson. **NOES:** None. **ABSENT:** None. **ABSTAIN:** None.

13. **NEW BUSINESS**

No New Business was agendized.

14. **ADJOURNMENT**

There being no further business, the meeting adjourned at 8:53 p.m.

Stephanie Abba, Planning Commission Secretary



AGENDA SUMMARY REPORT

SUBJECT: Receive Community Development Director's Report Receive Community Development Director's Report.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, AICP

ATTACHMENTS:

1. Planning-Division-Projects-Report-5-1-24 - 1

Summary:

Background: Director's Reports are bi-monthly oral reports given by the Community Development Director on the status of projects of the Planning Division of the Community Development Department.

Updates may include, but are not limited to, application status of major and minor discretionary permits, the implementation status of advanced planning and related 2040 General Plan programs and projects, and updates related to the activities of other divisions of the Department.

Discussion: May 2024 Planning Division Projects Report (Attachment 1). This is a monthly report produced on the first of each month. The May 2024 report and previous monthly reports are located on the PlanningDivision Services web page, under "Current Planning Reports":

<https://cityofukiah.com/community-development/planning-services/>

Recommended Action: Receive Community Development Director's Report



**City of Ukiah
Active Planning Applications**

As of 5/1/2024

Permit #	Site Address	Date of Submittal	Summary of Project	Status
24-9258	280 E. Standley St.	2/1/24	Major Site Development Permit to allow for the temporary installation of nine (9) single-story prefabricated modular structures (totaling approximately 1,440 square feet) to serve as supplementary counseling offices for the existing health service provider(s) requiring Major and Minor Exceptions to the Downtown Zoning Code as regulated by Ukiah City Code §9231.5. Additional site modifications include renovation of the existing parking lot, relocation of the trash enclosure, and the addition of vinyl slates to the existing perimeter fencing	DRB Hearing: 3/28/24; PC Hearing (Tentative 5/22/24)
24-9253	734 S. State St.	1/29/24	Minor Site Development Permit to facilitate tenant improvements to a commercial structure associated with an existing gasoline station (MUP #93-10), implement new landscaping and undertake various site improvements, including new signage, fascia, and station upgrades.	DRB Hearing: 4/25/24 (Recommended Approval to PC)
17-3069	1294 N. State St.	9/13/17	Resubmitted Major Use Permit and Site Development Permit to allow for construction of two retail suites (including one drive-through), within the Community Commercial (C1) zoning district.	DRB Hearing: 4/25/24 (Recommended Approval to PC)
24-9265	195 Low Gap Rd.	2/20/24	A General Plan Amendment to convert the subject property from Low Density Residential (LDR) to Community Commercial (CC) land use designation, as well as a Rezone to convert the property from the Low Density Residential (R1) zoning district to the Community Commercial (C1) zoning district. If approved, the intended use of the property would be for a 'Professional Office'.	CEQA IS/MND Draft - In Process
24-9277	911 Marlene Street	3/14/24	Minor Subdivision of an existing 2.3± acre lot into two (2) parcels. Parcel 1 would be 1.23 acres and feature the existing condominiums; Parcel 2 would be 1.07 acres and undeveloped. Additionally, both parcels would be rezoned to R-2, removing the Planned-Development requirements of Use Permit No. 80-40.	CEQA IS/MND Draft - In Process

City of Ukiah
Recently (Within Previous 90 Days) Approved Projects



As of 5/1/2024

Permit #	Site Address	Approved Date	Summary of Project	Comments
23-9153	1230 Airport Park Blvd. Suite C	3/14/24	Minor Amendment to a Major Use Permit to allow 'Cannabis Distribution' within an existing structure that currently facilitates 'Cannabis Retail' located within the Airport Industrial Park Planned-Development (Light Manufacturing/Mixed-Use) zoning district.	Approved by Zoning Administrator on 3/14/24.
23-8972	441 N State St.	4/24/24	Major Use Permit for the development of an outdoor cannabis consumption area at an existing 'Cannabis Retail' business within the Community Commercial (C1) zoning district.	Approved by Planning Commission on 4/24/24
24-9268	1310 West Clay St.	4/25/24	Minor Subdivision of an existing .71± acre lot into two (2) parcels. Parcel 1 would be 14,424 square feet gross, while Parcel 2 would be 20,234 square feet within the Low Density Residential (R1) zoning district.	Approved by City Engineer on 4/25/24

**City of Ukiah
Advanced Planning Projects**

As of 5/1/2024

Permit #	Site Address	Approved Date	Summary of Project	Comments
N/A	Citywide	N/A	Ordinance Amendment for modifications to UCC 3016 for Demolition Permit procedures	Working with Rincon Consultants, Inc. to update/streamline Demolition Permit procedures. Funded by Local Early Action Planning (LEAP) Grant. Anticipate bringing proposed amendments forward in early 2024.
N/A	Citywide	N/A	2040 General Plan Implementation Programs	Climate Action Plan, Right-to-Farm Ordinance, SB 743 methodology, Update to Demo Permit Procedures in-process
A_2022-02	Unincorporated Western Hills	N/A	Amendment of the Western Hills Annexation Area - Annexation Application.	Annexation application submitted to LAFCo: 6/8/22. Incomplete letter from LAFCo received 6/29/22. Planning Commission hearing for recommendation to City Council: 11/8/23; City Council hearing: 12/6/23. An amended application was submitted to LAFCo on 03/15/24.
N/A	Citywide	N/A	Ordinance Amendment to residential zoning districts R1, R2, R3 to facilitate 'Missing Middle Housing' development and clarify existing regulations for ADUs.	Ad Hoc Review Scheduled for 05/16/24



DATE: May 22, 2024
TO: Planning Commission
FROM: Jesse Davis, Chief Planning Manager
SUBJECT: Consideration of a proposed Major Site Development Permit to allow for the installation of nine (9) interconnected single-story prefabricated modular structures (totaling $\pm 1,440$ square feet) to serve as accessory medical offices for use by the existing health service provider(s) for a period of no more than five (5) years upon occupancy at 280 E Standley Street; APN 002-192-14; File No. 24-0130

SUMMARY

PROPERTY OWNER: City of Ukiah
APPLICANT & AGENT: One Together Solutions; Theresa Mauer (Authorized Agent)
LOCATION: 280 East Standley Street; APN (002-192-14)
TOTAL ACREAGE: $\pm .57$ acres (24,829 sq. ft.)
GENERAL PLAN: Downtown Core (DC)
ZONING DISTRICT: General Urban (GU) – Downtown Zoning Code (DZC)
CEQA DETERMINATION: Categorical Exemption pursuant to Class 3: New Construction of Small Structures; Class 4: Minor Alterations to Land
RECOMMENDATION: Conditional Approval, based on the Findings in Attachment 1 and Conditions of Approval in Attachment 2.

PROJECT LOCATION & EXISTING CONDITIONS

The ± 0.57 -acre project site (APN 002-192-14) is bounded by East Smith Street, Mason Street and East Standley Street in downtown Ukiah, ± 0.6 miles west of U.S. Highway 101. The project site is developed with an existing single-story structure ($\pm 5,678$ sf) that is currently utilized as an outpatient medical facility. It maintains a General Plan Land Use Designation of Downtown Core (DC) and is within the General Urban (GU) zoning district of the Downtown Zoning Code (DZC). For reference, the Downtown Zoning Code may be accessed online at: <https://www.codepublishing.com/CA/Ukiah/#!/Ukiah09/Ukiah0902-1800.html#art18>.

The parcel is accessed via separate encroachments from Mason Street, as well as East Smith Street, and the facility maintains a loading zone/drop-off along East Standley Street. The subject property currently maintains eighteen (18) off-street parking spaces enclosed with cyclone fencing. On-street parking spaces are identified along each frontage. Additionally, the project site is adjacent to an existing municipal parking lot that features permit parking.

BACKGROUND

In July 1991, building permits were issued by the City of Ukiah to facilitate the remodel of the existing structure from a jail/holding facility to administrative offices. Those offices would be used by the Mendocino County Sheriff's Office – Probation Division until their relocation to the shared Mendocino County facilities at 501 Low Gap Road. Beginning in 2013, several uses were considered for the existing structure, including a business development and training center with the Economic Development and Financing Corporation. As that project did not come to fruition, the facility remained vacant, but was occasionally used by the City's Community Services Department for special events, such as a haunted house.

In June 2020, the City signed a five (5) year lease-agreement with New Life LLC to allow for use of the existing structure for general medical practice and offices, including narcotic treatment (Attachment 3). Subsequently, in accordance with the lease, New Life LLC facilitated voluntary and necessary tenant improvements to allow for use and occupancy of the existing structure. Tenant improvements included electrical upgrades and installation of a standby generator, as well as interior modifications to allow for use of the existing structure as a medical office and outpatient facility. New Life LLC also facilitated exterior modifications, including new sidewalk, accessibility upgrades, lighting, and enhanced landscaping along the Standley and Mason Street frontages. The commencement date of the lease agreement was June 1, 2020, and it includes two (2) options to extend the lease for additional five (5) year increments.

Gibson Creek: The subject property features an undergrounded segment of Gibson Creek that briefly daylight in the center of the parking lot area. Per Ukiah City Code (UCC) §9230.8, Gibson Creek provides riparian and aquatic habitat that supports a variety of insects, amphibians, fish, and animals and serves as a water source and migration corridor for wildlife.

As conveyed within this section of the DZC, any future development surrounding Gibson Creek shall consider daylighting, re-establishing and providing public access to the creek corridor. Presently, in areas on the subject property where Gibson Creek is visible or accessible, it is fenced to prevent entry or trespass. As conveyed, development of the Gibson Creek corridor should be designed to balance vehicular, bike, and pedestrian circulation with the community's desire to enhance and preserve the creek and its riparian and aquatic habitat, and associated wildlife.

Per UCC §9222.1(B)(1)(b)(2), any future development shall consider daylighting, re-establishing and providing public access to the creek corridor, or granting to the City a sixty-foot (60') right-of-way for the future daylighting, restoration and operation of a publicly accessible creek corridor in a location approximately as shown on the Circulation Map. The DZC Circulation Map (Figure 8), and Special Designations Map (Figure 9) identifies the location of required and recommended paths, but does not provide any mechanism for coordination or development of other segments besides the aforementioned regulation that new development adjacent to the creek shall dedicate right-of-way or provide an access easement of sufficient width to allow for adequate maintenance of the creek. As this is a publicly-owned property that is leased by the Applicant, the City is provided access to Gibson Creek for maintenance and repair considerations, as necessary.

PROJECT DESCRIPTION

The project proposes to install nine (9) single-story prefabricated modular structures (±1,440 square feet) to serve as counseling offices and meeting rooms for the existing health service provider(s) in proximity to the existing office structure. A summary of the requested improvements is included, below:

- Demolish existing rear storage canopy and related vertical elements, including columns and posts within the footprint of the proposed structure;
- Install and connect to utilities, nine (9) single-story prefabricated modular structures to serve as accessory offices for a period of no more than five (5) years upon occupancy of the structure;
- Install an enclosure for trash container(s);
- Remove existing parking lot fencing and access gates; install landscaping, including street trees;
- Remove four (4) off-street parking spaces to accommodate the proposed accessory structure, and facilitate additional improvements to the existing off-street parking area (e.g. striping, relocation, EV facilities, wheel-stop, etc.), and install an access gate and path of travel to the facility from the municipal parking lot from which twenty (20) additional spaces may be leased;
- Accessibility improvements, as required.

Per the applicant, the project has been designed “...to expand office space to serve the growing and urgent need for our life-saving services in the community.” As stated by the applicant in the application materials:

“We are requesting permission to erect one modular building on the site that we currently lease from the City of Ukiah. We have partnered with WillScot, who manufactures modular units that can be connected to form a larger building. These modular units are approved at the state level and leased for a determined amount of time. The intent of this new modular building is to be used as an extension of the existing building for office space. It will provide a simple path of travel for people whose main entrance into the existing building is along Standley Street. This requires that the new modular building be located as close as possible to the existing building, with an accessible path of travel and ease of use.”

SURROUNDING USES AND ZONING

The Project site is bounded by East Smith Street, Mason Street and East Standley Street in downtown Ukiah, ±0.6 miles west of U.S. Highway 101. Adjacent to this City-owned facility is a public City-Owned parking lot, as well as commercial office and construction sales and services buildings, located to the North and West of the site. A summary of uses and zoning designations are provided in Table 1, below:

TABLE 1: SURROUNDING USES AND ZONING		
	ZONING:	USE:
NORTH	General Urban; Community Commercial	Commercial – Office
EAST	Downtown Core	Commercial – Construction Sales & Services
SOUTH	Downtown Core	Private Parking Lot; Vacant Commercial
WEST	General Urban	Municipal Parking Lot

AGENCY CONSIDERATIONS & REFERRAL

On February 27, 2024, project referrals were sent to the following responsible or trustee agencies with jurisdiction over the Project (See Table 2). Comments or correspondence received by responding departments and agencies are included in Attachment 4, and comments reflected within the Conditions of Approval, as appropriate.

TABLE 2: AGENCY COMMENTS	
Agency	Comment
City Building Official	No Response
City Public Works Department	No Response
Ukiah Valley Fire Authority	No Response
City of Ukiah Police Department	No Comment
City Electrical Utility Department	No Response
City of Ukiah, City Manager's Office	No Response

Design Review Board. On March 28, 2024, the Project was analyzed by the Design Review Board (DRB) for consistency with the DZC. Ultimately, the DRB recommended approval of the Project to the Planning Commission with four (4) considerations related to the Project's design as documented in the Draft Minutes (Attachment 5):

- 1) Provide a Landscape Plan for the site and associated off-street parking area;
- 2) Remove the existing chain-link fence that encloses the existing off-street parking area (with the exception of those preventing access to Gibson Creek);
- 3) Condition the removal of the modular structure within 5 years of installation and occupancy, either through a Condition of Approval, or a performance bond, if necessary;
- 4) Screen the proposed trash-enclosure as specified by the Downtown Zoning Code to negate the need for a Major Exception.

STAFF ANALYSIS

General Plan (2040)

The Project site carries a General Plan designation of Downtown Core (DC). This designation is applied to the central core of Ukiah, generally extending along East Perkins St. and State St. comprising parcels with the Downtown Zoning District. As discussed in the General Plan, "This designation is intended to establish and promote Downtown Ukiah as the central gathering place in the community for commercial, entertainment, hospitality, and urban living. Development in the Downtown Core is meant to establish a walkable, infill-oriented environment, focusing on multi-modal transportation and overall connectivity to the remainder of the city."

The proposed Project would include site upgrades allowing the current tenant to install an interconnected single-story prefabricated modular structure (±1,440 square feet) to serve as accessory medical offices for the existing health service provider(s). The proposed Project incorporates input from Staff, and recommendations by the DRB to improve the property, including

removal of existing parking lot fencing, installation of additional landscaping and street trees along the Smith and Mason Street frontages, as well as other parking lot improvements, including increased connectivity to the existing municipal parking lot adjacent to the subject property. Since submittal, the Applicant has undertaken three separate revisions to the proposed site layout and associated improvements

The Project supports the following goals and policies contained within the City's 2040 General Plan Land Use element. In alignment with Goal LU-13 of the City's Land Use Element, the City aims to ensure equal access to essential services for all community members, including the provision of medical services. Policy LU-13.3 emphasizes collaboration with non-profit organizations and public agencies providing assistance to vulnerable populations, including access to healthcare.

Land Use Element

- **Policy LU-8.4:** Reuse of Underutilized Property. The City shall encourage property owners to revitalize or redevelop abandoned, obsolete, or underutilized properties to accommodate growth.
- **Goal LU-13:** To ensure that all community members have equal access to healthy foods, education, green spaces, and medical services
 - **Policy LU-13.3:** (Public Assistance Collaboration): The City shall support non-profit organizations and public agencies which provide assistance to the homeless and access to healthcare, rental assistance and food assistance, and other poverty alleviating programs and services.

In conjunction with the City's Mobility Element, the Applicant notes their utilization of an expansive shared transportation program that provides rides to a large percentage of their patients. The Applicant also indicates strong usage of Mendocino Public Transit. As a component of their request, the Applicant seeks to reduce the number of off-street parking spaces and improve the property's interface with the surrounding streetscape by removing fencing, installing landscaping, trees, and bicycle parking.

Mobility Element

- **Policy MOB - 2.2:** Transportation Demand Management. The City shall support programs to reduce vehicle trips, including measures such as reduced parking requirements that aim to increase transit use, car-pooling, bicycling and walking.

Overall, the expansion of this treatment facility represents a crucial step towards fulfilling these objectives, including improved access to healthcare for an underserved population, collaboration with non-profit organizations and the promotion of healthy living by addressing the root causes of substance abuse and addiction. Through evidence-based treatment, preventative education, and community outreach initiatives, the additional capacity created at this facility will play a pivotal role in mitigating the negative impact of opioid misuse on public health, while facilitating improvements to the site that will have a lasting benefit to the area. As such, Staff finds the Project consistent with the General Plan.

Downtown Zoning Code

The Project site is zoned General Urban (GU) within Downtown Zoning Code (DZC). The vision for development within the DZC includes 'transect zones' to scale the progression of the type of development and intensity moving from a higher density 'Downtown Core' to a less dense 'Urban Center' and 'General Urban' transect zones (and zoning districts), envisioned to have a larger array of buildings, uses, larger setbacks, and lower development intensities.

As like most properties and structures within the DZC, there are several existing and non-conforming aspects exist on the subject property. In particular, it is notable that the primary structure is only a single-story. Additionally, unlike most parcels, the property features three (3) street frontages, as it spans an entire City block, which creates difficulty in applying "Layer" requirements as conveyed by Table 9: Development Standards for All Land Uses, and Table 17: Parking Design Standards, as well as Figure 4A & 4B within the DZC.

The GU zoning district, which encompasses the Project site, is intended for mixed-use and urban residential uses in a wide range of building types, from single use and single-family to mixed-use and multifamily. Setbacks and landscaping are variable. As noted in Table 3 of the DZC, medical services and offices are listed as an allowed use with the GU zoning district. As such, a Use Permit is not required. More in-depth consistency analysis with the DZC is provided within Tables 3 and 4 of this Staff Report below. For additional reference, the Downtown Zoning Code may be accessed online at: <https://www.codepublishing.com/CA/Ukiah/#!/Ukiah09/Ukiah0902-1800.html#art18>.

Airport Compatibility

The Project parcel is located approximately 1.4 miles north of the Ukiah Municipal Airport within Airport Compatibility Zone 6 (Traffic Pattern Zone) of the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP). Zone 6 airspace concerns are generally with object heights >100 feet above runway elevation. According to Table 3A of the UKIALUCP, a variety office, commercial and retail uses including outpatient medical health care centers are listed as normally compatible within Zone 6, subject to density, height, and use development standards. The Project proposes a building north of the existing structure.

Lastly, per UKIALUCP Policy 3.2.8(b), as the City is the property-owner, no recordation of an overflight notification or avigation easement is required. As such, the Project is consistent with the UKIALUCP.

Parking

The existing off-street parking lot features eighteen (18) parking spaces, which will be reduced to fifteen (15) spaces upon installation of the accessory structure and the associated parking lot landscaping.

All existing commercial structures as of January 1, 1979, within the area defined as the City of Ukiah Parking District No. 1, shall be exempt from the required off-street parking requirements prescribed in the Downtown Zoning Code. The parking requirements for this additional office square footage are addressed by UCC9228.2(C), which states that on-street parking located along the frontage line(s) of the parcel shall be counted toward fulfilling the parking requirements of a proposed development. Staff estimates that given all of the associated frontages that at least ten (10) on-street spaces exist. The Applicant is also proposing to install six (6) additional bicycle storage facilities on-site allowing for the reduction of two (2) additional parking spaces. Finally, the applicant will seek to purchase up to twenty (20) parking permits from the adjacent municipal lot and will develop an access gate for improved connection between the facility and the municipal

lot. As noted earlier, the Applicant operates an extensive shared ride program, and notes that employees are spread across multiple shifts.

Site Development Permit.

Per DZC Table 27, *Site Development Permit Procedures*, projects that include new construction of up to 15,000 sf. are considered *Tier 2-Minor Site Development Permits* and require Zoning Administrator approval. However, all projects seeking 'Major Exceptions' are considered *Tier 3 - Major Site Development Permits* and are subject to Planning Commission approval. The findings required to grant a Site Development Permit are included in Section 9231.3(c) of the DZC (and in Attachment 1). A combination of minor exceptions can also necessitate review by the Planning Commission.

DZC Tables 4 through 26 and DZC Figures 1 through 7 contain design and development standards prescribed within the DZC. While some requirements are generalized for all development projects, many are regulated by proposed building and frontage type, as well as by zoning district.

The proposed building for this project is identified as an "Accessory" building type, which is defined as a building that is allowed accessory to a principal building and subject to the requirements of Table 7 within the DZC.

For the purposes of review by the Planning Commission, Table 3 below provides a summary of relevant design and development standards for the proposed Project. The applicant has also provided a site plan (included in Attachment 3) to demonstrate compliance with DZC development standards. As noted in Table 3, the Project is seeking six (6) Minor Exceptions and one (1) Major Exception from the DZC standards.

Not all considerations from the DZC tables are included in Table 3 of this Staff Report due to the fact some are not relevant to the project requested (e.g. Table 6: Courtyard Building Standards for a proposed Accessory Building), or clearly consistent with the project already (e.g. Table 7: Surfacing of a Parking spaces).

For reference, the Downtown Zoning Code may be accessed online at: <https://www.codepublishing.com/CA/Ukiah/#!/Ukiah09/Ukiah0902-1800.html#art18>.

Table 3, <i>Project Consistency with DZC Design Standards</i>		
DZC Standards		Staff Analysis
<i>Accessory Building Standards (DZC Table 6 & 7)</i>		
Front Setback	30 Feet Minimum	Consistent.
Rear Setback	3 Feet Minimum	Consistent.
Side Setback	0 Feet Minimum	Consistent.
Height	2 stories maximum and <u>cannot exceed height of the main building</u>	Consistent.
Number of Buildings	1	Consistent
<i>Building Materials & Architecture (DZC Tables 12)</i>		
Facade(s) – Primary Exterior Finish	Brick, wood siding, fiber cement siding, stucco, stone.	Minor Exception Requested: See Table 4

Facade – Location of Materials	Combined horizontally with heavier material below the lighter material.	Minor Exception Requested: See Table 4
Prohibited	Plane panel siding (T1-11) as the primary siding material.	Consistent, as plane panel siding is not proposed.
Doors and Windows – Recess	Minimum 3-inch recess required on facade(s), measured from the wall of the facade.	Minor Exception Requested: See Table 4
Flat Roof – Parapet	Enclosed by a parapet with a minimum height of 42 inches or as needed to screen mechanical equipment.	Minor Exception Requested: See Table 4
Photovoltaic – Location	On a flat roof, shall be flush mounted or if tilted shall not extend above the parapet of the roof.	Minor Exception Requested: See Table 4
<i>Parking (DZC Table 9, 14,16,17 & 18)</i>		
Screening	Landscaping, low walls, and/or berms to prevent headlight glare from impacting adjacent streets and parking facilities.	Consistent, as described in the Landscape Plan in Attachment 3.
Queuing/Pickup Location	Adequacy of vehicle queuing capacity and the design and location of the ordering and pickup facilities shall be determined by the review authority.	Consistent, given the appointment-based scheduling used, as well as multiple frontages and loading areas.
Location	Parking, including garages, shall be accessed from an alley or secondary frontage when possible.	Consistent, as the parking lot area is accessed via secondary frontages. The primary frontage is Standley Street.
Existing Parking Facility – Modification	Modifications to existing parking facilities shall comply with the requirements of Tables 16, 17 and 18.	Consistent, as the Applicant does not seek to expand the number of spaces, but modify the parking lot to develop the accessory structure, incorporate landscaping and remove prohibited fencing materials.

Off-Site Parking	Off-site parking may be located up to one-quarter mile from the site it serves with approval of a minor exception	Minor Exception Requested: See Table 4
Bicycle	A minimum of 10% of the number of vehicle parking spaces required by this table	Consistent – 6 Bicycle Spaces to be provided
Restriping	Planning Director approval of a restriping plan is required	Consistent, as conditioned
Office	1 for every 300 gross square feet	Consistent, given the on-street spaces available to the parcel, as well as bicycle parking and Parking District No. 1 allowances.
Development Standards (DZC Table 12)		
Trash / Recycling Receptacles: Screening – Material	Material other than Masonry walls, landscape materials, or decorative fencing compatible with the design and materials shall be compatible with the main building or landscaping that is consistent with the landscaping on the site and building design.	Consistent, as the enclosure is not located along a primary frontage and is obscured by both compatible materials and landscaping.
Fencing: Material – Prohibited	Barbed wire, concertina wire, chain link, cyclone, and similar with or without screening slats and similar as determined by the Planning Director.	Major Exception Requested: See Table 4
Landscaping (DZC Table 9)		
Landscape Plan	Landscaping Plan is required	Consistent, as described in the Landscape Plan in Attachment 3.
Street Trees – Spacing, Species, Additional Requirements	One street tree every 30 feet of parcel frontage.	Consistent, given the trees to be installed around the parking lot, as well as existing trees retained throughout the property.
Landscaping coverage, species, irrigation, and	10% coverage required, using species as identified on the required species lists in DZC Section 9229.4 through 9229.11. Project also must be	Consistent, as described in the Landscape Plan in Attachment 3. All projects within Ukiah are subject to Ukiah City Code

planting requirements	consistent with State of California Model Water Efficiency Landscape Ordinance (MWELo) standards.	§3065 which locally adopted MWELo standards as promulgated by the California Department of Water Resources.
Amount – % of Parcel Area	Within and/or around the parking area, a minimum of 10% of the gross area of the parking lot shall be provided as landscaping.	Consistent, as described in the Landscape Plan in Attachment 3.
Perimeter	Landscaping shall be provided around the perimeter of the parking lot and shall include trees, shrubs and groundcover.	Consistent, as described in the Landscape Plan in Attachment 3.
Parking	A minimum of one shade tree for every five parking spaces or trees provided to achieve 50% canopy coverage of paved area at maturity, whichever is greater.	Consistent, as a shade tree is provided for every five parking spaces.
Street Trees – Spacing	1 street tree every 30 feet of parcel frontage (5); See subsection 9229.4E6 of this code.	Consistent, as street trees are installed every 30 feet in the areas where of the subject property where work is proposed.
Turf Areas	Mowed on a regular basis and kept green and weed free at all times.	Consistent, and verified during posting of public notice.
Existing Trees	Shall be retained and preserved as required in section 9229 of this code, Tree Preservation and Planting Requirements.	Consistent

Requested Exceptions. Section 9231.5 of the DZC allows approval of ‘exceptions’, which allow for project specific considerations and requests to be evaluated. DZC Table 29, Exception Procedures, establishes two levels of exceptions, major and minor, as well as the procedures for the review and processing. The DZC does not limit the number of exceptions that may be requested or granted, but it does determine the level of review (Zoning Administrator vs. Planning Commission) required based on the number and type of exceptions being requested.

Variances are not synonymous to exceptions and the DZC explicitly states that variances are prohibited within the DZC (see UCC 9231.7). Variances are identified as pathways for flexibility when a development standard cannot be met in other zoning districts within Ukiah City Code. Specifically, as noted in UCC 9264, a variance can only be granted if a unique or special circumstance to the property, including size, location, shape, topography, location or surroundings depriving a property owner of the same development right afforded to other properties within the

same zoning district is present. Further, the issuance of a variance cannot constitute or grant a special privilege to the property inconsistent with the limitations upon other properties in the vicinity and subject to identical zoning regulations.

Conversely, exceptions were incorporated into the DZC to alleviate concerns with the strict requirements raised by the public, Planning Commission and City Council during development of the DZC, in recognizing that deviations from the requirements are necessary to facilitate the variety of parcels and development proposals within its various zoning districts. Upon extensive research (review of planning documents and meeting minutes during preparation and adoption of the DZC) conducted by Staff, it should also be noted that exceptions are intended to be utilized as a mechanism to study what development standards should be removed or revised.

The intent of DZC exceptions is reinforced by the findings required to grant such requests, as they focus on consistency with the intent of the General Plan and DZC, in addition to overall site planning and connectivity to adjacent properties and Downtown Ukiah (see DZC Table 29).

As noted in Table 3 above, the Project has met or exceeded all DZC standards, apart from the requirements which are being requested as exceptions as a part of the Project. Table 4 below discusses the three exceptions being requested as a part of the Project and Staff's analysis of the request(s). Findings to grant the Site Development Permit and requested exceptions are included in

Attachment

1.

Table 4, Request Exceptions from the Downtown Zoning Code	
Exception Requested	Staff Analysis
1. Facade(s) – Primary Exterior Finish: Brick, wood siding, fiber cement siding, stucco, stone.	Minor Exception Requested – The proposed modular structure does not comply with the identified façade requirements. Staff notes that the Site Development Permit includes a Condition of Approval that the structure must be removed after five years of occupancy. Given the Applicant's limited ability to alter the structure due to the lease allowances and associated inspection certifications, the permanent improvements facilitated by the Applicant to align the subject property with the DZC, and the semi-permanent nature of the structure, this exception can be supported.
2. Facade – Location of Materials: Combined horizontally with heavier material below the lighter material.	Minor Exception Requested – The proposed modular structure does not comply with the identified façade requirements. Staff notes that the Site Development Permit includes a Condition of Approval that the structure must be removed after five years of occupancy. Given the Applicant's limited ability to alter the structure due to the lease allowances and associated inspection certifications, the permanent improvements facilitated by the Applicant to align the subject property with the DZC, and the semi-permanent nature of the structure, this exception can be supported.
3. Doors and Windows – Recess: Minimum 3-inch recess required on facade(s), measured from the wall of the facade.	Minor Exception Requested – The proposed modular structure does not comply with the identified door and window recess requirements. Staff notes that the Site Development Permit includes a Condition of Approval that the structure must be removed after five years of occupancy. Given the Applicant's limited ability to alter the structure due to the lease allowances and associated inspection certifications, the

	<i>permanent improvements facilitated by the Applicant to align the subject property with the DZC, and the semi-permanent nature of the structure, this exception can be supported.</i>
4. Flat Roof – Parapet: Enclosed by a parapet with a minimum height of 42 inches or as needed to screen mechanical equipment.	Minor Exception Requested – <i>The proposed modular structure lacks a roof enclosed by a parapet wall. Staff notes that the Site Development Permit includes a Condition of Approval that the structure be removed after five years of occupancy. Given the Applicant's limited ability to alter the structure due to the lease allowances and associated inspection certifications, the permanent improvements facilitated by the Applicant to align the subject property with the DZC, and the semi-permanent nature of the structure, this exception can be supported.</i>
5. Photovoltaic – Location: On a flat roof, shall be flush mounted or if tilted shall not extend above the parapet of the roof	Minor Exception Requested – <i>The proposed modular structure does not comply with the solar energy requirements of the DZC. Staff notes that the Site Development Permit includes a Condition of Approval that the structure be removed after five years of occupancy. Given the Applicant's limited ability to alter the structure due to the lease allowances and associated inspection certifications, the permanent improvements facilitated by the Applicant to align the subject property with the DZC, and the semi-permanent nature of the structure, this exception can be supported.</i>
6. Off-Site Parking: Off-site parking may be located up to one-quarter mile from the site it serves with approval of a minor exception	Minor Exception Requested: <i>The Applicant intends to utilize the adjacent municipal parking lot and is permitted to purchase up to twenty (20) associated parking permits from the City of Ukiah. The Applicant proposes to create a gate and path of travel from the parking lot to the medical offices. Given the utilization of an adjacent parking lot and the proposed improvements, this exception can be supported, as this project consideration aligns with numerous considerations within the DZC regarding interconnectivity.</i>
7. Fencing: Material – Prohibited: Barbed wire, concertina wire, chain link, cyclone, and similar with or without screening slats and similar as determined by the Planning Director.	Major Exception Requested: <i>The applicant will remove the majority of the prohibited fencing per the recommendation of the DRB. The prohibited fencing surrounds the existing off-street parking area and detracts from the aesthetics of the area. The Applicant intends to replace the fencing with landscaping. For safety purposes, the Applicant requests that the prohibited chain link fencing preventing access to areas where the creek is visible or accessible. This request was affirmed by the DRB. Given that the remaining fencing is needed for a specific safety purpose, and the Applicant is facilitating the removal of a majority of prohibited fencing, this exception can be supported.</i>

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from the provisions of CEQA pursuant to CEQA Article 19 §15303(c), Class 3, New Construction or Conversion of Small Structures, which consists of the construction, location and conversion of limited numbers of new, small facilities or

structures and Article 19 §15304(b), Class 4, Minor Alterations to Land, which consists of new gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping, including walls, fences, walkways, irrigation systems, and similar features, as well as plant materials. The Class 3 exemption applies to commercial office structures, such as the one proposed, up to 2,500 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances and all necessary public services and facilities are available.

Furthermore, the Project qualifies for the aforementioned CEQA exemptions for the following reasons:

- The Project site is zoned General Urban (GU), which allows for medical offices to be located within this zoning district by-right.
- The Project would comply with all applicable air quality regulations and would not involve the use of significant amounts of hazardous materials.
- All public services and utilities are available to the site and the Project will be reviewed by applicable City departments and agencies as required..

Lastly, the Project meets the screening criteria for 'small projects' in the City's adopted thresholds for Vehicle Miles Traveled (VMT), resulting in a less than significant impact to traffic and no further analysis is required. As a part of the General Plan Environmental Impact Report (EIR), the City identified that the following projects are expected to result in less than significant impacts: small projects that meet existing categorical CEQA exemptions (such as the proposed Project), residential uses, employment uses in areas with a diverse mix of land uses, local serving retail, projects in proximity to a major transit stop, transportation projects, and all residential projects. For more information, please refer to Section 4.11, Transportation, and Appendix D of the City's General Plan Environmental Impact Report, which may be accessed online at: https://ukiah2040.com/images/docs/Ukiah_2040_Compiled_Appendices.pdf

NOTICE

Notice of the Public Hearing was provided in the following manner, in accordance with UCC §9264:

- Published in the Ukiah Daily Journal on May 12, 2024;
- Posted on the Project site on May 9, 2024;
- Posted at the Civic Center (glass case) 72 hours prior to the public hearing; and
- Mailed to property owners within 300 feet of the Project parcels, as well as emailed to public agencies having jurisdiction on May 12, 2024.

RECOMMENDATION

Staff recommends that the City of Ukiah Planning Commission:

- 1) Conduct a public hearing; and
- 2) Approve the proposed Major Site Development Permit to allow for the installation of nine (9) interconnected single-story prefabricated modular structures (totaling ±1,440 square feet) to serve as accessory medical offices for use by the existing health service provider(s) for a period of no more than five (5) years upon occupancy at 280 E Standley Street; APN 002-192-14 as supported by the information in the associated Staff Report,

Findings in Attachment 1 and subject to the Conditions of Approval in Attachment 2; File No. 24-0130

ATTACHMENTS

1. Draft Findings
2. Draft Conditions of Approval
3. Application Materials, Lease Agreement & Maps
4. Agency Referral Responses
5. DRB Draft Minutes (03.28.24) and Materials

**DRAFT FINDINGS TO APPROVE A MAJOR SITE DEVELOPMENT PERMIT
FOR INSTALLATION OF A SEMI-PERMANENT
ACCESSORY MEDICAL OFFICE STRUCTURE
280 E STANDLEY STREET; APN 002-192-14; FILE NO. 24-0130**

The Community Development Department's recommendation for conditional approval of a Major Site Development Permit to allow the installation of nine (9) interconnected single-story prefabricated modular structures (totaling $\pm 1,440$ square feet) to serve as accessory medical offices for use by the existing health service provider(s) for a period of no more than five (5) years upon occupancy, as described in the application materials and Staff Report dated May 22, 2024. This approval also includes multiple 'Exceptions' from the Downtown Zoning Code. This approval is based on the following findings, in accordance with Sections 9231.3 (Table 27, Site development Procedures), and 9231.5 (Table 29, Exception Procedures) of the Downtown Zoning Code.

Site Development Permit Findings – Downtown Zoning Code

1. **The proposed project is consistent with the City of Ukiah General Plan, Ukiah City Code, and this code.**

General Plan. The Project site carries a General Plan designation of Downtown Core (DC). This designation is applied to the central core that comprises parcels with the Downtown Zoning District (DZC). As discussed in the General Plan, *"This designation is intended to establish and promote Downtown Ukiah as the central gathering place in the community for commercial, entertainment, hospitality, and urban living. Development in the Downtown Core is meant to establish a walkable, infill-oriented environment, focusing on multi-modal transportation and overall connectivity to the remainder of the city."* This designation allows for a combination of higher-density residential, mixed-use, office, and commercial uses. The proposed Project would include site upgrades and allow the current tenant to install a semi-permanent interconnected single-story prefabricated modular structure ($\pm 1,440$ square feet) to serve as accessory medical offices for the existing health service provider(s). Medical offices are identified as a typical use in the DC designation.

The proposed Project incorporates input from Staff, and recommendations by the DRB to improve the property, including removal of prohibited parking lot fencing, installation of additional landscaping and street trees, as well as other parking lot improvement including the connection to the existing municipal parking lot.

Critically, the Project supports General Plan goals and policies to revitalize or redevelop abandoned, obsolete, or underutilized properties to accommodate growth and to ensure that all community members have equal access to healthy foods, education, green spaces, and medical services. Per the following General Plan Policies and Goals:

Land Use Element

- **Policy LU-8.4: Reuse of Underutilized Property.** The City shall encourage property owners to revitalize or redevelop abandoned, obsolete, or underutilized properties to accommodate growth.

- **Goal LU-13:** To ensure that all community members have equal access to healthy foods, education, green spaces, and medical services
 - **Policy LU-13.3: Public Assistance Collaboration:** The City shall support non-profit organizations and public agencies which provide assistance to the homeless and access to healthcare, rental assistance and food assistance, and other poverty alleviating programs and services.

Mobility Element

- **Policy MOB - 2.2: Transportation Demand Management:** The City shall support programs to reduce vehicle trips, including measures such as reduced parking requirements that aim to increase transit use, car-pooling, bicycling and walking.

The Project supports the aforementioned goals and policies contained within the City's 2040 General Plan Land Use element. In alignment with Goal LU-13 of the City's Land Use Element, the City aims to ensure equal access to essential services for all community members, including the provision of medical services. Policy LU-13.3 emphasizes collaboration with non-profit organizations and public agencies providing assistance to vulnerable populations, including access to healthcare.

The expansion of this treatment facility represents a crucial step towards fulfilling these objectives, including improved access to healthcare for an underserved population, collaboration with non-profit organizations and the promotion of healthy living by addressing the root causes of substance abuse and addiction. Through evidence-based treatment, preventative education, and community outreach initiatives, the additional capacity created at this facility will play a pivotal role in mitigating the negative impact of opioid misuse on public health, while facilitating improvements to the site that will have a lasting benefit to the area. As such, Staff finds the Project consistent with the General Plan.

As such, Staff finds the Project consistent with the General Plan.

Zoning. The Project site is zoned General Urban (GU) within Downtown Zoning Code (DZC). The GU zoning district is intended for mixed-use and residential urban fabric. It has a wide range of building types: single, side yard, and rowhouse. The Project includes accessory development, and incorporates landscaping and tree planting, consistent with the vision of the GU zoning district.

As discussed throughout the Staff Analysis Section of the Staff Report, the DZC contains extensive design and development standards. To allow for flexibility from the extensive standards, the DZC allows for projects to seek 'exceptions' from certain requirements. As noted in Tables 3 & 4 of the Staff Report, the exceptions requested can be supported by Staff. See Findings related to the requested exceptions below.

Based on the aforementioned, and information contained in the Staff Report, Staff finds the Project consistent with the intent of the DZC.

2. **Design: The design of the proposed project is consistent with the architectural standards of this code and compatible with the character of the neighborhood; will maintain the community's character, provide for harmonious and orderly**

development, and create a desirable environment for the occupants, neighbors, and visiting public; includes the appropriate use of materials, texture, and color, which will remain aesthetically appealing and appropriately maintained; and the location and orientation of windows, doorways, and outdoor use areas reduce the potential for heat, glare, noise, or other disturbance from on-site or off-site sources. The neighborhood compatibility part of this finding does not apply if it would render the project inconsistent with the architectural requirements of the zoning district in which the project is located.

The proposed Project would allow for the installation of nine (9) interconnected single-story prefabricated modular structures (totaling ±1,440 square feet) to serve as accessory medical offices for use by the existing health service provider(s) for a period of no more than five (5) years upon occupancy. The final proposed Project incorporates significant Staff input and recommendations by the DRB to incorporate a high-quality landscape and pedestrian improvements to the off-street parking area that will aid in enhancing a corner parcel by removing prohibited fencing and installing landscaping compliant with the DZC.

The Project is consistent with all DZC architectural and design standards, with the granting of exceptions which can be supported through the procedures contained within the DZC. These exceptions are based on the considerations that the Site Development Permit includes a Condition of Approval that the proposed semi-permanent accessory structure be removed after five years of occupancy. Given the Applicant's limited ability to alter the structure due to the lease allowances and associated inspection certifications, the permanent improvements facilitated by the Applicant to align the subject property with the DZC, and the semi-permanent nature of the structure, this exception can be supported.

While the semi-permanent structures themselves are not compatible with the design considerations of the DZC, the lasting improvements to the parcel allow the project to be compatible with the existing surrounding commercial and institutional uses within this Downtown neighborhood creating a more desirable environment for the occupants, neighbors, and visiting public.

3. **Siting: The siting of the structure(s) on the parcel is compatible with the siting of other structures in the immediate neighborhood. This finding does not apply if the resulting setbacks are inconsistent with the requirements of the zoning district in which the parcel is located.**

The Project site is bounded by East Smith Street, Mason Street and East Standley Street in downtown Ukiah. The proposed structure can be utilized for a period of no more than five (5) years upon occupancy and meets all of the required setbacks for accessory structures per Table 7 of the DZC. The siting of structure is compatible with these requirements.

4. **Ingress, Egress, Circulation, Parking: The project provides adequate ingress, egress, parking for vehicles and bicycles, and internal circulation for vehicles, bicycles, pedestrians, and delivery vehicles designed to promote safety and convenience and to conform to City standards and will not create potential traffic, pedestrian, or bicycle hazards or a distraction for motorists. Low impact development (LID) design has been incorporated into the project where feasible.**

The subject property utilizes driveways from both East Smith street and Mason streets to maintain access, as well as a drop off and loading along East Standley Street. As noted in the Staff Report, the Applicant also maintains a shared-ride program as a component

of their operations. The Project will create a gate and path of travel to the adjacent municipal parking lot, as well as install required bicycle parking, allowing for increased connectivity. The parking lot area itself is impacted by an opening to Gibson Creek, but the Applicant intends to maintain a historically utilized parking and circulation pattern. By incorporating landscaping into the site design strategy, the property features more appropriate natural and engineered infiltration and storage techniques to control storm water where it is generated. Lastly, as discussed further in the Environmental Documentation section of the Staff Report, the Project meets the screening criteria for 'small projects' in the City's adopted thresholds for Vehicle Miles Traveled (VMT), resulting in a less than significant impact to traffic.

- 5. Landscaping: The landscaping for the project provides opportunities for shading west and south facing windows and outdoor use areas, utilizes native and drought tolerant species, is in keeping with the character and design of the project, and consistent with requirements of this code and City standards.**

As documented in Attachment 3, the landscaping plan for the Project includes parking lot and perimeter landscaping, and street trees along multiple frontages that will provide opportunities for shading along the west and south. The landscaping provided incorporates drought tolerant and native plants that are included on the species lists within the DZC, as well as all other landscaping requirements contained within the code. Additionally, the Project preserves existing trees, and has notably improved the property since commencing the lease, particularly landscaping along Standley Street.

- 6. Resource Protection: The proposed project will not excessively damage or destroy resources or natural features, including cultural and historic resources, trees, shrubs, creeks, and the natural grade of the site.**

The parking lot area associated with the Project features an undergrounded segment of Gibson Creek. Per Ukiah City Code (UCC) §9230.8, Gibson Creek provides riparian and aquatic habitat that supports a variety of insects, amphibians, fish, and animals and serves as a water source and migration corridor for wildlife. As conveyed by the Downtown Zoning Code (DZC), any future development surrounding Gibson Creek shall consider daylighting, re-establishing and providing public access to the creek corridor.

Presently, in areas on the subject property where Gibson Creek is visible or accessible, it is fenced to prevent entry or trespass. As conveyed, development of the Gibson Creek corridor should be designed to balance vehicular, bike, and pedestrian circulation with the community's desire to enhance and preserve the creek and its riparian and aquatic habitat, and associated wildlife.

The proposed modular structure does not require substantial ground disturbance and the proposed development does not prevent the daylighting of Gibson Creek in future years. All existing trees are to remain, as the proposal will utilize an existing parking lot area and outdoor storage area.

- 7. Health, Safety, Welfare: The proposed project would not be detrimental to the public health, safety, or welfare; is not materially injurious to the properties or improvements in the immediate vicinity; and will not tend to cause the surrounding area to depreciate materially in appearance or value or otherwise discourage occupancy, investment, or orderly development in the area.**

Project referrals were sent to the following responsible or trustee agencies with interest or jurisdiction over the Project. These entities reviewed the Project for health and safety

concerns, and comments received have been included into the Conditions of Approval (Attachment 2) for the Project, as appropriate. Given the nature of the request, there were minimal comments received.

As noted above, the Project includes redevelopment of an existing publicly owned property within the Downtown area that is compatible with surrounding uses, including several commercial/retail businesses. Additionally, the Project would include landscaping improvements that would enhance the visual character of the site. Lastly, the proposed Project includes a Condition of Approval to remove the proposed structure after a period of no more than five (5) years upon occupancy. As such, the Project will not cause the surrounding area to depreciate materially in appearance or value or otherwise discourage occupancy, investment, or orderly development in the area.

Exception Findings

As noted in Tables 3 and 4 of the Staff Report, dated May 22, 2024, the Major Site Development Permit requests multiple minor and major exceptions from the Downtown Zoning Code. Findings to grant exceptions in the Downtown Zoning Code are as follows per Table 29:

1. The request is consistent with the intent of this code and the Ukiah General Plan.

The proposed Project incorporates significant Staff input and recommendations by the DRB to incorporate high-quality landscape improvements to a local parking lot that will aid in enhancing a corner parcel for future users, while not prohibiting the daylighting of Gibson Creek, which bifurcates the property, ensuring that the request does not conflict with the General Plan or the DZC.

2. The project is compatible with the neighborhood and design intent of this code.

The proposed Project would be compatible with the neighborhood, as it would redevelop an existing commercial parking lot enveloped with prohibited fencing with new landscaping and trees. The landscaping and property upkeep facilitated by the Applicant ensure that the project is compatible with the neighborhood, which is devoid of any residential uses. While the semi-permanent structures themselves are not compatible, the lasting improvements to the parcel allow the Project to be compatible with the existing surrounding commercial and institutional uses within this Downtown area, thereby creating a more desirable environment for the occupants, neighbors, and visiting public.

3. The project provides appropriate connections, transitions, and relationships between buildings and the street, adjacent properties and one another.

The Project site is a corner lot that proposes an accessory building away from the frontage line(s). The Applicant will facilitate landscaping to improve the relationship between the property and the surrounding streetscape. Additionally, the Applicant will facilitate connections to the adjacent municipal parking lot to increase connectivity to leased municipal parking spaces.

4. The project provides adequate and appropriate pedestrian facilities and connections.

The Project includes landscape improvements, including pedestrian entrances to the adjacent municipal parking lot.

5. The project would not impair the desirability of investment, employment, or residence in the neighborhood.

The Project would redevelop an existing commercial lot and would include new construction, landscaping and pedestrian improvements that would enhance the visual character of the site. There are no development components of the Project that would impair the desirability of investment, employment, or residence in the neighborhood.

6. The project is not detrimental to the public's health, safety and general welfare.

Project referrals were sent to the following responsible or trustee agencies with interest or jurisdiction over the Project. These entities reviewed the Project for health and safety concerns, and comments received have been included into the Conditions of Approval (Attachment 2) for the Project, as appropriate. As noted throughout the Staff Report and the findings to approve a Site Development Permit, the Project includes construction of a semi-permanent facility on an existing commercial lot, would not result in excessive noise, traffic, or the use of hazardous substances, and meets all codes and requirements related to health and safety. As such, the Project would not be detrimental to the public's health, safety and general welfare.

7. Special circumstances or conditions apply to the site, building, improvement or use, such as the preservation of natural resources (creek, tree preservation), providing enhanced pedestrian facilities or enhanced outdoor areas (outdoor seating, enhanced landscaped areas).

Special circumstances apply, as the parking lot area associated with the project features an undergrounded segment of Gibson Creek. Per Ukiah City Code (UCC) §9230.8, Gibson Creek provides riparian and aquatic habitat that supports a variety of insects, amphibians, fish, and animals and serves as a water source and migration corridor for wildlife. As conveyed by the Downtown Zoning Code (DZC), any future development surrounding Gibson Creek shall consider daylighting, re-establishing and providing public access to the creek corridor. The requested modifications to the off-street parking area do not prevent this action from occurring in the future. In fact, it can be argued that the placement of a semi-permanent facility is desirable, as more permanent installation may hinder or restrict daylighting opportunities.

CEQA Findings

The proposed Project is categorically exempt from the provisions of CEQA pursuant to CEQA Article 19 §15303(c), Class 3, New Construction or Conversion of Small Structures, which consists of the construction, location and conversion of limited numbers of new, small facilities or structures and Article 19 §15304(b), Class 4, Minor Alterations to Land, which consists of new gardening or landscaping, including the replacement of existing conventional landscaping with water-efficient or fire-resistant landscaping, including walls, fences, walkways, irrigation systems, and similar features, as well as plant materials. The Class 3 exemption applies to commercial office structures, such as the one proposed, up to 2,500 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances and all necessary public services and facilities are available.

Furthermore, the Project qualifies for the aforementioned CEQA exemptions for the following reasons:

- The Project site is zoned General Urban (GU), which allows for medical offices to be located within this zoning district by-right.
- The Project would comply with all applicable air quality regulations and would not involve the use of significant amounts of hazardous materials.

- All public services and utilities are available to the site and the Project will be reviewed by applicable City departments and agencies as required..

Lastly, the Project meets the screening criteria for 'small projects' in the City's adopted thresholds for Vehicle Miles Traveled (VMT), resulting in a less than significant impact to traffic and no further analysis is required. As a part of the General Plan Environmental Impact Report (EIR), the City identified that the following projects are expected to result in less than significant impacts: small projects that meet existing categorical CEQA exemptions (such as the proposed Project), residential uses, employment uses in areas with a diverse mix of land uses, local serving retail, projects in proximity to a major transit stop, transportation projects, and all residential projects. For more information, please refer to Section 4.11, Transportation, and Appendix D of the City's General Plan Environmental Impact Report, which may be accessed online at: https://ukiah2040.com/images/docs/Ukiah_2040_Compiled_Appendices.pdf

Public Notice

Notice of the Public Hearing was provided in the following manner, in accordance with UCC §9231.3, 9263 and 9264:

- Published in the Ukiah Daily Journal on May 12, 2024;
- Posted on the Project site on May 10, 2024;
- Posted at the Civic Center (glass case) 72 hours prior to the public hearing; and
- Mailed to property owners within 300 feet of the Project parcels, as well as emailed to public agencies having jurisdiction on May 11, 2024.

**DRAFT CONDITIONS OF APPROVAL
MAJOR SITE DEVELOPMENT PERMIT
FOR INSTALLATION OF A SEMI-PERMANENT
ACCESSORY MEDICAL OFFICE STRUCTURE
280 E STANDLEY STREET; APN 002-192-14; FILE NO. 24-0130**

The following Conditions of Approval shall be made a permanent part of the Site Development Permit, shall remain in force regardless of property ownership, and shall be implemented in order for this entitlement to remain valid.

Approved Project Description: The Applicant requests a Major Site Development Permit to allow for the installation of nine (9) interconnected single-story prefabricated modular structures (totaling ±1,440 square feet) to serve as accessory medical offices for use by the existing health service provider(s) for a period of no more than five (5) years upon occupancy at 280 E Standley Street; APN 002-192-14; File No. 24-0130 , as described in the application materials and Staff Report dated May 22, 2024.

CITY OF UKIAH SPECIAL CONDITIONS

1. Upon occupancy of the proposed accessory structure, the Applicant shall be allowed to utilize it for a period of five (5) years. After five (5) years, the Applicant shall remove the structure from the parcel, as well as any related improvements or infrastructure. The property shall be restored to a condition satisfactory to the City of Ukiah.
2. A Final Landscaping Plan shall be submitted prior to issuance of any Utility or Building Permit, in accordance with all applicable City codes. All landscaping shall be irrigated and maintained to a satisfactory condition throughout the life of the project.
3. A Final Striping Plan for the modified parking lot shall be submitted prior to issuance of any Utility or Building Permit, in accordance with all applicable City codes. All striping shall be maintained to a satisfactory condition throughout the life of the project and comply with the size requirements of Table 16 of the Downtown Zoning Code.
4. The Applicant shall purchase twenty parking permits from the City of Ukiah and abide by all associated regulations.
5. As necessary, the City and the Applicant shall amend the associated lease to reflect the requirements of the Downtown Zoning Code and the Conditions of Approval conveyed with this request.

CITY OF UKIAH STANDARD CONDITIONS

6. This approval is not effective until the 10-day appeal period applicable to this Planning permit has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply with any modifications, conditions, or requirements that were imposed as part of the appeal.
7. All use, construction and the location thereof, or occupancy, shall conform to the application and to any supporting documents submitted therewith, including any maps, sketches, or plot plans accompanying the application or submitted by applicant in support thereof.
8. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of

the Planning Commission such standards shall be met.

9. Building permits shall be issued within two years after the effective date of the Planning Permit or same shall be null and void.
10. In addition to any particular condition which might be imposed; any construction shall comply with all building, fire, electric, plumbing, occupancy, and structural laws, rules, regulations, and ordinances in effect at the time the Building Permit is approved and issued.
11. The Applicant shall obtain all required Sign Permits, in compliance with Division 3, Chapter 7, Signs, of the UCC. Prior to the placement/installation of any sign(s), the applicant shall make application for and receive approval of a sign permit. Any signage shall be in substantial conformance with the Airport Industrial Park Planned Development Ordinance design and development standards.
12. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.
13. All fees associated with the project planning permits and approvals shall be paid in full prior to occupancy.
14. As outlined in Article 20, Administration and Procedures, of the Zoning Code this planning permit may be revoked through the City's revocation process if the approved project related to this Permit is not being conducted in compliance with these stipulations and conditions of approval; or if the project is not established within two years of the effective date of this approval; or if the established use for which the permit was granted has ceased or has been suspended for 24 consecutive months.
15. In accordance with Public Resource Code 21082, in the event that prehistoric archaeological features such as a concentration of flaked stone artifacts, or culturally modified soil (midden) or dietary shell are encountered at any time during preparatory grading or underground excavation to remove existing structures, all work should be halted in the vicinity of the discovery. A qualified archaeologist should be contacted immediately to make an evaluation and determine if the discovered material represents a definite cultural resource. If it is determined that a potentially significant feature has been revealed, a temporary suspension of earth disturbing activities should be enforced until an appropriate mitigation program can be developed and implemented to satisfy the Planning Division. An archaeological monitor shall observe all further work during construction activities that are located within or near an archaeological site area, and formal tribal consultation may be required.

BUILDING DIVISION AND UKIAH VALLEY FIRE AUTHORITY - STANDARD CONDITIONS

16. The design and construction of all site alterations shall comply with the 2022 California Building Code, 2022 Plumbing Code, 2022 Electrical Code, 2022 California Mechanical Code, 2022 California Fire Code, 2022 California Energy Code, 2022 Title 24 California Energy Efficiency Standards, 2022 California Green Building Standards Code and City of Ukiah Ordinances and Amendments.

ELECTRIC UTILITY DEPARTMENT - STANDARD CONDITIONS

17. This property will be served from Underground power lines. Developer is to provide EUSERC approved electrical equipment compatible with the City of Ukiah's EUSERC Acceptability Chart before the panel can be used on this project.
18. All future site improvements shall be submitted to the Electric Utility Department for review and comment. At that time, specific service requirements, service Voltage and developer costs and

requirements will be determined.

19. Developer/customer shall incur all costs of this future project to include (labor, materials, equipment and future services).
20. There shall be an easement provided to the EUD for any Primary or Secondary lines that transverse through the property. Or around any City owned Electric equipment.

DEPARTMENT OF PUBLIC WORKS - STANDARD CONDITIONS

21. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.
22. Standard street tree requirements include street trees spaced approximately every 30 feet along the public street, within tree wells where feasible, otherwise within 5 feet of the back of sidewalk. Street trees shall be installed in accordance with City Standard Drawing No 601. Tree types shall be approved by the City Engineer. These trees must be irrigated for the first five years to be established and healthy. Irrigation chases for the water of the trees will be allowed to be installed under the sidewalk.

MENDOCINO COUNTY AIR QUALITY MANAGEMENT DISTRICT - STANDARD CONDITIONS

23. Stationary and Portable Equipment and Mobile Vehicles:
 - a. Any stationary onsite diesel IC engines 50 horsepower or greater (i.e. large power generators or pumps) or any propane or natural gas engines 250 horsepower or greater may require a permit from the District.
 - b. Portable diesel-powered equipment that may be used during the proposed project are required to be registered with the state Portable Equipment Registration Program (PERP) or obtain permits from the District.
 - c. Projects located adjacent to sensitive receptors (schools, child care facilities, health care facilities, senior facilities, businesses, and residences, etc.) during the construction phase of this project have the potential for exposure to diesel particulate.
 - d. Heavy duty truck idling and off-road diesel equipment or other diesel engine idling is limited to less than 5 minutes.
24. Asbestos Survey. Demolition of all commercial buildings are subject to the requirements of MCAQMD Regulation 1, Rule 492, National Emission Standards for Hazardous Air Pollutants (NESHAPS) for Asbestos. Prior to receiving a demolition permit from the City, the applicant shall:
 - a. Have an Asbestos Survey completed by a licensed Asbestos contractor for the presence of asbestos containing materials;
 - b. Submit a completed Asbestos Demolition/Renovation form, all test results and applicable notification fees to the District at least 10 days prior to beginning the Project;
 - c. Have asbestos containing materials abated by a licensed abatement contractor prior to beginning and demolition or renovation activities, if applicable; and
 - d. Obtain written authorization from MCAQMD indicating that all requirements have been met prior to receiving the demolition permit.
 - e. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours.
 - f. The operator shall keep a daily log of activities to control fugitive dust.



Community Development Department
 Planning Division
 300 Seminary Ave., Ukiah CA 95482
 Email: planning@cityofukiah.com
 Web: www.cityofukiah.com
 Phone: (707) 463 -6268
 Fax: (707) 463-6204

Planning Permit Application

Application Number:
 CID Number:
 Date Received (place CDD stamp below):

PROJECT NAME: New Life Clinic Expansion - New Modular Building					
PROJECT ADDRESS/CROSS STREETS: 280 East Standley St			Assessor Parcel NUMBER(S): 002-192-14		
APPLICANT/AUTHORIZED AGENT NAME: Theresa Maurer		PHONE No: 619.929.3963	E-MAIL ADDRESS: tmaurer@lpadesignstudios.com		
APPLICANT/AUTHORIZED AGENT ADDRESS: 2765 Truxtun Rd			CITY: Theresa Maurer		STATE/ZIP: CA
PROPERTY OWNER IF OTHER THAN APPLICANT/AGENT: City of Ukiah		PHONE No: CA	FAX No:	E-MAIL ADDRESS:	
PROPERTY OWNER ADDRESS IF OTHER THAN APPLICANT 300 Seminary Ave.			CITY: Ukiah		STATE/ZIP: CA 95482
☐ AIRPORT LAND USE COMM. DETERMINATION REFERRAL 100.0800.611.003	\$	☐ REZONING – PLANNED DISTRICT 100.0800.611.001	\$	☐ USE PERMIT – AMENDMENT 100.0400.449.001	\$
☐ ANNEXATION 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT – AMENDMENT 100.0400.449.001	\$	☐ USE PERMIT – MAJOR 100.0400.449.001	\$
☐ APPEAL 100.0400.449.001	\$	☒ SITE DEVELOPMENT PERMIT – MAJOR 100.0400.449.001	\$	☐ USE PERMIT – MINOR 100.0400.449.001	\$
☐ GENERAL PLAN AMENDMENT 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT – MINOR 100.0400.449.001	\$	☐ VARIANCE – MAJOR OR MINOR 100.0400.449.001	\$
☐ MURAL PERMIT 100.0400.449.001	\$	☐ SPECIFIC/MASTER PLAN 100.0800.611.003	\$	☐ DETERMINATION OF APPROPRIATE USE- "DIRECTOR'S DETERMINATION"	\$
☐ PRE-DEVELOPMENT MEETING 100.0800.611.003	\$	☐ MINOR SUBDIVISION/TENTATIVE PARCEL MAP (4 OR FEWER LOTS) 100.0800.610.001	\$	☐ ZONING AMENDMENT MAP OR TEXT 100.0800.611.001	\$
☐ STAFF RESEARCH (MORE THAN 1 HOUR) 10023100.41153	\$	☐ MAJOR SUBDIVISION/TENTATIVE SUBDIVISION MAP (5 OR MORE LOTS) 100.0800.610.001	\$	☐ REZONING 100.0800.611.001	\$
☐ LOT LINE ADJUSTMENT OR MERGER 100.0800.610.001	\$	☐ TELECOMMUNICATIONS ADMINISTRATIVE REVIEW PERMIT(1-15 LOCATIONS)	\$	☐ OTHER	\$

NOTE: OTHER PLANNING PERMIT FEES WILL INCLUDE COUNTY RECORDER FEES AND CALIFORNIA ENVIRONMENTAL QUALITY ACT FILING FEES. TYPICALLY, THESE ARE DUE PRIOR TO HEARING OF THE PROJECT. FOR INITIAL STUDIES AND ENVIRONMENTAL IMPACT REPORTS, FEES WILL BE DUE AT THE TIME OF APPLICATION.

To Be Completed by Staff

General Plan Designation: Downtown Core (DC)	Zoning District: General Urban	Airport Land Use Designation: Zone 6
City's Architectural & Historic Inventory: ☐ YES ☒ NO	Age of Building (if proposing demolition): N/A	Flood Designation: FEMA Floodway
Notes:		

Project Description

Please attach a written project description including summary of work (both interior and exterior for construction and operation) and/or business proposed. The purpose of the project description is to assist Staff in understanding the project. The project description will also be included in the Staff Report required to review (and ultimately approve or deny) the planning permit. Providing complete information will help expedite the project review process and in determining what additional information, if any, related to the project and required environmental review is required.

Environmental Review and Reports

Please be aware that projects are required to comply with the California Environmental Quality Act (CEQA). Projects will be reviewed by Staff for compliance with CEQA and Staff will determine the appropriate CEQA document to prepare for the project (exemption, negative declaration, etc.). In order to make this determination, specific reports (traffic, arborist, soils, etc.) and or additional information may be required.

Use Information (Not applicable to Telecommunication Administrative Review Permits)

Please provide the following information related to the use of the site and building:

Description of Building & Site			
Parcel Size:	Building Size: Existing building = 5,686 SF Modular = 1,440 SF	Number of Floors: 1	
Use of Building (check all that apply)	Description	Square Footage	Number of Units/Suites
☐ Office (business/professional)			
☒ Office (medical/dental)	Existing building as medical facility with exams and counseling offices	Existing building = 5,686 SF Modular = 1,440 SF	Modular Building is comprised of 9 units
☐ Retail			
☐ Light Industrial			
☐ Residential			
☐ Other:			
Operating Characteristics			
Days and Hours of Operation: M-F 6:00am - 2:00pm; Sat & Sun 6:00am - 1:00pm			
Number of Shifts: 1	Days and Hours of Shifts: As noted above		
Number of Employees/Shift: Varies			
Loading Facilities: ☐ Yes ☒ No	Type/Vehicle Size: NA		
Deliveries: ☒ Yes ☐ No	Type: Typical Medical Supplies	Number (day/week/month): As needed	Time(s) of Day: As needed
Outdoor areas associated with use? (check all that apply) ☐ Yes ☒ No	Sales area: ☐ Yes ☒ No Square Footage:	Unloading of deliveries: ☐ Yes ☒ No Square Footage:	Storage: ☐ Yes ☒ No Square Footage:
Noise Generating Use? ☐ Yes ☒ No		Description:	

AUTHORIZED AGENT

I, Robert Kershner, owner authorize Daniel Grassi
to act on my behalf for this project and I have read and agree with all of the above. (Application must be signed by owner).

Robert L Kershner

January 25th, 2024

PROPERTY OWNER SIGNATURE

DATE

I, Robert L Kershner, am the ☐ owner / ☒ authorized agent of the property for which the development is proposed. The above information and attached documents are true and accurate to the best of my knowledge.

I have read and agree with all of the above.

I hereby authorize employees of the City of Ukiah, the City's authorized agents, and persons with review or decision making authority for the project to enter upon the subject property, as necessary, to inspect the premises, post notices, and process this application.

I understand that conditions of approval may be placed on my project by the city of Ukiah and it is my responsibility to fully understand the conditions and ask questions about them before action is taken on my planning permit.

Robert L Kershner

January 25th, 2024

☐ OWNER / ☐ AUTHORIZED AGENT

DATE

INDEMNIFICATION AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, and hold harmless the City of Ukiah, its agents, officers, council members, employees, boards, commissions or Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul any approval of the application or related decision, or the adoption or certification of any environmental documents or negative declaration which relates to its approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of it or in connection with the approval of the application or related decision, whether or not there is concurrent, passive, or active negligence on the part of the City, its agents, officers, council members, employees, boards, commissions of Council. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The City of Ukiah shall have the right to appear and defend its interests in any action through its City Attorney or outside counsel. The applicant shall not be required to reimburse the City for attorney's fees incurred by the City Attorney of the City's outside counsel if the City chooses to appear and defend itself in the litigation.

I have read and agree to all of the above.

Robert Kershner

☐ PROPERTY OWNER / ☐ AUTHORIZED AGENT

(PLEASE PRINT NAME)

Robert L Kershner

January 25th, 2024

☐ PROPERTY OWNER / ☐ AUTHORIZED AGENT

DATE

(SIGNATURE)

Revised 09/03/2019

Ukiah City
Perkins Addition Lots 1 thru 7 Bk.3 Pg.376 Ds.
Hospital Drive Medical Plaza C2 D39 P54

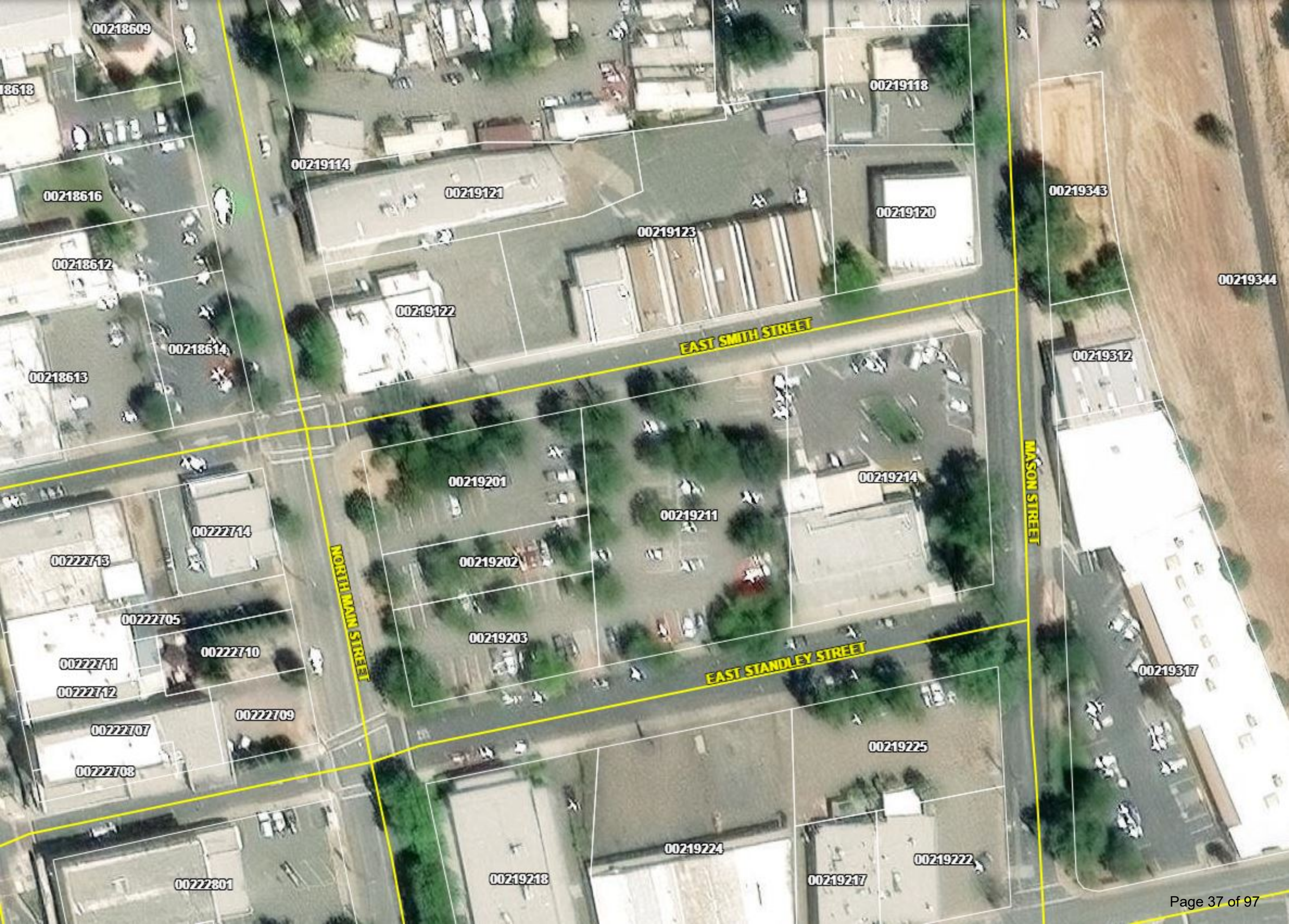
3-031
3-014

2-19



NOTE: This map was prepared for
assessment purposes only. No liability
is assumed for the data delineated
hereon.

Assessor's Map
County of Mendocino, Calif.
March, 1948



April 12, 2024

City of Ukiah – Planning Division
300 Seminary Ave,
Ukiah, CA 95482

Re: New Life Clinic Expansion – New Modular Building
LPA Project No. 30953

To whom it may concern:

1

47

240

50.7%

27

1:30

27%

1

7

The above numbers tell a story about the desperate need for expanded treatment of opioid use disorder in Ukiah:

1: Mendocino County is number one in the State of California when it comes to any opioid related deaths. This means we have the highest death rate of all counties in the state.

47: The number of people who died from opioid overdoses in Mendocino County in 2021.

240: The current patient census at New Life Clinic.

50.7%: The patient census at New Life Clinic grew by 50.7% in just one year between August 2022 and August 2023.

27: The current number of employees working at New Life Clinic. We have outgrown the ability to accommodate new staff in order to address the growing number of patients seeking help at our facility.

1:30: The ratio of counselors to patients that we need to operate our clinic. This means we need room for additional counselors because our patient population has grown at such a high rate.

27%: The percentage of patients at New Life Clinic who receive mental health treatment through our clinic. Our ability to combine treatment for substance use disorder, limited primary care/urgent care, and mental health treatment helps us treat the whole person when we help patients.

1: We are requesting permission to erect one modular building on the site that we currently lease from the City of Ukiah. We have partnered with WilScot, who manufactures modular units that can be connected to form a larger building. These modular units are approved at the state level and leased for a determined amount of time. The intent of this new modular building is to be used as an extension of the existing building for office space. It will provide a simple path of travel for people whose main entrance into the existing building is along Standley Street. This requires that the new modular building be located as close as possible to the existing building, with an accessible path of travel and ease of use.

7: The number of exceptions that we are requesting from the City of Ukiah in order to expand office space to serve the growing and urgent need for our life-saving services in the community. This is the most critical number in our list because it is the one that can affect all of the others. With seven exceptions, we can provide more space to accommodate staff and save lives. We can continue our efforts to lower opioid overdose deaths in our city and county, and we can continue to partner with patients in their recovery. We ask you to consider these seven exceptions in light of the 240 people who are currently receiving dignified and compassionate care at our state-of-the-art facility and in light of the number of lives lost to this epidemic. Lowering the death toll in this crisis is a community effort. We are grateful to the city for your role in allowing us to help so many people thus far through leasing the building that houses our clinic. It has had a ripple effect on many lives. It is our hope that we can increase that effect through your consideration of our requests for exceptions. You will find them in the attached narrative from our architect.

Sincerely,

OneTogether Solutions, on behalf of New Life Health Authority

Narrative on the Proposed Scope of Work for the New Life Clinic Expansion – New Modular Building – *Post DRB updates*

The existing New Life Clinic is operated by OneTogether Solutions on behalf of New Life Health Authority and is located in an existing city-owned building at 280 E. Standley St, Ukiah, CA, 95482. The existing clinic is currently functioning as a state-of-the-art comprehensive substance abuse disorder treatment center with a mission to inspire hope and save lives – healing individuals, families, and communities along the way. The use of these temporary modular units will allow the New Life Clinic to expand their counseling services to better serve the number of existing and new patients. At the end of OneTogether Solutions lease, the modular units will be removed and send back to WilScot. The site and landscaping upgrades will remain. The existing clinic is comprised of doctors' offices, exam rooms, group and individual counseling rooms, administrative and support rooms.

In reviewing the City of Ukiah's Downtown Zoning Code (DZC), per Table 27 (Site Development Permit Procedures), it notes that if the project seeks more than two (2) 'minor' exceptions or a 'major' exception, Planning Commission review is required.

Below is a list of the minor and major exceptions based on the DZC and the site being located in the GU General Urban zoning district.

Per Table 4: Site Development Standards

1. In the GU zoning district, the building types that are allowed are Courtyard, Rear Yard, and side Yard with the modification to standard of a **Major Exception**.

Per Table 5 Building Types & Table 6 Principal Building Standards

1. 9225.5 Building Setbacks: **Major Exception**

Modular building is shown to be located 10'-0" from the existing building due to path of travel for clients to the counseling rooms. This property is considered a Double Frontage Lot.

Building Siting (Setbacks) Requirements:

- Front: 10' max: Smith and Standley frontages
- Side: 10' max: Mason St frontage (proposed building location exceeds this max setback)
- Rear: No rear setback for double frontage lots

Per Table 6: Principal Building Standards

1. Building Height: **Major Exception**

New buildings are required to be a minimum/maximum of 2 stories. Proposed building is a single-story modular building that includes the necessary size and layout of the spaces OTS requires for their additional needs without having to add a second floor and two sets of stairs, in addition to ramps to access the first floor.

2. Number of Buildings: **Minor Exception**

In the GU zoning district, the number of principal buildings is one (1) with more than one (1) building on the lot being a modification to the standard. The proposed modular building cannot be considered an accessory building.

Per Table 9: Development Standards for all Land Uses

1. Fencing:

The existing lot has a chain link fence that will be noted to be removed. The chain link fence currently around the Gibson Creek will remain for safety concerns. Refer to site and planting drawings.

Per Table 11: Frontage Types and Storefront Standards

1. Façade Orientation: **Minor Exception**

Due to the path of travel from the existing building to access the counseling rooms in the proposed modular building, the main entrance into the modular building is being shown as directly across from the exterior exits of the existing building prior to the entering the uncovered existing parking lot.

Per Table 12: Architectural Elements and Materials

1. Existing building: No modifications as part of this proposed development

2. Materials: **Minor Exception**

Exterior Materials are provided by the modular building manufacturer as a standard and are not modifiable. Exterior material is made of metal panels – refer to 3D rendering provided in the design documents for more information and panel layout.

3. Roof of modular building:

Modular building roof is part of each unit and is flat. There is no mechanical equipment located on the roof.

Per 9230.7 Pedestrian / Bike Paths

1. The existing lot is along the Gibson Creek Corridor. There is a section of the existing parking lot that includes an area of the Gibson Creek that is comprised of a dry creek bed with plants and a chain link fence around it. The entire portion of the creek residing on the lot is separated from the neighborhood by an existing chain link fence around the entire parking lot and is inaccessible to any bike or pedestrians. No change to creek access as part of this proposed work.

Sincerely,
LPA, Inc.

Theresa Maurer
2675 Truxtun Rd.
San Diego, CA 92106

cc: Daniel Grassi (dgrassi@ots.health)



ARCHITECTURE ENGINEERING INTERIORS
LANDSCAPE ARCHITECTURE PLANNING

619-795-2555 Office

619-795-2552 Fax

LPADesign**Studios.com**

2765 Truxtun Road
San Diego, California 92106

DRAWINGS ARE FOR SITE
DEVELOPMENT PERMIT ONLY -
NOT FOR CONSTRUCTION

NEW LIFE CLINIC EXPANSION NEW MODULAR BUILDING

280 E STANDLEY ST.
UKIAH, CA 95482

Revision	Date

DRAWING FOR REFERENCE ONLY.
ADDITIONAL INFORMATION WILL
BE PROVIDED AT STATE REVIEW.

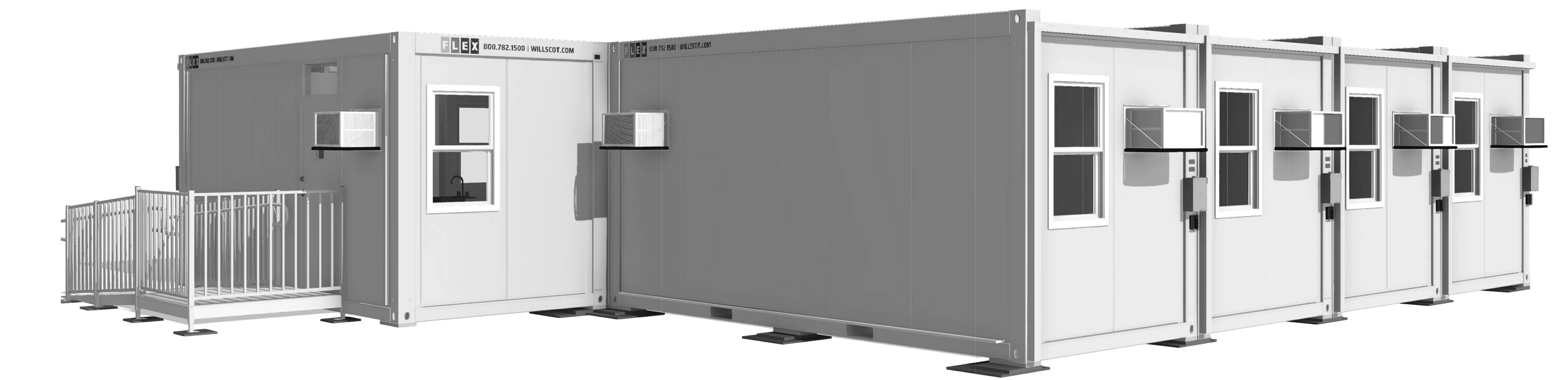
DRAWINGS ARE FOR SITE
DEVELOPMENT PERMIT ONLY -
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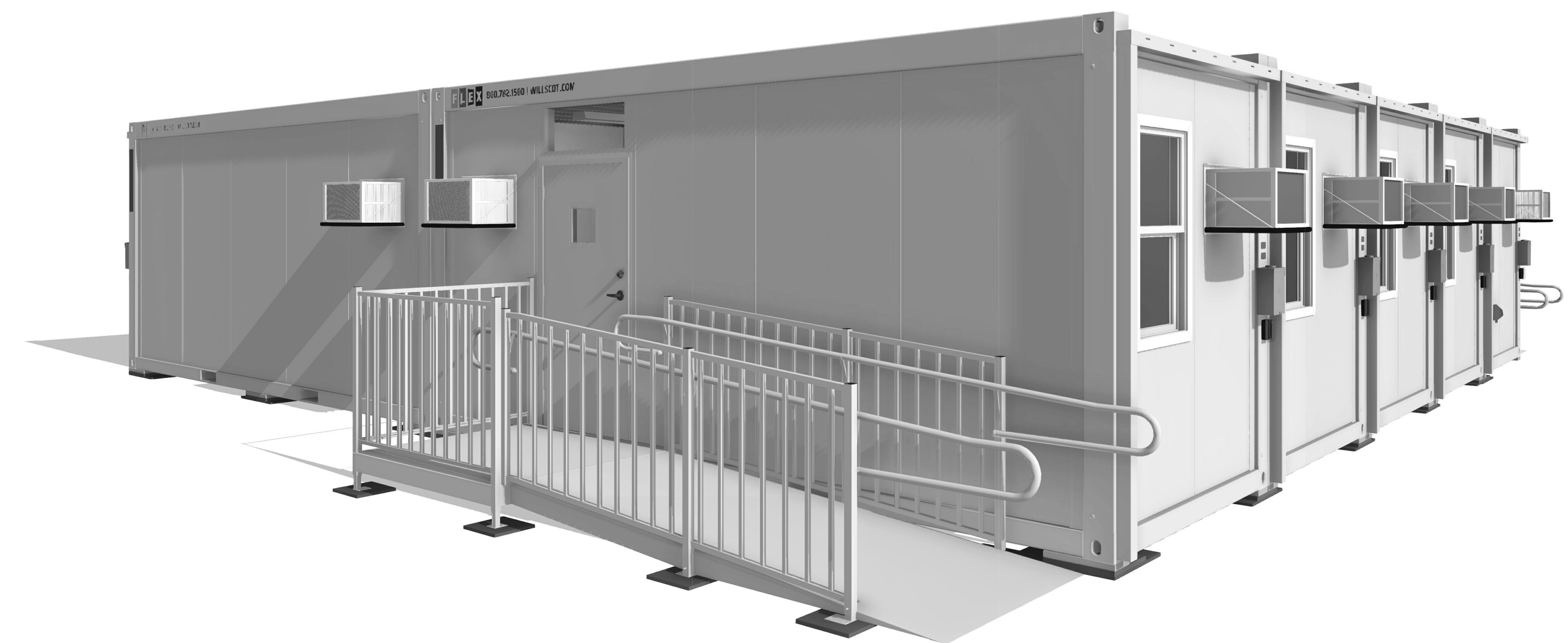
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FLEX WALL PANEL SCHEDULE - LEVEL 1		
TYPE MARK	DESCRIPTION	QTY.
	FLEX WALL PANEL - 972 - AC1	8
WP-1	FLEX WALL PANEL - 1113 - TYPICAL	16
WP-2	FLEX WALL PANEL - TELL - With STD Door_LH Swing	1
WP-4	FLEX WALL PANEL - 972 - TYPICAL	2
WP-5	FLEX WALL PANEL - 972 - AC	1
WP-7	FLEX WALL PANEL - 1113 - AC	4
WP-8	FLEX WALL PANEL - TELL - With STD Door	1
WP-19	FLEX WALL PANEL - 972 - 2740 Window Single Hung	9
Grand total: 42		

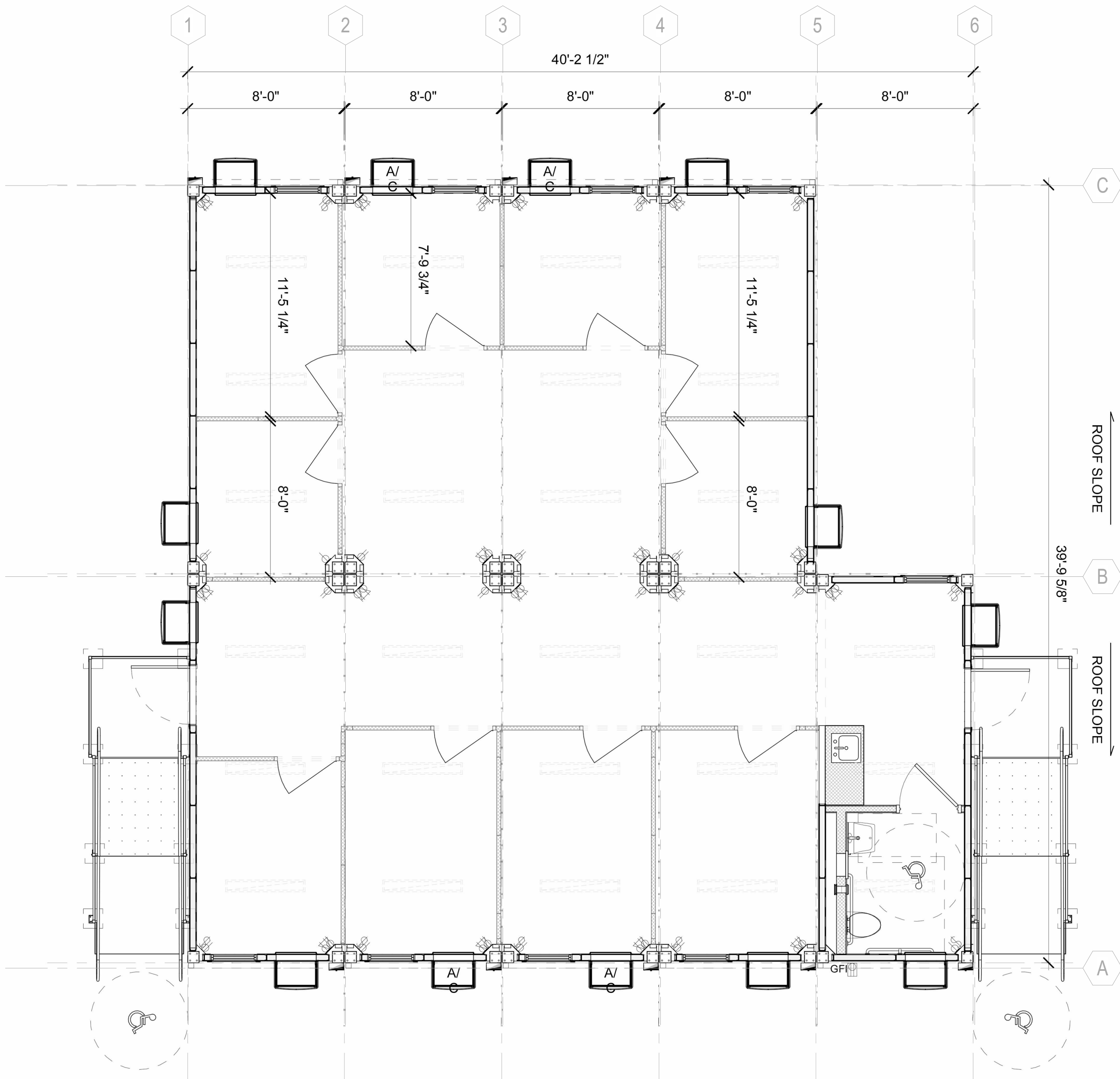
TAP WALL SCHEDULE - LEVEL 1		
TYPE MARK	DESCRIPTION	QUANTITY
T-1	EW80013	1
T-2	T CHANNEL - EW80010/EW80011	8
T-4	WC - EW80001 (WALL CHANNEL)	16
TS-1	3- EW80002 (3.5" FILLER POST)	9
TS-2	S-7 - EW91013 (7.38" SOLID PANEL)	5
TS-3	S-15 - EW91012 (15.50" SOLID PANEL)	9
TS-4	S-37 - EW91011 (37.63" SOLID PANEL)	9
TS-5	S-48 - EW91010 (47.75" SOLID PANEL)	17
TS-6	S-DOOR_RH - EW91001 (FLEX PREMIUM RH DOOR)	4
TS-7	S-DOOR_LH - EW91002 (FLEX PREMIUM LH DOOR)	6



3D VIEW 01 | NTS



3D VIEW 02 | NTS



LEVEL 1 - FLOOR PLAN

1/4" = 1'-0"

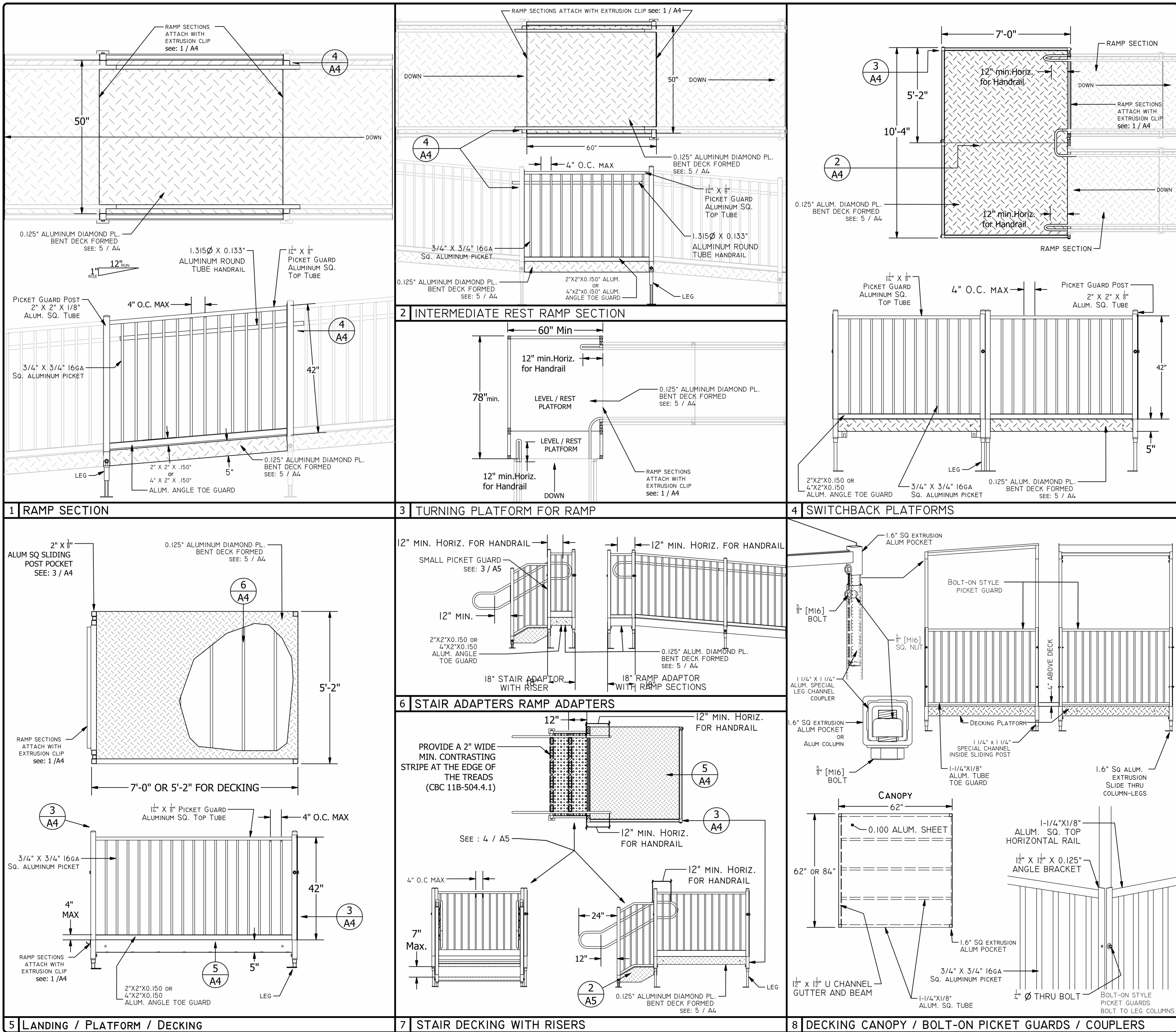
[illegible][illegible]

Job Number	30953.02
Date Published	04/30/24
Checked By	TM
Scale	1/4" = 1'-0"

DRAWINGS ARE FOR SITE
DEVELOPMENT PERMIT ONLY -
NOT FOR CONSTRUCTION

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COMPLETE ACCESS
A DIVISION OF INTEGRATED STAIR
SYSTEMS
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FAX: 360-829-2221
Lochsa
engineering
TEL: 208-342-7168

PROFESSIONAL STAMP
REGISTERED PROFESSIONAL ENGINEER
JAY MAHAR
NO. C51006
EXP. 9/30/25
01/17/2024
CIVIL
STATE OF CALIFORNIA

PROJECT TITLE / SITE ADDRESS

280 E. Standley St
Ukiah, CA 95482

SHEET TITLE

OPTIONS /
MODUALS

SHEET SIZE 22"x17" (C)

REF NO./PROJECT NO.
234165.33

DRAWN BY
Cody K.

CHECKED BY

DATE
1/15/2024

SHEET NO.
A 3.0

NEW LIFE CLINIC EXPANSION

280 E STANDLEY ST.
UKIAH, CA 95482

Developed for
ONETOGETHER SOLUTIONS, LLC

Date	
Revision	
Submittal	
PRELIMINARY SITE REVIEW	04/12/2024
Job Number	30953.02
Date Published	04/30/24
Checked By	TM
Scale	

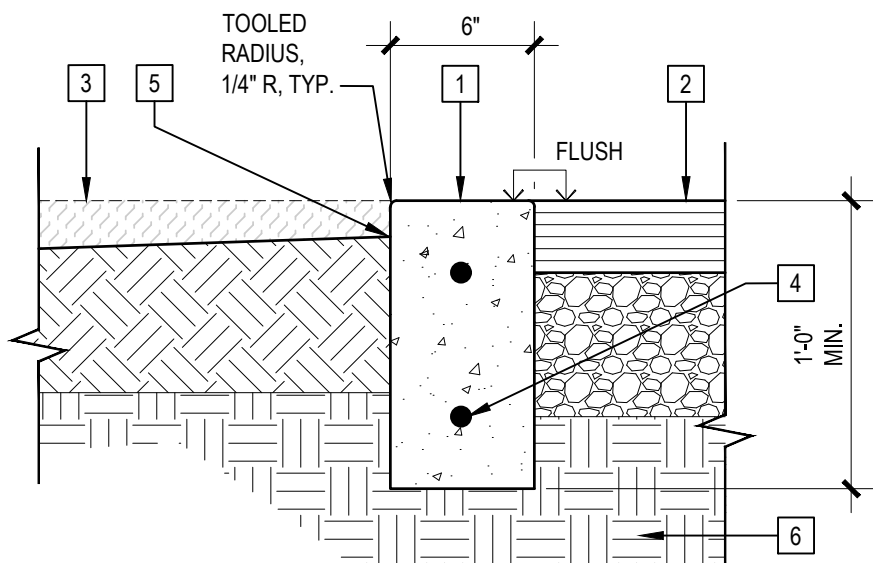
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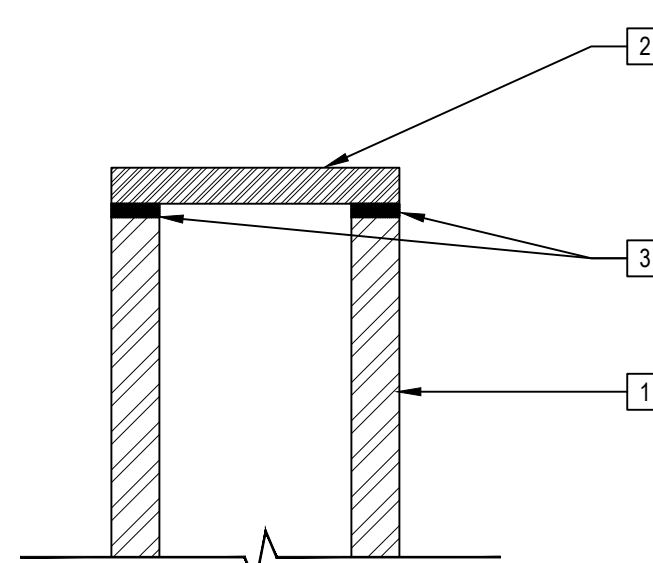
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Scale	AS SHOWN



- 1 CONCRETE FLUSH CURB; REFER TO MATERIALS PLAN FOR FINISH.
- 2 A.C. PAVING; REFER TO CIVIL DWGS.
- 3 PLANTING AREA; FINISH GRADE TOP OF BARK MULCH OR TURF.
- 4 (2) #4 CONTINUOUS HORIZONTAL REBAR.
- 5 AMENDED TOP SOIL, FIN. GRADE ADJACENT TO CONC. BAND: 1" BELOW CONC. BAND AT TURF; 1-1/2" BELOW CONC. BAND AT SHRUB AND GROUND COVER AREA.
- 6 COMPACTED SUBGRADE; REFER TO CIVIL DWGS.

- NOTES:
- PROVIDE TOOLED JOINT EVERY 10'-0" OR TO ALIGN WITH PAVING JOINTS & EXPANSION JOINT EVERY 30' & AT EVERY CHANGE IN DIRECTION
 - FOR DRAINAGE REFER TO CIVIL GRADING AND DRAINAGE PLANS

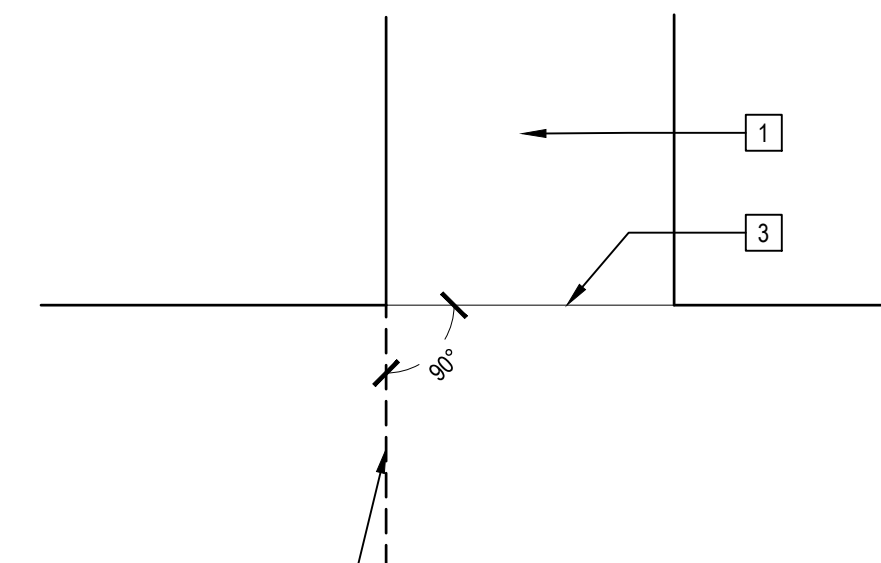
CONC. FLUSH CURB @ A.C. PAVING & PLANTING AREA 1/2" = 1'-0" 16



- 1 TUBE STEEL FENCE POST
- 2 1/4" THICK STEEL PLATE CAP
- 3 1/8" BUTT WELD; CONTINUOUS ALL SIDES

- NOTES:
- ALL COMPONENTS TO HAVE A SHOP APPLIED POLYURETHANE PAINT SYSTEM
 - LESS THAN 8'-0" ABOVE LOWEST ADJACENT GRADE ARE EXEMPT FROM WELDING SPECIAL INSPECTION.

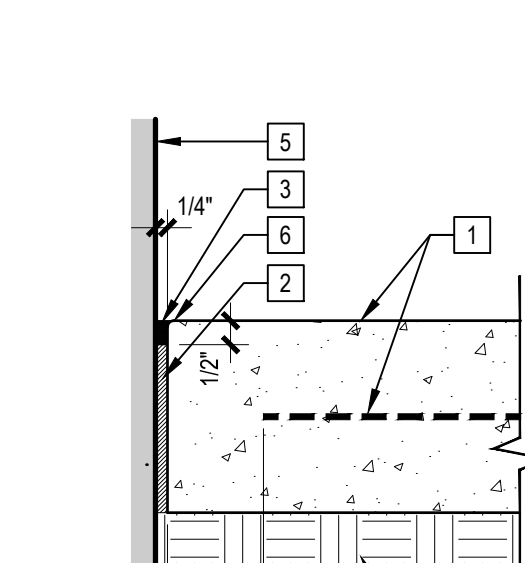
TUBE STEEL POST CAP 3/8" = 1'-0" 12



- 1 CONCRETE MOW CURB
- 2 EXPANSION JOINT TO MATCH EXISTING
- 3 SAWCUT TO MATCH EXISTING

- NOTE:
- PROVIDE EXPANSION JOINT AS SHOWN AT ALL CHANGES IN DIRECTION.

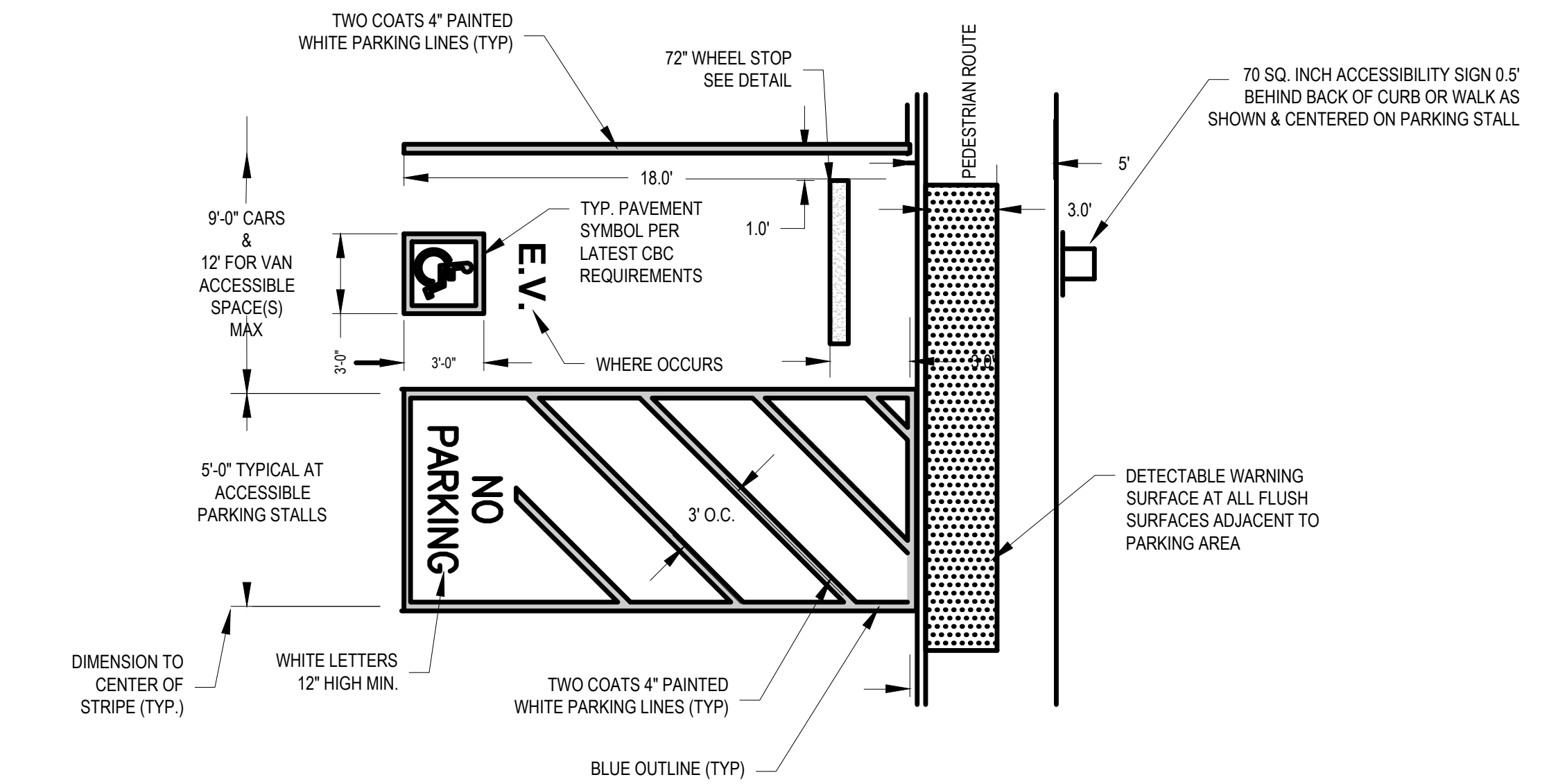
CONC. FLUSH CURB @ CORNER 3/8" = 1'-0" 08



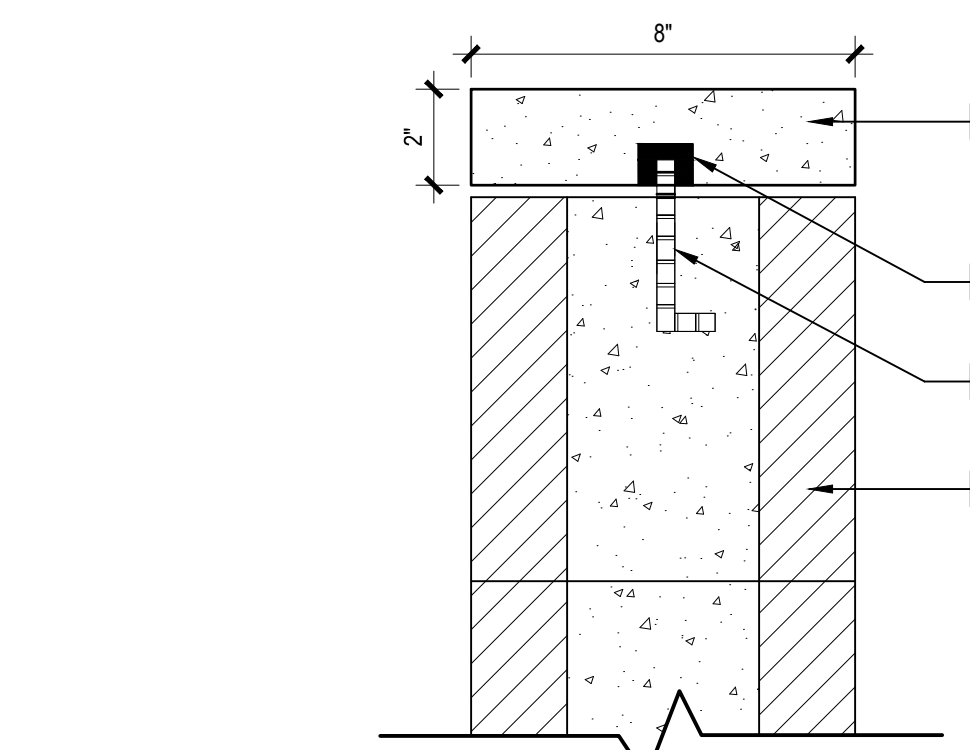
- 1 CONCRETE PAVING AND REINFORCEMENT TO MATCH EXISTING
- 2 EXPANSION JOINT FILLER; MATCH FULL DEPTH OF CONC. PAVING; REFER TO SPECS FOR MATERIAL
- 3 JOINT SEALANT; COLOR TO MATCH CONCRETE COLOR W/SEEDED SILICA SAND
- 4 BASE MATERIAL AND SUBGRADE PER GEOTECHNICAL RECOMMENDATIONS
- 5 FACE OF VERTICAL SURFACE
- 6 1/8" RADIUS

- NOTES:
- PROVIDE EXPANSION JOINT AT ALL VERTICAL SURFACES.
 - NATIVE OR FILL SOIL SUPPORTING EXTERIOR NON-STRUCTURAL FLATWORK AND UNPAVED LANDSCAPING AREAS ARE EXEMPT FROM SPECIAL INSPECTION AND TESTING.

EXPANSION JOINT AT VERTICAL SURFACE 3/8" = 1'-0" 04



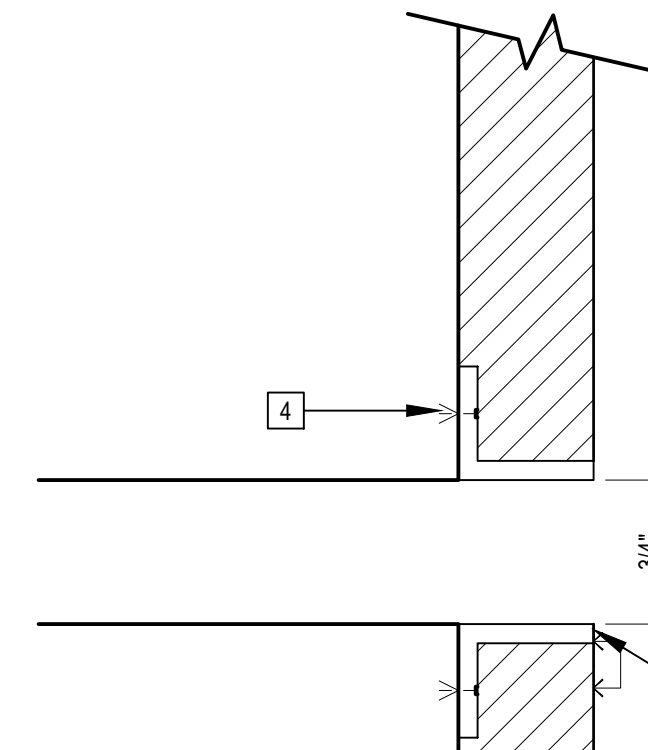
TYPICAL ADA ACCESSIBLE PARKING STALL NTS 03



- 1 2" X 8" X 16" SOLID CAP; FROM XXXX; COLOR AND FINISH APPEARANCE TO MATCH FACE OF WALL
- 2 1" DRILLED DEPRESSION 3/4" DEPTH.
- 3 3/8" DIA. X 8" ANCHOR BOLT @ 24" O.C. MAX. MIN. 2 PER PIECE OF CAP. EPOXY INTO PLACE WITH HLT HIT-HY 700 (CC ESR-2682)
- 4 8"x8"x16" CMU PRECISION BLOCK

- NOTE:
- CAP TO BE FLUSH WITH FACE OF WALL. MANUFACTURER TO CUSTOM CUT BRICK CAP AS NEEDED.

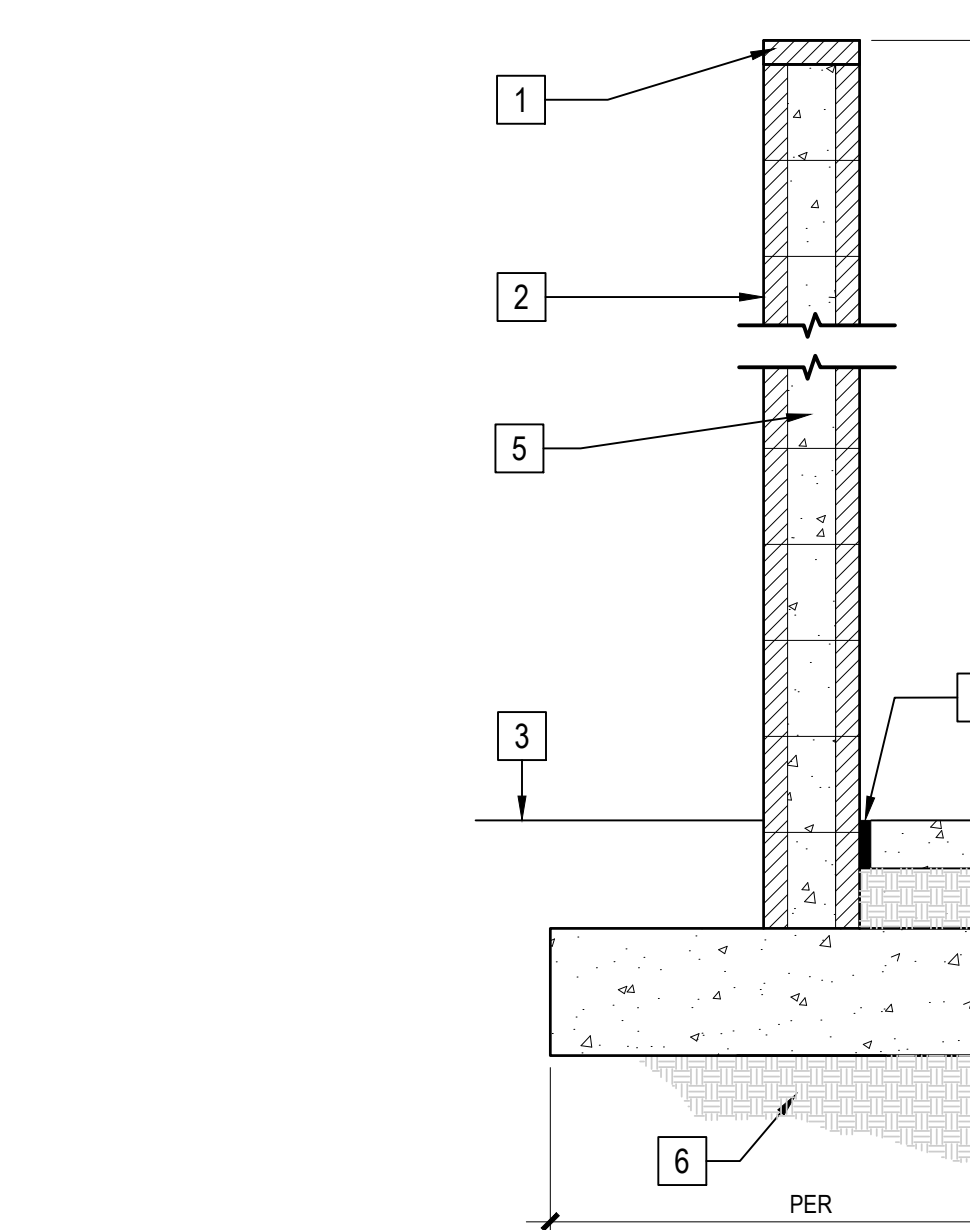
CMU WALL CAP 3/8" = 1'-0" 06



- 1 BLOCK WALL
- 2 PLASTER SYSTEM; SEE SPECS TYP.
- 3 GALVANIZED EDGE SCREED, TYP.
- 4 FASTEN TO WALL, TYP.

- NOTE:
- SEE ELEVATION FOR LOCATION
 - ALIGN W/ EXPANSION JOINT IN BLOCK WALL

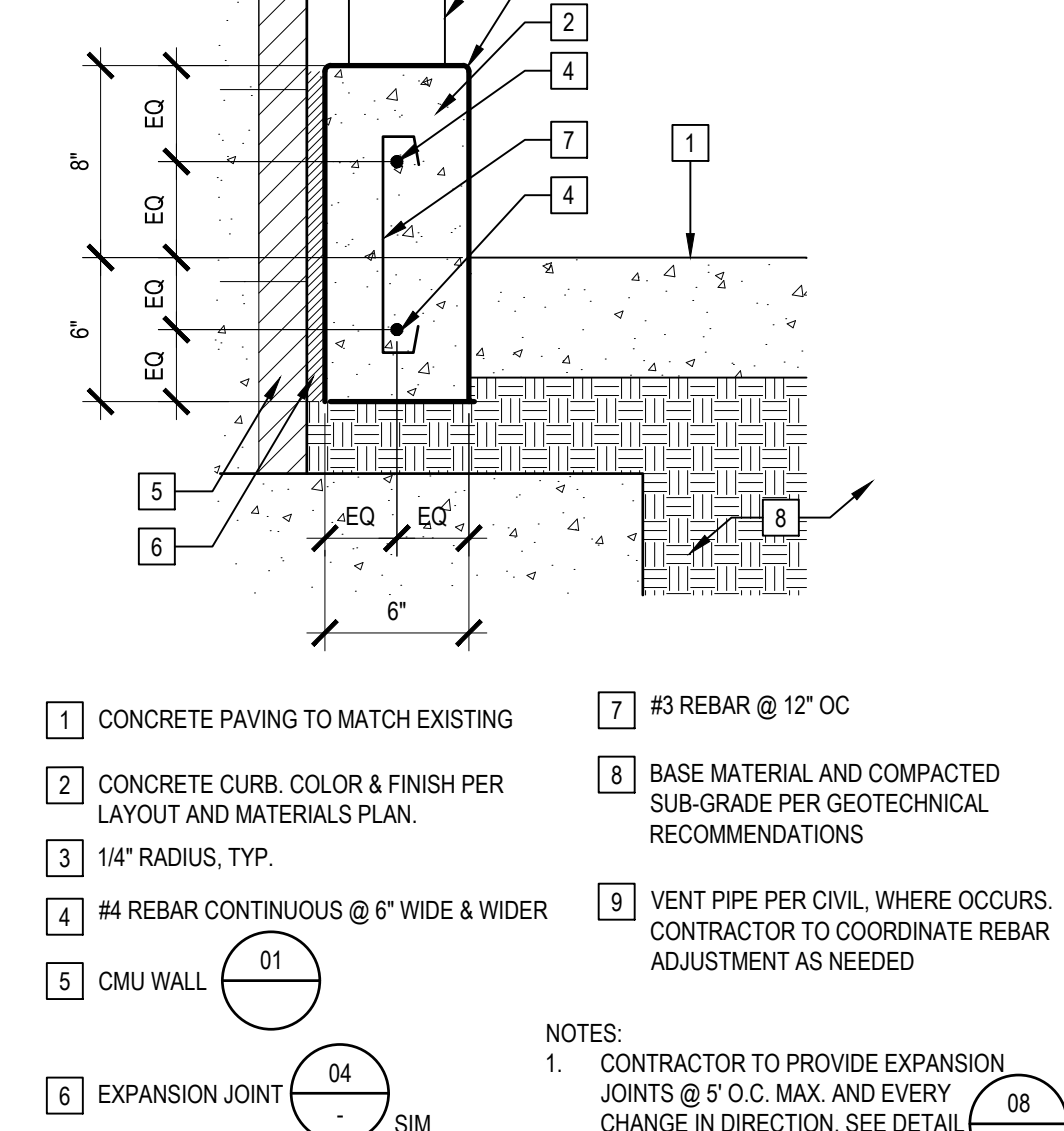
CMU WALL E.J. @ PLASTER FULL 02



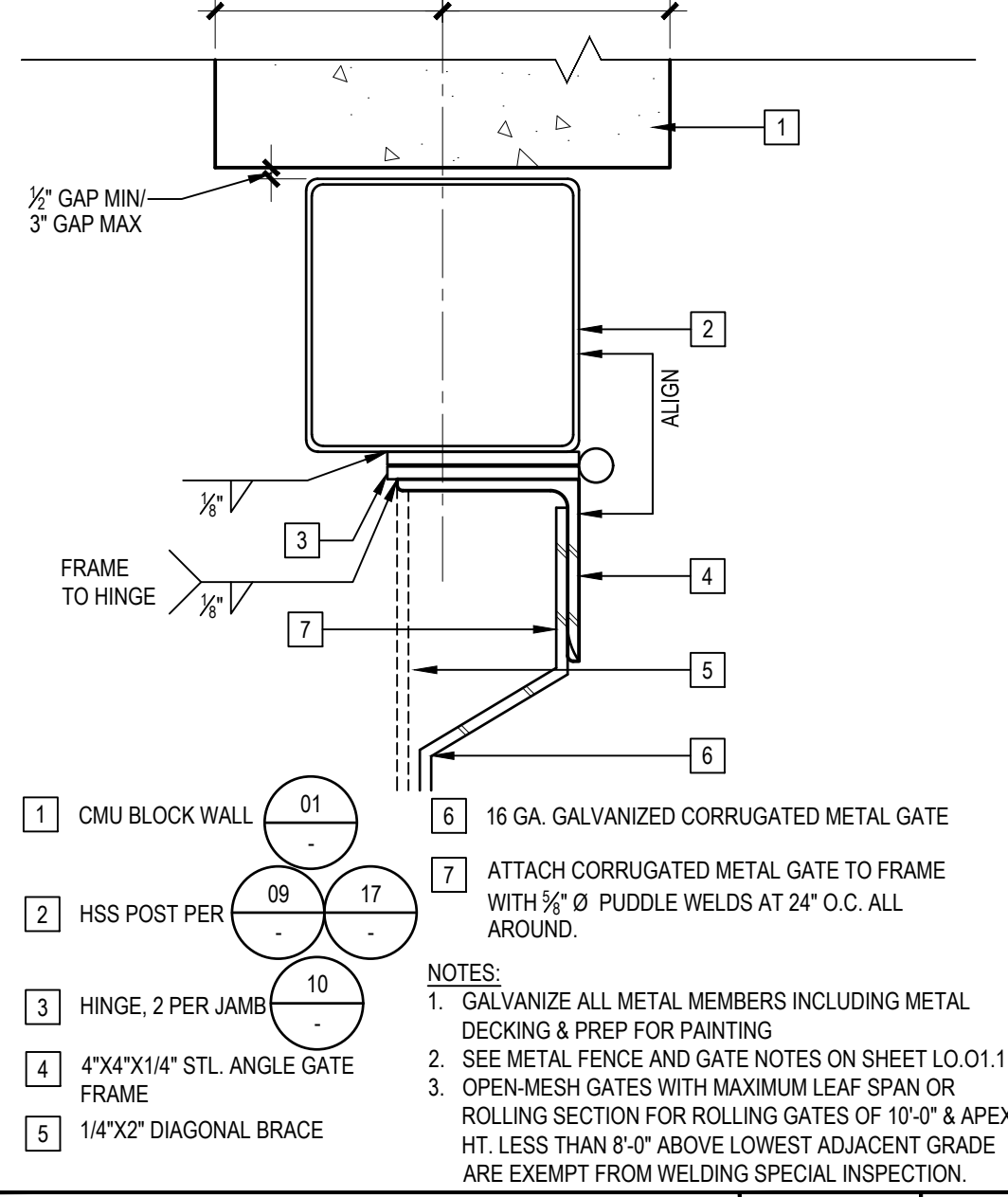
- 1 CMU WALL CAP; 2"x8"x16". COLOR AND FINISH TO MATCH BLOCK. ATTACH PER
- 2 CMU BLOCK; 8"x8"x16" STACKED BOND. COLOR AND FINISH PER LAYOUT AND MATERIALS PLAN. INTEGRAL COLOR GROUT PER SPECIFICATIONS. FILL ALL CELLS SOLID.
- 3 FINISH SURFACE / FINISH GRADE
- 4 EXPANSION JOINT
- 5 STEEL REINFORCEMENT AND CONCRETE FOOTING PER STRUCTURAL ENGINEER'S RECOMMENDATIONS
- 6 COMPACTED SUBGRADE PER GEOTECHNICAL REPORT

- NOTES:
- CONCRETE BATCH PLANT INSPECTION IS NOT REQUIRED.
 - DSA SSS REVIEW NOT REQUIRED PER IR A-22

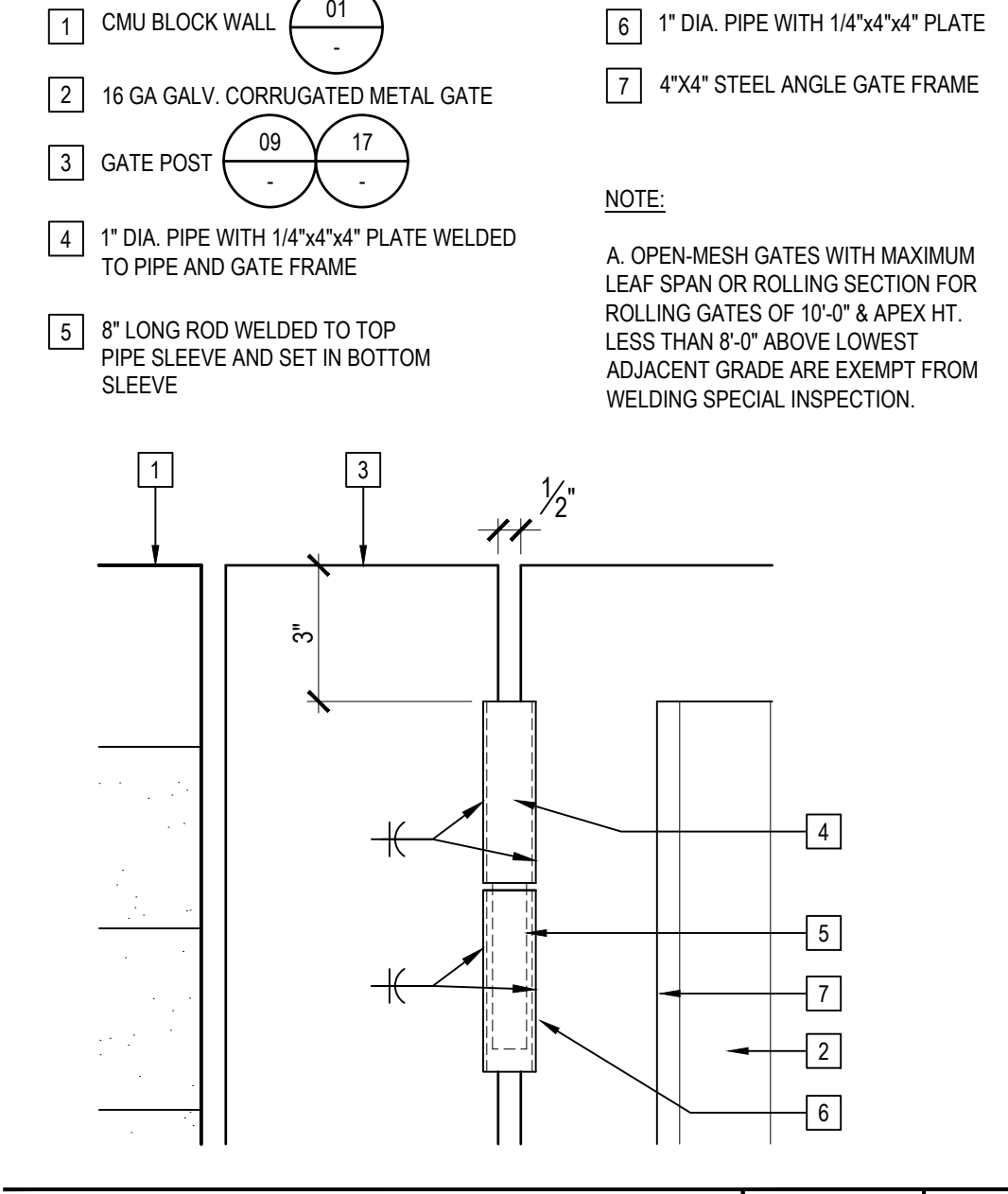
CMU FREE STANDING WALL 3/4" = 1'-0" 01



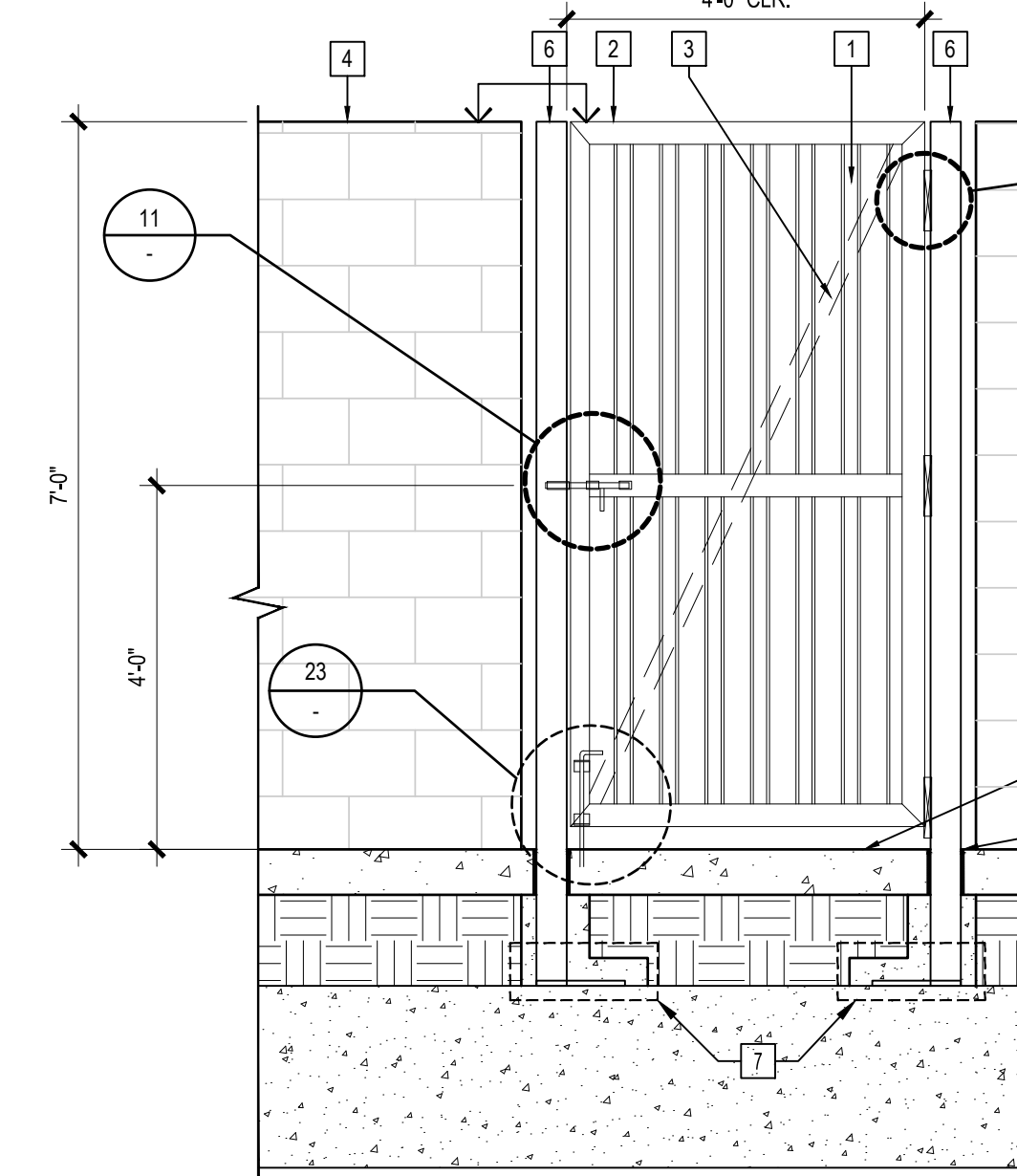
CURB AT TRASH ENCLOSURE 1-1/2" = 1'-0" 15



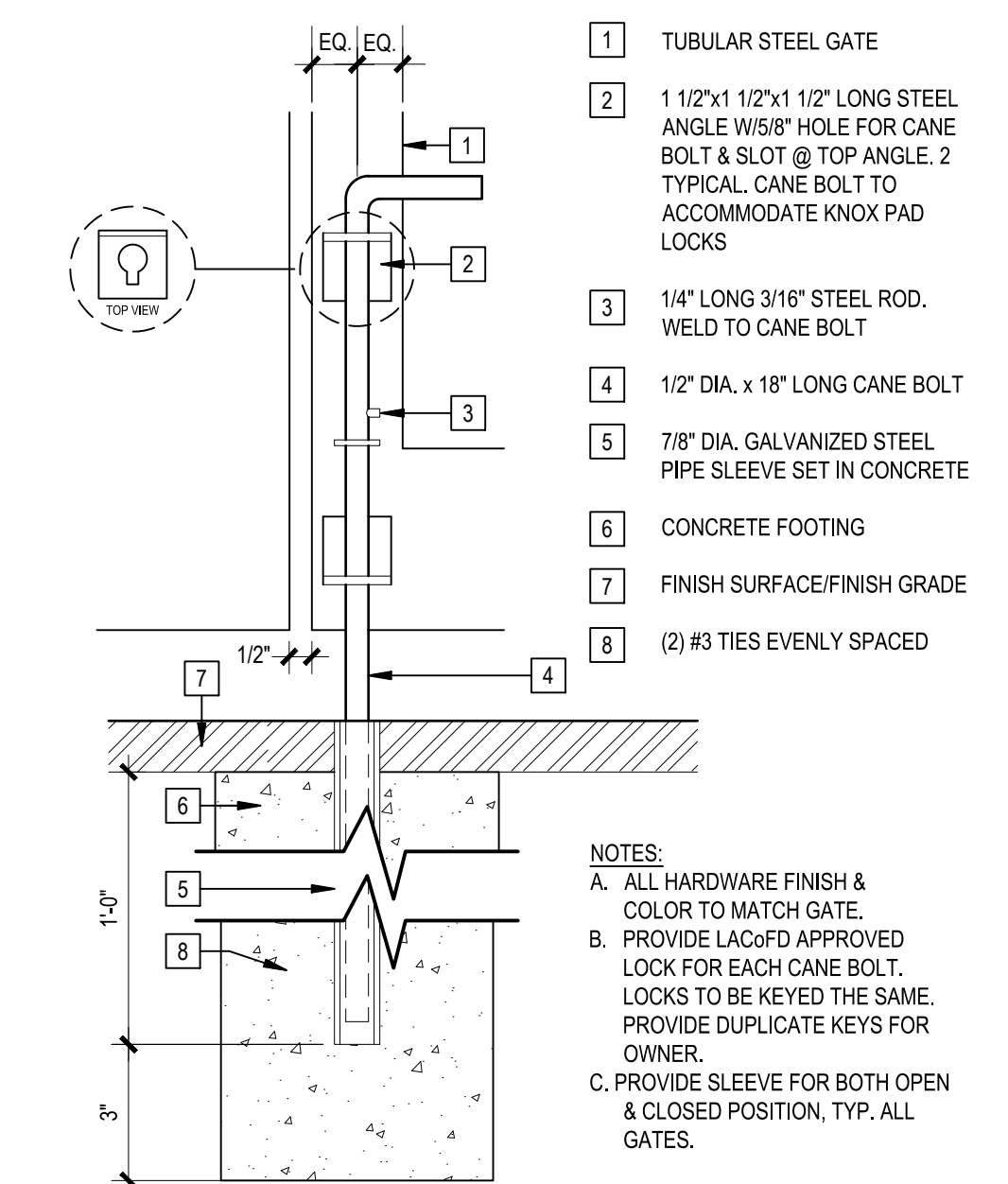
METAL PANEL GATE-JAMB 3/8" = 1'-0" 14



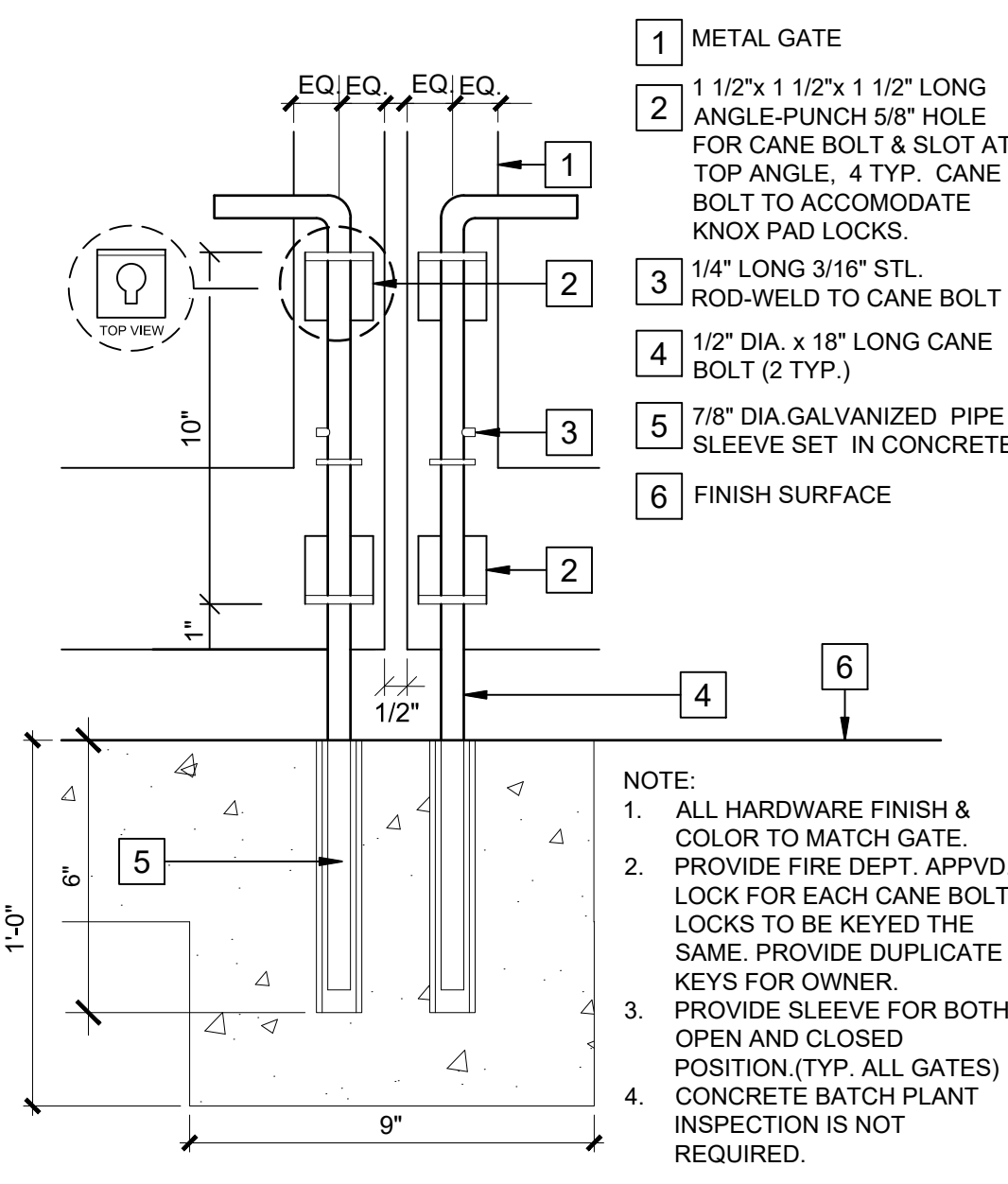
METAL PANEL GATE-HINGES 3/8" = 1'-0" 10



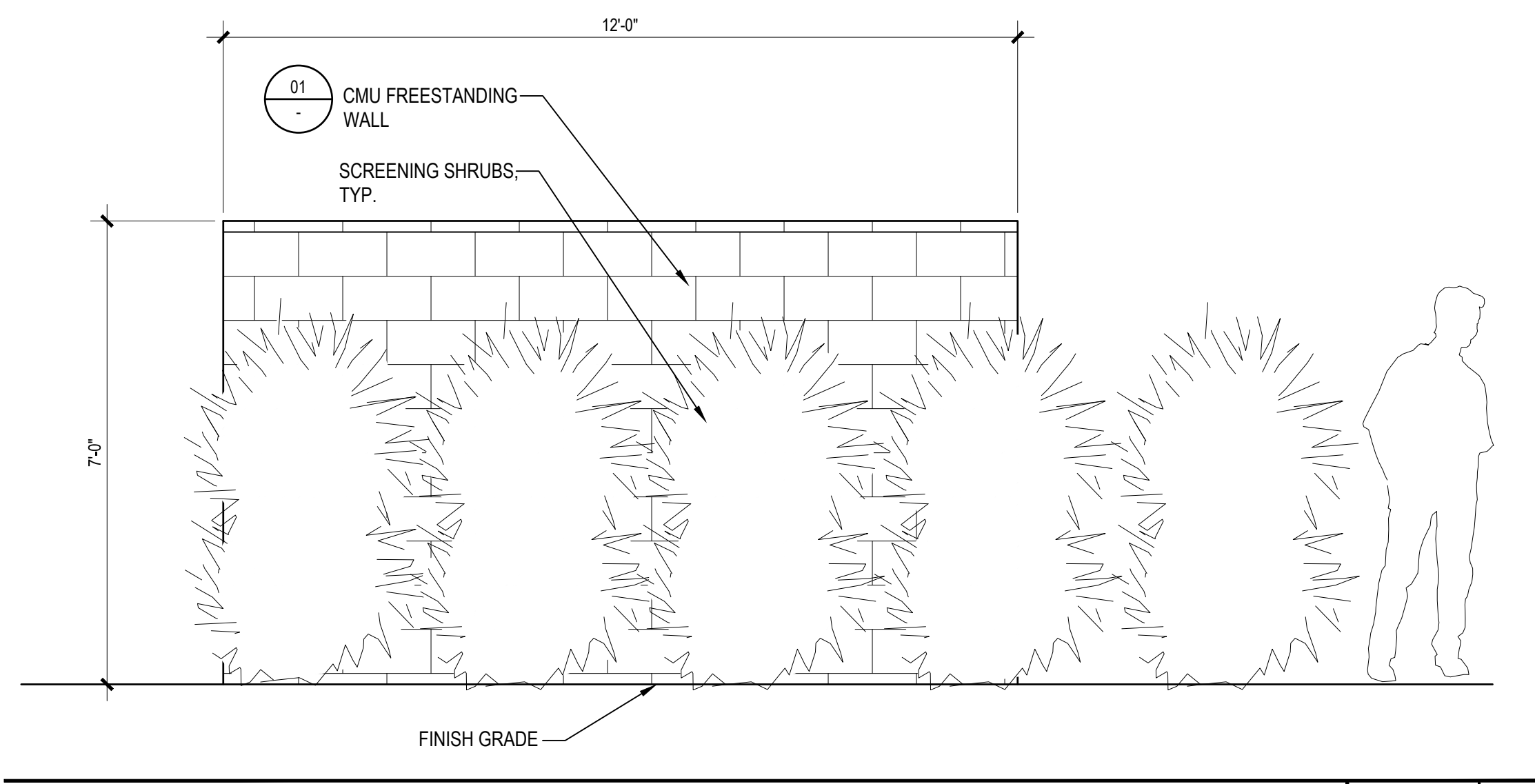
METAL PANEL SINGLE GATE - CMU ENCLOSURE 1/2" = 1'-0" 09



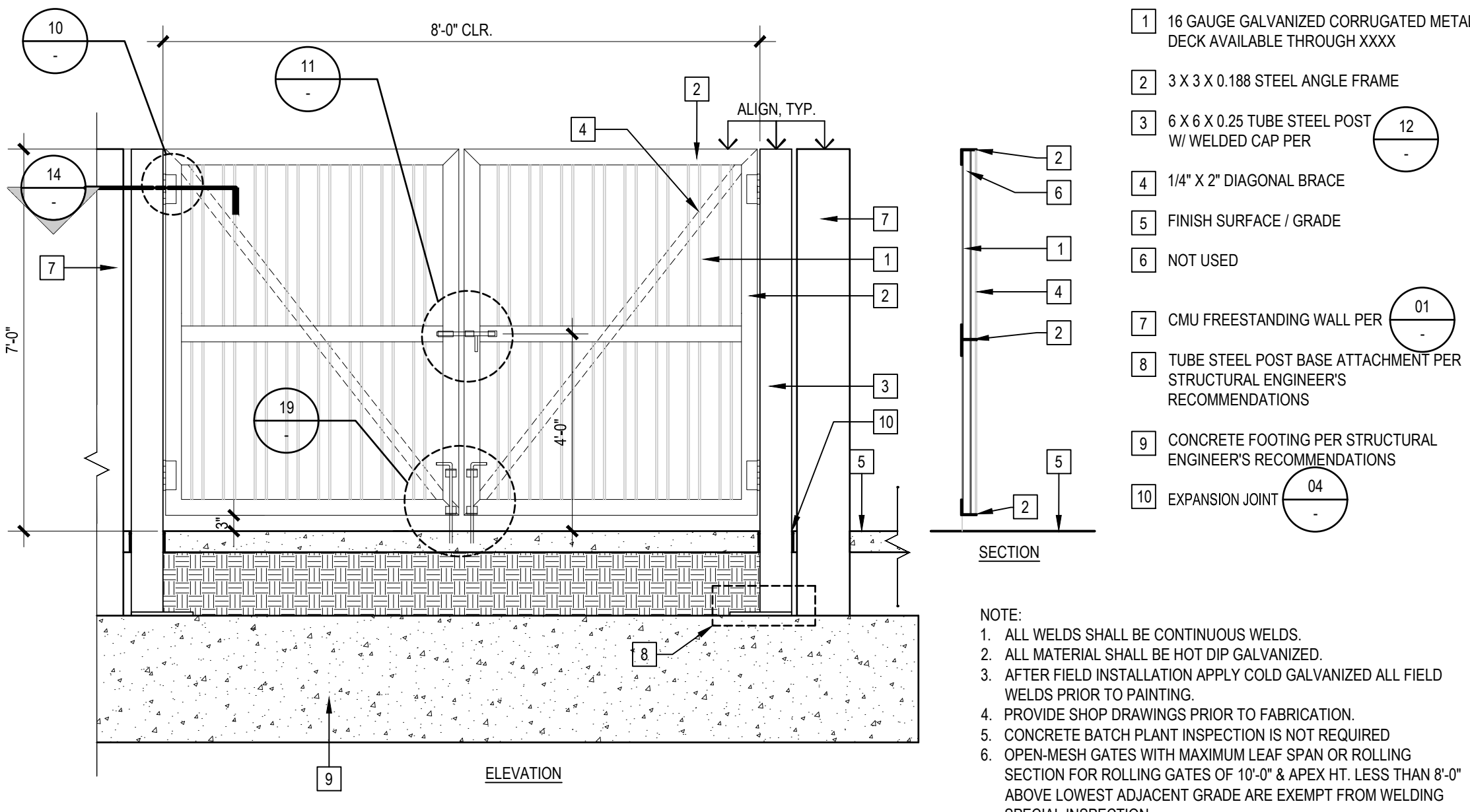
CANE BOLT 3/8" = 1'-0" 23



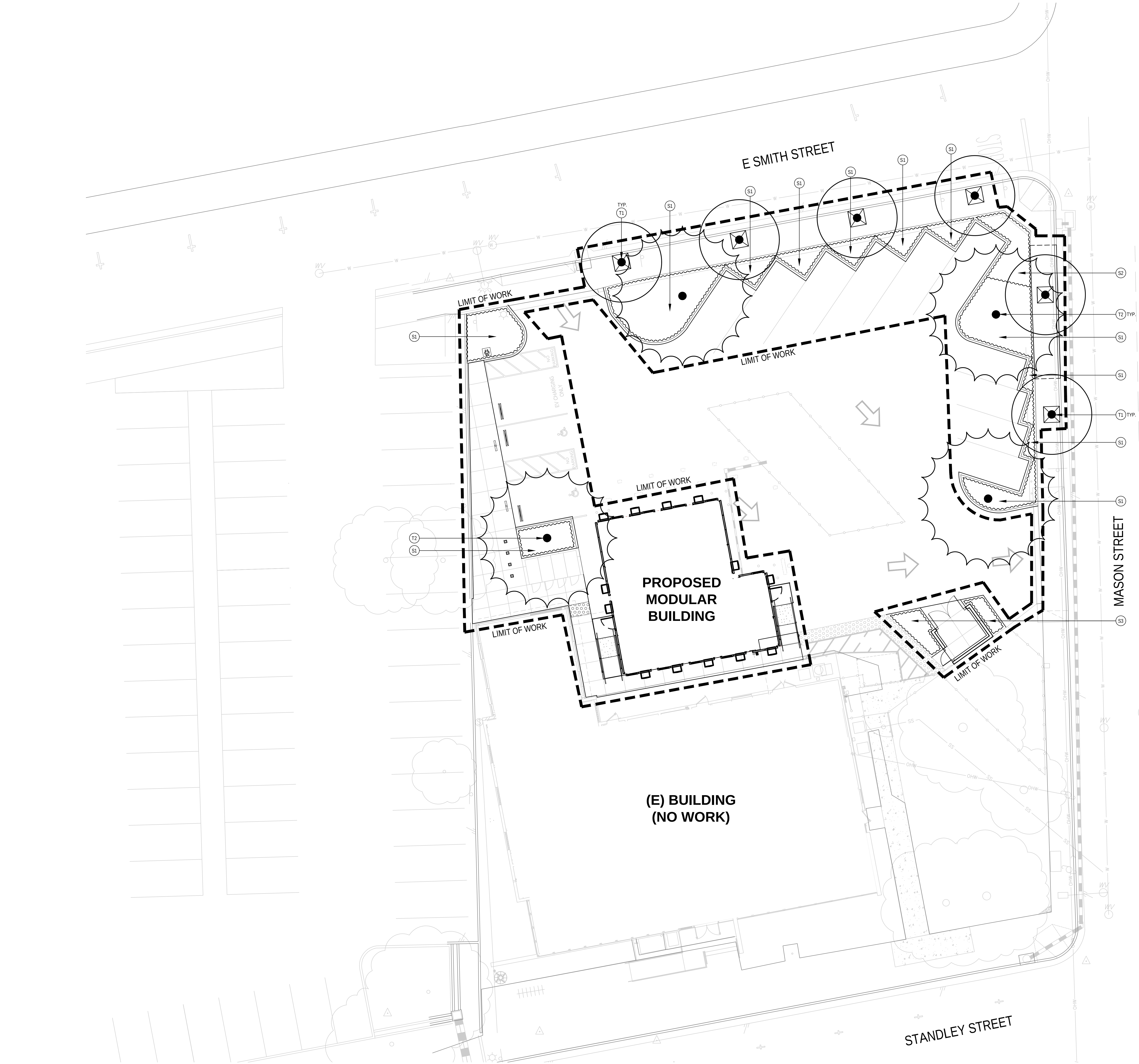
CANE BOLT 3/8" = 1'-0" 19



ELEVATION OF SCREENING AT TRASH ENCLOSURE 1/2" = 1'-0" 18



METAL PANEL DOUBLE GATE - CMU ENCLOSURE 1/2" = 1'-0" 17



Planting Legend				
Tree List		(NCH); NO COMMON NAME	(*) UNLESS NOTED ON PLAN	
REF.	SYM.	BOTANICAL NAME/ COMMON NAME	SIZE/ SPACING	COMMENTS
T1		CERCIS RENIFORMIS 'OKLAHOMA'/ OKLAHOMA REDBUD	24" BOX	SINGLE
T2		GINKGO BILOBA 'AUTUMN GOLD'/ AUTUMN GOLD GINKGO	24" BOX	STANDARD

PARKING LOT AND PERIMETER SHRUBS		
S1		ACHILLEA MILLEFOLIUM/ COMMON YARROW
		DIPLACUS AURANTIACUS/ NUSH MONKEYFLOWER
		EPILOBIUM CANIUM/ CALIFORNIA FUCHSIA
		FRANGULA CALIFORNICA/ COFFEEBERRY
		PENSTEMON HETEROPHYLLUS/ FOOTHILL PENSTEMON
		SISTRINGIUM BELLUM/ BLUE-EYED GRASS

PARKING LOT AND PERIMETER GROUNDCOVER		
S2		HEUCHERA MICRANTHA/ CREVICE ALUMROOT
		POLYPODIUM CALIFORNICUM/ CALIFORNIA POLYPODY
		PETASITES FRIGIDUS VAR. PALMATUS/ ARCTIC SWEET COLTSFOOT

SCREENING SHRUBS		
S3		ARCTOSTAPHYLOS CANESCENS/ HOARY MANZANITA
		PODOCARPUS MACROPHYLLUS/ YEW PODOCARPUS
		CALLISTEMON VIMINALIS 'SLIM'/ SLIM BOTTLEBRUSH

NOTE: ALL NEW PLANTING AREA TO HAVE A WEATHER BASED IRRIGATION SYSTEM

PLANTING CALCULATIONS	
PARKING LOT SITE AREA	12,560 SF
PLANTING AREA	2,359 SF (18.8% OF SITE AREA)
	EXISTING 744 SF
	PROPOSED 1,615 SF
TREE SHADE COVERAGE OVER SITE PAVED AREA	1,851 SF (14.7% OF SITE AREA)
NOTE: THESE CALCULATIONS EXCLUDE THE STREET IMPROVEMENTS	

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NEW LIFE CLINIC EXPANSION

280 EAST STANDLEY STREET
UKIAH, CA 95482

Developed for
ONE TOGETHER SOLUTIONS, LLC

Revision	Date

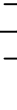
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PLANTING PLAN

ABBREVIATIONS	
4S/DP ACT ADA A.F.F. A.F.G. AWG AMP, A A.I.C. AFAT ASHJ ATS AVG	4" SQUARE BY 2 1/8" DEEP BOX ACoustical CEILING TILE AMERICAN TIE DISABILITIES ACT ABOVE FINISH FLOOR ABOVE FINISH GRADE AMERICAN WIRE GAUGE AMPERE AMPERES INTERRUPTING CAPACITY (SYMMETRICAL) AMP FUSE AUTHORITY HAVING JURISDICTION AMP SWITCH, AMP FUSE AUTOMATIC TRANSFER SWITCH AVERAGE
BDF BR BLDG	BUILDING DISTRIBUTION FRAME BRANCH BUILDING
CEC CIRC., CKT. CB CSFD C. C.O. CONN CPT CLCB CLF CT	CALIFORNIA ELECTRICAL CODE CIRCUIT CIRCUIT BREAKER COMBINATION SMOKE FIRE DAMPER CONDUIT CONDUIT ONLY, COMPLETE WITH PULLSTRING CONNECTED CONTROL POWER TRANSFORMER CURRENT LIMITING CIRCUIT BREAKER CURRENT LIMITING FUSE CURRENT TRANSFORMER
(D) DIA DISC DIST	EXISTING TO BE DEMOLISHED DIAMETER DISCONNECT DISTRIBUTION
E.C. EMS EMT ENT EWC E.P.O. E-L EF E/G EP (E) (ER*)	ELECTRICAL CONTRACTOR ENERGY MANAGEMENT CONTROL SYSTEM ELECTRICAL METALLIC TUBING ELECTRICAL, NON-METALLIC TUBING ELECTRIC WATER COOLER EMERGENCY POWER OFF END-OF-LINE CIRCUIT TERMINATOR EXHAUST FAN EQUIPMENT GROUND (GREEN) EXPLOSION PROOF EXISTING EQUIP TO REMAIN EXISTING EQUIP TO BE RELOCATED (*CORRESPONDS TO NEW LOCATION)
FT or ' FA FLA	FEET FIRE ALARM FULL LOAD AMPS
GRD GFCI GFP GEC	GROUND GROUND FAULT CIRCUIT INTERRUPTER GROUND FAULT PROTECTION GROUNDING ELECTRODE CONDUCTOR
JBOX	JUNCTION BOX
K KCMIL KVA KW KWH	DEGREE KELVIN THOUSAND CIRCULAR MILS KILOVOLT AMPERES KILOWATT KILOWATT HOUR
HACR HOA H.V. H.W., D., L HD HP HPS	HEATING AIR CONDITIONING REFRIGERATION HAND-OFF-AUTO HEATING, VENTILATING AND AIR CONDITIONING HEIGHT, WIDTH, DEPTH LENGTH HIGH INTENSITY DISCHARGE HORSEPOWER HIGH PRESSURE SODIUM
IN. or " IG IDF	INCHES ISOLATED GROUND INTERMEDIATE DISTRIBUTION FRAME
LCL L.F. LTG. LTS LPS	LONG CONTINUOUS LOAD LINEAR FEET LIGHTING LOW PRESSURE SODIUM
MAX. MDF MOCP MCB M.L.O. M.C. M MM MV MH MIN MCA MCC MCM MFR MTO MW	MAXIMUM MAIN DISTRIBUTION FRAME MAXIMUM OVERCURRENT PROTECTION MAIN CIRCUIT BREAKER MAIN LUGS ONLY MECHANICAL CONTRACTOR METER METER MAIN MERCURY VAPOR METAL HALIDE MINIMUM MINIMUM CIRCUIT AMPS MOTOR CONTROL CENTER THOUSAND CIRCULAR MILS MOTOR CIRCUIT PROTECTOR MANUFACTURER MOUNTED MICROWAVE
(N) NATS NEC NEMA NC NO NF NIC NT N.T.S. NL N.O. or #	NEW NON AUTOMATIC DISCONNECT NATIONAL ELECTRICAL CODE NATIONAL ELECTRICAL MANUFACTURERS' ASSOCIATION NORMALLY CLOSED NORMALLY OPENED NON-FUSED NOT IN CONTRACT NOT TO SCALE NIGHT LIGHT NUMBER
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
%Z PH or - PC P.C. P PVC POU PRIMARY PROVIDE PT PA	PERCENT IMPEDANCE PHASE PHOTOCELL PLUMBING CONTRACTOR POWER POLY VINYL CHLORIDE POWER DISTRIBUTION UNIT OVER 600 VOLTS FURNISH, INSTALL AND CONNECT POTENTIAL TRANSFORMER PUBLIC ADDRESS
RE, RECEPT REF RGS RMS	REPLACE EXISTING (IN-PLACE) RECEPTACLE REFRIGERATOR RIGID GALVANIZED STEEL ROOT MEAN SQUARE
SCC SCS SFD SECONDARY SMACNA SPD SQ	SHORT CIRCUIT CURRENT STRUCTURED CABLING SYSTEM SMOKE FIRE DAMPER 600 VOLTS AND LESS SHOET MTL. & AIR COND. CONTRACTORS' NATIONAL ASSOC. SURGE PROTECTION DEVICE SQUARE
TC TEL/DATA TV T.V.S.S. TYP	TIMECLOCK TELEPHONE AND DATA TELEVISION TRANSIENT VOLTAGE SURGE SUPPRESSION TYPICAL
U.G.P.S. U.O.N U.P.S.	UNDERGROUND PULL SECTION UNLESS OTHERWISE NOTED UNINTERRUPTABLE POWER SYSTEM
VAV V VA VD VFD	VARIABLE AIR VOLUME VOLTS VOLT AMPERES VOLTAGE DROP VARIABLE FREQUENCY DRIVE
WP W	WEATHERPROOF WIRE
XFMR XX	TRANSFORMER EXISTING EQUIP TO BE DEMOD

POWER SYMBOLS

	DUPLEX RECEPTACLE - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED. "C" INDICATES CONTROLLED RECEPTACLE, MUST BE WITHIN 8'-0" OF UNCONTROLLED RECEPTACLE PER TITLE 24 REQUIREMENTS.
	DOUBLE DUPLEX RECEPTACLE - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED.
	DUPLEX, GFCI RECEPTACLE - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED. WP INDICATES WEATHERPROOF, REFER TO THE GENERAL PRODUCT SPECIFICATIONS.
	DOUBLE DUPLEX, GFCI RECEPTACLE - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED. WP INDICATES WEATHERPROOF, REFER TO THE GENERAL PRODUCT SPECIFICATIONS.
	DEDICATED 20A DUPLEX RECEPTACLE - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED.
	DUPLEX RECEPTACLE WITH USB CONNECTORS - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED.
	DOUBLE DUPLEX RECEPTACLE WITH USB CONNECTORS. MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED.
	EMERGENCY DUPLEX RECEPTACLE - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED. NOTE: TICK MARKS SHOWN ON ANY DEVICE REPRESENTS RECEPTACLE CONNECTED TO EMERGENCY CIRCUIT (RED DEVICE) TYPICAL FOR ANY DEVICE IN LEGEND.
	SIMPLEX RECEPTACLE - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED.
	SPECIAL RECEPTACLE - MOUNTING HEIGHT PER ADA DETAIL 19E7.01 OR AS NOTED. REFER TO PLAN NOTES.
	DUPLEX RECEPTACLE FLUSH IN CEILING - MOUNT FLUSH IN FLOOR WHEN INDICATED IN A FLOOR BOX SYMBOL.
	DOUBLE DUPLEX RECEPTACLE FLUSH IN CEILING - MOUNT FLUSH IN FLOOR WHEN INDICATED IN A FLOOR BOX SYMBOL.
	SIMPLEX RECEPTACLE FLUSH IN CEILING - MOUNT FLUSH IN FLOOR WHEN INDICATED IN A FLOOR BOX SYMBOL.
	SPECIAL RECEPTACLE FLUSH IN CEILING - MOUNT FLUSH IN FLOOR WHEN INDICATED IN A FLOOR BOX SYMBOL.
	DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER, MOUNTING HEIGHT PER ADA DETAIL 19E7.01 - UON OR REQUIRED.
	DOUBLE DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER, MOUNTING HEIGHT PER ADA DETAIL 19E7.01 - UON OR REQUIRED.
	DUPLEX, GFCI RECEPTACLE MOUNTED ABOVE COUNTER, MOUNTING HEIGHT PER ADA DETAIL 19E7.01 - UON OR REQUIRED. WP INDICATES WEATHERPROOF, REFER TO THE GENERAL PRODUCT SPECIFICATIONS.
	DOUBLE DUPLEX, GFCI RECEPTACLE MOUNTED ABOVE COUNTER, MOUNTING HEIGHT PER ADA DETAIL 19E7.01 - UON OR REQUIRED. WP INDICATES WEATHERPROOF, REFER TO THE GENERAL PRODUCT SPECIFICATIONS.
	SIMPLEX RECEPTACLE MOUNTED ABOVE COUNTER, MOUNTING HEIGHT PER ADA DETAIL 19E7.01 - UON OR REQUIRED.
	SPECIAL RECEPTACLE MOUNTED ABOVE COUNTER, MOUNTING HEIGHT PER ADA DETAIL 19E7.01 - UON OR REQUIRED.
	WALL MOUNTED JUNCTION BOX - MOUNTING HEIGHT AS NOTED. 45DP MINIMUM OR AS REQUIRED BY N.E.C.
	JUNCTION BOX, MOUNTED IN ACCESSIBLE CEILING FOR APPLICATION AS NOTED ON PLAN. 45DP MINIMUM OR AS REQUIRED BY N.E.C.
	SURFACE MOUNTED MULTI-OUTLET ASSEMBLY. REFER TO GENERAL PRODUCT SPECIFICATIONS. PROVIDE ALL COMPONENTS NECESSARY FOR A COMPLETE INSTALLATION.
	EXHAUST FAN, OR MOTOR LOAD - REFER TO MECHANICAL, PLUMBING OR KITCHEN DRAWINGS FOR SPECIFIC LOAD REQUIREMENTS OR AS NOTED.
	FLUSH MOUNTED ELECTRICAL PANELBOARD OR LOAD CENTER. REFER TO PANEL SCHEDULE.
	SURFACE MOUNTED ELECTRICAL PANELBOARD OR LOAD CENTER. REFER TO PANEL SCHEDULE.
	DISTRIBUTION SWITCHBOARD. REFER TO SINGLE LINE DIAGRAM.
	TRANSFORMER. REFER TO SINGLE LINE DIAGRAM.
	FUSED DISCONNECT SWITCH, HP RATED, OR COMBINATION MOTOR STARTER/DISCONNECT SWITCH WITH FUSES PER EQUIPMENT MANUFACTURER AND WEATHERPROOF AS REQUIRED.
	WEATHERPROOF FUSED DISCONNECT SWITCH EQUIPMENT. SEE MOTORIZED EQUIPMENT SCHEDULE FOR DISCONNECT AND STARTER SIZES.
	MOTOR STARTER COMBINATION SWITCH WITH HOA SELECTOR SWITCH, ON "RUNNING LIGHT" RESET AND OVERLOAD PROTECTION.
	NON-FUSED DISCONNECT SWITCH, HP RATED AND WEATHERPROOF REQUIRED. PROVIDE FINAL CONNECTION TO UNIT EQUIPMENT. SEE MOTORIZED EQUIPMENT SCHEDULE FOR DISCONNECT SIZES.
	UTILITY COMPANY METER. PROVIDE "CTS" AND "PTS" AS REQUIRED. REFER TO SINGLE LINE DIAGRAM.
	CIRCUIT BREAKER. LINE 1 REPRESENTS FRAME SIZING/RATING; LINE 2 REPRESENTS TRIP SIZING/RATING; LINE 3 REPRESENTS NUMBER OF POLES AND LINE 4 REPRESENTS MISCELLANEOUS BREAKER INFO. (SEE BELOW). SHUNT = PROVIDE SHUNT TRIP MECHANISM. HGR = PROVIDE HGR BACKUP BREAKER. GFP = GROUND FAULT PROTECTION CLCB = CURRENT LIMITING CIRCUIT BREAKER SS = PROVIDE SOLID STATE CIRCUIT BREAKER
	FUSIBLE SWITCH: LINE 1 REPRESENTS SWITCH SIZING/RATING; LINE 2 REPRESENTS NUMBER OF POLES; LINE 3 REPRESENTS FUSE SIZING/RATING; LINE 4 REPRESENTS FUSE TYPE; LINE 5 REPRESENTS MISCELLANEOUS FUSE INFO. (SEE BELOW). SHUNT= PROVIDE SHUNT TRIP MECHANISM. GFP = GROUND FAULT PROTECTION CLF = CURRENT LIMITING FUSE
	FUSIBLE SWITCH: LINE 1 REPRESENTS SWITCH SIZING/RATING; LINE 2 REPRESENTS NUMBER OF POLES; LINE 3 REPRESENTS FUSE SIZING/RATING; LINE 4 REPRESENTS FUSE TYPE; LINE 5 REPRESENTS MISCELLANEOUS FUSE INFO. (SEE BELOW). SHUNT= PROVIDE SHUNT TRIP MECHANISM. GFP = GROUND FAULT PROTECTION CLF = CURRENT LIMITING FUSE
	GROUND CONNECTION, SIZE AS INDICATED OR AS REQUIRED.
	LOW VOLTAGE TRANSFORMER
	PULLBOX, SIZED PER N.E.C. OR AS NOTED.
	RECESSED COMBINATION POWER OUTLET FOR IN FLOOR BOX PER PLAN FOR FLEXIBLE CONNECTION TO FURNITURE SYSTEM. VERIFY CONNECTION REQUIREMENTS WITH MANUFACTURER PRIOR TO ROUGH-IN. MOUNT FLUSH IN FLOOR WHEN INDICATED IN A FLOOR BOX SYMBOL.
	POWER OUTLET OUTLET, MOUNTING HEIGHT PER ADA DEVICE MOUNTING REQUIREMENTS. FOR FLEXIBLE CONNECTION TO FURNITURE SYSTEM PROVIDE THE FOLLOWING: IN A NON-RATED INSULATED WALL, OR NON-RATED UNINSULATED WALL, PROVIDE A 2-GANG MUD RING OR CADDY #RBS SERIES BOX MOUNTING BRACKET (EQUAL BY B-LINE OR RAYCO) WITH (2) 1-1/4" O.D. WITH PULL STRING TO ACCESSIBLE CEILING. PROVIDE 1-1/4" BUSHINGS AT CONDUIT ENDS. REFER TO ARCHITECTURAL PLANS FOR WALL CONSTRUCTION/TYPING AND CEILING CONDITIONS. IN A RATED WALL, PROVIDE (1) 45DP BOX WITH (2) 1-1/4" C.O. AND (1) 45DP BOX WITH (1) 1-1/4" O.D. WITH PULL STRINGS IN EACH CONDUIT TO ACCESSIBLE CEILING. PROVIDE 1-1/4" BUSHINGS AT CONDUIT ENDS. UTILIZE CADDY #RBS SERIES BOX MOUNTING BRACKET TO MAINTAIN BOX ALIGNMENT (EQUAL BY B-LINE OR RAYCO)UTILIZE FIRESTOPPING SYSTEM PADS RATED FOR USE ON THE INSIDE OR OUTSIDE OF THE BOX (STI OR EQUAL) AS REQUIRED TO MAINTAIN RATING OF WALL OR MEMBRANE. REFER TO ARCHITECTURAL PLANS FOR WALL CONSTRUCTION/TYPING AND CEILING CONDITIONS.
	GROUND BUS BAR



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Scale	NONE

1. ALL RECEPTACLES ON COMMON WALLS SHALL BE SEPARATE BOXES AND OFFSET 24" MINIMUM.
2. ALL PENETRATIONS THROUGH FIRE RATED WALLS SHALL BE PROTECTED FROM THE SPREAD OF FIRE WITH AN APPROVED FIRESTOP SYSTEM EQUAL OR GREATER THAN THE FIRE RATING OF THE WALL.
3. COORDINATE ALL MOUNTING DIMENSIONS FOR ELECTRICAL DEVICES AND SWITCHES WITH ARCHITECTURAL INTERIOR ELEVATIONS PRIOR TO ROUGH-IN.
4. ALL FURNITURE FEED LOCATIONS TO BE VERIFIED WITH ARCHITECT AND FURNITURE VENDOR PRIOR TO ROUGH-IN.
5. ALL FURNITURE WHIPS SHALL BE TRIMMED TO REDUCE EXCESS WHIP LENGTH
6. WHEN EXPOSED CEILINGS OR OPEN GRID CONDITIONS OCCUR, THE CONTRACTOR WILL NEED TO PROVIDE THE FOLLOWING ITEMS:
 - A. ALL BRANCH CIRCUITS SHALL BE IN EMT.
 - B. ALL BRANCH CIRCUITS SHALL BE ROUTED NEATLY AND IN PARALLEL TO STRUCTURES OR DUCT WORK.
 - C. VISUALLY OBJECTIONABLE BRANCH CIRCUITS WILL BE REROUTED AT THE REQUEST OF THE ARCHITECT AT NO ADDITIONAL COST.
7. EXPOSED CABLE/CONDUCTORS INSTALLED IN A PLENUM SPACE SHALL CONFORM TO CEC WHERE APPLIED, ARTICLE 300.22(C).
8. PROVIDE G.F.C.I. TYPE RECEPTACLE(S) WITHIN 6 FEET OF ANY SINK.
9. CONTRACTOR TO INCLUDE AN ALLOWANCE TO CORE AND SEAL PENETRATIONS THROUGH STRUCTURAL CONCRETE WALLS. COORDINATE LOCATIONS AND REQUIREMENTS WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS.
10. COORDINATE ALL PENETRATIONS WITH STRUCTURAL PLANS AND DETAILS. NO PENETRATIONS ARE PERMITTED UNLESS SPECIFICALLY NOTED ON STRUCTURAL DRAWINGS.
11. COORDINATE ALL KITCHEN CONDUIT AND EQUIPMENT ROUGH-IN ON KITCHEN DRAWINGS

1. CALL UNDERGROUND SERVICE ALERT (USA) AT 1 (800) 422-4133 OR APPLICABLE STATE AND LOCAL DIG SAFE OR UNDERGROUND ALERT HOTLINES PRIOR TO CONSTRUCTION START.
2. COORDINATE ALL UNDERGROUND STRUCTURES AND CONDUIT ROUTING WITH LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN TO ENSURE THAT SUCH ITEMS ARE NOT PLACED IN CRITICAL LANDSCAPE PLANTING/HARDSCAPE AREAS.
3. VAULTS, MAINTENANCE HOLES (MHs) AND CONDUITS SHALL MAINTAIN A MINIMUM COVER OF 24" BELOW FINAL SURFACE AT ALL CONDITIONS. INCLUDE ALL COSTS IN BASE BID TO MEET UTILITY COMPANY REQUIREMENTS WHICH MAY REQUIRE GREATER MINIMUM CONDUIT DEPTHS.
4. VAULTS, MHs AND PULLBOXES (PBs) SHALL BE EQUIPPED WITH KNOCKOUT PANELS OR PRE-CAST INDIVIDUAL CONDUIT OPENINGS. CONDUITS SHALL ONLY ENTER AND EXIT ON END/SHORT WALLS. CONDUITS MAY NOT ENTER AND EXIT ON SIDE/LONG WALLS, CEILINGS OR FLOORS UNLESS OTHERWISE NOTED.
5. CUT DUCTS FLUSH WITH INTERIOR VAULT/MH/PB WALL.
6. GROUT AROUND DUCT ENTRANCES ON VAULT/MH/PB WALLS.
7. SLURRY BACKFILL AROUND DUCTS WITHIN 5 FEET OF VAULT/MH/PB TO PREVENT SHEARING.
8. CONDUITS PASSING UNDER THE BUILDING PERIMETER SHALL BE ENCASED IN LIGHTWEIGHT CONCRETE OR WATER-IMPERVIOUS CLAY TO PREVENT WATER INFILTRATION. SEE ELECTRICAL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
9. CONDUIT BEND RADIUS FOR BUILDING ENTRANCES AND AT POLES SHALL BE A MINIMUM OF 24" FOR CONDUITS WITH LESS THAN 2" INTERNAL DIAMETER AND A MINIMUM OF 48" FOR CONDUITS WITH MORE THAN 2" INTERNAL DIAMETER.
10. PREFERRED CONDUIT SWEET RADIUS BETWEEN VAULTS IS 25 FEET. IN NO CIRCUMSTANCES SHALL THE CONDUIT SWEET RADIUS BE LESS THAN 12.5 FEET. MAXIMUM OF 90 DEGREES PER SWEET AND LIMITED TO NO MORE THAN (2) 90 DEGREE WEETBETWEEN VAULTS.
11. VAULTS/MHs/PBs ARE TO BE EQUIPPED WITH RACKING, GROUNDING LUGS, AND BOLT-DOWN LIDS UNLESS OTHERWISE NOTED.
12. VAULTS AND MHs TO BE EQUIPPED WITH ROUND COVERS, EXTENSION RINGS AS REQUIRED, LADDERS AND (3) SEGMENTS OF 6 FOOT HIGH CABLE RACKING PER EACH LONG WALL.
13. LABEL ALL NON-UTILITY COMMUNICATION VAULT/MH/PB COVERS WITH "COMMUNICATIONS" UNLESS OTHERWISE NOTED ON PLANS.
14. COORDINATE FINAL VAULT/MH/PB OPENING HEIGHT WITH G.C. PRIOR TO ROUGH-IN TO ENSURE FINAL GRADE DOES NOT SLOPE INTO VAULT/MH/PB OPENING.
15. CONTRACTOR TO PROVIDE A MINIMUM OF 8" DEEP COMPACTED 1/2" DIAMETER GRAVEL UNDER ALL VAULTS, MHs OR PBs TO ENSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE ON THE FLOOR AND BE ABLE TO DISSIPATE WATER OUT OF THE VAULT, MH OR PB.
16. ALL VAULT/MH/PB'S WITHOUT GROUNDING LUGS SHALL HAVE AN 8' x 3/4" COPPER GROUND ROD DRIVEN THRU THE FLOOR TO ALLOW GROUNDING OF ITEMS WITHIN.
17. ALL VAULT/MH/PB'S SHALL BE PROVIDED WITH TRAFFIC RATED COVERS WHEN LOCATED IN PAVED AREAS UTILIZED FOR VEHICLE TRAFFIC.
18. IF THE WATER OR MOISTURE BARRIER ON OR NEAR THE FOUNDATION OF A BUILDING IS DISTURBED IN ANY MANNER BY EXCAVATION OR OTHER CONSTRUCTION WORK, THE MOISTURE BARRIER MUST BE REPAIRED FOLLOWING THE RECOMMENDATIONS OF THE MANUFACTURER OF THE ORIGINAL BARRIER PRODUCT.
19. THE CONTRACTOR SHALL INCLUDE IN BASE BID ALL COSTS TO COMPLY WITH ALL REQUIREMENTS FOR CONFINED SPACE ENTRY PER THE OSHA REQUIREMENTS 29 CFR-1910.146, 29 CFR-1910.268, ETC. DURING ANY CONFINED SPACE ENTRY.
20. ANY DUCTS LEAVING A VAULT, MH OR PB ROUTED INTO A FACILITY SHALL BE PLUGGED AT EACH END USING REMOVABLE MECHANICAL PLUGS DESIGNED TO PREVENT WATER AND GAS FROM ENTERING THE FACILITY.
21. SEE ELECTRICAL SPECIFICATIONS AND PLAN DETAILS FOR ADDITIONAL REQUIREMENTS REGARDING UNDERGROUND CONDUITS AND IN-GRADE VAULT/MH/PB/JUNCTION BOXES.
22. INSTALL MULE TAPE OR 3/8" PULL ROPE AND TRUE-TAPE IN EACH UTILITY CONDUIT.

1. THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC ONLY. DO NOT SCALE THE ELECTRICAL DRAWINGS TO DETERMINE THE LOCATION OF EQUIPMENT OR OUTLETS. SEE ARCHITECTURAL PLANS, WHERE PROVIDED ON PROJECT, FOR EXTENT OF DEMOLITION.
2. THE EXISTING CONDITIONS SHOWN ARE FROM AVAILABLE RECORD DRAWINGS AND SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ACTUAL EXISTING CONDITIONS AT SITE PRIOR TO SUBMITTING BID. ALL DEMOLITION, ALTERATION, EXTENSION, RELOCATION, REHABILITATION WORK SHALL BE INCLUDED IN CONTRACT. NO ADDITIONAL ALLOWANCE OR CHANGE ORDERS WILL BE ACCEPTED.
3. CONTRACTOR IS RESPONSIBLE TO RELOCATE OR REMOVE FROM WALLS, CEILINGS, FLOOR SPACES, ETC. ANY EXISTING CONDUITS, WIRES, BOB'S, FITTINGS, FIXTURES OR OTHER ELECTRICAL EQUIPMENT WHICH INTERFERES WITH PLANNED REMODEL WORK. PROVIDE CIRCUIT CONTINUATION REQUIRED FOR ALL EXISTING OUTLETS, FIXTURES, EQUIPMENT, ETC. SCHEDULED TO REMAIN.
4. NOTIFY THE ENGINEER IMMEDIATELY WHEREVER EXISTING EQUIPMENT IS ENCOUNTERED WHICH MUST BE RELOCATED DUE TO THE NEW CONSTRUCTION, OR NOT INDICATED ON "AS-BUILT" DRAWINGS OR WAS BURIED UNDERGROUND OR EMBEDDED IN STRUCTURE WALLS.
5. CAREFULLY PROTECT ALL WALLS, TRIM, FLOORS, EQUIPMENT, UTILITY LINES AND MATERIALS. WHEN WORKING ON FINISHED SURFACES, LIMIT DAMAGE TO THE SMALLER AREA IF POSSIBLE AND RESTORE TO THE ORIGINAL CONDITION ALL SURFACES WHICH ARE DAMAGED BECAUSE OF THE INSTALLATION OF THIS WORK.
6. EQUIPMENT, MATERIALS AND SUPPLIES TEMPORARILY REMOVED FOR PROTECTION SHALL BE REPLACED IN ORIGINAL LOCATIONS. ANY MATERIALS DAMAGED SHALL BE REPLACED WITH NEW MATERIALS OF LIKE KIND AND QUALITY.
7. DEMOLITION WORK SHALL BE DONE IN A MANNER WHICH WILL NOT CAUSE UNNECESSARY INCONVENIENCE OR DANGER TO USERS OF THE PREMISES AND ADJACENT SITE, AND NOT INTERFERE WITH ITS OPERATION. ANY DEMOLITION WORK TO BE PERFORMED MUST BE PLANNED IN ADVANCE.
8. ON ALL DRILLING, CUTTING, ETC. REQUIRED TO DEMOLISH ELECTRICAL WORK AS INDICATED OR PROVIDE BLANK COVER PLATE ON ALL OUTLETS EXPOSED BY REMOVAL OF FIXTURE OF DEVICES.
9. RESEAL ALL PENETRATIONS OR OPENING THROUGH WALLS, CEILING, FLOORS, ETC., TO MAINTAIN THE RATING OF STRUCTURE.
10. CONTRACTOR SHALL VERIFY EXISTING CONDUIT/CONDUIT/CUR RUNS ON CIVIL DEMOLITION PLAN, SHEET C101, REUSE AS REQUIRED AND REMOVE ALL UNUSED CONDUIT/CONDUIT/CONDUIT, REMOVE ALL CONDUIT/CONDUIT/CONDUIT OF WORK LINE LIMIT, AT EACH END OF FEEDER, TAG AND ABANDON CONDUIT, DOCUMENT ALL DEMOLITIONS ON AS-BUILT'S, REMOVE ALL CONDUIT/CONDUIT/CONDUIT BACK TO SOURCE (VERIFY WITH OWNER) UNUSED CONDUIT IN INACCESSIBLE LOCATIONS (WALLS TO REMAIN) CAN BE ABANDONED IN PLACE.
11. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDUIT/WIRING RUNS, REUSE AS REQUIRED AND REMOVE ALL UNUSED CONDUIT/WIRING, UNUSED CONDUIT IN INACCESSIBLE LOCATIONS (WALLS TO REMAIN) CAN BE ABANDONED IN PLACE. REMOVE UNUSED WIRING.
12. CONTRACTOR TO VERIFY CIRCUIT NUMBER AND LOADS FOR ALL EXISTING EQUIPMENT PRIOR TO INSTALLATION OF NEW OR RELOCATED ELECTRICAL EQUIPMENT. REASSIGN CIRCUITS AND LOADS ACCORDINGLY. PROVIDE COMPLETE "AS BUILT" DRAWINGS AND TYPEWRITTEN DIRECTORIES FOR PANELS.
13. WHEN NECESSARY TO SHUT OFF UTILITY SERVICES OR CAUSE INTERRUPTION TO POWER OR SIGNAL SYSTEMS WHILE A BUILDING IS OCCUPIED OR THAT EFFECT ADJACENT BUILDINGS, SCHEDULE OUTAGES OR INTERRUPTIONS WITH THE OWNER, BUILDING OCCUPANTS AND/OR ADJACENT BUILDING OWNER(S) AND OCCUPANTS PRIOR TO CONDUCTING OUTAGE(S) OR INTERRUPTIONS.

THE ELECTRICAL CONTRACTOR (EC) SHALL INCLUDE AND PROVIDE IN BID ALL LABOR AND MATERIALS NECESSARY FOR A COMPLETE AND OPERATIONAL INSTALLATION OF ALL ELECTRICAL SYSTEMS.

2. EC SHALL COORDINATE AND OBTAIN ALL APPROVALS, PERMITS, AND DOCUMENTS FROM REGULATORY AGENCIES AND UTILITY COMPANIES.

3. ALL CONDUIT RACEWAY SYSTEMS ARE TO BE INSTALLED AS FOLLOWS:

A. RIGID GALVANIZED STEEL IS TO BE INSTALLED IN ALL AREAS WHICH ARE EXPOSED TO WEATHER AND/OR PHYSICAL DAMAGE.

B. FLEXIBLE METALLIC CONDUIT IS PERMITTED FOR SHORT CONNECTIONS TO LIGHT FIXTURES (6'-0" MAX).

C. FLEXIBLE CONDUIT SHALL ALSO BE INSTALLED FOR EQUIPMENT REQUIRING VIBRATION ISOLATION AND HORIZONTAL RUNS IN WOODEN OR STUD WALLS. ELECTRICAL METALLIC TUBING (EMT) WITH COMPRESSION TYPE FITTINGS SHALL BE USED FOR BUILDING INTERIOR WORK.

D. PVC CONDUIT SHALL BE USED FOR UNDERGROUND CONDUITS. ROUTE CODE SIZED GROUND WIRE INSIDE OF CONDUIT. CONDUIT RISERS AND STUBS ABOVE GRADE SHALL BE 1/2" I.M.C. WITH HALF-LAPPED TAP COVERING OR PVC COATING AND UTILITY COMPANIES.

4. UNLESS OTHERWISE NOTED OR REFERENCED ON THE DRAWINGS ALL NEW ELECTRICAL WIRING IS TO BE 600V RATED COPPER WITH TYPE "THHN/THWN" INSULATION.

5. ALL MOUNTING HEIGHTS REFERENCED ON DRAWINGS ARE MEASURED FROM FINISHED FLOOR UNLESS OTHERWISE REFERENCED OR INDICATED ON THE DRAWINGS.

6. ALL ELECTRICAL EQUIPMENT LOCATIONS (LIGHTING, RECEPTACLE, FLOOR BOX, ETC.) ARE TO BE VERIFIED WITH THE ARCHITECT AND/OR EQUIPMENT SUPPLIER PRIOR TO BEGINNING ANY ROUGH-IN.

7. ALL LIGHTING FIXTURES SHALL BE MOUNTED AND SUPPORTED IN ACCORDANCE WITH OSHA STANDARDS, AND ALL STATE, LOCAL, SEISMIC AND CALIFORNIA ELECTRIC CODES.

8. THE DRAWINGS INCLUDED IN THIS DOCUMENT SET ARE DIAGRAMMATIC. THEY ARE REPRESENTATIVE OF THE ENGINEER OF RECORDS DESIGN INTENT. ALL ELECTRICAL DEVICES/EQUIPMENT AND ALL INDIVIDUAL POWER FEEDS THEY ARE TO BE CONNECTED TO, THE SELECTED EC SHALL BE RESPONSIBLE FOR PROVIDING ALL J-BOXES, CONDUIT, WIRING/CABLING, ETC. AS REQUIRED FOR A COMPLETE AND OPERATIONAL ELECTRICAL INSTALLATION.

9. ALL ELECTRICAL EQUIPMENT (PANELS, RECEPTABLES, J-BOXES, ETC.) SHALL BE WEATHERPROOF AND/OR INSTALLED IN A NEMA 3R ENCLOSURE WHERE APPLICABLE OR INSTALLED OUTDOORS.

10. ALL ELECTRICAL WORK SHALL BE PERFORMED ACCORDING TO STATE, LOCAL, NATIONAL, AND DISTRICT STANDARDS AND CODES. COORDINATE SPECIFIC REQUIREMENTS WITH DISTRICT STANDARDS AND AUTHORITY HAVING JURISDICTION.

11. ALL ELECTRICAL EQUIPMENT SHALL BE NEW AND IS TO BE CLEARLY LABELED/IDENTIFIED AS UNDERWRITER LABORATORIES (UL) COMPLIANT UNLESS OTHERWISE NOTED OR REFERENCED IN THE DRAWINGS OR SPECIFICATIONS.

12. EC IS RESPONSIBLE FOR SECURING ALL REQUIRED BUILDING PERMITS AND SHALL INCLUDE THE COST TO SECURE BUILDING PERMITS IN THEIR FINAL BID.

13. UNLESS OTHERWISE WRITTEN, STATED, OR REFERENCED IN DRAWINGS OR SPECIFICATIONS CONTRACTOR SHALL GUARANTEE THE COMPLETE ELECTRICAL INSTALLATION FOR A PERIOD OF 1-YEAR.

14. ALL ELECTRICAL DISTRIBUTION EQUIPMENT (PANELS, DISTRIBUTION BOARDS, TRANSFORMERS, ETC.) FEEDERS (CONDUIT, CONDUCTOR SIZE, AND QUANTITY), MECHANICAL EQUIPMENT, ELEVATORS, VARIABLE FREQUENCY DRIVES (VFD'S), ETC. MAY ONLY BE REFERENCED ON THE SINGLE-LINE DRAWING AND NOT INDIVIDUAL PANEL SHEETS. EC SHALL REVIEW AND VERIFY ALL REFERENCED INFORMATION ON THE SINGLE-LINE DRAWING.

15. EC SHALL BE RESPONSIBLE FOR ALL REQUIRED SAW-CUTTING, CORE DRILLING, PATCHING, REFINISHING, ETC. AS REQUIRED FOR THE INSTALLATION OF ELECTRICAL EQUIPMENT. ANY PENETRATIONS OR OPENINGS MADE IN WALLS OR STRUCTURES SHALL BE PATCHED AND/OR SEALED AS REQUIRED TO MAINTAIN THE INTEGRITY AND/OR RATING OF THE WALL OR STRUCTURE.

16. EC SHALL VISIT THE SITE PRIOR TO SUBMISSION OF THEIR FINAL BID TO VERIFY ALL EXISTING SITE CONDITIONS WHICH MAY AFFECT THE COMPLETION OF THE ELECTRICAL INSTALLATION. ALL METHODS AND REQUIREMENTS FOR INSTALLATION SHALL BE DETERMINED PRIOR TO BID DATE. ELECTRICAL EC SHALL NOTIFY THE ENGINEER OF RECORD OF ANY REQUIRED MODIFICATIONS WHICH ARE NOT REFERENCED ON THE BUILDING ELECTRICAL PLANS. SUBMITTAL OF THE EC'S BID DEMONSTRATES THE CONTRACTOR'S AWARENESS OF ALL SITE CONDITIONS AND REQUIRED WORK TO BE PERFORMED.

17. ALL CEILINGS AND CEILING SYSTEMS AS A RULE ARE CONSIDERED TO BE INACCESSIBLE. ALL ELECTRICAL DEVICES AND EQUIPMENT INSTALLED ABOVE CEILINGS ARE TO BE MOUNTED IN A LOCATION WHICH IS ACCESSIBLE. IN SITUATIONS WHERE ELECTRICAL DEVICES AND EQUIPMENT MUST BE INSTALLED IN AN AREA WHICH IS INACCESSIBLE, EC SHALL INSTALL AN ADEQUATELY SIZED, CODE COMPLIANT ACCESS PANEL AS REQUIRED BY CURRENT CODES. LOCATION OF THE REQUIRED ACCESS PANEL SHALL BE COORDINATE WITH THE ARCHITECT AND INTERIOR DESIGNER PRIOR TO ROUGH-IN.

18. EC IS RESPONSIBLE FOR COMPLETING ALL FINAL ELECTRICAL CONNECTIONS TO OWNER FURNISHED EQUIPMENT AND SHALL PROVIDE ALL MOTOR START SWITCHES, DISCONNECTS, ETC. AS REQUIRED.

19. ALL ELECTRICAL EQUIPMENT CONNECTIONS, MOUNTING LOCATIONS, ELECTRICAL REQUIREMENTS, ETC. ARE TO BE COORDINATED AND VERIFIED PRIOR TO COMMENCEMENT OF ELECTRICAL ROUGH-IN.

20. EC TO SUBMIT SHOP DRAWINGS FOR THE APPROVAL OF THE ELECTRICAL ENGINEER OF RECORD FOR ALL ELECTRICAL EQUIPMENT AND MATERIALS TO BE UTILIZED IN THE ELECTRICAL INSTALLATION. ALL APPROVALS BY THE ENGINEER OF RECORD MUST BE SECURED PRIOR TO COMPLETION OF ANY PURCHASE ORDERS OR ROUGH-IN WORK.

21. THESE ELECTRICAL DRAWINGS AND ASSOCIATED SPECIFICATIONS ARE TO BE CONSIDERED CONTRACT DOCUMENTS FOR AGENCY REVIEW/APPROVAL AND EC BIDDING PURPOSES.

22. THE COMPLETE ELECTRICAL SYSTEM SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. ALL POWER AND LIGHTING CIRCUITS SHALL BE INSTALLED WITH A MINIMUM #12AWG CU GROUND WIRE UNLESS OTHERWISE NOTED OR REFERENCED.

23. EC TO PROVIDE ENGRAVED PHENOLIC NAMEPLATES ON ALL DISCONNECT SWITCHES, DISTRIBUTION EQUIPMENT, J-BOXES ETC. WITH METALLIC COVERS. SEE GENERAL NOTES ON SINGLE-LINE DIAGRAM FOR SPECIFIC INFORMATION REGARDING NAMEPLATE REQUIREMENTS.

24. ELECTRICAL AND LIGHTING COVER PLATE COLOR, ENGRAVING AND LABELING PER SPECIFICATIONS.

25. AT THE COMPLETION OF THE PROJECT THE EC SHALL PROVIDE THE OWNER WITH A COMPLETE SET OF AS-BUILT ELECTRICAL DRAWINGS.

26. ANY AND ALL WORK THAT REQUIRES AN INTERRUPTION TO A BUILDING(S) ELECTRICAL SERVICE MUST BE COORDINATED WITH THE DISTRICT A MINIMUM OF 48 HOURS IN ADVANCE. ANY SERVICE DOWNTOWN SHALL NOT OCCUR DURING SCHOOL HOURS.

27. EC SHALL BE RESPONSIBLE FOR ENSURING THAT ALL LOW VOLTAGE SYSTEMS ARE COMPATIBLE AND ARE COMPLETE AND OPERATIONAL.

28. EC SHALL PERMANENTLY TAG ALL CONDUCTORS IN EACH ELECTRICAL AND LOW VOLTAGE SYSTEM AS REFERENCED IN THE SPECIFICATIONS.

29. EC SHALL PERMANENTLY EXPOSED CONDUIT IN VIEW OF THE PUBLIC SHALL BE PAINTED TO MATCH THE FINISH OF THE SURFACE TO WHICH IT IS MOUNTED WITH TWO (2) COATS OF PAINT. ALL EXTERIOR SURFACE MOUNTED EXPOSED CONDUITS ARE TO BE PAINTED WITH TWO (2) COATS OF WEATHERPROOF LATEX PAINT.

30. EC TO PROVIDE ALL CONDUIT ONLY (C.O.) INFRASTRUCTURE WITH A 3/16" NYLON PULL ROPE. LABEL PULL ROPE AT EACH END WITH THE LOCATIONS OF ORIGIN AND TERMINATION.

31. IN INSTANCES WHERE A CONFLICT BETWEEN THE ELECTRICAL DRAWINGS AND THE SPECIFICATIONS FOR THE PROJECT EXISTS, THE EC SHALL ADHERE TO THE MORE STRINGENT REQUIREMENT.

32. ELECTRICAL DRAWINGS ARE DIAGRAMMATIC. AS SUCH, ALL ELECTRICAL EQUIPMENT LOCATIONS, CONDUIT ROUTING, ETC. ARE NOT PRECISE AND SHALL BE COORDINATED, VERIFIED, AND DETERMINED IN THE FIELD. EC TO INSTALL ALL ELECTRICAL EQUIPMENT AND ROUTE ALL CONDUITS IN LOCATIONS WHICH MEET CODE REQUIREMENTS FOR ACCESSIBILITY/MOUNTING AND NOT INTERFERE WITH ANY BUILDING STRUCTURES, UTILITIES, OR OTHER TRADE EQUIPMENT.

33. ALL EXISTING SITE RELATED ELECTRICAL EQUIPMENT (I.E. UNDERGROUND UTILITIES, DUCTS, STRUCTURES, PULL BOXES, ETC.) LOCATIONS ARE DIAGRAMMATIC IN NATURE AND ONLY REFLECT APPROXIMATE LOCATIONS, QUANTITIES, AND/OR ROUTING INFORMATION. ALL REFERENCED INFORMATION HAS EITHER BEEN SURVEYED, REPORTED BY THE OWNER/OWNERS REP, AND/OR REFERENCED ON AN AS-BUILT RECORD DOCUMENTS. ALL EXISTING ELECTRICAL EQUIPMENT REFERENCED D ON THESE DRAWINGS IS TO BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK. BY ACCEPTING THESE PLANS OR PROCEEDING WITH ELECTRICAL SCOPE OF WORK, EC AGREES TO ACCEPT LIABILITY AND SHALL RENDER THE ENGINEER OF RECORD HARMLESS FOR ANY ELECTRICAL EQUIPMENT NOT REPORTED TO THE ENGINEER DURING THE DESIGN PROCESS. THE CONTRACT TO TAKE THE REQUIRED PRECAUTIONARY MEASURES TO ENSURE ALL EXISTING ELECTRICAL EQUIPMENT IS PROTECTED IN PLACE.

34. ANY EXISTING BUILDING AS STRUCTURES OR SURFACES DAMAGED BY DEMOLITION OR REMOVING INSTALLATION ACTIVITIES SHALL BE REPAIRED, PATCHED, AND/OR REFINISHED TO THE SATISFACTION OF THE OWNER.

35. ALL EXISTING ELECTRICAL EQUIPMENT INDICATED TO BE DEMOLISHED SHALL BE DEMOLISHED ENTIRELY AND ALL AFFECTED SURFACES OR STRUCTURES SHALL BE REPAIRED, REPLACED, AND/OR REFINISHED TO MATCH THE ADJACENT SURFACES OR DAMAGED ITEM(S).

36. FOR CLARITY ONLY RECONSTRUCTION OR NEW WORK RELATED ELEMENTS AND SELECT EXISTING FACILITIES SPECIFICALLY REQUIRING COORDINATION WITH ANY NEW WORK.

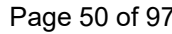
37. ALL CONDUITS, BOXES, SURFACE MOUNTED RACEWAYS, SUPPORT DEVICES, AND ASSOCIATED FITTINGS SHALL BE MOUNTED IN CONCEALED LOCATIONS ABOVE CEILINGS, DUCTS, TRUSSES, BEAMS, ETC. IN AREAS WHERE A CONCEALED MOUNTING LOCATION IS NOT AVAILABLE EQUIPMENT SHALL BE PAINTED TO MATCH THE ADJACENT SURFACES.

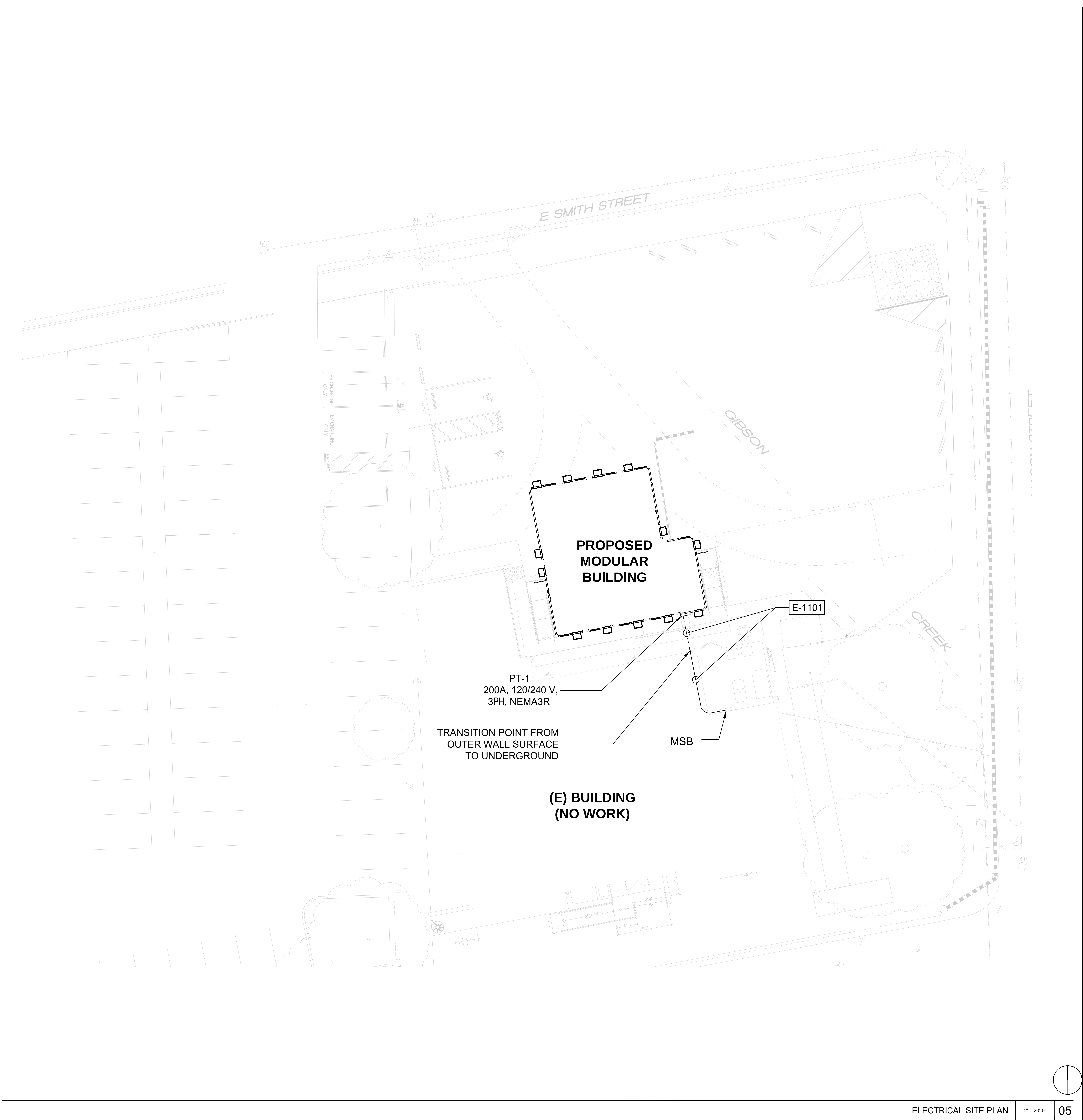
38. ANY PENETRATIONS BY CONDUITS OR OTHER ELECTRICAL EQUIPMENT THROUGH A FIRE RATED WALL - WHETHER EXISTING OR NEW - SHALL MAINTAIN THE APPROPRIATE FIRE RATING BY SEALING THE PENETRATION WITH THE APPROPRIATE UL-LISTED FIRE-STOP MATERIAL/SYSTEM.

39. ELECTRICAL CONTRACTOR SHALL PREPARE AND SUBMIT THE FOLLOWING CALIFORNIA ENERGY COMMISSION T-24 CERTIFICATE OF ACCEPTANCE LTG-1-A, PARTS 1, 2 & 3. LIGHTING CONTRACT, LTG-2-A, AND/OR AUTOMATIC DAYLIGHTING CONTROL, LTG-3-A, AS THEY APPLY TO THE PROJECT. THE DEPARTMENT PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.

40. LEED COMMISSION NOTE: ELECTRICAL CONTRACTOR TO COORDINATE AND PROVIDE ASSISTANCE FOR COMPLETE COMMISSIONING OF ALL SYSTEMS IDENTIFIED IN COMMISSIONING AGENTS DOCUMENTS, INCLUDING BUT NOT LIMITED TO LIGHTING CONTROLS, ELECTRONIC METERING, ETC.

1. ALL INFORMATION REFERENCED IS PRELIMINARY IN NATURE AND DOES NOT REPRESENT FINAL DESIGN DOCUMENTS. ALL INFORMATION AND REQUIREMENTS RELATIVE TO UTILITY INFRASTRUCTURE SHALL BE COORDINATED, VERIFIED, AND INSTALLED PER FINAL UTILITY COMPANY DESIGN DOCUMENTS.
2. ROUTING OF ALL CONDUIT SHALL BE COORDINATED IN THE FIELD AND CONFIRMED BY ENGINEER AND ARCHITECT.
3. COORDINATE ALL CONDUIT ROUTING, ELECTRICAL DEVICE LOCATIONS, PULL BOX LOCATIONS, ETC. WITH LANDSCAPE PLANTING PLANS TO AVOID CONFLICTS WITH TREES, SHRUBS, ETC.
4. ALL CONDUCTOR AND CABLE RUNS ARE TO BE CONTINUOUS. NO CONDUCTORS OR LOW VOLTAGE CABLEING TO BE INSTALLED AS PART OF INCREMENT ONE. ALL CONDUCTORS AND LOW VOLTAGE CABLEING TO BE INSTALLED AS PART OF INCREMENT TWO AND TERMINATED INSIDE OF THE BUILDING.
5. ALL CONDUIT SHALL BE PROVIDED WITH PROPERLY SIZED PULL STRING PER UTILITY COMPANY STANDARDS.
6. ALL EQUIPMENT MOUNTED OUTDOORS SHALL BE INSTALLED IN A WEATHERPROOF NEMA 3R ENCLOSURE.
7. SEE ARCHITECTURAL/LANDSCAPE ARCHITECTURAL PLANS FOR EXACT LOCATIONS FOR FIXTURES, PULLBOXES, MANHOLES, OTHER ELECTRICAL DEVICES, ETC. COORDINATE ALL UNDERGROUND STRUCTURES AND CONDUIT ROUTING WITH LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN TO ENSURE THAT SUCH ITEMS ARE NOT PLACED IN CRITICAL LANDSCAPE PLANTING/HARDSCAPE AREAS.
8. PROVIDE CONCRETE ENCASEMENT FOR ALL TRENCHES WITH MORE THAN THREE (3) CONDUITS. ALL UTILITY CONDUIT SHALL BE ENCASED PER UTILITY COMPANY REQUIREMENTS.





KEYNOTES	
E-1101	FEEDER SIZING SHOWN ON SHEET E4.01.

LPA

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DRAWINGS ARE FOR SITE
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NEW LIFE CLINIC EXPANSION

280 EAST STANDLEY STREET
UKIAH, CA 95482
Developed for
ONE TOGETHER SOLUTIONS, LLC

Revision	Date

Submittal	Date

Project Number	30953
Date Published	04/30/24
Checked By	SB
Scale	1/8" = 1'-0"

ELECTRICAL
SITE PLAN

LEASE AGREEMENT

Between

THE CITY OF UKIAH, CALIFORNIA

AS LANDLORD

and

NEW LIFE,LLC

d/b/a

NEW LIFE CLINIC

AS TENANT

LEASE AGREEMENT

This Lease Agreement (this "*Lease*"), dated this ____ day of _____, 2020, is made by and between the CITY OF UKIAH, California, whose address is 300 Seminary Avenue, Ukiah, CA 95482 ("*Landlord*"), and NEW LIFE, LLC, dba NEW LIFE CLINIC ("*Tenant*"), a limited liability company formed under the laws, and a governmental subdivision, of the Pinoleville Pomo Nation, a federally recognized Indian tribe, whose address is 500 B Pinoleville Drive, Ukiah, California, 95482.

ARTICLE I PREMISES

1.1 Premises. On the terms and subject to the conditions described in this Lease, Landlord does hereby lease unto Tenant certain space (the "*Premises*") identified on the Lease Summary Page (attached hereto as Exhibit A) consisting of the rentable square footage described therein and located at the building address described therein in Ukiah, California (the "*Building*," or the Building and land sometimes referred to as the "*Property*"). The Property and any work to be performed there by Tenant is also sometimes referred to herein as the "*Project*."

1.2 Acceptance of Premises; Condition. Tenant shall accept delivery of the Premises in its "as is" condition on the Commencement Date (including, without limitation, the condition of the Project, Building, the fixtures and all improvements located on the Property), except for those conditions listed on the Lease Summary Page, which Landlord shall remedy to Tenant's reasonable satisfaction prior to the Commencement Date (defined below). No representation, statement or warranty is or has been made (expressed or implied) by Landlord or on behalf of Landlord as to the condition of the Premises, the Project, the Building, the fixtures or any improvements located on the Property, or as to the use that may be made of the same by Tenant or otherwise. In no event shall Landlord be liable for any defect in the condition of the Premises, the Project, the Building, the fixtures or any improvements located on the Property, or for any limitation on the use of the Premises, the Project, the Building, the fixtures or any improvements located on the Property.

ARTICLE 2 TERM

2.1 Commencement Date. Except as otherwise provided herein, the effectiveness of this lease shall commence upon full execution by the parties and satisfaction of any contingencies to effectiveness, if any. The Term of this Lease shall commence on the date on which the Premises is delivered to Tenant (the "*Commencement Date*").

2.2 Term. The initial Term of this Lease shall be for the period set forth on the Lease Summary Page and shall begin at noon on the Commencement Date and end at noon on the last day of the sixtieth (60th) full calendar month following the Commencement Date. For the purposes of establishing the dates of increases in the Rent, a "*Lease Year*" shall be the twelve (12) month period commencing on the Commencement Date (or if the Commencement Date is not the first day of the month, commencing on the first day of the month immediately following the Commencement Date) and each anniversary of such date thereafter.

2.3 Rent Commencement. Tenant's obligation to pay Additional Rent (as defined below) shall commence on the Commencement Date. Tenant's obligation to pay Base Rent (as defined below) shall commence on the sooner to occur of: (a) Tenant's opening for business; or (b) one hundred twenty (120) days after the Commencement Date. Tenant will be solely responsible for obtaining all permits required to enable it to operate in the Premises for the Permitted Use (as set forth on the Lease Summary Page) throughout the Lease Term at its sole cost and expense. Tenant shall within fifteen (15) days after the latter of (1) Landlord's execution of this Lease, or (2) Landlord's approval of the plans for Tenant's Work (addressed below), submit all applications and materials necessary to process and obtain Tenant's permits. Tenant agrees to use its best efforts to obtain Tenant's permits by the date that is one hundred twenty (120) days following the mutual execution of this Lease.

2.4 Anticipated Commencement Date. The Anticipated Commencement Date is currently May 1, 2020. Subject to Landlord's rights to adjust the Commencement Date as set forth below, Landlord shall deliver the Premises to Tenant on the Anticipated Commencement Date. Landlord shall provide Tenant with prompt written notice of any anticipated change in the Anticipated Commencement Date.

ARTICLE 3 RENT

3.1 Base Rent. Tenant agrees and covenants to pay to Landlord as Base Rent, without prior notice of demand, and without any deduction or setoff whatsoever, as "Base Rent," the sum set forth on the Lease Summary Page. Tenant shall pay to Landlord the Base Rent in equal monthly installments, in advance, on the first day of each month during the Term of this Lease, without notice, demand, deduction or offset (except as may otherwise be expressly provided in this Lease). The obligations of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. In the event that the Rent Commencement Date is a date other than the first day of a month, the Base Rent for the first month shall be prorated based on a thirty (30) day month and paid on the Rent Commencement Date. Said rental shall be paid to Landlord at its address shown on the Lease Summary Page, or to such other person or at such other place as Landlord may from time to time designate in writing.

3.2 Periodic Adjustment. The Base Rent shall be adjusted annually as stated on the Lease Summary Page.

3.3 Additional Rent. Tenant covenants and agrees to pay, as Additional Rent, all costs and expenses relating to the Premises, including utilities, maintenance and repair thereof per Article 7; and all other costs and expenses which Tenant is obligated to pay under this Lease (collectively, "*Additional Rent*").

3.4 [reserved]

3.5 Taxes and Insurance.

3.5.1 Estimation of Operating Expenses. Landlord will deliver to Tenant a written estimate of Operating Expenses. "*Operating Expenses*" as used in this Section 3.5

includes property taxes and assessments (Article 12), and premiums paid by Landlord for insurance (Article 10) attributable to the Premises. The estimated Operating Expenses for the calendar year 2020 are as set forth in the Lease Summary Page.

3.6 (reserved)

3.7 Rent. The Base Rent together with any annual adjustments and Additional Rent shall be referred to herein as the "*Rent*." Any delay or failure of Landlord to compute or bill for such annual adjustment to the Rent shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such adjustment.

3.8 Lease a Net Lease. It is the intent of the parties that the Base Rent provided in this Lease shall, subject to the express terms hereof, be a net payment to Landlord; that, except as otherwise expressly provided herein, the Lease shall continue for the full Lease Term notwithstanding any occurrence preventing or restricting use and occupancy of the Premises, including any damage or destruction affecting the Premises, and any action by governmental authority (except Landlord) relating to or affecting the Premises; that the Base Rent shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease; that Landlord shall not bear any costs or expenses relating to the Premises or provide any services or do any act in connection with the Premises except as otherwise specifically provided in this Lease or required by applicable law.

ARTICLE 4 SECURITY DEPOSIT

4.1 Security Deposit. Tenant has deposited with Landlord the sum indicated on the Lease Summary Page as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within fifteen (15) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep this separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days after the expiration of the Lease Term and any extension thereof. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest, and upon such transfer Landlord shall then be released from any liability with respect thereto.

ARTICLE 5 USE

5.1 Use. Tenant shall use the Premises for the purposes as set forth on the Lease Summary Page and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

5.2 Compliance with Laws; Waste; Nuisance. Tenant covenants that it shall: (a) at its sole cost and expense, promptly comply with all applicable federal, state and local laws, statutes, rules, regulations, requirements, ordinances, codes and orders and all applicable industry codes, energy codes and standards, including, but not limited to, all environmental laws and regulations, now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the Tenant's specific use or occupancy of the Premises ("*Laws*"); (b) keep the Premises in clean, neat, and orderly condition, free of objectionable noise, odors, nuisances, and will in all respects, and at all times, fully comply with all health and policy regulations; (c) not suffer, permit, or commit any waste; (d) not suffer, permit, or commit, or permit any patron or invitee of Tenant to commit, any nuisance or unacceptable loitering on, about, or around the Premises; and (e) not use, suffer or permit any person(s) to use the Premises or any part thereof, or common elements (sidewalks, hallways, etc.), for conducting thereon any nuisance, distress, harassment, or illegal activity.

5.3 Insurance Rates. Other than use of the Premises for the purposes set forth on the Lease Summary Page, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering said Building or any part thereof or any of its contents.

ARTICLE 6 ALTERATIONS AND ADDITIONS

6.1 Alterations and Additions by Tenant. After completion of Tenant's Work, Tenant shall not make or suffer to be made any alterations, additions or improvements to the Premises or any part thereof (except routine maintenance, repairs, and replacements as may be necessary in the ordinary course) without first obtaining Landlord's written approval which shall not be unreasonably withheld, conditioned or delayed. All alterations, additions or improvements to be made by Tenant to the Premises, or any part thereof, shall be subject to the terms, conditions and processes set forth in the Work Letter attached to this Lease as Exhibit B. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Any alterations, additions or improvements to the Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture, equipment and trade fixtures, shall on the expiration of the Term become a part of the realty and belong to Landlord and shall be surrendered with the Premises, unless Landlord otherwise elects and notifies Tenant thereof at the time it provides approval of the subject alterations, additions or improvements. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, and shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as

absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Notwithstanding the foregoing, Tenant may, without Landlord's prior written consent, make cosmetic alterations to the Premises so long as such alterations: (i) cost less than \$50,000 in any given twelve month period, (ii) do not require permits from any governmental agency and (iii) do not affect building systems.

6.2 Removal. Tenant shall, on or before the last day of the Term, at Tenant's sole cost and expense, remove any alterations, additions, or improvements made which have been designated by Landlord to be removed as set forth in Section 6.1 above, and repair any damage to the Premises caused by such removal.

6.3 Liens. Tenant covenants and agrees not to permit or suffer, and to cause to be removed and released, any mechanic's, materialmen's or other lien on account of supplies, machinery, tools, equipment, labor or material furnished or used in connection with the construction, alteration, improvement, addition to or repair of the Premises by, through or under Tenant. At least fifteen (15) days prior to any alterations, additions or improvements, Tenant shall provide written notice to Landlord of the date of commencement of same. Prior to the commencement of any alterations, additions or improvements, Tenant shall comply with Civil Code Section 8444, including by giving a Notice of Owner's Non-Liability in the form attached hereto as Exhibit C, or in such other form as Landlord may from time to time require in writing, to the construction contractor and any subcontractors by any of the following means:

(a) Personal delivery.

(b) Mail in the manner provided in Section 8110.

(c) Leaving the notice and mailing a copy in the manner provided in Section 415.20 of the Code of Civil Procedure for service of summons and complaint in a civil action.

Tenant shall also (1) post in conspicuous locations as directed by Landlord and maintain on the Premises and Building Notices of Owner's Non-Liability and (2) record the Notice of Owner's Non-Liability in the Official Records of Mendocino County.. Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided that Tenant shall give to Landlord such security as may be reasonably requested by Landlord to insure the payment of any amounts claimed, including interest and costs, and to prevent any sale, foreclosure or forfeiture of any interest in the Property on account of any such lien, including, without limitation, bonding, escrow or endorsement of the title insurance policy of Landlord and any holder of a mortgage or deed of trust encumbering the Property. If Tenant so contests, then on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with interest and costs, and will cause the lien to be released and any judgment satisfied.

ARTICLE 7 MAINTENANCE

7.1 Maintenance by Tenant Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and every part thereof not expressly set forth as Landlord's obligation hereunder, including, but not limited to, all partitions, doors, signs, plate glass, fixtures (including

fluorescent lighting fixtures, tubes, and ballasts), business equipment, and appurtenances thereof, in good condition and repair, including periodic painting. Tenant's obligations include contracting and paying separately for all janitorial services required for or supplied to the Premises and all medical waste or biohazard storage, removal and disposal services. Except as specifically provided in this Lease (e.g., pursuant to Landlord's Work as discussed in the Lease Summary Page), Landlord shall have no obligation whatsoever to alter, remodel, improve, maintain, repair, decorate or paint the Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises or the Building except as specifically herein set forth.

7.2 Maintenance by Landlord. Landlord shall repair and maintain the roof, plumbing to the point it enters the Premises, air conditioning (excluding duct work performed by Tenant), life safety (excluding any portion altered by Tenant as contemplated under Exhibit B, and excluding any fire alarms installed as a result of Tenant's specific use), heating and ventilation (excluding duct work performed by Tenant), mechanical and electrical systems (to the point it enters the Premises), common facilities and areas, garage, and parking areas, and the structural components of the Premises and the Building. "Structural components" shall mean exterior walls, slab-floor and foundation. If Landlord is required, however, to make structural repairs by reason of willful misconduct or negligent acts or omissions of Tenant or any person present on the Premises at the request of or for the benefit, direct or indirect, of Tenant, Tenant shall pay Landlord's cost for making such repairs, plus ten percent (10%) for overhead immediately upon presentation of a bill therefor. Failure of Tenant to pay such amount within ten (10) business days after presentment shall constitute a material default hereunder. Landlord's obligation to maintain as set forth above shall not include any supplemental air conditioning required for or supplied to the Premises or any plumbing included in Tenant's Work.

7.3 Landlord's Right to Cure. If Tenant refuses or neglects to repair the Premises or property as required hereunder to the reasonable satisfaction of Landlord within ten (10) days after written demand (or immediately in the event of an emergency), Landlord may make such repairs without liability on its part to Tenant for any loss or damage that may accrue to Tenant's merchandise, personal property, fixtures, equipment or leasehold improvements or to Tenant's business by reason thereof. Tenant shall pay Landlord's cost for making such repairs, plus ten percent (10%) for overhead immediately upon presentation of a bill therefor.

7.4 Overload. Tenant shall not install any electrical equipment that overloads the wiring panels, etc., in the Premises. Tenant shall make at its own expense whatever changes are necessary to relieve any overload condition and to comply with the requirements of the insurance underwriters or the governmental authorities having jurisdiction.

7.5 Tenant's Use of Mechanical System. Tenant shall not, at any time during the Lease Term or during its possession of the Premises, use any mechanical systems or structural components (e.g., plumbing, heating, demising partitions) in such a manner as to intentionally or negligently cause damage thereto. Tenant shall be responsible for, and shall reimburse Landlord for any cost or expenses associated with Tenant's breach of this provision.

ARTICLE 8 ASSIGNMENT AND SUBLETTING

8.1 Assignment Prohibited. Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, or change the membership or ownership of Tenant or the organization of Tenant as a limited liability company without first obtaining Landlord's written consent, which Landlord may not unreasonably withhold, condition or delay. Tenant will pay to Landlord, as Additional Rent, all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that Landlord incurs in connection with any requested assignment, sublease or other transfer, including a change in the ownership or organization of Tenant.

8.2 Consent Required. Any assignment or subletting or other change subject to Section 8.1 without such consent shall be void. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by any other person.

8.3 Landlord's Rights in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, as currently owned and organized, Landlord may collect Rent from such assignee or other party, and apply the amount collected to the Rent reserved hereunder, but such collection and application shall not constitute a consent to or waiver of the necessity of consent to such assignment, subleasing or other transfer, nor shall such collection and application constitute the recognition of such assignee, sublessee, or other party as the tenant hereunder. In the event that Landlord shall consent to an assignment or sublease hereunder, Tenant shall pay to Landlord reasonable costs for the processing of such assignment or sublease requiring Landlord's consent.

ARTICLE 9 INDEMNIFICATION

9.1 Tenant Indemnification. Tenant agrees to defend, pay, indemnify and hold harmless (collectively, "Indemnify") Landlord against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind (collectively, "Claims") arising from Tenant's use and/or occupancy of the Premises or from any activity, work, or other thing done, permitted or suffered by Tenant in or about the Building, and shall further Indemnify Landlord against and from any and all Claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from any and against all costs, attorneys' fees, expenses and liabilities incurred in or about any such Claim or any action or proceeding brought thereon, and, in any case, action or proceeding be brought against Landlord by reason of any such Claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Notwithstanding the foregoing, Tenant shall not be required to Indemnify Landlord for any Claim caused by the gross negligence or willful misconduct of Landlord. Tenant hereby waives all claims against Landlord for damage to

property or injury to persons in or upon the Premises, from any cause other than the gross negligence or willful misconduct of Landlord.

ARTICLE 10 INSURANCE

10.1 Insurance.

10.1.1 Tenant's Liability Insurance. Tenant shall comply with the insurance requirements in the attached Exhibit A, Insurance Requirements for Lessees (No Auto Risk).

10.1.2 Casualty Insurance. Landlord covenants and agrees to obtain and keep in full force and effect during the Lease Term, casualty insurance as hereinafter defined. Casualty insurance shall mean property insurance or equivalent coverage through a pooled risk joint powers authority, including "special causes of loss" coverage with respect to the Property, in an amount equal to the full replacement cost thereof, with coinsurance clauses of no less than ninety percent (90%), and with coverage, at Landlord's option, by endorsement or otherwise, for all risks, vandalism and malicious mischief, sprinkler leakage, boilers, and rental loss and with a deductible in the amount for each occurrence as Landlord, in its sole discretion, may determine from time to time. Casualty insurance obtained by Landlord need not name Tenant as an insured party and may, at Landlord's option, name any mortgagee or holder of a deed of trust as an insured party as its interest may appear. Tenant shall be responsible for obtaining, at Tenant's option, cost and expense, insurance coverage for personal property and leasehold improvements of Tenant and for business interruption of Tenant.

10.1.3 Landlord's Liability and Loss of Rents Insurance. Landlord may procure and maintain commercial general liability insurance for injuries or damage with respect to the ownership, operation, and use of the Property, in such coverage and amounts as from time to time may be deemed appropriate by Landlord. Landlord may also procure loss of rents insurance with respect to the Premises in an aggregate amount equal to not more than twelve (12) times the sum of the monthly requirement of Base Rent.

ARTICLE 11 UTILITIES

11.1 Services and Utilities. Landlord shall, at Landlord's sole cost and expense, provide the utility connections specified in the Work Letter stubbed into the Premises. Tenant shall be solely responsible for distribution of the utilities and all consumption costs of said utilities unless otherwise expressly set forth in the Work Letter. Tenant covenants and agrees to contract in Tenant's own name and to pay all charges for interior janitorial service, water, sewage, disposal, storm drainage fees, gas, electricity, light, heat, power, telephone or other utility services used, rendered or supplied to or for the Premises. Any and all tap fees, EDU fees, meter fees (except as expressly set forth in the Work Letter), fixture fees, connection fees, impact fees, system development fees or other similar fees relating to the utilities to be used at the Premises shall be paid by the Tenant.

ARTICLE 12 PROPERTY TAXES

12.1 Taxes. The parties acknowledge that Landlord is a general law municipal corporation which is exempt from ad valorem real property taxes on real property it owns which is located within the city limits. The Leased Premises is City owned property. Tenant shall pay and discharge all possessory interest taxes on its leasehold interest in the Leased Premises and any and all personal property or business inventory taxes (if any) which are levied, assessed, imposed or charged upon its personal property (including, but not limited to, leasehold improvements, equipment, furniture, fixtures and personal property located in the Premises) or which arise out of or result from the activities carried on by Tenant upon the Premises. Such taxes shall be paid by Tenant promptly when due, provided that Tenant reserves the right, at its own cost and expense, to contest any taxes or assessments which it deems to be improper or unreasonable. Tenant covenants and agrees to pay, as Additional Rent, the taxes it is responsible for paying under this Section 12.1.

ARTICLE 13 ENTRY BY LANDLORD

13.1 Entry By Landlord. Landlord reserves and shall at any and all reasonable times have the right upon 24 hours' advance written notice (or no notice in the event of an emergency) to enter the Premises, inspect the same, perform any obligations of Tenant that Tenant has failed to perform hereunder, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve or repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonable as required by the character of the work to be performed, always providing that the entrances, exits, parking spaces and lots, and other critical areas a part of or connected to the Premises shall not be blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Provided Landlord's access is in accordance with this Section 13.1, Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof Landlord shall use commercially reasonable efforts to avoid making repairs to the Premises between the hours of 5:00 a.m. and 12:00 p.m.

ARTICLE 14 RECONSTRUCTION

14.1 Insured Casualty. In the event the Premises or the Building of which the Premises are a part are damaged by fire or other perils covered by the casualty insurance required pursuant to

Section 10.1.2 hereof, Landlord agrees to forthwith repair the same to the extent that proceeds of casualty insurance are available therefor; and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of Rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall materially interfere with the business carried on by Tenant in the Premises. Any reduction in Rent shall end five (5) days after notice by Landlord to Tenant that the Premises have been repaired. If the time estimated to repair the damage by Landlord's licensed and reputable general contractor exceeds 360 days, either Landlord or Tenant may terminate this Lease effective as of the date such opinion is given.

142 Non-Insured Casualty. In the event the Premises or the Building of which the Premises are a part are damaged as a result of any cause other than the perils covered by casualty insurance, Tenant shall have the right, but not the obligation, to repair the same. Unless within ninety (90) days of the date the damage occurred ("Occurrence Date"), Tenant gives Landlord written notice of its intent to repair the damage, the Lease shall terminate. If Tenant gives a timely notice of its intent to repair the damage, Tenant shall make the repairs in accordance with Section 6.1. Within one hundred twenty (120) days of the Occurrence Date, Tenant must submit for Landlord's approval plans and specifications for making the repairs. Landlord shall approve or provide notice of the reasons for withholding approval of the plans and specifications within forty-five (45) days of their submission. Tenant shall make changes necessary to obtain Landlord's approval of the plans and specifications. Upon Landlord's approval of the plans and specifications, Tenant shall complete repairing the damage in accordance with the Landlord approved plans and specifications and all building permits issued for the repairs within three-hundred sixty (360) days of the Occurrence Date. If Tenant fails to complete the repairs by obtaining a final inspection and approval from the Building Official within said 360 days of the Occurrence Date, the Lease shall terminate. The time requirements in this Section 14.2 are subject to time extensions for unavoidable delays. A delay is unavoidable, if events or occurrences prevent a party's timely performance which event or occurrence is not within the reasonable control of the party and could not have been avoided or the delay reduced by the exercise of reasonable diligence by the party. The time shall be extended by the number of days that the unavoidable delay prevented timely performance. If the Tenant seeks additional time to perform based on an Unavoidable Delay, it must give the Landlord notice of the delay within ten (10) days of its occurrence and the number of additional days it will require to complete performance. Failure to file a timely notice of an Unavoidable Delay waives the right to a time extension.

143 Tenant Responsibility.

1431 Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor coverings, partitions, or any other property installed in the Premises by Tenant (collectively, "Tenant's Property").

1432 Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

14.3.3 If a fire or other casualty is the result of the willful misconduct or negligence of Tenant or failure to act of Tenant, its agents, contractors, employees or invitees, there will be no abatement of Rent as otherwise provided for in this Article.

ARTICLE 15 EMINENT DOMAIN

15.1 Eminent Domain. If a portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, such that there is not sufficient space left in the Premises for Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to such taking, then and in such event either party hereto shall have the right, at its option, to terminate this Lease, and Landlord shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If neither party elects to terminate as herein provided, or if the above-described termination threshold is not reached, then the Rent thereafter to be paid shall be equitably reduced. Tenant shall be entitled to seek directly from the condemning authority any claims Tenant might have as long as such claims do not reduce the award to Landlord.

ARTICLE 16 ENVIRONMENTAL

16.1 Definitions.

16.1.1 Hazardous Material. Hazardous Material means any substance:

16.1.1.1 which is or becomes defined as a "hazardous material," "hazardous waste," "hazardous substance," "regulated substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or

16.1.1.2 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous (including any medical waste, biological material, biohazard material or biohazard waste) and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

16.1.1.3 the presence of which on the premises causes or threatens to cause a nuisance upon the premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the premises; or

16.1.1.4 which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

16.1.15 which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

16.1.16 radon gas.

16.1.2 Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, those imposed by the Occupational Safety and Health Administration ("OSHA") or the state or local equivalent agency. Notwithstanding the general scope of the requirements of this Article 16, all Hazardous Materials must be stored, handled, used, transported and disposed of in accordance with all such OSHA regulations, rules, regulations and requirements and those of any applicable state or local agency.

16.1.3 Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' and witnesses' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, beneath the premises or migrating or threatening to migrate to or from the premises, or the existence of a violation of Environmental Requirements pertaining to the premises.

16.2 Tenant's Obligation to Indemnify, Defend and Hold Harmless. Tenant, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless the following persons from and against any and all Environmental Damages arising from activities of Tenant or its employees, agents, contractors, subcontractors, or guests, licensees, or invitees which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon:

16.2.1 Landlord;

16.2.2 any other person who acquires an interest in the Premises in any manner, including but not limited to purchase at a foreclosure sale or otherwise; and

16.2.3 the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns, guests and invitees of such persons.

This obligation shall include, but not be limited to, the burden and expense of investigating and defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), including attorneys' fees and expert witness and consulting fees, even if such claims, suits or proceedings are groundless, false or fraudulent,

and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons, and all such expenses incurred in enforcing the obligation to indemnify. Tenant, at its sole expense, may employ additional counsel of its choice to associate with counsel representing the indemnified parties.

163 Tenant's Obligation to Remediate. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this agreement, Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all actions to remediate the Premises, Building, and Land which are reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Building and Land, or are required by Environmental Requirements, which remediation is necessitated by the 1) introduction of a Hazardous Material upon, about or beneath the Premises or 2) a violation of Environmental Requirements, either of which is caused by the actions of Tenant, its employees, agents, contractors, subcontractors, guests, invitees or licensees. Tenant shall promptly provide to Landlord copies of testing results and reports that are generated in connection with the above activities, and copies of any correspondence with any governmental entity related to such activities.

164 Notification. If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Tenant for Environmental Damages in connection with the Premises or past or present activities of any person thereon, or that any representation set forth in this agreement is not or is no longer accurate, then Tenant shall deliver to Landlord, within ten days of the receipt of such notice or communication by Landlord, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification or communication.

165 Negative Covenants.

165.1 No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Upon request, Tenant shall deliver to Landlord copies of all documents which Tenant provides to any governmental body in connection with compliance with Environmental Requirements with respect to the premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.

165.2 No Violations of Environmental Requirements. Tenant shall not cause, permit or suffer the existence or the commission by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees of a violation of any Environmental Requirements upon, about or beneath the Premises or any portion of the Building or Land.

166 Landlord's Right to Inspect and to Audit Tenant's Records Concerning Hazardous Materials. Landlord shall have the right in its sole and absolute discretion, but not the duty, to, upon not less than twenty-four (24) hours prior written notice (except in the event of an emergency, in which case no prior written notice shall be required, but Landlord will use reasonable efforts to provide prior oral notice) and at reasonable times enter and conduct an inspection of the Premises and to inspect and audit Tenant's records concerning Hazardous Materials at any reasonable time to determine whether Tenant is complying with the terms of the Lease, including but not limited to the compliance of the Premises and the activities thereon with Environmental Requirements and the existence of Environmental Damages. Tenant hereby grants to Landlord the right to enter the Premises and to perform such tests on the Premises as are reasonably necessary in the opinion of Landlord to assist in such audits and investigations. Landlord shall use reasonable efforts to minimize interference with the business of Tenant by such tests inspections and audits, but Landlord shall not be liable for any interference caused thereby.

167 Landlord's Right to Remediate. Should Tenant fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or Environmental Requirements, then following written notice and an opportunity to cure as set forth in this Article 16, Landlord shall have the right, but not the duty, without limitation upon any of the rights of Landlord pursuant to this Lease, to enter the Premises personally or through its agents, consultants or contractors and perform the same. Tenant shall indemnify Landlord for the costs thereof and liabilities therefrom as set forth in Section 16.2.

168 Landlord's Obligation to Indemnify, Defend and Hold Harmless Concerning Environmental Matters. Landlord, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless the following persons from and against any and all Environmental Damages arising from activities of Landlord or its employees, agents, contractors, subcontractors, guests, licensees or invitees after the Effective Date of this Lease. which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the premises and the activities thereon:

16.8.1 Tenant;

16.8.2 the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns and invitees of Tenant.

This obligation shall include, but not be limited to, the burden and expense of investigating and defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), including attorneys' fees and expert witness and consulting fees, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons, and all such expenses incurred in enforcing the obligation to indemnify. Landlord, at its sole expense, may employ additional counsel of its choice to associate with counsel representing Tenant.

~~169~~ Survival of Environmental Obligations. The obligations of Landlord and Tenant as set forth in this Article 16 and all of its sections shall survive expiration or termination of this Lease.

ARTICLE 17 DEFAULT

17.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

17.1.1 The vacating or abandonment of the Premises by Tenant except as permitted hereby.

17.1.2 The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder within ten (10) days after receipt of written notice from Landlord (provided, Landlord shall only be required to give written notice once per consecutive twelve (12) month period) of when due.

17.1.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

17.1.4 The insolvency of the Tenant; the making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

17.2 Remedies In Default. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

17.2.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees, any real estate commission actually paid, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord and applicable to the unexpired Term of this Lease. In the event Tenant shall have wrongfully abandoned the Premises, Landlord shall have the option of (a) taking possession of the

Premises and recovering from Tenant the amount specified in this paragraph, or (b) proceeding under the provisions of the following paragraph (b).

1722 Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

1723 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decision of the State of California.

17.3 Landlord Default. If Landlord fails to perform any of its obligations under this Lease within thirty (30) days following Tenant's reasonable written notice thereof (or within such longer period of time if the nature of such failure is such that it cannot reasonably be cured within such 30-day period, so long as Landlord has commenced such cure within the 30-day period and diligently pursues completion), then Tenant shall have the right, but not the obligation, to perform any such obligations on behalf of Landlord and thereafter demand payment from Landlord, and Landlord shall promptly reimburse Tenant for any and all such reasonable costs.

ARTICLE 18

18.1 Intentionally Omitted.

ARTICLE 19

AMERICANS WITH DISABILITIES ACT

19.1 Compliance. Landlord shall be responsible for the design and construction of any common facilities in compliance with the Americans With Disabilities Act ("ADA"). Tenant shall be responsible for the design and construction of Tenant's Work, in compliance with the ADA and any alterations or improvements to the Premises required under the ADA which are necessitated by any Tenant-initiated alterations, additions or improvements or which are necessitated as a result of the employment by Tenant (or any subtenant, assignee or other occupant of the Premises) or any individual with a disability.

ARTICLE 20

FORCE MAJEURE

20.1 Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered or prevented from the performance of any obligation required under this Lease (with the exception of monetary obligations) by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, delays in obtaining governmental approvals and permits, riots, insurrection, war or any other reason not within the reasonable control of Landlord or Tenant, as the case may be, then the performance of such obligation shall be excused for the period of such delay and the period for the performance of any such act shall be extend for a period equivalent to the period of such delay.

ARTICLE 21 REPRESENTATIONS AND WARRANTIES

21.1 Landlord Representations. Landlord represents and warrants that (a) Landlord is a California City duly organized, validly existing and in good standing under the laws of the State of California with full power and authority to execute, deliver and perform this Lease, (b) the individual is duly authorized to execute and deliver this Lease on behalf of Landlord, and (c) that this Lease is binding upon Landlord in accordance with its terms.

21.2 Tenant Representations . If Tenant is a corporation, limited liability company or other entity, each individual executing this Lease on behalf of such entity represents and warrants that (a) such entity is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization with full power and authority to execute, deliver, and perform this Lease, (b) each such individual is duly authorized to execute and deliver this Lease on behalf of such entity, in accordance with a duly adopted resolution of the board of directors or other appropriate authorization of such entity, and (c) that this Lease is binding upon such entity in accordance with its terms.

ARTICLE 22 GENERAL PROVISIONS

22.1 Lease Summary and Exhibits. The Lease Summary Page shall be attached to this Lease and be deemed incorporated in this Lease by this reference. In the event of any inconsistency or conflict between the Lease Summary Page and the terms and provisions of this Lease, the terms and provisions of the Lease Summary Page shall control. All exhibits referenced in or attached to this Lease are hereby incorporated in this Lease as if fully set forth herein.

22.2 Estoppel Certificate. Tenant covenants and agrees to execute, acknowledge and deliver to Landlord, upon Landlord's written request, a written estoppel certificate certifying that this Lease is unmodified (or, if modified, stating the modifications) and in full force and effect; stating the dates to which Base Rent has been paid, stating the amount of the Security Deposit held by Landlord; and stating whether or not Landlord is in default under this Lease (and, if so, specifying the nature of the default); and stating such other matters concerning this Lease as Landlord may reasonably request. Tenant agrees that such statement may be delivered to and relied upon by any existing or prospective mortgagee or purchaser of the Property. Tenant agrees that a failure to deliver such a statement within ten (10) days after written request from Landlord will be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord; that there are no uncured defaults by Landlord under this Lease; and that any representation by Landlord with respect to Base Rent and the Security Deposit are true.

22.3 [reserved)

22.4 Landlord Right to Show Premises and to Install "For Sale" Signs. Tenant covenants and agrees that Landlord and the authorized representatives of Landlord have the right to enter the Premises at any reasonable time upon 24 hours' prior written notice to Tenant for the purposes of showing the Premises to any existing or prospective mortgagee, purchaser or lessee of the Property or the Premises. Tenant covenants and agrees that Landlord may at any time and from

time to time within the last six (6) months of the Term place on or near the Premises a sign advertising the Premises for sale or for lease.

22.5 [reserved]

22.6 Holding Over. If Tenant remains in possession of the Premises or any portion thereof after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount of one hundred fifty percent (150%) of the last monthly Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

22.7 Surrender of Premises. Tenant shall upon the expiration or sooner termination of this Lease hereof surrender the Premises to Landlord in good condition, and broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.

22.8 Waiver. The waiver by Landlord or Tenant of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

22.9 Limitation of Landlord Liability. In no event shall Landlord be liable to Tenant for any failure of any other tenant in the Building to operate its business. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord, any member, manager, partner, shareholder, officer or director of Landlord, their successors, assigns legal representatives, heirs or any mortgagee in possession (for the purposes of this paragraph only collectively referred to as "Landlord") with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the interest of Landlord in the Building, and Property, including, without limitation, rental income, for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of liability to be absolute and without any exception whatsoever.

22.10 Notices. Except as expressly set forth to the contrary herein, all notices, consents and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing and be deemed given three (3) days after mailing, if mailed by registered or certified mail, or one (1) day after mailing, if sent by nationally recognized overnight courier. The customary receipt shall be conclusive evidence of service, and notices shall be effective as of the date of mailing thereof. All notices and demands shall be addressed to Tenant at the Premises, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be sent by United States Mail, postage prepaid, addressed to Landlord at the address indicated on the Lease Summary Page, or to such other person or place as Landlord may from time to time designate in a notice to Tenant.

22.11 Recording. Either party shall, upon written request of the other, promptly execute, acknowledge and deliver to the other, a short-form lease or notice or memorandum of lease for recording purposes; and all costs and expenses related to the preparation and recording of such instrument shall be borne by the requesting party.

22.12 Joint Obligation. If there is more than one Tenant, the obligations hereunder imposed upon Tenants shall be joint and several.

22.13 Marginal Headings. The marginal headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

22.14 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

22.15 Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and permitted assigns of the parties hereto.

22.16 Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

22.17 Interest on Past-Due Obligations. Any amount due to Landlord not paid when due shall bear interest at one and one-half percent (1 1/2%) per month from the date when due until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

22.18 Late Charge. Tenant shall pay to Landlord with each delinquent payment, in addition to any interest due as provided herein, a monthly collection service charge for any payment not paid to Landlord as and when due hereunder, said charge being equal to five percent (5%) of the amount of the delinquent payment. Payment of such late charge shall not excuse or cure any default by Tenant under this Lease.

22.19 Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

22.20 No Construction Against Preparer of Lease. Tenant and Landlord believe that this Lease is the product of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Tenant or Landlord or against either Tenant or Landlord merely because of their efforts in preparing it.

22.21 Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and

expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees.

22.22 Sale of Premises by Landlord. In the event of any sale of the Building, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease first arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

22.23 Subordination, Attornment. Tenant covenants and agrees that this Lease and Tenant's interest in the Premises shall be junior and subordinate to any mortgage or deed of trust now or hereafter encumbering the Property. In the event of a foreclosure of any such mortgage or deed of trust, Tenant shall attorn to the party acquiring title to the Property as the result of such foreclosure provided that Tenant's interest in the Premises and this Lease not be disturbed so long as Tenant is not in default hereunder beyond any applicable notice and cure period. No act or further agreement by Tenant shall be necessary to establish the subordination of this Lease to any such mortgage or deed of trust, which is self-executing, but Tenant covenants and agrees, upon request by Landlord, to promptly execute such documents as may be necessary or appropriate to confirm and establish this Lease as subordinate to any such mortgage or deed of trust in accordance with the foregoing provisions. If Tenant fails to execute any documents required to be executed by Tenant under the provisions hereof, Tenant hereby makes, constitutes and irrevocably appoints Landlord as Tenant's attorney in fact and in Tenant's name, place and stead to execute any such document.

22.24 Name. Tenant shall not use the name of the Building or of the development in which the Building is situated for any purpose other than as an address of the business to be conducted by Tenant in the Premises. In the event that Landlord changes the name of the Building or the address of the Premises, Landlord shall reimburse Tenant for its reasonable, actual out-of-pocket expenses incurred in connection therewith, up to a maximum of \$1,500.00.

22.25 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

22.26 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

22.27 Choice of Law; Venue; Dispute Resolution. This Lease shall be governed by the laws of the State of California. Any action or proceeding hereunder shall be brought in the Mendocino County, and the parties irrevocably consent to the personal and subject matter jurisdiction and the venue of such courts, and waive any rights to alter or change venue, including by removal, as further provided in the attached Limited Waiver of Sovereign Immunity attached hereto as Exhibit D.

22.28 Signs. Tenant may, at Tenant's cost, place signage on the monument sign for the Property and on the exterior of the Premises on the Building, provided that such signage meets the

sign requirements generally followed by Landlord, the sign codes of the City of Ukiah and all applicable laws.

22.29 Brokers. Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease except as stated on the Lease Summary Page and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. No representation or recommendation is made by the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease, or the transactions relating thereto. Tenant shall be responsible for all broker commissions due to the brokers identified in the Lease Summary Page.

22.30 Parking. Parking, if any, for Tenant, its employees, and its patrons shall be as described on the Lease Summary Page.

ARTICLE 23 ADDITIONAL PROVISIONS

23.1 Tenant Improvements. [reserved]

23.2 Option(s) To Extend. Upon full and complete performance of all the terms, covenants, and conditions herein contained by Tenant and payment of all rental due under the terms hereof, and so long as Tenant is not then in default beyond any applicable notice and cure period of this Lease, Tenant shall be given the option to renew this Lease for such additional term or terms of a length as provided in the Lease Summary Page. The Base Rent computed for the first such option period at the rate per square foot and for any subsequent option period(s) at the rate per square foot as provided in the Lease Summary Page. Each such option shall be exercisable only by delivery of Tenant's signed written notice of extension to Landlord not less than six (6) months prior to the expiration of the then-existing Lease Term. Upon receipt of such notice the Lease shall be deemed to be extended for the additional period at the Base Rent computed as set forth herein and pursuant to all other terms and conditions set forth herein. In the event of exercise of said option, any funds held by Landlord pursuant hereto shall continue to be so held subject to the terms and conditions relating to same.

23.3 [reserved]

23.4 Landlord's Work. Landlord shall perform the work as described in the Lease Summary Page ("*Landlord's Work*") at Landlord's sole cost and expense.

23.5 Tenant's Work. Tenant shall be responsible for all costs related to Tenant's improvements ("*Tenant's Work*"), in accordance with the Work Letter set forth on Exhibit 8 of this Lease.

23.6 Additional Regulatory Matters.

23.6.1 Stark and Anti-Kickback Statutes.

(a) It is expressly recognized and understood that the parties to this Lease intend to comply with all applicable laws, rules, and regulations, including, but not limited

to applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Further, the parties agree that the terms and conditions of this Lease must at all times comply with the "Space Rental and Equipment Rental" or "Rental of Office Space and Rental of Equipment" requirements of the Anti-Kickback Law "safe harbor" regulations and the exception regulations of the Stark Law. Accordingly, the parties agree that it is not a purpose of this Lease to generate referrals for services or supplies for which payment may be made in whole or in part under any federal healthcare program, or violation of any applicable state or local law. The amounts to be paid pursuant to this Lease have been set without reference to the volume or value of any referrals or other business that may occur between the parties and represent the fair market value of the services to be furnished negotiated through good-faith and arm's length bargaining.

(b) Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.

(c) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of 90 days to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Lease by giving written notice to the other party.

23.6.2 HIPAA. For purposes of this Lease, "protected health information", or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Tenant covenants to maintain any books, records, patient charts, patient files, or any other document containing PHI in accordance with all applicable laws, regulations, ordinances, statutes, and rules and Tenant agrees to take all steps necessary to safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its subcontractors and agents. The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its, contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of

such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "Business Associate," as that term is defined in HIPAA regulations, and Tenant represents and warrants that Landlord, in its capacity under this Lease, is not Tenant's "Business Associate."

23.6.3 Tenant warrants that each agent, employee, and representative performing medical and related services under this Lease understands the requirements and obligations required of Tenant and each agent, employee, and representative performing medical and related services under this Lease under HIPAA, and under all applicable federal and state healthcare fraud and abuse laws including, but not limited to, the Anti-Kickback Law and the Stark Law. Tenant's agents, employees, and representatives performing medical and related services under this Lease shall use reasonable efforts to maintain any protected health information orally conveyed by a patient while in the Premises.

23.6.4 Potentially Infectious Medical Waste. Tenant shall be responsible, at Tenant's sole cost and expenses, for the proper handling, storage, removal and disposal of potentially infectious medical waste generated in the Premises, and Tenant shall provide off-site incineration or other proper disposal in accordance with all applicable laws. Tenant's failure to properly handle, store, remove or dispose of such waste or its failure to comply with all applicable laws, regulations and ordinances (including environmental laws and Environmental Requirements) shall, after the applicable notice and cure period, be deemed a default hereunder. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and suits arising in connection with potentially infectious medical waste used or generated in Tenant's practice and use of the Premises. Tenant's obligations hereunder shall survive the termination or expiration of this Lease. Additional terms are set forth below regarding Infectious and Hazardous Waste:

INFECTIOUS AND HAZARDOUS WASTE

1. The term Hazardous Materials as used in this Lease shall also include as any solid; liquid or gas that is capable of producing harmful effects on humans or the environment. This material may be infectious, ignitable, corrosive, reactive or toxic. Hazardous Materials become hazardous waste after they have been used. Used needles and syringes are hazardous waste and shall be deemed Hazardous Materials hereunder.

2. Infectious waste shall include any waste that contains pathogen or is capable of producing an infectious disease.

3. Infectious medical wastes are those wastes capable of causing disease and may include the following:

A. Cultures and Stocks - Cultures and stocks of agents infectious to humans, and associated biologicals, including, without limitation, cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.

B. Pathological Wastes - Human pathological wastes, including, without limitation, tissue, organs and body parts, and body fluids that are removed during procedures and specimens of body fluids and their containers.

C. Blood and Body Products - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.

D. Sharps - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories, including, without limitation, hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.

E. Unused Sharps - Discarded hypodermic, I.V. and other medical needles, hypodermic, I.V., syringes, and scalpel blades. Unused sharps shall be considered part of infectious medical wastes as it is often difficult to determine if they have been used.

4. Infectious waste will be separated from other waste by containing it in disposable red plastic bags/containers which are impervious to moisture.

5. Needles and sharps must be contained in disposable rigid containers which can be sealed with a tight fitting lid.

6. All spills of infectious waste should be wiped up immediately, using a proper spill kit.

7. Any spillage, or injury from handling infectious wastes must be reported to the Landlord.

8. Specific Disposal Instructions:

Tenant shall, at Tenant's sole cost and expense, be solely responsible for proper containment and disposal of all infectious waste, infectious medical waste, and/or biomedical waste. Tenant shall be responsible to contract for licensed services to handle and dispose of infectious and/or biomedical waste. Such services shall comply with all applicable federal, state, or municipal laws, regulations and guidelines.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

THE CITY OF UKIAH,
CALIFORNIA

By: 
Name: Sage Sangiacomo
Title: City Manager

TENANT:

NEW LIFE, LLC DBA NEW LIFE CLINIC

By: _____
Name: _____
Title: _____

EXHIBIT A
LEASE SUMMARY PAGE

1. Tenant Information:

- (a) Name: New Life, LLC dba New Life Clinic
- (b) Tenant's federal taxpayer identification number: 84-4270295

2. Building Information (the "Premises"):

- (a) Address: 280 E Standley Street, Ukiah, CA 95482, and all spaces, lots, sidewalks, yards, and areas appurtenant thereto.
- (b) Type: Single level; non-adjoining; with parking and landscaping.
- (c) Owner: The City of Ukiah, California.
- (d) Approximate Total Rentable Square Footage in Building: 5,600.
- (e) Approximate number of parking lot and street-side parking spaces: Standley Street, 6 spaces, Mason Street, 5 spaces, fenced parking area 18 spaces.

3. Initial Lease Term:

- (a) Period: Five (5) years
- (b) Commencement Date: As set forth in Section 2.1 of the Lease, contingent upon approval of Tenant construction financing and results of Tenant inspection (at Tenant's expense) showing water infiltration and mold damage requiring less than \$10,000 in repair costs, to be borne by Tenant.
- (c) Termination Due to Failure to Obtain Approvals: Tenant shall have the right to terminate this lease upon thirty (30) days notice if (i) after reasonably diligent efforts have been made to obtain all City approvals required for Tenant's proposed use of the Premises are not received within six (6) months, or (ii) Tenant fails to obtain expected federal, state, or county Medicaid related approvals within six (6) months. If Tenant terminates the lease due to failure to obtain all required approvals, Tenant shall remove all debris and litter on the Premises resulting from Tenant's alterations, additions or improvements to the Premises and shall abate any hazardous conditions resulting from the same. As set forth in Section 20.1 of the Lease, entitled Force Majeur, if Tenant is delayed or hindered or prevented from obtaining all required approvals by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, delays in obtaining governmental approvals and permits, riots, insurrection, war or any other reason not within the reasonable control of Tenant, then the performance of such obligation shall be excused for the period of such delay and the period for the performance of any such act shall be extend for a period equivalent to the period of such delay.

4. Base Rent:

(a) Total First Year (exclusive of adjustments and partial months): \$67,200.00

(b) Base Rent and Adjustments to Base Rent Will be adjusted annually according to the following Base Rent Schedule of \$67,200.00 and increased per the San Francisco Consumer Price index (or equivalent) not to exceed 5% per year or less than 2% per year.

5. Additional Rent:

(a) Estimated "Operating Expenses" under Section 3.5.1: N/A.

(b) Deposits for Taxes, Assessments, and Insurance: \$N/A.

6. Initial Monthly Payment Due (for Base Rent and Additional Rent): \$5,600.

7. Security Deposit Amount: \$5,600

8. Place for Payments:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482
Attn: Accounts Receivable

9. Option(s) to extend lease term:

First Option: Length of Extension :Five (5) years

Base Rent: to follow Schedule in Section 4

Second Option: Length of Extension :Five (5) years

Base Rent: to follow Schedule in Section 4

10. Parking: At no additional charge.

11. Permitted Use(s): General Medical Practice, including narcotic treatment. (No needle exchange or other similar uses.)

12. Broker(s): Todd Schapmire, W Real Estate. Brokerage address is 101 N State St, Ukiah, CA 95482.

13. Landlord's Work:

Landlord Work to be Completed Prior to Commencement Date: June 1, 2020

- Roofrepair.

The Landlord is not addressing the broken window on west side of Building with resulting interior water damage and potential mold or the asbestos in the popcorn ceiling as determined in the inspection report.

- o Tenant remodel plan is to not disturb the popcorn ceiling.

EXHIBIT B TENANT'S WORK LETTER

All work that is necessary to permit Tenant to commence its business in the Premises, including installation of trade fixtures and furnishings, shall be completed by Tenant at Tenant's sole cost and expense ("*Tenant's Work*"). All permanent fixtures installed in the Premises by Tenant, excluding trade fixtures, shall be deemed part of the Premises upon installation and the property of the Landlord. Tenant's Work shall include the following:

Interior modifications include:

- Demolition of some existing partition walls and addition of new walls
- New flooring throughout building
- Painting of all walls
- New acoustic ceiling tiles as required
- 30% of electrical updated
- Plumbing updates in current women's and men's restrooms
- Two new all gender restrooms
- Two rooms updated to medical exam rooms, including cabinets and sink
- Laboratory room, including cabinets and sink
- Medical Director office, including built in desk and cabinets
- Nurses station, including built in desks and cabinets
- Medication dispensary with two dispensary windows and cabinets
- Receptionist room with two reception windows
- Staff breakroom with built in desks and cabinets
- Safe storage room for medication storage
- New security system with panic buttons at reception, admin office and dispensary

Exterior modifications include:

- Painting of all exterior walls
- 68 linear feet of new sidewalk
- Striping of parking lot, including Handicap parking spots
- Clinic signage
- Removing a portion of the chain-link fence to provide access from parking lot to east side of Building.
- New ADA sidewalk on east side of Building.
- Update of landscaping on east side of Building.
- New ADA sidewalk and ramp on front of Building.
- Update of landscaping on front of Building.

Landscaping modifications include;

- Move landscaping stone on west side of Building to front of Building
- Cleanup and update landscaping on front of Building
- Cleanup and update landscaping on east side of Building with minimum use of turf

EXHIBIT C

NOTICE OF NON-LIABILITY FOR MECHANICS' LIENS

Pursuant to California Civil Code section 8444., the City of Ukiah, California, the owner of these premises, located at 280 E Standley Street, Ukiah, California, 95482, hereby gives notice to all persons performing labor or furnishing skill, materials, machinery, or other fixtures in connection with any construction, alteration, removal, addition, repair or other improvement on or to these premises, that the owner shall not be liable therefor and the interests of said owner shall not be subject to any lien for the same.

(1) The name and address of the owner or reputed owner. City of Ukiah, 300 Seminary Ave., Ukiah, CA 95482.

(2) The name and address of the direct contractor: Cline's Unlimited Construction, Inc., 756 S. State Street, Ukiah, CA 95482.

(3) The name and address of the construction lender, if any: Native American Bank, N.A., 201 N. Broadway, Denver, CO, 80203.

(4) The name, address, and relationship to the parties of the person giving the notice: NEW LIFE CLINIC (TENANT).

EXHIBIT D

Limited Waiver of Sovereign Immunity

New Life hereby consents to the jurisdiction and venue of the California State Courts in Mendocino County and the applicable California appellate courts and expressly, irrevocably and unconditionally waives, and agrees not to assert, its sovereign immunity and/or any sovereign immunity enjoyed by any of its members or affiliates (and any and all defenses based thereon) from any suit, action or proceeding or from any legal process related thereto with respect to any matters related in any way to any claim, controversy, dispute or disagreement between the Parties and any of their respective affiliates, or for the purposes of (a) enforcing this Lease, (b) enforcing any court award.

1. Waiver of Exhaustion, Etc. New Life hereby expressly, irrevocably and unconditionally waives any application of the doctrine of exhaustion of tribal remedies, abstention or any similar rule of comity with respect to the Tribe, New Life or any Tribal courts and agrees that it will not present any affirmative defense based on any such doctrine. New Life expressly authorizes any governmental authority which has the right or duty under any applicable law to take any action authorized or ordered by any court to take such action, including temporarily entering any site or facility, repossessing any assets subject to a security interest or otherwise enforcing or giving effect to any award, judgment, order or decree entered.

2. Waiver Expiration. The limited waivers granted in this Exhibit are effective during the Term, or such additional period of time as is necessary to enforce an express term of this Lease.

From: [Jesse Davis](#)
Cc: [Maurer, Theresa](#); [Daniel Grassi](#)
Bcc: [Craig Schlatter](#); [Matthew Keizer](#); [Cindy Sauers](#); [Sonu Upadhyay](#); [Kahli Johnson](#); [Scott Bozzoli](#); [Tim Eriksen](#); [Jason Benson](#); [Cedric Crook](#); [Rick Pintane](#); [Shannon Riley](#)
Subject: City of Ukiah Referral Request -New Life Clinic – Temporary Modular Expansion - #24-0130
Date: Wednesday, February 28, 2024 12:00:00 PM
Attachments: [image001.png](#)
[#24-0130 - Referral Response Sheet.pdf](#)
[#24-0130 - Referral Review - Application Materials.pdf](#)

Good Afternoon,

Please see attached a Referral Request for a new project submittal:

New Life Clinic – Temporary Modular Expansion
280 E Standley Street; APN (002-192-14)
File No. 24-0130

History: In 2020, building permits were issued to facilitate tenant improvements to a city-owned facility to allow operation of a rehabilitation clinic for the treatment of adults with opioid use disorder. Prior to the most recent tenant improvements, the facility was used by the Mendocino County Sheriff's Office as a probation office.

Proposed Project: Consideration of a proposed Major Site Development Permit for the temporary installation of nine (9) single-story prefabricated modular structures (totaling approximately 1,440 square feet) to serve as counseling offices for the existing health service provider(s) requiring Major and Minor Exceptions to the Downtown Zoning Code as regulated by Ukiah City Code §9231.5. Additional site modifications include renovation of the existing parking lot, relocation of the trash enclosure, and the addition of vinyl slates to the existing perimeter fencing of at 280 E Standley Street; APN (002-192-14).

Referral Deadline – 3pm, Friday 03/15/24: Please respond directly to me by providing written comments on the referral request packet (attached) or you may email them directly to me. If you will require additional time to review past the deadline, please let me know. The project will need to undergo review by the Design Review Board and Planning Commission upon determination of completion and responses to any submitted agency comments. Your review and responses are appreciated.

Should you have any questions or require further information, please do not hesitate to reach out. Thank you for your attention to this matter.

Best Regards,
Jesse Davis



Jesse Davis, AICP
 Chief Planning Manager

PROJECT REVIEW REFERRAL

Please provide comments by: Friday, March 15, 2024

The City of Ukiah Community Development Department is soliciting input on the project described below for use in the staff analysis, CEQA document, and public hearing documents. Please identify any questions you have or missing information you need to complete your review, as well as suggested Conditions of Approval.

TO:	
X	City of Ukiah Community Development Director: Craig Schlatter
X	City of Ukiah Building Inspection & Fire Prevention Division(s): Matthew Keizer
X	City of Ukiah Electrical Utility Department: Cindy Sauers; Scott Bozzoli; Sonu Upadhyay, Kahli Johnson
X	City of Ukiah, Public Works Department: Tim Eriksen; Jason Benson
X	City of Ukiah Police Department: Cedric Crook; Rick Pintane
X	City of Ukiah, City Manager's Office: Shannon Reilly
FROM PROJECT PLANNER: Jesse Davis, Chief Planning Manager	

PROJECT INFORMATION:	
Project Name & Permit #:	'New Life Clinic – Temporary Modular Expansion' #24-0130
Site Address & APN:	280 E Standley Street; APN (002-192-14)
General Plan:	'DC' Downtown Core
Zoning:	'GU' General Urban
Airport Compatibility Zone:	'Zone 6'
Date Filed:	01/31/2024
Resubmittal:	02/21/2024
Date Referred:	02/27/2024
Prev. Projects on Site (include file #)	N/A
Applicant/Agent Name:	Theresa Maurer; Daniel Grassi
Phone:	619-929-3963; 858-951-7711
Email:	tmaurer@lpadesignstudios.com ; dgrassi@ots.health
Project Summary: Consideration of a proposed Major Site Development Permit for the temporary installation of nine (9) single-story prefabricated modular structures (totaling approximately 1,440 square feet) to serve as counseling offices for the existing health service provider(s) requiring Major and Minor Exceptions to the Downtown Zoning Code as regulated by Ukiah City Code §9231.5. Additional site modifications include renovation of the existing parking lot, relocation of the trash enclosure, and the addition of vinyl slates to the existing perimeter fencing of at 280 E Standley Street; APN (002-192-14).	

Please indicate whether you have comments and sign and date below. Return this Project Referral Form by the date noted above to the Project Planner listed.

Name and Affiliation/Department (Please Print): MAX BRAZILL / UKIAH P.D.



No Comment



Comments / Conditions of Approval Attached

Signature Max Brazill

Date 2/28/24

Comments / Conditions of Approval (Next Page):

FINAL - CITY OF UKIAH
DESIGN REVIEW BOARD REGULAR MEETING MINUTES
Held in person and via Zoom Teleconference
March 28, 2024
3:00 p.m.

1. CALL TO ORDER

The meeting was held in person and virtually via Zoom teleconference. Staff called the Design Review Board meeting to order at approximately 3:08 p.m.

Chair Tom Liden presiding.

2. ROLL CALL

Members Present: Hawkes, Meaux, Gordon (Virtual), and Chair Liden. **Absent:** Akin.

Staff Present: Craig Schlatter, Community Development Director; Jesse Davis, Chief Planning Manager; Shannon Reily, Deputy City Manager; Joshua Montemayor (Contract Planner)

3. CORRESPONDENCE

None received.

4. APPROVAL OF MINUTES

Motion/Second: Hawkes/Gordon made a motion and a second to approve the minutes of the July 27, 2023 DRB minutes.

Motion carried by the following roll call votes: AYES: Meaux, Gordon, Liden, Hawkes. NOES: None. ABSENT: Akin.

5. COMMENTS FROM AUDIENCE ON NON-AGENDA ITEMS

No public comments on non-agenda items.

6. NEW BUSINESS

- 6a. Request for review and recommendation to the Planning Commission regarding the temporary installation of nine (9) interconnected single-story prefabricated modular structures (totaling ±1,440 square feet) to serve as accessory medical offices for the existing health service provider(s) at 280 E Standley Street; APN 002-192-14; File No. 24-0130**

Chief Planning Manager J. Davis presented the item.

Public comment period was opened at approximately 3:31 PM and closed at approximately 4:28 PM. Multiple individuals spoke on behalf of the Applicant, and the DRB engaged various representatives of the Applicant and Staff with questions.

Noting the purpose and temporary nature of the proposal, the Design Review Board based on a motion by Member Hawkes, seconded by Member Meaux, recommended that the following design and development considerations be conveyed to the Planning Commission:

- 1) Provide a Landscape Plan for the site and associated off-street parking area;
- 2) Remove the existing chain-link fence that encloses the existing off-street parking area (with the exception of those fences preventing access to Gibson Creek);
- 3) Condition the removal of the modular structure within 5 years of installation and occupancy, either through a Condition of Approval, or a performance bond, if necessary;
- 4) Screen the proposed trash-enclosure as specified by the Downtown Zoning Code to negate the need for the associated Major Exception.

Motion carried by the following roll call votes: AYES: Meaux, Gordon, Liden, Hawkes. NOES: None. ABSENT: Akin.

6b. Request for review and recommendation to the Planning Commission regarding the construction of a single-story commercial shell structure featuring a drive-thru at 1294 N. State Street; APN 001-370-36, File No. 17-3069.

Contract Staff Planner, Joshua Montemayor, presented the item.

The Applicant/Agent and Property Owner were not present. As a result, Staff did not receive a recommendation for the request and continued the item to a future meeting, date uncertain.

7. MATTERS FROM THE BOARD

Inquiry from Member Gordon regarding construction activity along South State Street and requested an update for the previously reviewed car-wash project at 162 Talmage Road.

Staff conveyed that the construction activity was for a previously reviewed and approved mixed-use project at 1006 South State Street. Staff also provided an overview and approval timeline for 162 Talmage Road.

8. MATTERS FROM STAFF

Staff expects to schedule a regular meeting of the Design Review Board for April 25, 2024 to review a project at 734 South State Street, as well as reconsider the project at 1294 North State Street.

9. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 5:08 p.m.



TO: Design Review Board

FROM: Jesse Davis, Planning Manager

DATE: March 28, 2024

SUBJECT: Request for review and recommendation to the Planning Commission regarding an application for a Major Site Development Permit to allow for the temporary installation of nine (9) interconnected single-story prefabricated modular structures (totaling $\pm 1,440$ square feet) to serve as accessory medical offices for the existing health service provider(s) at 280 E Standley Street; APN 002-192-14; File No. 24-0130

LOCATION

The ± 0.57 -acre project site (APN 002-192-14) is bounded by East Smith Street, Mason Street and East Standley Street in downtown Ukiah, ± 0.6 miles west of U.S. Highway 101. The project site is developed with an existing fenced (cyclone) parking lot and a single-story structure ($\pm 5,678$ sf) that is currently utilized as an outpatient medical facility. The parcel is accessed via driveways from Mason Street and East Smith Street, and the facility maintains a loading zone/drop-off along the frontage of East Standley Street. The subject property maintains 18 off-street parking spaces with on-street spaces identified on both Mason Street & Standley Street. Figure 1 provides a location map of the project.

Figure 1, *Location Map*



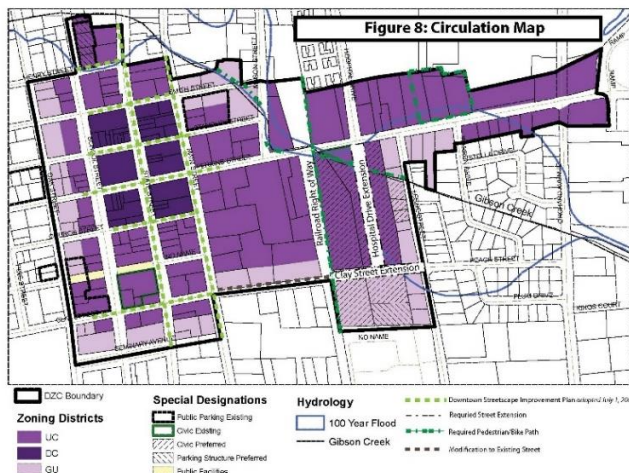
BACKGROUND

In July 1991, building permits were issued by the City of Ukiah to facilitate the remodel of the existing structure from a jail facility to administrative offices. Those offices would be used by the Mendocino County Sheriff's Probation Office until their relocation to 501 Low Gap Road. Beginning in 2013, several uses were considered for the existing structure, including use as a business development, training, and incubation center. As that project did not come to fruition, the facility remained vacant, but was occasionally used by the City's Community Services Department for special events, such as a haunted house.

In June 2020, the City signed a five (5) year lease-agreement with New Life LLC to allow for use of the existing structure for general medical practice, including narcotic treatment. Subsequently, New Life LLC facilitated tenant improvements to allow for use of the existing structure as a medical office. Tenant improvements included electrical upgrades, and installation of a standby generator, as well as interior modifications to allow for use as a medical office and outpatient facility. New Life LLC also facilitated exterior modifications, including new sidewalk, accessibility upgrades, lighting, and enhanced landscaping along the Standley and Mason Street frontages. The commencement date of the lease agreement was June 1, 2020, and it includes two (2) options to extend the lease for additional five (5) year increments.

Gibson Creek: The parking lot area associated with the project features an underground segment of Gibson Creek. Per Ukiah City Code (UCC) §9230.8, Gibson Creek provides riparian and aquatic habitat that supports a variety of insects, amphibians, fish, and animals and serves as a water source and migration corridor for wildlife. As conveyed by the Downtown Zoning Code (DZC), any future development surrounding Gibson Creek shall consider daylighting, re-establishing and providing public access to the creek corridor. Presently, in areas on the subject property where Gibson Creek is visible or accessible, it is fenced to prevent entry or trespass. As conveyed, development of the Gibson Creek corridor should be designed to balance vehicular, bike, and pedestrian circulation with the community's desire to enhance and preserve the creek and its riparian and aquatic habitat, and associated wildlife. The DZC Circulation Map (Figure 2) identifies the location of required and recommended pedestrian/bike paths.

Figure 2, *Circulation Map*





PROJECT DESCRIPTION

The project proposes to install nine (9) single-story prefabricated modular structures (totaling approximately 1,440 square feet) to serve as counseling offices for the existing health service provider(s). Please refer to the project description and design details submitted by the applicant in Attachment 1 for more information. A summary of the requested improvements is included, below:

- Demolition of existing rear storage canopy and any other vertical elements such as rails/columns/posts within building footprint
- Install and connect to utilities, nine (9) single-story prefabricated modular structures to serve as accessory offices;
 - Condition the removal of these structures to coincide with the existing lease-agreement.
- Incorporate vinyl slats to perimeter of the existing chain-link fencing surrounding the off-street parking area to serve as screening;
- Relocate and enclose the trash container;
- Remove four (4) off-street parking spaces to accommodate the proposed accessory offices, and facilitate improvements to the existing off-street parking area (e.g. striping, relocation, EV facilities, wheel-stop, etc.), as well as installation of a gate along the western perimeter fence to provide access to the facility from the municipal parking lot from which at least four (4) spaces will be leased;
- Accessibility improvements, as required.

Design. According to the applicant, the project has been designed “...to expand office space to serve the growing and urgent need for our life-saving services in the community.” As stated by the applicant in the application materials:

“We are requesting permission to erect one modular building on the site that we currently lease from the City of Ukiah. We have partnered with WillScot, who manufactures modular units that can be connected to form a larger building. These modular units are approved at the state level and leased for a determined amount of 6me. The intent of this new modular building is to be used as an extension of the existing building for office space. It will provide a simple path of travel for people whose main entrance into the existing building is along Standley Street. This requires that the new modular building be located as close as possible to the existing building, with an accessible path of travel and ease of use.

DOWNTOWN ZONING CODE

The Project site has a 2040 General Plan designation of Downtown Core (DC) and is zoned General Urban (GU) within the DZC. The DZC was adopted in 2012 and prescribes several development and architectural standards (see DZC Tables 4 through 12).

Building Type. Development and design standards within the DZC are regulated by building and frontage type, as well as by zoning district. The use of modular structures structure is not discussed within the DZC. ‘Temporary Uses’ are identified on Table 3 but are related for activities less than 6 months and consistent with the purposes of this code.



As understood, the Applicant seeks use of these modular structures until the expiration of the associated lease with the City of Ukiah. If extended per the existing extension options, the lease would terminate in 2030. The existing and proposed use (Office – Medical) are considered allowed by right for this zoning district. As defined by Ukiah City Code Section 9223.1(B)(1), the use is allowed subject to compliance with all applicable provisions and shown as “A” uses in Table 3. Upon termination of the lease, these structures would be removed, as required by an associated Condition of Approval, or a performance bond, if deemed necessary.

As described, the proposed structure would be considered an ‘Accessory Building’, subject to Table 7, which conveys Accessory Building Standards. The proposed building is detached from the primary structure, maintains a smaller footprint, and functions in a manner subordinate to the principal (primary) building on the same parcel. Furthermore, given its modular and temporary nature, it serves a purpose clearly incidental to the allowed principal use of the parcel and existing building. Accessory Buildings are allowed within the GU zoning designation with a Minor Exception.

Architectural Standards: For the purposes of review by the DRB, Table 1 below provides a list of applicable DZC design standards (generally identified in DZC Tables 6, 7, 11 & 12), as well as a summary of landscaping and parking standards, and a consistency analysis for the proposed project.

Table 1. Project Consistency with DZC Design Standards

STANDARDS	GENERAL URBAN (GU)	MODIFICATION TO STANDARD	PROJECT CONSISTENCY
BUILDINGS (ACCESSORY)			
Accessory building	1 Allowed	Minor Exception (Table 6)	Consistent
Front Setback	30 ft. minimum	Major Exception (Table 7)	Consistent
Side Setback	0 ft. minimum	Major Exception (Table 7)	Consistent
Rear Setback	3 ft. minimum	Major Exception (Table 7)	Consistent
Height	2 stories maximum, and cannot exceed height of the main building	Major Exception (Table 7)	Consistent
Number of Buildings	1	Major Exception (Table 7)	Consistent
BUILDING MATERIALS & ARCHITECTURE			
Facade(s) – Primary Exterior Finish	Brick, wood siding, fiber cement siding, stucco, stone.	Minor Exception (Table 12)	Minor Exception Requested



STANDARDS	GENERAL URBAN (GU)	MODIFICATION TO STANDARD	PROJECT CONSISTENCY
Facade – Location of Materials	Combined horizontally with heavier material below the lighter material.	Minor Exception (Table 12)	Minor Exception Requested
Prohibited	Plane panel siding (T1-11) as the primary siding material.	Major Exception (Table 12)	Consistent. Plane panel siding not proposed.
Doors and Windows – Recess	Minimum 3-inch recess required on facade(s), measured from the wall of the facade.	Minor Exception (Table 12)	Minor Exception Requested
ROOFS			
Flat Roof – Parapet	Enclosed by a parapet with a minimum height of 42 inches or as needed to screen mechanical equipment.	Minor Exception (Table 12)	Minor Exception Requested
Photovoltaic – Location	On a flat roof, shall be flush mounted or if tilted shall not extend above the parapet of the roof.	Minor Exception (Table 12)	Minor Exception Requested
PARKING			
Screening	Landscaping, low walls, and/or berms to prevent headlight glare from impacting adjacent streets and parking facilities.	Major Exception (Table 9)	Consistent
Existing Facilities	Existing parking facilities that are nonconforming <u>in terms of location (layer) are not required to be relocated to comply with the parking layer requirement.</u>	None (Table 17)	Consistent
Number of Spaces Required	One parking space for each two hundred (300) square feet of gross leasable area.	(Table 14)	Consistent



STANDARDS	GENERAL URBAN (GU)	MODIFICATION TO STANDARD	PROJECT CONSISTENCY
Existing Parking Facility – Modification	Modifications to existing parking facilities shall comply with the requirements of Tables 16, 17 and 18.	Minor Exception (Table 17)	<i>Minor Exception Requested</i>
Off-Site Parking	Off-site parking may be located up to one-quarter mile from the site it serves with approval of a minor exception	Minor Exception (UCC 9228.3(F)(1))	<i>Minor Exception Requested</i>
DEVELOPMENT STANDARDS			
Trash / Recycling Receptacles: Screening – Material	Material other than Masonry walls, landscape materials, or decorative fencing compatible with the design and materials shall be compatible with the main building or landscaping that is consistent with the landscaping on the site and building design.	Major Exception (Table 9)	<i>Major Exception Requested</i>
Fencing: Height – 3 Feet Maximum	Between the frontage line (lot line) and front setback or building facade, whichever is greater.	Major Exception (Table 9)	<i>Major Exception Requested (Existing)</i>
Fencing: Material – Prohibited	Barbed wire, concertina wire, chain link, cyclone, and similar with or without screening slats and similar as determined by the Planning Director.	Major Exception (Table 9)	<i>Major Exception requested (Existing)</i>
LANDSCAPING			
Landscape Plan	Landscaping Plan is required	None	None Provided



Requested Exceptions. Section 9231.5 of the DZC, allows specific requirements to be modified with approval of an exception. Table 29, Exception Procedures, establishes two levels of exceptions, major and minor, and the procedures for the review and processing of exceptions. Upon review of Staff the following “major” and “minor” exceptions to the Downtown Zoning Code development and design standards are requested. As noted in DZC Table 29, the below exceptions may be granted with approval by the Planning Commission.

1) Facade(s) – Primary Exterior Finish – Minor Exception Requested

- a. *As conveyed, the exterior façade is not brick, wood siding, fiber cement siding, stucco, or stone. The applicant notes that an exception is requested, due to their inability to modify a modular structure.*

2) Facade – Location of Materials – Minor Exception Requested

- a. *As conveyed, the façade does not feature a combination of materials required by the DZC. The applicant notes that an exception is requested, due to their inability to modify a modular structure.*

3) Doors and Windows – Recess – Minor Exception Requested

- a. *As conveyed, the windows and doors of the modular structure do not appear to have sufficient recess. Staff includes this Minor Exception for review and consideration of the DRB.*

4) Flat Roof – Parapet – Minor Exception Requested

- a. *As conveyed, the flat roof lacks a parapet with a minimum height of 42'. Staff includes this Minor Exception for the review and consideration of the DRB, and notes the limitations to modifying modular or manufactured structures.*

5) Photovoltaic – Location – Minor Exception Requested

- a. *As conveyed, solar panels are not a component of the requested accessory office structure. Staff includes this Minor Exception for the review and consideration of the DRB, and notes the limitations to modifying modular or manufactured structures.*

6) Trash / Recycling Receptacles: Screening – Material – Major Exception Requested

- a. *Masonry walls, landscape materials, or decorative fencing compatible with the design and materials of the principal building are dictated as the preferred screening material for trash enclosures within the DZC. The applicant notes that the proposed screening for the relocated trash receptacle will be similar to the existing fencing that will be improved to feature slats and vines. Therefore, a minor exception is requested.*

7) Fencing: Height – 3 Feet Maximum – Major Exception Requested

- a. *The existing lot has a chain link fence that is noted to remain and serves to surround the perimeter of the site as well as prevent access to Gibson Creek, which will be improved with slats and vines. Given the existing nature of the fence, the applicant notes that an exception is requested.*



8) Fencing: Material – Prohibited – Major Exception Requested

- a. *The existing parking lot has a chain link fence that is noted to remain, but that it would be improved by the installation of slats. Given the existing nature of the fence, the applicant notes that an exception is requested.*

9) Parking

- a. *Per the DZC, on-street parking located along the frontage line(s) of the parcel shall be counted toward fulfilling the parking requirements. This property maintains designated frontages for parking and loading along East Standley Street and Mason Street.*
- b. *Additionally, all existing commercial structures as of January 1, 1979, within the area defined as the City of Ukiah Parking District No. 1, shall be exempt from the required off-street parking requirements prescribed in this section. This exemption applies to changes in the structure, a sale of the property or business, or expansion into existing structure space. New commercial construction, including demolition, reconstruction, structural additions and existing or new residential uses within said district, are not exempt.*
 - i. *Therefore, parking is only required to address the new uses proposed and the parking spaces displaced by the construction of the accessory structure. Staff notes that sufficient on-street and off-street parking exists to serve the requested use.*
- c. *Minor exceptions are also requested to lease at least four (4) off site spaces from the adjacent City of Ukiah municipal lot for which the Applicant would install an additional gate and path of travel to accommodate.*
- d. *While existing parking facilities that are nonconforming in terms of location (layer) are not required to be relocated to comply with the parking layer requirement, modifications to the lot are requested. Therefore, Staff includes this Minor Exception for review and consideration of the DRB, as a handful of considerations including landscaping, shade-coverage, lighting and other requirements identified on Tables 16, 17, & 18 do not appear addressed.*

10) Landscape Plan – None Provided

- a. *As noted by the Applicant, all existing trees shall be retained and preserved. The Applicant notes that they have conducted landscaping improvements and that no existing landscaping would be converted to facilitate the accessory structure. That being said, no landscape plan has been provided to address the requirements of Table 10.*

Site Development Permit. Per DZC Table 27, *Site Development Permit Procedures*, all projects proposing seeking Major Exceptions are considered “Tier 3” Major Site Development Permits and are subject to Planning Commission approval (Section 9231.3(c) of the DZC). As noted in DZC Table 3, “Offices - Medical” are identified as an allowed use, as such, a Use Permit is not required. Per UCC 9262(E), the following Findings must be made to recommend approval of the Site Development Permit:



Table 2: Project Consistency - Site Development Permit Findings	
Site Development Permit Findings	Staff Analysis
The proposal is consistent with the goals, objectives, and policies of the City General Plan.	The proposed project is located within the Downtown Core designation of the City's 2040 General Plan. This designation allows for a combination of higher-density residential, mixed-use, office, and commercial uses. Projects in this designation are required to comply with the design standards and guidelines as specified in the Downtown Zoning Code.
The location, size, and intensity of the proposed project will not create a hazardous or inconvenient vehicular or pedestrian traffic pattern.	The proposed project would develop accessory medical offices for the existing health service provider(s) by demolishing an existing rear storage canopy and repurposing a portion of the existing parking area. Given the location of the proposed project, and the provision of an access gate to the municipal parking lot, the impacts to vehicular or pedestrian traffic should be minimal.
The accessibility of off-street parking areas and the relation of parking areas with respect to traffic on adjacent streets will not create a hazardous or inconvenient condition to adjacent or surrounding uses.	While minor alterations to the off-street parking lot are requested, the impact to traffic on adjacent streets will be minimal, as existing parking facilities exist on-street, as well as adjacent to the requested project site.
Sufficient landscaped areas have been reserved for purposes of separating or screening the proposed structure(s) from the street and adjoining building sites and breaking up and screening large expanses of paved areas.	While landscape improvements were facilitated upon occupancy of the structure by New Life LLC, a landscape plan has not been provided, so it is unclear how the proposed landscaping will screen the development from the street and adjoining building sites. Staff cannot determine that sufficient landscape areas exist but notes that the associated landscaping has been improved since occupancy by the current tenant. A majority of the site, not already dedicated to landscaping, is developed with either structures or parking.
The proposed development will not restrict or cut out light and air on the property, or on the property in the neighborhood; nor will it hinder the development or use of buildings in the neighborhood or impair the value thereof.	The proposed development will not restrict or cut out light and air on the property, or on property in the neighborhood. The proposal features a temporary accessory structure to an existing medical office.
The improvement of any commercial or industrial structure will not have a substantial detrimental impact on the character or value of an adjacent residential zoning district.	The development of this site will not have a detrimental impact on the character or value of an adjacent zoning district since there are no residential improvements or zone in 300' proximity to the requested use, and the use is accessory to the existing structure and service provided.
The proposed development will not excessively damage or destroy natural features, including trees, shrubs, creeks, and the natural grade of the site.	The subject property is already developed, and existing on-site trees will be preserved. The parking lot area associated with the project features an undergrounded segment of Gibson Creek. Per Ukiah City Code (UCC) §9230.8, Gibson Creek provides



	riparian and aquatic habitat that supports a variety of insects, amphibians, fish, and animals and serves as a water source and migration corridor for wildlife. While improvements to the creek area remain outstanding, the proposed modular structure is not permanent and will be conditioned for removal as part of this Site Development Permit, thereby not prohibiting the intention of the DZC.
There is sufficient variety, creativity, and articulation to the architecture and design of the structure(s) and grounds to avoid monotony and/or a box-like uninteresting external appearance.	It is recommended that the Design Review Board assess the design of the proposed project and make recommendations for the applicant to align the proposal with the requirements for a Site Development Permit recognizing that modifications to modular structures are limited.

STAFF REQUEST

Staff is requesting the DRB review the project for consistency with the Downtown Zoning Code design standards and Site Development Permit findings to make a recommendation to the Planning Commission.

ATTACHMENTS

1. Application; Project Description; Site Plan; Architectural Details & Elevations;
2. Lease (City of Ukiah & New Life, LLC)