



**City Council
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 or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/88037313360>.

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 880 3731 3360
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

August 21, 2024 - 5:15 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4.a. After School Education and Safety (ASES) and Summer School Wrap Up Presentation.

Recommended Action: Recieve report.

Attachments: None

5. PETITIONS AND COMMUNICATIONS

6. APPROVAL OF MINUTES

6.a. Approval of the Minutes for the August 7, 2024, Regular Meeting.

Recommended Action: Approve the Minutes for the August 7, 2024, Regular Meeting.

Attachments:

1. 2024-08-07 Draft Minutes

7. RIGHT TO APPEAL DECISION

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

8. **CONSENT CALENDAR**

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

- 8.a. Approval of a Contract Amendment 1 for the Additional Design and Construction Management Services by West Yost for Technical Services Related to the Suspended Air Floatation (SAF) and Screw Press at the Waste Water Treatment Plant, in the Amount of \$179,000, and Approve Corresponding Budget Amendment.

Recommended Action: Approve contract amendment 1 with West Yost, and budget amendment in the amount of \$179,000.00, for additional Design and Construction Management Services.

Attachments: None

- 8.b. Approval of a Contract Amendment with Online Solutions LLC, DBA Citizenserve, for Additional Electronic Permit Streamlining and Services for the Community Development Department; and Approval of Corresponding Budget Amendments.

Recommended Action: Approve contract amendment with Online Solutions LLC, DBA Citizenserve, for additional electronic permit streamlining and services for the Community Development Department; and approve related budget amendments.

Attachments:

1. COU 2223-179 Online Solutions
2. Amendment 1 - C_2223-179 draft

- 8.c. Adoption of an Ordinance Adding Chapter 8 to Division 9 of the Ukiah City Code Entitled "Agriculture" and an Article 1 to Division 9, Chapter 8 Entitled "Agricultural Operations and the Right to Farm".

Recommended Action: Adopt Ordinance adding Chapter 8 to Division 9 of the Ukiah City Code entitled "Agriculture" and an Article 1 to Division 9, Chapter 8 entitled "Agricultural Operations and the Right to Farm".

Attachments:

1. UKGP_08 Agriculture Element
2. Ukiah Right to Farm Draft Ordinance

- 8.d. Adoption of an Ordinance Amending Section 251 of Division 1, Chapter 3, Article 3 of the Ukiah City Code, Pertaining to Compensation of the City Treasurer.

Recommended Action: Adopt Ordinance amending Section 251 of Division 1, Chapter 3, Article 3 of the Ukiah City Code, pertaining to compensation of the City Treasurer.

Attachments:

1. Treasurer Compensation Increase Ordinance - redline
2. Treasurer Compensation Increase Ordinance -clean
3. Senate Bill (SB) 329

- 8.e. Receive Report of Contract for Truck Route Study with TJKM Transportation Consultants in the Amount of \$44,965, and Approve Corresponding Budget Amendment.

Recommended Action: Receive report of a contract with TJKM Traffic Consultants in the amount of \$44,965 and approve corresponding budget amendment.

Attachments:

1. Truck Route RFP
2. TJKM Contract 2425091

- 8.f. Authorize City Manager to Execute a Memorandum of Understanding (MOU) with Ukiah Unified School District to Operate the After School Education and Safety Program for the 24/25 School Year.

Recommended Action: Authorize the City Manager to execute a Memorandum of Understanding between the City of Ukiah and Ukiah Unified School District to operate the After School Education and Safety Program for the 2024/ 2025 school year.

Attachments:

1. UUSD-COU School Year 2024-25 Agreement

- 8.g. Adoption of Ordinance Amending the Ukiah City Code to Address Regulatory Loopholes in the Prohibition of Outdoor Burning.

Recommended Action: Adopt ordinance amending Sections 5502 and 5503 of the Ukiah City Code to close the regulatory loophole in the City's prohibition of outdoor burning.

Attachments:

1. Ordinance Amending Fire Code Redline
2. Ordinance Amending Fire Code Clean

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (6:15 PM)

- 12.a. Possible Introduction of an Ordinance, by Title Only, Amending Various Sections of the Ukiah City Code to Update the City's Approval Process for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

Recommended Action: Introduce, by title only, an ordinance amending various sections of the Ukiah City Code to update the City's approval process for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) to enhance and clarify development standards and conform City regulations with California Government Code, including AB 976, AB 2221, and SB 477.

Attachments:

1. Existing Regulations – Article 3 (Low Density Residential) - ADU-JADU
2. Proposed Regulations - Article 5.3 (Accessory Dwelling Units)
3. Proposed Regulations – Article 5.4 (Junior Accessory Dwelling Units)
4. Proposed Draft Ordinance (Accessory Dwelling Units & Junior Accessory Dwelling Units)

- 12.b. Conduct a Public Hearing to Consider Adoption of a Resolution Approving the Submittal of a 2023-2024 CDBG Program Income-Only Application in Response to the 2023 State Community Development Block Grant Program Notice of Funding Availability, Amendment 1; and Approve Corresponding Budget Amendments if Awarded Funding for the Application.

Recommended Action: Conduct a Public Hearing and adopt resolution approving the submittal of a 2023-2024 CDBG Program Income-Only application in response to the 2023 State Community Development Block Grant Program Notice of Funding Availability, Amendment 1; and approve corresponding budget amendments if awarded funding for the application.

Attachments:

1. 2023_CDBG_NOFA_Amendment1

2. LocalAppPublicNotice
3. Local_App_2024
4. LocalAppBAP
5. Resolution

- 12.c. Conduct a Public Hearing to Solicit Public Comment Regarding the Intent to Apply for a United States Department of Agriculture (USDA) Rural Development Grant for a New Caterpillar Model 120 Motor Grader and Authorize Staff to Proceed with the Submittal of the Grant Application.

Recommended Action: Council is requested to conduct a Public Hearing to solicit public comment regarding the City's intent to apply for United States Department of Agriculture (USDA) Rural Development funding for a new Caterpillar Model 120 Motor Grader and authorize staff to proceed with submittal of the grant application.

Attachments:

1. USDA-RD-FS-CY2022DisasterWaterGrants
2. Petersen Brochure_120 Motor Grader

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- 14.a. Discussion with Possible Direction to Staff Regarding a Proposed Approach for Completing an Updated Historic Resources Survey and Developing a City of Ukiah Historic Preservation Code.

Recommended Action: Discuss and provide direction to Staff regarding a proposed approach for completing an updated Historic Resources Survey and developing a historic preservation code.

Attachments:

1. Historic Survey History Notes- Historical Society
2. Ukiah General Plan- Environment and Sustainability Element

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

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

Attachments:

1. 2024 City Council Special Assignments and Ad Hocs

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

- 15.a. **Conference with Legal Counsel – Initiation of Litigation**

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

Initiation of litigation (3 cases)

- 15.b. **Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9)

Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

- 15.c. **Conference with Legal Counsel – Existing Litigation**

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

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

- 15.d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCU-K-CVPT-20-74612
- 15.e. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 180-110-12; 180-120-15; 180-120-16
Negotiator: Shannon Riley, Deputy City Manager
Negotiating Parties: GMB Realty Partners, Inc.
Under Negotiation: Price & Terms of Payment
- 15.f. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-232-05 and 002-282-02
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Bartolomei Trustees
Under Negotiation: Price & Terms of Payment
- 15.g. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN No: 170-150-10-00
Negotiator: Sage Sangiacomo, City Manager
Negotiation Party: Twenty Years of Bliss LLC
Under Negotiation: Price & Terms of Payment
- 15.h. **Public Employee Performance Evaluation**
(Government Code Section 54956)
Title: City Manager
- 15.i. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

16. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm. Any handouts or presentation materials from the public must be submitted to the clerk 48 hours in advance of the meeting; for handouts, please include 10 copies.

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

Kristine Lawler, CMC/CPMC
Dated: 8/16/24



AGENDA SUMMARY REPORT

SUBJECT: After School Education and Safety (ASES) and Summer School Wrap Up Presentation.

DEPARTMENT: Community Services

PREPARED BY: Daniel Spence, Recreation Supervisor

PRESENTER: Daniel Spence, Recreation Supervisor

ATTACHMENTS:

None

Summary: The Recreation Department will present a short slideshow with highlights and information from the After School Education and Safety (ASES) partnership and the Summer School Safari Childcare partnership with Ukiah Unified School District (UUSD).

Background: The City's Childcare Programs are designed to provide a safe, nurturing, and engaging environment for children while supporting their development through a wide range of activities. The City monitors participation in its programs to ensure the needs and interests of the community and School District are being met. Offerings include sports, arts and crafts, cultural arts, dance, swimming, swim lessons, homework assistance, reading, enrichment activities, and meditation. By staying attuned to the preferences and feedback of families and educators, the City continually adapts and refines its programs. If a particular activity garners strong participation and positive feedback, the City prioritizes its continuation and expansion. Conversely, the City is proactive in modifying or replacing activities that may not resonate as strongly with participants. In a dynamic and evolving community, the goal is to provide childcare programs that not only meet the expectations of families and our partnering agencies but also foster the well-being and growth of the children served.

Discussion: This partnership between UUSD and the City's Childcare Programs provided a comprehensive and enriching experience for children this school year and summer. With a focus on cultural, educational, and recreational activities, key highlights from the programs include:

- During the school year, the ASES (After School Education and Safety) program was offered at five elementary school sites: Yokayo, Nokomis, Oak Manor, Frank Zeek, and Calpella. The ASES program catered to over 1,000 students and featured various activities.
- This last year, each school site hosted student talent shows, which allowed children to showcase their creativity and skills.
- The City also offered an elementary school sports league as part of the ASES program. This league included home and away games across the different UUSD schools, with UUSD assisting in transporting all student-athletes. This initiative promoted physical fitness, teamwork, and school spirit among the participants, their families and the staff and spectators of the games.
- The City offered four sports seasons. Season 1 was Flag Football with 66 students participating, Season 2 was Basketball with 82 students, Season 3 was Volleyball with 97 students, and Season 4 was Soccer with 137 student athletes.
- The City partnered with the Ukiah Unified School District (UUSD) to offer afternoon summer school programming at three sites: Nokomis Elementary, Oak Manor Elementary, and Pomolita Middle School. The program catered to a total of 727 children, with 319 at Nokomis, 341 at Oak Manor, and

67 at Pomolita. The partnership allowed for a well-rounded program that blended academic support with recreational and enrichment activities.

- Swim lessons were a significant component of the Summer School programming, with over 650 students participating. Lessons were offered in both English and Spanish, ensuring that all children had the opportunity to learn essential swimming skills in a language they understood. This emphasis on bilingual instruction underscores the City's commitment to inclusivity and accessibility.
- The program sites were staffed with a diverse team, including over 150 Spanish-speaking staff members. This ensures effective communication and a welcoming environment for all participants.
- The ASES and Summer School programs employ over 250 individuals, with many of these youth staff members being from the local community working their first job. This not only provided valuable work experience for young people but also strengthened community ties by involving local youth in meaningful employment opportunities.
- Middle school students in the Summer School and Spring Break programs had the opportunity to explore practical life skills such as financial planning, soldering, cooking, and engineering, offering them experiences that extend beyond the standard curriculum.
- Cumulatively, these programs account for over \$3 million of the Recreation Departments income, which is sufficient to cover the cost of staffing, administration and supplies.

Through these efforts, the City's Childcare Programs successfully provide a safe, educational, and fun environment for children while supporting the professional development of local youth.

Recommended Action: Recieve report.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jake Burgess, Community Service Supervisor

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 2** – Eliminate internal and external barriers to Diversity, Equity, and Inclusion within the systems of our organization. **Goal 3** – Recruit, retain and advance a community of staff that reflects, values, and celebrates the diversity of the community we serve **Goal 4** – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs. **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://us06web.zoom.us/j/81246281760>**

**Ukiah, CA 95482
August 7, 2024
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on August 7, 2024, having been legally noticed on August 2, 2024. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/81246281760>. Mayor Dueñas called the meeting to order at 6:03 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Juan V. Orozco, Susan Sher, Douglas, F. Crane, and Josefina Dueñas. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; Kristine Lawler, City Clerk; and Araceli Sandoval, Acting Clerk.

MAYOR DUEÑAS PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Sher.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Receive Presentation of Exceptional Employee Recognition Awards.

Presenter: Sage Sangiacomo, City Manager; Sean White, Water Resources Director; and Mayor Dueñas.

The Employee Recognition Award was received by:

Tyler Anderson, Environmental Lab Technician III, Water Resources: Tyler Anderson has been selected as the recipient of the Exceptional Employee program for the second quarter of 2024. Tyler's computer expertise enabled him to develop a tool that extracts data from Team Member tablets and generates a PowerPoint presentation that provides a clear and concise display of key plant statistics, facilitating data-driven operational adjustments for daily plant optimization. This program also helps reduce meeting times as well as streamline regulatory reporting

A PowerPoint presentation was given.

b. Council to Receive Presentation on the Ukiah Valley Golf Course 2024/2025 Capital Improvement Plan.

Presenter: Maya Simerson, Project and Grant Administrator.

Public Comment: Frank Johnson, PGA Director of Golf

Presentation was received.

5. PETITIONS AND COMMUNICATIONS

Acting Clerk, Araceli Sandoval, stated that all communications had been distributed.

6. APPROVAL OF MINUTES

- a. **Approval of the Minutes for the July 17, 2024, Special Meeting.**
- b. **Approval of the Minutes for the July 17, 2024, Regular Meeting.**
- c. **Approval of the Minutes for the August 1, 2024, Special Meeting.**

Motion/Second: Sher/Rodin to approve Special and Regular meeting minutes of July 17, and the Special meeting of August 1, 2024, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: Orozco for Special and Regular Meetings of July 17, 2024.

7. RIGHT TO APPEAL DECISION

The Mayor read the rights to appeal a decision.

8. CONSENT CALENDAR

- a. Report of Disbursements for the Month of June 2024. – *Finance*
- b. Report to Council of Emergency Purchase of Digester Replacement Parts and Labor for Installation at the Wastewater Treatment Plant in the Amount of \$44,065.00 – *Public Works*.
- c. Approval of Purchase of Two Tesla Model 3s in the Amount of \$108,664.46 and Two Custom Law Enforcement Upfits from Unplugged Performance in the Amount of \$17,494 Per Vehicle for a Total of \$34,988 Plus Tax – *Police*.
- d. Approval of Purchase (2425-093) of Axon Fleet 3 Car Cameras with Five-Year Service Agreement in the Amount of \$166,837.25 for Ukiah Police Department – *Police*.
- e. Consideration of Rejecting All Bids Received for the Riverside Park Regeneration Project, Specification 24-05 – *Community Services*.
- f. Report of Financial Contribution (PO NO. 48628) in the Amount of \$60,000 to the Inland Water and Power Commission for Legal Services Related to the Potter Valley Project – *Public Works*.
- g. Approval of Notice of Completion for the Todd Grove Park Public Barbecue Facility Reconstruction, Specification No. 23-03, and Approve Final Payment of the 5% Retention to MARZ Engineering – *Finance*.
- h. Approve an Agreement (2425-088) with Adventist Health System/West, and Authorize the City Manager to sign a Three-Year Agreement to Provide Inter-Facility Transfer (IFT) Services – *Fire*.
- i. Consideration of Adoption of Resolution (2024-36) Approving Records Destruction for the Police Department – *City Clerk*.
- j. Receive Annual Report of Boards and Commission Term Expirations and Vacancies – *City Clerk*.
- k. Consideration of an Award of Contract (2425-089) for the Hazardous Material Removal Demolition at 501 South State Street, Specification No. 24-06, to AFM Environmental Incorporated for the Amount of \$145,000 – *Community Development*.

Motion/Second: Crane/Sher to approve Consent Calendar Items 8a-8k, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

9. **AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

No public comments were received.

10. **COUNCIL REPORTS**

Presenters: Councilmembers Rodin and Orozco, and Vice Mayor Crane.

11. **CITY MANAGER/CITY CLERK REPORTS**

Presenters:

- **FEMA Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Potter Valley Project Update** - Phil Williams, Legal Counsel and Sean White, Water Resources Director.
- **Election Update** – Kristine Lawler, City Clerk.
- **Master Tax Sharing Agreement Update** – Sage Sangiacomo, City Manager.

12. **PUBLIC HEARINGS (6:15 PM)**

a. **Possible Introduction of an Ordinance by Title Only Adding Chapter 8 to Division 9 of the Ukiah City Code Entitled "Agriculture" and an Article 1 to Division 9, Chapter 8 Entitled "Agricultural Operations and the Right to Farm".**

Presenters: Craig Schlatter, Community Development Director and Darcy Vaughn, Assistant City Attorney.

PUBLIC HEARING OPENED AT 7:12 P.M.

Public Comment: Linda Sanders and Jazzmynn Randall.

PUBLIC HEARING CLOSED AT 7:25 P.M.

Motion/Second: Rodin/Crane to introduce the Ordinance, by title only. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

Acting Clerk, Araceli Sandoval, read the following ordinance title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING CHAPTER 8 TO DIVISION 9 OF THE UKIAH CITY CODE ENTITLED "AGRICULTURE" AND AN ARTICLE 1 TO DIVISION 9, CHAPTER 8 ENTITLED "AGRICULTURAL OPERATIONS AND THE RIGHT TO FARM".

Motion/Second: Crane/Rodin to introduce the Ordinance adding Chapter 8 to Division 9 of the Ukiah City Code entitled "Agriculture" and an Article 1 to Division 9, Chapter 8 entitled "Agricultural Operations and the Right to Farm". Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

b. Conduct a Public Hearing and Consider Adoption of Resolution for User Fees at the Ukiah Regional Airport.

Presenter: Greg Owen, Airport Manager.

PUBLIC HEARING OPENED AT 7:37 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:37 P.M.

Motion/Second: Crane/Rodin to adopt the Resolution (2024-37) and corresponding Exhibit A user fee schedule for the Ukiah Regional Airport. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

13. UNFINISHED BUSINESS

a. Receive Report Regarding the Economic Development and Financing Corporation (EDFC); Consideration of Request for Funding from EDFC; and Authorize the City Manager to Negotiate and Execute Performance Agreement Between the City of Ukiah and EDFC in the Amount of \$12,455.25 for FY 2024-25.

Presenters: Shannon Riley, Deputy City Manager and Robert Gernert, EDFC Executive Director.

A PowerPoint presentation was given.

Motion/Second: Rodin/Crane to receive report regarding the Economic Development and Financing Corporation (EDFC) and authorize the City Manager to negotiate and execute Performance Agreement (2425-090) between the City of Ukiah and EDFC. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

b. Provide Direction to Staff Regarding Future Use of Orr Street Bridge.

Presenters: Shannon Riley, Deputy City Manager and Tim Eriksen, Public Works Director/City Engineer.

Public Comment: Porter Dinehart, Linda Sanders, and Maureen Mulheren.

Motion/Second: Rodin/Crane to give the following direction to Staff:

- Open the bridge as a one-lane bridge (for vehicles); 10' driving lane and bike/ped lane on the east side of the bridge; Botts dots (reflective bumps) to divide the bike/ped lane; painted 6' bike/ped lane.
- Add lighting to the bridge.
- Place speed bumps (designed for 10-15 mph and most uncomfortable as possible) on Orr Street, one on the north end and one on the south end.
- To explore options to paint the bridge (frame and railings), preferable with graffiti-resistant paint.
- Provide written notice to the neighborhood, notifying residents and owners of the changing conditions.

- Gathering the base line data first, followed by the traffic data (speed, traffic count) after the bridge is open.

Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Crane, and Dueñas. NOES: Sher. ABSENT: None. ABSTAIN: None.

Council Directive to direct Staff to bring the item back after the bridge has been open, data has been collected, and it has gone back to the ad hoc (approximately seven to eight months).

RECESS: 8:58 - 9:13 P.M.

14. **NEW BUSINESS**

a. Consider Introducing by Title Only and Ordinance Amending the Ukiah City Code to Address Regulatory Loopholes in the Prohibition of Outdoor Burning.

Presenter: Justin Buckingham, Ukiah Valley Fire Authority Battalion Chief

Motion/Second: Crane/Rodin to introduce the Ordinance, by title only. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

Acting Clerk, Araceli Sandoval, read the following ordinance title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTIONS 5502 AND 5503.A IN CHAPTER 6 OF DIVISION 6 OF THE UKIAH CITY CODE, REPLACING CALIFORNIA FIRE CODE SECTION 1102.3 WITH LOCALLY ADOPTED RULES GOVERNING OUTDOOR BURNING.

Motion/Second: Crane/Rodin to introduce the ordinance amending Sections 5502 and 5503 of the Ukiah City Code to close the regulatory loophole in the City's prohibition of outdoor burning. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

b. Discussion and Possible Introduction by Title Only of an Ordinance Amending Section 251 of Division 1, Chapter 3, Article 3 of the Ukiah City Code, Pertaining to Compensation of the City Treasurer.

Presenters: Darcy Vaughn, Assistant City Attorney and Sage Sangiacomo, City Manager.

Motion/Second: Crane/Orozco to introduce the Ordinance, by title only. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

Acting Clerk, Araceli Sandoval, read the following ordinance title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 251 OF THE UKIAH CITY CODE, PERTAINING TO COMPENSATION OF THE CITY TREASURER.

Motion/Second: Crane/Rodin to introduce an Ordinance amending Section 251 of the Ukiah City Code, pertaining to compensation of the City Treasurer [increasing the compensation to \$720 per month]. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

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

No reports were received.

d. Designation of Voting Delegate and Possible Alternate for the League of California Cities Annual Conference – October 16-18, 2024.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Rodin/Crane to designate Mayor Duenas as the Voting Delegate to represent the City of Ukiah for the 2024 League Annual Conference; and authorize the City Clerk to submit the Voting Delegate/Alternate Form on their behalf. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

15. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

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

Initiation of litigation (3 cases)

b. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9)

Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

c. Conference with Legal Counsel – Existing Litigation

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

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

d. Conference with Legal Counsel – Existing Litigation

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

Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCUК-CVPT-20-74612

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 180-110-07

Negotiator: Shannon Riley, Deputy City Manager

Negotiating Parties: GMB Realty Partners, Inc.

Under Negotiation: Price & Terms of Payment

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-232-05 and 002-282-02

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Bartolomei Trustees

Under Negotiation: Price & Terms of Payment

g. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-230-03-00

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Mark and Jann Lanz

Under Negotiation: Price & Terms of Payment

h. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN No: 170-150-10-00

Negotiator: Sage Sangiacomo, City Manager

Negotiation Party: Twenty Years of Bliss LLC

Under Negotiation: Price & Terms of Payment

i. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

j. Public Employee Performance Evaluation

(Government Code Section 54956)

Title: City Manager

No Closed Session was held.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 9:43 p.m.

Araceli Sandoval, Acting Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of a Contract Amendment 1 for the Additional Design and Construction Management Services by West Yost for Technical Services Related to the Suspended Air Floatation (SAF) and Screw Press at the Waste Water Treatment Plant, in the Amount of \$179,000, and Approve Corresponding Budget Amendment.

DEPARTMENT: Public Works **PREPARED BY:** Jason Benson, Senior Civil Engineer, Sean White, Water Resources Director
PRESENTER: Jason Benson, Public Works Senior Engineer

ATTACHMENTS:

None

Summary: City Council will consider approval of a contract and budget amendments with West Yost for additional design and construction management for the Thickening and Dewatering Improvements Project.

Background: At the May 18, 2022 meeting, Council awarded a professional services agreement with West Yost for the design of the Suspended Air Floatation (SAF) and Screw Press for \$522,087. On June 7, 2023, Council awarded Pacific Infrastructure for construction of the Thickening and Dewatering Improvements Project. West Yost will provide construction management services during construction, which includes Engineering Services During Construction (ESDC).

The project was consolidated into one bid package, resulting in a credit to the contract of approximately \$9,000, as only one bid period was needed instead of two.

Additional work included the addition of eight Variable Frequency Drives (VFDs), with four VFDs added in the Main Electrical Building and four VFDs added in the Trickling Filter Electrical Building. This work, which was out-of-scope but necessary to better control the flow to the new SAF units, required routing new ductbanks to the Washwater Pumps and re-using existing conduits for the primary scum pumps. The effort for the eight new VFDs required fourteen new drawings and modifications to a few existing drawings, costing approximately \$62,000 or \$4,400 per drawing.

Moreover, additional effort for Engineering Services During Construction (ESDC) has been necessary. The original budget for ESDC was \$137,108, covering the two combined areas. However, due to a higher number of submittals, Requests for Information (RFIs), and design clarifications than initially anticipated, additional effort was required. To date, approximately \$161,500 has been spent, and an additional \$38,500 is projected to be needed to finish construction, resulting in a total additional cost of approximately \$63,000. Specifically, the original budget accounted for reviewing 40 submittals and resubmittals, but approximately 90 submittals have been reviewed to date. Similarly, the original budget anticipated responding to 20 RFIs, but approximately 55 RFIs have been addressed so far. Additionally, the original budget did not allocate funds for Potential Change Order (PCO) review and design clarifications, but approximately 25 PCOs have been reviewed, and five design clarifications have been created. The original electrical and Instrumentation & Control (I&C) budget, along with the additional eight VFDs, assumed the development of 32 drawings. However, 50 drawings were required to complete the electrical and I&C design. This additional 18 drawings required \$38,000 more in effort.

The construction schedule has also been extended because of supply chain issues, resulting in more coordination and construction meetings. These unforeseen tasks required additional engineering and construction management services to ensure project success, costing an additional \$179,000.

Discussion: A contract and budget amendment in the amount of \$179,000, of which \$165,094 has been spent as of June 30, 2024, is necessary for additional engineering and construction management services to complete the project, ensuring efficient wastewater treatment and minimizing maintenance. Amendment 1 would increase the contract total to \$701,087.00.

This unplanned expenditure will require the use of remaining sewer fund reserves, if available, and/or internal borrowing. The Ukiah Valley Sanitation District will share in approximately half the cost under the terms of the current operating agreement. It has been notified of the increased expenditure.

Recommended Action: Approve contract amendment 1 with West Yost, and budget amendment in the amount of \$179,000.00, for additional Design and Construction Management Services.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$522,087

PROPOSED BUDGET AMOUNT: \$701,087.00

FINANCING SOURCE: Cost share with UVSD and remaining sewer fund reserves/internal borrowing

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Finance Department

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approval of a Contract Amendment with Online Solutions LLC, DBA Citizenserve, for Additional Electronic Permit Streamlining and Services for the Community Development Department; and Approval of Corresponding Budget Amendments.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director.

ATTACHMENTS:

1. COU 2223-179 Online Solutions
2. Amendment 1 - C _2223-179 draft

Summary: Council will consider approval of a contract amendment with Online Solutions LLC, DBA Citizenserve, for additional electronic permit streamlining and services for the Divisions of Planning, Building, Code Enforcement, Fire Prevention, and Business Services of the Community Development Department. Council will also consider approving corresponding budget amendments.

Background: On May 20, 2020, the City Council adopted Resolution No. 2020-25 authorizing submittal of an application for, and receipt of, \$65,000 in Local Government Planning Support Program (also referred to as the Local Early Action Planning Program, or LEAP) funds. On November 3, 2020, the City received notification from the Department of Housing and Community Development (HCD) that the application had been awarded, and on March 22, 2021, the standard agreement, 20-LEAP-15456, was executed.

On February 11, 2022, Mendocino Council of Governments (MCOG) executed grant # 21-REAP-16842 with HCD for \$383,245 in Regional Early Action Planning (REAP) funding for Mendocino County jurisdictions. Of this amount, the City of Ukiah was awarded \$69,536.37 based on its population size. The award was for the City's purchase of electronic permitting software.

After completion of a competitive procurement process, on March 15, 2023, Council approved authorization for the City Manager to negotiate and execute a contract with Online Solutions, LLC DBA Citizenserve, and COU No. 2223-179 (Attachment 1) was executed between the City and Citizenserve on May 2, 2023. The total contract was \$209,057 over five years, including setup and annual user fees for 15 licenses.

Funding Made Available for Electronic Permitting and Citizenserve Quotes

MCOG staff reached out to staff of Mendocino County incorporated cities on July 30, 2024, to announce that of the \$383,245 in REAP funds, \$75,100 would be unspent unless reallocated to cities needing the funding. Additionally, the remaining funding would need to be expended by September 14, 2024.

Additionally, of the four tasks in 20-LEAP-15456, as of August 2024, two were completed and one--for an update to the Historic Structure Development Policy--will not be completed by the expenditure deadline (September 30, 2024). The fourth activity is for purchase of the Department's electronic permitting software Online Solutions, DBA Citizenserve, of which \$40,100 in LEAP funds was allocated.

To ensure no funding was "left on the table" for both the City's LEAP award and MCOG's REAP award, Staff requested quotes for additional electronic permitting services from Citizenserve. Staff also requested a quote for paying for an additional year of Citizenserve user fees such that there would be no impact to the General Fund until 2027. The following was received:

1. Invoice 5652 - for Historical Permits Data Migration - \$10,000

This will migrate all historical permits currently in the City's financial software, MUNIS, into Citizenserve resulting in time savings and increased accuracy for Staff in entering permit information and looking up historical information in the future.

2. Invoice 5653 - for GIS Integration - \$10,000

This will integrate GIS/mapping services into Citizenserve, enabling users enhanced mapping capabilities when working with the software and resulting in more comprehensive and transparent information sharing with customers.

3. Invoice 5654 - for annual user fee for 2025-2026 - \$31,500

Services Funded through Approved MCOG Funding and Amended LEAP Grant

To pay for another year of Citizenserve and additional electronic permit streamlining services via LEAP, Staff requested to move \$13,951.47 of unspent funding in Task 1 to Task 4. On August 7, 2024, HCD approved this request, bringing the total to \$54,051.47 in LEAP funding for the software.

On July 30, 2024, Staff requested \$25,912.57 from the unspent MCOG REAP funds to pay for remaining Citizenserve electronic permitting services. On August 14, 2024, MCOG staff notified Staff that both the MCOG Board and HCD had approved the City's request.

As a result of the approved amendment to the City's LEAP contract and the additional REAP funding from MCOG, the total in grant funding awarded to the City for purchase of the electronic permitting software and additional streamlining services is \$149,500.

Discussion: To initiate these changes such that Staff can bring the services online and receive full reimbursement from LEAP and REAP, the following is requested:

1. Authorize the City Manager to execute Contract Amendment No. 1 (Attachment 2) to COU No. 2223-179, bringing the new contract total to \$229,500.

2. Execute budget amendments to allocate \$26,448.53 to REAP and \$51,837.84 to LEAP for FY 2025.

Note that the cost of the additional services, \$20,000, plus one additional year of Citizenserve user fees at \$31,500, will be entirely paid for by LEAP and REAP so there will be no net cost to the City for these budget amendments. Additionally, the budget amendment is requesting the full amount of the balance of the available funds for both grants.

Recommended Action: Approve contract amendment with Online Solutions LLC, DBA Citizenserve, for additional electronic permit streamlining and services for the Community Development Department; and approve related budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: 31523100.54320.18361 (REAP): \$45,912.16; 31523100.54320.18239 (LEAP): \$51,837.84

FINANCING SOURCE: LEAP and REAP grants

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 2223-179

COORDINATED WITH: Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

**AGREEMENT FOR
PERMITTING SOFTWARE SYSTEM**

This Agreement, made and entered into this 2nd day of May, 2023 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Online Solutions, LLC (DBA Citizenserve), a Limited Liability Company organized and in good standing under the laws of the state of Nevada, hereinafter referred to as "Vendor".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires vendor products and services related to providing a Permitting Software System.
- b. Vendor represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Vendor agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".

- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Vendor. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Vendor shall commence performance of services as required by the Scope-of-Work and attached schedule upon receipt of a Notice to Proceed. Timeline includes 6 months for implementation, and five years of an annual software subscription. Vendor shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Vendor contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of these services of this Agreement, Vendor shall be compensated on a fixed fee basis not to exceed a guaranteed maximum dollar amount of \$209,057 for the total project costs, including five (5) year license renewal.

Payment schedule for work performed by the Vendor and accepted by the City are set forth in the attached Attachment B. Vendor shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 **Changes.** Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 **Sub-contractor Payment.** The use of sub-contractors or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-contractors shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 **Terms of Payment.** Payment to Vendor for products and services rendered in accordance with this contract shall be based upon submission of detailed invoices for the work satisfactorily performed to complete each milestone outlined in Attachment B, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the milestone the work was performed to achieve, and the fees charged for achievement of that milestone in accordance with the payment structure by milestone outlined in Attachment B. Invoices shall be accompanied by documentation sufficient to enable City to determine that the milestone has been achieved.

5.0 ASSURANCES OF VENDOR

- 5.1 **Independent Contractor.** Vendor is an independent contractor and is solely responsible for its acts or omissions. Vendor (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Vendor is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Vendor under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Vendor and City.

Vendor shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Vendor agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Vendor, including the legal costs associated with defending against any audit, claim, demand or law suit.

Vendor warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 **Conflict of Interest.** Vendor understands that its professional responsibility is solely to City. Vendor has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Vendor shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Vendor has a disclosure obligation under the City's local conflict of interest code, the Vendor shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 **Insurance Liability.** Without limiting Vendor's obligations arising under Paragraph 6.2 Vendor shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Professional liability insurance appropriate to the Vendor's work

B. **Minimum Limits of Insurance**

Vendor shall maintain limits no less than:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

4. Professional (Errors and Omissions) liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Vendor, products and completed operations of the Vendor, premises owned, occupied or used by the Vendor, or automobiles owned, hired or borrowed by the Vendor for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Vendor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Vendor's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one year from date of final approved invoice for this project.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Vendor shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Vendor begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Vendor fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the Vendor after notice to Vendor that City has paid the premium.

G. Subcontractors

Vendor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Vendor agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Vendor in the performance of services under this contract by Vendor, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Vendor, include their officers, employees, agents, and sub-contractors.

7.0 DATA SECURITY.

7.1 Ownership and Use of City Data. "City Data" means (i) data and information regarding the activities of the business of the City and provided to, or collected or generated by Vendor in connection with providing products and the performance of the Services under the Agreement, and (ii) data and information accessed, processed or stored by Vendor as part of the Products and Services. As between the parties, City Data shall be and remain the property of the City. Vendor shall use City Data solely to perform Vendor's obligations under the Agreement. Except as expressly permitted in the Agreement, Vendor shall not sell, assign, lease, disseminate, or otherwise dispose of City Data or any part thereof to any other person, and Vendor shall not commercially exploit any part of City Data. Vendor shall not allow its employees, agents, or subcontractors to do any of the foregoing and shall take reasonable measures to prevent such misuse.

7.2 Use of Personal Data. "Personal Data" means any information that specifically identifies any consumer, customer or employee of the City or living or dead individual person, including any personally-identifiable information or any information that could be associated with such individual, such as drivers' license numbers, account numbers and addresses. Vendor will exercise all due care with respect to Personal Data and the collection, handling, delivery, processing and transmission thereof, including, with respect to confidentiality, security and any consent or authorization necessary to use such information as required to provide the Products and perform the Services.

7.3 Treatment in Accordance with Data Laws. Vendor will treat all Personal Data in accordance with all federal and California citable court decisions, statutes, duly promulgated federal and California regulations, policies and administrative determination and decisions and provisions of the United States and California Constitutions and international treaties and conventions to which the United States is party and which have been implemented in the United States ("Applicable Laws"), including privacy laws and other laws as may be applicable to the use, unauthorized access to, confidentiality of and security of Personal Data, and procedures relating to the foregoing, including the international transfer of Personal Data (collectively "Data Laws").

7.4 Disclosure of Personal Data. Vendor shall not rent, sell, disclose, transfer, store, retain or use any Personal Data except as necessary and proper to provide the Product and perform the Services. Vendor will disclose Personal Data only to its employees, officers, agents and any third parties who have a need to know such Personal Data as is necessary for providing the

Product and performance of the Services and for no other reasons, and further provided that (i) Vendor informs such recipients of Personal Data of their obligations with respect to such Personal Data, (ii) such disclosure is in properly secured or encrypted formats, as may be applicable given the nature of the transmission, disclosure and Personal Data at issue, (iii) such third parties are contractually bound to treat the Personal Data in a manner no less protective than as required of Vendor hereunder, and (iv) Vendor will remain liable for all acts and omissions of such persons or entities.

- 7.5 **Protection of Data.** Vendor shall maintain appropriate physical, technical and organizational measures to protect all Personal Data against accidental loss or unauthorized access, use, disclosure, alteration, or destruction. Vendor acknowledges that the level of security that is appropriate will depend on the sensitivity of the information, the risks represented by the processing, the harm that is likely to result from a breach of security, industry standards and Applicable Law, including all Data Laws.
- 7.6 **Correction or Updating of Data.** Vendor will correct or update such Personal Data upon confirmed notice from the City or the individual who is the subject of the Personal Data that the data is incorrect.
- 7.7 **Security Breach.** For purposes of this section, "Security Breach" means any actual or potential unauthorized or accidental access, use, loss or disclosure of any City Data or Personal Data or a breach of Consultant's security or information systems that could reasonably be expected to expose any City Data or Personal Data to such unauthorized or accidental access or use. Vendor will notify the City promptly (or immediately if required by Applicable Law) in writing of any Security Breach. Each Party will provide, at its own expense, all necessary and reasonable cooperation to the other to comply with any Data Laws applicable to such Security Breach, including the notification of all individuals who may have a right to be informed of the Security Breach and the investigation and prosecution of such Security Breach. Vendor will immediately take all necessary measures to remedy such Security Breach and provide the City a written plan identifying the measures Vendor will implement to avoid any subsequent Security Breach of a similar nature.
- 7.8 **Audit and Verification.** Vendor will provide reasonable cooperation to the City and any governmental authorities with jurisdiction to audit and verify Vendor's data security systems and procedures in order to confirm the City's and Vendor's respective and collective compliance with these provisions and any applicable Data Laws.
- 7.9 **Disclosure Required by Law.** Vendor may disclose City Data or Personal Data as required by any Applicable Law, regulation, rule, court or administrative order or similar legal requirements. In the event of any such required disclosure, Vendor will notify the City in advance of such disclosure and cooperate in any effort to minimize the extent of such disclosure and maintain the confidentiality of such City Data or Personal Data.

7.10 **Amendment as a Result of Change in Data Laws.** The parties in good faith agree to revisit and amend this Section from time to time as necessary to comply with changes to relevant Data Laws.

8.0 **WARRANTIES**

8.1 **Software Warranty.** Vendor warrants that the standard commercial-off-the-shelf software will perform without Defects during the term of this Agreement. If the Vendor's software does not perform as warranted, Vendor will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in the Service Level Agreement (SLA) appended to this contract as Exhibit _and Vendor's then current Support Call Process.

8.2 **Service Warranty.**

- A. To the extent the implementation of Vendor's software requires the delivery and/or implementation of software modifications, interfaces, web service connectivity, data conversion routines, and/or other non-baseline code contracted for in the attached Statement of Work (SOW), Vendor warrants that such software (i) will be accompanied by the source code and, at the time of delivery, will be free of all viruses, time bombs, Trojan horses or other malicious code and (ii) will conform with City's specifications and intended use. In the event of non-conformance with City's specification, Vendor shall promptly correct, repair or modify the identified defect or deviation within thirty days of City's written demand. If Vendor fails to correct, repair or modify the defect or deviation to the City's satisfaction, which is not to be unreasonably withheld, Vendor shall promptly refund to the City the amount paid to Vendor for the Deliverable and, at City's election, this Agreement shall be deemed terminated.
- B. To the extent implementation of Vendor's software requires expert consulting services from Vendor personnel or Vendor sub-contractor personnel to help install, configure, write business or technical specifications, train end users, or perform all other such consulting services necessary for the successful implementation of Vendor's software, the Vendor warrants that it shall perform the Services (a) in accordance with the Agreement, and (b) with standard of skill, care and diligence that would be expected of an expert professional provider of the Services.
- C. Upon receipt of notice from City of any failure to comply with the terms of the Agreement, Vendor shall without additional compensation correct any such non-compliance within a time acceptable to City and reimburse City for any resulting costs, expenses or damages suffered by City, including but not limited to, costs of removal, reinstallation, re-procurement and any other third-party costs, damages and losses incurred by City. If Vendor fails to timely cure non-complying Services, City may use another contractor to replace or repair such non-compliant Services. Vendor shall not be liable for any other consequential damages, including, but not limited to, loss of profits or revenue, cost of capital, loss of use of equipment or facilities, cost of purchased or replacement power, or claims of customers due to loss of service.
- D. THE WARRANTIES SET FORTH IN THIS SECTION 8.0 ARE IN LIEU OF ALL OTHER WARRANTIES RELATING TO THE PRODUCT AND SERVICES WHETHER STATUTORY, EXPRESS OR IMPLIED AND VENDOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF

MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. The warranties and obligations contained in this Section 8.0 are Vendor's sole warranties and CITY's exclusive remedy with respect to the warranty of the Products and Services described above; provided, however, the foregoing shall not in any manner affect CITY's rights of indemnification or direct damages for breach of, under or pursuant to the Agreement. No failure on the part of CITY in the exercise of any right or remedy shall operate as a waiver of or by City of their right to exercise any other right or remedy.

9.0 LIMITATION OF LIABILITY

- 9.1 In no event shall City be liable to Vendor for any special, incidental, indirect, punitive or consequential loss or damage or prejudgment interest at an annual interest rate greater than 2% whether or not such loss or damage is caused by the fault or negligence of City, their employees, or agents. City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from performance or breach thereof shall in no case exceed the amount specified in Section 4.1, plus the cost to the City of any applicable Change Orders.
- 9.2 In no event shall Vendor be liable to City for any special, incidental, indirect, punitive or consequential loss or damage or prejudgment interest at an annual interest rate greater than 2% whether or not such loss or damage is caused by the fault or negligence of Vendor, its employees, agents or subcontractors. This exclusion of liability for special, incidental, indirect, punitive or consequential loss or damage applies to loss of profits or revenue, cost of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to third party claims requiring indemnification under Section 6.2.

10.0 INTELLECTUAL PROPERTY

- 10.1 Vendor warrants that it owns or has the rights to and the power and authority to transfer the Services to the City, and that Vendor has the rights in the Services granted under this Agreement. Vendor further warrants that the Services shall be delivered free of any rightful claim of any third party for infringement of any United States patent, copyright, trade secret, or other intellectual property right. Vendor agrees to fully indemnify and defend the City from any such claim of infringement against the City and to hold the City harmless from any resulting damage or expense. If any such claim is made against the City, after the City has given Vendor notice of the claim, Vendor shall procure any necessary legal defense for City from qualified attorneys approved by City and shall pay any and all costs or expenses of such defense, including costs incurred by the City.
- 10.2 City acknowledges that the Services may in whole or in part be created using Vendor prior acquired knowledge, skill and expertise, and may include Vendor proprietary information and prior developed intellectual property of Vendor, which Vendor shall continue to own and have an unrestricted right to use for other purposes. To the extent that such Vendor prior developed and proprietary materials are included in the Services, City shall have a subscription to use the proprietary materials as part of the Services for the duration of the City's subscription. The Services will be available to the named users on the City's subscription. Vendor shall have no continuing proprietary interest in the Services, except as stated herein. Vendor may retain archival copies of the Services for Vendor's internal use, and nothing herein shall prevent

Vendor from continuing to use Vendor's information, knowledge, skill and/or expertise for other purposes.

- 10.3 Vendor agrees that all Services, which means and includes all reports, designs, diagrams, studies, conclusions, recommendations, analyses and other materials developed, generated or produced by Vendor pursuant to this Agreement shall be owned by and shall be the exclusive property of City for use as a contribution to a collective work, and considered a "WORK MADE FOR HIRE" as that term is defined for copyright and other purposes. Vendor hereby assigns all copyrights, patents, service marks and trademarks and all other intellectual property rights of Services and all software, documentation, and other products and materials related to the Services and supplied to City finally and irrevocably to City, and Vendor agrees to execute any and all documents necessary to accomplish such assignment and/or to allow City to register any patent, service or trade mark, or copyright arising from the Services performed pursuant to this Agreement.

11.0 TERMINATION

11.1 Termination for Convenience

- A. The City may, at its option, terminate the Agreement in whole or in part with 60 days' notice by written notice thereof to Vendor, whether or not Vendor is in default.
- B. Upon any such termination, the City shall pay Vendor for all Services completed and complying with the Scope of Work, not to exceed the total price of the Agreement. Upon receipt of any notice of termination for convenience and unless the notice requires otherwise, Vendor shall forthwith:
 - 1. Make best efforts to obtain cancellation of all orders and subcontracts to the extent they relate to the performance of the Services terminated; and
 - 2. Deliver to the City all deliverables expressly identified in the Agreement, whether or not complete, related to the Services.

11.2 Termination for Cause

- A. The City may, by written notice of default to Vendor terminate the whole or any part of the Agreement if:
 - 1. Vendor (or its subcontractor) fails to perform any or all of Services under the Agreement or fails to make progress so as to endanger timely completion of the Services, and Vendor does not immediately cure, or cause a cure of, such failure.
 - 2. Vendor is generally unable to pay its debts as they come due, or makes an assignment for the benefit of creditors; or Vendor applies for or consents to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property, or such a receiver, trustee or similar officer is appointed without the application or consent of Vendor, and such appointment continues undischarged for a period of thirty (30) days; or Vendor or creditor institutes (by petition, application,

answer or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation or similar proceeding under the laws of any jurisdiction or any such proceeding is instituted against Vendor.

- B. Unless otherwise stated in the notice of default, upon receipt of notice of termination for cause, Vendor shall:
 - 1. Discontinue the Services or the portion of the Services specifically referred to in the notice;
 - 2. Make every reasonable effort to obtain cancellation upon terms satisfactory to the City of all orders and subcontracts to the extent they relate to the performance of the Services terminated;
 - 3. Deliver to the City all deliverables as expressly identified in the Agreement, whether completed or in process related to the Services.
- C. If, after delivery of written notice of default it is determined for any reason that Vendor was not in default, Vendor's sole remedy shall be the same as if the City terminated the Agreement for convenience pursuant to Section 11 of this Agreement.
- D. The rights and remedies of the City provided in this Section 11.2 are cumulative with any other remedies that may be available to it under this Agreement or applicable law, including equitable relief.

12.0 CONTRACT PROVISIONS

- 12.1 Governing Law. Vendor shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law. The Parties waive their right to trial by jury. Any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County. In the event any party moves to change venue under Code of Civil Procedure Section 394, it shall be deemed to have stipulated to the appoint of an out-of-county judge to hear the case in Mendocino County.
- 12.2 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 12.3 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 12.4 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 12.5 Assignment. Vendor's services are considered unique and personal. Vendor shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.

12.6 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

12.7 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

13.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY OF UKIAH
DEPT. OF COMMUNITY SERVICES
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

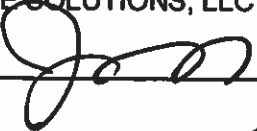
Online Solutions, LLC (DBA Citizenserve)
Attention: James Garvey
1101 E Warner Rd, Suite 160
Tempe, Arizona 85284

14.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

ONLINE SOLUTIONS, LLC (DBA Citizenserve)

BY:



5/3/2023
Date

PRINT NAME:

Jim Garvey
57-1152874 *manager*

IRS IDN Number

CITY OF UKIAH

BY:


SAGE SANGIACOMO
CITY MANAGER

May 11, 2023
Date

ATTEST



Kristine Lawler (May 12, 2023 07:47 PDT)

CITY CLERK

May 12, 2023
Date

ATTACHMENT A

SCOPE OF SERVICES

This Statement of Work (SOW) defines the services and deliverables that Citizenserve provide Customer. All services will be conducted remotely.

Implementation Scope

Citizenserve will use an agile methodology to engage in the implementation phases.

Completion of the Setup Checklist. The Citizenserve account manager will provide a Setup Checklist of supporting documentation that will be required to begin the setup. The supporting documentation typically includes items like copies of permit and license applications, fee structures, notices, and forms, etc. Customer team will work to gather all the documentation and information included in the Setup Checklist.

Project Kickoff. The project kickoff meeting includes the key Customer and Citizenserve team members. The Citizenserve project manager will work with the Customer's project manager to develop the agenda and PowerPoint presentation for the kickoff meeting. Key components of the project will be discussed including roles, responsibilities, timeline, and objectives. The Citizenserve project manager will provide a report summarizing the meeting and assigning action items.

System Walkthroughs. A weekly meeting will be scheduled with the customer team and the engagement manager. The Citizenserve engagement manager will familiarize the Customer's team members on citizenserve at the beginning of the walkthroughs to enable the team to make informed decisions on configurations and workflows. During the walkthrough meetings, the team will review each area of the system and make a list of changes or additions. In the days before the next meeting, the Customer team will get "hands on" with citizenserve, trying out the new configurations, running new reports, and identifying any needed changes. The walkthroughs and the hands-on practice make up an iterative process that allows Customer to clarify or improve upon existing processes and configure Citizenserve to support those processes.

The weekly walkthroughs are held with customer staff who are familiar with the Customer's business processes and associated requirements for configurations, workflows, and reporting. It is critical that the staff who attend the meetings have the knowledge and experience required to provide accurate requirements; we therefore will not conduct the walkthroughs with a surrogate such as a consultant or contractor. If the Customer's subject matter expert staff are not available, we will postpone the walkthroughs until the staff members have availability to attend the meetings and complete assignments before the next meeting.

Data Conversion. Citizenserve staff will perform the data conversion by module/function. Once the setup for a module is nearly complete and the Customer has delivered to Citizenserve the data to be converted, Citizenserve will begin creating programs to convert and import the related Customer data. This process cannot take place until all custom fields for the module that are related to a legacy system have been identified and configured in Citizenserve.

The Customer's team members will review and test the converted data and provide written feedback on any errors or required changes; updates will be made to the conversion script as needed. It is critical that the Customer's team put in the time and effort to thoroughly review the data conversion and identify any issues before go live so that corrections can be made to the conversion script. The data conversion import can be modified and run as many times as needed prior to go live to ensure the accuracy of imported data during this phase.

Integration. The requirements for the configurations of the integrations will be gathered during the weekly walkthroughs. The Citizenserve system architect will develop the scripts for the integration points on the Citizenserve side (development of code to export data from or accept data into Citizenserve); if an API is not available, the Customer's technical resources will be responsible for developing the code to export data to Citizenserve or accept data from Citizenserve. The Customer's team will test the data exchanged between Citizenserve and the external systems and will provide feedback on needed changes.

Training. Prior to go live, staff members will be trained online in small groups. Training will be conducted via web conferencing in small groups. The web conferences used for training can be recorded and edited for later viewing.

Each training session will focus on a specific group's core job responsibilities. Most users will attend one or two training sessions that last up to four hours; additional one-on-one training sessions can be scheduled as needed.

Go Live. Final data will be provided on a Friday afternoon. Over the weekend all test data will be removed from the system and the legacy data will be converted.

Ongoing Support. The weekly walkthrough meetings will continue for 2-4 weeks after go live to identify any issues or changes needed.

After go live, users can request support for any needs or questions through the Citizenserve support center. Response time to a support request is within 4 hours; urgent requests receive a response within an hour.

WORK PLAN & DELIVERABLES

Planning Phase

Deliverables

- Setup Checklist of required documentation from the City (Owner: Citizenseve account manager)
- Process Document describing all processes to be managed by Citizenseve (Owner: City project manager)
- List of All Forms, Notices, and Standard Letters (Owner: City project manager)
- Examples of All Forms, Notices, and Standard Letters (Owner: City project manager)
- Workflow Document describing all workflow routes (Owner: City project manager)
- Process/Policy Gap Document identifying gaps in current processes & policies (Owner: City project manager)
- List of Users and Security Rights (Owner: City project manager, City technology lead)

Milestones

- Setup Checklist Complete
- Process Document Complete
- List and Examples of All Forms, Notices, and Standard Letters Complete
- Workflow Document Complete
- Process/Policy Gap Document Complete
- List of Users and Security Rights Complete

System Setup and Configuration Phase

Deliverables

- Weekly Walkthrough Meetings (Owners: Citizenseve engagement manager, City project manager)
- Weekly Walkthrough Meeting Minutes (Owner: Citizenseve project manager)
- Basic Installation (Owner: Citizenseve engagement manager)
- Configured Forms, Notices, Letters, etc. (Owner: Citizenseve engagement manager)
- Configured User Accounts and Rights (Owner: Citizenseve engagement manager)
- Configured Citizenseve System in Test Environment (Owner: Citizenseve engagement manager)
- Citizenseve Integration Programs (Owners: Citizenseve solution architect and City technical lead)
- One-time Parcel Load Program (Owner: Citizenseve solution architect)

Milestones

- Weekly Walkthrough Meeting Minutes Delivered
- Basic Installation Complete

- Configuration of Forms, Notices, Letters Complete
- Configuration of User Accounts and Rights Complete
- Geocode Property Data Imported and Approved
- GIS Layers Used in Mapping and Reporting Imported and Approved
- Payment Gateway for Applications Paid in Online Portal Complete
- Configuration of Citizenserve System in Test Environment Complete
- Integration Programs Tested and Complete

System Readiness Phase

Deliverables

- Weekly Walkthrough Meetings (Owners: Citizenserve engagement manager, City project manager)
- Weekly Walkthrough Meeting Minutes (Owner: Citizenserve project manager)
- Updated Citizenserve Configuration (Owner: Citizenserve engagement manager)

Milestones

- Weekly Walkthrough Meeting Minutes Delivered
- Citizenserve Configuration Approved

Training Phase

Deliverables

- Training Documents (Owner: Citizenserve engagement manager/training lead)
- Training Courses for City's Users (Owner: Citizenserve engagement manager/training lead)
- Training Courses for System Administrators (Owner: Citizenserve engagement manager/training lead)

Milestones

- Training Documents Approved
- City's Users Fully Trained on Citizenserve Use
- City's Citizenserve System Administrators Fully Trained

Implementation Phase

Deliverables

- Weekly Walkthrough Meetings (Owners: Citizenserve engagement manager, City project manager)
- Weekly Walkthrough Meeting Minutes (Owner: Citizenserve project manager)
- Fully Configured Production Instance of Citizenserve (Owner: Citizenserve engagement manager)
- Integration Points Configured in Production (Owner: Citizenserve solution architect)
- One-time Parcel Load (Owner: Citizenserve solution architect)
- Supplemental Training Courses for Users (Owner: Citizenserve engagement manager/training lead)
- Supplemental Training Courses for System Administrators (Owner: Citizenserve engagement manager/training lead)

Milestones

- Weekly Walkthrough Meeting Minutes Delivered
- Citizenserve Production Instance Approved
- Citizenserve Integration Points Approved
- One-time Parcel Load Approved
- Users Fully Trained on Citizenserve
- System Administrators Fully Trained

Go-Live Phase

Deliverables

- Fully Configured Production Instance (Owner: Citizenserve engagement manager)
- One-time Parcel Load in Production Instance (Owner: Citizenserve solution architect)

Milestones

- Citizenserve Production Instance and Data Approved
- Citizenserve Goes Live

Post Go-Live Phase

Deliverables

- Weekly Walkthrough Meetings (Owners: Citizenserve engagement manager/service manager, City project manager)
- Weekly Walkthrough Meeting Minutes (Owner: Citizenserve project manager)
- Updated Citizenserve Configuration (Owner: Citizenserve engagement manager/service manager)

Milestones

- Weekly Walkthrough Meeting Minutes Delivered
- No Further Changes to Citizenserve Configuration Identified

Unlimited Support Phase

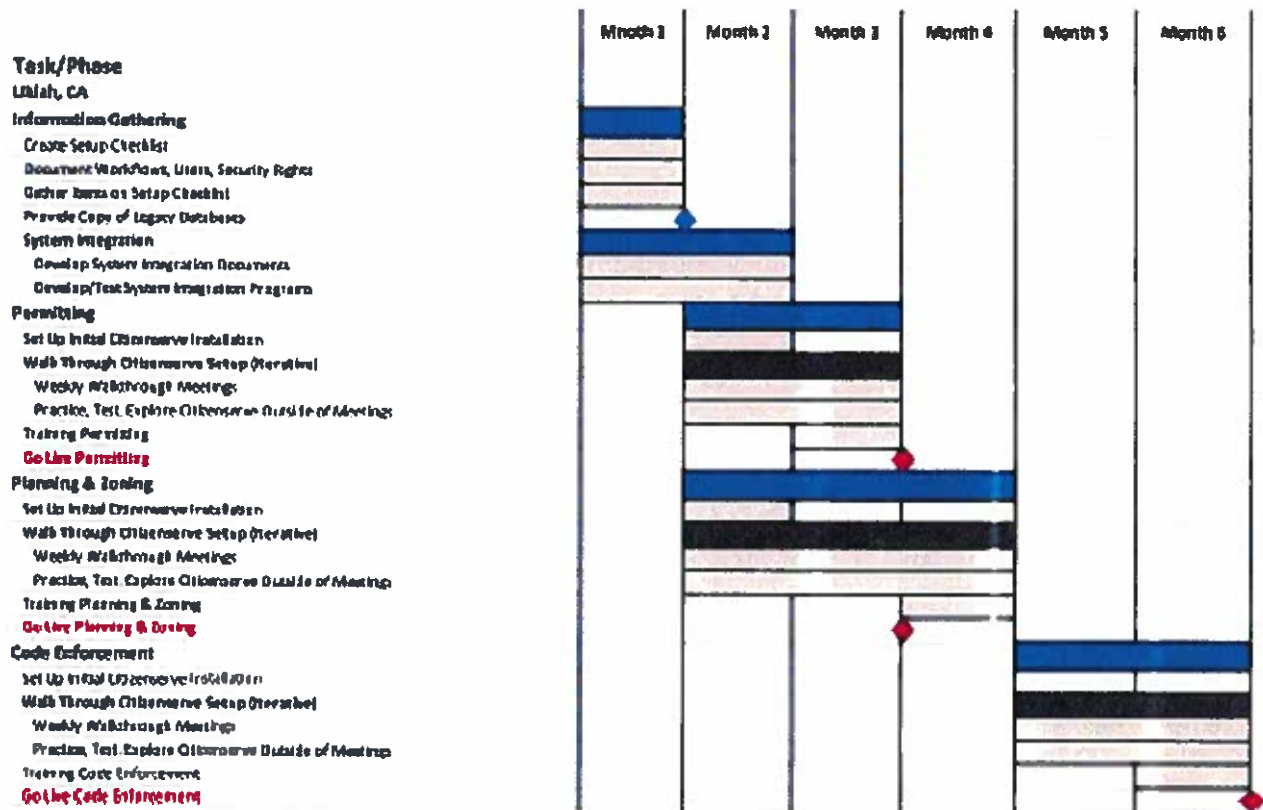
Deliverables

- Biweekly Updates and Enhancements (Owner: Citizenserve Support Team)
- Release Notes (Owner: Citizenserve Implementation & Support Director)
- Major Upgrades (Owner: Citizenserve Development Team)
- Change Management Support for Major Upgrades (Owner: Citizenserve Support Team)
- Unlimited Customer Support (Owner: Citizenserve Support Team)

Milestones

- Release Notes Delivered
- Biweekly Updates and Enhancements Delivered
- Major Upgrades Delivered
- Major Upgrade Change Management Support Delivered
- Support Tickets Resolved and Closed

ATTACHMENT B PROJECT SCHEDULE



ATTACHMENT B
DRAFT COMPENSATION

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
Software Costs	\$31,500	\$33,075	\$34,729	\$36,465	\$38,288	\$174,056
Annual Support Costs (If not included above)						
Implementation Services						
Project Management Services	10,000					
System Setup & Configuration	22,500					
One Time Parcel Load	2,500					
Interfaces/System Integration						
InvoiceCloud Payment Processor						
Munis Nightly Payment File						
Modifications (if any)						
Customer Reports (if any)						
Training						
Other (Please describe)						
Total Implementation Services	35,000					35,000
Total Project Costs	\$66,500	\$33,075	\$34,729	\$36,465	\$38,288	\$209,057

Payment Schedule	Subscription	Setup/PM	Parcel Load	Total
Contract Signing	31,500.00	8,125.00	625.00	40,250.00
Go Live		24,375.00	1,875.00	26,250.00
Total	31,500.00	32,500.00	2,500.00	66,500.00

Subsequent subscription due at anniversary of Contract Signing

CITY OF UKIAH
AMENDMENT 1
TO
CONTRACT #2223-179 – PERMITTING SOFTWARE SYSTEM

This Amendment No. 1, entered on August __, 2024 revises the Permitting Software System Agreement dated May 2, 2023 between the City of Ukiah and Online Solutions, LLC (DBA Citizenserve) for vendor products and services related to provision of a Permitting Software System.

This Amendment No. 1, as per Exhibit 1:

- 1) Amends the Scope of Services to integrate GIS capabilities and complete data migration for historical Community Development Department permits.
- 2) Adds an additional dollar amount of \$20,000 for a revised total contract amount of \$229,057.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

ONLINE SOLUTIONS, LLC (DBA CITIZENSERVE)

BY: _____ DATE: _____
JIM GARVEY, MANAGER

CITY OF UKIAH

BY: _____ DATE: _____
SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____ DATE: _____
KRISTINE LAWLER, CITY CLERK

Online Solutions LLC
 1101 E. Warner Rd Suite 160
 Tempe, AZ 85284 US
 (800)325-9818x703
 jim@citizenserve.com
 www.citizenserve.com

**BILL TO**

City of Ukiah
 300 Seminary Ave.
 Ukiah, CA 95482

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5653	08/05/2024	\$10,000.00	08/05/2024	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Systems Integration GIS Integration	1	10,000.00	10,000.00

SUBTOTAL	10,000.00
TAX (8.3%)	0.00
TOTAL	10,000.00
BALANCE DUE	\$10,000.00

Online Solutions LLC
 1101 E. Warner Rd Suite 160
 Tempe, AZ 85284 US
 (800)325-9818x703
 jim@citizenserve.com
 www.citizenserve.com

**BILL TO**

City of Ukiah
 300 Seminary Ave.
 Ukiah, CA 95482

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
5652	08/05/2024	\$10,000.00	08/05/2024	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Data Migration Historical Permits Data Migration	1	10,000.00	10,000.00

SUBTOTAL	10,000.00
TAX (8.3%)	0.00
TOTAL	10,000.00
BALANCE DUE	\$10,000.00



AGENDA SUMMARY REPORT

SUBJECT: Adoption of an Ordinance Adding Chapter 8 to Division 9 of the Ukiah City Code Entitled "Agriculture" and an Article 1 to Division 9, Chapter 8 Entitled "Agricultural Operations and the Right to Farm".

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. UKGP_08 Agriculture Element
2. Ukiah Right to Farm Draft Ordinance

Summary: Council will consider adoption of an ordinance that would establish a Right to Farm policy for ensuring appropriate disclosure of agricultural activities both within and adjacent to the City of Ukiah.

Background: Note: the below background is taken directly from the staff report prepared for the August 7, 2024 meeting.

On December 7, 2022, City Council adopted Resolutions No. 2022-79 and 2022-78, respectively, adopting the 2040 Ukiah General Plan and certifying the associated Environmental Impact Report. Upon adoption, City Staff began implementation of programs within each of the eight Elements, a comprehensive list of which is contained in Appendix A: Implementation Programs. Each of the 123 implementation programs includes a deadline by which the program is to be implemented, i.e. 2022-2025, 2026-2030, 2031-2040, Annual, and Ongoing.

Consistent with Annexation goals and policies within the Land Use Element, including alignment with the Ukiah Valley Area Plan, the 2040 General Plan includes a new Agriculture Element (Attachment 1) with 13 implementation programs. Of the seven (7) programs to be completed by 2025, one has been drafted by Staff (this item) and six (6) are in progress.

This item (Right to Farm Ordinance) is thus the first implementation program to be undertaken and completed within the new Agriculture Element. If adopted, the Right to Farm Ordinance drafted for Council's review and possible introduction (Attachment 2) would complete Implementation Program 8.3 (B) Right to Farm, which directs as follows:

The City shall adopt a right-to-farm ordinance to ensure appropriate disclosure of agricultural activities both within and adjacent to the City of Ukiah.

The proposed Ordinance is also consistent with and/or fulfills policies and goals within the Environment and Sustainability Element, the Agriculture Element, and the City's Climate Emergency Initiatives Resolution No. 2022-44, as noted below:

General Plan Goal ENV-1: *Preserve open space land for the commercial agricultural and productive uses, the protection and use of natural resources, the enjoyment of scenic beauty and recreation, protection of tribal resources, and the protection from natural hazards.*

General Plan Goal AG-1, Ukiah General Plan: *To preserve and strengthen agricultural uses in and around Ukiah that influence the regional economy.*

General Plan Policy AG-1.1 *Reduce Agricultural/Urban Conflict.*

General Plan Policy AG-1.2 *Preserve Agricultural Lands.*

Climate Resolution No. 2022-44, Land Use, Update Zoning Ordinance: *Educate the public and promote "gentle density" as a sustainable, climate-friendly way to preserve small town quality of life. Utilize policies and programs within the City's 2040 General Plan to implement environmental and sustainability goals.*

The purpose of the Right to Farm ordinance is to conserve and protect the continued viability of agricultural operations and limit the circumstances under which agricultural operations may be deemed to constitute a nuisance, consistent with the California Agricultural Protection Act. This additional layer of protection for existing agricultural operations will be important as the City annexes unincorporated lands in alignment with its General Plan annexation policies.

In developing this Right to Farm Ordinance, Staff utilized existing ordinances from the Cities of Tracy and Calistoga and guidance from the California Department of Conservation. Upon development of a draft by the City Attorney's Office, the ordinance was compared with Mendocino County's existing Right to Farm ordinance to verify consistency.

Stakeholder Review and Input Process

To ensure a policy reflective of existing agricultural stakeholder interests, Staff forwarded the draft ordinance to the Mendocino County Farm Bureau (MCFB) for input and edits. Staff additionally hosted a virtual meeting with MCFB staff to discuss the draft ordinance, and MCFB staff made a few edits and had questions that resulted in minor changes to the final draft of the ordinance. In Staff's opinion, these edits and questions resulted in an improved final draft. Upon solidifying this final draft, Staff sent the final ordinance to Mendocino Local Agency Formation Commission (LAFCo) staff for review and input. LAFCo staff had no comments or edits but appreciated the opportunity to review.

Aligning Agricultural Standards and Right to Industry

Staff notes to Council that Program C, Align Agricultural Standards, is in progress but has been paused until after the County of Mendocino completes and adopts its comprehensive zoning code update (expected by early 2025). In developing recommendations related to this Program, Staff anticipates, among other amendments, developing a Right to Industry ordinance that would minimize conflicts between industrial and other land uses and encourage industry that is compatible with goals and policies of the General Plan.

CEQA Determination

The proposed City Code amendments to add a new Chapter entitled "Agriculture" and a new Article entitled "Agricultural Operations and the Right to Farm" are exempted from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15061(b)(3), otherwise known as the "common sense exemption". The amendments are purely administrative and involve only changes to the text of the City Code. They do not authorize any new construction or physical changes to the environment. As such, the project does not have the potential to result in any significant effects on the environment. Any future development applications or other applications for entitlements may be subject to environmental review on the merits of the individual application, and the applicability of CEQA would be determined on a project-by-project basis.

On August 7, 2024, City Council unanimously approved the introduction of the Ordinance within Attachment 2.

Discussion: Staff recommends Council adopt the Ordinance in Attachment 2 adding Chapter 8 to Division 9 of the Ukiah City Code entitled "Agriculture" and an Article 1 to Division 9, Chapter 8 entitled "Agricultural Operations and the Right to Farm". If adopted, this ordinance will go into effect in 30 days.

Recommended Action: Adopt Ordinance adding Chapter 8 to Division 9 of the Ukiah City Code entitled "Agriculture" and an Article 1 to Division 9, Chapter 8 entitled "Agricultural Operations and the Right to Farm".

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Darcy Vaughn, Assistant City Attorney; Jazzmynn Randall and Devon Boer, Mendocino County Farm Bureau

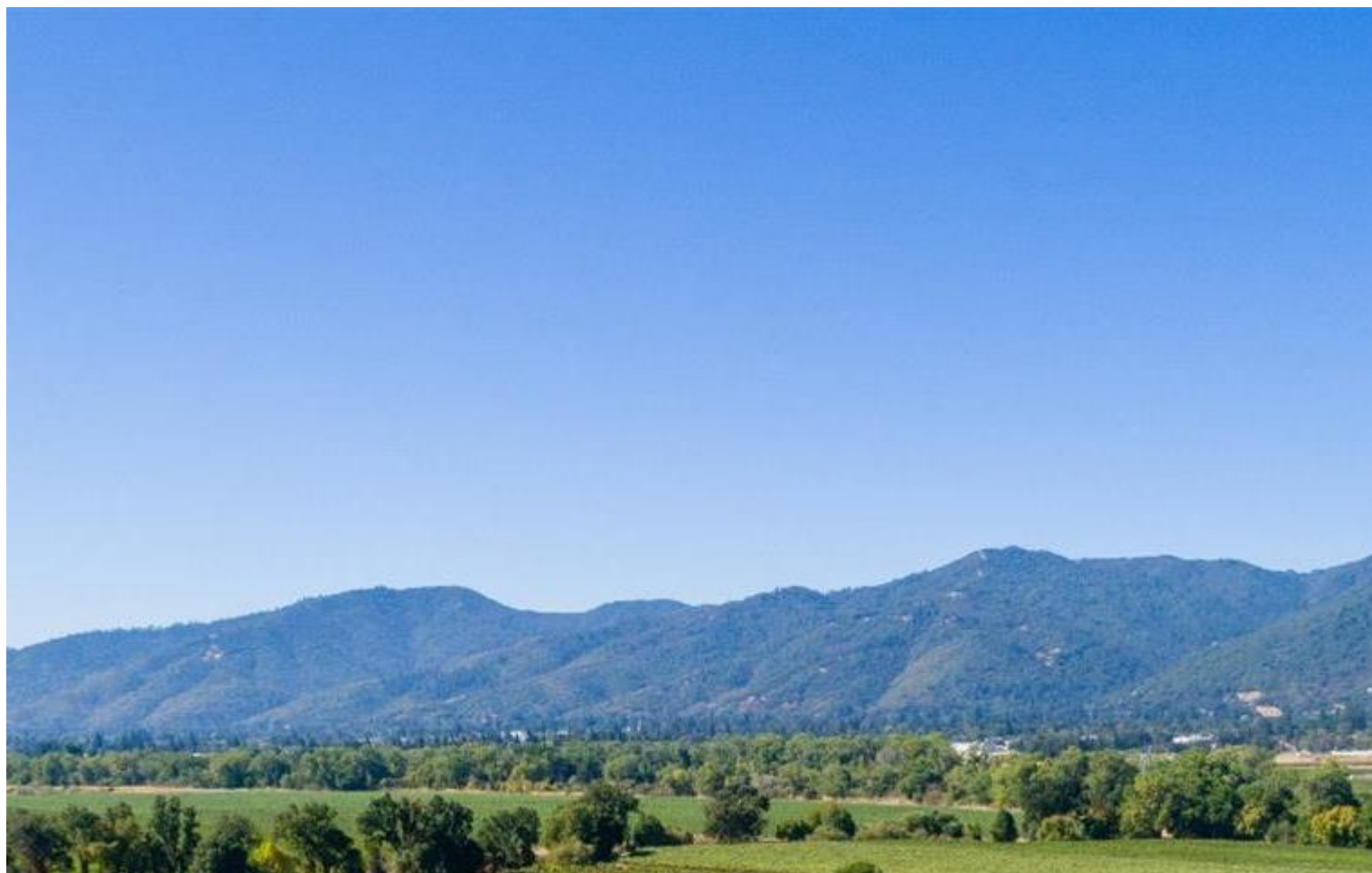
DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): 5a – Update zoning ordinance.

GENERAL PLAN ELEMENTS (GP): GP-A5 - Environment and Sustainability Element, Goal ENV-1; GP-A7 - Agriculture Element, Goal AG-1, Policies AG-1, AG-1.1, and AG-1.2, and Implementation Program 8.3 (B) Right to Farm.

Approved:


Sage Sangiacomo, City Manager



8 Agriculture Element





Agriculture Element

Section	Title	Page
8.1	Agriculture.....	8-3
8.2	Ukiah Valley Agricultural Stakeholders	8-4
8.3	Implementation Programs	8-6

8.1 Agriculture

Formalized agriculture within the Ukiah Valley began in the 1850s. Efforts included the raising of livestock and the growing of various grains, and hops. When the Northwestern Pacific Railroad was completed in 1889, prunes, potatoes, pears, and hops were sent from the Ukiah Valley to San Francisco and other regional markets. Hops, pears, prunes and grapes were the most widely planted crops in the 1950s, and today the Ukiah Valley is home to a number of productive agricultural activities, including organically produced crops and notable vineyards. The Valley's rich bottom-land, resourced by the Russian River, consists of prime, fertile soils and benchlands highly productive for grapes. Presently, agricultural land within the region is mostly comprised of vineyards and pear orchards but also includes row crops and pasturelands.

Agricultural production has been an important part of the regional economy for generations and will continue to be a foundational component for decades to come. In addition to the economic benefits, agricultural lands provide a pastoral quality that helps define the character of the Ukiah Valley. If undertaken appropriately by addressing issues related to health and, potential nuisances (e.g., noise, odor, aesthetics), urban agriculture can improve access to healthy food, promote community development, and create jobs.¹

While agricultural resources are addressed and protected by numerous State laws, this Agriculture Element is included here to implement new approaches to local agriculture and strengthen existing City policies regarding preservation and enhancement of regional working lands.

Goals and Policies

AG-1 *To preserve and strengthen agricultural uses in and around Ukiah that influence the regional economy.*

AG-1.1 Reduce Agricultural/Urban Conflict

The City shall reduce conflict between incompatible uses and agriculture within and adjacent to the City.

AG-1.2 Preserve Agricultural Lands

With the exception of presently proposed or approved subdivisions, the City shall discourage urban development on unincorporated land within its Sphere of Influence until annexed by the City. The City shall support County land use regulations that protect the viability of local agriculture in the Ukiah Valley.

AG-1.3 Plan Together

The City shall identify and involve stakeholders, as well as advisors with knowledge and expertise, to create and implement a comprehensive planning framework that preserves and strengthens agricultural uses in and around Ukiah that inform and influence the regional economy.

¹ Golden, S. (2013). *Urban Agriculture Impacts: Social, Health, and Economic: A Literature Review*. University of California Sustainable Agriculture Research and Education Program: Agricultural Sustainability Institute at UC Davis.



AG-2 *To create a healthy, equitable and resilient local-food system that further integrates agriculture into the City's identity.*

AG-2.4 Backyard Food

The City shall allow and encourage residents to undertake supplementary local agriculture, including backyard gardens, apiaries, poultry, and 'foodscaping'. Examples include community, school, backyard, and rooftop gardens with a purpose extending beyond home consumption and education.

AG-2.5 Buy Local, Enjoy Local

The City shall encourage additional farmer and community markets, food trucks, and farm stands to support production, distribution, and sale of locally grown foods and continue to support community-based food production and local, nutritious food by working with local landowners for the creation of additional community gardens.

AG-2.6 Support Gardeners

The City shall coordinate with the University of California Cooperative Extension (UCCE) Mendocino County Master Gardener Program, to connect city residents with backyard gardening knowledge.

AG-2.7 Farmer's Markets

In conjunction with the Mendocino County Farmers Market Association, the City shall research and identify additional ways to support the sale of local produce and goods at farmers markets within the City of Ukiah.

AG-3 *Help existing agricultural stakeholders move 'Beyond the Farm'.*

AG-3.1 Establish Infrastructure to Grow the Agricultural Economy

The City shall support existing agriculture operators by encouraging a diverse, vibrant, and innovative agriculture economy that creates new opportunities and products from regional producers for local consumption and export. In conjunction with stakeholders, the City shall encourage the creation of agricultural business incubators, shared kitchens, and workforce development programs that create locations to strengthen agricultural operators within the region.

AG-3.2 Agritourism

The City shall support expansion of the agricultural tourism industry by assessing utilization use of tourism facilities (e.g., hospitality, restaurants, etc.), as well as supporting efforts to plan and integrate the Great Redwood Trail into the agricultural economy.

AG-3.3 University Research

The City shall encourage research, particularly at the University of California Cooperative Extension, pertinent to the Ukiah Valley to identify new potential uses and enhancement for existing agricultural industries, especially pomology, 'forestry, livestock, 'and viticulture.

8.2 Ukiah Valley Agricultural Stakeholders

While the City recognizes the geographical limitations of its agricultural policies, the City also recognizes its sense of identity and quality of life are closely associated with the surrounding setting. To implement the goals and

policies associated with this Agriculture Element, involvement of the below mentioned stakeholders, plus potentially many more, will be critically important to successful implementation of this general plan element. If implemented successfully, the Agriculture Element would activate conversations between government agencies and key stakeholders in the region to undertake a more collaborative effort resulting in unified land use policies for the future.

LAND USE PLANNING AND POLICY

- Mendocino County Resources Conservation District (MCRCD)
- Mendocino County Department of Planning and Building Services (PBS)
- Sustainable Agriculture Lands Committee (SALC)
- Mendocino Land Trust (MLT)
- Mendocino Local Agency Formation Commission (LAFCo)

FARMING AND FOOD SECTOR

- Mendocino County Farm Bureau (MCFB)
- Mendocino County Farmers Market Association
- University of California's Cooperative Extension - Mendocino County
- Mendocino County Agricultural Commissioner
- Plowshares - Ukiah
- NCO Gardens Project
- Mendo Lake Food Hub

8.3 Implementation Programs

Programs	Implements Which Policy(ies)	Responsible	2022 – 2025	2026 – 2030	2031 – 2040	Annual	Ongoing
		Supporting Department(s)					
A Agricultural Buffer The City shall work with Mendocino County to establish setback or buffers for new non-agricultural development adjacent to agricultural lands to reduce conflict between incompatible land uses.	AG – 1.2	Community Development	■				
B Right to Farm The City shall adopt a right-to-farm ordinance to ensure appropriate disclosure of agricultural activities both within and adjacent to the City of Ukiah.	AG – 1.2	Community Development	■				
C Align Agricultural Standards The City shall revise agricultural standards and use terminology to be consistent with adjacent jurisdictions within the Ukiah Valley for the support of future annexation efforts.	AG – 1.2 AG – 1.3	Community Development		■			
D Williamson Act In coordination with the County Assessor, the City shall establish a Williamson Act program that aligns with ongoing efforts to preserve agricultural lands across Mendocino County.	AG – 1.2	Community Development City Manager	■				
E Reduce Regulation – Local Agriculture The City shall revise the Zoning code to allow low-intensity agricultural activities on residential parcels, including but not limited to back yard beehives, chickens and gardens. The revision will include objective use, development, and environments standards, and minimal permit fee requirements.	AG – 2.4	Community Development City Attorney	■				

Programs	Implements Which Policy(ies)	Responsible	2022 – 2025	2026 – 2030	2031 – 2040	Annual	Ongoing
		Supporting Department(s)					
F Foodscaping The City shall revise the City's objective development and design standards for multi-family housing projects to include the definition of and provisions for 'foodscaping'.	AG – 2.4	Community Development	■				
G "No Mow May" To encourage additional pollinators, the City shall prepare a pilot program for a "No Mow May" to encourage more ecologically beneficial lawns within the City of Ukiah.	AG – 2.4	Community Development City Manager		■			
H Urban Agricultural Definitions The City shall revise the City Zoning Code definitions, standards, and limitations for "Urban Agriculture", including rooftop gardens, aquaculture, hydroponics, etc.	AG – 2.4	Community Development		■			
I Support Community Gardens The City shall revise the Zoning code to streamline the regulatory permitting process to support the creation of additional community gardens within the City.	AG – 2.5 AG – 2.6	Community Development City Manager	■				
J Urban Agricultural Incentive Zone The City shall research and consider implementation of an Urban Agricultural Incentive Zone (AB 551). "The Urban Agriculture Incentive Zones Act authorizes a city... and a landowner to enter into a contract to restrict the use of vacant, unimproved, or otherwise blighted lands for small-scale production of agricultural crops and animal husbandry.	AG – 2.4	Community Development City Manager		■			
K Local Food: Food Trucks & Farm Stands The City shall revise the Zoning Code to support the distribution and sale of locally-grown food via Food Trucks, Farm Stands, and farmer/community markets.	AG – 2.5	Community Development Public Works	■				

Programs	Implements Which Policy(ies)	Responsible	2022 – 2025	2026 – 2030	2031 – 2040	Annual	Ongoing
		Supporting Department(s)					
L Farmers Markets In conjunction with the Mendocino County Farmers Market Association, the City shall research and identify additional ways to support the sale of local produce and goods at farmers markets within the City of Ukiah.	AG – 2.7	Community Development Public Works					■
M Local Purchasing The City shall research and prepare a local preference purchasing policy for future adoption to promote and support local preference purchasing policies for the City of Ukiah, local school districts and other institutions as a means to foster awareness and build relationships across the regional economy.	AG – 3.1	Community Development City Manager		■			

ORDINANCE NO. 2024 - __**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING CHAPTER 8 TO DIVISION 9 OF THE UKIAH CITY CODE ENTITLED “AGRICULTURE” AND AN ARTICLE 1 TO DIVISION 9, CHAPTER 8 ENTITLED “AGRICULTURAL OPERATIONS AND THE RIGHT TO FARM”.**

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

SECTION ONE. FINDINGS

1. It is the policy of the City of Ukiah to implement new approaches to local agriculture and strengthen existing City policies regarding preservation and enhancement of regional working lands; and
2. In order to conserve and protect the continued viability of agricultural operations, it is the intention of the City to limit the circumstances under which agricultural operations may be deemed to constitute a nuisance, consistent with the California Agricultural Protection Act (Civil Code § 3482.5); and
3. The proposed ordinance is consistent with the following provisions of the Environment and Sustainability Element and the Agriculture Element of the City of Ukiah’s General Plan and would fulfill a General Plan Implementation Program calling for the adoption of a right-to-farm ordinance:
 - Goal ENV-1: Preserve open space land for the commercial agricultural and productive uses, the protection and use of natural resources, the enjoyment of scenic beauty and recreation, protection of tribal resources, and the protection from natural hazards.
 - Goal AG-1: To preserve and strengthen agricultural uses in and around Ukiah that influence the regional economy.
 - Policy AG-1.1 Reduce Agricultural/Urban Conflict
 - Policy AG-1.2 Preserve Agricultural Lands.
 - Implementation Program 8.3 (B) Right to Farm: The City shall adopt a right-to-farm ordinance to ensure appropriate disclosure of agricultural activities both within and adjacent to the City of Ukiah.

SECTION TWO.

A new Chapter 8, entitled “AGRICULTURE” shall be added Division 9 of the Ukiah City Code.

SECTION THREE.

A new Article 1, entitled “AGRICULTURAL OPERATIONS AND THE RIGHT TO FARM” shall be added to Division 9, Chapter 8 of the Ukiah City Code and shall read as follows:

ARTICLE 1 AGRICULTURAL OPERATIONS AND THE RIGHT TO FARM

§9750 PURPOSE AND INTENT.

- A. It is declared a statement of policy of this City to preserve and protect existing agricultural operations consistent with Section 8.1 of the Ukiah 2040 General Plan, within the incorporated City. Further, it is the purpose of this Article to declare farming operations not to be a nuisance and to recognize persons' and/or entities' right to farm. To conserve and protect the continued viability of agricultural operations, it is the intention of the City to limit the circumstances under which agricultural operations may be deemed to constitute a nuisance, consistent with the California Agricultural Protection Act, codified at Civil Code Section 3482.5.
- B. The City has determined that the use of real property for agricultural operations in the city limits of Ukiah, or such lands that may be annexed into the incorporated City boundaries, is a priority use, and those inconveniences or discomforts arising from legally established agricultural activities or operations, as defined by this Code or state law, shall not be or become a nuisance.
- C. As urban development occurs within the City, residential, commercial and industrial land uses will locate adjacent to pre-existing agricultural activities. As a result, agricultural operations may become the subject of nuisance complaints or litigation, and could be pressured to cease or curtail operations, or may be discouraged from making improvements. It is the intent of this Article to reduce the premature conversion of existing agricultural resources by clarifying the circumstances under which an agricultural operation may be considered a nuisance. This Article is not in any way modifying or abridging state law as set out in California Civil Code, Health and Safety Code, Fish and Game Code, Food and Agriculture Code, Division 7 of the Water Code, or any other applicable provisions of state law relative to a nuisance. Instead, it is to be utilized only in the interpretation and enforcement of the provisions of this Article and City regulations.
- D. These provisions are not intended to prohibit the conversion of agricultural operations to other uses allowed by the Ukiah 2040 General Plan.

§9751 DEFINITIONS

The meaning and construction of words and phrases defined in this Article shall apply, except where the context clearly indicates a different meaning or construction.

- A. "Agricultural activity, operation or facility" (herein collectively referred to as "agricultural operations") shall mean, but not be limited to, cultivation and tillage of soil (including typical fallow periods), the production, irrigation, cultivation, growing, harvesting, processing and storing of any agricultural commodity, including viticulture, horticulture, agriculture, the raising of livestock, dairying, fish, poultry, and commercial practices performed as incident to or in conjunction with such agricultural operation, including preparation for market, delivery to storage or market, or to carriers or transport to market.

- B. "Agricultural land" shall mean all real property within the incorporated City boundaries currently used for agricultural operations, or annexed as an agricultural operation.
- C. "Director" shall mean the Community Development Director for the City or his or her designated representative.
- D. "Land use" shall mean the existing use of property.
- E. "Nuisance" shall have the meaning ascribed to that term in California Civil Code Section 3479 and as may be amended. California Civil Code 3479 reads, in part, as follows: "Anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the use of property, so as to interfere with the comfortable enjoyment of life or property.....is a nuisance".
- F. "Transfer" shall mean, but is not limited to, the sale, exchange or lease of property.

§9752 PREEXISTING AGRICULTURAL OPERATIONS NOT A NUISANCE (RIGHT TO FARM).

- A. No agricultural operation, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with the proper and accepted customs and standards as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality. The above shall be the case provided that the agricultural operation has been in operation for more than three (3) years.
- B. Subsection A of this Section shall not apply whenever a nuisance results from the negligent or improper handling of any such agricultural operation by person(s) or entities responsible for such operations, and if the agricultural operation obstructs free passage or use in the customary manner of any navigable lake, river, bay, stream, canal, basin or any public park, square, street or highway. Nothing in this Article shall prevent anyone from complaining to any appropriate agency, or taking any other available remedy, concerning any unlawful or improper agricultural practice. Nothing in this Article shall protect the farm operator who is operating in an illegal manner or violating any applicable laws or regulations.

§9753 DISCLOSURE REQUIREMENTS.

- A. No person shall transfer real property within the City limits until the following disclosure in the form required by Civil Code Section 1102.6a, subparagraph (b) is made in writing to the transferee and is signed by the transferee. The disclosure shall include a statement containing the following language:

The City of Ukiah recognizes and supports the right to farm property upon which agricultural activities may be legally operated, including but not limited to at any time, noise; lights, odors; fumes; dust; smoke; insects; the operation of machinery (including aircraft); the application of fertilizers, soil amendments, seeds, herbicides, and pesticides; the storage of livestock feed and other agricultural commodities; the storage, application and disposal of manure; and the processing, transport and storage of agricultural products. The City of Ukiah has determined that

inconveniences and discomforts associated with such agricultural operations and activities, conducted in a manner consistent with proper and accepted customs and standards, is not a nuisance.

- B. An owner of rental property within the City limits shall disclose the above in writing to a tenant prior to their rental of the property.
- C. Any transferor of property within the City limits shall insert the disclosure recited above in the deed transferring any right, title or interest in the property to the transferee.
- D. Prior to the issuance of a building permit for the construction of a residence or commercial building within the City limits, the property owner upon which the building is to be constructed shall file with the City a signed and dated acknowledgment of the disclosure set forth above.
- E. All discretionary development approvals administered by the City of Ukiah Community Development Department for lands adjacent to an agricultural operation shall include a reference to this Article. These discretionary development approvals shall include, but not be limited to, the approval of tentative and final maps for residential purposes. The reference to this Article shall make it incumbent upon the individual or entity requesting a discretionary development approval to make a good faith effort to coordinate with the adjacent agricultural operator cropping patterns, harvesting, applications of herbicides and pesticides, and hours of farming operations with the expressed intent to reduce or eliminate the potential conflicts between agricultural and urban land uses.

§9754 PENALTY - VIOLATION

Any violation of the requirements of this Article shall be handled as a civil matter between the parties affected and shall not be a misdemeanor or infraction.

SECTION THREE.

1. SEVERABILITY.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

2. EFFECTIVE DATE.

This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2024, by the following roll call vote:

AYES:
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on _____, 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of an Ordinance Amending Section 251 of Division 1, Chapter 3, Article 3 of the Ukiah City Code, Pertaining to Compensation of the City Treasurer.

DEPARTMENT: City Clerk
PREPARED BY: Kristine Lawler, City Clerk, Dan Buffalo, Finance Director, Darcy Vaughn, Assistant City Attorney
PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. Treasurer Compensation Increase Ordinance - redline
2. Treasurer Compensation Increase Ordinance -clean
3. Senate Bill (SB) 329

Summary: Council will consider adopting an ordinance amending Section 251 of Division 1, Chapter 3, Article 3 of the Ukiah City Code, pertaining to compensation of the City Treasurer.

On August 7, 2024, City Council unanimously approved the introduction of the Ordinance within Attachment 2. Staff is now asking Council to adopt the ordinance, adjusting the City Treasurer's compensation to \$720 per month.

Background: The City of Ukiah recently increased the amount of annual compensation earned by the City Council. After the City Code was amended to effect this increase, Staff reflected on the fact that the amount of annual compensation earned by the City's Treasurer has not been updated since 1996. The proposed Ordinance Amending Section 251 of the Ukiah City Code Pertaining to Compensation of the City Treasurer, attached here in red-lined (Attachment 1) and clean (Attachment 2) versions, will rectify this situation.

Discussion: The current base compensation (salary) for the City Treasurer of Ukiah has remained unchanged since 1996. In light of rising living costs and to promote equitable participation in city governance, it is appropriate to consider an adjustment to the City Treasurer's base compensation. Based on an analysis of changes to CPI over the past 28 years, as well as allowable adjustments to compensation under state law, the increased monthly compensation could be anywhere from \$653 to \$720 per month. The proposed Ordinance attached increases the salary to \$720 per month, or \$8,640 annually. Council has the option of selecting a lesser increase than the maximum.

Relevant Ukiah City Code Section:

Section 251 of Division 1, Chapter 3, Article 3 of the Ukiah City Code currently outlines the compensation for the City Treasurer. The proposed amendment to this section would bring the City Treasurer's base compensation in alignment with the new state guidelines established for city council members by SB 329 (Attachment 3).

Implementation Timeline:

While Government Code Section 36516.5 states that for City Council members, a proposed salary increase takes effect only after the next general municipal election, no such limitation applies to a compensation increase for a City Treasurer. As such, the compensation increase will go into effect thirty (30) days after the Ordinance is adopted.

Public Transparency:

To ensure transparency, this proposed Ordinance will be publicly noticed and a public hearing will be held to allow for community input before the City Council votes on the salary adjustment.

Shown below is a City Treasurer comparison for cities throughout northern California with an elected treasurer that have a similar population, with the averages of both the population and salary shown at the bottom:

Agency	Population	Treasurer Salary (Monthly)
Alameda	78,071	\$ 300
Cloverdale	8,710	\$ 50
Colusa	6,447	\$ 700
Galt	25,785	\$ 600
Lincoln	53,231	\$ 655
Morgan Hill	46,384	\$ 200
Pinole	18,192	\$ 250
Pittsburg	75,085	\$ 522
Pleasant Hill	33,352	\$ 585
San Carlos	29,420	\$ 560
South San Francisco	64,601	\$ 1,338
Walnut Creek	69,433	\$ 150
Median	39,868	\$ 541
Average	42,393	\$ 492

Additionally, the finance department did an analysis of both what the Treasurer's base compensation would be if the salary had increased along with the Consumer Price Index (CPI) since 1996, and also what the amount would be if the salary had increased 5% per year since 1996, per government code 36516, resulting in the table below:

TREASURER SALARY ANALYSIS			
Year	1996	2023	2024 ³
Actual Amount (monthly)	\$ 300.00	\$ 300.00	\$ 300.00
Adjusted for CPI-u ¹ :			
% Increase from last adjustment		117.94%	
\$ increase from last adjustment		\$ 353.83	
Adjusted amount		\$ 653.83	
Maximum adjustment allowed ² :			
% Increase from last adjustment			140.00%
\$ increase from last adjustment			\$ 420.00
Adjusted amount			\$ 720.00
Notes:			
¹ U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: All Items in San Francisco-Oakland-Hayward, CA (CBSA) [CUURA422SA0], retrieved from FRED, Federal Reserve Bank of St. Louis; https://fred.stlouisfed.org/series/CUURA422SA0 ,			
² Not compounded. Applied to base year amount in 1996. 89 Ops.Cal.Atty.Gen. 159 (2006)			
³ Amounts effective November 1, 2024.			

Using the information from the analysis presented herein, and the new standards of SB 329, Staff recommends that Council adopt the ordinance amending section 251 of the Ukiah City Code pertaining to compensation of the City Treasurer, increasing the salary to a specified amount per month, going into effect thirty (30) days after the Ordinance is adopted.

On August 7, 2024, City Council unanimously approved the introduction of the Ordinance within Attachment 2. Staff is now asking Council to adopt the ordinance, adjusting the City Treasurer's compensation to \$720 per month.

Recommended Action: Adopt Ordinance amending Section 251 of Division 1, Chapter 3, Article 3 of the Ukiah City Code, pertaining to compensation of the City Treasurer.

BUDGET AMENDMENT REQUIRED: Yes.

CURRENT BUDGET AMOUNT: \$3,600

PROPOSED BUDGET AMOUNT: \$8,640

FINANCING SOURCE: Indirect Cost Allocation

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Darcy Vaughn, Assistant City Attorney; Sheri Mannion, Human Resources Director; and Dan Buffalo, Finance Director

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 3 – Recruit, retain and advance a community of staff that reflects, values, and celebrates the diversity of the community we serve

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 251 OF THE UKIAH CITY CODE, PERTAINING TO COMPENSATION OF THE CITY TREASURER**

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

1. Ukiah City Code Section 251 is amended to read as follows:

§251 COMPENSATION; BOND: The Treasurer of the City shall receive as total compensation the sum of eight thousand six hundred forty dollars (\$8,640.00) per year payable monthly plus medical, dental, and vision benefits. The City Treasurer shall be bonded in the sum of twenty-five thousand dollars (\$25,000.00). The bond fee shall be a proper charge against such funds of the City as the City Council shall designate. Any increase in compensation for the Treasurer shall be effective thirty days after the date of adoption of an ordinance of the City Council effecting this increase.

2. EFFECTIVE DATE. This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 251 OF THE UKIAH CITY CODE, PERTAINING TO COMPENSATION OF THE CITY TREASURER**

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2. **EFFECTIVE DATE.** This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah, and shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on _____, 2024 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC


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SB-329 Cities: city council members: compensation. (2023-2024)

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Date Published: 06/29/2023 09:00 PM

Senate Bill No. 329

CHAPTER 27

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first

meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.



AGENDA SUMMARY REPORT

SUBJECT: Receive Report of Contract for Truck Route Study with TJKM Transportation Consultants in the Amount of \$44,965, and Approve Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works/City Engineer

ATTACHMENTS:

1. Truck Route RFP
2. TJKM Contract 2425091

Summary: Council will receive a report for a contract with TJKM Traffic Consultants and consider approving a corresponding budget amendment. The report will provide the City with a preferred truck route through the city in order to help designate road improvements that may conflict with transportation of goods and services.

Background: The City of Ukiah was allocated \$45,000.00 by the Mendocino Council of Governments (MCOG) for the development of a truck route study. The objective of the study is to determine and designate acceptable truck routes throughout Ukiah. As the City emphasizes multimodal transportation in its right-of-way designs, accommodating various modes of transit, this study will navigate the challenge of ensuring the smooth flow of goods and services alongside citizen transportation options.

Given the height restrictions on Caltrans freeway overpasses, large trucks sometimes need to utilize Ukiah streets as a bypass. The study will pinpoint specific truck routes within the city. Beyond its immediate impact, the study aims to engage navigation GPS services like Google and Apple to incorporate these truck routes. The ultimate output will be a study outlining the most efficient truck routes through Ukiah.

Discussion: On May 7, 2024, City Staff released a request for proposals (RFP) from qualified firms for the development of a truck route study. See Attachment 1 for a copy of the RFP. TJKM was the only firm to submit an RFP to the City's request. Staff reviewed their proposal and found it to meet their expectations. TJKM has worked with the City previously and Staff was satisfied with their work. See Attachment 2 for a copy of the executed agreement with TJKM.

A budget amendment of \$44,965 is requested to program the funds for FY24/25. The project is expected to be fully covered by the authorized MCOG funds.

Recommended Action: Receive report of a contract with TJKM Traffic Consultants in the amount of \$44,965 and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: YES

CURRENT BUDGET AMOUNT: 50824210.52100.18461: \$0; 50824210.43391.18461: \$0

PROPOSED BUDGET AMOUNT: 50824210.52100.18461: \$45,000; 50824210.43391.18461: \$45,000

FINANCING SOURCE: MCOG Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Financial Services Manager, Jason Benson, Senior Engineer and Tim Eriksen, Director of Public Works/City Engineer

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A3 - Mobility Element

Approved:


Sage Sangiacomo, City Manager



REQUEST FOR PROPOSAL

TRUCK ROUTE STUDY

Request Date:

May 7, 2024

Deadline for Responses:

May 29, 2024, 5:00 P.M. (PST)

CITY OF UKIAH
Request for Proposal (RFP) –Design and Engineering Services
Truck Route Study

1.0 INTRODUCTION & BACKGROUND

The City of Ukiah seeks proposals from qualified consulting firms for a Truck Route Study aimed at optimizing transit corridors within Ukiah. This study will define optimal truck routes, aligning with the City's commitment to multimodal transportation. Challenges posed by inadequate freeway overpasses, particularly those under Caltrans, will be addressed.

The study aims to align multimodal design principles with the practical needs of large trucks using Ukiah as a bypass. Working collaboratively, the selected consultant will identify specific routes, aiming to integrate them into popular navigation GPS services like Google and Apple. The study's end goal is a comprehensive report delineating the most efficient and City Council-supported truck routes through Ukiah.

The project is funded by the Mendocino Council of Governments (MCOG) and is the total expected project cost. The project has an estimated cost of \$45,000. No additional funding has been sought from other sources.

2.0 Project Details:

The City of Ukiah will partner with a consultant to analyze and evaluate the existing transit system. The objective is to determine and designate acceptable truck routes throughout Ukiah. As the City emphasizes multimodal transportation in its right-of-way designs, accommodating various modes of transit, this study will navigate the challenge of ensuring the smooth flow of goods and services alongside citizen transportation options.

Given the height restrictions on Caltrans freeway overpasses, large trucks often utilize Ukiah as a bypass. The study will pinpoint specific truck routes within the city. Beyond its immediate impact, the study aims to engage navigation GPS services like Google and Apple to incorporate these truck routes. The ultimate output will be a study outlining the most efficient truck routes through Ukiah, supported by a City Council resolution.

3.0 SCHEDULE OF EVENTS

The schedule for this procurement is as follows:

Distribute Request for Proposals:	May 7, 2024
Deadline for Responses:	May 29, 2024, 5:00 P.M. (Pacific Time)
City Evaluation of Proposals:	By June 5, 2024
Interviews (if necessary)	By June 12, 2024
City Council approval requested for recommended firm:	June 19, 2024

The City must receive proposals no later than the time and date specified above. Those proposals received after this date and time will not be considered. Proposals will only be accepted electronically. Send your proposals to the following:

Mary Horger
Financial Services Manager
City of Ukiah
mhorger@cityofukiah.com

Acceptable forms of electronic delivery are emailing the proposal directly, or providing a link to the documents for download, as long as the email is received by the established deadline. It is highly recommended to request a delivery receipt with the email to confirm that it has been received.

4.0 SCOPE OF WORK

All services shall be provided in accordance with the following attachments: Attachment A – City of Ukiah Insurance Requirements; Attachment B – City of Ukiah Professional Services Agreement.

The scope of services shall include tasks described below, as well as other elements or modifications, which may be suggested by consultants presenting proposals to better meet the needs of the City. The selected consultant shall undertake the following tasks and deliverables:

Data Collection Report (4 weeks):

- Detailed information on existing truck routes, traffic patterns, and road conditions in rural Northern California.
- Focus on finding a safe and effective alternative bypassing the downtown area of Ukiah.
- Special attention to recently completed downtown road diet and streetscape projects.

Stakeholder Engagement Report (6 weeks):

- Interviews and engagement with local stakeholders, including businesses, residents, and government agencies.
- Particular emphasis on overpass exits to Ukiah from Highway 101, considering their importance in route planning.

Traffic Analysis Report (8 weeks):

- Analysis of truck traffic volumes, types, and patterns.
- Identification of congestion points and areas of concern, especially in specified overpass exits.
- Proposal of a safer and more efficient alternative.

Safety Assessment Report (6 weeks):

- Assessment of road safety on existing routes.
- Identification of potential hazards and proposals for safety improvements.

Cost-Benefit Analysis Report (8 weeks):

- Conduct a cost-benefit analysis of proposed alternative routes.
- Consideration of recently completed downtown street projects.
- Focus on achieving the most effective and economical solution.

Route Optimization Recommendations (8 weeks):

- Development of recommendations for optimizing truck routes.
- Emphasis on ensuring safety and efficiency.
- Provide the best route options and alternatives to bypass the downtown area.

Community Outreach Report (6 weeks):

- Presentation of findings and recommendations to the local community.
- Focus on stakeholders in the downtown area and those impacted by proposed truck route changes.
- Engagement with businesses near each exit to Ukiah from Highway 101, collecting feedback for incorporation into the final report.

Comprehensive Deliverables (4 weeks):

- Provide comprehensive documentation demonstrating the findings.
- Include detailed maps and visual aids for clarity.
- Present the best route options and alternatives, along with associated benefits.

The timeline for each task is flexible and subject to adjustments based on project requirements,



resource availability, and constraints. Regular progress reviews will be conducted to adapt the timeline as needed.

5.0 REQUIRED PROPOSAL CONTENT

Firms interested in providing the services described in the section above must submit a proposal responding to all the questions below and providing all information requested in a format that mirrors the RFP by section and order listed. Proposals shall include at a minimum:

A. Cover Letter

The cover letter should contain the name, address, and brief history of the firm. The cover letter must be signed by an official authorized to bind the successful firm contractually and shall contain a statement to the effect that the proposal is a firm offer for a minimum period of sixty (60) days after the submittal date. The letter shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

B. Project Understanding and Proposed Approach

Describe your firm's understanding of the project and how your firm intends to structure the project approach.

C. Project Team

Identify the key personnel to be assigned to this project, including the qualifications and experience as related to the project. Resumes for each of the key personnel are to be provided. Identify any sub-consultants/subcontractors that will be used, including their qualifications and experience, as well as the work they will accomplish. Staff proposed to be in charge of the project must demonstrate significant experience supervising similar work. Describe the proposed organizational structure between consultant and sub-consultants/subcontractors, including current and previous work assignments.

D. Experience and References

Provide descriptions of related project experience for at least three similar projects on which the firm has performed work over the past ten years. For the sub-consultants/subcontractors that will be used for more than 10% of the project budget, provide the same detail. Each project description shall be limited to a maximum of 4 pages, including project images and must provide client references and client contact information.

E. Fee Proposal

Provide a proposal based on an hourly rate schedule with a "not to exceed" maximum cost for the work identified in the Scope of Services. Provide a tabulation of the project staff and number of work hours for each task. Indicate if travel time, mileage, and per diem will be charged. Include any sub-consultant cost. Additionally, please identify miscellaneous costs associated with this proposal. Submit a copy of your firm's current itemized hourly rate fee schedule.

F. Proposed Project Schedule

Provide a proposed schedule of completion for each task and list of task deliverables.

G. Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services. Additionally, if there are any exceptions to the City's insurance requirements and/or the City's draft professional services agreement as shown in the attachments, the Consultant should list the exceptions in the proposal.



6.0 PROPOSAL EVALUATION

The following evaluation criteria will be used in evaluating and selecting candidates:

- A. Technical Approach – Clarity and comprehensiveness of the methodological approach. How well does it meet the objectives of the study? (25 points)
- B. Experience and Expertise – Qualifications and previous experience of the team in similar projects. Relevance of the team's skills to the study requirements. (20 points)
- C. Project Management – Quality of the proposed project management plan. Includes timelines, resource allocation, and risk management. (30 points)
- D. Cost – Overall cost effectiveness. Is the budget realistic and justified given the scope of the project? (30 points)
- E. Innovation and Creativity – The introduction of new innovative approaches that could enhance the outcomes of the study. (10 points)

The City reserves the right to reject any and all proposals. The City reserves the right to award a contract to the firm that presents the proposal, which in the sole judgment of the City best serves the City's interest. The City reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, and/or negotiate minor deviations with the successful firm.

7.0 CONTACT PERSON

Please contact Mary Horger if you have questions or require additional information. Questions must be submitted in writing via email. Contact information can be found below.

Mary Horger
Financial Services Manager
City of Ukiah
mhorger@cityofukiah.com

Communication between a proposing company and a member of the City staff, other than the designated contact person, or between a proposing company and a non-designated City representative regarding the selection of a proposing company or award of this contract is explicitly prohibited from the time the RFP is advertised until the selection of a proposing company or award of the contract. Questions pertaining to this RFP shall be addressed to the party specified above. Failure of a proposing company, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.

8.0 ADDENDA

If it becomes necessary to revise any part of this Request for Proposal after it has been released, the City will issue an addendum containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the documents. Anyone who intends to submit a proposal in response to this solicitation must check the website frequently for any posted addenda. Anyone submitting a proposal will be deemed to have seen and agreed to be bound by the posted addenda.

9.0 INSURANCE REQUIREMENTS

Provided as Attachment "A" are the City's complete insurance requirements. Awarded firm, prior to performing any work, shall procure and maintain for the duration of the contract insurance per the attached requirements.

10.0 CITY BUSINESS LICENSE

Awarded firm will be required to maintain a City business license for the duration of the contract.

Information regarding the City business license can be found on the City website, at www.cityofukiah.com/businesses.

11.0 PUBLIC RECORDS

All materials submitted in response to this RFP are property of the City and will not be returned. The materials will be a public record subject to the disclosure provisions of the California Public Records Act and any other related public law or provision of such laws.

12.0 FINANCIAL RESPONSIBILITY

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions will become the property of the City and may be used by the City in any way deemed appropriate.



INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

- A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**If you have questions regarding our insurance requirements contact:
Risk Manager
(707) 463-6287 or FAX (707) 463-6204**

ATTACHMENT "B"
AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc.] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include

all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.

4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.

4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----
-----.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings,

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

Contract 2425-091

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 6th day of August, 2024 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and TJKM Transportation Consultants, a corporation organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to completing a Truck Route Study.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within 280 calendar days from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$44,965. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment A, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment A.

Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of the invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and to support the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend one year from date of final approved invoice for this project.

4. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

Consultant shall include all subcontractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant in the performance of services under this contract by Consultant, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings,

maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

7.9 Execution of Agreement. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement.

8.0 NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

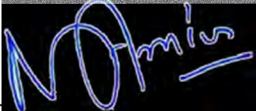
CITY OF UKIAH
DEPT. OF PUBLIC WORKS
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

TJKM TRANSPORTATION CONSULTANTS
SANDEEP PAPARAJU, PROJECT MANAGER
4305 HACIENDA DRIVE, SUITE 550
PLEASANTON, CA 94588

9.0 SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the Effective Date:

CONSULTANT

BY:  _____

08/06/2024
Date

PRINT NAME: Nayan Amin
94-2239515
IRS IDN Number

CITY OF UKIAH

BY:  _____
SAGE SANGIACOMO
CITY MANAGER

Aug 12, 2024
Date

ATTEST


Kristine Lawler (Aug 13, 2024 07:31 PDT)
CITY CLERK

Aug 13, 2024
Date

Proposal for Truck Route Study

May 29, 2024



ATTACHMENT A





May 29, 2024

Mary Horger
Financial Services Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Subject: Proposal for Truck Route Study for the City of Ukiah

Dear Ms. Horger:

TJKM Transportation Consultants (TJKM) is pleased to submit our Proposal for Truck Route Safety for the City of Ukiah. We are confident that the TJKM Team will meet the City's goals and objectives for this project, all while exceeding your expectations within budget and on schedule.

TJKM is a traffic engineering, transportation planning, and traffic operations firm providing services throughout California, Florida, and Texas. Founded in 1974, TJKM currently has a staff of 45 employees. The TJKM Team is spread out amongst seven offices with selected senior staff members that permanently reside in California. Our projects range in size from short-term engagements developing meaningful mobility solutions for a wide range of transportation issues to long-term planning for new developments, communities, and transportation systems. TJKM has been involved in more than 8,000 transportation projects throughout California and averages over 240 new projects each year.

TJKM has been providing Truck Route Studies as stand-alone projects or as part of a large overall study for two decades. TJKM's truck route studies have been focused on identifying, analyzing, and evaluating potential strategies that freight impacted communities might implement, in cooperation with the Cities and agencies, to abate truck impacts. Such truck impacts included traffic crashes, traffic congestion, active transportation conflicts, residential and school impacts, and excess wear for local pavements and bridges.

Our Project Team

To meet the specific needs of the City, we are pleased to propose Mr. Sandeep Paparaju as Project Manager. Mr. Paparaju has 11 years of professional experience in the areas of traffic operations, truck route studies, signal coordination, traffic impact studies, vehicle movement studies, simulation modelling, bridge design, and construction oversight. He has completed a variety of engineering tasks for many express lane projects, corridor system management plans, highway corridor operation analysis, signal timing, and transportation management plans. He is very familiar with the Caltrans project study phases. He has extensive experience using various transportation engineering software packages, including Synchro, FreQ, VISSIM, TransModeler, HCS, Traffix, Vistro, and Sidra. He has worked on this type of project for the Madera County Transportation Commission and the Cities of Seaside, South San Francisco, and Menlo Park among others.

Mr. Paparaju will be supported by a group of talented and experienced leaders in their fields with significant experience in providing similar services for the development of federal, state, and locally funded transportation-related projects. As your Principal-In-Charge for this project, I have over 20 years of experience performing studies of truck movements.



Statements

The proposal will be valid for 60 days after date of submittal.

Contact & Commitment

As President of the firm, I am authorized to bind TJKM to a contract and you have my personal assurance that all the resources necessary to address your needs will be made available and ready to perform when the opportunity arises. During the proposal process, please feel free to contact Sandeep Paparaju at (925) 201-1007 or via email at spaparaju@tjkm.com. Mailed correspondence can be sent to 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588.

We look forward to hearing from you for further steps in the consultant selection process. Thank you for considering TJKM for this project.

Sincerely,

TJKM Transportation Consultants

Nayan Amin, TE, President
namin@tjkm.com
(408) 410-2977

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PROJECT UNDERSTANDING & PROPOSED APPROACH



TJKM Transportation Consultants (TJKM) is pleased submit our Proposal for the Truck Route Study to the City of Ukiah.

PROJECT UNDERSTANDING AND PROPOSED APPROACH

Project Understanding

The City of Ukiah seeks to prepare a Truck Route Study aimed at optimizing transit corridors within the City. Through the Study, the City envisions to define optimal truck routes aligning with the City's commitment to multimodal transportation and enhance safety for all modes of travelers. Under this Study, TJKM will identify specific routes, aiming to integrate them into popular navigation Global Positioning System (GPS) services like Google and Apple. This Study aims to align multimodal design principles with the practical needs of large trucks using Ukiah as a bypass. The goal of the project is to prepare a comprehensive Study delineating the most efficient and City Council supported truck routes through Ukiah.

Large trucks often utilize the City streets as a bypass due to height restrictions on Caltrans freeway overpasses. TJKM will use the available classification counts on the identified truck route corridors in the City and will supplement that data with new counts at strategic locations. We also anticipate needing to conduct limited license plate origin-destination studies to document through truck movements. TJKM will also map all commercial, transportation, and industrial uses within the City's sphere of influence. This research is directed to defining the demand for local and through truck movements in the City.



To develop the minimum mileage of truck routes maintained by the City of Ukiah, it will require a careful review of the land uses that generate significant truck movements, as well as the adequacy of the streets used as access roads for those land uses. TJKM will make the assumption that through truck movements are not desired nor required on city streets, but this assumption, too, will need to be examined and anticipated in the meetings with freight businesses and the public.

TJKM will also evaluate the adequacy of the streets used by trucks in the City with respect to cross sections, pavement conditions, intersection geometry, driveway access, abutting land uses (existing and planned), locations of schools, and other generators of high pedestrian activity and collision rates. This portion of the Study will define the adequacy of the streets used for truck movements.

TJKM will then review the information and analyses of the gathering portion of the study with respect to City policy (both existing and proposed), and will define those streets where truck movements will not result in significant negative impacts. TJKM will also review other routes needed by trucks where there are significant impacts that represent the most difficult problem. It may be necessary to establish prohibitions on trucks on certain portions of the arterial network to minimize the impacts of truck movements; in these instances, a reasonable alternative route will be defined, also considering enforcement of the restrictions.

During the technical analysis, it is desirable that we meet with representatives of the freight industry to ensure that we understand the full range of their needs. We will also need to meet with the public during this stage of the Study.

Once the technical, freight industry, and public inputs are in hand, we will then develop the potential truck routes and regulations for further review. The draft recommendations will be forwarded in an Administrative Draft Truck Route Study for City staff review. Once City staff has commented, TJKM will develop the recommendations in a Draft Truck Route Study to be presented at a Planning Commission hearing. After the Planning Commission hearing, TJKM will address all comments and make the necessary revisions for submission of a Final Truck Route Study to the City Council.



TJKM will pinpoint specific and most efficient truck routes within the City that are supported by a City Council resolution and will also engage with navigation GPS services like Google and Apple to incorporate these truck routes to ensure smooth flow of goods and services. The City may consider to enact policies with regard to truck travel as a result of the conclusion and recommendations of the Study.

Approach

Below we have included our Approach to your project.

Task 1: Project Management

Task 1.1: Project Kick-Off Meeting

TJKM will develop agenda and materials for a kick-Off Meeting with City staff. The purpose of the meeting will be to:

- Fine-tune project goals and objectives
- Discuss and confirm critical data/issues that may influence the project
- Prepare a work plan, including approach to be reviewed by stakeholders

Administrative items will be discussed such as communication protocol, meeting frequency, monthly progress reporting, scheduling, invoicing, and other relevant project information. TJKM will prepare meeting materials including agenda, sign-in sheets, presentations, related materials, and summarize meeting notes and action items.

Task 1.2: Project Team Meetings

TJKM will coordinate monthly Project Manager status meetings with City staff and any other identified Stakeholders to ensure regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the monthly meetings is anticipated to include, at minimum, the City Project Manager and TJKM's Project Manager, Mr. Sandeep Paparaju. These meetings will provide the City assurance that the project remains on schedule and within budget and that expectations are clearly defined and met. TJKM will develop the agenda and prepare a summary of monthly meeting notes. The meeting notes will include a defined list of decisions, actions, and responsible party.

Deliverables

- ✓ Meeting agenda and minutes
- ✓ Monthly Project Management status meeting and meeting notes, invoices, and progress reports
- ✓ Project Schedule

Task 2: Data Collection

TJKM will obtain available traffic information, circulation element policies and maps, and aerial photos from the City. Also, TJKM will request pavement management data from the engineering office, needed zoning maps of the study area, and request the Regional Travel Demand Model from the City to assist our team in projecting future traffic demands. TJKM will review in detail the recently completed downtown road diet and streetscape projects.

TJKM will also conduct necessary classification counts at up to five locations for at least 48 hours along existing designated routes (data will be collected for both the a.m. and p.m. peak periods on weekdays). On the basis of the classification counts, TJKM will develop and conduct a license plate origin-destination study of trucks for up to four key routes where trucks may be bypassing highway or using City streets as shortcuts due to height restrictions on freeway overpasses. All the existing data will be mapped in a GIS database and map format to facilitate retrieval and analysis.

TJKM will also conduct field reviews of proposed truck routes and preferred local truck routes in the City, including the review of cross section (using aerial photos), pavement management data, intersection geometry, signal phasing, and accident data (SWITRS). Abutting land uses will be noted along each side and section of each route.

TJKM will analyze the data and information in terms of truck traffic in sensitive areas, accident rates involving trucks, deficiencies in City street geometry and cross section to accommodate truck traffic, and other factors. To the extent that trucks lead to additional operating problems, this will be fully documented in the Technical Memorandum.

All collected data and analysis will be documented in a Technical Memorandum to provide information regarding how many trucks are moving through the study area each day on average, and which routes trucks are using to enter and exit the study area.

Deliverables:

- ✓ GIS project map with traffic, field review, zoning and circulation element data and photos, and identified truck generators, and forecasts (as available)
- ✓ Surveys of truck movements, volumes, and origin-destinations
- ✓ Travel time studies of regional and City study routes used by trucks (seven)
- ✓ Technical Memorandum: Base Traffic and Land Use Data Related to Truck Routes



Task 3: Stakeholder Engagement Report

The goal of the City of Ukiah Truck Routes Study is to develop policy, regulatory and infrastructure recommendations related to City's existing transit system. To accomplish this goal, the TJKM Team will engage with key Stakeholders including business, residents, and government agencies to identify best practices and challenges faced by the City and to understand the effects and impacts of developing the proposed new truck routes on residents and businesses. The overall purpose of this engagement will be to create a dialogue inclusive of different perspectives and insights to help inform decision making throughout the Study process. During the Stakeholder engagement meetings, particular emphasis will be given on the overpass exits to Ukiah from Highway 101, considering their importance in route planning.

The Study outreach process will include following components and elements at a minimum:

- Freight Forums
- Public Meetings
- Study Website
- Truck Industry Survey
- Email Messaging
- Study Newsletter
- Municipal Survey
- Collateral Materials

Deliverables:

- ✓ Draft and Final Stakeholder Engagement Report

Task 4: Traffic Analysis Report

Under this task, TJKM will evaluate the existing conditions of the identified potential truck routes based on the Stakeholder meetings. Typically, a truck route will utilize roads designed to accommodate a large number of vehicles, through predominantly commercial and industrial corridors, and with stop/signal control at intersections with other major routes. The analysis will be subject to mobility, efficiency, safety, pavement conditions, community impacts, economic activity, and best practices and strategies. TJKM will identify the congestion points and areas of concern, especially in specified overpass exits. TJKM will ensure that the identified truck routes do not pass through residential areas and other areas with high concentration of pedestrians.

Deliverables:

- ✓ Draft and Final Traffic Analysis Report

Task 5: Safety Assessment Report

TJKM will conduct collision analysis along the existing truck routes in the City of Ukiah. TJKM will use SWITRS database to identify crashes involving trucks within the study area. All truck crashes that involved more one or more trucks will be analyzed within the study area, but the focus will be mainly in the overpass exits to Ukiah from Highway 101. TJKM will summarize the collision data based on severity type and pavement condition. TJKM will identify potential hazards and proposals for safety improvements.



Deliverables:

- ✓ Draft and Final Safety Assessment Report

Task 6: Cost-Benefit Analysis Report

TJKM will conduct a Cost-Benefit Analysis of proposed alternative truck routes in the City of Ukiah. TJKM will review and consider the recommendations from the recently completed downtown street projects. Additional focus will be given on achieving the most effective and economical solution. In the estimates, TJKM will include additional operating costs for truck trips due to changes in the provisions of the proposed Study. Operating costs will be calculated for additional mileage and travel time over the “do nothing” alternative. Likewise, TJKM will document the added costs of truck travel within the city based on having no truck restrictions. Such costs will include additional pavement and maintenance costs, and additional accidents. Other considerations that are less tangible such as quality of life impacts will also be documented in the planning document.

Deliverables:

- ✓ Draft and Final Cost-Benefit Analysis Report

Task 7: Route Optimization Recommendations

TJKM will use the information from the above tasks to formulate a truck route policy that minimizes the mileage of city streets designated as truck routes. Truck routes will be designated only for routes serving land uses generating significant truck volumes. The assumption we have is that no routes for through truck trips will be provided in the downtown area.

TJKM staff have developed truck routes in other cities that also had similar provisions. For San Leandro, for example, we assisted with the fact the city has both a local truck and through Truck Route Study. The reason for through trucks in that city is that several of the city streets are state highways where trucks are permitted through state law and policy. Enforcement of the local routes is done through service request. Trucks are stopped by police and the shipping manifests are examined. If the trucker cannot show that he or she is delivering or picking up freight from a city location, they are cited according to the city code. Similar provisions will be developed in the City of Ukiah policy to the extent they are applicable.

TJKM will evaluate and recommend routes that do not impact sensitive uses, avoid city streets and intersections where trucks will place an undue burden on the community in terms of capacity and safety, and where better, more direct routes between the state highway system and truck-related uses in the City exist.

Deliverables:

- ✓ Draft and Final Route Optimization Recommendation Report

Task 8: Community Outreach Report

TJKM will prepare a presentation which identifies the findings and recommendations to be presented to the local stakeholders, including businesses, residents. In the presentation TJKM will focus on stakeholders in the downtown areas and the other business areas who will be impacted by proposed truck route changes. TJKM will engage with businesses near each exit to Ukiah from Highway 101, collecting feedback for incorporation into the Final Study.

Deliverables:

- ✓ Draft and Final Community Outreach Report



Task 9: Comprehensive Deliverables

The Truck Route Study, including both a map and policy, will be presented as a Administrative Draft Truck Route Study for City staff review. After City review, TJKM will revise the Administrative Draft Truck Route Study in accord with staff comments. The revised Draft Truck Route Study and Policies will be provided to the Planning Commission for their review. TJKM will take the Planning Commission comments and revise the Truck Route Study and policy as necessary for presentation to the City Council. TJKM will use the Planning Commission and City Council review of the Draft Truck Study and policy to formulate a Final Proposed Truck Route Study and Policy for Planning Commission and City Council adoption. The resulting Truck Route Study and policy will be a city ordinance and will become a part of the City Code.

Deliverables:

- ✓ Draft and Final Truck Route Plan and Policy

Project Management Approach

The TJKM Project Management Plan that will be used on these projects is based on proven management, lessons learned and administrative systems developed to enhance communication among the City of Ukiah, the TJKM Project Manager and team members, and other affected agencies. This management approach has been used successfully on numerous projects throughout California. The TJKM Project Management Plan has the following elements:

- **Work Plan** - We will prepare a Work Plan upon receipt of a Notice-to-Proceed with detailed work elements including definition of the project, objectives, scope of services, staffing, budget, coordination, schedule, deliverables, and monitoring/reporting procedures.
- **Coordination/Communication** - The key to our success is an integrated team approach. Our goal is "no surprises". We will maintain close and regular communication with your Project Manager in personal or via telephones scheduled conference calls, emails, or meetings. Our firm strongly believes in the necessity and benefits of management with scheduled monthly progress meetings to discuss issues, deliverables, status, products, invoicing items, problems encountered that may affect schedule and budget. This will ensure clear communication and that our "no surprises" goal is maintained.
- **Cost Control** - Control of costs will be accomplished by monitoring on a task level basis. This detailed task level will roll up into milestone and project summary. Our accounting system is a "live" database that the manager can access to determine the financial status at any time. Cost control reporting will be implemented through the invoicing process with progress reports to relay information on progress and critical issues.
- **Schedule Control** - Establishing a schedule that meets the project objectives is relatively easy, maintaining it during changing project priorities and unforeseen conditions is a challenge. Frequent and effective communication your agency is needed to maintain the schedule and ensure a quality product. The scope will be broken down by function and separated into tasks that will be linked logically and sufficiently detailed to allow for realistic delivery of the project. Progress will be monitored by percent complete for each task.
- **Quality Assurance/Quality Control Procedures** – TJKM's Quality Assurance Procedures are utilized throughout the life of the Project. Quality Control starts at the proposal and scope definition stage and continues through the completion of all assignments. To assure that errors, omissions and ambiguities in submittals and drawings are limited to an absolute minimum, the responsibilities for technical review, peer review/coordination checking, and technical audit functions are assigned to the appropriate TJKM Team members. TJKM's approach integrates the work of our subconsultants into the quality control system through the use of established procedures and our peer review/independent checking capability augmented with technical audits.



QA/QC Process



PROJECT TEAM



PROJECT TEAM

TJKM Information



TJKM Transportation Consultants (TJKM) is a traffic engineering, transportation planning, and traffic operations firm that provides professional services locally in California, Texas, and Florida. The TJKM Team is spread out amongst seven offices with selected senior staff members that permanently reside in California. For 50 years, more than 3,500 satisfied clients in more than 380 jurisdictions have entrusted TJKM with their critical work.

We serve a full-range of clients, including municipalities, congestion management agencies, metropolitan planning organizations, transportation agencies, private developers, other consulting firms, and attorneys. TJKM has been involved in more than 8,000 transportation projects throughout California and averages about 240 new projects each year. TJKM's primary service categories include traffic engineering design (including Plans, Specifications, and Estimates), traffic operations, transportation planning, corridor studies, Intelligent Transportation Systems (ITS), traffic safety, and multimodal studies. Our motivation comes from satisfying clients' objectives and improving communities. TJKM has a strong roster of both public and private sector clients and continually builds upon this base.

Our engineers have worked on the public side of the desk for years as municipal engineers, developing superior skills in collaborating with the public and city councils and, more importantly, crafting excellent relationships with the right people. Our project managers, engineers, and planners have "hands on" experience and understand the latest requirements, technologies, trends, and standards. Our experience with local agency processes keeps projects moving faster; and know-how from thousands of engagements helps us complete projects on time and within budget.

Our motivation comes from satisfying Clients' objectives and improving communities. Our goal is to provide the most cost-effective implementable solutions that meet the unique needs of each client while keeping within budget and on schedule. We are professionals with a passion for safe and sustainable transportation - fully committed to highest client satisfaction.

EXPERTISE

Data Collection

TJKM's services include data collection utilized to augment available databases. Many of our engineers and technicians collect field data, including turning movement and volume counts and reduce the information in a manner necessary. Prior to initiating field data collection, TJKM will review each potential inventory items with your agency to ensure there is complete agreement on each component of the inventory. By observing traffic conditions personally, we can then determine the most effective strategies that will actually work to improve operations rather than what may sound good on paper. The data collected is then input into a program, such as TRAFFIX, Synchro, or SimTraffic to develop traffic count databases and traffic speed profiles using GPS technology.



We analyze the data to determine if the amount of traffic data within the study area is acceptable to your agency's standards. TJKM has years of experience in crafting and implementing neighborhood and circulation plan studies that take into account existing traffic count data in order to develop various short-term and long-term strategies to improve traffic impacts on existing traffic circulation and other multimodal uses.

Stakeholder Engagement

TJKM has a combined total experience of about 70 years in the area of stakeholder engagement, including involvement in many meetings and hearings involving substantial areas of conflict among the participants. On any given week, it is common for many of TJKM's staff to attend, present, and answer project questions at city council or planning commission meetings or at transportation committee meetings related to our specific projects. We are comfortable in this setting and skilled in presenting technical content clearly and concisely for a non-technical audience. TJKM regularly works with stakeholders committees and groups. We have successfully conducted virtually and in person Community and Stakeholder Engagement meetings on the Safety Projects we have successfully delivered.



We value a diversity of views by promoting public engagement and feedback. TJKM specializes in a variety of community outreach methods and strategies to assist our plans and clients, including public workshops, focus groups, hosting walking/biking tours, development of project websites for announcements and to elicit feedback, consent building, pop-up events and tactical urbanism, and intercept and online surveys. Our team utilizes unique insights from our experience to proactively identify and address potential concerns.

Traffic Analysis

TJKM has conducted corridor studies for significant transportation projects along major arterials, state highways, and freeways. Such studies analyze conditions for vehicular traffic as well as bicycle and pedestrian facilities and transit operations. These studies seek to identify the mix of transportation improvements that would be most effective in moving people and goods in specific travel corridors, and balancing those improvements with available funding and neighborhood and community concerns. When planning or integrating multiple modes of transportation within a traffic corridor shared by multiple modes of travel, it is important to know about the issues and concerns. TJKM has performed numerous corridor studies that provided a balanced and comprehensive view of the project. We analyzed existing conditions and identified deficiencies, opportunities, and constraints. As part of the analysis, we forecast population, traffic, and land use changes to project future corridor use by different modes of transportation. We have assessed traffic management under existing, near-term, and long-term future conditions and evaluated all the feasible or proposed alternatives as well as provided recommendations.



Our expertise includes developing Corridor System Management Plans that outline the multi-jurisdictional management of a corridor experiencing delay due to congestion, with emphasis on operations and getting the most of our existing infrastructure. We are highly skilled at analyzing existing and future traffic conditions and assessments of performance measures within the corridor.

We develop innovative and feasible solutions regarding operational improvements, ITS strategies, and system expansion projects to preserve or improve performance measures within the corridor.

Traffic Safety Analysis

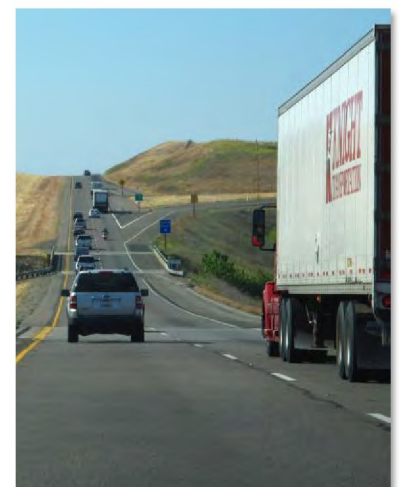
The key to successful starting and completing a traffic safety analysis is a clear and specific understanding of agency priorities, goals, and expectations for the process. The first issue that needs to be clearly and concisely resolved is the availability of high-quality crash, traffic, roadway, and environmental data. While crash data and traffic count data is often readily available, your agency can also benefit from detailed inventories of changes to the roadway infrastructure that have occurred over the analysis years, and databases and maps of terrain features and the location of signage, safety equipment, and traffic control. The more data that is available, the higher the resulting detail in crash type and risk factor analysis will be. Field data collection is then utilized to augment available databases. TJKM's approach to safety analysis is based on the following general work flow:



- *Identify crash types* associated with severe and fatal injuries based on system-wide collision data
- *Identify risk factors* associated with severe crash types that can be used to identify and prioritize other high-risk locations, regardless of location crash history
- *Identify low-cost countermeasures* from the Caltrans Roadway Safety, that can be implemented at a large number of locations where risk factors are present throughout the City transportation system in order to maximize the safety investment return
- *Identify, map, and prioritize locations* across the roadway network for implementation through Highway Safety Improvement Program (HSIP) and other available funding mechanisms. TJKM regularly assists jurisdictions with successful HSIP applications.

Cost-Benefit Analysis

TJKM have evaluated benefit cost analysis for truck route studies based recommended or proposed truck routes. Our analysis if focused on achieving the most effective and economical solution where recommended routes are not expected impact sensitive uses and city streets where trucks will place an undue burden on the community in terms of safety and capacity. TJKM has prepared plan estimates for truck route studies by illustrating operating costs for truck trips due to changes in the proposed route. Operating costs were calculated for additional mileage and travel time over the "do nothing" scenario.



Route Optimization

TJKM has completed many corridor studies and truck rerouting studies and provided valuable information and assessment on current conditions of trucking and freight related infrastructure. TJKM has identified specific issues and provided recommendations based on the agencies short and long term infrastructure needs, policy considerations, and equity goals.

Community Outreach

TJKM specializes in a variety of community outreach methods and strategies to assist our plans and clients, including public workshops, focus groups, hosting walking/biking tours, development of project websites for announcements and to elicit feedback, and intercept and online surveys. Our team will utilize unique insights from our past experience to proactively identify and address potential concerns. Building on those prior lessons learned, we will work closely with stakeholders to develop alternatives that meet safety and mobility goals while also supporting a community-building approach.



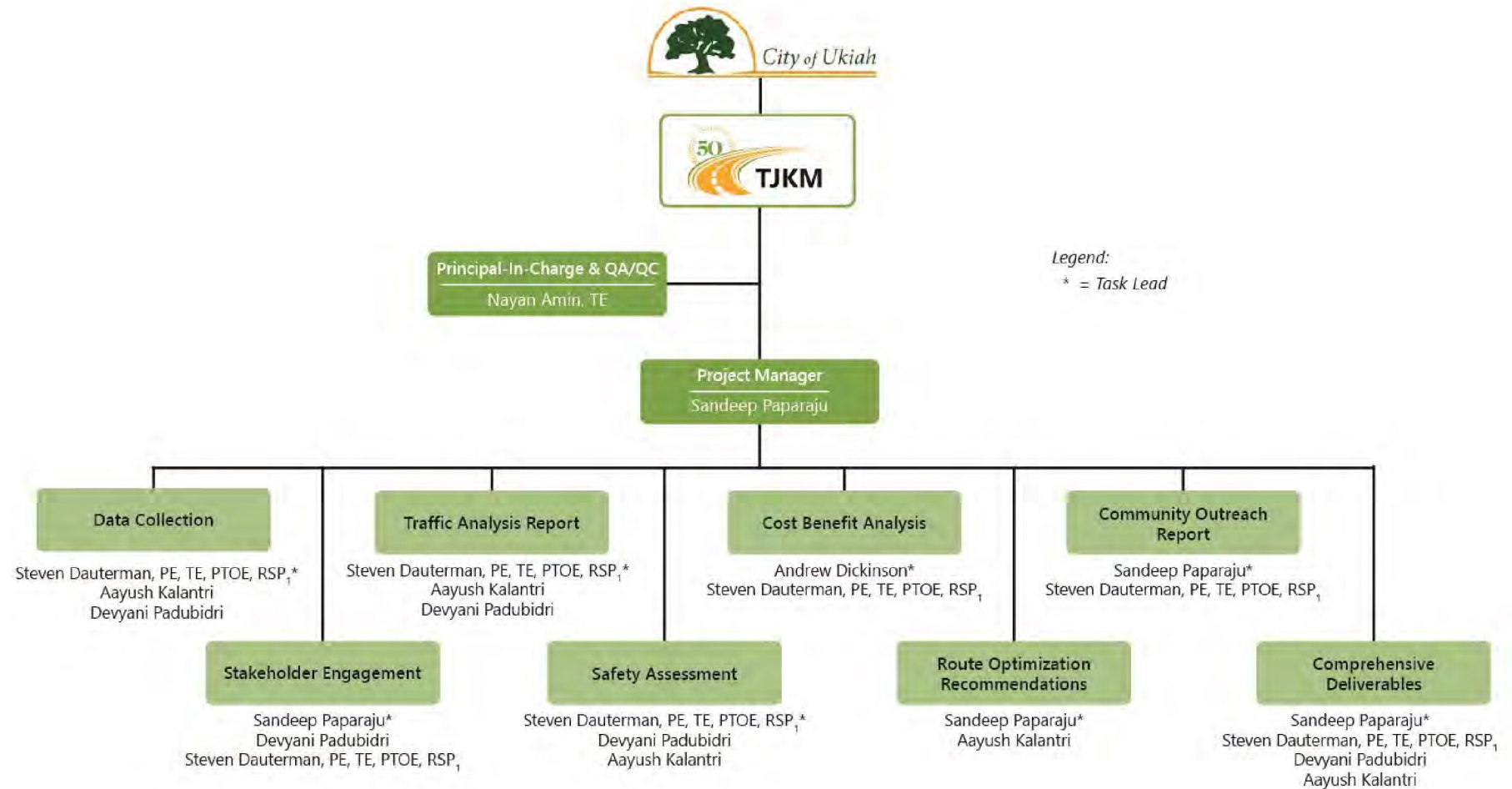
Comprehensive Deliverables

TJKM has prepared documents for variety of traffic engineering and transportation planning project which have demonstrated the findings including detailed maps and visual aids for clarity.

Organization Chart

Our proposed Team specializes in providing traffic engineering services to public agencies and regularly acts as an extension of staff to handle both their day-to-day and long-term needs. TJKM's Team has skills and the depth of resources that have been demonstrated in numerous contracts for repeat clients. TJKM offer a streamlined organization with clear lines of authority that identifies key points of contact and responsibilities. The proposed organization is a fully integrated team under the direction of Mr. Sandeep Paparaju, Project Manager. Work performed will be under his direct supervision/direction and he will be responsible for overall coordination, maintaining the effectiveness and efficiency of the work, cost and schedule reporting, and ensuring the City's satisfaction. He will be available to the City on short notice.

The proposed organization shown below provides a structure that allows work to be distributed into manageable tasks and subtasks with clear lines of responsibility for each assignment.



Resumes

Resumes for Key Personnel are provided on the following pages.

Subconsultants

TJKM does not anticipate the use of subconsultants. However, if additional expertise is needed for a specific assignment, we will draw upon our trusted relationships with firms specializing in required areas. We will consult with the City of Ukiah and obtain approval prior to the use of subconsultant services.

Qualifications and Experience

Each proposed TJKM Team member is highly qualified to successfully complete all tasks required by the City. All the staff for this project are listed below with details of their relevant and recent experience and expertise.

Name, Role, Years of Experience	Registration Number	Specialized Expertise	Qualifications & Experience
Nayan Amin, TE Principal-In-Charge & QA/QC 34 Years of Experience	CA TE 2290	▪ Traffic Operations ▪ Transportation Planning ▪ Safety Studies ▪ ITS Planning & Design ▪ Truck Route Studies ▪ Complete Streets ▪ Traffic Engineering ▪ Multimodal Studies ▪ Public Outreach	▪ Truck Restriction Plan Development, South San Francisco ▪ ConnectMenlo General Plan & Facebook Campus Planning, Menlo Park ▪ Seaside 2040 General Plan & Environmental Impact Report, Seaside ▪ State Route 233 Chowchilla Multimodal Corridor Plan, Madera County ▪ Citywide Truck Route Study, Citrus Heights
Sandeep Paparaju Project Manager & Task Lead 11 Years of Experience	N/A	▪ Truck Route Studies ▪ Traffic Impact Studies ▪ Safety Projects ▪ Transportation Planning ▪ Transportation Design ▪ Traffic Operations ▪ Roadway Safety ▪ On-Call Projects ▪ Traffic Engineering	▪ Truck Restriction Plan Development, South San Francisco ▪ ConnectMenlo General Plan & Facebook Campus Planning, Menlo Park ▪ Traffic Impact Study for the Proposed Capital Toyota Dealership Expansion, San Jose ▪ AIM Parking & Traffic Circulation Study ▪ I-205/Mountain House Parkway Project Study Report, San Joaquin County
Andrew Dickinson Task Lead 8 Years of Experience	N/A	▪ Cost Analysis ▪ Truck Route Studies ▪ Traffic Handling ▪ Signage Plans ▪ Traffic Signal Design ▪ Corridor Studies/Complete Streets ▪ Multimodal Analysis ▪ Pavement Delineation	▪ State Route 233 Chowchilla Multimodal Corridor Plan, Madera County ▪ Oyster Point Boulevard & E. Grand Avenue Corridor Improvements, South San Francisco ▪ Middlefield Road Plans, Specifications, & Estimates, Palo Alto ▪ Eureka North-South Multimodal Corridor Study, Eureka ▪ Charleston-Arastradero Corridor, Palo Alto
Steven Dauterman, PE, TE, PTOE, RSP1 Task Lead 6 Years of Experience	CA PE 95938 CA TE 3088 PTOE 5306 RSP1 478	▪ Traffic Impact Studies ▪ Transportation Planning ▪ Traffic Operations ▪ General/Specific Plans ▪ Roadway Safety ▪ Geometric Design	▪ BayWalk Traffic Impact Study, Pittsburg ▪ Cedar Boulevard Townhomes Traffic Impact Study, Newark ▪ Mossdale West Traffic Impact Study, Lathrop ▪ School Congestion Relief Traffic Study, San Ramon & Contra Costa County

Name, Role, Years of Experience	Registration Number	Specialized Expertise	Qualifications & Experience
Devayani Padubidri Support Staff 5 Years of Experience	N/A	- Transportation Planning - Travel Demand Management - Congestion Management - Community Outreach - Safety Projects - Campus Planning - Architectural Design	- Southeast Houston Mobility Plan, Houston - Denton Mobility Plan, Denton - Moffett Park Specific Plan, Sunnyvale - Martin Avenue & Walsh Avenue Corridor Bike Planning Project, Santa Clara - Northern Gateway Spaces, Prince George's County
Aayush Kalantri Support Staff 1 Year of Experience	N/A	- Traffic Engineering - Traffic Operations - Traffic Impact Studies - Data Collection	- Hembree Lane Traffic Impact Study, Windsor - Shiloh Road Resort & Casino Traffic Impact Study, Sonoma County - Dwelley Mori Annexation Traffic Impact Study, Brentwood





CRUZAREAS OF EXPERTISE

- Transportation Planning
- Traffic Impact Studies
- Transportation Management Plans
- Traffic Operations
- Transit Priority
- Freeway & Arterial Management Studies
- Multimodal Studies

YEARS OF EXPERIENCE

34

REGISTRATIONS & CERTIFICATIONS

CA TR 2290 (Traffic)

PROFESSIONAL HISTORY

TJKM	2012-Present
URS	2004-2012
Bucher, Willis & Ratliff	2001-2003
TJKM	1996-2000
VK Patel	1990-1996

EDUCATION

M.S., Civil Engineering, San Jose State University, San Jose, CA
 B.S., Civil Engineering, Saurashtra University, Rajkot, Gujarat, India

Mr. Amin has 34 years of both public and private sector experience in the areas of transportation planning, traffic impact studies, transportation management plans, construction scheduling, construction area signs, signing and striping, traffic signal coordination, traffic operations, transit priority, traffic signal systems, freeway and arterial management studies, and intelligent transportation systems planning, design and construction oversight. He specializes in macro and microscopic model development and application for analysis of impacts across all modes of transportation. His projects include planning, design, and providing construction oversight on projects to enhance operations and safety for all modes of transportation. Studies also include multimodal operations, light-rail, bus rapid transit, pedestrian, bicyclists and traffic safety and operations.

Nayan Amin, TE

PRESIDENT

Project Role: Principal-In-Charge & QA/QC

Project Experience

Truck Restriction Plan Development, South San Francisco, CA, City of South San Francisco: Principal-In-Charge. The project provided analysis of truck usage of city streets and suggested specific roads to limit truck use and banned unnecessary truck use of other streets in order to reduce noise and air pollution and increase safety for pedestrians, especially schoolchildren. The City sought to control truck movements only to those corridors necessary to serve freight-related needs of the city as opposed to serving as bypass routes for the congested regional and state highways and freeways. Preliminary recommendations included that all non-essential trucks weighing over three tons be restricted to three specific routes, and designate four corridors as truck routes for safe and easy access to various truck destinations. The team also recommended future actions including further study of truck-related accidents, intersection geometry related to accident rates and included actions in the City's capital improvement program.

ConnectMenlo General Plan & Facebook Campus Planning, Menlo Park, CA, City of Menlo Park, \$334K: Principal-In-Charge for a citywide transportation study for two concurrent projects: the update of parts the Menlo

Park General Plan, and Facebook's proposed campus expansion to over 17,000 employees. Oversaw the travel demand, vehicle miles traveled and multimodal circulation as well as the trip reduction strategies and multimodal improvement options including buffered bike lane treatments, bicycle boulevard enhancements and targeted sidewalk gap reduction.

Seaside 2040 General Plan & Environmental Impact Report, Seaside, CA, City of Seaside, \$160K: Task Lead for a comprehensive update to Seaside's Circulation Element incorporating complete streets components, multimodal performance metrics, revisions to citywide bikeway network, identification of pedestrian priority focus areas, and related land use and mobility projects in updating the CIP list. The bikeway network component included a comprehensive revision to the City's planned bikeway network that included bicycle boulevard corridors, and bicycle lane options with lane width modifications on each of the City's primary streets.

State Route 233 Chowchilla Multimodal Corridor Plan, Madera County, CA Madera County Transportation Commission, \$360K: Project Manager. Provided stakeholder coordination, developed public participation/ outreach plan, evaluated existing conditions and developed recommendations, developed

implementation plan, conducted truck route and signage study, conducted and developed downtown core study/master plan, and prepared presentation/report. This project is a two-phase Corridor Planning Study/Downtown Master Plan of State Route 233/Robertson Boulevard from State Route 152 to Road 19 with an emphasis in the Downtown Chowchilla area. The project was funded by Senate Bill 1 (SB 1) Sustainable Communities Planning Grant Program.

General Plan Update 2016, Humboldt County, County of Humboldt, \$78K:

Task Lead on team that prepared the update of the Transportation section of the Humboldt County General Plan. The initial work encompassed validating the Humboldt County Association of Governments Travel Demand Model and its associated land use files. He worked with County staff to ensure that these model files were consistent with the parameters of the General Plan and appropriate state agencies. Traffic forecasts were prepared for 2040; these were used to determine roadways within the County that did not meet level of service standards. Recommendations were prepared to develop mitigation measures for roadways needing improvements. The team updated the text for the transportation section of the General Plan document and prepared necessary traffic data for air quality and noise consultants.

AIM Parking & Traffic Circulation Study, Marin County, CA, Agricultural Institute of Marin, \$93K:

Principal-In-Charge. The project included collection and analysis of traffic and circulation data in the Marin County Civic Center area where aim is creating a permanent farmers market to replace two existing markets it operates on two locations on different days. The project includes a 27,000 square foot, two-story building, restaurant and retail space in addition to tables and stalls for farmers, and an educational facility. The team outreached to several stakeholders, including the operators of a future transit line that may affect how visitors get to and from the farmers market. The team also suggested innovative

solutions to enhance mobility and improve safety for vehicles, pedestrians and bicyclists.

VTA 2020-2024 CMP Monitoring & Conformance Reports, Santa Clara County, CA, Santa Clara Valley Transportation Authority (VTA), \$720K:

Principal-In-Charge. Each year in the fall, TJKM is collected available INRIX data to monitor LOS on all freeway segments in Santa Clara County. On odd numbered years, the team collected turning movement counts at 252 intersections, freeway gateway counts, HOV lane travel time runs, rural highway counts at 12 locations, and bicycle/pedestrian counts at 20 locations. TJKM is analyzed each intersection in VISTRO software to calculate the LOS.

TJKM also assisted VTA in transitioning their preferred analysis software for the CMP monitoring efforts from TRAFFIX to VISTRO. Additional as needed tasks included assisting VTA with incorporating VMT into their CMP process, and updating their traffic impact analysis guidelines.

2021 CMP Update, San Mateo County, CA, C/CAG of San Mateo County, \$120K:

Principal-In-Charge. TJKM assisted C/CAG to monitor the transportation network and develop an update to the Monitoring Report and 2021 CMP Report. The project included a unique task to develop a new "Companion Monitoring Network" where additional locations would be monitored for traffic congestion alongside the CMP network. A methodology was developed for selecting locations to be included in this network. Both networks were monitored using INRIX data, 72-hour ADT counts, and HOV lane travel time runs. The CMP Update included multi-modal monitoring components to compare travel times on the US-101 corridor using various modes of transport (single occupancy car, carpool, Caltrain, and SamTrans bus). TJKM calculated the LOS of the CMP and Companion networks and report it in the Monitoring Report.

2020-2021 TAM System Monitoring & CMP Update, Marin County, CA, Transportation Authority of Marin, \$172K: Principal-In-Charge. The team prepared the monitoring plan, monitoring, and analyzing the Marin County CMP Network, reviewing data, preparing the Monitoring Report, prepared the 2021 CMP Update, and attended meetings.

Congestion Management Plan Update, Solano County, CA, Solano Transportation Authority, \$84K:

Principal-In-Charge and QA/QC on the project. Work on this project included data collection on all CMP network segments, LOS analysis of the network, and completion of the CMP report detailing these results as well as information on transit performance, bike and pedestrian, TDM measures, STA's Travel Model (currently undergoing updates by TJKM), and land use analysis program. The team also provided a preliminary evaluation to compare the freely available INRIX data to STA segment post-mile data. The analysis was done to explore the possibility of utilizing INRIX data in future cycles as a method of monitoring congestion.

Annual CMP Monitoring Analysis, Los Gatos, CA, Town of Los Gatos, \$50K:

Principal-In-Charge. TJKM has served as an on-call traffic consultant to the Town of Los Gatos for over a decade. As part of the on-call contract, TJKM provides annual CMP monitoring throughout the Town. The team provides traffic counts and LOS analysis for Los Gatos CMP intersections per Santa Clara County requirements. Traffic data collection included turning movement and machine counts, queuing observations, and saturation flow rate observations. TJKM utilized these data to calibrate the Town of Los Gatos TRAFFIX model and perform LOS analysis. Potential mitigation measures were identified in consultation with Town staff.



AREAS OF EXPERTISE

- Transportation Planning
- Construction Management
- Corridor Studies
- Complete Streets
- Traffic Signal Systems
- Traffic Operations

YEARS OF EXPERIENCE

11

PROFESSIONAL HISTORY

TJKM	2013-Present
Larsen & Toubro Ltd.	2011-2012
Simplex Infrastructure	

EDUCATION

M.S., Civil Engineering, University of Akron, Akron, OH
 B.S., Civil Engineering, Pune University, Pune, Maharashtra, India

Mr. Paparaju has 11 years of professional experience in the areas of professional experience in the areas of traffic operations, signal coordination, traffic impact studies, simulation modelling, bridge design, and construction oversight. He has completed a variety of engineering tasks for many express lane projects, corridor system management plans, highway corridor operation analysis, signal timing, and transportation management plans. He is very familiar with Caltrans project study phases: Preliminary Planning Study, Project Study Report, and Project Study Report-Project Development Support, Project Approval/Environmental Documentation, and Plans, Specifications, and Estimates (PS&E). He has extensive experience using various transportation engineering software packages, including Synchro, FreQ, VISSIM, TransModeler, HCS, Traffix, Vistro, and Sidra.

Sandeep Paparaju

SENIOR PROJECT MANAGER

Project Role: Project Manager | Stakeholder Engagement Task Lead | Route Optimization Recommendations Task Lead | Community Outreach Report Task Lead | Comprehensive Deliverables Task Lead

Project Experience

Truck Restriction Plan Development, South San Francisco, CA, City of South San Francisco, \$59K: Project Engineer assisting in analysis of trucks' usage of city streets and suggesting specific roads to limit truck use and banning unnecessary truck use of other streets to reduce noise and air pollution and increase safety for pedestrians, especially school children. The City seeks to control truck movements only to those corridors necessary to serve freight related needs of the city as opposed to serving as bypass routes for the congested regional and state highways and freeways. Preliminary recommendations include all non-essential trucks weighing over three tons be restricted to three specific routes, and designate four corridors as truck routes for safe and easy access to various truck destinations. He also recommends future actions including further study of truck-related accidents, intersection geometry related to accident rates, and to include actions in the City's capital improvement program.

ConnectMenlo General Plan Update, Menlo Park, CA, PlaceWorks, \$83K: Project Engineer on project, which entails updating the city's last general plan, from 1994, to address regional commuting challenges, improve transit services and remedy gaps in pedestrian and bicycle networks and parking.

Interstate 580/Mountain House Parkway Project Study Report, San Joaquin County, CA, Rajappan & Meyer Consulting Engineers, Inc., \$32K: Project Engineer on project, which entailed anticipating impacts and offering mitigation measures regarding Cordes Specific Plan, along the western edge of Tracy.

2747 & 3045 Park Boulevard Traffic Impact Study, Palo Alto, CA, City of Palo Alto, \$80K: Project Engineer for proposed office development projects replacing an existing office and an existing storage facility, analyzing nine study scenarios and 16 study intersections. This study was unique in nature as it involved the analysis of the traffic impacts due to an adjacent proposed office building located at 3045 Park Boulevard. He analyzed a potential new scenario which involved the re-routing of traffic and provided detailed evaluations concerning potential project impacts on pedestrian

and bicycle travel, site access and circulation for automobiles, emergency vehicles, trucks, transit, bicycles, and pedestrians, and evaluation of on-site parking supply.

Tech Corner, Mountain View, CA, Confidential Client, \$27K: Assistant Project Engineer on the project, which provides alternatives to relieve congestion and improve traffic flow on the Innovation Way and Mathilda Avenue, which are heavily congested as they provide access to IT companies such as Google, LinkedIn, Comcast, Microsoft, Amazon, and Motorola. Proposed alternatives include retiming of signals, prohibiting turn movement or closing of one road to improve traffic flow.

Interstate 205/Mountain House Parkway Project Study Report, San Joaquin County, CA, Rajappan & Meyer Consulting Engineers, Inc., \$28K: Project Engineer on project, which entailed anticipating impacts and offering mitigation measures regarding Cordes Specific Plan, along the western edge of Tracy, to relieve congestion, reduce delay, maintain acceptable levels of service for future traffic volumes generated in the nearby area, and provide the growing western San Joaquin County area adequate, safe, and efficient access to the movement of people, goods, and services. He was the traffic engineering consultant for the PSR for this interchange. Three build alternatives and one no-build alternative were a part of this PSR. He also prepared the traffic signals, signing and striping and electrical plans for the interchange, and designed the entire traffic signal network within the community of Mountain House. The firm currently serves as the on-call traffic engineer for study and design work.

North Capitol Avenue & Hostetter Road Commercial Development Traffic Impact Study, San Jose, CA, AU Energy, \$15K: Project Engineer for a proposed commercial development of a convenience store, self-serve carwash tunnel and equipment room, and six fuel dispensers. His study included traffic analysis for six study scenarios

and analyzed the project impacts at three study intersections. All intersections within the project area were evaluated and mitigation measures were recommended at locations where significant impacts, due to the project trips, were identified. He provided detailed evaluations concerning potential project impacts on pedestrian and bicycle travel, evaluation of project site access and circulation for automobiles and evaluation of on-site parking supply. He conducted a driveway analysis based on the City's drive thru policy and simulated the left-turn queues at the study intersections using SimTraffic in order to analyze the traffic impacts created due to the addition of project trips.

Traffic Impact Study for the Proposed Capital Toyota Dealership Expansion, San Jose, CA, Auto Focus, \$10K: Traffic Engineer on traffic impact analysis for expanding an existing car dealership. Analysis found that additional traffic projected to be generating from the proposed expansion is expected not to have any significant impacts at the study intersections.

AIM Parking & Traffic Circulation Study, Marin County, CA, Agricultural Institute of Marin, \$93K: Project Engineer assisted with collection of traffic and circulation data and analysis in the Marin County Civic Center area where the aim was to create a permanent farmers market to replace two existing markets, which operate at two locations on different days. The project included a 27,000 square foot, two-story building restaurant and retail space in addition to tables and stalls for farmers and an educational facility. He outreached to several stakeholders, including the operators of a future transit line that may impact how visitors get to and from the farmers market. The team also suggested innovative solutions to enhance mobility and improve safety for vehicles, pedestrians and bicyclists.

16601 Almaden Expressway Daycare Center, San Jose, CA, Almaden 16601 LLC, \$17K: Project Engineer on traffic

impact analysis for a proposed daycare center for 168 children on a currently vacant parcel. The analysis includes two alternatives for ingress and egress from the property, and six study scenarios. He concluded that the intersections are projected to continue to operate within acceptable standards and require no mitigation measures. On-site vehicle circulation was also found to be adequate, while the team also recommended some traffic control signage and striping.

CarMax Transportation Impact Studies, San Jose, CA, MacKay & Soms, \$11K: Project Engineer on project analyzing proposed CarMax (used automobile dealership) on a location with six buildings, which are being used as auto sales and service facilities. He concluded that trips would be lower during peak periods, so no mitigations were recommended to keep operating at an acceptable level.

Mosque Traffic Study, Hayward, CA, Mosque of Muhajereen, \$7K: Project Engineer assisting in study of traffic and parking needs related to plans to expand a mosque. Some of the unique aspects of the project include that as a mosque, it attracts the most traffic during the five daily prayer times in Islam, which have been deemed to not conflict with community peak traffic patterns and parking needs. Also, the local trip generation survey published by the Institute of Transportation Engineers (ITE) did not have adequate studies to estimate the trips proposed by a mosque, so He estimated trips by factoring up the existing driveway counts by 25 percent: the percent of the increase in square footage between the existing mosque size and the proposed size. He concluded all of the study intersections would continue to operate as acceptable levels of service and circulation seems to be adequate. He analyzed the proposed project's parking requirements based on the results of the trip generation survey, on-site observations and the applicant's input, and determined the proposed number of parking spaces and available on-street parking spaces should remain sufficient.



AREAS OF EXPERTISE

- Traffic Handling
- Pavement Delineation
- Signage Plans
- Traffic Signal Design

YEARS OF EXPERIENCE

8

PROFESSIONAL HISTORY

TJKM 2016 – Present

EDUCATION

B.S., Civil Engineering, San Jose State University, San Jose, CA

Mr. Dickinson has eight years of professional experience in transportation engineering and design. He specializes in preparing plans, specifications and estimates for Signal, ITS, Signage, Striping and Traffic Handling projects. Mr. Dickinson now specializes in managing projects and provides high level of quality in taking a project from planning phase, design and to end of construction.

Andrew Dickinson

PROJECT MANAGER

Project Role: Cost Benefit Analysis Task Lead

Project Experience

State Route 233 Chowchilla Multimodal Corridor Plan, Madera County, CA Madera County Transportation Commission, \$360K:

Assistant Project Engineer. Provided stakeholder coordination, developed public participation/outreach plan, evaluated existing conditions and developed recommendations, developed implementation plan, conducted truck route and signage study, conducted and developed downtown core study/master plan, and prepared presentation/report. This project is a two-phase Corridor Planning Study/Downtown Master Plan of State Route 233/Robertson Boulevard from State Route 152 to Road 19 with an emphasis in the Downtown Chowchilla area. The project was funded by Senate Bill 1 (SB 1) Sustainable Communities Planning Grant Program.

Oyster Point Boulevard & E. Grand Avenue Corridor Improvements, South San Francisco, CA, City of South San Francisco, 2017-Ongoing, \$338K: Assistant Project Engineer on project to prepare a full set of construction documents for the four intersections. The construction drawings Plans, Specifications, & Estimates will include traffic signal modification, signage and striping improvement, street lighting modification, and civil improvements based on the findings in the operational analysis.

Middlefield Road Plans, Specifications, & Estimates, Palo Alto, CA, City of Palo Alto, \$24K: Assistant Project Engineer assisted with the preparation of signage and striping improvements along Middlefield Road from Oregon Expressway to Forest Avenue. The Team prepared a full set of Plans, Specifications, & Estimates for the project. Also provided construction support during installation of the bicycle track and reviewed proposed cat-tracking by the contractor before installation of new cycle track facility on the roadways.

Eureka North-South Multimodal Corridor Study, Eureka, CA, City of Eureka, \$72K: Assistant Project Engineer assisted with preparation of conceptual plans, developed cross-section and design alternatives to present to the City.

Charleston-Arastradero Corridor Project, Palo Alto, CA, Mark Thomas & Co., \$260K: Assistant Project Engineer assisted with the preparation of traffic signal modification plans for 11 locations. Tasks included developing conceptual design and preparation of Plans, Specifications, & Estimates related to pavement delineation, signing, traffic signals, and enhancements of pedestrian facilities.

Calaveras Boulevard Near-Term Improvements, Santa Clara County, CA, Valley Transportation Authority, \$45K: Project Engineer responsible for electrical design plans for improvements to Westbound State Route 237 and Calaveras Boulevard on-ramp and prepared a full Plans, Specifications, & Estimates for

construction related to the signal improvements at State Route 237 and McCarthy Boulevard.

TCP Cordes Ranch Phase 1A, Tracy, CA, Knife River Construction, 2015-2017, \$10K: Assistant Project Engineer assisted with preparing traffic control plans for two stages of construction as part of Phase 1A of Cordes Ranch improvements. Stage 1 involved installation of a water line through the intersection of Hansen and Schulte Road. Stage 2 involved widening Schulte and Hansen Road to the north and east, respectively.

TCP Cordes Ranch Phase 1C, Tracy, CA, Top Grade Construction, 2015-2017, \$10K: Assistant Project Engineer assisted with preparing traffic control plans to widen Schulte Road, on north side, and Mountain House Parkway, on the east side.

Traffic Control at 1950 Leghorn, Mountain View, CA, LMTNV LLC, 2016-Ongoing, \$7K: Assistant Project Engineer for preparing traffic handling plans on Leghorn Boulevard in two stages of construction. The first phase involves the connection of a storm drain line to a manhole. The second stage involves connecting service lines to the construction site.

Safe Routes to School, Sunnyvale, CA, City of Sunnyvale, \$283K: Assistant Project Engineer assisted with designing the Plans, Specifications, & Estimates for Citywide pedestrian improvements at 60 signalized and unsignalized intersections. The Team designed the improvements recommended and prepared the E-76 documentation for National Environmental Policy Act environmental clearance.

Local Roadway Safety Plan, Patterson, CA, City of Patterson, \$72K: Senior Transportation Engineer assisted with the cost estimate, preparing Analyzer, and preparing concepts for the City of Patterson to develop a Local Roadway Safety Plan. The Local Roadway Safety Plan is required for applying in the Cycle 11 call for projects and in future grant cycles. The overarching goal of a Local Roadway Safety Plan is to reduce fatalities and severely injured cases

attributed to roadway collisions. The Local Roadway Safety Plan will include at a minimum: a literature review, safety (collision) analysis, emphasis areas (with 4 E's strategies), countermeasure toolbox, viable safety projects, and an implementation plan.

Local Road Safety Plan, County of Yuba, CA, County of Yuba, \$80K: Senior Transportation Engineer that assisted with estimates and preparing Analyzer for the County in developing a Local Road Safety Plan to identify, analyze, and address traffic safety issues on suburban and rural County roads. The Local Road Safety Plan was developed through a data driven process, robust stakeholder and public outreach, and engineering judgement. It contains strategies from the 4 E's of traffic safety: Education, Enforcement, Engineering, and Emergency Medical Services, along with a countermeasure toolbox, safety projects, and an implementation strategy. This will leave the County with an implementable Local Road Safety Plan that will ensure the County is prepared to apply for Highway Safety Improvement Program Cycle 11 funding. Also, will assist with applying for the funding.

Local Roadway Safety Plan, Dinuba, CA, City of Dinuba, \$44K: Senior Transportation Engineer assisted with the cost estimate, preparing Analyzer, and preparing concepts for the Local Roadway Safety Plan, which analyzes traffic collisions on the City's roadways, develops Emphasis Areas, recommends countermeasures, and develops safety projects. The report will also include the preparation of HSIP Cycle 11 grant ready materials.

Local Roadway Safety Plan, Pinole, CA, City of Pinole, \$40K: Senior Transportation Engineer that assisted with the cost estimate, preparing Analyzer, and preparing concepts for developing the City of Pinole's first the Local Roadway Safety Plan aiming at enhancing traffic safety on local roads for all modes of transportation. Tasks on the project will include document review, systemic safety analysis, identification of high-risk locations, countermeasure selection, Emphasis

Areas with 4E's strategies, stakeholder outreach, and safety projects.

Local Road Safety Plan, Chowchilla, CA, City of Chowchilla, \$45K: Senior Transportation Engineer that assisted with the cost estimate, preparing Analyzer, and preparing concepts for the City of Chowchilla in developing the City's first the Local Road Safety Plan. State Route 233 runs through its downtown which is considered a major thoroughfare serving local traffic. As part of the scope we will prepare and submit Highway Safety Improvement Program applications for Cycle 11 on behalf of the City.

Local Road Safety Plan, Antioch, City of Antioch, \$72K: Senior Transportation Engineer that assisted with the cost estimate, preparing Analyzer, preparing concepts, and completing the Field investigation for the City of Antioch in developing a Local Road Safety Plan. The project had public and stakeholder outreach in order to gather public input with regard to traffic safety concerns the citizen encounters on a daily basis.

Local Roadway Safety Plan, Tulare County, CA, Tulare County, \$79K: Senior Transportation Engineer that assisted with the cost estimate, preparing Analyzer, and preparing concepts for the County of Tulare to prepare a Local Roadway Safety Plan that will be developed through a combination of a data-driven process, stakeholder and public insights, and engineering judgement. The Local Roadway Safety Plan identifies Education, Enforcement, Emergency Medical Services, and Engineering strategies with proven countermeasures and phasing. It also consists of a monitoring mechanism, policy guidelines to evaluate the effectiveness of the plan and serve as a living document that can be updated to reflect changing needs and priorities in the County.



AREAS OF EXPERTISE

- Transportation Planning
- Traffic Operations
- Roadway Safety
- General/Specific Plans
- Traffic Impact Studies
- Geometric Design
- Traffic Calming & Vision Zero

YEARS OF EXPERIENCE

6

REGISTRATIONS & CERTIFICATIONS

CA (Civil) 95938
 CA (Traffic) 3088
 FL (Civil) 96193
 TX (Civil) 147797
 VA (Civil) 063662
 PTOE 5306
 RSP₁ 478

PROFESSIONAL HISTORY

TJKM	2022-Present
Gorove Slade	2017-2022

EDUCATION

B.S., Civil Engineering, Purdue,
 West Lafayette, IN

Mr. Dauterman is a professional engineer with six years of experience in the transportation sector, notably in traffic operations, transportation planning, and roadway safety. He has worked on over 270 projects, ranging from small residential developments to multimillion square-foot mixed-use projects. His background includes traffic impact studies, trip generation studies, warrant studies, roadway speed studies, safety audits, parking studies, vision zero/traffic calming initiatives, and access management. Mr. Dauterman is proficient in several software applications, including Highway Capacity Software, Synchro/Simtraffic, Sidra Intersections, and PTV Vistro.

Steven Matthew Dauterman, PE, TE, PTOE, RSP₁

SENIOR TRANSPORTATION ENGINEER

Project Role: Data Collection Task Lead | Traffic Analysis Task Lead | Safety Assessment Task Lead

Project Experience

BayWalk Traffic Impact Study, Pittsburg, CA, Raney Planning & Management, \$82K: Transportation Engineer. Conducting a Traffic Impact Study for a mixed-use development consisting of nearly 2,000 residential units, 60 kSF of retail, and 600 kSF of employment uses, to be located adjacent to Pittsburg's current downtown core thereby increasing the project's connectivity and walkability factors.

The study includes an assessment of the vehicle-miles traveled impacts per California's California Environmental Quality Act guidelines and an operations assessment of 22 major intersections under six analysis scenarios. The Study will identify key improvements needed to accommodate the project and 18 years of regional growth.

Cedar Boulevard Townhomes Traffic Impact Study, Newark, CA, Cedar Blvd Townhomes, LLC., \$30K: Deputy Project Manager. Conducted a Traffic Study for a 76-unit high-density residential development. The study included an assessment of the vehicle-miles traveled impacts and an operations assessment of five intersections under six analysis scenarios. The study identified key

improvements needed to accommodate the project and 18 years of regional growth. At the request of City staff, the project included a detailed signal warrant and fair share value assessment for the intersection of Cedar Boulevard and Smith Avenue to account for the project's impacts and the impacts of other adjacent projects.

Mossdale West Traffic Impact Study, Lathrop, CA, De Novo Planning Group, \$69K: Transportation Engineer. Directing a Traffic Study as part of the site plan application for 829 single-family homes. Leading a vehicle miles traveled assessment of the proposed development per San Joaquin County's standards. Conducting a detailed review of the existing infrastructure to identify deficiencies and an assessment of potential impacts concerning planned future improvements per the City's updated General Plan. Performing a network operations assessment for 14 major intersections within the City's limits, including two Interstate 5 junctions. As part of this endeavor, developing the network analysis models and forecasted growth in regional demand based on the County's gravity model; developing multiple roadway improvement measures (including optimization of existing signals, installation of a new signal, and geometric improvements) to

accommodate near-term and long-term growth within the area at-large.

School Congestion Relief Traffic Study, San Ramon & Contra Costa County, CA, TRAFFIX, \$99K: Lead Analyst. Conducted roadway circulation modeling efforts for 33 schools within the boundaries of the San Ramon Valley Unified School District to provide effective school bus service. Metrics used were level of service analysis at 64 intersections, average system delay at each school using SimTraffic analysis to determine the potential impact of bus service, and on-site school observations during morning arrival and afternoon departures. The final result was a prioritized list of schools with the greatest need for congestion reduction and bus routes that would provide the most traffic delay reduction.

Starbucks at T Street/US 101 Traffic Impact Study, Eureka, CA, Humboldt QOZ Fund, \$14K: Transportation Engineer. Conducted a Traffic Impact Study for the redevelopment of a half-city block in downtown Eureka. The project was to construct a new 1.1 kSF Starbucks café and a 2.3 kSF quick-food restaurant with a drive-through. The study included the assessment and simulation of existing and future conditions along California US 101 to determine roadway capacity, traffic operations, and assess roadway improvements. Furthermore, the study included an assessment of safety impacts and discussed improvements to access management and internal site circulation.

Starbucks at Freedom Boulevard Traffic Impact Study, Watsonville, CA, Greenberg Farrow, \$12K: Transportation Engineer. Conducting a Traffic Impact Study analysis for the conversion of a sit-down restaurant to a drive-through only Starbucks. This effort included a vehicle-miles traveled impact analysis and a traffic operations assessment for three adjacent intersections.

Sherburne Hills Road Traffic Impact Study, Danville, CA, Greenberg Farrow, \$24K: Lead Engineer and Deputy Project Manager. Conducted a

Traffic Study as part of the site plan application. Developed a roadway network model and forecasted inherent growth based on the regional gravity model. Conducted operational analyses along a principal arterial thoroughfare and assessed transportation-related (i.e., vehicular, pedestrian, and transit) impacts per California's California Environmental Quality Act guidelines and consistency with the City's standards. Reviewing plans for consistency with local parking regulations and connectivity constraints. Based on the findings will identify potential improvements to pedestrian facilities.

Whitmore Avenue Development, Ceres, CA, Grey Peak Development, \$23K: Deputy Project Manager. Conducted a Traffic Study as part of the site plan application. Was responsible for the day-to-day operations of the project and coordination efforts between our client, City of Ceres staff, and City of Merced staff (as the project was on the City's limits). Assessed transportation-related (i.e., vehicular, pedestrian, and transit) elements to determine potential impacts as per California's California Environmental Quality Act guidelines and consistency with the City's standards. Reviewed plans for consistency with local parking regulations and connectivity constraints. Based on the findings of the study, identified potential improvements to the driveway entrance and bicycle facilities.

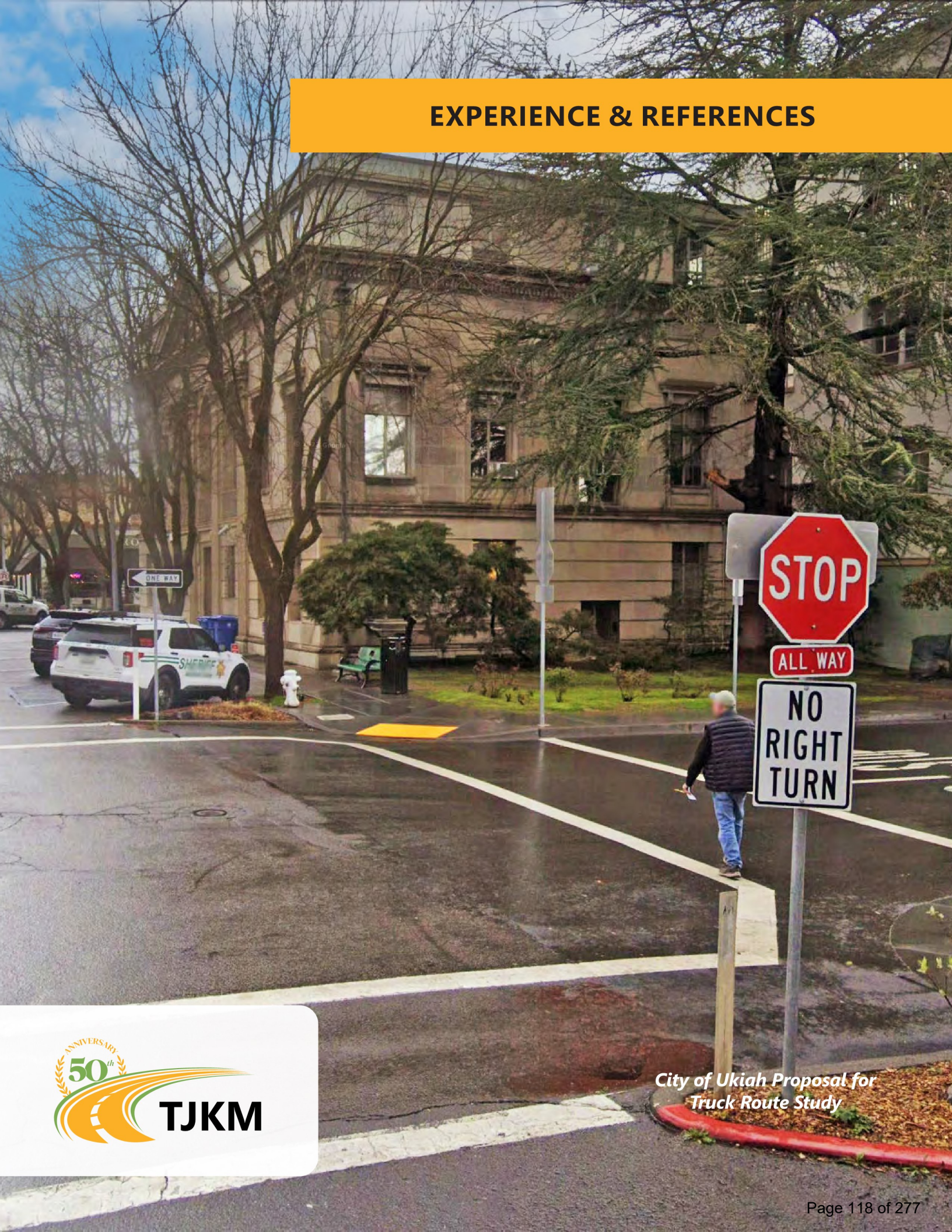
168 Market Traffic Impact Study, Vallejo, CA, TAWA Services Inc., \$35K: Deputy Project Manager and Lead Engineer. Conducted a study for a 40 KSF Asian grocery market. The study included an extensive coordination effort to develop study assumptions and parameters in tandem with City Planning and Public Works staff. The TIS assessed vehicle-miles traveled impacts and the operations of eight intersections under five analysis scenarios. Based on the findings of the study, adjustments to signal timings were identified in future scenarios. Furthermore, improvements to bicycle facilities were recommended.

4400 Black Avenue Traffic Assessment, Pleasanton, CA, TTLC Pleasanton – Black Ave. LLC, \$7K: Project Manager. Conducted a traffic assessment as part of the builders' remedy application. Is responsible for the day-to-day operations of the project and coordination efforts between our client and City staff. Services included the development of site trip generation analysis, assessment of connectivity (pedestrian, bicycle, vehicle, emergency, and transit), and a VMT assessment for a potential Category 32 exemption under the provisions of the California Environmental Quality Act.

Veterans Affairs Health Care Center Traffic Impact Analysis, Fredericksburg, VA, Allied Properties, N/A: Lead Analyst. Developed a traffic impact analysis scoping document and conducted a Traffic Impact Study for a mixed-use development consisting of a 0.50 MSF health care center, 550 residential units, and 66 kSF of auxiliary commercial. The study included the assessment and simulation of existing and future conditions along US Route 3 near Interstate 95 to determine roadway capacity, roadway safety, traffic operations, and potential future roadway improvements.

Village Place Dater Center Traffic Impact Study, Prince William County, VA, JCL Consulting, N/A: Lead engineer and point-of-contact that oversaw the development of a traffic analysis for nearly 1.6 MSF of data center uses. The study evaluated potential traffic impacts, identified roadway needs, determined potential mitigation measures, and identified any critical traffic issues that were addressed during the planning process. Developed multiple turn lane waiver documents which were approved by the County. Aided in the preliminary signal modification plan to accommodate the primary entrance to the development at an existing three-legged signal. Represented the client at Planning Commission/Board of County Supervisors meetings.

EXPERIENCE & REFERENCES



*City of Ukiah Proposal for
Truck Route Study*

EXPERIENCE AND REFERENCES

Below is a range of similar projects we have performed work on that show our general qualifications as it relates to the proposed work.

TRUCK RESTRICTION PLAN DEVELOPMENT, SOUTH SAN FRANCISCO, CA

Reference: Sam Bautista | City of South San Francisco | 315 Maple Avenue, South San Francisco, CA 94080 | (650) 829-6668 | sam.bautista@ssf.net



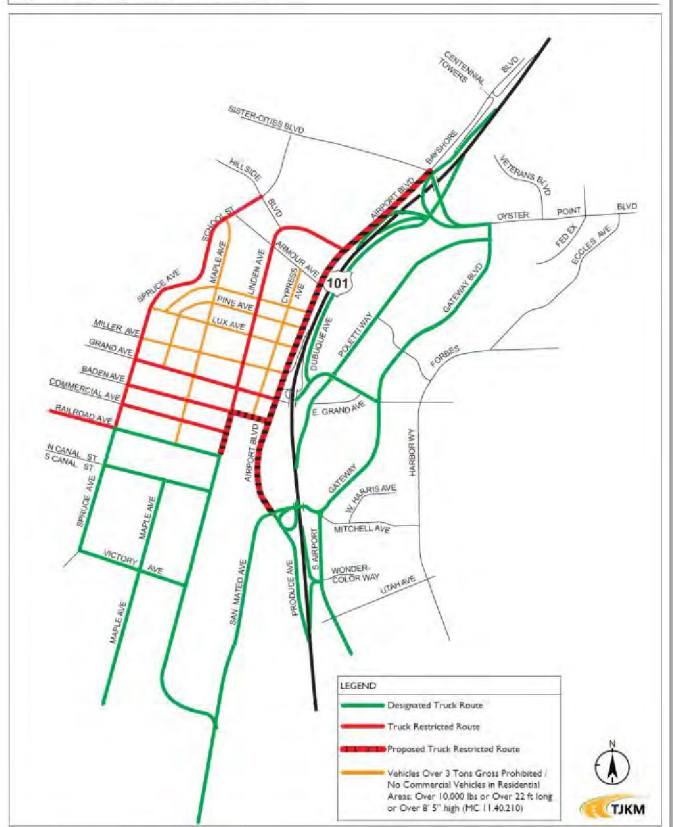
TJKM analyzed trucks usage of city streets and suggested specific roads to limit truck use and banned unnecessary truck use of other streets in order to reduce noise and air pollution and increase safety for pedestrians, especially school children.

The City sought to control truck movements only to those corridors necessary to serve freight-related needs of the City as opposed to serving as bypass routes for the congested regional and state highways and freeways.

Preliminary recommendations included that all non-essential trucks weighing over three tons be restricted to three specific routes, and designate four corridors as truck routes for safe and easy access to various truck destinations.

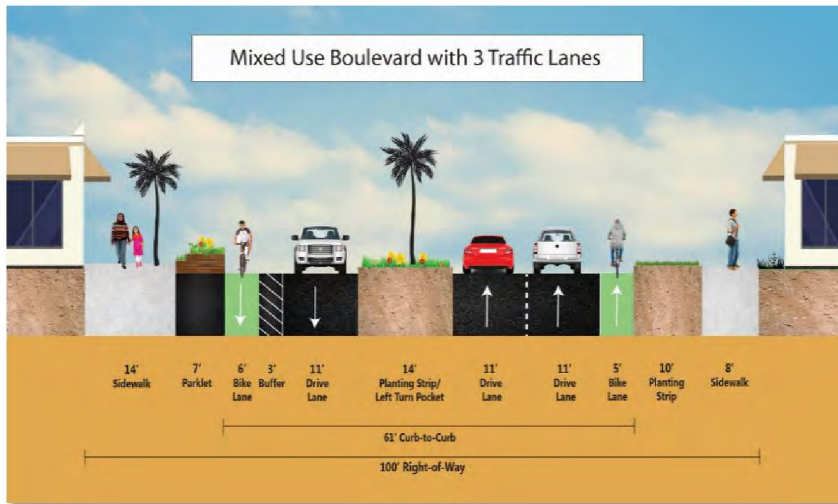
TJKM also recommended future actions including further study of truck-related accidents, intersection geometry related to accident rates and included actions in the City's capital improvement program.

Figure 15: Proposed Truck Routes



SEASIDE 2040 GENERAL PLAN & MOBILITY ELEMENT PLAN, SEASIDE, CA

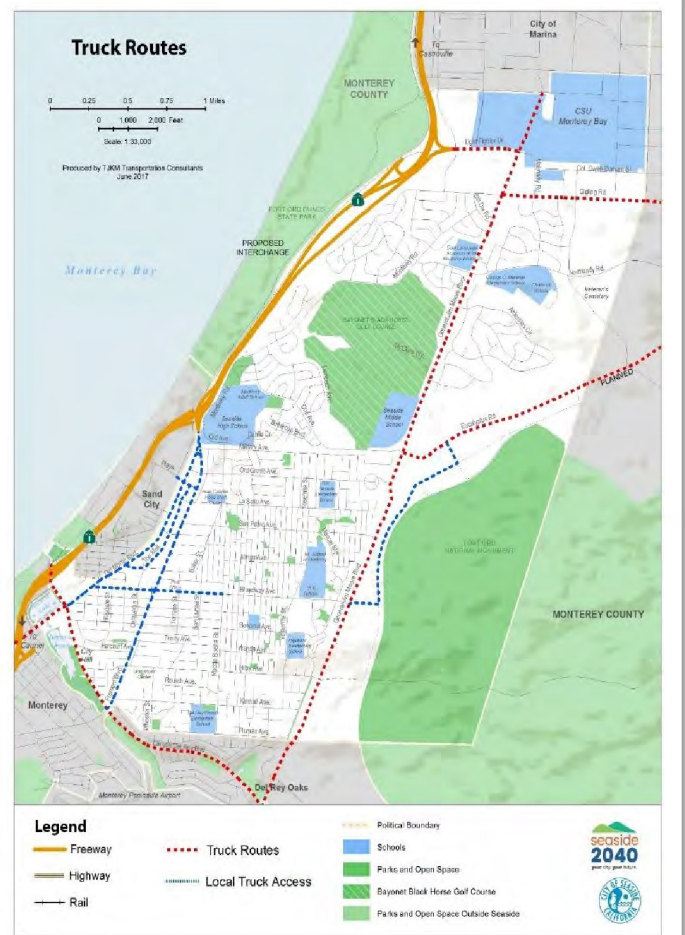
Reference: Kurt Overmeyer | City of Seaside | 440 Harcourt Avenue, Seaside, CA 93955 | (831) 899-6884 | kovermeyer@ci.seaside.ca.us



TJKM was responsible for a comprehensive update to Seaside's Circulation Element incorporating complete streets components, multimodal performance metrics, revisions to citywide bikeway network, identification of pedestrian priority focus areas, and related land use and mobility projects. In addition to updating the Circulation Element, TJKM's tasks included travel demand modeling and preparation of the General Plan environmental impact report transportation analysis.

The Circulation Element update included a greater emphasis on multimodal transportation, including bicycle, motor vehicle, pedestrian, and transit circulation. Key components included recommended changes to street standards, and updated goals and policies for vehicles, transit, bicycle and pedestrian facilities, and freight. Key issues incorporated into the planning effort included:

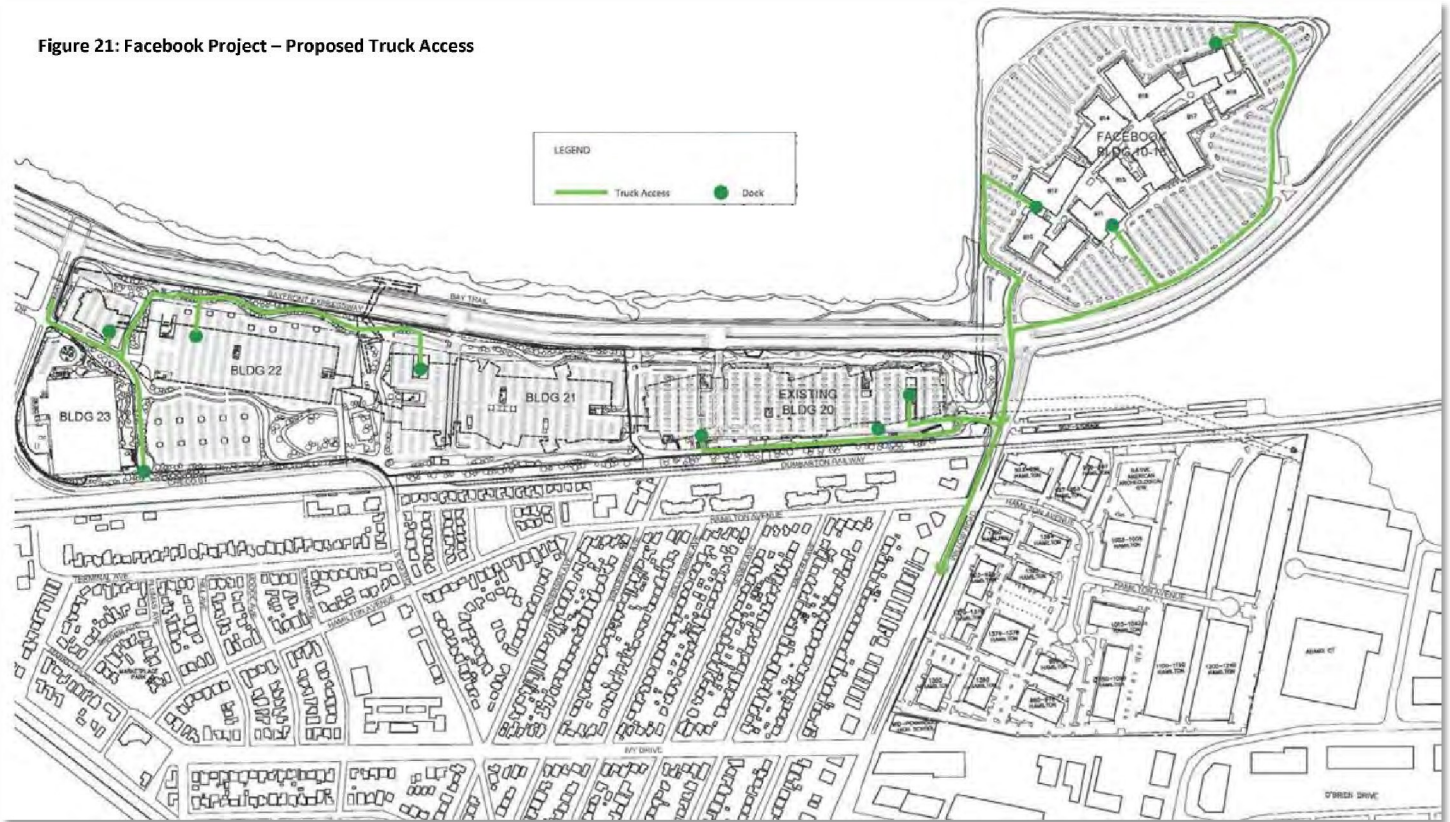
- Complete streets goals, policies, performance measures, and improvements (including potential changes to the City's functional street classifications to account for non-motorized travel)
- Revisions to the City's bikeway network map
- Provision of a pedestrian network map
- Performance measures for assessing the transportation impacts of future development, consistent with Senate Bill (SB) 743



TRAFFIC IMPACT STUDY REPORT: CONNECT MENLO GENERAL PLAN UPDATE & FACEBOOK CAMPUS EXPANSION, MENLO PARK, CA

Reference: Justin Murphy | City of Menlo Park | 701 Laurel Street, Menlo Park, CA 94025 | (650) 330-6725 | jicmvurphy@menlopark.org

Figure 21: Facebook Project – Proposed Truck Access



TJKM developed a focused Menlo Park City Traffic Model (MPM) for the purpose of General Plan Circulation Element Update. The MPM was based on the latest City/County Association of Governments of San Mateo County (C/CAG) Model. The same land use data category, modeling technical assumptions, time of day, and regional origin-destination travel patterns as in the current C/CAG model were maintained in the MPM model to ensure consistency with the regional forecasts. The zonal details in the Menlo Park city area was enhanced by nesting within C/CAG Model refined Traffic Analysis Zones (TAZs) to guarantee interoperability between the new TAZ structure and the regional model TAZs. The network details of local streets in the study area was enhanced based on the latest Metropolitan Transportation Commission Travel Model Two network. The MPM model is suitable for forecasting realistic peak hour traffic volumes, travel speed, and travel time on local roadways and intersections due to future congestion within the City boundary plus sphere of influence. The MPM can also produce vehicle miles traveled information for the entire trip length required by SB 743 guidelines because the trip generation, distribution, and mode choice models were done at the regional scale.

Figure 26: Study Intersections



CITYWIDE TRUCK ROUTE STUDY, CITRUS HEIGHTS, CA

Reference: Stuart Hodgkins | City of Citrus Heights | 6237 Fountain Square Drive, Citrus Heights, CA 95621 | (916) 727-4770 | shodgkins@citrusheights.net



TJKM conducted a Citywide Truck Route Study in an effort to define the existing movements of trucks within the City of Citrus Heights and develop policies to manage truck movements on City roadways. The primary goals and objectives of this study were to:

- Evaluate existing truck routing network utilized in the City of Citrus Heights
- Identify truck routes to limit the impact of trucks in residential sections of the City
- Reduce the overall volume of non-local truck traveling through the City

The City of Citrus Heights is located at a crossroads of north-south freight travel along Interstate 80 (I-80) that passes through the City and is a major freeway that connects Sacramento to Reno, Nevada. Prior to TJKM's study, there were no posted truck routes on any of the major roadways within the City. However, trucks most frequently use Sunrise Boulevard, Greenback Lane, Madison Avenue, Antelope Road, and Auburn Boulevard.

The study was necessitated due to a significant increase in truck traffic on streets within the City's limits. Trucks commonly bypassed traffic stopped on the freeways to avoid the weigh scale located on I-80 in response to recurring congestion as well as to accidents. There were also many trucks that used the City streets to bypass the weigh scale located on I-80, even though the trucks start their trips outside the City and end them beyond City limits.

All major corridors within the limits of Citrus Heights were considered for determining the final truck routes and TJKM conducted an extensive analysis of all potential routes for adequacy and to the extent possible, to avoid congestion and reduce accidents created by trucks in key travel corridors.

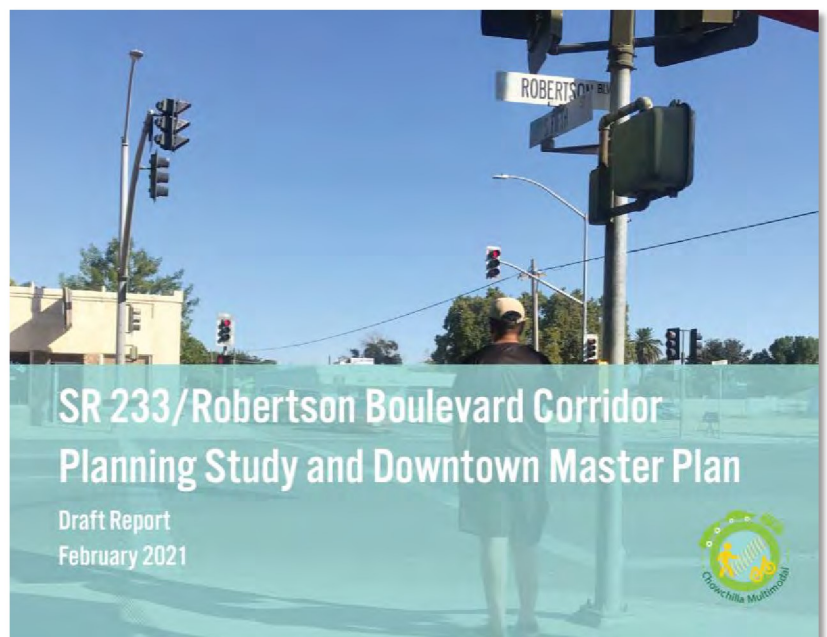
STATE ROUTE 233 MULTIMODAL CORRIDOR PLAN/CHOWCHILLA TRUCK ROUTE STUDY, MADERA COUNTY, CA

Reference: Evelyn Espinosa | Madera County Transportation Commission | 2001 Howard Road, Suite 201, Madera, CA 93637 | (559) 675-0721 x18 | evelyn@maderactc.org



This project was a two-phase Corridor Planning Study/Downtown Master Plan of State Route 233/Robertson Boulevard from State Route 152 to Road 19, with an emphasis on the Downtown Chowchilla area. The project was funded by the SB 1 Sustainable Communities Planning Grant Program. It was undertaken in collaboration with a parallel SB 1 Sustainable Communities Planning Grant awarded to the City of Chowchilla. The scope included a:

- Stakeholder coordination
- Public participation/outreach plan
- Assessment and evaluation of existing conditions
- Truck route study
- Signage study
- Downtown core study/master plan
- Presentation/Report



FEE PROPOSAL



*City of Ukiah Proposal for
Truck Route Study*

FEE PROPOSAL

TJKM truly understands the importance of good project management. We use state-of-the-art technology and software to maintain superior quality control, to control costs, and to maximize the efficiency of resource utilization. Our proposed Project Manager, Mr. Paparaju, will utilize a number of project management tools to ensure budget and schedule compliance.

Timeliness and quality are essential to maintaining good business relationships and a solid reputation. TJKM is committed to preparing high quality deliverables for our clients, while maintaining schedule and budget compliance, and to meeting deadlines that will be associated with this contract.

TJKM has provided our fee proposal below.

Tasks		Labor								ODCs	Total
#	Task Description	Nayan Amin	Sandeep Paparaju	Steven Dauterman	Andrew Dickinson	Aayush Kalantri	Devyani Padubidri	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		PIC & QA/QC	Project Manager	Task Lead	Task Lead	Support Staff					
		\$265	\$210	\$185	\$200	\$135	\$135				
1	Project Management, Administration, & Meetings with City of Ukiah	4	12	4				20	\$4,320		\$4,320
2	Data Collection (Four Weeks)		4	2		8	8	22	\$3,370	\$5,000	\$8,370
3	Stakeholder Engagement Report (Six Weeks)	4	8	3		8	10	33	\$5,725	\$2,000	\$7,725
4	Traffic Analysis Report (Eight Weeks)	1	4	6		8	7	26	\$4,240		\$4,240
5	Safety Assessment Report (Six Weeks)	1	4	2		8	7	22	\$3,500		\$3,500
6	Cost-Benefit Analysis Report (Eight Weeks)	1	4		16			21	\$4,305		\$4,305
7	Route Optimization Recommendations (Eight Weeks)	2	4	2		8	5	21	\$3,495		\$3,495
8	Community Outreach Report (Six Weeks)	1	4	2		8	11	26	\$4,040		\$4,040
9	Comprehensive Deliverables (Four Weeks)	2	4	2	4	8	10	30	\$4,970		\$4,970
	Total	16	48	23	20	56	58	221	\$37,965	\$7,000	\$44,965

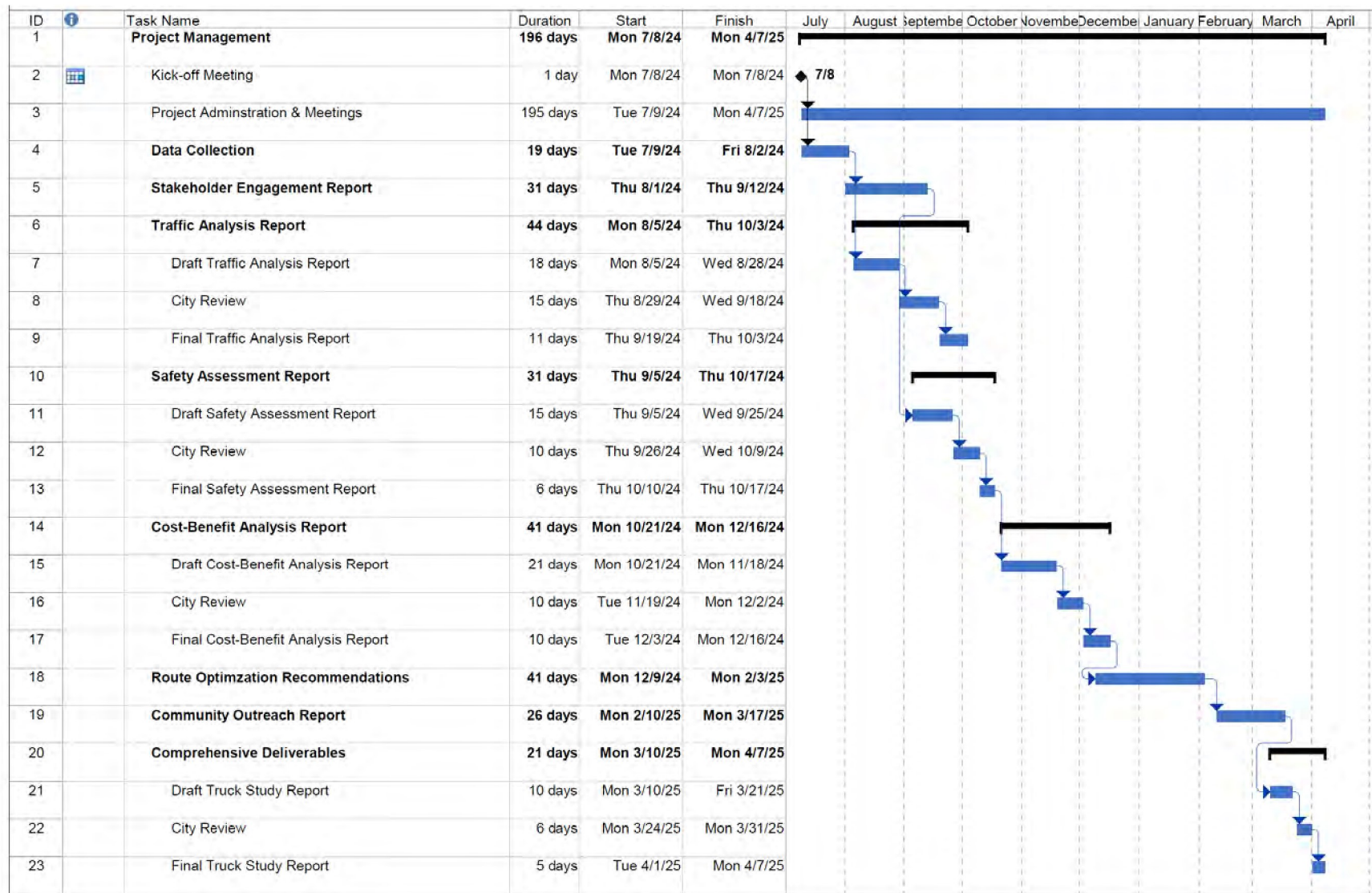
PROPOSED PROJECT SCHEDULE



*City of Ukiah Proposal for
Truck Route Study*

PROPOSED PROJECT SCHEDULE

Our proposed team is an experienced team with specific strengths in each of the areas required to deliver this project on schedule and within budget to the satisfaction of the City of Ukiah. We have developed an individualized approach for each task that, combined with an active project management and team-oriented approach, will ensure the delivery of timely, high-quality services. The personnel listed in our organization chart are available to work on the project for the entire duration of the project and complete this key project on schedule and within budget. TJKM will complete this project in accordance with the schedule shown below.



EXCEPTIONS



EXCEPTIONS

TJKM has reviewed the City's scope of services, insurance requirements, and the Draft Professional Services Agreement and is willing to accept the terms and conditions set forth in the agreement.





CALIFORNIA | FLORIDA | TEXAS

Corporate Office 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588
925.463.0611 | www.TJKM.com



AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Execute a Memorandum of Understanding (MOU) with Ukiah Unified School District to Operate the After School Education and Safety Program for the 24/25 School Year.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess, Community Services Supervisor

PRESENTER: Jake Burgess, Community Services Supervisor

ATTACHMENTS:

1. UUSD-COU School Year 2024-25 Agreement

Summary: The City Council will consider authorizing the City Manager to execute a Memorandum of Understanding between the City of Ukiah and Ukiah Unified School District to partner to operate the After School Education and Safety program for the 24/25 school year.

Background: The global COVID-19 pandemic had a profound impact on school-aged youth in the form of lost instruction and needed support for social and emotional well-being. Federal and state agencies have provided funding to the Ukiah Unified School District (UUSD) to address learning recovery by providing programs to expand instructional learning, after-school programs, and other other activities. UUSD and the City of Ukiah have been working together since 2021 to provide support and access to these vital elements in the form of a partnership to expand the After School Education and Safety Program. The City of Ukiah has been operating Summer Safari Day Camp for over 30 years and has many staff members experienced in providing safe, fun activities in a child care setting. The Recreation Department's experience with recruiting, hiring, training and supervising large numbers of young staff members made them an ideal partner agency to take over the School District's After School Education and Safety (ASES) program. The Recreation team has been contracting with the UUSD to run the program and the parties have agreed to re-negotiate the contract on an annual basis.

Discussion: The After School Education and Safety (ASES) program begins at each school site as soon as school is dismissed for the day and runs until 6:00 p.m. or when the child is picked up. The program provides a bridge between the regular school day and when a child goes home. A regular ASES day consists of homework support, snacks, and both indoor and outdoor activities.

UUSD previously had the capacity to serve approximately 100 children at each of their elementary school sites and there were extensive wait lists for the program. With the partnership with the City, capacity has increased to 200 per school site while providing service to a far greater portion of the youth and families who are in need of access to this program. Staffing support is planned at Frank Zeek, Yokayo, Nokomis, Calpella, and Oak Manor Elementary Schools.

The City will be reimbursed for this staffing support at a rate of \$12,000 per site per week, or a daily rate of \$2,400 for partial weeks, which is sufficient to adequately offset the City's costs for staffing, supplies, equipment, and administration.

The ASES program partnership is in addition to regular recreation programming and events scheduled during the school year, including: recreation classes, youth sports, adult sports, PumpkinFest, Ukiah On Ice, Haunted House, and other activities.

The details of this arrangement are laid out in Attachment 1.

Recommended Action: Authorize the City Manager to execute a Memorandum of Understanding between the City of Ukiah and Ukiah Unified School District to operate the After School Education and Safety Program for the 2024/ 2025 school year.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 2324 - 093

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI):

Goal 2 – Eliminate internal and external barriers to Diversity, Equity, and Inclusion within the systems of our organization. **Goal 4** – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs. **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF UKIAH AND UKIAH UNIFIED SCHOOL DISTRICT**

AFTER SCHOOL EDUCATION & SAFETY PROGRAM STAFFING

This Memorandum of Understanding (“MOU” or “Agreement”), is made by and between the Ukiah Unified School District, a public local educational agency (“LEA”), hereinafter referred to as “District,” and the City of Ukiah (“City”), a public entity.

RECITALS:

1. In response to the COVID-19 pandemic’s deleterious effects on school age youth in the form of lost instruction and needed supports for social and emotional well-being, among other needs, federal and state agencies have provided one-time funding to LEAs, including the District, to address learning recovery by providing programs to expand instructional learning, provide after school programs, or conduct other activities in accord with the respective funding rules.
2. The District will receive a grant from the California Department of Education for Expanded Learning Opportunities in accord with Education Code section 45320 *et seq.* As a condition of that grant, the District must offer at least nine hours of combined instruction and in-person before or afterschool learning opportunities each school day and for at least 30 non-school days during intersession periods. The District must offer these expanded learning programs to all unduplicated pupils and provide services to at least 50 percent of unduplicated pupils in transitional kindergarten, kindergarten, and grades 1-6 in the 2024-2025 school year.
3. The District and City intend to partner to provide Expanded Learning Opportunities to student participants (“Participants”) in the District’s current After School Education & Safety (“ASES”) Program at Calpella Elementary, Frank Zeek Elementary, Nokomis Elementary, Oak Manor Elementary, and Yokayo Elementary (“Elementary Schools”).

AGREEMENT:

1. **Description of Program.** The ASES Programs at the Elementary Schools begin at the end of each school sites’ school dismissal time and run until 6:00 p.m. Monday through Friday. Start times for the ASES Programs vary by site and by day based on the Elementary Schools’ bell schedules, attached as **Exhibit A**. The purpose of the Expanded Learning Opportunities Program is to extend teaching and learning beyond the school day and beyond the classroom doors and walls. Students participate in a balance of individual activities, small and large group activities, indoor and outdoor activities, and quiet as well as active play.
2. **Description of Partnership.** Each District ASES Program used to serve approximately one hundred (100) students. The partnership with the City has allowed the District to serve two hundred (200) students or more at each site, and this will continue during the 2024-2025 school year. In order to effectuate this increase, the City agrees to provide

City employees to staff the ASES Programs at the Elementary Schools. Combined ASES and City staff will operate academic and recreational stations during the afterschool programs' hours. At the District's request, the City will attempt to add additional staff as necessary to ensure there are no students on waiting lists.

3. **Term.** The term of this Agreement shall be from August 19, 2024, to June 5, 2025 (180 days of operation).
4. **District Obligations/Fees.** In exchange for City staffing of ASES Programs at Elementary Schools, the District will pay the City \$12,000.00 per week, per site. The weekly amount will be prorated to a daily rate of \$2,400.00 per day for any partial weeks. The maximum amount that could be paid to City under this Agreement is \$2,160,000.00. The District will provide a meal ("supper") to all Participants.
5. **City Obligations.** The City will provide staffing in appropriate ratio to the number of Participants during each day's operation at each Elementary School site to supervise Participants during academic support and/or recreation. District and City staff will work together to determine final staffing needs at each Elementary School site. City staff, while on the campuses of the Elementary Schools, will work with and under the direction of District staff. City staff will be available to work from school dismissal to 6:00 p.m., unless released early by District staff.
6. **After School Sports Program (Exhibit B).** The City and the District will offer a sports program to the students participating in the ASES Programs at each site, as outlined in Exhibit B. If UUSD can provide transportation, the teams from each school will have the opportunity to compete against each other.
7. **Fingerprinting.** The District has determined that Education Code section 45125.1(d) applies to City staff working in the ASES Programs under this Agreement. Section 45125.1 requires that employees of entities providing specific schoolsite services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the District determines that the entity and the entity's employees will have limited contact with pupils. In making this determination, the District considered the totality of the circumstances, including factors such as the length of time the City and the City's employees will be on school grounds, whether pupils will be in proximity with the site where the City's employees will be working, and whether the City's employees will be alone or with others. The District further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph. The City expressly acknowledges that: (1) The City and all of the City's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) The City shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) The City shall certify in writing to the Governing Board of the District that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) The City shall provide to the Governing Board of the District a list of names of its employees who may come in contact with students. The

City is required to fulfill these requirements at its own expense. The City must notify the District within two (2) business days of a subsequent arrest notification from the DOJ of any City employees who were working or had worked at an Elementary School pursuant to this Agreement. If the City receives notice from any entity that a minor employed by the City and working in an ASES Program has been arrested for any reason, the City must notify the District within two (2) business days of receipt of notice. If an employee is disqualified from working at the District pursuant to the requirements of the California Education Code, the City agrees to provide a replacement employee within fifteen (15) days of receiving notification that the previous employee has been disqualified. All City employees working at District Elementary Schools must be fingerprinted by September 1, 2024.

8. **Health Guidelines:** The City and City employees will follow all relevant orders, requirements and guidelines from the California Department of Public Health (CDPH), the Division of Occupational Safety and Health (Cal/OSHA), and the Mendocino County Public Health Department, if any are issued during the term of this agreement
9. **Confidential Records and Data.** Each Party shall not disclose confidential records received from the other party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code § 49060, *et seq.*
10. **Payment.** The City will invoice the District for services provided under this Agreement. The District will pay the invoice within thirty (30) days of receipt of properly submitted invoices.
11. **Insurance.** The insurance provisions in the Agreement for Joint Use of Facilities between the District and the City, dated October 30, 2014, shall apply to this Agreement.
12. **Indemnification.** The City shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with the City’s performance this Agreement or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for City or its agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts. The City shall be liable to District for any loss or damage to District property arising from or in connection with the City’s performance hereunder.
13. **Termination.** Failure to comply with any provision of this Agreement within a period of ten (10) days following receipt of a written notice of noncompliance from either party shall constitute a material breach of the Agreement and furnish grounds for termination of this Agreement.

14. **General Provisions.**

- A. Independent Contractor. City shall be acting as an independent contractor in carrying out its duties under this Agreement. Neither party is to be considered an agent or employee of other, nor are employees of one agency entitled to participate in any pension plan, insurance, bonus, or similar benefits the party provides to its employees.
- B. Non-Discrimination. Neither the District nor the City, nor their respective employees, shall discriminate on the basis of race, religion, color, ancestry, sex, gender identity, sexual orientation, disability, national origin, or any other prohibited grounds against any person seeking employment or services.
- C. Notices. Except as otherwise expressly provided herein, any written notice required by this Agreement shall be deemed given and received when personally served or 48 hours after being placed in the United States mail, with proper first-class postage prepaid, and addressed as follows:

For District:

Attention: Steve Barekman, Chief Business Official
Ukiah Unified School District
511 S. Orchard Ave
Ukiah, CA 95482

For City:

Attention: Sage Sangiacomo, City Manager
City of Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482.

Any party hereto may give notice of an address change under the provisions of this paragraph and thereafter all notices shall be given to that address.

- D. Paragraph Headings. Paragraph headings are included for the convenience of the parties and are not intended to define or limit the scope of this Agreement.
- E. Duplicate Originals. This Agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of this Agreement.
- F. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Mendocino County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

- G. Attorneys' Fees. In any legal action to enforce any of the terms of this Agreement, each party shall bear its own attorney's fees and costs, and neither party shall be liable for any such fees and costs incurred by the other party.
- H. Assignment. This Agreement is made by and between the District and the City, and any attempted assignment by them, their successors, or assigns, shall be void unless approved in writing by the Parties.
- I. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- J. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

This Agreement is effective upon the date that both parties have executed this Agreement.

City of Ukiah

Ukiah Unified School District

Sage Sangiacomo, City Manager

Steven T Barekman
Steve Barekman, Chief Business Official

Date: _____

Date: August 9, 2024

EXHIBIT A

Ukiah Unified School District Bell Schedules 2024-25					
School	Start Time	M, Tu, Th & F Dismissal Time	Wednesday Dismissal Time	Minimum Days Dismissal	Minimum Days
Calpella 472-5630	8:00 am	2:25 pm	12:55 pm	12:55 pm 12:00 pm	(Parent/Teacher Conferences) Nov. 15,18,19,21,22 (Last 2 days of school) June 4,5
Eagle Peak 472-5250	8:05 am	2:45 pm	1:15 pm	12:05 pm	(Parent/Teacher Conferences) Nov. 15,18,19,21,22 (Mid terms, 6th-8 th gr. only) December 18,19,20 (Finals, 6 th -8 th gr. only) June 3,4,5 (Last day of school) June 5
Frank Zeek 472-5100	8:00 am	2:19 pm	1:18 pm	12:04 pm 12:01 pm	(Parent/Teacher Conferences) Nov. 15,18,19,21,22 (Last day of school) June 5
Grace Hudson 472-5460	8:00 am	2:30 pm	1:07 pm	12:52 pm 12:31 pm	(Parent/Teacher Conferences) Nov. 15,18,19,21,22 (Last day of school) June 5
Nokomis 472-5550	8:00 am	2:23 pm	12:56 pm	12:48 pm 12:47 pm	(Parent/Teacher Conferences) Nov. 15,18,19,21,22 (Last day of school) June 5
Oak Manor 472-5180	8:00 am	2:30 pm	12:38 pm	1:13 pm 1:08 pm	(Parent/Teacher Conferences) Nov. 15,18,19,21,22 (Last day of school) June 5
Pomolita 472-5350	8:30 am	3:30 pm	1:55 pm	12:45 pm	(Mid terms) December 18,19,20 (Finals) June 3,4,5 (Last day of school) June 5
So. Valley 472-5150	9:00 am	2:39 pm	1:57 pm	N/A	N/A
Ukiah High 472-5750	8:30 am	3:45 pm	2:25 pm	12:25 pm	(Fall Finals) Dec. 17,18,19,20 (Spring Finals) June 2,3,4,5 (Last day of school) June 5
Yokayo 472-5690	8:00 am	2:16 pm	1:25 pm	12:40 pm 12:25 pm	(Parent/Teacher Conferences) Nov. 15,18,19,21,22 (Last day of school) June 5
Community Transition Program 468-3340	8:00 am	2:30 pm	1:15 pm	N/A	N/A
Calpella Preschool AM 485-7372	8:00 am	11:00 am	11:00 am	N/A	N/A
Calpella Preschool PM 485-7372	11:30 pm	2:30 pm	2:30 pm	N/A	N/A
PreSchool Village AM 468-3300	8:30 am	11:30 am	11:30 am	N/A	N/A
PreSchool Village PM 468-3300	12:00 pm	3:00 pm	3:00 pm	N/A	N/A
Small Wonders Preschool AM 462-5437	8:30 am	11:30 am	11:30 am	N/A	N/A
Small Wonders Preschool PM 462-5437	12:30 pm	3:30 pm	3:30 pm	N/A	N/A
YokNok Preschool AM 462-5437	8:00 am	11:00 am	11:00 am	N/A	N/A
YokNok Preschool PM 462-5437	11:45 pm	2:45 pm	2:45 pm	N/A	N/A

EXHIBIT B

AFTER SCHOOL SPORTS PROGRAM

The City of Ukiah will run three sports seasons throughout the course of the 2024-2025 school year. Sports programs will be held at Frank Zeek, Grace Hudson, Nokomis, Oak Manor, Yokayo, Eagle Peak and Pomolita students in grades 5 and 6.

5th Grade Teams: Frank Zeek, Grace Hudson, Nokomis, Oak Manor, Yokayo, Eagle Peak
6th Grade Teams: Oak Manor, Eagle Peak, Pomolita (2 teams due so school size)

We will host three sports this season, Basketball (September-November), Flag Football (December-March), and Soccer (March-May).

Each sports season will consist of one week of try-outs, four weeks of practices (4-5 times per week, 1-1.5 hours per practice), three weeks of games, and a two-week tournament. Games and rules would be modified to allow schools to field a Boys and a Girls team, each with 15-20 participants. Participants would be selected based upon try-out performance, being in good school academic standing, and meeting school behavior requirements. New try-outs will be held for each sport. An additional signed contract between the school, the City of Ukiah, the student, and student's parents/guardians will be implemented.

Game locations will vary depending on the sport and the season. UUSD will provide transportation for the program. We aim to move no more than 2 schools per afternoon for games unless an agreement is reached between the City of Ukiah and the Ukiah Unified School District Transportation Department. For outdoor field sports, each school should have ample space to host home games. For Basketball, gym space will be utilized at the Alex Rorabaugh Recreation Center in the Beckstoffer Gymnasium (Grace Hudson), Eagle Peak, Pomolita, and Yokayo. The plan is to use these facilities outside of the middle school, high school, rec league, and CYO basketball seasons. Other facilities to be utilized would include the Ukiah High School fields and the City of Ukiah Sports Complex (softball fields).

Program staff will be recruited through our existing sports program staff, consisting of Ukiah High School and Mendocino College current and former athletes. We will also recruit current school-based staff which includes both City of Ukiah and Ukiah Unified Employees (similar to how a science teacher can coach basketball in their spare time).

SPORTS SEASONS

Season 1 – Basketball: September 3, 2024 – November 22, 2024

Season 2 – Flag Football: December 9, 2024 – March 7, 2025

Season 3 – Soccer: March 10, 2025 – May 30, 2025

Staffing

The program will be overseen by the City of Ukiah Sports Coordinator.

Head Coach – Each site will have one Head Coach. They will be responsible for coming up with practice and game plans.

Assistant Coach – Each site will have one Assistant Coach. Provide support to Head Coach, acts as secondary coach for scrimmages in practice. Available to fill in as Head Coach.

Gym Supervisor – Only needed during tournaments. Responsible for set-up and breakdown of gyms. Manages two referees.

Referees – two per game. Knowledge of the game they are officiating. In Rec/Youth Sports they act more as an instructor or coach, giving players guidance in addition to enforcing rules of the game.

Program Cost

Cost per sport per season (including staff and supplies): \$52,500.00

Total cost (3 sports): \$157,500.00

The City of Ukiah will invoice UUSD at the end of each season run for \$52,500.00.



ASES SPORTS LEAGUE

STUDENT ATHLETE AGREEMENT

I (students name) _____ understand and agree to the following terms for the (Flag Football \ Basketball \ Soccer) Season:

1. As a student athlete I am a representative of my school and community. I will uphold school rules and values during the school day, during ASES, and while visiting other schools for games.
2. As a student athlete I understand my responsibilities as a "student" will always come first. I will remain in good academic standing and will complete homework and classwork as assigned.
3. As a student athlete I understand that positive behavior during school and during ASES is expected to be able to participate on the team.
 - a. I will not receive any discipline referrals or school suspensions.
 - b. I will treat all school staff and my peers with kindness and respect.
4. As a member of this team I understand I have a responsibility to my teammates, my coaches, and myself to attend practices and games. I understand that any day that I am not present during the school day I will not be allowed to practice or play in any games on that day.
5. I will display good sportsmanship and show respect to my teammates, coaches, and game officials.
6. As an athlete I understand equipment and facilities make playing sports possible. I promise to respect and take care of all equipment and facilities used.

I understand that failure to follow the terms listed above may result in a removal or suspension from the program. I also understand that my school administration and coaches may implement other sports program rules and regulations.

Student Signature

Parent/Guardian Signature

Classroom Teacher Signature

Principal Signature



The City of Ukiah in partnership with the Ukiah Unified School District Coaching Positions Available:



The City of Ukiah, in partnership with the Ukiah Unified School District, is excited to present a brand new local Elementary School Sports League. The League will be open to students in 5th & 6th grade and attend the ASES program at Eagle Peak, Frank Zeek, Grace Hudson, Nokomis, Oak Manor, Pomolita, or Yokayo.

Sports Seasons:

Basketball (September-November)

Flag Football (December-March)

Soccer (March-May)

League games and practices will take place during ASES Program hours. ASES Program runs daily from the time school gets out until 6PM.

League games and practices will take place during ASES program hours. ASES program runs daily from the time school gets out until 6PM.

Each school will host two teams, a Boys' team and a Girls' team. Season schedule will run as follows:

- Opening Week – Students will be given the opportunity to learn the sport and “try out” for the team. Space available will vary depending on the sport. Sport rules will be modified to allow a maximum number of participants per team.
- Practices – Each team will be given three weeks to practice onsite and prepare for games.
- Games – Three weeks will be spent playing a round-robin schedule in which each school will play all other schools once. On school days with no games, teams will still have the opportunity to practice.
- Tournament – A single-elimination tournament will be held over the course of one week. One Boys' team and one Girls' team will be champion per sport.



Coaching Positions

Job Description:



OPEN POSITIONS:

Elementary Head Coach: Flag Football, Basketball, Volleyball, & Soccer

One position available per school, per sport

Elementary Assistant Coach: Flag Football, Basketball, Volleyball, & Soccer

One position available per school, per sport

Salary:

Elementary Head Coach: \$24 per hour, PTE

Elementary Assistant Coach: \$20 per hour, PTE

Definition:

Under supervision of the City of Ukiah's Senior Sports Coordinator, the Elementary Head Coach and Elementary Assistant Coach will provide athletic instruction that is relevant and age-appropriate at the assigned school location. These are temporary/seasonal, non-benefitted positions.

Examples of Duties:

- Designing and implementing sporting strategies.
- Scheduling and running team practice sessions.
- Maintaining sports equipment.
- Ensuring all team members get equal playing time.
- Emphasizing skill development including safety, fair play, and sportsmanship.
- Setting realistic and age-appropriate expectations for team members.
- Ensuring the safety of the team during practice sessions and games.
- Working closely with school administration to ensure team philosophies align with school philosophies.
- Working closely with school administration to ensure student athletes remain academically and behaviorally eligible.

Qualifications:

- Elementary Head Coach must be 21 years of age or older; Elementary Assistant Coach must be 18 years of age or older.
- Background and strong knowledge of the assigned sport. Ability to pass a DOJ/FBI background check.
- First Aid and CPR certified (or ability to certify within first 6 months of employment).
- Good communication and interpersonal skills.



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Ordinance Amending the Ukiah City Code to Address Regulatory Loopholes in the Prohibition of Outdoor Burning.

DEPARTMENT: Fire

PREPARED BY: Justin Buckingham, Battalion Chief

PRESENTER: Justin Buckingham, Battalion Chief UVFA

ATTACHMENTS:

1. Ordinance Amending Fire Code Redline
2. Ordinance Amending Fire Code Clean

Summary: Council will consider adopting an ordinance amending Sections 5502 and 5503 of the Ukiah City Code to close the regulatory loophole in the City's prohibition of outdoor burning. This amendment to the Ukiah City Code closes a regulatory loophole that currently precludes the Fire Authority and the Ukiah Police Department from citing people who build campfires on property other than their own without the owner's permission. This amendment will address this dangerous practice.

On August 7, 2024, the City Council unanimously approved the introduction of the Ordinance included as Attachment 2. Council will now consider adopting the ordinance.

Background: The Ukiah Valley Fire Authority (UVFA) responds to a disproportionate number of fires related to cooking or recreation within the city limits and the unincorporated areas surrounding the city. While these fires may seem innocuous, they can prove very disastrous. The Highway fire in 2021, which started just north of the softball fields, resulted from an unattended cooking fire. This fire caused the evacuation of the East Hills and burned almost to Redemeyer Road. Outside the city limits, building campfires on property without the owner's permission is prohibited by the Public Resource Code and on large parcels by the Penal Code. This allows the authorities to cite or arrest people who violate this prohibition. The Public Resource Code prohibition does not apply within incorporated cities, and there are few large tracts of land within the city to which the section of the Penal Code applies. The current Ukiah City Code specifically exempts cooking and recreational fires from the ban on outdoor fires within the city limit, regardless of property ownership or permission. This leaves the UVFA disadvantaged within the city in addressing these fires.

Discussion: Council introduced the ordinance at their August 7, 2024, meeting. Staff now recommends adopting the Ordinance (Attachment 1 redlined, Attachment 2 clean) amending Sections 5502 and 5503 of the Ukiah City Code to close the regulatory loophole in the City's prohibition of outdoor burning, so that both the UVFA and the Ukiah Police Department can begin to address the issues created by these fires within the city.

Recommended Action: Adopt ordinance amending Sections 5502 and 5503 of the Ukiah City Code to close the regulatory loophole in the City's prohibition of outdoor burning.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Douglas Hutchison, Fire Chief, David Rapport, Esq., City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): 10a – Protect from dangerous emission by preventing fires.

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved:


Sage Sangiacomo, City Manager

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTIONS 5502 AND 5503.A IN CHAPTER 6 OF DIVISION 6 OF THE UKIAH CITY CODE, REPLACING CALIFORNIA FIRE CODE SECTION 1102.3 WITH LOCALLY ADOPTED RULES GOVERNING OUTDOOR BURNING.

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

SECTION ONE. FINDINGS

1. Ukiah City Code Section 5501 prohibits outdoor burning in the City, except as specifically allowed by Section 5503.
2. Among the exceptions in Section 5503 to this prohibition, Subsection A lists: "fires used only for cooking of food for human beings or for recreational purposes."
3. No provision of the Ukiah City Code specifically prohibits constructing a fire to cook food on private property without the permission of the property owner or other person in lawful possession of the property.
4. The only state laws specifically addressing the construction of fires on private property without the permission of the owner either expressly do not apply in cities (Public Resources Code section 4415 making the prohibition in PRC §4421 on constructing a fire on private property without the owner's permission inapplicable in cities) **or** only apply to large tracts of land posted with no trespassing signs (Penal Code Section 602(J)).
5. Amendment of Ukiah City Code Section 5502, which sets forth the definitions for outdoor burning regulations, and 5503.A is necessary to fill this regulatory gap to more effectively restrict outdoor burning and reduce the risk of uncontrolled fires in the City.

SECTION TWO.

Ukiah City Code Section 5502 is hereby amended to read as follows:

§5502 DEFINITIONS

A. "Open Outdoor Fire" as used in this Chapter, means the outdoor combustion of any type of combustible material in other than an approved incinerator. "Open Outdoor Fire" does not include portable lanterns designed to emit light resulting from a combustion process.

B. "Approved Incinerator" as used in this Chapter means a device which when used to consume material by combustion will completely enclose said material and control combustion so that the smoke and gases given off conform to the standards for emissions as set by the State of California Air Resources Board.

C. "Campfire" as used in this Chapter means a fire which is used for cooking, personal warmth, lighting, ceremonial, or aesthetic purposes, including fires contained within outdoor fireplaces and enclosed stoves with flues or chimneys, stoves using jellied, liquid, solid, or

gaseous fuels, portable barbecue pits and braziers, or space heating devices which are used outside any structure, mobile home, or living accommodation mounted on a motor vehicle.

SECTION THREE.

Ukiah City Code Section 5503 is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§5503 EXCEPTIONS

The following fires are excepted from the provisions of this Chapter:

A. Campfires, provided, however, that a person shall not set fire or cause fire to be set for any purpose on land in which the person does not have a right of possession as an owner or lessee, including both public and privately- owned land, without the prior permission of the owner, lessee, or the lawfully designated agent of the owner or lessee. The burden of proof is on the person setting the fire to establish the application of this exception.~~Fires- used only for cooking of food for human beings or for recreational purposes.~~

* * *

SECTION FOUR.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.
3. Severability: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.
4. CEQA Exemption: The introduction and adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act pursuant to Section 1506(b)(3) of the CEQA Guidelines as a project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Introduced by title only on _____, 2024, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Adopted on _____ 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTIONS 5502 AND 5503.A IN CHAPTER 6 OF DIVISION 6 OF THE UKIAH CITY CODE, REPLACING CALIFORNIA FIRE CODE SECTION 1102.3 WITH LOCALLY ADOPTED RULES GOVERNING OUTDOOR BURNING.

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3. No provision of the Ukiah City Code specifically prohibits constructing a fire to cook food on private property without the permission of the property owner or other person in lawful possession of the property.
4. The only state laws specifically addressing the construction of fires on private property without the permission of the owner either expressly do not apply in cities (Public Resources Code section 4415 making the prohibition in PRC §4421 on constructing a fire on private property without the owner's permission inapplicable in cities) **or** only apply to large tracts of land posted with no trespassing signs (Penal Code Section 602(J)).
5. Amendment of Ukiah City Code Section 5502, which sets forth the definitions for outdoor burning regulations, and 5503.A is necessary to fill this regulatory gap to more effectively restrict outdoor burning and reduce the risk of uncontrolled fires in the City.

SECTION TWO.

Ukiah City Code Section 5502 is hereby amended to read as follows:

§5502 DEFINITIONS

- A. "Open Outdoor Fire" as used in this Chapter, means the outdoor combustion of any type of combustible material in other than an approved incinerator. "Open Outdoor Fire" does not include portable lanterns designed to emit light resulting from a combustion process.
- B. "Approved Incinerator" as used in this Chapter means a device which when used to consume material by combustion will completely enclose said material and control combustion so that the smoke and gases given off conform to the standards for emissions as set by the State of California Air Resources Board.
- C. "Campfire" as used in this Chapter means a fire which is used for cooking, personal warmth, lighting, ceremonial, or aesthetic purposes, including fires contained within outdoor fireplaces and enclosed stoves with flues or chimneys, stoves using jellied, liquid, solid, or

gaseous fuels, portable barbecue pits and braziers, or space heating devices which are used outside any structure, mobile home, or living accommodation mounted on a motor vehicle.

SECTION THREE.

Ukiah City Code Section 5503 is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *”):

§5503 EXCEPTIONS

The following fires are excepted from the provisions of this Chapter:

A. Campfires, provided, however, that a person shall not set fire or cause fire to be set for any purpose on land in which the person does not have a right of possession as an owner or lessee, including both public and privately- owned land, without the prior permission of the owner, lessee, or the lawfully designated agent of the owner or lessee. The burden of proof is on the person setting the fire to establish the application of this exception.

* * *

SECTION FOUR.

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

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

3. Severability: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

4. CEQA Exemption: The introduction and adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act pursuant to Section 1506(b)(3) of the CEQA Guidelines as a project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Introduced by title only on _____, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:
ABSTAIN:

Adopted on _____ 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction of an Ordinance, by Title Only, Amending Various Sections of the Ukiah City Code to Update the City's Approval Process for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

DEPARTMENT: Community Development

PREPARED BY: Jesse Davis, Chief Planning Manager, Craig Schlatter, Community Development Director

PRESENTER: Jesse Davis, Chief Planning Manager

ATTACHMENTS:

1. Existing Regulations – Article 3 (Low Density Residential) - ADU-JADU
2. Proposed Regulations - Article 5.3 (Accessory Dwelling Units)
3. Proposed Regulations – Article 5.4 (Junior Accessory Dwelling Units)
4. Proposed Draft Ordinance (Accessory Dwelling Units & Junior Accessory Dwelling Units)

Summary: Council will conduct a public hearing and consider introduction of an ordinance, by title only, amending various sections of Ukiah City Code to update the City's regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

Background: A number of long-established neighborhoods in Ukiah feature more traditional development patterns that include accessory units in a variety of attached and detached formats. The City's approach to regulating these units, however, has varied over time. Over the past decade, legislative efforts at the State level related to housing, and in particular Accessory Dwelling Units (ADUs), have continued to reduce local control and impose regulatory schemes that conflict with the ability of local jurisdictions to implement discretionary review, including public participation and hearing(s) for new construction or conversion of existing buildings for accessory residential uses.

Aligning with the State, the City's regulations were amended in 2017 to implement AB 2299, SB 1069, and AB 2406 per Ordinance No. 1181. In 2020, the City's ADU regulations were again amended to address new requirements conceived by AB 68, AB 881, SB 13, AB 670, and AB 587 per Ordinance No. 1216. The City's regulations for ADUs are currently contained within – Article 3 - Low Density Residential Districts (Attachment 1) of Ukiah City Code.

In the present context, ADU laws are complex for local jurisdictions to implement on a regular basis. Each time State Law is updated, the City's local Ordinance is rendered null and void, and in the interim, the City must continue to process submitted ADU and JADU permit applications through a non-discretionary process in accordance with California Government Code. For this reason, Staff has relied heavily on State resources, such as the 2022 California Department of Housing and Community Development Accessory Dwelling Unit Handbook and other State resources and interpretations, to help guide and inform residents regarding ADU allowances.

Discussion: In summary, the purpose of updating the City's previously adopted Accessory Dwelling Units (ADU) standards is to:

- Establish standalone articles for the regulation of ADUs and JADUs to improve the readability of the City's regulations;
- Clarify ADU development standards to allow for detached ADUs of up to 20' in height, and ADUs attached to the primary dwelling unit or garage to be allowed at the maximum height of their zoning district, limited by any airport safety restrictions.
- Update the City's local ordinance to address recent changes in the California Government Code, including AB 976, AB 2221, SB 477 by adding or removing regulatory language as required.
- Provide for effective planning regulations to review and enhance the production of accessory units in all formats and locations throughout the City, recognizing that a substantial percentage of the Accessory Dwelling Units constructed in Ukiah since 2017 were conversions of existing space or modifications to existing structures.

To ensure the City's ADU regulations comply with State law, most of the proposed amendments have been directly sourced from the Government Code and thus are not open to alteration by the City Council. While not significant from a regulatory perspective, the extraction of the ADU and JADU regulations from the Low Density Residential (R-1) zoning district will improve clarity and usability of the existing regulations. As indicated in Attachment 1, the current placement of ADU regulations hinders readability and can be confusing for those proposing ADUs outside the R-1 District. Additionally, references to 'Second Units' have been removed from zoning districts where this terminology was still in use. Although cities and counties are required to permit ADUs and JADUs, they are not obligated to adopt specific ADU and JADU ordinances. However, any city that does adopt an ADU ordinance must submit it to HCD within 60 days. Therefore, HCD may still require subsequent changes of an adopted ordinance to ensure conformance with State law. The City's proposed ADU (Attachment 2) & JADU (Attachment 3) are responsive to the recent changes in State Law. If approved, City Staff would convey the City's proposed ordinance (Attachment 4) to HCD for review.

Below Staff outlines some of the more significant changes to the City's ADU regulations in response to both State regulations, as well as local context:

Height: According to the City's current regulations, detached ADUs are limited to a maximum height of 18 feet, and attached ADUs to a maximum height of 30 feet, both of which surpass the allowances of California Government Code. In contrast to these residential restrictions, Ukiah City Code permits non-residential accessory structures to reach a height of 20 feet in most residential zoning districts and 30 feet in some higher density and commercial zoning districts.

To ensure consistency with the City's existing regulations and to facilitate new construction, staff proposes that detached ADUs be allowed at a height of 20 feet, similar to non-residential accessory structures. ADUs attached to the primary structure or a detached garage would be permitted to reach the maximum height allowed for the zoning district in which they are located. This change aligns and streamlines the City code and recognizes that detached garages present a unique opportunity to construct additional residential units still within the allowances of the zoning district.

Driveways: Under the City's existing regulations, driveways accessing ADUs must be set back a minimum of five feet from any structure on an adjoining lot that has a bedroom adjacent to the proposed driveway. The minimum width of a driveway serving an ADU is 12 feet unless the City Fire Marshal determines that adequate fire protection can be provided with a narrower driveway. For clarity, staff recommends that the Fire Prevention and Building Inspection Divisions review these considerations on a permit-by-permit basis, as they would for any proposed single-family residential unit.

Architecture: Ukiah's current regulations require that accessory dwelling units incorporate the same or substantially similar architectural features, height, building materials, and colors as the main dwelling unit or compatible dwellings on adjacent properties. Architecture that differs from the principal dwelling or buildings on adjacent properties is subject to the use permit process. However, the existing regulations do not establish

objective measures for appearance or architectural design for ADUs, nor do they provide a way for applicants to demonstrate that a proposed ADU will reasonably match buildings on adjacent properties, especially when they differ from the primary unit of the subject property.

Given how HCD has evaluated similar ADU regulations in other jurisdictions, staff recommends removing this existing requirement regarding architectural standards. While some jurisdictions have included architectural requirements for ADUs, they are typically in relation to the objective guidelines of a specific historic district, or design principles particular to that community. This format is not a recommended approach for Ukiah, at this time, given the variety of styles across residential neighborhoods and site-specific considerations associated with the City's built environment.

Recommended Action: Introduce, by title only, an ordinance amending various sections of the Ukiah City Code to update the City's approval process for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) to enhance and clarify development standards and conform City regulations with California Government Code, including AB 976, AB 2221, and SB 477.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Darcy Vaughn, Assistant City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): CL 5A: Update the zoning ordinance

GENERAL PLAN ELEMENTS (GP): H-3: Remove governmental constraints to infill housing development; H-3.1: Improve building and planning permit processing for residential construction; LU-1: H-3.1: Improve building and planning permit processing for residential construction.

Approved:


Sage Sangiacomo, City Manager

ARTICLE 3. REGULATIONS IN LOW DENSITY RESIDENTIAL (R-1) DISTRICTS¹

SECTION:

§9015 Purpose And Intent**§9016 Allowed Uses****§9017 Permitted Uses****§9018 Building Height Limits****§9019 Required Site Area****§9020 Required Yard Setbacks****§9021 Required Parking****§9022 Additional Requirements****§9023 Determination Of Appropriate Use****§9015 PURPOSE AND INTENT**

The purpose of the regulations in the Low Density Residential (R-1) District is to preserve, enhance, and protect the low density residential neighborhoods in the community. The R-1 zoning district is intended for residential areas characterized predominantly by single-family uses, duplexes, and with typical single-family residential subdivision lots ranging in size from six thousand (6,000) to ten thousand (10,000) square feet in size. This district is consistent with the LDR (low density residential) land use designation of the City general plan. (Ord. 1001, §1, adopted 1998; Ord. 1216, §1, adopted 2021)

§9016 ALLOWED USES

The following uses are allowed in Low Density Residential (R-1) Districts:

Accessory buildings.

Accessory dwelling units (ADU) or junior accessory dwelling units (JADU) on lots developed with a primary single-family or multifamily residence or for which a primary residence is proposed subject to the following standards/criteria:

A. The requirements of this subsection are applicable to all existing ADUs and JADUs as well as those proposed after the effective date hereof, except for legal nonconforming units, or as is otherwise specifically provided herein. Existing ADUs or JADUs as of the date hereof inconsistent with the provisions listed herein

shall be considered legal nonconforming; provided, that they were legal at the time of their creation.

B. Pursuant to California Government Code 65852.2(a)(1)(C) and 65852.22(d) and (e), ADUs and JADUs shall be deemed not to exceed the allowable density for the residential lot upon which an ADU or JADU is located, and ADUs and JADUs are deemed a residential use that is consistent with the existing general plan and zoning designation for the residential lot on which an ADU or JADU is located.

C. These regulations do not allow the division of property upon which an accessory dwelling unit is located unless all requirements of the applicable zoning district and any other requirements of this code are met.

D. The accessory dwelling unit or JADU may be used for rental purposes. The minimum term of a lease for an accessory dwelling unit or JADU shall be thirty (30) days.

E. The ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

F. For development of an ADU or JADU, the applicant shall record a deed restriction, which shall run with the land. A copy showing recordation with the Mendocino County Recorder shall be filed with the City, and shall include both of the following:

1. A prohibition on the sale of the ADU or JADU separate from the sale of the primary residence, including a statement that the deed restriction may be enforced against future purchasers.

2. For a JADU only, a restriction on the size and attributes of the JADU that conforms with this section.

G. Accessory dwelling units may be attached to existing single-family or multiple-family residences or detached as separate structures. Accessory dwelling units shall incorporate the same or substantially similar architectural features, height, building materials and colors as the main dwelling unit or compatible dwellings located on adjacent properties. Architecture not similar to the architecture of the principal dwelling or buildings on adjacent properties shall be subject to the use permit process.

H. Junior accessory dwelling units are installed within a legally established bedroom within the existing walls of a fully permitted single-family dwelling or proposed single-family dwelling. In the case of a legal, nonconforming single-family dwelling unit, the applicant must demonstrate adequate septic capacity for the bedroom count, if the dwelling uses a septic system, and utilize an existing, fully permitted bathroom. A separate entrance to the junior accessory dwelling unit shall be provided. A junior accessory dwelling unit may include a full bathroom, or the occupant(s) may use a full bathroom inside the remainder of the single-family dwelling. A junior accessory dwelling unit shall contain an efficiency kitchen, which shall include a cooking facility for preparation and sanitation of food with appliances (e.g., microwave, toaster oven, hot plate) and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU. The efficiency kitchen must be removed when the JADU use ceases.

I. The maximum size of an accessory dwelling unit shall be one thousand two hundred (1,200) square feet. The maximum size of a junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area. If the bathroom is shared with the remainder of the single-family dwelling, it shall not be included in the square footage calculation.

J. Parking:

1. Parking requirements for the ADU shall be one off-street space (independently accessible or tandem) for each bedroom or ADU, whichever is less, in addition to the two (2) independently accessible parking spaces required for the existing single-family or multifamily residence. If the primary residence was legally constructed at a time when on-site parking was not required, then only the parking space(s) for the ADU shall be required. No off-street parking space shall be required for a JADU.

2. Off-street parking shall be permitted in setback areas in compliance with the definition of "off-street parking" found in section 9278B of this code or through tandem parking.

3. Parking standards will not be imposed for an ADU in any of the following instances:

- a. The ADU is located within one-half mile of public transit.
- b. The ADU is located within an architecturally and historically significant historic district.
- c. The ADU is part of the existing primary residence or an existing accessory structure.
- d. When on-street parking permits are required but not offered to the occupant of the ADU.
- e. When there is a car share vehicle located within one block of the ADU.

4. If a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, the City shall not require that those off-street parking spaces be replaced.

K. An ADU must meet all applicable building and fire codes, and shall have electric, water and sewer or septic service with the type of meter arrangement at the property owner's option. Water, sewer, and electrical services shall be available prior to the issuance of a building permit for an ADU. No new water or sewer connection fees may be required for ADUs that are contained within the existing space of a single-family or multifamily residence or accessory structure as provided in sections 3731A and 3861B of this code, unless the ADU is constructed with a new single-family home. ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.

L. A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of

applying building codes, fire codes, collection of impact fees, or the provision of water, sewer, and power, including connection fees that might otherwise be associated with the provision of those services. Junior accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

M. The ADU or JADU shall comply with all applicable requirements of this code.

N. The maximum height for ADUs shall be eighteen feet (18'), except for attached ADUs, which shall have a maximum height of thirty feet (30'), pursuant to section 9018 of this code. Taller units may be approved through the use permit process.

O. The following yard setback requirements shall apply to ADUs:

1. Front Yard: The same as the existing primary residence, but no closer than five feet (5').

2. Side Yard Or Rear Yard, Single-Story Or Two-Story: Four feet (4').

3. No setback shall be required for an existing living area, garage, or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU.

P. The proposed ADUs shall have a separate front door, which, in the event of an attached unit, shall not be located along the front of the existing single-family or multifamily residence unless it is not obviously visible from the street in front of the residence.

Q. For a JADU, either the primary single-family residence or the JADU shall be occupied by the property owner. Owner occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization.

R. Any balcony, window or door of an ADU shall utilize techniques to lessen the privacy impacts onto adjacent properties. These techniques may include use of obscured glazing, window placement above eye level, or locating balconies, windows and doors toward the existing on-site primary residence. In addition, trees shall be planted and maintained in a viable condition by the property owner, where appropriate, to preserve the privacy of neighboring property owners.

This requirement will not apply to an ADU that is contained within the existing space of a single-family or multifamily residence or accessory structure.

S. Driveways accessing ADUs shall be set back a minimum of five feet (5') from any structure on an adjoining lot that has a bedroom adjacent to the proposed driveway.

T. The minimum width of a driveway serving an ADU shall be twelve feet (12'), unless the City Fire Marshal determines that adequate fire protection can be provided to the ADU even though the driveway has a width less than twelve feet (12').

U. Unless otherwise indicated, relief from the above criteria and standards may be pursued through the use permit process pursuant to Chapter 2, Article 20 of this division.

V. Applications for a building permit for an ADU or a JADU shall be considered ministerially without discretionary review or a hearing within sixty (60) days after receiving the application if there is an existing primary dwelling on the lot. If the permit application to create an ADU or a JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or JADU shall be considered without discretionary review.

W. Applications for a building permit within any zoning district where residential uses are allowed by right shall be approved ministerially to develop any of the following:

1. One ADU and one JADU per lot with a proposed or existing single-family dwelling if all of the following apply:

a. The ADU or JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

b. The space has exterior access from the proposed or existing single-family dwelling.

c. The side and rear setbacks are sufficient for fire and safety.

d. The JADU complies with the requirements of this section.

2. One detached, new construction, ADU that does not exceed four foot (4') side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The ADU may be combined with a JADU described in subsection W1 of this section.

3. Multiple ADUs within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with State building standards for dwellings. The number of ADUs permitted within an existing multifamily dwelling structure shall be capped at twenty-five percent (25%) of the existing units in the multifamily dwelling, or one ADU, whichever is greater.

4. Not more than two (2) ADUs that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to four-foot (4') rear and side yard setbacks.

X. For the development of ADUs and JADUs described in subsection W of this section, no additional parking or other development standards as set forth in subsections I, J, N through P, and R through U of this section shall be applied except for building code requirements.

Y. The City shall not require, as a condition for ministerial approval of a permit application for the creation of an ADU or JADU, the correction of nonconforming zoning conditions. For purposes of this section, "nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

Accessory uses normally incidental to single-family residences.

Community care facility, which provides service for six (6) or fewer persons, with the residents and operators of the facility being considered a family.

Fences:

A. Fences shall be limited to a maximum height of seven feet (7'). Fences exceeding seven feet (7') in height may be erected subject to the securing of a use permit.

B. No fence shall be constructed and no hedge or other screen planting shall be grown or permitted to grow, to a height exceeding three feet (3') within ten feet (10') from any property line abutting a street.

Home occupations (as defined in section 9278 of this chapter).

Manufactured homes certified under the national manufactured home construction and safety standards act of 1974 (42 USC section 5401 et seq.) are allowed on individual residential parcels subject to the following regulations:

A. Foundation System: The manufactured home shall be attached to a permanent foundation system approved by the city building official and designed and constructed pursuant to section 18551 of the state Health and Safety Code.

B. Utilities: All utilities to the manufactured home shall be installed pursuant to city standard practices and policies.

C. Permits: All applicable building, site development, and encroachment permits associated with development of residential property shall be secured prior to any on site construction.

Multiple-family residential dwellings in the form of duplexes, transitional housing, and supportive housing on corner lots. Multiple-family dwellings in the form of triplexes, fourplexes, single-room occupancies (SROs), and rooming and boarding houses are prohibited. Multiple-family dwellings that comply with the design and development standards in Chapter 2, Article 5.2 of this division are permitted by right.

Single-family residential dwellings, including manufactured/modular homes, transitional housing, and supportive housing. Manufactured/modular homes shall comply with the additional development standards in Section 9022 of this code.

Small and large family daycare homes. (Ord. 1001, §1, adopted 1998; Ord. 1047, §1, adopted 2003; Ord. 1168, §1, adopted 2016; Ord. 1181, §5, adopted 2017; Ord. 1205, §5, adopted 2020; Ord. 1216, §1, adopted 2021)

§9017 PERMITTED USES

The following uses may be permitted with the securing of a use permit:

Accredited public or private schools.

Bed and breakfast establishments.

Churches, chapels, and other places of religious assembly and instruction.

Community care facility for more than six (6) persons, but not more than twelve (12) persons.

Condominiums.

Multiple-family dwellings in the form of duplexes, transitional housing, and supportive housing that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division.

Outdoor sales establishments.

Parks, community gardens, and playgrounds.

Public buildings and places of temporary public assembly. (Ord. 1001, §1, adopted 1998; Ord. 1047, §1, adopted 2003; Ord. 1216, §1, adopted 2021)

§9018 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in Low Density Residential (R-1) Districts:

A. For single-family dwellings, two (2) family dwellings and attached accessory dwelling units, a maximum height of thirty feet (30').

B. For accessory buildings a maximum height of twenty feet (20') or the maximum height of the main building,

whichever is less.

C. The height limits for both dwelling units and accessory structures may be exceeded with the securing of a use permit. The height limit for accessory dwelling unit may be exceeded through the use permit process, provided a finding is made that the higher structure would not adversely impact the health, safety, and general welfare of the public. (Ord. 1001, §1, adopted 1998; Ord. 1181, §5, adopted 2017; Ord. 1216, §1, adopted 2021)

§9019 REQUIRED SITE AREA

A. Interior Lots: The required site area on interior lots in the R-1 zoning district is six thousand (6,000) net square feet, and the required lot width is sixty feet (60').

B. Corner Lots: The required site area for corner lots in the R-1 zoning district is seven thousand (7,000) net square feet, and the required lot width is seventy feet (70').

C. Existing Development/Density: In existing development/density there is no minimum site area.

D. Nonconforming Lots: Development may occur on existing, nonconforming R-1 lots; a site development permit is required for existing lots four thousand five hundred (4,500) square feet and greater and a use permit is required on existing lots of less than four thousand five hundred (4,500) square feet. Minimum width in either case is forty feet (40'). (Ord. 1001, §1, adopted 1998)

§9020 REQUIRED YARD SETBACKS

The purpose of establishing yard areas in the R-1 zoning district is to ensure open spaces, and a low density appearance to single-family residential neighborhoods. In Low Density Residential (R-1) Districts, yards shall be required in the following minimum widths, as measured from the street right-of-way:

A. Front: Fifteen feet (15') for residences and accessory structures, and twenty-five feet (25') for garages.

B. Sides: Ten feet (10') for residences and five feet (5') for accessory structures.

C. Rear: Fifteen feet (15') for residences, and five feet (5') for accessory structures.

D. Corner Lots: On corner lots, there shall be a front setback line of fifteen feet (15') on each street side of a corner lot.

Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply. The fifty percent (50%) average setback exception does not apply to accessory structures.

E. Yard Setbacks For Unique Circumstances:

1. Architectural Features: Cornices, eaves, canopies, and other similar architectural features for residential

structures and accessory structures exceeding one hundred twenty (120) square feet in area may extend up to two feet (2') into any required yard.

2. Swimming Pools: Swimming pools shall not be located in front yards, and no closer than five feet (5') to any rear or side property line.

3. Open Porches; Landing Places; Outside Stairways: Open porches, landing places or outside stairways may extend into the required front yard setback provided a minimum of fifteen feet (15') is maintained between the stairway/landing place and the front property line. Open porches, landing places or outside stairways may extend up to two feet (2') into any required side yard, and six feet (6') into any required rear yard. Such porches, landing places, and outside stairways may be roofed, but shall not be enclosed with solid siding, glass, or screening materials, or otherwise made a part of the habitable portion of the structure.

4. Trellises: Trellises providing entry into property are allowed to be located within the front yard setback provided:

- a. The trellis does not exceed a maximum height of ten feet (10').
- b. The trellis is not more than ten feet (10') wide.
- c. The trellis is not located in the public right of way.
- d. The trellis does not obscure or block vehicular traffic lines of sight.
- e. The trellis does not impede or block pedestrian circulation.
- f. The trellis does not pose a threat to the public health and safety as determined by the city building inspector.
- g. The trellis does not hinder the ability of the fire department from accessing the property with emergency equipment and providing emergency services.
- h. A building permit is secured for the construction of the trellis, if required by the city building inspector. Depending upon the height, size, and scale of the trellis, engineering calculations may be required. (Ord. 1001, §1, adopted 1998; Ord. 1082, §1, adopted 2006; Ord. 1216, §1, adopted 2021)

§9021 REQUIRED PARKING

A. The minimum parking area required in Low Density Residential (R-1) Districts is as follows:

1. Single-Family Dwelling: Two (2) on-site parking spaces per unit.

2. Duplex: One and one-half (1.5) on-site parking spaces per unit.

3. Other Uses: The parking requirements for all other allowed or permitted uses shall be subject to the provisions of section 9198 of this code.

B. Each required on-site parking space or garage space for single-family residential uses shall be a minimum of nine feet (9') in width and nineteen feet (19') in depth.

C. Each required on-site parking space or garage space for single-family residential uses shall open directly onto a driveway or aisle and be designed to provide safe and efficient ingress and egress for vehicles accessing such parking space. The maximum width for such driveways shall be twelve feet (12') for single-wide driveways, and twenty feet (20') for double-wide driveways and access lanes to parcels with no street frontage.

D. All driveways on corner lots shall be located a minimum distance of twenty feet (20') from the curb return. (Ord. 1001, §1, adopted 1998; Ord. 1181, §5, adopted 2017; Ord. 1205, §5, adopted 2020; Ord. 1216, §1, adopted 2021)

§9022 ADDITIONAL REQUIREMENTS

A. Manufactured homes certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC section 5401 et seq.) are allowed uses on individual residential parcels subject to the following regulations:

1. Foundation System: The manufactured home shall be attached to a permanent foundation system approved by the City Building Official and designed and constructed pursuant to section 18551 of the California Health and Safety Code.

2. Utilities: All utilities to the manufactured home shall be installed pursuant to standards set forth in Division 4 of this code and additional City standard practices and policies.

3. Permits: All applicable building, site development, and encroachment permits associated with development of residential property shall be secured prior to any on-site construction. (Ord. 1216, §1, adopted 2021)

§9023 DETERMINATION OF APPROPRIATE USE

A. Whenever a use is not listed in this article as a use permitted by right or a use subject to a use permit in the R-1 zoning district, the Planning Director shall determine whether the use is appropriate for the zoning district, either as a right or subject to a use permit. In making this determination, the Planning Director shall find as follows:

1. The use would not be incompatible with other existing or allowed uses in the R-1 zoning district;

2. The use would not be detrimental to the continuing residential development of the area in which the use would be located; and
3. The use would be in harmony and consistent with the purpose of the R-1 zoning district.
4. In the case of determining that a use not articulated as an allowed or permitted use could be established with the securing of a use permit, the Planning Director shall find that the proposed use is similar in nature and intensity to the uses listed as permitted uses. (Ord. 1001, §1, adopted 1998; Ord. 1216, §1, adopted 2021. Formerly 9022)

¹ Ord. 793, §2, adopted 1982; Ord. 803-A, §1, adopted 1983; Ord. 813, §1, adopted 1983; Ord. 813, §2, adopted 1983; rep. by Ord. 1001, §1, adopted 1998.

**ARTICLE 5.3
ACCESSORY DWELLING UNITS
(ADUs)**

SECTION:

- §9056 Purpose & Intent
- §9056.1 General Requirements
- §9056.2 Development Requirements
- §9056.3 Setbacks
- §9056.4 Parking
- §9056.5 Legal Nonconforming Accessory Structures
- §9056.6 Height
- §9056.7 Determination of Appropriate Use

§9056 PURPOSE AND INTENT

The purpose of this article is to create an expedient ministerial approval process for residential Accessory Dwelling Units (ADUs). To do so, this article sets forth development standards in conformance with California Government Code and tailored to meet the changing needs of Ukiah communities and expand housing choices in all neighborhoods.

§9056.1 GENERAL REQUIREMENTS

Accessory Dwelling Units (ADU) on lots developed with a primary single-family or multifamily residence or for which a primary residence is proposed shall be ministerially permitted and subject to the following standards/criteria:

- A. The requirements of this Article are applicable to all existing ADUs, as well as those proposed after the effective date hereof, except for legal nonconforming units, or as specifically provided herein. Existing ADUs as of the date hereof inconsistent with the provisions listed herein shall be considered legal nonconforming; provided, that they were legal at the time of their creation.
- B. ADUs shall be deemed not to exceed the allowable density for the residential lot upon which an ADU is located. ADUs are deemed a residential use that is consistent with the existing general plan and zoning designation for the lot on which an ADU is located with a primary residence.
- C. These regulations do not allow the division of property upon which an accessory dwelling unit is located unless all requirements of the applicable zoning district or State law are met.
- D. The ADU be rented separate from the primary residence but may not be sold or otherwise conveyed separate from the primary residence unless the conveyance meets the requirements of Government Code Sections 66340 through 66342.
- E. Accessory dwelling units may be attached to existing single-family or multiple-family residences or detached as separate structures.
- F. An ADU must meet all applicable building and fire codes, and shall have electric, water and sewer or septic service with the type of meter arrangement at the property owner's

option. Water, sewer, and electrical services shall be available prior to the issuance of a building permit for an ADU. No new water or sewer connection fees may be required for ADUs that are contained within the existing space of a single-family or multifamily residence or accessory structure, unless the ADU is constructed with a new single-family home. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

- G. Nothing in this chapter shall preclude the development of a Junior Accessory Dwelling Unit as regulated by Ukiah City Code and Government Code §66333 - 66339.

§9056.2 DEVELOPMENT REQUIREMENTS

- A. Applications for a building permit for an ADU shall be deemed approved if the local agency has not acted on the completed application within 60 days. If approved, no additional parking or other development standards shall be applied except for building code and fire safety requirements.
- B. Applications for a building permit within any zoning district where residential uses are allowed by right shall be approved ministerially to develop any of the following:
- a. **Unit Type.** An ADU may be attached to an existing primary residence, converted from a portion of the existing living area of the primary residence, detached and on the same legal lot as a primary residence, converted from the entirety of or a portion of an existing accessory structure, or attached to an existing or proposed accessory structure.
 - b. **Number of Units.** The number of ADUs allowed on a single lot shall be:
 - i. On a lot that contains an existing or proposed single-family dwelling: One ADU attached or detached.
 - ii. On a lot that contains an existing multifamily dwelling: Two ADUs, detached from the multifamily structure, and up to 25 percent of the number of units in the existing multifamily dwelling converted from existing non-livable space in a multifamily structure.
 - iii. On a lot that contains a proposed multifamily dwelling: Two ADUs, detached from the multifamily structure.
- C. **Size.** The maximum size of a detached ADU shall be one thousand two hundred (1,200) square feet. The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to unit size requirements.
- D. **Improvements.** The City shall not require, as a condition for ministerial approval of a permit application for the creation of an ADU, the correction of nonconforming zoning conditions. For purposes of this section, "nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards. Curb, gutter, sidewalk, paving and street trees, however, shall be required when that infrastructure does not exist, and the proposed building permit value is equal to or greater than one-third (1/3) of the value of the existing structure per UCC §9181 (Street Improvements with Development of Property).

- E. **Lot Size:** No minimum lot size shall be required.
- F. **Lot Coverage.** The lot coverage limitation of the base zoning district shall not apply to the construction of an ADU.
- G. **Construction Standards.** Not exclusive of other applicable state and local building and fire regulations, ADUs shall comply with the following requirements.
 - a. Structures within the state responsibility area (SRA) must comply with applicable local and state regulations for setbacks and fire-resistive construction.
 - b. Structures outside of the SRA must comply with building code regulations for fire-resistive construction, unless more restrictive standards are required pursuant to state law or regulation.
 - c. Fire sprinklers shall not be required in the ADU if the primary residence is not required to have fire sprinklers. Fire sprinklers may be required if a structure containing an ADU is greater than one thousand two hundred (1,200) square feet.

§9056.3 SETBACKS

The following yard setback requirements shall apply to ADUs:

- A. Front Yard: The same as the existing primary residence, but no closer than five feet (5').
- B. Side Yard or Rear Yard: Four feet (4').
- C. No setback shall be required for an existing living area, garage, or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU.
- D. The application of front yard setbacks cannot preclude an ADU of at least 800 square feet and must not unduly constrain the creation of all types of ADUs.

§9056.4 PARKING

- A. Parking requirements for the ADU shall be one off-street space (independently accessible or tandem) in addition to the accessible parking spaces required for the existing single-family or multifamily residence. If the primary residence was legally constructed at a time when on-site parking was not required, then only the parking space(s) for the ADU shall be required.
- B. Off-street parking shall be permitted in setback areas in compliance with the definition of "off-street parking" found in section 9278B of this code or through tandem parking.
- C. Parking standards will not be imposed for an ADU in any of the following instances:
 - a. The ADU is located within one-half mile of public transit stop;
 - b. The ADU is located within an architecturally and historically significant district;
 - c. The ADU is part of the existing primary residence or an existing accessory structure;
 - d. When on-street parking permits are required but not offered to the occupant of the ADU;
 - e. When there is a car share vehicle located within one block of the ADU.

- f. When an application for an ADU is submitted with an application to create a new single-family or multifamily dwelling on the same lot.
- D. If a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, the City shall not require that those off-street parking spaces be replaced.

§9056.5 LEGAL NONCONFORMING ACCESSORY STRUCTURES

ADUs converted from residential accessory structures determined to be Legal Nonconforming shall be subject to the following requirements:

- A. A Legal Nonconforming residential accessory structure that is converted to an ADU, or reconstructed as an ADU to the same footprint and dimensions as the original structure shall not be subject to setback requirements.
- B. A Legal Nonconforming residential accessory structure that is converted to an ADU may be expanded up to 1,200 square feet if the expansion will comply with the height limit and setbacks for new detached ADUs.
- C. Expansion of floor area within a nonconforming setback is limited to 120 square feet, if necessary to accommodate associated utilities, ingress and egress.

9056.6 HEIGHT

- A. The maximum height for detached ADUs shall be 20 feet.
- B. ADUs attached to the primary structure can be constructed to the maximum height for the zoning district in which the unit is located.
- C. ADUs may be taller than the primary residential structure.
- D. ADUs above a garage (Attached or Detached) can be constructed to the maximum height for the zoning district in which the unit is located.
- E. Detached ADUs greater than 20 feet in height may be approved through the granting of a Minor Site Development permit.

§9056.7 DETERMINATION OF APPROPRIATENESS

Whenever an ADU is proposed that is not addressed by local code or State law, the Community Development Director shall determine whether the proposal is appropriate. In making this determination, the Community Development Director shall find as follows:

- A. The use would not be incompatible with other existing or allowed uses in the zoning district for which it is proposed;
- B. The use would not be detrimental to the continuing development of the area in which the ADU would be located; and
- C. The ADU would be in harmony and consistent with the purpose of the zoning district; and
- D. The proposed ADU can meet all safety requirements as determined by the City of Ukiah Building Inspection and Fire Prevention Division; and
- E. In the case of determining that a use not articulated as an allowed or permitted use could be established with the securing of a use permit or variance, the Community Development Director shall find that the proposed use is similar in nature and intensity to the uses listed as permitted uses and contextual development.

**ARTICLE 5.4
JUNIOR ACCESSORY DWELLING UNITS
(JADUs)**

SECTION:

§9057 Purpose & Intent

§9057.1 General Requirements

§9057 PURPOSE AND INTENT

This purpose of this article is to implement the requirements of Government Code and the provisions of the General Plan Housing Element that encourage the production of affordable housing by expanding housing opportunities for all economic segments of the community.

§9057.1 GENERAL REQUIREMENTS

Junior accessory dwelling units (JADUs) shall be ministerially permitted in zoning districts that allow single-family dwelling units as allowed or permitted uses, in compliance with Government Codes §66333 - 66339, the requirements of this section, and all other requirements of the applicable zoning district. The department shall act on an application to create a JADU within sixty (60) days from the date it receives a completed application if there is an existing single-family dwelling on the lot.

- A. Permit Requirements and Fees.** Construction permits (including, but not limited to, a building, well, septic, and/or sewer permit) may be required to establish a JADU. A JADU shall not be considered a separate or new dwelling unit for purposes of applying building codes, fire codes, well and septic requirements, or collection of impact fees.
- B. Timing.** A JADU may be established after or concurrently with the single-family residence.
- C. Development Standards.**
1. **Number of Units.** One (1) JADU is allowed per lot, within a single-family residence.
 2. **Unit Size.** The floor area of a JADU shall not exceed five hundred (500) square feet. If the bathroom is shared with the single-family residence, it shall not be included in the floor area.
 3. **Location.** A JADU shall be created from space in an existing, fully permitted, or proposed single-family dwelling or garage attached to the single-family residence.
 4. **Access.** A separate, exterior entrance to the JADU shall be provided.
 5. **Bathroom.** If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.
 6. **Kitchen.** A JADU shall include an efficiency kitchen. The efficiency kitchen must be removed when the JADU use ceases.

D. Use Restrictions.

1. JADUs may be rented but shall not be sold separate from the single-family residence.
2. JADUs may not be rented for periods of less than thirty (30) days.
3. The owner of the property must reside in either the single-family home or the newly created JADU. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
4. Deed Restriction. The property owner shall record a deed restriction that:
 - i. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers;
 - ii. Specifies that the deed restriction runs with the land and is enforceable against future property owners;
 - iii. Restricts the size and attributes of the JADU to those established by this section and Government Code § 66333; and
 - iv. Makes the City of Ukiah a third-party beneficiary of the deed restriction with the right to enforce the provisions of the deed restriction.

DRAFT

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE REGULATING ACCESSORY DWELLING UNITS**

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

SECTION 1

Findings and Declarations. The City Council finds and declares as follows:

A. The proposed amendments to Division 9, Chapter 2 of the Ukiah City Code are consistent with the 2040 Ukiah General Plan and further the goals, objectives, and policies of the 6th Cycle General Plan Housing Element; and.

B. Per the California Government Code, existing law provides for the creation by local ordinance, or by ministerial approval if a local agency has not adopted an ordinance, of accessory dwelling units to allow single-family or multifamily dwelling residential use in accordance with specified standards and conditions. Existing law also provides for the creation of junior accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

C. The adoption of this ADU Ordinance is a necessary action to continue progress towards production of affordable housing in a way that minimizes impacts to local neighborhoods.

D. Then the State revises ADU law, a local jurisdiction's ADU Ordinance, if non-compliant with the new ADU laws, is rendered "null and void" and local jurisdictions must continue to process ADU applications through a ministerial process in accordance with State law.

E. The State legislature declared that "Housing is a statewide concern", that California faces a housing crisis, that ADUs are a valuable form of housing, and that local jurisdictions are mandated to comply with applicable State housing laws.

SECTION 2

Division 9, Chapter 2, Article 3, Low density Residential (R-1) of the Ukiah City Code is amended to read as follows (unchanged text is omitted and is shown by " * * "):

§9016 ALLOWED USES

Accessory Buildings

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

~~Accessory dwelling units (ADU) or junior accessory dwelling units (JADU) on lots developed with a primary single family or multifamily residence or for which a primary residence is proposed subject to the following standards/criteria:~~

~~A. The requirements of this subsection are applicable to all existing ADUs and JADUs as well~~

~~as those proposed after the effective date hereof, except for legal nonconforming units, or as is otherwise specifically provided herein. Existing ADUs or JADUs as of the date hereof inconsistent with the provisions listed herein shall be considered legal nonconforming; provided, that they were legal at the time of their creation.~~

~~B. Pursuant to California Government Code 65852.2(a)(1)(C) and 65852.22(d) and (e), ADUs and JADUs shall be deemed not to exceed the allowable density for the residential lot upon which an ADU or JADU is located, and ADUs and JADUs are deemed a residential use that is consistent with the existing general plan and zoning designation for the residential lot on which an ADU or JADU is located.~~

~~C. These regulations do not allow the division of property upon which an accessory dwelling unit is located unless all requirements of the applicable zoning district and any other requirements of this code are met.~~

~~D. The accessory dwelling unit or JADU may be used for rental purposes. The minimum term of a lease for an accessory dwelling unit or JADU shall be thirty (30) days.~~

~~E. The ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.~~

~~F. For development of an ADU or JADU, the applicant shall record a deed restriction, which shall run with the land. A copy showing recordation with the Mendocino County Recorder shall be filed with the City, and shall include both of the following:~~

- ~~1. A prohibition on the sale of the ADU or JADU separate from the sale of the primary residence, including a statement that the deed restriction may be enforced against future purchasers.~~
- ~~2. For a JADU only, a restriction on the size and attributes of the JADU that conforms with this section.~~

~~G. Accessory dwelling units may be attached to existing single-family or multiple-family residences or detached as separate structures. Accessory dwelling units shall incorporate the same or substantially similar architectural features, height, building materials and colors as the main dwelling unit or compatible dwellings located on adjacent properties. Architecture not similar to the architecture of the principal dwelling or buildings on adjacent properties shall be subject to the use permit process.~~

~~H. Junior accessory dwelling units are installed within a legally established bedroom within the existing walls of a fully permitted single-family dwelling or proposed single-family dwelling. In the case of a legal, nonconforming single-family dwelling unit, the applicant must demonstrate adequate septic capacity for the bedroom count, if the dwelling uses a septic system, and utilize an existing, fully permitted bathroom. A separate entrance to the junior accessory dwelling unit shall be provided. A junior accessory dwelling unit may include a full bathroom, or the occupant(s) may use a full bathroom inside the remainder of the single-family dwelling. A junior accessory dwelling unit shall contain an efficiency kitchen, which shall include a cooking facility for preparation and sanitation of food with appliances (e.g., microwave, toaster oven, hot plate) and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU. The efficiency kitchen must be removed when the JADU use ceases.~~

~~I. The maximum size of an accessory dwelling unit shall be one thousand two hundred (1,200)~~

square feet. The maximum size of a junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area. If the bathroom is shared with the remainder of the single family dwelling, it shall not be included in the square footage calculation.

J. ~~Parking:~~

1. ~~Parking requirements for the ADU shall be one off-street space (independently accessible or tandem) for each bedroom or ADU, whichever is less, in addition to the two (2) independently accessible parking spaces required for the existing single family or multifamily residence. If the primary residence was legally constructed at a time when on-site parking was not required, then only the parking space(s) for the ADU shall be required. No off-street parking space shall be required for a JADU.~~

2. ~~Off-street parking shall be permitted in setback areas in compliance with the definition of "off-street parking" found in section 9278B of this code or through tandem parking.~~

3. ~~Parking standards will not be imposed for an ADU in any of the following instances:~~

- ~~a. The ADU is located within one-half mile of public transit.~~
- ~~b. The ADU is located within an architecturally and historically significant historic district.~~
- ~~c. The ADU is part of the existing primary residence or an existing accessory structure.~~
- ~~d. When on-street parking permits are required but not offered to the occupant of the ADU.~~
- ~~e. When there is a car share vehicle located within one block of the ADU.~~

4. ~~If a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, the City shall not require that those off-street parking spaces be replaced.~~

K. ~~An ADU must meet all applicable building and fire codes, and shall have electric, water and sewer or septic service with the type of meter arrangement at the property owner's option. Water, sewer, and electrical services shall be available prior to the issuance of a building permit for an ADU. No new water or sewer connection fees may be required for ADUs that are contained within the existing space of a single-family or multifamily residence or accessory structure as provided in sections 3731A and 3861B of this code, unless the ADU is constructed with a new single family home. ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.~~

L. ~~A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of applying building codes, fire codes, collection of impact fees, or the provision of water, sewer, and power, including connection fees that might otherwise be associated with the provision of those services. Junior accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.~~

M. ~~The ADU or JADU shall comply with all applicable requirements of this code.~~

N. ~~The maximum height for ADUs shall be eighteen feet (18'), except for attached ADUs,~~

~~which shall have a maximum height of thirty feet (30'), pursuant to section 9018 of this code. Taller units may be approved through the use permit process.~~

~~O. The following yard setback requirements shall apply to ADUs:~~

- ~~1. Front Yard: The same as the existing primary residence, but no closer than five feet (5').~~
- ~~2. Side Yard Or Rear Yard, Single Story Or Two Story: Four feet (4').~~
- ~~3. No setback shall be required for an existing living area, garage, or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU.~~

~~P. The proposed ADUs shall have a separate front door, which, in the event of an attached unit, shall not be located along the front of the existing single-family or multifamily residence unless it is not obviously visible from the street in front of the residence.~~

~~Q. For a JADU, either the primary single-family residence or the JADU shall be occupied by the property owner. Owner occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization.~~

~~R. Any balcony, window or door of an ADU shall utilize techniques to lessen the privacy impacts onto adjacent properties. These techniques may include use of obscured glazing, window placement above eye level, or locating balconies, windows and doors toward the existing on-site primary residence. In addition, trees shall be planted and maintained in a viable condition by the property owner, where appropriate, to preserve the privacy of neighboring property owners.~~

~~—This requirement will not apply to an ADU that is contained within the existing space of a single-family or multifamily residence or accessory structure.~~

~~S. Driveways accessing ADUs shall be set back a minimum of five feet (5') from any structure on an adjoining lot that has a bedroom adjacent to the proposed driveway.~~

~~T. The minimum width of a driveway serving an ADU shall be twelve feet (12'), unless the City Fire Marshal determines that adequate fire protection can be provided to the ADU even though the driveway has a width less than twelve feet (12').~~

~~U. Unless otherwise indicated, relief from the above criteria and standards may be pursued through the use permit process pursuant to Chapter 2, Article 20 of this division.~~

~~V. Applications for a building permit for an ADU or a JADU shall be considered ministerially without discretionary review or a hearing within sixty (60) days after receiving the application if there is an existing primary dwelling on the lot. If the permit application to create an ADU or a JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or JADU shall be considered without discretionary review.~~

~~W. Applications for a building permit within any zoning district where residential uses are allowed by right shall be approved ministerially to develop any of the following:~~

- ~~1. One ADU and one JADU per lot with a proposed or existing single-family dwelling if all—~~

of the following apply:

- ~~a. The ADU or JADU is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one hundred fifty (150) square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.~~
- ~~b. The space has exterior access from the proposed or existing single-family dwelling.~~
- ~~c. The side and rear setbacks are sufficient for fire and safety.~~
- ~~d. The JADU complies with the requirements of this section.~~

~~2. One detached, new construction, ADU that does not exceed four foot (4') side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The ADU may be combined with a JADU described in subsection W1 of this section.~~

~~3. Multiple ADUs within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with State building standards for dwellings. The number of ADUs permitted within an existing multifamily dwelling structure shall be capped at twenty-five percent (25%) of the existing units in the multifamily dwelling, or one ADU, whichever is greater.~~

~~4. Not more than two (2) ADUs that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to four foot (4') rear and side yard setbacks.~~

~~X. For the development of ADUs and JADUs described in subsection W of this section, no additional parking or other development standards as set forth in subsections I, J, N through P, and R through U of this section shall be applied except for building code requirements.~~

~~Y. The City shall not require, as a condition for ministerial approval of a permit application for the creation of an ADU or JADU, the correction of nonconforming zoning conditions. For purposes of this section, "nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.~~

* * *

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

* * *

SECTION 3

Division 9, Chapter 2, Article 4, Medium Density Residential (R-2) regulations of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *):

§9031 Allowed Uses

Accessory buildings and accessory uses.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

~~Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in section 9016 of this code.~~

* * *

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

* * *

~~Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.~~

* * *

SECTION 4

Division 9, Chapter 2, Article 5, High Density Residential (R-3) regulations of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *):

§9046 Allowed Uses

Accessory uses to any allowed or permitted uses.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

~~Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in section 9016 of this code.~~

* * *

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

* * *

~~Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.~~

* * *

SECTION 5

A new Article 5.3, entitled “ACCESSORY DWELLING UNITS (ADUS)” shall be added to Division 9, Chapter 2 of the Ukiah City Code and shall read as follows:

§9056 PURPOSE AND INTENT

The purpose of this article is to create an expedient ministerial approval process for residential Accessory Dwelling Units (ADUs). To do so, this article sets forth development standards in conformance with California Government Code and tailored to meet the changing needs of Ukiah communities and expand housing choices in all neighborhoods.

§9056.1 GENERAL REQUIREMENTS

Accessory Dwelling Units (ADU) on lots developed with a primary single-family or multifamily residence or for which a primary residence is proposed shall be ministerially permitted and subject to the following standards/criteria:

- A. The requirements of this Article are applicable to all existing ADUs, as well as those proposed after the effective date hereof, except for legal nonconforming units, or as specifically provided herein. Existing ADUs as of the date hereof inconsistent with the provisions listed herein shall be considered legal nonconforming; provided, that they were legal at the time of their creation.
- B. ADUs shall be deemed not to exceed the allowable density for the residential lot upon which an ADU is located. ADUs are deemed a residential use that is consistent with the existing general plan and zoning designation for the lot on which an ADU is located with a primary residence.
- C. These regulations do not allow the division of property upon which an accessory dwelling unit is located unless all requirements of the applicable zoning district or State law are met.
- D. The ADU be rented separate from the primary residence but may not be sold or otherwise conveyed separate from the primary residence unless the conveyance meets the requirements of Government Code Sections 66340 through 66342.
- E. Accessory dwelling units may be attached to existing single-family or multiple-family residences or detached as separate structures.
- F. An ADU must meet all applicable building and fire codes, and shall have electric, water and sewer or septic service with the type of meter arrangement at the property owner's option. Water, sewer, and electrical services shall be available prior to the issuance of a building permit for an ADU. No new water or sewer connection fees may be required for ADUs that are contained within the existing space of a single-family or multifamily residence or accessory structure, unless the ADU is constructed with a new single-family home. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.
- G. Nothing in this Chapter shall preclude the development of a Junior Accessory Dwelling Unit as regulated by Ukiah City Code and Government Code §66333 - 66339.

§9056.2 DEVELOPMENT REQUIREMENTS

- A. Applications for a building permit for an ADU shall be deemed approved if the local agency has not acted on the completed application within 60 days. If approved, no additional parking or other development standards shall be applied except for building code and fire safety requirements.
- B. Applications for a building permit within any zoning district where residential uses are allowed by right shall be approved ministerially to develop any of the following:
 - a. Unit Type. An ADU may be attached to an existing primary residence,

converted from a portion of the existing living area of the primary residence, detached and on the same legal lot as a primary residence, converted from the entirety of or a portion of an existing accessory structure, or attached to an existing or proposed accessory structure.

b. Number of Units. The number of ADUs allowed on a single lot shall be:

- i. On a lot that contains an existing or proposed single-family dwelling: One (1) ADU attached or detached.
- ii. On a lot that contains an existing multifamily dwelling: Two (2) ADUs, detached from the multifamily structure, and up to 25 percent of the number of units in the existing multifamily dwelling converted from existing non-livable space in a multifamily structure.
- iii. On a lot that contains a proposed multifamily dwelling: Two (2) ADUs, detached from the multifamily structure.

C. Size. The maximum size of a detached ADU shall be one thousand two hundred (1,200) square feet. The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to unit size requirements.

D. Improvements. The City shall not require, as a condition for ministerial approval of a permit application for the creation of an ADU, the correction of nonconforming zoning conditions. For purposes of this section, "nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards. Curb, gutter, sidewalk, paving and street trees, however, shall be required when that infrastructure does not exist, and the proposed building permit value is equal to or greater than one-third (1/3) of the value of the existing structure per UCC §9181 (Street Improvements with Development of Property).

E. Lot Size: No minimum lot size shall be required.

F. Lot Coverage. The lot coverage limitation of the base zoning district shall not apply to the construction of an ADU.

G. Construction Standards. Not exclusive of other applicable state and local building and fire regulations, ADUs shall comply with the following requirements.

- a. Structures within the state responsibility area (SRA) must comply with applicable local and state regulations for setbacks and fire-resistive construction.
- b. Structures outside of the SRA must comply with building code regulations for fire-resistive construction, unless more restrictive standards are required pursuant to state law or regulation.
- c. Fire sprinklers shall not be required in the ADU if the primary residence is not required to have fire sprinklers. Fire sprinklers may be required if a structure containing an ADU is greater than one thousand two hundred (1,200) square feet.

§9056.3 SETBACKS

The following yard setback requirements shall apply to ADUs:

- A. Front Yard: The same as the existing primary residence, but no closer than five feet (5').
- B. Side Yard or Rear Yard: Four feet (4').
- C. No setback shall be required for an existing living area, garage, or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU.
- D. The application of front yard setbacks cannot preclude an ADU of at least 800 square feet and must not unduly constrain the creation of all types of ADUs.

§9056.4 PARKING

- A. Parking requirements for the ADU shall be one off-street space (independently accessible or tandem) in addition to the accessible parking spaces required for the existing single-family or multifamily residence. If the primary residence was legally constructed at a time when on-site parking was not required, then only the parking space(s) for the ADU shall be required.
- B. Off-street parking shall be permitted in setback areas in compliance with the definition of "off-street parking" found in section 9278B of this code or through tandem parking.
- C. Parking standards will not be imposed for an ADU in any of the following instances:
 - a. The ADU is located within one-half mile of public transit stop;
 - b. The ADU is located within an architecturally and historically significant district;
 - c. The ADU is part of the existing primary residence or an existing accessory structure;
 - d. When on-street parking permits are required but not offered to the occupant of the ADU;
 - e. When there is a car share vehicle located within one block of the ADU;
 - f. When an application for an ADU is submitted with an application to create a new single-family or multifamily dwelling on the same lot.
- D. If a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, the City shall not require that those off-street parking spaces be replaced.

§9056.5 LEGAL NONCONFORMING ACCESSORY STRUCTURES

ADUs converted from residential accessory structures determined to be Legal Nonconforming shall be subject to the following requirements:

- A. A Legal Nonconforming residential accessory structure that is converted to an ADU, or reconstructed as an ADU to the same footprint and dimensions as the original structure shall not be subject to setback requirements.
- B. A Legal Nonconforming residential accessory structure that is converted to an ADU may be expanded up to 1,200 square feet if the expansion will comply with the height limit and setbacks for new detached ADUs.

- C. Expansion of floor area within a nonconforming setback is limited to 120 square feet, if necessary to accommodate associated utilities, ingress and egress.

9056.6 HEIGHT

- A. The maximum height for detached ADUs shall be 20 feet.
- B. ADUs attached to the primary structure can be constructed to the maximum height for the zoning district in which the unit is located.
- C. ADUs may be taller than the primary residential structure.
- D. ADUs above a garage (Attached or Detached) can be constructed to the maximum height for the zoning district in which the unit is located.
- E. Detached ADUs greater than 20 feet in height may be approved through the granting of a Minor Site Development permit.

§9056.7 DETERMINATION OF APPROPRIATENESS

Whenever an ADU is proposed that would involve uses or features that are not explicitly addressed by the design and development standards set forth in this Code or State law, the Community Development Director shall determine whether the proposal is appropriate and whether it should be reviewed on a ministerial or discretionary basis. In making this determination, the Community Development Director shall find as follows:

- A. The proposed ADU would not be incompatible with other existing or allowed uses in the zoning district for which it is proposed;
- B. The proposed ADU would not be detrimental to the continuing development of the area in which it would be located; and
- C. The proposed ADU would be in harmony and consistent with the purpose of the zoning district; and
- D. The proposed ADU can meet all safety requirements as determined by the City of Ukiah Building Inspection and Fire Prevention Division; and
- E. In the case of determining that an ADU is allowed or permitted, the Community Development Director shall find that the proposed use is similar in nature and intensity to the ADU allowances listed in this Code or State law, and its contextual development.

SECTION 6

A new Article 5.4, entitled “JUNIOR ACCESSORY DWELLING UNITS (JADUS)” shall be added to Division 9, Chapter 2 of the Ukiah City Code and shall read as follows:

§9057 PURPOSE AND INTENT

This purpose of this article is to implement the requirements of Government Code and provisions of the General Plan Housing Element that encourage the production of affordable housing by expanding housing opportunities for all economic segments of the community.

§9057.1 GENERAL REQUIREMENTS

Junior accessory dwelling units (JADUs) shall be ministerially permitted in zoning districts that allow single-family dwelling units as permitted uses, in compliance with Government Codes §66333 - 66339, the requirements of this section, and all other requirements of the applicable zoning district. The department shall act on an application to create a JADU within sixty (60) days from the date it receives a completed application if there is an existing single-family dwelling on the lot.

- A. Permit Requirements and Fees. Construction permits (including, but not limited to, a building, well, septic, and/or sewer permit) shall be required to establish a JADU. A JADU shall not be considered a separate or new dwelling unit for purposes of applying building codes, fire codes, well and septic requirements, or collection of impact fees.
- B. Timing. A JADU may be established after or concurrently with the single-family residence.
- C. Development Standards.
 - 1. Number of Units. One (1) JADU is allowed per lot, within a single-family residence.
 - 2. Unit Size. The floor area of a JADU shall not exceed five hundred (500) square feet. If the bathroom is shared with the single-family residence, it shall not be included in the floor area.
 - 3. Location. A JADU shall be created from space in an existing, fully permitted, or proposed single-family dwelling or garage attached to the single-family residence.
 - 4. Access. A separate, exterior entrance to the JADU shall be provided.
 - 5. Bathroom. If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.
 - 6. Kitchen. A JADU shall include an efficiency kitchen. The efficiency kitchen must be removed when the JADU use ceases.
- D. Use Restrictions.
 - 1. JADUs may be rented but shall not be sold separate from the single-family residence.
 - 2. JADUs may not be rented for periods of less than thirty (30) days.
 - 3. The owner of the property must reside in either the single-family home or the newly created JADU. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.
 - 4. Deed Restriction. The property owner shall record a deed restriction that:
 - i. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers;
 - ii. Specifies that the deed restriction runs with the land and is enforceable against future property owners;
 - iii. Restricts the size and attributes of the JADU to those established by this section and Government Code § 66333; and
 - iv. Makes the City of Ukiah a third-party beneficiary of the deed restriction with the right to enforce the provisions of the deed restriction.

SECTION 7

Division 9, Chapter 2, Article 6, Neighborhood Commercial (C-N) regulations of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *):

§9061 Allowed Uses

Accessory uses to any allowed or permitted uses.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

~~Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in section 9016 of this code.~~

* * *

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

* * *

~~Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.~~

* * *

SECTION 8

Division 9, Chapter 2, Article 7, Community Commercial (C-1) regulations of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *):

§9081 Allowed Uses

Accessory uses to any allowed or permitted uses.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

~~Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in section 9016 of this code.~~

* * *

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

* * *

~~Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.~~

* * *

SECTION 9

Division 9, Chapter 2, Article 8, Heavy Commercial (C-2) regulations of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “* * *):

§9096 Allowed Uses

Accessory uses to any allowed or permitted uses.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

~~Accessory dwelling units and junior accessory dwelling units, as defined in section 9278 of this code and regulated in section 9016 of this code.~~

* * *

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

* * *

~~Second dwelling units as allowed in the R-1 districts in section 9016 of this chapter.~~

* * *

SECTION 10

1. SEVERABILITY: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.
2. EFFECTIVE DATE: This Ordinance shall be published as required by law in a newspaper of general circulation in the City of Ukiah and shall become effective thirty (30) days after its adoption.

Introduced by title only on _____, 2024 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Adopted on _____, 2024, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk

DRAFT



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Consider Adoption of a Resolution Approving the Submittal of a 2023-2024 CDBG Program Income-Only Application in Response to the 2023 State Community Development Block Grant Program Notice of Funding Availability, Amendment 1; and Approve Corresponding Budget Amendments if Awarded Funding for the Application.

DEPARTMENT: Community Development

PREPARED BY: Jim Robbins, Housing and Grants Manager

PRESENTER: Jim Robbins, Housing and Grants Manager

ATTACHMENTS:

1. 2023_CDBG_NOFA_Amendment1
2. LocalAppPublicNotice
3. Local_App_2024
4. LocalAppBAP
5. Resolution

Summary: Council is requested to conduct a Public Hearing to consider adoption of a Resolution approving the submittal of a 2023-2024 CDBG Program Income-Only application in response to the 2023 State Community Development Block Grant Program Notice of Funding Availability, Amendment 1; and approve corresponding budget amendments if awarded funding for the application.

Background: Over the past two years the California Department of Housing and Community Development (HCD) has made changes to the application procedures for accessing the City's Community Development Block Grant (CDBG) Program Income (PI). A new process has been created by which local jurisdictions can submit PI-Only applications to access their Program Income. As of June 30, 2024, the City had \$251,297 in CDBG PI, which HCD rules require the City to apply to a PI-only application or allocate to a project, or projects, in response to the 2024 CDBG NOFA. Given that the 2024 NOFA has not yet been released, Staff recommends that Council conduct a Public Hearing to consider and adopt a Resolution submitting an application to HCD to allocate the City's PI Cash-On-Hand to a new Business Assistance Program in response to the 2023 State Community Development Block Grant Program Notice of Funding Availability, Amendment 1 (Attachment 1).

The proposed new Business Assistance Program has been designed to operate in a similar fashion to the successful Business Assistance Program that recently closed through Council Resolution 2024-28 on June 19, 2024. The closed program operated under state CDBG standard agreement 20-CDBG-12041. The most notable proposed changes to the new program include the removal of an emergency Covid pandemic loan forgiveness process and an increase in the maximum loan amount from \$70,000 to \$140,000 to create or retain more low-and moderate-income jobs and produce a larger economic impact per loan.

State CDBG Citizen Participation regulations require a design phase public hearing to initiate the annual CDBG funding cycle. Staff conducted a design phase public hearing on February 12, 2024. Regulations also require a public hearing to adopt a Resolution authorizing submittal of applications to HCD. That is the purpose of this public hearing.

City of Ukiah Local Application Process

The City has developed a local application process to both inform stakeholders and potential applicants of the CDBG NOFA and to establish a fair process by which local applicants can be considered for a possible City CDBG application submitted to the State. On January 30, 2024, the City published a public notice in the Ukiah Daily Journal (Attachment 2) announcing the public meeting and describing the 2023 and 2024 NOFA process. Staff also emailed local stakeholders about the meeting. On February 12, 2024, staff met with local stakeholders and other City staff to discuss the 2023 and 2024 NOFAs and the City's local application process. Staff also distributed the City's Local Application form (Attachment 3), which mirrors application threshold requirements in the State CDBG application.

Local applications were due by February 26, 2024, and three applications were received from the Community Development Department by the deadline. The three applications were for a Business Assistance Program (Attachment 4), a planning project related to fire stations, and a CDBG First-Time Homebuyer Program (FTHB). The FTHB program was proposed partially in response to citizen comments at the February 12th meeting that homeownership opportunities are in high demand in the Ukiah area. The Business Assistance Program was selected for the PI-Only Application because the other two proposals will require significantly more funds than the available \$251,297 in Program Income Cash On Hand (PI COH). They will be considered for the 2024 CDBG NOFA that may be released in the next 60 days.

Discussion: The submitted local application for a Business Assistance Program met basic CDBG eligibility requirements, and it was the only one of the three submitted applications that could be implemented for the available Program Income dollar amount. Therefore, staff recommends that Council conduct a Public Hearing and authorize the submittal of the City of Ukiah Business Assistance Program application to HCD for use of the City's existing Program Income.

Staff Recommendation to Council

The following is requested and is included in the attached Resolution (Attachment 5):

City of Ukiah Business Assistance Program - \$251,297 (includes activity + activity delivery + general administration).

To proceed with this recommendation, Staff requests that Council 1) conduct a Public Hearing; and 2) adopt the Resolution in Attachment 5 authorizing a PI-Only application be submitted to HCD for the above activities; and 3) approve corresponding budget amendments if the application is awarded.

Recommended Action: Conduct a Public Hearing and adopt resolution approving the submittal of a 2023-2024 CDBG Program Income-Only application in response to the 2023 State Community Development Block Grant Program Notice of Funding Availability, Amendment 1; and approve corresponding budget amendments if awarded funding for the application.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A (\$251,297 in City CDBG Program Income Cash on Hand)

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCES: State CDBG Program

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Craig Schlatter, Community Development Director; Andrea Trincado, Grants Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A2 - Economic Development Element: ED-1.2 Economic Initiatives; ED-10.4 Local Serving Retail; ED-11.4 Sustainable Business Development.

Approved: 
Sage Sangiacomo, City Manager

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



January 31, 2024

MEMORANDUM FOR: All Potential Applicants

FROM: Sasha Hauswald, Deputy Director
Division of Federal Financial Assistance

**SUBJECT: 2023 Community Development Block Grant Program
Notice of Funding Availability – Amendment #1**

The California Department of Housing and Community Development (Department) is announcing the release of an amendment to the Community Development Block Grant (CDBG) Program 2023 Notice of Funding Availability (NOFA) issued on September 29, 2023. The original NOFA was for approximately \$19 million in federal funds for the Community Development Block Grant Program only for applications from projects that remain on the waitlist established for Over-the-Counter projects after the 2019-2020 CDBG NOFA. **This Amendment #1 makes available another \$19 million for Housing, Community Development, and Economic Development Projects in an Over-the-Counter process.**

Funding for this NOFA is available to the state from the United States Department of Housing and Urban Development (HUD), pursuant to the Housing and Community Development Act of 1974, as amended, and 24 Code of Federal Regulation (CFR) Part 570 Subpart I "State Community Development Block Grant Program." These regulations require the state to make funds available to the state's non-entitlement Units of General Local Government (UGLGs). Units of General Local Government are defined by HUD as political subdivisions of the state, which in California are towns, cities, and counties. Only non-federally recognized Tribes can receive funding through applications submitted by non-entitlement Units of General Local Government. No direct funding from the Department can be provided to Tribes, Tribally-Designated Housing Entities, or nonprofits.

To award the balance of available 2023 funding, the Department is amending the original September 29, 2023 NOFA as follows:

1. To make an additional \$19 million available for Housing, Community Development, and Economic Development Projects. Applications for new projects are due on or before **Tuesday, April 30, 2024.**

2. To include in the additional \$19 million available, a 5% set-aside for Colonias as required under Section 916 of the National Affordable Housing Act
3. To include in the additional \$19 million available, a 1.25% set-aside for Non-federally recognized Tribes as required by HSC 50831.

Applicants are encouraged to set-up profiles in the eCivis Portal at [eCivis Portal | Login](#) as early as possible. Profile set-up instructions and other technical assistance can be found in the [eCivis Grants Network External User Manual](#) found on the [Department's CDBG webpage](#) under the "Resources" tab.

Applicants are encouraged to begin the application process early to ensure successful submission before the application deadline. If you have issues logging into the portal or have questions on how to complete the online application, please contact the Department at cdbg@hcd.ca.gov.

To receive CDBG program NOFA FAQs, emails, and other information and updates, please [sign up for emails](#) and check the "Federal Programs" box. **If you have any questions, please submit them to cdbg@hcd.ca.gov.**

All activities in this NOFA are subject to availability of funds and continuing HUD and legislative authority.

Attachments

Community Development Block Grant Program

2023 Notice of Funding Availability



**Gavin Newsom, Governor State of
California**

**Tomiquia Moss, Secretary Business, Consumer
Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community Development**

Division of Financial Assistance, Federal Programs Branch
[Community Development Block Grant Program](#)
2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833
Email: cdbg@hcd.ca.gov

September 29, 2023

Amended January 31, 2024

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II. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) announces the availability of approximately ~~\$49-38~~ million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2023 funding year.

Under this NOFA as amended, \$19 million in CDBG funds are provided as grants to Non-Entitlement Units of General Local Government (UGLGs) for project applications for CDBG-eligible activities that were waitlisted under the 2019-2020 Over-the-Counter waitlist (Waitlisted Projects), and pursuant to this Amendment, another \$19 million in CDBG funds are provided as grants to Non-Entitlement Units of General Local Government (UGLGs) for applications for new CDBG-eligible Housing, Community Development, and Economic Development Projects (New Projects) in an Over-the-Counter process.

All CDBG activities must meet one of the following National Objectives:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums and blight
- Meet certain urgent community needs

The objectives of the CDBG program are to develop viable communities by the provision of decent affordable housing, a suitable living environment, and to expand economic opportunities, principally for the benefit of Low- and Moderate-Income (LMI) persons, families, households, and neighborhoods.

Applicants are expected to plan activities that will reduce disparities and increase racial and socioeconomical equity in their communities. Applicants are to ensure all eligible persons receive equitable access to services, and are served with dignity, respect, and compassion regardless of circumstance, ability, or identity, which includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance abuse vulnerabilities, people with limited English proficiency, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support.

All applications will be reviewed for completeness and compliance with state and federal requirements. Only complete and compliant applications will be eligible for application review, approval, and potential funding.

B. Tentative Estimated Timeline

<u>Original</u> CDBG NOFA and application release	September 29, 2023
Application <u>for Waitlisted Projects</u> opens for submittal	October 30, 2023
Application <u>for Waitlisted Projects</u> deadline	-When funds are exhausted or 60 days from application open date, whichever comes first
HCD announces awards <u>for Waitlisted Projects</u>	Rolling basis (January – April 2024)
Contract Execution <u>for Waitlisted Projects</u>	Rolling basis (March – May 2024)
<u>Expenditure Deadline</u>	-2 years, 9 months from contract execution
<u>CDBG NOFA amendment for New Projects release</u>	<u>January 31, 2024</u>
<u>Application for New Projects Opens for Submittal</u>	<u>March 1, 2024</u>
<u>Application for New Projects deadline</u>	<u>When funds are exhausted or 60 days from application open date, whichever comes first</u>
<u>HCD announces awards for New Projects</u>	<u>Rolling basis (May – July 2024)</u>
<u>Contract Execution for New Projects</u>	<u>Rolling basis (July – September 2024)</u>
<u>Expenditure Deadline</u>	<u>-2 years, 9 months from contract execution</u>

Applications submitted before the application start-open date or after the respective due date or closing date will not be accepted. There will be no exceptions. The Department **recommends Applicants plan to submit their application(s) well before the application deadline** to provide opportunity for troubleshooting if needed.

Each application will be digitally time-stamped upon submittal.

If theis NOFA is undersubscribed, unawarded funds will be made available under the-a subsequent NOFA ~~January 2024 Competitive and Over the Counter NOFA~~. If funds become disencumbered between theis NOFA release and the application deadline, the disencumbered funds will be made available to Waitlisted or New Projects under this NOFA. If disencumbered funds exceed applications, the disencumbered funds will be made available under ~~the January 2024 Competitive and Over the Counter~~ a subsequent NOFA.

C. What is new in this NOFA

This is a limited NOFA.- Funding will only be made available to shovel-ready projects from the OTC-waitlisted projects (~~Waitlist~~Waitlisted Projects) submitted under the 2019-2020 NOFA and new shovel-ready Housing, Community Development, and Economic Development Projects (New Projects). -

- ~~Waitlist-Applicants~~ will have 60 days from the applicable application open date to submit a complete application.
- After the 60-day period, the application will close and no additional applications or changes will be accepted.
- Awards will be made on a first-come, first-served basis.
- Waitlisted Project aApplicants will only be allowed to apply for up to the originally applied for amount of funds. Any cost increases must be covered by other funding sources or scope must be reduced to fit within the available budget. Applicants who applied for funding for a Waitlisted Project may also apply for funds for a New Project.
- Each jurisdiction can apply for one (1) New Housing, Community Development, and Economic Development Projects (New Projects) will be allowed to apply for one (1) application per jurisdiction in an amount not to exceed \$3.253 million.
- All Applicant projects must pass threshold, including sufficiently demonstrating readiness as detailed in the threshold section of this NOFA.
- There is expected to be sufficient funding available to fund all Waitlisted Projects, but projects will only be funded if they meet threshold requirements prior to the application deadline.
- The Standard Agreement term has been adjusted to require full expenditure of funds within 33 months (2 years 9 months), leaving 90 days (3 months) for final reimbursement and activity closeout.
- State Objectives have been removed from the Threshold criteria and have been replaced with questions on how the applied for activity “Affirmatively Furthers Fair Housing” and supports Disaster Resiliency.
- All Applicants and Applicant partners must not be debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, and/or unregistered in SAM from federally-assisted programs. However, submittal of an incomplete or incorrect debarment check will no longer disqualify an Applicant. HCD will work with Applicants to ensure correct submittal of debarment checks for Applicants and all Applicant Partners before award of funds.
- If project/activity is in a public right of way or easement, Applicant must submit an opinion of counsel that all rights, easements, and permits have been obtained.
- Successful Applicants will be subject to requirements of phased

implementation of the federal Build America, Buy America Act (BABA). For 2023 CDBG funds, covered infrastructure projects will have to use iron and steel produced in the United States.

- Applicants will be required to certify participating in the CDBG Application training to apply for funding under this~~the 2023~~ NOFA funding, as amended herein.

D. Authorizing Legislation

Funding under this NOFA is made available pursuant to the Housing and Community Development Act of 1974. This NOFA should be read in conjunction with the following statutes, regulations, and guidelines that establish state and federal CDBG requirements. Relevant legal authorities include, but are not limited to, the following:

- [24 Code of Federal Regulations \(CFR\) §570.480, et. Seq.](#), Federal CDBG Regulations
- [24 CFR Part 58](#), Environmental Review Procedures
- [2 CFR Part 200](#), Uniform Grant Administration Requirements
- [Health & Safety Code \(HSC\) §§50825-50834](#), State of California CDBG program
- [2020-2024 State of California Consolidated Plan](#)
- [2022-2023 State of California Annual Action Plan](#)
- [CDBG Program Guidelines, California Department of Housing and Community Development](#)

If there are changes to federal or state statutes or regulations, other laws governing the CDBG program, or funding is modified by Congress, HUD, the Department, or the state Legislature, these changes may become effective immediately and apply to funded activities under this NOFA.

Note: The Housing and Community Development Act of 1974 (HCDA) is codified as Title [42 U.S.C. §5301, et. seq.](#); thus, those citations are interchangeable and cite the same statute language. For example, the citation of HCDA 105(a)(22) and [42 U.S.C. §5305\(a\)\(22\)](#) are references to the same statute language. For the purposes of this NOFA, we will use the [42 U.S.C. §5301](#) citations for references to the federal statutes.

In administering this NOFA, if there is a conflict between the federal statutes or regulations and state statutes or guidelines, the federal statutes and regulations shall prevail. All activities in this NOFA are subject to availability of funds and continuing HUD and California legislative authority. The Department reserves the right, at its sole discretion and at any time, to rescind, suspend or amend this NOFA and any or all its provisions.

The Department will notify interested parties through listserv emails and by posting notification on the Department website if the Department rescinds,

suspends, or amends this NOFA. This NOFA is not a commitment of funds to any Activity or Applicant.

E. Allocation and Funding

Funds will be allocated in accordance with federal regulations found in [24 CFR §570](#) and state statute, as found in [HSC §50827, et seq.](#) For more information, please reference the [CDBG Guidelines, Section 200](#).

The table below include the estimated percentage of Funding Allocations for the 2023 NOFA, as amended:

Funding Allocation	Percentage	Estimated Dollar Amount
State Operations	3% + \$100,000 <u>of 2023 CDBG Award from HUD Award</u>	\$670,000 <u>\$1,000,000</u>
Local Administration	7%	\$1,330,000 <u>\$2,660,000</u>
Over-the-Counter Awards to 2019-2020 Waitlisted Projects (Infrastructure, Public Facilities, Housing Projects, Economic Development Projects)	90 <u>45</u> %	\$17,000,000
<u>Over-the-Counter Awards to New Projects (Housing, Community Development, and Economic Development Projects Infrastructure, Public Facilities, Housing Projects, Economic Development Projects)</u>	<u>45%</u>	<u>\$17,000,000</u>
<u>Colonias Set-Aside (Section 916 of the National Affordable Housing Act)</u>	<u>Set-aside of 5%</u>	<u>\$1,500,000 (Included in the New Projects funding allocation)</u>
<u>Non-federally recognized Tribes Set-Aside (HSC §50831)</u>	<u>Set-aside of 1.25%</u>	<u>\$375,000 (Included in the New Projects funding allocation)</u>

***Note:** The amount of total funding available and the allocations of those funds are only estimates and are subject to change without notice. Funding awarded through this NOFA will have a 33-month (two (2) years and nine (9) months) expenditure and liquidation period.

Awards for New Projects will be limited to \$3.253 million per application, limit one (1) application per Jurisdiction, -except jurisdictions applying on behalf of a Colonia or a non-federally recognized Tribe which may additionally apply for funds under those set-asides allocations.

F. Definitions

Except as otherwise defined herein, all defined terms have the meaning set forth in [42 U.S.C. §5302\(a\)](#), [24 CFR Part 570](#) and the [State CDBG Guidelines](#).

III. Program Requirements

All Program Requirements, Application, Application Threshold, and Initial Requirements set forth in Sections III-V must be met. Failure to ~~include~~ timely satisfy all of the requirements will result in disqualification.

A. Eligible Applicants

Only non-entitlement Units of General Local Government such as cities, counties and municipalities that had a ~~waitlisted Over-the-Counter application~~ Waitlisted Project under the 2019-2020 NOFA or are submitting an application for a new Community Development, Housing, or Economic Development Project are eligible to apply. Waitlisted Project Applications can only be submitted for previously-applied for waitlisted projects that have not yet been funded. Federally-recognized Tribes, non-federally-recognized Tribes and nonprofits may receive assistance only by entering into a subrecipient agreement*, a Memorandum of Understanding, or a contract with an eligible Applicant.

*A subrecipient agreement is a written agreement in effect for each subrecipient before giving out any CDBG funds and remaining in effect for the period during which a subrecipient has control over any CDBG funds, including Program Income. At a minimum, a subrecipient agreement must contain content required by the federal CDBG regulations at [24 CFR §570.503](#).

B. Non-Entitlement Status

CDBG program funds are provided as grants to Non-Entitlement Units of General Local Government (UGLGs). These UGLGs are encouraged to partner with federally- and non-federally recognized Tribes, districts, agencies, nonprofit service providers, and other community organizations, whenever appropriate, to prepare and submit applications for CDBG funding, and to administer and complete CDBG-funded programs and projects.

Incorporated cities located in an urban county as defined by [42 U.S.C. §5302 \(a\)\(6\)](#) must formally elect to be excluded from participation in the urban county entitlement status. HUD and the Department must be notified that the city has elected to be excluded from the urban county participation as per [24 CFR 570.307\(g\)](#) for it to be eligible for the state CDBG program. Only eligible activities from eligible Applicants will be considered for an award.

Applications for eligible activities outside the Applicant's Jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG program and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

C. Housing Element Compliance

As per [HSC §50829](#), the Applicant must submit a draft or adopted housing element to the Department in accordance with the requirements listed in [Government Code \(GC\)](#)

[§65580, et seq.](#), and [GC §65585](#) (see Appendix B) prior to an award being granted. ~~Per CDBG Guidelines, Section 202(d)(1), by the time of award funding, the applicant must have complied with all the Housing Element requirements listed in H.S.C. 50829 and 50830. Applicants that fail to comply with all the Housing Element requirements listed in H.S.C. 50829 and 50830 at the time of award w are ineligible for funding through the state CDBG program. Eligibility cannot be restored until the Applicant has met such requirements.~~

D. ~~Wh~~Growth Control Limitations

Applicants that have adopted growth controls, including, but not limited to, restrictions on residential building permits and residential buildable lots, that do not meet the exception criteria in [HSC §50830 \(b\) and \(c\)](#) are ineligible for funding as per [HSC §50830](#). Applicants intending to apply for CDBG funds are required to submit a signed 2023 CDBG Application Certifications and Statement of Assurances form that certifies the Applicant has not adopted any residential growth controls or adopted residential growth controls meet the applicable exception criteria. Failure to submit an executed Application Certifications and Statement of Assurances at the time of application will result in Applicant ineligibility.

E. Application Submittal

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

- An eligible Applicant may apply on its own behalf.
- An eligible Applicant may apply on behalf of one or more other eligible Applicants.
- Two or more eligible Applicants, which share an activity, may submit a joint application.
- An eligible Applicant may apply on behalf of an eligible subrecipient including a non-federally recognized Tribe or nonprofit.
- Awards for Waitlisted Projects will be limited to the amount previously applied for under the 2019-2020 NOFA.
- Awards for New Projects will be limited to one (1) application per jurisdiction in an amount not to exceed \$3.253 million.
- —
- In addition to Activity and application limits identified in the ~~is~~ NOFA, an eligible Applicant may apply for activities in service areas within or outside of the Applicant's Jurisdiction when the Applicant is applying for funds set aside by the California State Legislative for non-federally recognized Tribes ([HSC §50831](#)) and/or Colonias.
- ~~Awards will be limited to the amount previously applied for under the 2019-2020 NOFA.~~

F. Limits for Administration and Planning

1. Program Administration

The Department can use 3% of total funding for administration costs.

2. General Administration

Applicants may request up to a flat 7% of the total CDBG grant funding requested by that Applicant for General Administration (GA). GA costs may include, but are not limited to, the following categories:

- Salaries, wages, and related costs of the Grantee's staff engaged in activities associated with the general administration of the CDBG program, including general management, general legal services, accounting, and auditing.
- Travel costs incurred in carrying out the general management of the program.
- Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and ad services.
- Costs for goods and services related to the general management of the program, including rental and maintenance of office space, insurance utilities, office supplies, and rental or purchase of office equipment.
- Costs incurred in providing information and resources to individuals, families, and households in the LMI group, and to citizen organizations participating in the planning, implementation, or assessment of the Grantee's program.
- Administrative funding can also be used for fair housing activities in compliance with the requirements of state [CDBG Guidelines §103](#).
- Completion of the NEPA Environmental Review Record for General Administration Activities (GA NEPA)
- All costs must be reasonable, necessary, allocable and otherwise allowable in relation to the administration of the CDBG award and in accordance with [2 CFR 200 Subpart E](#).
- If a cost cannot be associated with one of the above listed groups and cannot be associated with direct project costs, the Department will, upon the Grantee's request, review and determine whether it is an administrative cost, an Activity Delivery cost, or an ineligible cost according to [24 CFR §§570.489](#) and [§570.482](#).

The calculation to determine the maximum allowable General Administration amount is the amount of Activity expenses plus Activity Delivery expenses, multiplied by 7%.

Applicants may elect to assign more funds to Activity costs and take less than the 7% as their GA allocation.

GA for Program Income (PI) funds is **17% of the annual PI receipts for the most recently completed HCD Program Year (e.g., for PY 2023, receipts PY 2022 (July 1, 2022 – June 30, 2023)).**

For project budgets with both grant award and PI as funding sources, please identify how much GA will be from each source to ensure that GA stays within the appropriate program caps.

G. Activity Delivery

Activity Delivery Costs (ADCs) are any allowable costs incurred by the grantee for implementing and carrying out eligible CDBG activities that are separate from the cost of the actual activity (construction reimbursement, Economic Development loan payments, substance payments, etc.). All ADCs are allocable to a CDBG-eligible activity that meets a National Objective, including all costs integral to the delivery of the final CDBG-assisted activity. ADCs are not Administration or funds used for the general operation of CDBG programs, but rather the costs incurred to achieve the specific eligible activity and meet a National Objective. ADCs may include, but are not limited to:

- Costs for completing a project-specific environmental review and publication.
- Engineering/design/architectural services for the specific project
- Marketing for the specific CDBG program
- Applicant intake/assistance, staff time to sit with applicants to fill out an application or collecting income and application documentation.
- Completing reports or meetings for the specific CDBG grant

HUD does not establish a maximum ADC percentage, as the level of effort and reasonable costs for ADCs will vary by program type, location, and scale. While HCD is not establishing an ADC cap in this NOFA, this section is designed to provide grantees with guidance to ensure program costs and ADCs are reasonable and necessary. Past HUD trainings have indicated, that in general ADCs costs between 15-25%, are reasonable for most CDBG programs. This range can be considered a safe harbor for reasonable ADCs. However, there may be times when significant investment in outreach, application assistance, complex environmental mitigation, etc. could significantly increase the ratio between ADCs and Activity Costs. Grantees must ensure that proper documentation demonstrating that ADCs are cost reasonable and necessary is included in the program file if the ratio of those costs is outside of this safe harbor range.

ADCs are generally eligible as pre-agreement costs provided that the initial funding

for those costs is identified as a temporary funding source (such as a loan from a local fund whereby the loan is float-funding the CDBG Activity pre-agreement costs, but such costs must be repaid so that the temporary loaned funds may be used as originally intended) and that the costs are budgeted to be part of the CDBG Activity.

Note: ADC is NOT a separate category when completing the Budget in the eCivis Portal. If budgeting for ADC, ADC should be a line item under the “Activity” category for the Budget when completing the application.

H. Insufficient Demand

If there is insufficient demand under this NOFA, HCD will make the unused funding available under a subsequent NOFA.

I. Eligible Activities

For a complete list of eligible activities allowed under the HCDA, go to [42 U.S.C. §5305](#) and [Chapter 2](#) of the current version of the CDBG Grants Management Manual which is found on the CDBG page of HCD’s website.

J. Application Limits

Pursuant to both federal and state laws all CDBG costs must:

- (1) be eligible;
- (2) be necessary;
- (3) be reasonable;
- (4) demonstrate no duplication of benefit;
- (5) not be used to supplant local or state resources; and
- (6) be guarded against fraud

Each ~~J~~jurisdiction can submit applications ~~only~~ for the projects waitlisted under the 2019-2020 Waitlist (a Waitlisted Project) and for no more than one (1) application for a New Project during this NOFA cycle. The maximum award amount per jurisdiction is the amount previously applied for under the 2019-2020 NOFA for a Waitlisted Project, plus \$3.253 million for a New Project application. The \$3.253 million per jurisdiction limits do not apply to Colonias and Native American set-asides. Program Income (PI) included in an activity budget does not count against the ~~J~~jurisdiction’s maximum award limits.

Each ~~-~~Project must have a unique application with a complete budget, National Objective, scope of work, and milestone timeline.

Applicants are encouraged to review the sample draft Standard Agreement in

Appendix E as a sample of the applicable terms and conditions required for CDBG funded activities. The form and content of the sample draft Standard Agreement is subject to revision without prior notice.

IV. Application Requirements

A. National Objectives

CDBG-funded activities must meet one of three National Objectives:

- Benefit LMI persons
- Aid in the prevention or elimination of slums or blight
- Meet an urgent need

At least 70% of the funds awarded must benefit LMI individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest income-eligible group. Individual activities must meet one of the following National Objectives which are defined and described in detail in [Chapter 2](#) of the CDBG Grants Management Manual:

1. Low- to Moderate-Income
2. Slums and Blight on an area basis (SBA) and on a spot basis (SBS)
3. Urgent Need

For the purposes of this NOFA, no Urgent Need applications will be accepted through the NOFA application process without prior Department approval. If you have a program or a project that meets the criteria of Urgent Need, as established by [24 CFR §570.483\(d\)](#) and you believe your proposed project or program must use Urgent Need as a National Objective to be program eligible, please contact your Department representative for further instructions.

Special requirements apply to Urgent Need. Please contact the Department for more information.

B. Milestones

All CDBG program-funded activities must be timely implemented in accordance with the milestones defined in the Standard Agreement. Applicants must include at least five (5) milestones per Activity application. The first and last milestone and the eExpenditure dDeadline will be prepopulated and cannot be edited by Applicants, nor can they be changed without a contractual signed amendment to the Department's Standard Agreement:

- First Milestone: Activity Initiation. Must be completed no later than 60 days from ~~contract execution~~ the Effective Date of the Standard Agreement.
- Milestone Two: [populated by Applicant – examples below]
- Milestone Three: [populated by Applicant]
- Milestone Four: [populated by Applicant]
- Final Milestone: Activity closeout (must be completed no later than 90 days after the Expenditure Deadline.)

Additional milestones are optional, though encouraged for best practice of Activity implementation. Milestones may be adjusted for delays in application review and Standard Agreement execution. Applicants are encouraged to evaluate feasibility of meeting milestones and build time for unexpected delays into the milestone schedules. Milestones may not extend beyond the ~~Term of~~ the Standard Agreement. All milestones proposed by Applicants are subject to the review and approval of the Department in its discretion.

TIP: The Department realizes that Applicants' proposed milestone dates are estimates. Instead of using an actual date for all optional milestones, please put a time frame.

For example:

Milestone Two: First submittal of a request for reimbursement no later than XX days from the effective date of the Standard Agreement~~contract execution~~.

Milestone Three: 50 percent completion no later than XX days from the Effective Date of the Standard Agreement~~contract execution~~.

Milestone Four:- Final Building Permits issued no later than XX days from the Effective Date of Standard Agreement

These milestones ~~can~~may be updated by your CDBG representative if changes ~~are needed~~ to be made.

C. Conditions

Applicants and awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to and conditioned upon the ongoing availability of funds, as well as the continued authority of the Department to operate the CDBG program. In the event that funds are not available, the CDBG Program or Act

under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above.

This NOFA is not a commitment of funds to any Activity or Applicant.

V. Application Threshold and Initial Requirements

All applications are required to pass threshold requirements. Over-the-Counter applications that do not meet threshold will not be reviewed for award and will be immediately disqualified.

The Department **strongly recommends** a careful review of the application and application instructions **PRIOR** to beginning the application.

A. Threshold Requirements

The following threshold requirements must be met at the time of application:

1. Applicant must be an **Eligible Applicant as defined under Program Requirements of this NOFA.**
2. Applicant must demonstrate to the satisfaction of the Department that it is compliant with the financial management requirements of [2 CFR §200](#).
3. Applicant must provide the Department with its most recent single audit (as submitted to the State Controller's Office), if applicable. **If the Applicant had or has single audit findings identified in the audit, the Applicant must include the remediation plan/agreement; the Applicant will be deemed ineligible for funding through the CDBG program until the findings are resolved or a remediation plan or agreement is established. Any and all single audit findings are included in this evaluation.**

This requirement is **not** limited to federal funds administered by the Department. If an Applicant is not subject to single audit requirements, the Applicant is not required to submit an audit.

If an Applicant is not required to submit an annual single audit, **they must provide a certification to such affect.**

4. Applicant must submit evidence of site control in accordance with [24 CFR §578.25](#).
 - a. If securing federal funding is contemplated for any stage of a

project at the time a project site is acquired, grantee must complete a NEPA environmental review record prior to completing the acquisition. **Failure to do this will result in a choice limiting action, which prohibits the project from receiving any federal funds in the future.** If a site is to be acquired for a CDBG-funded project, regardless of whether CDBG funds are used for acquisition or development and construction, acceptable evidence of site control will be a conditional purchase contract that is contingent on completion of a NEPA environmental review record and securing federal funds.

- b. Construction-related activities must have documented site control for the year in which the application is submitted and for the duration of the Standard Agreement. Public facilities are subject to a five-year no change in use restriction. This restriction will be recorded against the property, will runs with the land, and remains in effect regardless of the ownership of the property.
 - c. If project/activity is in at the public right of way or easement, the grantee must submit an opinion of counsel that all necessary rights, easements, and permits have been obtained.
 - d. If site control is expected to expire during the open activity period, the Applicant must document that either an alternative site will be made available or that the activity operators intend to extend or renew the site control on the existing site. All activities will need to provide proof of intent to extend site control and submit documentation upon site control extension. Site control must be maintained through the operation period of the activity.
 - e. Acceptable evidence of site control include: a conditional purchase agreement or enforceable option for projects involving acquisition, a deed or lease, or a title report showing ownership of the property vested in the- applicable entity.
5. Applicant must submit the fully executed Certifications and Statement of Assurances (see Appendix D), including but not limited to, using the current form, including the Jurisdiction's name, initialing all pages [where applicable], and completing the last page. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

6. Pursuant to [24 CFR §570.486](#), Applicants must follow CDBG Public

Participation regulations. Applicants must provide documentation that the [Citizen Participation Plan](#) requirements have been met. Note that previously-conducted public hearings when applications were submitted under the 2019-2020 NOFA will not satisfy this requirement. A new public hearing that references the current NOFA cycle must be conducted to satisfy this requirement. Documentation must include proof of public noticing, information provided during the public hearing or public meeting, and public comments received during the public participation, including Jurisdiction responses to comments. Additional information about public participation requirements can be found in [CDBG Grants Management Manual Chapter 4](#).

6.7. Applicant must submit a completed Authorizing Resolution **using the required Department-approved Authorizing Resolution form, which has been duly** ~~and~~ approved by the Applicant's governing board. The Authorizing Resolution designates a person or persons responsible for, and authorized to, execute and deliver all documents related to the application of CDBG funds and, if awarded, the execution of a Standard Agreement with the Department.

Please see Appendix C for ~~instructions for completing the resolution along with~~ the Department-approved Authorizing Resolution form as well as instructions on how to complete it.

If a governing body must prepare a separate resolution concurrently that conforms to its local standard, it may do so **in addition to** preparing the ~~Authorizing R~~esolution form provided by the Department. **Applicants must submit their approved resolutions on the form provided by the Department by the application due date. Failure to provide an acceptable resolution at the time of application will result in a delay executing the Standard Agreement.**

7.8. Applicant must submit the required [Government Agency Taxpayer ID \(TIN\) Form](#) found in the Files tab of each program solicitation. The submitted TIN form must include FEIN, accurate payment information to be complete, and must not have been signed more than one (1) year before submission.

8.9. Applicant must complete CDBG budget found in the Grants Network portal. Required budget information includes direct costs only. Direct costs for Activity, GA, and Program Income, if applicable, must be completed and clearly identified. Do **not** include any information on indirect cost, match, or cost share.

9.10. Applicants must submit a Sources and Uses Chart which evidences the commitment of all funds required to complete the applied for CDBG project

or program. The application will guide Applicants that are using multiple funding sources to upload a comprehensive Activity Sources and Uses Chart. Grantees may use their own form or the template Sources and Uses Chart found in the Files tab of each solicitation. Evidence of commitment of any funding sources other than CDBG needed for a project to be feasible must be uploaded at application.

~~40.~~11. Pursuant to [24 CFR Part 5](#), all CDBG Applicants are required to verify they and their principals, or any/all persons, contractors, consultants, businesses, subrecipients, etc., that are conducting business with the Applicant are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Applicants and their partners, contractors, consultants, and subrecipients must register with the [System for Award Management \(SAM\)](#) to do business with the U.S. government and have debarment checks that return a registration status of “Active” and “No Active Exclusion Records” under the Exclusion Summary. See [Chapter 5](#) of the CDBG Grants Management Manual for additional guidance.

~~41.~~12. The Department will not award any CDBG program funds to Applicants and Applicant partners, including contractors, subrecipients, and consultants that are debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, and/or unregistered in SAM from federally-assisted programs. Applicants are not required to perform debarment checks on individual Applicant or partner employees or individual persons unless that person is acting as a contractor, consultant, subrecipient, or program partner and will be receiving payment directly from CDBG funds. Debarment checks for Applicant and all applicant partners must be completed before award of funds.

~~42.~~13. The Applicant must answer the questions regarding Affirmatively Furthering Fair Housing and Disaster Resiliency in the application form.

~~43.~~14. Pursuant to the National Environmental Policy Act of 1969 (NEPA), Environmental Standards must be met. Applicant must demonstrate compliance by submission of fully complete, current, and applicable Environmental Review Record forms and supporting documentation. Required NEPA process, training, and current forms are available on the [HUD Exchange](#) under the ‘Formats’ option. Additional HUD guidance can be found at the [Orientation to Environmental Reviews](#) page also on the HUD Exchange and in [Chapter 3](#) of the CDBG Grants Management Manual.

~~14.15.~~ If Applicants intend to use CDBG funding for GA Activities, a GA NEPA Environmental Review Record must be submitted, specifying the applicable exemption in [24 CFR §58.34\(a\)](#).

~~15.16.~~ All construction projects applying for funding under this NOFA must submit the following documentation demonstrate -of readiness at the time of application, - including but not limited to, the submission of the following items:

- a. Independent Cost Estimate
- b. Completed NEPA Environmental Review Record for the project
- c. Bid-~~R~~ready Plans and Specs
- d. Certification from Engineer that Plans and Specs are bid-ready
- e. Certification from City that bid docs are ready
- f. Construction timeline
- g. Demonstration and Certification that Jurisdiction has the capacity and knowledge to manage the project
- h. Demonstration and Certification that Developer mustis be experienced

~~16.~~

D.B. Application and Activity Requirements

1. Compliance with federal cross-cutting requirements:
At time of application submission, all applications must comply with and provide documentation of HUD's federal cross-cutting requirements found at [24 CFR §570.600, et seq](#), and summarized in Section XI: Federal Program Requirements of this NOFA.
2. Application verification:
Applicants must certify upon submission that their application is true and correct to the best of their knowledge: ~~the required application input fields, attachment uploads, and budget(s).~~ **Selecting an input field or uploading a blank document to circumvent the application requirements invalidates the application certification and will result in immediate disqualification.** Applicants that intentionally input false information or that intentionally upload blank documents will have their good standing with the Department revoked and may be determined to be ineligible for other Department funding. Applicants are warned that intentionally providing false information to the Department may constistute is-fraud.
3. Applicants must submit their own applications:
Applicants are ultimately responsible for what is submitted at application, even if the application was prepared by a consultant. Applicants that rely on consultants or grant writers to prepare the CDBG application must carefully

and thoroughly review the application for completeness and correctness prior to submittal. All documents requiring signature must be executed by the Authorized Representative identified in the Applicant's Authorizing Resolution.

4. Timely Submittal:

Applicants are strongly encouraged to give plenty of time for submitting prior to the application cutoff date and at least several hours prior to the cutoff time.

If an input field, upload requirement, or application component is not functioning correctly, or if there are system outages or other system failures prior to submittal, please contact cdbg@hcd.ca.gov as soon as possible prior to the cutoff time to document the issue so that applications are not disqualified due to technical difficulties. Failure to contact the Department with system issues will not exempt Applicants from application verification requirements.

5. Gap funding:

CDBG is intended to provide stop-gap funding for crucial infrastructure, public safety, housing, and social service projects. CDBG funds may not be obligated to Activities that are documented to already have sufficient funding for the Activity as described, or that have identified multiple funding sources for the same costs, resulting in overfunding of the Activity. **CDBG funds must be “but-for” funding for every Activity and may not be used to supplant local or state resources.** CDBG grant funds cannot be used to replace funds that have been budgeted and/or expended from another funding source for the same Activity (i.e., there cannot be any Duplication of Benefit.) Pre-agreement costs are generally eligible provided that the initial funding for those costs is identified as a temporary funding source (such as a loan from a local fund wherein the loan is float-funding the CDBG Activity pre-agreement costs, but such costs must be repaid so that the temporary loaned funds may be used as originally intended) and that the costs are budgeted to be part of the CDBG Activity.

5.6. Good Standing:

The Applicant, and any co-Applicant, together with all respective affiliates, must be in good standing with the Department (i.e. are current on all loan and/or grant obligations, have a satisfactory past performance history in all their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements). Applicants not meeting the foregoing requirements shall be ineligible to apply for or receive funding under this NOFA.

6-7. Article XXXIV:

Applicants engaging in low-income housing project activities that are subject to [Article XXXIV](#) of the California Constitution must show that the project approval process complies with [Article XXXIV](#) requirements. The state statutes implementing [Article XXXIV](#) can be found at [HSC §37000](#). Exceptions to [Article XXXIV](#) can be found at [HSC §37001](#).

7-8. Racial equity:

Applicants should prioritize the advancement of racial equity in all CDBG programs and across systems and units of government in the Jurisdiction. The Department asks Applicants to be leaders in the community, facilitating partnerships among service organizations, housing providers, units of government, businesses, the homelessness response system, and other partners to promote racial equity practices.

All Applicants must identify the work performed to ensure racial equity in access to programs, projects, and activities funded with CDBG resources. Applicants must commit to analyzing disproportionality in access to housing, access to services, quality of service provision, and desired outcomes in Programs and Projects and affirmatively further equitable access, quality of service provision and outcomes for protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/ Latinx, Asian, Pacific Islanders, and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, and homelessness.

Applicants cannot simply rely on delivering a standardization of services to address equity. Applicants must commit to reviewing their current policies and procedures and examining available data to ensure all eligible persons receive equitable services, and support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity. See Appendix B of the CDBG Grants Management Manual (pending publication) for Best Practices to Advance Equity and Accessibility.

When applying for 2023 CDBG funds, Applicants should consider:

- What are the community's racial demographics and the demographics of those experiencing homelessness, housing, and economic insecurity?
- What are the outcomes of the CDBG programs based on race? What are the requirements for all sub-grantees to look at data to determine racial disparities and then put a plan in place to address

them?

- How do underserved and marginalized communities learn about and access the CDBG program? What marketing and communication strategies are used to increase equitable access to CDBG programming?
- How does the grant-making process include prioritization for programs that are addressing the disproportionate impacts that housing insecurity, homelessness, economic insecurity, lack of access to equitable health care, and COVID-19 has on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities?
- How are the voices of Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities and those having lived with the experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing these challenges? How are they involved in the funding decision-making process?
- How are these funds accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs? How would these funds address the capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

At application, applicants should provide a list of organizations with which the jurisdiction has partnerships that are addressing racial equity in the housing and homelessness response system, the Economic Development sector, and the health care sector and describe how you partner with them.

The Department will require successful Applicants to submit related racial and ethnic data metrics of their CDBG programming on a **quarterly reporting basis**.

VI. Application Review

All applications that pass the threshold evaluation phase will be reviewed for Activity eligibility. Activities that do not meet program eligibility requirements will be disqualified for funding.

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the

provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. This includes, but is not limited to, authorizing an eligible increase in funding to any Applicant after the Department makes an award under this NOFA.

VII. Award Recommendations

Applications that are eligible, complete, timely submitted, and that satisfy all threshold requirements may be recommended for funding, subject to the availability of funds for the activity(ies) applied for. Applicants recommended for award will officially be notified of awards via an award letter sent via email. Subsequently, the grantee will receive award notification through the eCivis Grants Network. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards or that fail threshold will be officially notified via email that their application was not awarded or failed to pass threshold. The Final Award List will be posted on the Department's CDBG webpage. Applicants may request a copy of their application reviews after the review has been completed and the Applicant has been notified of the results.

VIII. Application Submission

A. Workshops

The Department is conducting a series of both live and pre-recorded application workshops. These workshops will include training on:

- Resolutions: What is required and why
- How to complete the correct level of Environmental Review
- How to pull a debarment check
- How to complete the eCivis Grants Network Budget
- How to pick the correct National Objective
- How to pick the correct Matrix Code
- How to write a narrative
- How to address racial equity in your CDBG funded projects and programs
- ~~How to complete the September 2023 NOFA Application~~
- September 2023 NOFA review
- CDBG 2023 NOFA Amendment #1 Review

Applicants are required to attend these virtual workshop sessions. If they are unable to attend the live virtual workshop, Applicants must certify that they have reviewed these workshops on the CDBG website. This website also provides

Training and Technical Assistance materials on the CDBG program, the CDBG Program Redesign, using Grants Network, and preparing a CDBG program application in Grants Network.

Please visit the Department's [website](#) for upcoming information.

B. Submission Process

Applicants must follow instructions in this NOFA, the online application, and the CDBG program Guidelines. The Department strongly encourages Applicants to have all required documents on hand when completing the application. Failure to follow instructions and **timely** submit all required documentation **may result in disqualification**. Once submitted, applications must stand on their own. It is the Applicant's responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information but are unable to accept any new documentation that would provide an unfair advantage over other applications. It is **strongly** recommended that all documents be reviewed and saved to their own electronic files PRIOR to submission.

The CDBG Application and all required attachments must be submitted to the Department through the [eCivis Portal](#). Applicants must certify that all information is true and complete to the best of their knowledge, under penalty of perjury. Per [83 FR 5848](#) "Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §287, 1001 and 31 U.S.C. §3729."

Applicants that do not have an account with the eCivis Portal should create an account through the eCivis website. Use the "Create an account" option to initiate a profile. See the available [training on](#) the CDBG webpage to learn how to open an account. There is no cost associated with an eCivis Portal account.

C. Applicant Responsibility

It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity to ensure that each and every requirement of those funding sources is compatible with all Department program requirements and restrictions. Incompatibility of funding sources may result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by Department in its sole and absolute discretion.

D. Disclosure of application

Information provided in the Application will become public record available for review by the public pursuant to the California Public Records Act ([GC §7920, et. seq.](#)). As such, the Department may disclose any materials provided by the Applicant to any person making a request under this Act, without prior notice to the Applicant. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally-identifying information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department's disclosure of the Applicant's material upon receipt of a Public Records Act request and without advance notice to the Applicant.

IX. Appeal Criteria and Process

A. Appeal process and deadlines

To lodge an appeal, Applicants must submit to the Department a written appeal by the filing deadline set forth below, which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area(s) of the Application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be accepted if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

All Appeals must be submitted to the Department via email at
cdbq@hcd.ca.gov

PLEASE do not send Appeals to Department staff directly.

Emails to the email address listed above will be accepted so long as the email time stamp is prior to the appeal deadline.

Filing Deadline: Appeals must be received by the Department no later than ten (10) business days from the date the Department notifies the Applicant that their application has failed to meet eligibility, threshold, or was not timely submitted. Late appeals will not be reviewed.

E.B. Appeal decisions

It is the Department's intent to render its decision in writing within fifteen (15) business days of receipt of the Applicant's written appeal. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department with respect to the appeal.

F.C. Effectiveness

If the applicable statutes and/or Guidelines governing the CDBG program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

X. Awards announcement and grant implementation

A. Awards announcements

The Department anticipates that Waitlisted Project awards will be announced no later than April 31, 2024 and that New Project awards will be announced no later than July 31, 2024. OTC awards will be announced on a rolling basis as applications are approved for funding. All awards are subject to availability of funds and compliance with all applicable legal requirements of the Program. Until awards are announced, the CDBG staff will not be able to discuss applications or the status of applications.

B. Standard Agreements

Successful Applicants (awardees) will enter into a Standard Agreement with the Department. A draft, sample Standard Agreement is included as Appendix E to this NOFA. The Standard Agreement contains all the relevant state and federal requirements, Activity performance and management requirements, and disbursement requirements. The form and content of the sample draft Standard Agreement is subject to revision without prior notice. A condition of award will be that a Standard Agreement must be executed by the awardee within 30 days (contracting period) of the awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period may result in award cancellation. Award cancellations are final.

To ensure that the Standard Agreements are being sent to the correct individual, **Applicants MUST complete ALL required sections of the profile section of the application and must let HCD know in writing if the contact information has changed since the time of application submittal by emailing cdbg@hcd.ca.gov.**

XI. Federal program requirements

A. Federal Cross-Cutting Requirements

The CDBG program is administered under the rules and regulations promulgated

primarily in [24 CFR §570.600, et seq.](#) These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Grantees of the state CDBG program.

The following is a list of some of the most commonly applicable federal cross-cutting requirements. This is not an exhaustive list.

- Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
- Labor Standards (Davis-Bacon and related laws)
- Achieving a HUD National Objective
- Public participation requirements
- Fair Housing and Affirmatively Furthering Fair Housing
- Equal Opportunity and Non-Discrimination in federal Grant Programs
- Federal Procurement Guidelines
- National Flood Insurance Program compliance
- Relocation and displacement requirements
- Employment and Contracting Opportunities Section 3 Compliance
- Lead-based paint requirements
- No use of debarred, ineligible, or suspended contractors or sub-recipients
- Uniform Administrative Requirements and Cost Principles
- Conflict of interest prohibitions
- Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
- Compliance with Eligibility Restrictions for certain resident aliens
- Federal reporting requirements
- Grant and subrecipient monitoring requirements
- Build America, Buy America Act (BABA) requirements

G.B. Build America, Buy America Act (BABA)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for federal programs that permit federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy

America (BABA) provisions of the Act, [41 U.S.C. 8301](#). Note, while HUD has issued a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" ([87 FR 26219](#)), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Additional details on fulfilling the BABA requirements can be found [at on HUD's website -Build America, Buy America \(BABA\).](#) ~~and will be provided by HUD prior to the expiration of the waiver and full implementation of BABA.~~

~~Additional direction will be provided when [the same is made available by HUD.](#)~~

D.C. Relocation Plan Requirements

Applicants engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Applicants must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants must include relocation costs in project budgets.

Applicants must provide relocation assistance to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Grantee will enforce and manage the project's relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

E.D. Procurement

Pursuant to [24 CFR §570.489\(g\)](#), all Grantees must comply with federal procurement requirements. The Department will review the Grantee's procurement documents for services (*i.e.*, administrative sub-contractor, Davis- Bacon consultant, etc.) at time of monitoring or upon [the Grantee's](#) request.

Requirements for federal procurement can be found at [2 CFR §200.317-327](#). Applicants are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

F.E. False, Fictitious or Fraudulent Claims

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under [18 U.S.C. §287](#), [1001](#) and [31 U.S.C. §3729](#).

G.F. Detecting, Preventing, and Reporting Fraud

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused. The Department wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

H.G. Combatting Fraud

The HUD Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone; they rely on Department and CDBG NOFA Applicants to combat CDBG program fraud.

HUD also relies on Applicants for, and people receiving, HUD benefits, such as: tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is [1-800-347-3735](tel:1-800-347-3735). This is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or Whistleblower related matters for the CDBG program to the OIG.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDGB program, anyone working in the CDBG program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

By email to: hotline@hudoig.gov

By phone: Call toll free: 1-800-347-3735

By fax: 202-708-4829

By mail: Department of Housing & Urban Development

**HUD OIG, Office of Investigation, Room 1200
Field Office**

One Sansome Street
San Francisco, CA 94104
[\(213\) 534-2518](tel:(213)534-2518)

**HUD OIG, Office of Investigation
Suite 4070**

Regional Office
300 North Los Angeles Street
Los Angeles, CA 90012
[\(213\) 534-2518](tel:(213)534-2518)

I.H. Whistleblower Protection Acts

(Federal Whistleblower Protection Act ([5 U.S.C Section 2302\(b\)\(8\)](#)))

The Federal Whistleblower Protection Act (WPA) protects employees from retaliation for making protected disclosures. The WPA also provides penalties for supervisors who retaliate against Whistleblowers.

1. A disclosure is protected under the WPA if the employee discloses information the employee reasonably believes to be evidence of:
 - a. a violation of any law, rule, or regulation,
 - b. gross mismanagement,
 - c. a gross waste of funds,
 - d. an abuse of authority, or
 - e. a substantial and specific danger to public health or safety.
2. In general, an employee or applicant may make a protected disclosure to anyone, including non-governmental audiences, unless the information is classified or specifically prohibited by law from release. Options for making a protected disclosure include:
 - a. Informing a supervisor or someone higher up in management,
 - b. Submitting a complaint to the OIG by emailing the OIG at oig@ftc.gov,
 - c. Filing a complaint with the [Office of Special Counsel](#) (OSC) <http://www.osc.gov/>

The California Whistleblower Protection Act (Title 2, Division 1, Chapter 6.5, Article 3.5, Gov. Code §§ 8548-8548.5)

The California Whistleblower Protection Act authorizes the California State Auditor to receive complaints from state employees and members of the public who wish to report an improper governmental activity. **An "improper governmental activity" is any action by a state agency or any action by a state employee directly related to state government that:**

- (1) Violates any state or federal law or regulation,
- (2) Violates an Executive Order of the Governor, a California Rule of Court, or any policy or procedure required by the State Administrative Manual or State Contracting Manual, or
- (3) Is economically wasteful or involves gross misconduct, incompetency, or inefficiency. Complaints received by the State Auditor are confidential, and the identity of the complainant may not be revealed without the complainant's permission, aside from to an appropriate law enforcement agency conducting a criminal investigation.

There are many ways to file a complaint:

1. By Telephone:

You may call the Whistleblower Hotline at (800) 952-5665 to file a complaint by talking to one of the State Auditor's employees. The hotline generally is staffed Monday through Friday from 8:00 a.m. to 5:00 p.m. If you call when the hotline is not being staffed, or staff is occupied with other calls, you may leave a voicemail message requesting a return call.

2. By Mail or Facsimile:

You may file a complaint in the form of a letter to the State Auditor addressed as follows:

Investigations
California State Auditor
P.O. Box 1019
Sacramento, CA 95812

Or you may fax the letter to the State Auditor at (916) 322-2603.

As an alternative, you may complete the electronic version of the complaint form (which is available on the State Auditor website at auditor.ca.gov), print it out, and return it by mail or facsimile as stated above.

3. Online:

Although the State Auditor does not accept complaints by e-mail, you may file a complaint online at <https://www.auditor.ca.gov/contactus/complaint>

The State Auditor will not undertake an investigation unless there is a basis for believing that your complaint has sufficient merit to warrant spending resources on an investigation. Your complaint should therefore include:

1. A clear and concise statement of what you are alleging to be improper activity and why you believe it is improper.
2. The name or other information that clearly identifies the person you are alleging has acted improperly and the department where that person works.
3. The names and contact information for any witnesses who can confirm the truth of what you are saying.
4. Copies of any documents that will support what you are saying. (You should not submit original documents, as they cannot be returned.)

XII. LIST OF APPENDICES

Appendices are located in the eCivis Grants Network under the 'Files' tab on within each specific program solicitation.

Appendix A: Non-Entitlement CDBG Units of Local Government Census and American Community Survey Data Need Scoring (Not applicable for the September 2023 NOFA)

Appendix B: Housing Element and Growth Control Requirements

Appendix C: HCD Resolution template (**Required**)

Appendix D: 2023 CDBG Application Certifications and Statement of Assurances

Appendix E: Sample DRAFT Standard Agreement

Appendix F: Threshold and Scoring Matrix (Not applicable for the September 2023 NOFA)

Ukiah Daily Journal

617 S. State St
Ukiah, California 95482
(707) 468-3500
sfullbright@ukiahdj.com

2117148

CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVE
UKIAH, CA 95482

PROOF OF PUBLICATION (2015.5 C.C.P.)

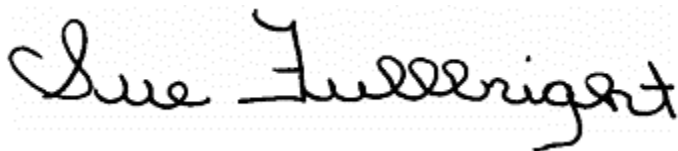
STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/30/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
January 30th, 2024



Sue Fullbright, LEGAL CLERK

Legal No. **0006806435**

CITY OF UKIAH NOTICE OF PUBLIC MEETING FOR DISCUSSION OF POSSIBLE STATE CDBG APPLICATION

NOTICE IS HEREBY GIVEN that the City of Ukiah will conduct a public meeting at 4:00 pm, on Monday, February 12, 2024 at 300 Seminary Ave, Ukiah, CA 95482 to discuss possible applications for funding under the 2024 State Community Development Block Grant (CDBG) Program and to gather residents' ideas for possible activities to be included in future applications.

The City of Ukiah anticipates submitting an application during the next CDBG program year. California's Department of Housing and Community Development's (HCD) Notice of Funding Availability (NOFA) is scheduled to be released at the end of January 2024. It is expected that the NOFA will be for approximately \$19 million for over-the-counter grants, which include economic and housing development. HCD will allow grantees to submit one application for the January NOFA and a total award limit of up to \$3.25 million. The City of Ukiah has, or anticipates receiving, approximately \$166,000 in CDBG Program Income.

The purpose of this public hearing/meeting is to review CDBG eligible activities and collect residents' views on housing and community development needs (which include services, facilities, and/or infrastructure that will improve livability within the community).

The following information related to the project will be available at 300 Seminary Ave, Ukiah, CA 95482 between the hours of 8:00 am and 5:00 pm, Monday through Friday, or by emailing the contact listed below:

- A. Amount of funds available and range of activities that may be undertaken.
- B. Information on proposed project(s).
- C. Estimated amounts of funds proposed to be used for activities benefiting persons of low- and moderate-income.
- D. Plans for minimizing displacement of persons as a result of activities associated with CDBG funds, if any CDBG-funded activities are expected to displace persons, and plans for providing assistance to persons displaced as a result of CDBG-funded activities, if any persons are displaced by CDBG-funded activities.
- E. Records regarding the past use of CDBG funds.

If you are unable to attend the public hearing, you may direct written comments to the City of Ukiah Housing Division, 300 Seminary Ave, Ukiah, CA 95482, or you may telephone the Housing Division at 707-6708, or email written comments to housing@cityofukiah.com no later than 5pm on February 9, 2024 to ensure placement in the official record of the hearing.

The City of Ukiah does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, religion or disability. If you require specific accommodations to participate in the public hearing, please contact the City of Ukiah Housing Division at 707-463-6708, or housing@cityofukiah.com, at least seven days prior to the scheduled hearing.

2024 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM



300 Seminary Ave. Ukiah, CA 95482
Phone: (707) 463-6219; Fax: (707) 463-6204
Email: housing@cityofukiah.com

LOCAL APPLICATION

In response to January 31, 2024 Notice of Funding Availability (NOFA)

**Note: completed applications are due by 4:30 p.m. February 26, 2024
to the Department of Community Development, 300 Seminary Ave.
Ukiah, CA 95482.**

**For applications to be deemed complete, each question must be
answered completely, and any required supporting documentation
must be provided.**

1. APPLICANT INFORMATION

Organization: _____
Address: _____

Contact Person: _____
E-mail: _____ Fax: _____
Phone: _____

2. PROJECT OR PROGRAM ACTIVITY INFORMATION

Project/Program Name: _____

Project/Program Activity Allocation (refer to NOFA): _____

Address of Project/Program: _____

For Program activities, list the address of the organization.

Amount Requested: _____ (Activity) _____ (AD) _____ (GA)

AD = Activity Delivery; GA = General Administration (refer to NOFA for details)

Are you requesting funding for an OTC project? _____ (Yes) _____ (No)

Are you requesting funding for a competitive program? _____ (Yes) _____ (No)

A separate application must be submitted for each individual project or program. This application cannot be used for multiple activities.

National Objective: _____ (LMA) _____ (LMC) _____ (LMH) _____ (LMJ)

If proposing LMA, Low- Mod Area Benefit, please attach census block group information supporting this national objective.

How many beneficiaries will be assisted through this activity? _____

LMA = number of Low-Moderate Income (LMI) persons in service area that will benefit.

LMC = Number of LMI persons that will benefit.

LMH = Number of LMI households that will benefit.

LMJ = Number of LMI jobs created/retained.

Activity Description:

In the lines below, or in a separate attachment, enter a detailed description of your activity, which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA environmental review. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

4. OTC PROJECTS _____(N/A)

If your organization is applying for an Over the Counter (OTC) capital improvement project through the CDBG program, answer the following questions. If your organization is applying for a program, check the line above for N/A.

Do you have site control? _____ (Yes) _____ (No)

If Yes, attach proof of site control.

Do you have bid-ready plans and specs _____ (Yes) _____ (No)

Bid ready plans and specs must be reviewed by the Community Development Department for completeness prior to request for approval of the application by the City Council.

Can your project be ready to go to bid within 90 days of execution of the standard agreement between the City of Ukiah and State of California? ____ (Yes) ____ (No)

5. APPLICATION CERTIFICATION

Applicant hereby certifies that it has read and understands the regulations governing the State Community Development Block Grant (CDBG) Program, and the City of Ukiah's CDBG Local Application process. Applicant further agrees to abide by such regulations, and agrees that violations of these regulations shall constitute grounds for cancellation of any funding commitment. Applicant hereby certifies that the information submitted in the Local Application, and any supporting materials, is true, accurate, and complete to the best of its knowledge. Applicant acknowledges and understands that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for the rejection of this application and eligibility for City of Ukiah 2024 CDBG projects or programs.

Printed Name/Title	Signature	Date
--------------------	-----------	------

Printed Name/Title	Signature	Date
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2024 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM



COMMUNITY DEVELOPMENT DEPARTMENT

300 Seminary Ave. Ukiah, CA 95482

Phone: (707) 463-6219; Fax: (707) 463-6204

Email: housing@cityofukiah.com

LOCAL APPLICATION

In response to January 31, 2024 Notice of Funding Availability (NOFA)

**Note: completed applications are due by 4:30 p.m. February 26, 2024
to the Department of Community Development, 300 Seminary Ave.
Ukiah, CA 95482.**

**For applications to be deemed complete, each question must be
answered completely, and any required supporting documentation
must be provided.**

1. APPLICANT INFORMATION

Organization: Community Development Dept - City of Ukiah

Address: 300 Seminary Ave
Ukiah CA 95490

Contact Person: Elizabeth Frawley

E-mail: efrawley@cityofukiah.com

Fax: 707-463-6209

Phone: 707-463-6215

2. PROJECT OR PROGRAM ACTIVITY INFORMATION

Project/Program Name: Business Assistance Program

Project/Program Activity Allocation (refer to NOFA): 2023 NOFA Amendment 1

Address of Project/Program: 300 Seminary Ave

For Program activities, list the address of the organization.

Amount Requested: 210,000 (Activity) 10,000 (AD) 31,297 (GA)

AD = Activity Delivery; GA = General Administration (refer to NOFA for details)

Are you requesting funding for an OTC project? (Yes) X (No)

Are you requesting funding for a competitive program? X (Yes) (No) PI-Only

A separate application must be submitted for each individual project or program. This application cannot be used for multiple activities.

National Objective: (LMA) (LMC) (LMH) X (LMJ)

If proposing LMA, Low- Mod Area Benefit, please attach census block group information supporting this national objective.

How many beneficiaries will be assisted through this activity? 6

LMA = number of Low-Moderate Income (LMI) persons in service area that will benefit.

LMC = Number of LMI persons that will benefit.

LMH = Number of LMI households that will benefit.

LMJ = Number of LMI jobs created/retained.

Activity Description:

In the lines below, or in a separate attachment, enter a detailed description of your activity, which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA environmental review. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

The proposed Business Assistance Program is based on the department's two previous successful BA programs in standard agreements 20-CDBG-12041 and 16-CDBG-11147. The City's procured contractor for loan underwriting for CDBG will be responsible for primary program implementation with general administration services provided by department staff.

\$210,000 in loans to preserve or create 6 ~~new~~ ^{new} jobs/mi.

Detailed Scope of Work – Deliverable Narrative

In the lines below, or in a separate attachment, provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files etc.)

Please see the deliverable narrative that will be submitted with the grant application if selected to be submitted. The proposed deliverable narrative includes:

- Deliverable 1 - ~~marketing plan~~ City Council & NCO approved BA program guidelines
- Deliverable 2 - BA program fact sheet flyer & web page posts
- Deliverable 3 - Closed loans to at least 2 businesses for 6 jobs/mi
- Deliverable 4 - Completed clearance package
- Deliverable 5 - Completed activity reports, financial reports & final clearance report.

3. PROGRAM OR PROJECT FUNDING – MATCHING SOURCES

Is the CDBG funding requested gap funding? ☒ (Yes) ☐ (No)

If Yes, please attach a separate budget worksheet, listing and describing by line item or as a pro forma, all sources of funding and uses of the funding for the project. If No, please contact the City of Ukiah Community Development Department. Per the CDBG program, CDBG funds are to be used for gap financing and are not to supplant state and local funds that were previously dedicated to this activity.

See below

100% grant funded - CDBG

\$210,000 Activity funds - 2 loans for 6 jobs
\$10,000 Activity Admin for procured contractor
\$31,197 General Administration funds
Total \$251,197

4. OTC PROJECTS (N/A)

If your organization is applying for an Over the Counter (OTC) capital improvement project through the CDBG program, answer the following questions. If your organization is applying for a program, check the line above for N/A.

Do you have site control? ____ (Yes) ____ (No) N/A

If Yes, attach proof of site control.

Do you have bid-ready plans and specs ____ (Yes) ____ (No) N/A

Bid ready plans and specs must be reviewed by the Community Development Department for completeness prior to request for approval of the application by the City Council.

Can your project be ready to go to bid within 90 days of execution of the standard agreement between the City of Ukiah and State of California? ____ (Yes) ____ (No) N/A

5. APPLICATION CERTIFICATION

Applicant hereby certifies that it has read and understands the regulations governing the State Community Development Block Grant (CDBG) Program, and the City of Ukiah's CDBG Local Application process. Applicant further agrees to abide by such regulations, and agrees that violations of these regulations shall constitute grounds for cancellation of any funding commitment. Applicant hereby certifies that the information submitted in the Local Application, and any supporting materials, is true, accurate, and complete to the best of its knowledge. Applicant acknowledges and understands that if facts and/or information herein are found to be misrepresented, it shall constitute grounds for the rejection of this application and eligibility for City of Ukiah 2024 CDBG projects or programs.

Jim Robbins / Housing & Grants Manager [Signature] 2/23/2024
Printed Name/Title Signature Date

Printed Name/Title Signature Date



Appendix C: Resolution Template of the Governing Body

Applicants are required to use the resolution form on the following page with no changes to content other than what is in the fillable fields.

Please note: On the next page, hidden text is used to provide instructions. Once a document is printed or converted to a pdf, the hidden text will be omitted.

To display hidden text:

1. Go to the Files Tab
2. Select Options from the bottom of the left hand column
3. Click on the "Display" option
4. Check the "Hidden Text" box.
5. Make sure the "Print hidden text" box is not checked. This will ensure that when you convert to PDF or print the document, the instructional, hidden text is not displayed.
6. **Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.**

Resolution of the Governing Body

RESOLUTION NO. 2024-XX

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2023 AND/OR 2024 FUNDING YEAR OF THE STATE
CDBG PROGRAM**

BE IT RESOLVED by the City Council of the **City** of Ukiah as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$251,297 for the following CDBG activities, pursuant to the 2023 and 2024 CDBG NOFAs:

List activities and amounts

Activity (e.g. <i>Public Services, Infrastructure, etc.</i>)	Dollar Amount Being Requested for the Activity
City of Ukiah Business Assistance Program (Activity + Activity Delivery + General Administration)	\$ 251,297
	\$
	\$
	\$
	\$

SECTION 2:

The **City Council** hereby approves the use of Program Income in an amount not to exceed \$251,297 for the CDBG activities described in Section 1.

SECTION 3:

The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The **City Council** hereby authorizes and directs the City Manager or designee*, to execute and deliver all applications and act on the **City's** behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Community Development Director or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the **City** of Ukiah held on 8/21/2024 by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

Josefina Dueñas
City Council

STATE OF CALIFORNIA
City of Ukiah

I, Kristine Lawler, **City** Clerk of the **City** of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 21st day of August, 2024 and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Kristine Lawler, **City** Clerk of the **City** of Ukiah, State of California

By: Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Solicit Public Comment Regarding the Intent to Apply for a United States Department of Agriculture (USDA) Rural Development Grant for a New Caterpillar Model 120 Motor Grader and Authorize Staff to Proceed with the Submittal of the Grant Application.

DEPARTMENT: Public Works

PREPARED BY: Andrea Trincado, Grants Manager

PRESENTER: Andrea Trincado

ATTACHMENTS:

1. USDA-RD-FS-CY2022DisasterWaterGrants
2. Petersen Brochure_120 Motor Grader

Summary: Grants Division Staff is prepared to submit a grant application to the United States Department of Agriculture (USDA) Rural Development for a new Caterpillar Model 120 Motor Grader for the Public Works Department. The application requires the City to conduct a public hearing to give community members an opportunity to comment on the intent to apply for funding.

Council is requested to conduct a public hearing to receive a report from staff regarding a grant application to USDA for funding for the new grader, receive public comment related to the intent to apply, and authorize staff to proceed with submittal of said application.

Background: The USDA Community Facilities Water Disaster Repair Program (Attachment 1) provides funding to rural communities with facilities that were impacted by Federally Declared Disasters. The program is currently open for applications for Calendar Year 2022 Disasters. This program is available to assist rural communities with less than 20,000 residents. The City qualifies for this grant due to impacts from the storm events that occurred in December 2022 and January 2023. These storms caused localized flooding and damage to roads and levies at several city facilities, including the Water and Wastewater Plants. The purchase of a new grader will aid the City with any remaining or future clean-up and mitigation efforts for disaster relief.

Discussion: The Public Works Department has identified the need for a new grader to assist with repair of dirt roads and levies at the Wastewater and Water Treatment Plant. The new grader will replace the City's existing 1973 John Deere 570A grader with a new Caterpillar Model 120 Motor Grader.

The estimated cost of the specified new Caterpillar Model 120 Motor Grader is \$430,000. If awarded, the USDA Community Facilities Calendar Year 2022 Disaster Repair Grant would provide 75% (approximately \$322,500) of the purchase price and the City would be responsible for the remaining 25% (estimated at \$107,500).

A brochure of the Caterpillar Model 120 Motor Grader is attached for reference (Attachment 2).

Recommended Action: Council is requested to conduct a Public Hearing to solicit public comment regarding the City's intent to apply for United States Department of Agriculture (USDA) Rural Development funding for a new Caterpillar Model 120 Motor Grader and authorize staff to proceed with submittal of the grant application.

BUDGET AMENDMENT REQUIRED: If the grant is awarded budget amendments will be necessary to program the grant revenue, expenditure, as well as to cover the City's matching requirements. Staff is consulting with the Finance Department on a possible budget amendment to the Sewer and Water Funds to cover the 25% matching amount.

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: TBD

FINANCING SOURCE: USDA Grant Funds and Budget Reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Tim Eriksen, Public Works Director; David Kirch, Fleets Maintenance Manager; Jim Robbins, Grants Manager

DIVERSITY-EQUITY INITIATIVES (DEI):N/A

CLIMATE INITIATIVES (CI): 4b – Maintain wild lands.

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager

Calendar Year 2022 Disaster Water Grants

What does this program do?

Calendar Year 2022 Disaster Water Grants help eligible communities handle expenses related to incidents (Presidentially declared disasters) that damaged water systems.

For the purposes of this program, the term “water” refers to all water resource infrastructure, including drinking water, wastewater, storm drainage, and solid waste facilities.

Who can apply?

- **Municipalities, counties, districts, authorities, or other political subdivisions of a state, commonwealth, or territory**
- **Nonprofit organizations**
- **Federally recognized Tribes**
- **Community-based prefabricated home organizations**

What is an eligible area?

- Rural areas and towns with populations of not more than 35,000
- Federally recognized Tribal lands
- Colonias

For a current list of Presidentially Declared Disasters, visit the Federal Emergency Management Agency (FEMA) website at this link: <https://www.fema.gov/disaster/declarations>.

At the time of this Notice of Funding Opportunity (NOFO), areas in the following states and territories experienced qualifying events in calendar year 2022: Alaska, American Samoa, Arizona, California, Colorado, Florida, Idaho, Illinois, Kansas, Kentucky, Maine, Massachusetts, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, U.S. Virgin Islands, Vermont, Virginia, Washington, and West Virginia.

How can funds be used?

Funds can be used to develop water infrastructure system capacity and resiliency to reduce or eliminate

long-term risks from hazards resulting from (Presidentially declared) disasters during calendar year 2022.

How do we get started?

- Applications are accepted year-round, and can be filed electronically using RD Apply (available at this link: <https://tinyurl.com/ya7s437u>).
- You will find a link to the RD Apply Application Intake Guide at this link: <https://tinyurl.com/2w8ekdh3>.

Applications are also accepted through your local USDA Rural Development office. A map and state list can be found at this link: <https://tinyurl.com/5yuf24mx>.

Who can answer questions?

The USDA Rural Development Water and Environmental Program specialists who serve your area can help. A list of state-based offices is available at this link: <https://tinyurl.com/5yuf24mx>.

What law governs this program?

The 2023 Consolidated Appropriations Act (Public Law 117-328, Division N, available at this link: <https://tinyurl.com/2hjs7jyn>).

NOTE: Because information changes, always consult official program instructions or contact your local Rural Development office for help. A list is available at this link: <https://go.usa.gov/xJHPE>. You will find additional resources, forms, and program information at <https://rd.usda.gov>. USDA is an equal opportunity provider, employer, and lender.

Last Updated July 2023



120

Motor Grader

Technical Specifications

Configurations and features may vary by region. Please consult your Cat® dealer for availability in your area.

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Engine – Tier 3/Stage IIIA Equivalent

Engine Model	Cat C7.1	
Emissions	Brazil MAR-1 emission standards, U.S. EPA Tier 3 and EU Stage IIIA equivalent	
Base Net Power ISO 9249/SAE J1349	97 kW	130 hp
Base Net Power EEC 80/1269 (metric)	132 hp	
Power Range – Net	97-116 kW	130-156 hp
Power Range – Net (metric)	132-158 hp	
All Wheel Drive Range – Net	100-129 kW	135-173 hp
All Wheel Drive Range – Net (metric)	137-176 hp	
Bore	105 mm	4.1 in
Displacement	7.01 L	427.8 in ³
Stroke	135 mm	5.3 in
Engine RPM	2,000	
Number of Cylinders	6	
Torque Rise – ISO 9249	42%	
Maximum Torque – ISO 9249	822 N·m	606 lb-ft
Maximum Torque (All-Wheel Drive On)	828 N·m	611 lb-ft
Derating Altitude	4500 m	14,764 ft
Derating Altitude AWD	3000 m	9,842 ft
Maximum – Fan Speed	1,300 rpm	
Minimum – Fan Speed	600 rpm	
Ambient Capacity	50° C	122° F

- Cat engines are compatible with diesel fuel blended with the following lower-carbon intensity fuels up to:
 - ✓ 100% biodiesel FAME (fatty acid methyl ester)*
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or “Caterpillar Machine Fluids Recommendations” (SEBU6250) for details.

**For use of blends higher than 20% biodiesel, consult your Cat dealer.*

Engine – Tier 4 Final/Stage V

Engine Model	C7.1	
Emissions	U.S. EPA Tier 4 Final/ EU Stage V	
Base Net Power ISO 9249/SAE J1349 EEC 80/1269	104 kW	140 hp
Base Net Power ISO 9249/SAE J1349 EEC 80/1269 (metric)	142 hp	
Power Range – Net	104-123 kW	140-164 hp
Power Range – Net (metric)	142-167 hp	
All Wheel Drive Range – Net	108-141 kW	144-189 hp
All Wheel Drive Range – Net (metric)	146-192 hp	
Bore	105 mm	4.1 in
Displacement	7.01 L	427.8 in ³
Stroke	135 mm	5.3 in
Engine RPM	2,000	
Number of Cylinders	6	
Torque Rise – ISO 9249	42%	
Maximum Torque – ISO 9249	822 N·m	606 lb-ft
Maximum Torque (All-Wheel Drive On)	828 N·m	611 lb-ft
Derating Altitude	3000 m	9,842 ft
Derating Altitude AWD	1676 m	5,499 ft
Maximum – Fan Speed	1,300 rpm	
Minimum – Fan Speed	600 rpm	
Ambient Capacity	50° C	122° F

- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:

- ✓ 20% biodiesel FAME (fatty acid methyl ester)*
- ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or “Caterpillar Machine Fluids Recommendations” (SEBU6250) for details.

**Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).*

- Net Power is tested per ISO 9249, SAE J1349, and EEC 80/1269 Standards in effect at the time of manufacture.
- Net power advertised is the power available at rated speed of 2,000 rpm, measured at the flywheel when engine is equipped with fan, air cleaner, muffler, and alternator.
- VHP Plus is standard for the 120 and 120 all-wheel drive (AWD).
- Rated speed at 2,000 rpm.
- Biodiesel blends up to B30 (30% blend by volume) are acceptable when blended with 500 ppm (mg/kg) sulfur or less ULSD. B30 should meet ASTM D7467 specification (biodiesel blend should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.

120 Net Power – Tier 3/Stage IIIA Equivalent

Gear	Non-AWD – kW (hp)	AWD Off – kW (hp)	AWD On – kW (hp)
Forward			
1st	97 (130)	100 (135)	101 (136)
2nd	97 (130)	100 (135)	101 (136)
3rd	101 (136)	104 (140)	107 (144)
4th	108 (145)	111 (149)	115 (155)
5th	112 (150)	124 (167)	128 (171)
6th	116 (156)	129 (173)	129 (173)
7th	116 (156)	129 (173)	129 (173)
8th	116 (156)	129 (173)	129 (173)
Reverse			
1st	97 (130)	100 (135)	101 (136)
2nd	97 (130)	100 (135)	101 (136)
3rd-6th	101 (135)	104 (140)	107 (144)

120 Net Power – Tier 4 Final/Stage V

Gear	Non-AWD – kW (hp)	AWD Off – kW (hp)	AWD On – kW (hp)
Forward			
1st	104 (139)	108 (145)	109 (146)
2nd	107 (143)	111 (149)	114 (153)
3rd	110 (148)	114 (153)	120 (161)
4th	119 (160)	122 (164)	122 (164)
5th	123 (165)	134 (180)	141 (189)
6th	123 (165)	134 (180)	141 (189)
7th	123 (165)	134 (180)	141 (189)
8th	123 (165)	134 (180)	134 (180)
Reverse			
1st	104 (139)	108 (145)	109 (146)
2nd	107 (143)	111 (149)	114 (153)
3rd-6th	110 (148)	114 (153)	120 (161)

Powertrain

Forward/Reverse Gears	8 Forward/6 Reverse
Transmission	Direct Drive Powershift Countershaft
High Idle Speed	2,000 rpm
Low Idle Speed	
Tier 3	800 rpm
Tier 4	1,030 rpm
Air Cleaner	Dry

Hydraulic System

Type	Closed – Center
Type Circuit	Parallel
Pump Type	Variable Displacement Piston
System Pressure	24 129 kPa 3500 psi
System Flow	0-200 L/min 0-53 gal/min

Operating Specifications

Top speed forward	48.3 km/h	30.1 mph
Top speed reverse	38.1 km/h	23.7 mph
Turning Radius, Outside Front Tires	7.4 m	291.3 in
Steering Range	50° Left and Right	
Articulation Angle	20° Left and Right	
Front Wheel Lean	18° Left and Right	
Total Oscillation	32°	
Front Wheel Lean*	16°	
Total Oscillation*	32°	
Forward		
1st	4.1 km/h	2.6 mph
2nd	5.6 km/h	3.5 mph
3rd	8.2 km/h	5.1 mph
4th	11.3 km/h	7.0 mph
5th	17.7 km/h	11.0 mph
6th	24.1 km/h	15.0 mph
7th	33.2 km/h	20.6 mph
8th	48.3 km/h	30.1 mph
Reverse		
1st	3.3 km/h	2.0 mph
2nd	6.1 km/h	3.8 mph
3rd	8.9 km/h	5.5 mph
4th	14.0 km/h	8.7 mph
5th	26.2 km/h	16.3 mph
6th	38.1 km/h	23.7 mph

*Joystick – STD only

- Machine speed measured at 2,150 rpm with 14.00R24 radial tires, no slip.

Base Machine Weight – Tier 3/Stage IIIA Equivalent

Lever/Steering Wheel Weight	13 899 kg	30,642 lb
Front Axle:	3603 kg	7,943 lb
Rear Axle:	10 296 kg	22,698 lb
Joystick Weight	14 247 kg	31,409 lb
Front Axle:	3796 kg	8,368 lb
Rear Axle:	10 451 kg	23,041 lb
Lever/Steering Wheel All-Wheel Drive (AWD) Weight	14 459 kg	31,876 lb
Front Axle:	3893 kg	8,582 lb
Rear Axle:	10 566 kg	23,294 lb
Joystick All-Wheel Drive (AWD) Weight	14 807 kg	32,644 lb
Front Axle:	4086 kg	9,008 lb
Rear Axle:	10 721 kg	23,636 lb

Typically Equipped Machine Weight

Lever/Steering Wheel Weight*	15 803 kg	34,839 lb
Front Axle:	4359 kg	9,610 lb
Rear Axle:	11 444 kg	25,229 lb
Joystick Weight*	16 246 kg	35,816 lb
Front Axle:	4608 kg	10,159 lb
Rear Axle:	11 638 kg	25,657 lb
Lever/Steering Wheel All-Wheel Drive (AWD) Weight*	16 556 kg	36,499 lb
Front Axle:	4718 kg	10,401 lb
Rear Axle:	11 838 kg	26,098 lb
Joystick All-Wheel Drive (AWD) Weight*	16 806 kg	37,051 lb
Front Axle:	4898 kg	10,798 lb
Rear Axle:	11 908 kg	26,253 lb

*Typically equipped includes 3.7 m (12') blade, 14.00R24 tires, push plate, ripper, bottom guard, operator, and full fluids.

Major Component Weights

Moldboard (with cutting edge)		
3658 mm × 610 mm × 22 mm (12 ft × 24 in × 7/8 in)	670 kg	1,474 lb
4267 mm × 610 mm × 22 mm (14 ft × 24 in × 7/8 in)	782 kg	1,720 lb
Guards		
Transmission	105 kg	231 lb
Front Fender	50 kg	110 lb
	(AWD)/ 93 kg (STD)	(AWD)/ 205 lb (STD)
Blade Extension		
LH and RH – 152.4 wide, 15.9 thick cutting edge (each)	113 kg	249 lb
LH and RH – 203.2 wide, 19 thick cutting edge (each)	127 kg	280 lb
Mid-Mount Scarifier Package	834 kg	1,835 lb
Front Lift Group	680 kg	1,496 lb
Push Plate	895 kg	1,969 lb
Rear Ripper	680 kg	1,496 lb
Front Scarifier	434 kg	956 lb

Base Machine Weight – Tier 4 Final/Stage V

Lever/Steering Wheel Weight	14 272 kg	31,464 lb
Front Axle:	3564 kg	7,856 lb
Rear Axle:	10 708 kg	23,608 lb
Joystick Weight	14 522 kg	32,015 lb
Front Axle:	3744 kg	8,253 lb
Rear Axle:	10 778 kg	23,762 lb
Lever/Steering Wheel All-Wheel Drive (AWD) Weight	14 832 kg	32,699 lb
Front Axle:	3854 kg	8,496 lb
Rear Axle:	10 978 kg	24,203 lb
Joystick All-Wheel Drive (AWD) Weight	15 082 kg	33,250 lb
Front Axle:	4034 kg	8,893 lb
Rear Axle:	11 048 kg	24,357 lb

Typically Equipped Machine Weight

Lever/Steering Wheel Weight*	16 271 kg	35,871 lb
Front Axle:	4372 kg	9,637 lb
Rear Axle:	11 899 kg	26,234 lb
Joystick Weight*	16 521 kg	36,422 lb
Front Axle:	4556 kg	10,044 lb
Rear Axle:	11 965 kg	26,378 lb
Lever/Steering Wheel All-Wheel Drive (AWD) Weight*	16 831 kg	37,106 lb
Front Axle:	4666 kg	10,287 lb
Rear Axle:	12 165 kg	26,819 lb
Joystick All-Wheel Drive (AWD) Weight*	17 081 kg	37,657 lb
Front Axle:	4846 kg	10,683 lb
Rear Axle:	12 235 kg	26,973 lb

Service Refill Capacities

Fuel Tank	246 L	65 gal
Circle Drive	7 L	1.8 gal
Engine Crankcase	18 L	4.8 gal
Cooling System	52.5 L	14 gal
Hydraulic System	97 L	25.6 gal
Diesel Exhaust Fluid Tank (Tier 4 only)	11 L	2.9 gal
Transmission and Differential	60 L	15.8 gal
Tandem	60 L	15.8 gal

Tandems

Oscillation Front Up	15°
Oscillation Rear Up	22°

Service Brakes

Type System	Dual Circuit Hydraulic	
Type Brake	Multiple Oil Disc	
Number of Brakes	4	
Number of Disc Assemblies (each)	6	
Size (outer diameter)	270 mm	10.6 in
Size (inner diameter)	189 mm	7.4 in
Lining Area Per Brake	3504 cm ²	543.1 in ²

Parking Brake

Type System	Hydraulic Actuated
Type Brake	Multiple Oil Disc, Meets ISO 3450
Slope Holding Ability	30°
Secondary Brakes	Dual Circuit Control System, Applies Two Service Brakes

Moldboard

	Standard		Option 1		Option 2	
Width	3.7 m	12 ft	3.7 m	12 ft	4.3 m	14 ft
Height	610 mm	24 in	610 mm	24 in	686 mm	27 in
End Bit	152 mm	6 in	152 mm	6 in	152 mm	6 in
Cutting Edge	152 mm	6 in	203 mm	8 in	203 mm	8 in
Arc Radius	413 mm	16.3 in	413 mm	16.3 in	413 mm	16.3 in
Throat Clearance	120 mm	4.7 in	124 mm	4.9 in	89 mm	3.5 in

Drawbar Circle Moldboard

	Standard		Top Adjust	
Range of Motion	Standard		Top Adjust	
Lift Cylinders	2		2	
Maximum Depth of Cut	775 mm	30.5 in	775 mm	30.5 in
Maximum Lift Above Ground	410 mm	16.1 in	410 mm	16.1 in
Throat Clearance	120 mm	4.7 in	120 mm	4.7 in
Circle Center Shift Cylinder				
Center Shift Right	656 mm	25.8 in	656 mm	25.8 in
Center Shift Left	656 mm	25.8 in	656 mm	25.8 in
Moldboard Side Shift Cylinder				
Side Shift Left	660 mm	26 in	660 mm	26 in
Side Shift Right	510 mm	20.1 in	510 mm	20.1 in
Blade Tip Cylinder				
Maximum Blade Tip Forward	40°		40°	
Maximum Blade Tip Backward	5°		5°	
Circle Drive	360° of Blade Rotation			
Link Bar	7 Positions to adjust the drawbar circle moldboard range of motion			
Drawbar Shoes	4 with replaceable wear strips			

Circle

Section	Rolled Ring Forging
Number of Teeth	64
Rotation	360°

Blades – Tier 3/Stage IIIA Equivalent

Lever/Steering Wheel Weight

Blade Pull Adv. Base Gross Vehicle Weight (GVW)	9266 kg	20,429 lb
Blade Down Force Adv. Base GVW	6311 kg	13,914 lb
Blade Pull Adv. Typically Equipped GVW	10 299 kg	22,706 lb
Blade Down Force Adv. Typically Equipped GVW	7636 kg	16,834 lb
Blade Pull Adv. Max GVW	12 402 kg	27,341 lb
Blade Down Force Adv. Max GVW	10 895 kg	24,019 lb

Lever/Steering Wheel All-Wheel Drive (AWD) Weight

Blade Pull Adv. Base GVW	13 013 kg	28,689 lb
Blade Down Force Adv. Base GVW	6779 kg	14,945 lb
Blade Pull Adv. Typically Equipped GVW	14 900 kg	32,849 lb
Blade Down Force Adv. Typically Equipped GVW	8215 kg	18,112 lb
Blade Pull Adv. Max GVW	18 000 kg	39,683 lb
Blade Down Force Adv. Max GVW	10 831 kg	23,878 lb

Joystick Weight

Blade Pull Adv. Base GVW	9406 kg	20,737 lb
Blade Down Force Adv. Base GVW	6609 kg	14,571 lb
Blade Pull Adv. Typically Equipped GVW	10 474 kg	23,092 lb
Blade Down Force Adv. Typically Equipped GVW	8024 kg	17,689 lb
Blade Pull Adv. Max GVW	12 402 kg	27,341 lb
Blade Down Force Adv. Max GVW	10 895 kg	24,019 lb

Joystick All-Wheel Drive (AWD) Weight

Blade Pull Adv. Base GVW	13 326 kg	29,379 lb
Blade Down Force Adv. Base GVW	7114 kg	15,684 lb
Blade Pull Adv. Typically Equipped GVW	15 125 kg	33,345 lb
Blade Down Force Adv. Typically Equipped GVW	8529 kg	18,803 lb
Blade Pull Adv. Max GVW	18 000 kg	39,683 lb
Blade Down Force Adv. Max GVW	10 831 kg	23,878 lb

Blades – Tier 4 Final/Stage V

Lever/Steering Wheel Weight

Blade Pull Adv. Base GVW	9638 kg	21,247 lb
Blade Down Force Adv. Base GVW	6242 kg	13,762 lb
Blade Pull Adv. Typically Equipped GVW	10 710 kg	23,610 lb
Blade Down Force Adv. Typically Equipped GVW	7657 kg	16,881 lb
Blade Pull Adv. Max GVW	12 402 kg	27,341 lb
Blade Down Force Adv. Max GVW	10 895 kg	24,019 lb

Lever/Steering Wheel All-Wheel Drive (AWD) Weight

Blade Pull Adv. Base GVW	13 349 kg	29,429 lb
Blade Down Force Adv. Base GVW	6710 kg	14,794 lb
Blade Pull Adv. Typically Equipped GVW	15 148 kg	33,395 lb
Blade Down Force Adv. Typically Equipped GVW	8125 kg	17,912 lb
Blade Pull Adv. Max GVW	18 000 kg	39,683 lb
Blade Down Force Adv. Max GVW	10 831 kg	23,878 lb

Joystick Weight

Blade Pull Adv. Base GVW	9701 kg	21,386 lb
Blade Down Force Adv. Base GVW	6519 kg	14,372 lb
Blade Pull Adv. Typically Equipped GVW	10 769 kg	23,740 lb
Blade Down Force Adv. Typically Equipped GVW	7933 kg	17,490 lb
Blade Pull Adv. Max GVW	12 402 kg	27,341 lb
Blade Down Force Adv. Max GVW	10 895 kg	24,019 lb

Joystick All-Wheel Drive (AWD) Weight

Blade Pull Adv. Base GVW	13 574 kg	29,925 lb
Blade Down Force Adv. Base GVW	7024 kg	15,485 lb
Blade Pull Adv. Typically Equipped GVW	15 373 kg	33,891 lb
Blade Down Force Adv. Typically Equipped GVW	8438 kg	18,603 lb
Blade Pull Adv. Max GVW	18 000 kg	39,683 lb
Blade Down Force Adv. Max GVW	10 831 kg	23,878 lb

Maximum Shoulder Reach Outside of Tires

Blade	3.7 m (12 ft)		4.3 m (14 ft)	
Right	1905 mm	75 in	2210 mm	87 in
Left	1742 mm	68.6 in	2180 mm	85.8 in

- An additional 300 mm (11.8 in) of reach can be achieved to the right or left by changing the side shift mounting bracket on the 4.3 m (14 ft) blade.

Standards

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level II
Brakes	ISO 3450:2011
Steering	ISO 5010:2007

Sound Standards

Sound	ISO 6395:2008 ISO 6396:2008
Spectator Sound Level – Non-AWD	105 dB(A)
Spectator Sound Level – AWD	106 dB(A)
Operator Sound Level – Joystick	71 dB(A)
Operator Sound Level – Lever/ Steering Wheel	75 dB(A)

- The dynamic spectator sound power level measurements are performed according to the dynamic test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed. The machine was equipped with sound suppression system.
- The dynamic operator sound pressure level measurements are performed according to the dynamic test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained. The machine was equipped with sound suppression system.

Tier 3/Stage IIIA/India Bharat Stage III, and India CEV Stage V, with LVR tandem for India/APD

Sound	ISO 6395:2008 ISO 6396:2008
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- The dynamic spectator sound power level is 107 dB(A). Measurements are performed according to the dynamic test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed. The machine was not equipped with sound suppression.
- The dynamic operator sound pressure level is 75 dB(A). Measurements are performed according to the dynamic test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained. The machine was not equipped with sound suppression.

Ripper

Ripping Depth Maximum	288 mm	11.2 in
Ripper Shank Holder	5	
Ripper Shank Holder Spacing	533 mm	20.8 in
Penetration Force	5119 kg	11,287 lb
Pryout Force	2029 kg	4,474 lb
Machine Length Increase, Beam Raised	900 mm	35.1 in

Mid Mount Scarifier

Front, V-Type: Working Width	1205 mm	47.4 in
Number of Shanks	11	
Shank Spacing	116 mm	4.5 in
Scarifying Width	1031 mm	40.2 in

Electrical

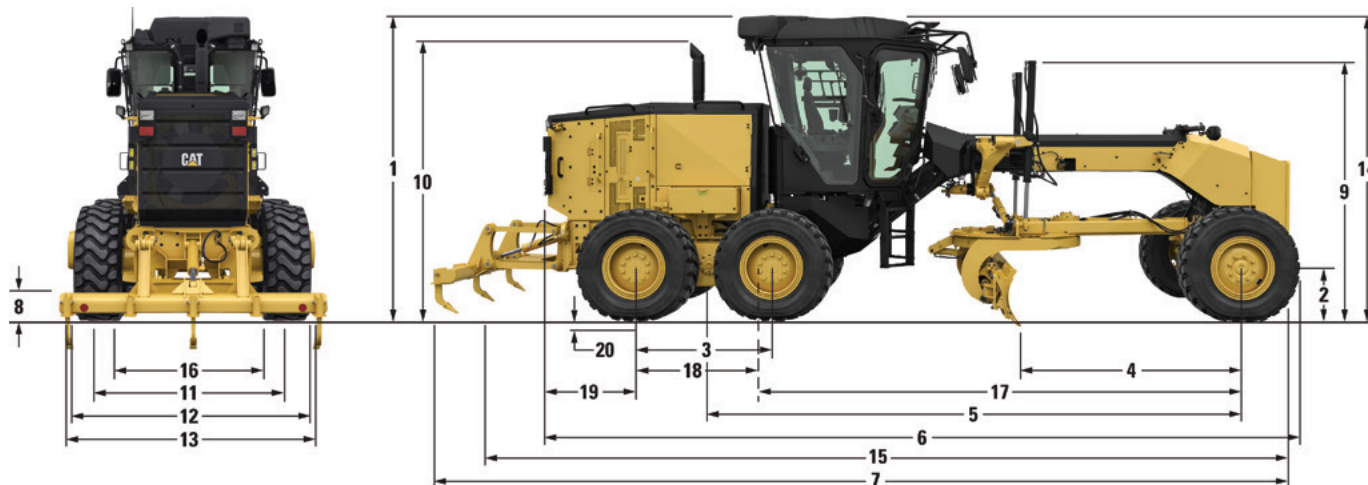
Starting System Type	Direct Electric
Heavy Duty Battery	
CCA at –18°	1,125 amp
Volts	12V
Quantity	2
Extreme Duty Battery	
CCA at –18°	1,400 amp
Volts	12V
Quantity	2
Standard Alternator	145 amps at 24V
Heavy Duty Alternator	150 amps at 24V

Electrical – Tier 3/Stage IIIA Equivalent Lever

Starting System Type	Direct Electric
Standard Duty Battery	Only offered on Levers
CCA at –18°	900 amp
Volts	12V
Quantity	2
Heavy Duty Battery	
CCA at –18°	1,125 amp
Volts	12V
Quantity	2
Extreme Duty Battery	
CCA at –18°	1,400 amp
Volts	12V
Quantity	2
Standard Alternator – Levers	115 amps at 24V
Standard Alternator – Joystick	145 amps at 24V
Heavy Duty Alternator	150 amps at 24V

Dimensions

All dimensions are approximate.



1 Height – Top of Cab	3465 mm	136.4 in
2 Height		
Front Axle Center (Non AWD)	590 mm	23.2 in
Front Axle Center (AWD)	596 mm	23.5 in
3 Length – Between Tandem Axles	1510 mm	59.5 in
4 Length		
Front Axle to Moldboard (Non AWD)	2551 mm	100.4 in
Length – Front Axle to Moldboard (AWD)	2516 mm	99 in
5 Length		
Front Axle to Mid Tandem (Non AWD)	5945 mm	234 in
Front Awd Axle to Mid Tandem (AWD)	5910 mm	232.7 in
6 Length		
Front Tire to Rear of Machine (Non AWD)	8534 mm	336 in
Front Tire to Rear of Machine (AWD)	8499 mm	334.6 in
7 Length – Push Plate to Ripper	9838 mm	387 in
8 Ground Clearance at Rear Axle	349 mm	13.7 in

9 Height to Top of Cylinders	2895 mm	114 in
10 Height to Exhaust Stack	3185 mm	125.4 in
Height to Exhaust Stack (Tier 3)	2924 mm	115 in
11 Width – Tire Center Lines	2070 mm	81.5 in
12 Width – Outside Rear Tires	2491 mm	98 in
13 Width		
Outside Front Tires (Non AWD)	2495 mm	98.2 in
Outside Front Tires (AWD)	2638 mm	103.9 in
14 Maximum Height – with Attachments	3440 mm	135.4 in
15 Length – Push Plate to Raised Ripper	9583 mm	377 in
16 Width – Inside Rear Tires	1649 mm	64.9 in
17 Length		
Front Axle to Articulation Hitch (Non AWD)	5284 mm	208 in
Front Axle to Articulation Hitch (AWD)	5249 mm	206.7 in
18 Length – Rear Axle to Articulation Hitch	660 mm	26 in
19 Length – Rear Axle to Rear of Frame	1726 mm	68 in
20 Height – Tire Deflection at Performance Weight	45 mm	1.8 in

Optional Tire Arrangements

Rim Size	Wheel Group	Tires
9 × 24	Single-Piece	13.00-24
9 × 24	Single-Piece	14.00-24
10 × 24	Multi-Piece	13.00-24
10 × 24	Multi-Piece	14.00-24
10 × 24	Multi-Piece	14.00-24
13 × 25	Single-Piece	17.5R25
14 × 25	Multi-Piece	14.00R24
14 × 25	Multi-Piece	17.5R25
14 × 25	Multi-Piece	17.5-25

Note: Consult your dealer for individual tire width, size and brand.

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
POWER TRAIN		
Cat C7.1 engine	✓	
Eco mode	✓	
Extreme duty starter		✓
50° C (122° F) ambient capacity	✓	
43° C (109° F) ambient capacity – all wheel drive	✓	
All-Wheel Drive (AWD)		✓
Differential lock/unlock	✓	
Engine idle shutdown timer	✓	
Hydraulic demand fan	✓	
Reversing fan		✓
Biodiesel capability up to B30	✓	
Transmission, autoshift*	✓	
*Optional on lever machines.		
MOLDBOARD		
Standard drawbar circle moldboard	✓	
Circle drive slip clutch	✓	
Top adjust drawbar circle moldboard		✓
Circle saver		✓
ELECTRICAL		
Sealed alternator	✓	
Reversing lights	✓	
Breaker panel	✓	
900 CCA standard duty batteries*	✓	
1,125 CCA heavy duty batteries	✓	
1,400 CCA extreme duty batteries		✓
Electric starter	✓	

*Available on T3 Lever machines only (1,125 and 1,400 CCA are optional).

(continued on next page)

Standard and Optional Equipment (continued)

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Lever/Steering Wheel		Joystick	
	Standard	Optional	Standard	Optional
CAB				
Vinyl seat	✓		N/A	N/A
ROPS/FOPS	✓		✓	
Air suspension adjustable seat		✓	✓	
Leather heated/cooled seat		✓		✓
Seat belt, retractable	✓		✓	
Seat belt, indication		✓	✓	
203 mm (8 in) touchscreen monitor		✓	✓	
254 mm (10 in) hybrid information display	✓		N/A	N/A
Canopy cab (T3 lever only)		✓	N/A	N/A
Heating, ventilation, and air conditioning (HVAC) system		✓	✓	
Defrost fans		✓	✓	
Halogen lighting		✓		✓
Cup and bottle holders	✓		✓	
Implement lockout		✓	✓	
Adjustable control console	✓		✓	
Interior lights (dome lamp)	✓		✓	
LED lighting		✓		✓
Entertainment Radio Ready		✓	✓	
Coat hook	✓		✓	
USB/Auxiliary Radio		✓		✓
Joystick controls		N/A	✓	
Communication radio mounting		✓		✓
Steering wheel and lever controls	✓		N/A	
Heated mirrors		✓		✓
Electric throttle control	✓		✓	
Front windshield wiper	✓		✓	
Front windshield wiper (lower)		✓	N/A	N/A
Rear wiper		✓		✓
Rear window screen		✓		✓
Cab storage	✓		✓	
Side window wipers	N/A	N/A		✓
Slider side window		✓		✓

(continued on next page)

Standard and Optional Equipment (continued)

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
SAFETY AND SECURITY		
Parking brake	✓	
Back up alarm	✓	
Ground level fuel fill*		✓
Signaling/warning horn	✓	
Warning beacon		✓
Rearview mirror	✓	
Rearview camera		✓
Hydraulic brakes	✓	
Secondary steering system	✓	
Side view mirrors	✓	
Strategically placed walkways and grab rails	✓	
*Standard for North America and Europe.		
SERVICE AND MAINTENANCE		
Ground level DEF fill – Tier 4 Final/Stage V	✓	
Grouped location for engine oil and fuel filters	✓	
Extended Life Coolant	✓	
CAT TECHNOLOGY		
Cat Grade with Digital Blade Slope Meter		✓
Cat Grade with Cross Slope Indicate		✓
Cat Grade with Cross Slope		✓
Cat Grade Attachment Ready Option (ARO)		✓
Stable blade		✓
Product Link™*	✓	
Remote services		✓
*Optional on Lever models.		
GUARDS		
Front fenders*		✓
Rear fenders		✓
Front axle guard for all-wheel drive		✓
Transmission		✓
Cover, under cab platform		✓
*Not available for lever and steering wheel tandem machines.		
ATTACHMENTS		
Push block		✓
Ripper		✓
Scarifier		✓
Mid mount scarifier		✓
Front lift group		✓
Front blade		✓

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

Engine

- The Cat® C7.1 engine is available in configurations that meet U.S. EPA Tier 4 Final and EU Stage V emission standards or Brazil MAR-1 emission standards, equivalent to U.S. EPA Tier 3 and EU Stage IIIA.
- Cat U.S. EPA Tier 4 Final and EU Stage V diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
 - ✓ 20% biodiesel FAME (fatty acid methyl ester)*
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels
- Cat engines meeting Brazil MAR-1, equivalent to U.S. EPA Tier 3 and EU Stage IIIA, are compatible with diesel fuel blended with the following lower-carbon intensity fuels up to:
 - ✓ 100% biodiesel FAME (fatty acid methyl ester)**
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

**Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).*

***For use of blends higher than 20% biodiesel, consult your Cat dealer.*

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg (3.5 lb) of refrigerant which has a CO2 equivalent of 2.288 metric tonnes (2.522 tons).

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
 - Barium < 0.01%
 - Cadmium < 0.01%
 - Chromium < 0.01%
 - Lead < 0.01%

Sound Performance

Spectator Sound Level – Non-AWD (ISO 6395:2008)	105 dB(A)
Spectator Sound Level – AWD (ISO 6395:2008)	106 dB(A)
Operator Sound Level – Joystick (ISO 6396:2008)	71 dB(A)
Operator Sound Level – Lever/Steering Wheel (ISO 6396:2008)	75 dB(A)

- The dynamic spectator sound power level measurements are performed according to the dynamic test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed. The machine was equipped with sound suppression system.

- The dynamic operator sound pressure level measurements are performed according to the dynamic test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained. The machine was equipped with sound suppression system.

Tier 3/Stage IIIA/India Bharat Stage III, and India CEV Stage V, with LVR tandem for India/APD:

Spectator Sound Level (ISO 6395:2008)	107 dB(A)
Operator Sound Level (ISO 6396:2008)	75 dB(A)

- The dynamic spectator sound power level measurements are performed according to the dynamic test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed. The machine was not equipped with sound suppression system.
- The dynamic operator sound pressure level measurements are performed according to the dynamic test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained. The machine was not equipped with sound suppression system.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.

Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
 - ECO mode minimizes fuel consumption for light applications
 - Engine Idle Shutdown Timer reduces fuel burn, greenhouse gas emissions and unnecessary idle time by shutting down the machine after a pre-set idling period
 - Cat Grade helps reduce fuel burn and greenhouse gas emissions by enabling you to achieve grade faster and more accurately by automating blade actions
 - Cut maintenance costs up to 15% with extended service intervals next generation filters
 - Improve jobsite efficiency with lower operating costs with Product Link™ and VisionLink® insights



For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEXQ2482-05 (04-2024)
Replaces AEXQ2482-04
Build Number 14B
(Afr-ME, Aus-NZ, Jpn,
CIS, Colombia, Eur,
S Am, N Am, Turkey)





AGENDA SUMMARY REPORT

SUBJECT: Discussion with Possible Direction to Staff Regarding a Proposed Approach for Completing an Updated Historic Resources Survey and Developing a City of Ukiah Historic Preservation Code.

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director

ATTACHMENTS:

1. Historic Survey History Notes- Historical Society
2. Ukiah General Plan- Environment and Sustainability Element

Summary: Council will discuss and possibly provide direction to Staff regarding a proposed approach for completing an update to the Historic Resources Survey and developing a historic preservation code.

Background: On May 20, 2020, the City Council adopted Resolution No. 2020-25 authorizing submittal of an application for, and receipt of, \$65,000 in Local Government Planning Support Program (also referred to as the Local Early Action Planning Program, or LEAP) funds. On November 3, 2020, the City received notification from the Department of Housing and Community Development (HCD) that the application had been awarded, and on March 22, 2021, the standard agreement, 20-LEAP-15456, was executed.

Of the four awarded activities, Task (T)1 was for an "Update to the Historic Structure Development Policy." This update was expected to include an updated demolition permit review process that both streamlined demolition of non-historic structures and ensured a greater level of protection for existing historical structures. Most of the \$19,900 awarded for T1 was planned to be spent on a historical preservation consultant for the drafting of this new procedure and possible updating of the existing demolition ordinance, prescribed within Ukiah City Code Section 3016. On December 21, 2022, Council authorized the execution of Amendment No. 4 to contract No. 1819190 with the City's advanced planning consultant, Mintier-Harnish, for this work to be undertaken.

An initial draft of the demolition ordinance was completed by the consultant in September 2023. In reviewing this draft, Staff also sought input from the Historical Society of Mendocino County (Historical Society). Ensuing discussions with Alyssa Ballard, archivist of the Historical Society, revealed that a holistic solution may be more suitable for ensuring both a streamlined review of non-historic structures and enhanced protection for existing historic structures.

Discussion: The solution proposed in place of only completing an update to UCC 3016, the demolition permit ordinance, is below.

Proposed Approach

1. Staff to issue an RFQ (Request for Qualifications) for an historic resources survey consultant to complete an update to the City's 1999 Historic Resources Survey in accordance with criteria and guidelines published by the State Office of Historic Preservation (OHP) and other relevant state and/or federal preservation agencies.

Completion of this step will establish a baseline of all existing resources. It is not yet known what the cost of this survey will be, but research compiled by the Historical Society (Attachment 1) notes the original (1984-85) survey was completed for a cost of \$42,000.

2. Staff to pursue grant funding to offset a portion and/or all of the cost of the historic resources survey update. In discussing with staff of the Historical Society, Staff is hopeful that development of a holistic approach to historic preservation may be more attractive to potential funding sources, including possibly through the OHP Certified Local Government Grant Program.

3. Concurrent to the survey being performed by the consultant, Staff to work closely with Historical Society staff to develop the City's first historic preservation ordinance and code. This historic preservation code would also address and improve procedures within UCC 3016.

Staff proposes development of this ordinance and code "in-house," utilizing technical assistance and guidelines from OHP. The Historical Society has also generously offered to volunteer time towards this effort. In Staff's opinion, co-developing this code with the Historical Society and completing the work internally is important for ensuring adequate protection of appropriate existing historic resources.

Implementing the Vision of the General Plan

In addition to developing a holistic solution to preserving Ukiah's historic resources, completion of the recommended approach would accomplish three General Plan Implementation Programs, one due to be completed by December 2025 and two to be completed by December 2030.

2025

Environment and Sustainability Element, Implementation Program 6.7H - Historic and Cultural Registry: *The City shall update the list of cultural and historic resources worthy of nomination to state or national preservation lists.*

2030

Environment and Sustainability Element, Implementation Program 6.7G - Historic Structure Preservation Policy and Architectural Inventory: *The City shall update the Historic Structure Preservation policy and architectural resource inventory in collaboration with the Mendocino County Historical Society to focus on preservation of identified historic and architectural resources, while also streamlining development/demolition of older, non-resource structures.*

Environment and Sustainability Element, Implementation Program 6.7I - Historic Preservation Ordinance: *The City shall adopt a Historic Archaeological Preservation Ordinance to review permanent changes to the exterior or setting of designated historic or impacts to Archaeological resources. Among other topics, the Ordinance should address the following: archaeological resource impact avoidance, new development in historically sensitive neighborhoods, compatibility of energy conservation retrofitting, design review standards for new structures replacing demolished historic structures, and requirements for preservation of records and artifacts from demolished historic structures.*

Completion of the above actions is expected to also achieve goals and policies within the Environment and Sustainability Element, including the following:

Goal ENV-3: *To preserve and protect historic and archaeological resources in Ukiah.*

Policy ENV-3.1 Historic Designations: *The City shall support the listing of eligible properties, sites, and structures as potential historic designations and their inclusion in the California Register of Historical Resources and National Register of Historic Places.*

Policy ENV-3.5 Educational Outreach: *The City shall coordinate with the museum to provide education to the public on how to protect sites and structures.*

Policy ENV-3.6 City-owned Historic Sites and Structures: *The City shall maintain, preserve, and improve City-owned historic structures and sites in an architecturally and environmentally sensitive manner.*

Policy ENV-3.7 Adaptive Reuse: *The City shall encourage appropriate adaptive reuse of historic resources.*

Detail related to the General Plan Implementation Programs, Goal, and Policies is contained within the Environment and Sustainability Element within Attachment 2.

Staff recommends Council discuss and provide direction to Staff regarding the proposed approach.

Recommended Action: Discuss and provide direction to Staff regarding a proposed approach for completing an updated Historic Resources Survey and developing a historic preservation code.

BUDGET AMENDMENT REQUIRED: Not at this time.

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Alyssa Ballard, Historical Society of Mendocino County

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A5 - Environment and Sustainability Element, Goal ENV-3.1; Implementation Programs 6.7G Historic Structure Preservation Policy and Architectural Inventory, 6.7H Historic and Cultural Registry; and 6.7I Historic Preservation Ordinance; and Policies ENV-3.1, ENV-3.5, ENV-3.6, and ENV-3.7.

Approved: 
Sage Sangiacomo, City Manager

Historical Society of Mendocino County
Notes on Historic Survey History
Compiled by Alyssa Ballard, Archivist

1984-85 Survey (Copied from published survey)

The primary use of the survey will be a data base for restoration, presentation, conservation, and rehabilitation programs. Without such a resource, development of policies, objectives, and implementation methods for a City program would not be valid.

In 1977 and 1978, City staff and the City Planning Commission considered design themes for use in the downtown area for new construction or rehabilitation. Initial discussion was had on emphasizing the "brick" look. Though preservation potential of structures was discussed, no theme or conservation program was adopted as enough specific details were not known.

In 1983, citizen concerns regarding possible destruction or major alteration of historically or architecturally significant structures was raised before the City Council. Though there was no imminent danger that these resources would be eliminated, some assurances that buildings would be reviewed prior to non-reversible action was requested. In direct response to this concern the Council adopted Ordinance 821 on September 5, 1983. This ordinance requires City Council approval prior to the issuance of a permit to demolish any structure first constructed more than 50 years ago.

Use of available tax laws for rehabilitation and restoration was a related issue brought to the Council's attention with respect to historical/architectural presentation. The necessity of a comprehensive program was becoming apparent. Preliminary discussion was had on what a program would entail, what type of regulations or restrictions would be imposed and how flexible could the laws be. Program considerations ranged from strict prohibition of any alterations or demolition to implementation of tax incentives with no guidelines or compliance requirements.

Further deliberations were stalled because the type and number of the buildings which would be affected were unknown. Without that knowledge, the implications and end results of any program could not be anticipated, let alone be determined. The first step then was to conduct a survey of existing community resources.

The Federal/State survey grant program specifically fit this need. It provided the financial assistance necessary to secure the expertise in resource evaluation and survey procedures. Though the City is fortunate to have a few committed individual volunteers for historic research and write-ups, required technical and professional historic and architectural expertise was not locally available.

The survey was to address all pre-1941 structures within the corporate City limits. This met the requirements of the Federal and State guidelines and local concerns. Though City wide in scope the inventory results are notably concentrated in the old western center of the City, the original "built up" portion of town.

Methodology

Volunteer hours spent on the project through August 1985 totaled 306 7 hours. Committee members expended approximately 400 more hours in the final preparation of the document. Staff spent more than 500 hours on the project. The Consultant spent 1604 hours on the project. The actual cost of the project exceeded \$42,000.

1998/1999 Demolition Ordinance (Copied from newspapers)

Interim demolition permit review ordinance approved. It amended current (at the time) regulations regarding demolition permit requests for historically significant buildings. The council ordered the ordinance to be drawn up following the emotional debates over the proposed demolition of the St. Mary of Angels Catholic Church.

"The ordinance will be replaced by a comprehensive historical preservation ordinance after an inventory of the city's historical buildings has been completed and accepted by the council. That could take several years, however." (Ukiah Daily Journal, 12/4/1998)

The ordinance was drawn up to be broad because it was meant to act as a "catch-all", giving the opportunity to research and investigate historic significance on a case-by-case basis, until the historic preservation code could be put into place.

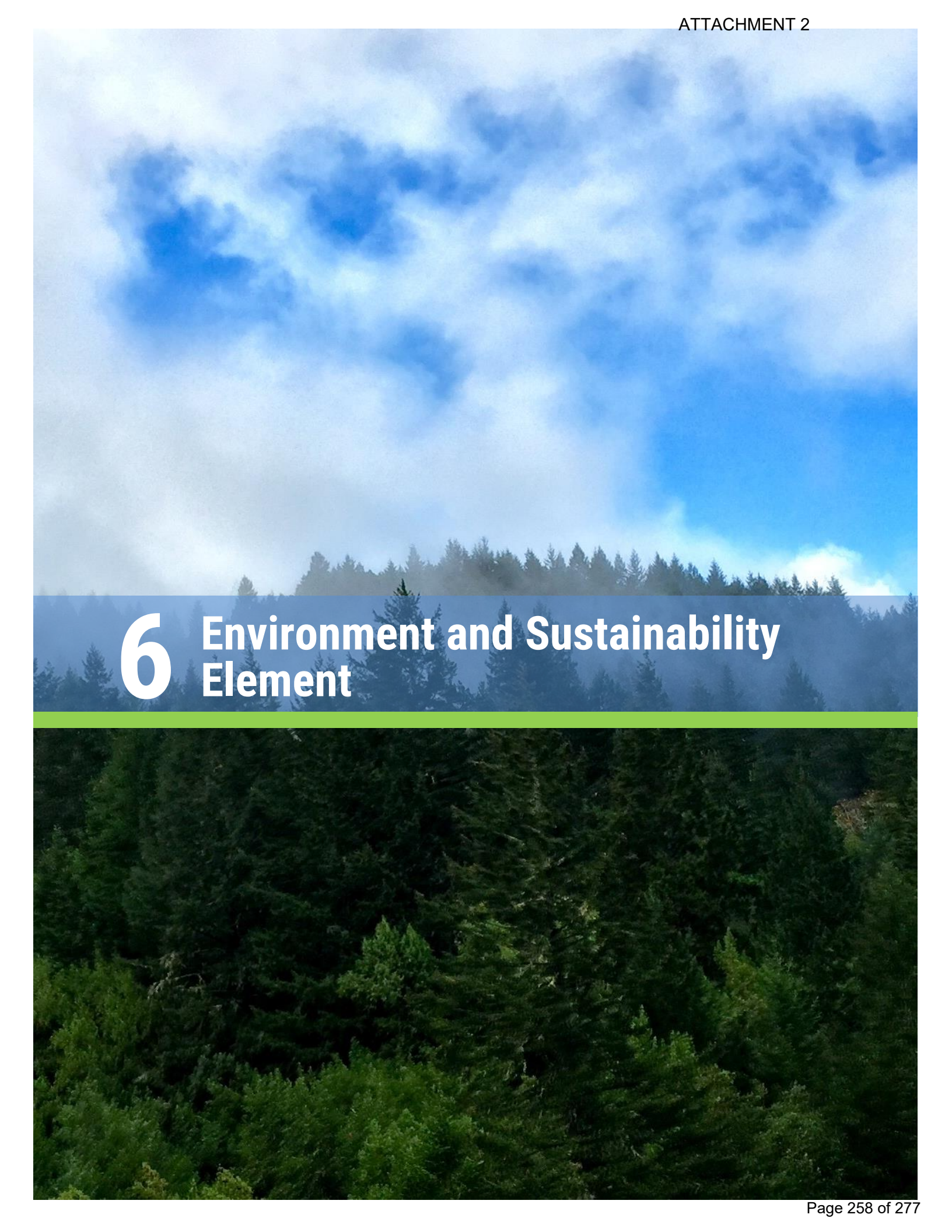
1999 Survey Update (Copied from published survey)

The City of Ukiah prepared a General Plan (December 1995) giving high priority to the preparation of an Historical Preservation Ordinance to protect and enhance the historic resources within the City. A key component of this project is a re-survey of these resources. A previous document entitled, "Architectural and Historical Resources Inventory Report" was prepared in 1984-1985. While not officially adopted by the city, it has been used as an important resource document. This document updates that survey.

This survey update was conducted in consultation with the State Office of Historic Preservation (OHP), and in accordance with their standards, in order that the findings of the survey would meet OHP criteria for review and acceptance. OHP acceptance of the findings of the survey update will allow the City ready conformance with the requirements of the California Environmental Quality Act (CEQA) as regards its discretionary decisions as they relate to cultural resources. OHP acceptance and certification will also benefit owners of buildings identified as historically significant by qualifying those buildings for use of the State Historical Building Code, for the tax incentives provided by the Mills Act, for federal investment tax credit incentives for commercial properties, for historic preservation grants-in-aid, and for the tax credits provided for in the Historic Homeowners' Assistance Act currently under consideration by the U.S. Congress.

Methodology

This document updates a survey conducted in 1984-85. The survey was updated in consultation with the State Office of Historic Preservation (OHP). The consultants viewed and re-photographed each property in the original survey. Each property was re-evaluated using the criteria of the National Register of Historic Places. The consultants prepared a continuation sheet for each property updating the original information where needed and writing a new significance statement for each. The significance statement included the new conclusions and the reasons for the conclusions, but did not reiterate any background or justifications that were already given in the original.



6 Environment and Sustainability Element



Environment and Sustainability Element

The Environment and Sustainability Element evaluates environmental, biological, and agricultural resources, air quality, open space, and climate change and sustainability in Ukiah. It establishes policies and actions to protect and manage these resources including an emphasis on climate adaptation and sustainability, to protect the community.

Section	Title	Page
6.1	Open Space	6-3
6.2	Historic-Archeological	6-6
6.3	Conservation.....	6-6
6.4	Biological Resources	6-8
6.5	Air Quality.....	6-9
6.6	Climate Change and Sustainability	6-10
6.7	Implementation Programs	6-12

6.1 Open Space

Open space, or any parcel or area of land or water that is essentially unimproved and devoted to an open-space use, is abundant in the greater Ukiah Valley region, and the city of Ukiah has additional opportunities for local acquisition and management of open spaces as shown in Figure 6-1. Ukiah has a number of local parks and recreation facilities totaling 260 acres, as well as an 80-acre open-space park called Low Gap Park, managed by Mendocino County. Low Gap Park has an existing network of trails, which extend from Low Gap Park through the hills west of the city. The greater Planning Area for Ukiah includes a number of County and Federal parks including Mill Creek Park (400-acres), and two Federal open space recreation areas: Lake Mendocino Recreation Area (5,110-acres) and Cow Mountain Recreation Area (60,000-acres). Adjacent to Ukiah City Limits, the Russian River provides recreational opportunities for Ukiah residents including swimming, fishing, inner-tubing, and picnicking. There are four access points to the river from the city: the City's Softball Complex, Vichy Spring-Perkins Road crossing, Riverside Park, and Talmage Road crossing.

Goals and Policies

ENV-1 *Preserve open space land for the commercial agricultural and productive uses, the protection and use of natural resources, the enjoyment of scenic beauty and recreation, protection of tribal resources, and the protection from natural hazards.*

ENV-1.1 **Landscaping Compatibility**

The City shall require landscaping in new development to be compatible with preservation and restoration goals of open space management and native vegetation.

ENV-1.2 **Open Space Management**

The City shall manage and maintain City-owned open spaces to preserve the integrity of these public spaces.

ENV-1.3 **Open Space and Renewable Energy Production**

The City shall seek, where feasible, to develop renewable energy production within City-owned open space.

ENV-2 *To maintain and enhance the urban forest to create a sense of urban space and cohesiveness with the surrounding natural environment.*

ENV-2.1 **Tree Preservation**

The City shall update and maintain City tree inventories to support landmark trees preservation and urban biodiversity, including trees designated for streets and parking lots, and city facilities. The City shall also prepare an Urban Forest Master Plan, review its Tree Management Guidelines and study the feasibility of preparing a Tree Protection Ordinance.



ENV-2.2 Protect Healthy Trees

The City shall review new construction and landscaping site plans to ensure that healthy trees are not removed unnecessarily.

ENV-2.3 Accommodation of Trees along Roadways

The City shall ensure future roadway plans accommodate existing and new trees without compromising sidewalk accessibility.

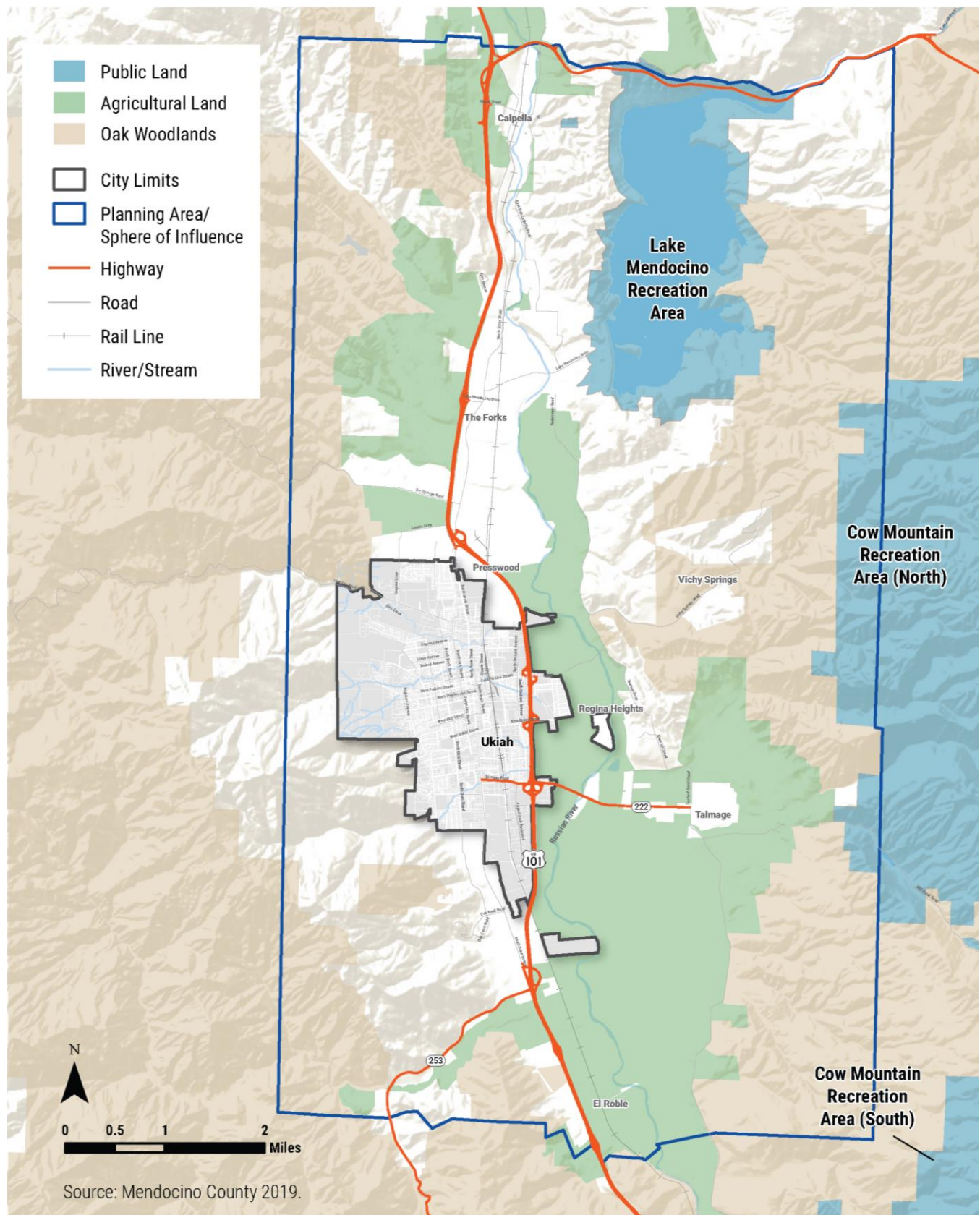
ENV-2.4 Tree Trimming for Fire Prevention

The City shall encourage private tree trimming as a fire hazard mitigation.



For goals and policies relating to parks and recreation uses and designated facilities, please refer to Section 5.7 (Parks and Recreation Facilities) in the Public Facilities, Services, and Infrastructure Element.

Figure 6-1 Open Space



6.2 Historic-Archeological

The City of Ukiah values preserving its historic and archaeological character. The area has a rich history, from the first seasonal Native American inhabitants to the landmark ranches and buildings of the modern era. The Planning Area includes the City of 10,000 Buddhas two miles east of Ukiah; the Vichy Springs Resort, a California Historical Landmark; and the former Finnish colony in Calpella. The city of Ukiah itself has the Palace Hotel, built in 1891, and completed Historical and Architectural Surveys in 1985 and 1999, identifying a number of local historic and architectural resources.

Goals and Policies

ENV-3 *To preserve and protect historic and archaeological resources in Ukiah.*

ENV-3.1 Historic Designations

The City shall support the listing of eligible properties, sites, and structures as potential historic designations and their inclusion in the California Register of Historical Resources and National Register of Historic Places.

ENV-3.2 Archaeological Resource Impact Mitigation

The City shall ensure appropriate and feasible mitigation for new development that has the potential to impact sites likely to contain archaeological, paleontological, cultural, or tribal resources.

ENV-3.3 Protect Archaeological Resources

The City shall require any construction, grading, or other site altering activities cease if cultural, archaeological, paleontological, or cultural resources are discovered during until a qualified professional has completed an evaluation of the site.

ENV-3.4 Tribal Consultation

The City shall proactively engage local Native American tribes in the planning process, particularly when matters related to Native American culture, heritage, resources, or artifacts may be affected.

ENV-3.5 Educational Outreach

The City shall coordinate with the museum to provide education to the public on how to protect sites and structures.

ENV-3.6 City-owned Historic Sites and Structures

The City shall maintain, preserve, and improve City-owned historic structures and sites in an architecturally and environmentally sensitive manner.

ENV-3.7 Adaptive Reuse

The City shall encourage appropriate adaptive reuse of historic resources.

6.3 Conservation

Ukiah is home to multiple species of native oak trees and other sensitive plant species and habitats. The community strives to conserve the iconic natural resources that are part of the area's identity. The City maintains protections of select species in its Protected Trees code: black oak, blue oak, coast live oak, , interior live oak, oracle oak, Oregon

oak, valley oak, white oak, native California oak, California buckeye, California bay, and California/coast redwood. Riparian habitats are located along the Russian River and provide habitat for a variety of species including, blackberry, wild rose, wild grape, and coyote bush.

The City has programs in place to aid in protecting and enhancing its natural resources, including a Public Spaces Commission that has been created to foster a culture of informed community participation in the planning and implementation of the wise use of public spaces.

The City of Ukiah sources its water primarily from the Russian River and three active groundwater wells. Groundwater recharge is important for ensuring a sustainable water supply for the city and protecting these resources from pollutants. The City has a recycled water system that serves agricultural and landscape irrigation, industrial processes.

Goals and Policies

ENV-4 *To conserve and protect the city's natural woodlands and water resources for future generations.*

ENV-4.1 **Habitat Preservation**

The City shall require new development to preserve and enhance natural areas that serve, or may potentially serve, as habitat for special-status species. Where preservation is not feasible, the City shall require appropriate mitigation.

ENV-4.2 **Trail Connectivity**

The City shall identify appropriate areas for trails along the ridge line that can be connected to trails in the valley.

ENV-4.3 **Interconnected Greenways**

The City shall encourage new development to incorporate and facilitate interconnected greenways that support wildlife conservation and recreational purposes.

ENV-4.4 **River and Creek Preservation**

The City shall work cooperatively with the County and private landowners to develop pedestrian access along creeks flowing through the City where safe and feasible to do so and where it will not cause adverse impacts.

ENV-4.5 **Recycled Water**

The City shall support efforts to increase recycle water use.

ENV-4.6 **Groundwater Protection**

The City shall require, for new development that could result in a significant reduction in groundwater recharge area or water quantity, an analysis, prepared by a licensed hydrologist, of the project impacts on groundwater recharge and quality.

ENV-4.7 **Water Capturing Permits**

The City shall encourage and support residents to have an on-site water capturing system for landscaping and household use.

ENV-4.8 Mitigate Water Resource Pollutants

The City shall protect water quality from adverse impacts of urban and agricultural runoff.

ENV-4.9 Biological Resource Assessment

The City shall require that new development proposed in or adjacent to ecologically sensitive areas, to complete a site-specific biological resource assessment prepared by a qualified biologist that establishes the existing resources present.

6.4 Biological Resources

There are several threatened and endangered species within the greater Ukiah Planning Area including the northern spotted owl, foothill yellow-legged frog, red-bellied newt, chinook salmon, and steelhead trout. The local wildlife and biological resources are critical to the proper functioning of the local ecosystems and the City is committed to protecting and restoring sensitive biological processes and ensuring the overall health of the wildlife community.

Goals and Policies

ENV-5 *To ensure the health and viability of the Russian River fisheries and tributaries.*

ENV-5.1 Local Collaboratives

The City shall participate in local collaborative efforts to restore and preserve the health of the Russian River as a habitat for riparian species.

ENV-5.2 Community Education

The City shall work with schools' education providers, and non-profit community groups, to organize educational trips, cleanup days, and similar activities that promote involvement with and knowledge of the Russian River habitat.

ENV-5.3 Russian River Riparian Area

The City shall support the County in maintaining the Russian River as a natural riparian corridor.

ENV-6 *To preserve and restore creeks, streams, riparian areas, and wetlands.*

ENV-6.1 Restoration Master Plans

The City shall establish a Creek and Stream Restoration Master Plan for each creek flowing through the City limits.

ENV-6.2 Contamination and Sedimentation Prevention

The City shall require new development to use site preparation, grading, and construction techniques that prevent contamination and sedimentation of creeks and streams.

ENV-6.3 Waterway Restoration

The City shall encourage and provide resources to landowners in the city to remove invasive species, plant native plant species, and prevent pollution from entering local creeks and waterways.

ENV-6.4 Waterway Channelization

The City shall actively support the use of natural waterways within the city by avoiding any new waterway channelization within the city and collaborating with local and regional agencies to restore channelized waterways where feasible.

ENV-6.5 Creek Protection

The City shall require new development located adjacent to stream corridors to include appropriate measures for creek bank stabilization, erosion and sedimentation prevention, and natural creek channel and riparian vegetation preservation.

ENV-6.6 Erosion Control Plans

The City shall require new development that requires significant grading near creeks, streams, wetlands, and riparian areas to prepare erosion control plans that address grading practices that prevent soil erosion, loss of topsoil, and drainageway scour, consistent with biological and aesthetic values.

ENV-6.7 Public Open Space

The City shall work with Mendocino County and the Public Spaces Commission to identify and select appropriate locations along creek channels, hillsides, and ridgelines that would be appropriate for future acquisition and development as trails, pocket parks, wildlife preserves, or other public open space.

ENV-6.8 Research and Educational Access

The City shall work with public and private landowners adjacent to creeks to allow public access to creeks, streams, waterways, and riparian areas for educational and research programs.

6.5 Air Quality

The city of Ukiah has generally good air quality when compared with the rest of the state. Air quality monitoring of ozone and particulate matter from 2015 and 2017 reports indicated that Ukiah did not exceed California air quality standards for more than eight days in a year. The only major source of air pollution is from transportation emissions, most notably from diesel particulate matter, with Highway 101 as the primary source. Air pollution from wildfires has also grown in intensity and frequency across the State over the last decade. Such impacts from the wildfires smoke continue to impact and threaten our vulnerable populations resulting in school closings and business shutdowns. It is expected that Ukiah as well as other vulnerable communities to wildfires will experience these worsening events for the foreseeable future.

Goals and Policies

ENV-7 *To improve air quality to the benefit of public health, welfare, and reduce air quality impacts with adverse effects on residents' health and wellbeing.*

ENV-7.1 Transit Oriented Development

The City shall encourage concentration of new development near areas served by transit access and reduce single-occupancy vehicle dependency.

**ENV-7.2 Active Transportation**

The City shall prioritize pedestrian and bicycle access, infrastructure, and education to encourage increased use of alternative modes of transportation as a means to reduce direct and indirect air contaminant emissions.

ENV-7.3 Implement Clean Air Plan

The City shall cooperate with Mendocino County Air Quality Management District (MCAQMD) to implement the Clean Air Plan required by the Clean Air Act, reduce non-attainment pollutants, including PM₁₀, PM_{2.5}, and ozone, and enforce air quality standards as required by State and Federal statutes.

ENV-7.4 Public Outreach

The City shall cooperate with the MCAQMD and Mendocino County Public Health to create public awareness and education programs about air quality issues and safety measures during hazardous air events.

ENV-7.5 Construction and Operations

The City shall require that development projects incorporate feasible measures that reduce construction and operational emissions for reactive organic gases, nitrogen oxides, and particulate matter (PM₁₀ and PM_{2.5}).

ENV-7.6 Wood Burning Fireplace Replacement

The City shall promote the replacement of non-EPA certified fireplaces and woodstoves and encourage city residents to participate in MCAQMD and NSCAPCD programs, such as the Wood Stove Rebate Program.

ENV-7.7 City Vehicle and Equipment Fleet

The City shall continue to purchase low-emission vehicles and use clean alternative fuels as part of their fleet. When possible, the City will replace gas and hybrid vehicles with electric vehicles.

ENV-7.8 Residential EV Charging Stations

The City shall encourage new development to install EV charging stations in homes to increase the potential for the public to use zero-emission vehicles, lessening the impacts to air quality through pollution.

ENV-7.9 Public EV Charging Stations

The City shall install public charging stations in its commercial areas to provide additional charging options for city visitors.

6.6 Climate Change and Sustainability

There are several State laws that work to address the climate crisis in California. In 2016, the State achieved its goal from the target set under Assembly Bill 32 (AB 32), which required California to reduce emissions to 1990 levels by 2020. Senate Bill 32 (SB 32) is the next legislative milestone, requiring a reduction in emissions of 40 percent below 1990 levels by 2030. Through Senate Bill 100 (SB 100) the State has also set an ambitious target of eliminating 100 percent of emissions from energy production by 2045. Lastly, Executive Order B-55-18 aims to reduce the entire state's emissions to net zero by 2045.

To work toward achieving these goals, the City of Ukiah prepared a Draft Climate Action Plan in 2014 which was not formally adopted. The Draft Climate Action Plan outlines the pathway to reducing emissions and meeting the targets

set by the State and City. Ukiah aims to build on this strategy to significantly reduce emissions in compliance with state standards and develop ambitious strategies to achieving carbon neutrality. It is important to note that the City's Electric Utility Department has its own goals for carbon reduction, based on State's requirements, specifically tied to city-owned/operated facilities and the city fleet.

Goals and Policies

ENV-8 *To achieve carbon neutrality by or before the year 2045.*

ENV-8.1 Carbon Neutrality Resolution

The City shall adopt a Carbon Neutrality Resolution that provides a foundation for all subsequent climate actions.

ENV-8.2 Micro-grid and Small Battery Storage

The City shall encourage the development of small-scale battery storage and micro grid capacity for storing renewable power for nighttime energy use.

ENV-8.3 Municipal Building Electrification Plan

The City shall adopt an electrification plan for all municipal buildings to convert them to all electric using energy from carbon-free and renewable sources by 2035.

ENV-8.4 Municipal Preference of Emissions-Reduced Equipment

The City shall contract only with providers who use electric-powered equipment where available and feasible for City construction projects or contract services.

ENV-8.5 Energy Conservation and Renewable Energy

The City shall promote energy conservation in municipal facilities by seeking opportunities to install energy efficient fixtures and appliances, solar panels, solar battery storage, and other retrofits to new and existing structures.

ENV-9 *To become a zero-waste community through responsible procurement, waste diversion, and innovative strategies.*

ENV-9.1 Zero Waste

The City shall promote innovative activities that reduce waste and increase waste diversion, including sourcing products with reusable, recyclable, or compostable packaging; establishing food diversion programs; gasification, and promoting and educating on waste diversion and its importance.

ENV-9.2 Household Waste Programs

The City shall provide convenient, easy-to-use bulky item and household hazardous waste programs that facilitate the reuse and recycling of materials.

6.7 Implementation Programs

Programs	Implements Which Policy(ies)	Responsible Supporting Department(s)	2022 – 2025	2026 – 2030	2031 – 2040	Annual	Ongoing
A Hillside Ordinance The City shall update its Hillside Ordinance periodically to provides regulations and provisions that balance hillside development and preservation. At a minimum the Hillside Ordinance shall: • Protect of natural terrain and hillside areas on the west side of Ukiah; • Promote habitat connectivity and scenic viewsheds; • Include development standards for grading, road and trail improvements, density, structure design and placement, clustering, erosion and sediment control, habitat preservation; and • Promote wildfire safety standards and site development regulations.	ENV – 1.1 ENV – 1.2 ENV – 6.7	Community Development	■				■
B Landscaping Standards The City shall update the Zoning Code to include landscaping standards to require drought-resistant and native plants.	ENV – 1.1	Community Development	■				
C Open Space Management Revise the Zoning Code to include standards for maintaining open space and green areas within new developments.	ENV – 1.2	Community Development	■				
D Updated Undeveloped Land Inventory The City shall annually update the undeveloped lands inventory.	ENV – 1.2	Community Development				■	

Programs	Implements Which Policy(ies)	Responsible Supporting Department(s)	2022 – 2025	2026 – 2030	2031 – 2040	Annual	Ongoing
E Prepare an Urban Forest Master Plan The City shall prepare an Urban Forest Master Plan that includes the types of trees appropriate for Ukiah and locations where the city would receive the greatest benefits of new trees. This plan should include trees within commercial and residential areas, as well as those at city parks and facilities. This plan shall be updated every five years.	ENV – 2.1	Community Development Public Works Community Services			■		
F Tree Protection Ordinance The City shall review it's Tree Management Guidelines and study the feasibility of preparing a Tree Protection Ordinance.	ENV – 2.1 ENV – 2.2	Community Development			■		
G Historic Structure Preservation Policy and Architectural Inventory The City shall update the Historic Structure Preservation policy and architectural resource inventory in collaboration with the Mendocino County Historical Society to focus on preservation of identified historic and architectural resources, while also streamlining development/demolition of older, non-resource structures.	ENV – 3.1	Community Development		■			
H Cultural and Historic Registry The City shall update the list of cultural and historic resources worthy of nomination to state or national preservation lists.	ENV – 3.1	Community Development	■				



Programs	Implements Which Policy(ies)	Responsible	2022 – 2025	2026 – 2030	2031 – 2040	Annual	Ongoing
		Supporting Department(s)					
I Historic Preservation Ordinance The City shall adopt a Historic Archaeological Preservation Ordinance to review permanent changes to the exterior or setting of designated historic or impacts to Archaeological resources. Among other topics, the Ordinance should address the following: archaeological resource impact avoidance, new development in historically-sensitive neighborhood, compatibility of energy conservation retrofitting, design review standards for new structures replacing demolished historic structures, and requirements for preservation of records and artifacts from demolished historic structures.	ENV – 3.1 ENV – 3.5 ENV – 3.6 ENV – 3.7	Community Development		■			
J Water Conservation Guidelines The City shall prepare guidelines for drought period water conservation strategies for residential zones.	ENV – 4.5 ENV – 4.6 ENV – 4.7	Community Development Public Works	■				

Programs	Implements Which Policy(ies)	Responsible Supporting Department(s)	2022 – 2025	2026 – 2030	2031 – 2040	Annual	Ongoing
K Creek and Stream Protection Zone Establishment for New Development The City shall establish creek and stream protection zones for waterways that extend a minimum of 30 feet (measured from the top of a bank and a strip of land extending laterally outward from the top of each bank), with wider buffers where significant habitat areas or high potential wetlands exist. The City shall prohibit development within a creek and stream protection zones, except as part of greenway enhancement, including habitat conservation, bike and walking paths, wildlife habitat, and native plant landscaping). City approval is required for the following activities within the creek and stream protection zones. 1. Construction, alteration, or removal of any structure; 2. Excavation, filling, or grading; 3. Removal or planting of vegetation (except for removal of invasive plant species); or 4. Alteration of any embankment.	ENV – 6.1 ENV – 6.3 ENV – 6.6	Community Development Public Works		■			
L Erosion Prevention Program The City shall revise the Zoning Code to include design standards for new development that require riparian habitat integration into project design as a means of avoiding potential impacts of river sedimentation and lessening the effects of erosion.	ENV – 6.1 ENV – 6.2 ENV – 6.4 ENV – 6.5 ENV – 6.6	Community Development		■			
M Adopt a Municipal Climate Action Plan (CAP) The City shall adopt a municipal Climate Action Plan to achieve carbon neutrality for all municipal operations and meet State and City GHG emission reduction goals.	ENV – 8 ENV – 8.1 ENV – 8.3 ENV – 9.1 PFS – 3 (and supporting policies)	Community Development	■				



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AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Dueñas and Various Councilmembers

ATTACHMENTS:

1. 2024 City Council Special Assignments and Ad Hoc(s)

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager

2024 CITY COUNCIL SPECIAL ASSIGNMENT LIST

LOCAL / UKIAH VALLEY		MTG DATE/TIME	MEETING LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Broadband Project		TBD	TBD		Civic Center 300 Seminary Ave. Ukiah, CA 95482	to evaluate the Request for Proposal (RFP) for the Internet Service Provider (ISP) for the California's Public Utilities Commission (CPUC) Last Mile Broadband	Orozco	Jim Robbins, Grants Manager, 463-6708; jrobbins@cityofukiah.com
Investment Oversight Committee		Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco - Alternate Alan Carter, Treasurer	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Disaster Council		Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5720 - Traci Boyl	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas- Alternate	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Greater Ukiah Business & Tourism Alliance (GUPTA)		4th Monday of month, 10 a.m.	200 S School St. Ukiah, CA 95482		200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Marianne Davison - <i>Community Services Department Staff</i> Duenas - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)		2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Rodin Orozco - Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
North Coast Opportunities (NCO)		4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Burgess	Jake Burgess, Community Services Supervisor; 463-6201 jburgess@cityofukiah.com
Sun House Guild ex officio		2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Duenas Neil Davis - Alternate	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)		2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA		County Executive Office 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Duenas- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
MENDOCINO COUNTY		MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Selection Committee		Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission <i>(Mayor - Primary; Vice Mayor - Alternate)</i>	Mayor Duenas Vice Mayor Crane - Alternate	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Economic Development & Financing Corporation (EDFC)		2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Library Advisory Board		3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Sher Rodin - Alternate	Kristine Lawler, City Clerk; 463-6217; klawler@cityofukiah.com
Mendocino County 1st District Liaison		Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Rodin Crane- Alternate	Sage Sangiacomo, City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison		1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Rodin Duenas - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)		1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Duenas Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Airport Land Use Commission		As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Liaisons: Owen/Schlatter	Greg Owen, Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)		1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Rodin Crane - Alternate for both city seat members on Commission	Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com

Mendocino County Continued	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Crane Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Sher Duenas - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Cedric Crook, Police Chief Duenas - Alternate	Cedric Crook, Police Chief; 463-6771; ccrook@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen, Airport Manager (appointed 12/19/18)	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Duenas Rodin - Alternate Sage Sangiacomo, City Manager Cedric Crook, Police Chief	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
REGIONAL	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Great Redwood Trail Agency	Bi-monthly, 3rd Thursdays, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Rodin Duenas - Alternate	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Duenas Orozco - Alternate	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association 2235 Mercury Way, Suite 105 Santa Rose, CA 95407 info@rrwatershed.org 707-508-3670 (message only)	Consider issues related to Russian river - plans projects and funding requests	Rodin Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Northern California Power Agency (NCPA) - Commission	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sher - City Council Alternate Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA		35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Diversity and Equity	TBD	Virtual Meeting Room (link to be created)		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City’s workforce and municipal services	Orozco/Duenas	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Fire Executive Committee	2nd Tue, every other month beginning in January; 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Sher	Doug Hutchison, Fire Chief; 463-6263; dhutchison@cityofukiah.com
Countywide Oversight Board to the RDA Successor Agencies	4th Thursday of January, 4:00 p.m.; meets annually	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: City Clerk 300 Seminary Ave. Ukiah, CA 95482	Oversee and direct the Successor Agencies of the former redevelopment agencies	Crane	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Kristine Lawler, City Clerk; 463-6217, klawler@cityofukiah.com
Water Executive Committee (Ukiah Valley Water Authority)	1st Tue of each month at 6:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: Sean White 300 Seminary Ave. Ukiah, CA 95482	Oversight of UVWA; set annual budget for the combined water system; Manage rates and collect levies; modify existing water rights for the provision of water service; mediation and dispute resolution;	Crane/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com

2024 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com
Trench Cut Policy Development	Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	Rodin/Sher	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Special Districts (Water District Consolidation)	Orozco/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Corp Yard Planning	Crane/Orozco	Jason Benson, Senior Civil Engineer 463-6284 jbenenson@cityofukiah.com
Mendocino County Courthouse Project and Reuse	Sher/Orozco	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Climate Action Plan <i>Will coordinate with the Community Development Director to identify and assign representation to each of the identified categories, and also coordinate with the Community Development Director and the Climate Action Plan Working Group related to other outreach efforts during the development of the draft municipal Climate Action Plan related to the 2040 General Plan</i>	Sher/Duenas	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
City's 150-Year Anniversary Planning	Orozco/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Zoning Reform <i>(previously was the Community Development Fee Review ad hoc)</i> <i>function is to explore creation of a new ministerial zoning permit and identify additional zoning streamlining and reform efforts to provide better and more consistent development outcomes</i>	Crane/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Community Health Needs Assessment (CHNA) Steering Committee <i>assist in the creation of the 2025 CHNA Report for the communities served by the three Adventist Health hospitals in Mendocino County. providing insight, identifying, gathering and analyzing the health needs of our community. Additionally</i>	Rodin/Sher	Jeremy Malin, NP Director of Community Health Analytics Adventist Health Howard Memorial Adventist Health Ukiah Valley Adventist Health Mendocino Coast 978-289-3330; malinj@ah.org
Parks & Recreation Special District Exploration	Rodin/Orozco	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Downtown Zoning code	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
TOT 3% Tax Measure Material Development	Rodin/Sher	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
City Council Handbook Review and Update	Sher	Kristine Lawler, City Clerk 463-6217; klawler@cityofukiah.com