



**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/83894331689>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 838 9433 1689
- 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.

October 2, 2024 - 5:15 PM

-
1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **AB 2449 NOTIFICATIONS AND CONSIDERATIONS**
 4. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**
 - 4.a. Proclamation of the Ukiah City Council Recognizing October as National Disability Employment Awareness Month in the City of Ukiah.
Recommended Action: Issue a Proclamation recognizing October as National Disability Employment Awareness Month in the City of Ukiah.
Attachments:
 1. Proclamation
 - 4.b. Proclamation of the Ukiah City Council Recognizing October 14, 2024, as Indigenous Peoples' Day in the City of Ukiah.
Recommended Action: The Ukiah City Council will issue a proclamation recognizing October 14, 2024, as Indigenous Peoples' Day in the City of Ukiah.
Attachments:
 1. Proclamation
 5. **PETITIONS AND COMMUNICATIONS**

6. APPROVAL OF MINUTES

- 6.a. Approval of the Minutes for the September 18, 2024, Regular Meeting.

Recommended Action: Approve the Minutes for the September 18, 2024, Regular Meeting.

Attachments:

1. 2024-09-18 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. Consideration of Adoption of Resolution Approving the Destruction of Outdated Records from the Finance Department and the City Manager's Office.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents for the Finance Department and the City Manager's Office.

Attachments:

1. Resolution

- 8.b. Approve Budget Amendment in the Amount of \$140,000 for the Fire Department Operating Fund (105).

Recommended Action: Approve a budget amendment in the amount of \$140,000 for the Fire Department Operating Fund.

Attachments:

1. ASR-8J 07.17.2024 FIRE

- 8.c. Consideration of Adoption a Resolution Approving Amendments to the Current Memoranda of Understanding Between the City of Ukiah and Department Head and Management Bargaining Units.

Recommended Action: Adopt Resolution approving amendments to the current Memoranda of Understanding (MOU) between the City of Ukiah and Department Head and Management bargaining units.

Attachments:

1. Resolution to Amend Department Head and Management Unit MOUs 2022-2025

- 8.d. Award of Contract with GHD Inc. for Multimodal Transportation Study of School Street; and Approval of Corresponding Budget Amendment.

Recommended Action: Approve the award of a contract to GHD Inc. in the amount of \$238,999.99 for services related to a multimodal transportation study of School Street; and approve a corresponding budget amendment.

Attachments:

1. Request for Proposals - School St Multimodal Transportation Study FINAL
2. GHD Proposal
3. Approved PIF

- 8.e. Approval of a Budget Amendment in the Amount of \$280,893.50 for Additional Road Reconstruction Services from Ghilotti Construction Inc., on Low Gap Road Related to the Recycled Water Project Phase 4.

Recommended Action: Approve budget amendment in the amount of \$280,893.50 for the additional road reconstruction services from Ghilotti Construction Inc. on Low Gap Road related to the Recycled Water Project Phase 4.

Attachments: None

- 8.f. Consideration of Execution of Amended and Restated Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and Reaffirm the Continued Appointment of Vice-Mayor Crane and Councilmember Orozco as the Two Representatives to the Ukiah Valley Water Authority.

Recommended Action: Approve the Amended and Restated Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and authorize the Mayor/City Manager to execute the agreement on behalf of the City, and to make any modifications that do not make material, substantive changes to the agreement, including approval of Exhibits A-E thereto, and if approved reaffirm the continued appoint of Vice-Mayor Crane and Councilmember Orozco as the two representatives to the Ukiah Valley Water Authority.

Attachments:

1. Joint Powers Agreement - Redline & Clean
2. Exhibit B
3. Exhibit C

- 8.g. Authorize the City Manager to Execute a Municipal Lease Agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to Finance the Purchase of Equipment on Order in Support of the Inter Facility Transport Agreement Between the Ukiah Valley Fire Authority and Adventist Health Systems West, and Approve Corresponding Resolution and Budget Amendments.

Recommended Action: Authorize the City Manager to execute a municipal lease agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to finance the purchase of equipment on order in support of the Inter Facility Transport Agreement between the Ukiah Valley Fire Authority and Adventist Health Systems West, and approve corresponding resolution and budget amendments.

Attachments:

1. Equipment Purchase Orders
2. City of Ukiah Terms and Conditions
3. City of Ukiah Amortization
4. Draft Resolution - Ambulance Equipment dv edits
5. Draft - Document Package - City of Ukiah

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 (5:30 PM)

- 12.a. Possible Introduction by Title Only of an Ordinance to Approve a Rezone from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2), as well as Approval of a Minor Subdivision Resulting in Two (2) Parcels at 960-979 Marlene Street; (APNs 003-100-24 - 003-100-437); File No. #24-9277.

Recommended Action: Introduce by title only an Ordinance to approve a Rezone from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2), as well as approve a Minor Subdivision resulting in two (2) parcels at 960-979 Marlene Street; (APNs 003-100-24 - 003-100-437); File No. #24-9277.

Attachments:

1. Application Materials
2. Draft Findings
3. Draft Conditions of Approval
4. Agency Comments and Responses
5. Technical Memorandum – CEQA Exemption (Terra Nova Planning & Research)
6. Draft Ordinance

- 12.b. Possible Introduction of an Ordinance, by Title Only, Amending and Adding Various Sections of the Ukiah City Code to More Effectively Regulate 'Missing Middle Housing' Consistent with the Land Use Element of the Ukiah 2040 General Plan.

Recommended Action: Introduce, by title only, an ordinance amending and adding various sections of the Ukiah City Code to more effectively regulate 'Missing Middle Housing' consistent with the Land Use Element of the Ukiah 2040 General Plan.

Attachments:

1. City of Ukiah - Land Use Element (Missing Middle Housing)
2. Planning Commission Resolution (Draft - Unsigned)
3. CEQA Guidelines Section 15183 (Findings of Significance)
4. Draft Ordinance
5. Staff Analysis

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

Recommended Action: Conduct a Public Hearing to consider adoption of a Resolution approving the submittal of a CDBG Application in response to the 2024 State Community Development Block Grant Program Notice of Funding Availability; and approve corresponding budget amendments if awarded funding for the application.

Attachments:

1. 2024_CDBG_NOFA
2. LocalAppPublicNotice
3. Local_App_2024
4. LocalApp_PlanningStudy
5. LocalApp_FTHB_Program
6. Resolution

13. UNFINISHED BUSINESS

- 13.a. Receive Report Regarding the City's Response to the Updated FEMA Floodplain Maps, Provide Direction to Staff, and Take Any Other Action Deemed Necessary.

Recommended Action: Receive a report regarding the City's response to the updated FEMA floodplain maps, provide direction to Staff, and take any other action deemed necessary.

Attachments:

1. 2024-09-20 Council Comment Ltr to FEMA re FEMA Floodplain Maps
2. City of Ukiah FEMA Map Comment Letter_20SEP2024
3. Updated Floodplain Map

14. NEW BUSINESS

- 14.a. Consideration of Resolution Provided by Cal Cities in Support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act.
Recommended Action: Staff Recommendation: Adopt a Resolution supporting Proposition 36, which appears on the November 5, 2024, ballot and proposes changes to current laws to allow increased penalties for certain theft and drug crimes, as well as measures for rehabilitation and treatment for drug-related offenses.
Alternate Actions: 1) Develop a resolution opposing Proposition 36; 2) Take no action; or 3) Provide additional direction to Staff.
 Attachments:
 1. Prop 36 Resolution
 2. Prop 36 Comparison Table
- 14.b. Receive and File Fourth Quarter Financial Report (Preliminary Unaudited Year-End Results).
Recommended Action: Receive and file report.
 Attachments: None
- 14.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).
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 – Anticipation of Litigation**
 (Government Code Section 54956.9(d)(4))
 Initiation of litigation (4 cases)
- 15.b. **Conference with Legal Council - Anticipated Litigation**
 Government Code Section 54956.9(d)(2)
 Significant exposure to litigation (1 case)
- 15.c. **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.d. **Conference with Legal Counsel – Existing Litigation**
 (Government Code Section 54956.9(d)(1))
 Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200
- 15.e. **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. SCUK-CVPT-20-74612
- 15.f. **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.g. **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.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

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: 9/27/24



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing October as National Disability Employment Awareness Month in the City of Ukiah.

DEPARTMENT: City Manager / Admin

PREPARED BY: Maria Ceja, Administrative Analyst

PRESENTER: Josefina Dueñas, City Council, Mayor

ATTACHMENTS:

1. Proclamation

Summary: The Ukiah City Council will issue a proclamation recognizing October 2024 as National Disability Employment Awareness Month in the City of Ukiah. The Proclamation highlights the importance of inclusive employment policies and practices that support workers with disabilities and celebrates their contributions to the workforce. This year's theme, "Access to Good Jobs for All," reinforces the commitment to building an inclusive community and a strong economy.

Background: Each October, Americans observe National Disability Employment Awareness Month to celebrate the contributions of America's workers with disabilities past and present, and to showcase supportive, inclusive employment policies and practices that benefit employers and employees.

Discussion: The City encourages the community to participate in events and activities that promote awareness and foster inclusion. Therefore, the City Council will consider a proclamation (Attachment 1), recognizing October 2024 as National Disability Employment Awareness Month in the City of Ukiah.

Recommended Action: Issue a Proclamation recognizing October as National Disability Employment Awareness Month in the City of Ukiah.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 1** – Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



Whereas, each October, Americans observe National Disability Employment Awareness Month to celebrate the contributions of America’s workers with disabilities past and present, and to showcase supportive, inclusive employment policies and practices that benefit employers and employees; and

Whereas, October 2024 marks the 79th anniversary of National Disability Employment Awareness Month and the theme for this year is, “Access to Good Jobs for All”; and

Whereas, workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

Whereas, locally, the Redwood Coast Regional Center, America's Job Center/Career Point, and the State of California Developmental Disabilities will be sponsoring a job fair called “Employers Empowering the Mendocino Workforce”. This event will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm Ukiah's commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities; and

Whereas, we encourage employers, schools, and other community organizations in Ukiah to observe this month with appropriate programs and activities and to advance its important message that people with disabilities add value and talent to our workplaces and communities.

Therefore be it resolved, that the City Council of the City of Ukiah, hereby proclaims October 2024 as

***National Disability Employment Awareness Month
in the City of Ukiah***

*Signed and sealed, this 2nd day of October in the year
Two Thousand and Twenty-Four.*

Josefina Dueñas, Mayor



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the Ukiah City Council Recognizing October 14, 2024, as Indigenous Peoples' Day in the City of Ukiah.

DEPARTMENT: City Manager / Admin

PREPARED BY: Maria Ceja, Administrative Analyst

PRESENTER: Josefina Dueñas, City Council, Mayor

ATTACHMENTS:

1. Proclamation

Summary: The Ukiah City Council will issue a proclamation recognizing October 14, 2024, as Indigenous Peoples' Day in the City of Ukiah. The proclamation acknowledges the rich history and contributions of Indigenous Peoples in Mendocino County and across the nation, to promote understanding, cooperation, and recognition of the cultural diversity and sovereignty of Indigenous tribes, particularly those in the local community.

Background: The Ukiah City Council regularly issues proclamations to recognize and celebrate cultures, communities, and significant events. These proclamations serve to promote inclusivity, foster education, and encourage understanding among our diverse population. In line with this ongoing effort, the City Council declared the second Monday of October as Indigenous Peoples' Day in 2021 to honor the contributions and rich cultural heritage of Native American and Indigenous communities, both locally and nationwide. This proclamation continues to highlight the importance of acknowledging the history and ongoing impact of Indigenous Peoples in Ukiah and beyond, fostering a spirit of respect and cooperation within our community.

Discussion: The City of Ukiah calls on all residents to observe Indigenous Peoples' Day by honoring the historical and contemporary significance of Indigenous communities and their governance. In recognition of Indigenous Peoples, the City Council will consider a Proclamation (Attachment 1) recognizing October 14, 2024, as Indigenous Peoples' Day in the City of Ukiah.

Recommended Action: The Ukiah City Council will issue a proclamation recognizing October 14, 2024, as Indigenous Peoples' Day in the City of Ukiah.

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 1** – Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

PROCLAMATION

City of Ukiah



Recognizing

Encouraging All Residents to Recognize and Celebrate “Indigenous Peoples’ Day” in the City of Ukiah

Whereas, the Ukiah City Council declared the second Monday in October as Indigenous Peoples' Day in 2021, recognizing the history, culture, and contributions of Native Americans and Indigenous communities; and

Whereas, Indigenous Peoples' Day is celebrated across the Nation to honor the rich cultural heritage and contributions of Native Americans, Alaska Natives, Native Hawaiians, and other Indigenous Peoples to the United States; and

Whereas, Mendocino County is home to 12 federally recognized Tribes and two non-federally recognized Tribes, whose citizens contribute to the cultural, social, and economic vitality of our region; and

Whereas, despite historic policies of forced removal, assimilation, and termination, Indigenous communities in Mendocino County have restored their tribal governments and continue to thrive through self-determination; and

Whereas, Indigenous Peoples have made lasting contributions in fields such as environmental stewardship, governance, the arts, education, and military service, enriching both local communities and the nation as a whole; and

Whereas, Indigenous Peoples have served in the U.S. Armed Forces at one of the highest rates of any group, demonstrating their enduring commitment to protecting the freedoms of this Nation; and

Whereas, the City of Ukiah is committed to working cooperatively with Tribal governments to ensure essential services for all who live, work, and visit our community.

Now, Therefore, the Ukiah City Council encourages all residents to recognize and celebrate the contributions of Indigenous Peoples, both locally and nationally, on this Indigenous Peoples' Day.

*Signed and sealed, this 2nd day of October in the
Year Two Thousand and Twenty-Four.*

Josefina Dueñas, Mayor

**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/87395356652>

Ukiah, CA 95482
September 18, 2024
5:15 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on September 18, 2024, having been legally noticed on September 13, 2024. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/87395356652>. Mayor Dueñas called the meeting to order at 5:17 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin (*arriving at 5:41 p.m.*), Juan V. Orozco, Susan Sher, Douglas, F. Crane, and Josefina Dueñas. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Araceli Sandoval, Acting Clerk.

MAYOR DUEÑAS PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Manager Sage Sangiacomo.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Receive Presentation of Exceptional Employee Recognition Awards.

Presenters: Sage Sangiacomo, City Manager; Andrew Snyder, Police Sergeant; Dan Buffalo, Finance Director; Craig Schlatter, Community Development Director; and Mayor Dueñas.

The Employee Recognition Awards were received by:

Adam Elledge, Police Officer, Police Department: Officer Elledge has been serving the Ukiah community as a Police Officer for over seven years and is an integral part of his Department. For the last four years, Officer Elledge has been in a Detective role and has worked tirelessly to investigate and ensure the successful prosecution of suspects involved in a wide range of crimes. Some notable cases include the arrest and conviction of persons for homicide, shootings, violent assault, crimes against children, and burglary, among many others.

Officer Elledge has volunteered many times during his career to take on additional responsibilities, including becoming a Field Training Officer and Firearms Instructor. As a Field Training Officer, he has invested a great deal of effort in ensuring that our new Officers receive the knowledge and skills necessary to serve our community safely and to the best of their ability. This assignment is crucial in securing the future success of our agency, and in turn quality service for our community.

Officer Elledge regularly seeks to innovate and enhance the services that we provide. Recently, he

successfully developed and aided in the implementation of a less lethal force option program. This will add another tool to help us take dangerous subjects into custody with a lower risk of serious injury or death.

Tommy Kita, Utility Services Team Leader, Finance Department: Tommy exemplifies compassion and dedication in his service to the City of Ukiah. In June, while on his route, Tommy encountered an elderly homeowner facing electrical issues that impacted essential functions in his home. Although the problem wasn't on the City's end, and the homeowner couldn't afford an electrician, Tommy didn't stop there. He explored various City's programs, and even when they weren't applicable, found a USDA-funded solution. Tommy personally delivered the necessary application materials to the resident, ensuring he had the support he needed. Tommy's commitment truly goes above and beyond his regular duties.

Jim Robbins, Housing and Grants Manager, Community Development Department: For the last approximately 27 months, Jim has led the development and conceptualization of the City's Broadband Project. Although tangentially related to grants, Jim had no prior technical knowledge or skills in this area. Jim took the initiative to develop an application for construction of a Citywide public broadband enterprise from just an idea into a full concept and design, and submitted this project to the CPUC for funding. Due to Jim's efforts, on August 8th, we learned the City had been awarded \$5.6 million for Phase 1 of a fiber-optic network. Jim saw a need and innovated/managed multiple parties and people to make what was once a dream into a reality.

Lauren Ruffin, Payroll Administrator, City Manager's Office and Human Resources/Payroll/Risk Management Department: Since joining us as the City's Payroll Administrator in September 2022, Lauren has worked tirelessly to enhance our payroll processes and systems. The diverse mix of workforce functions and full-time, part-time, and seasonal positions presents unique complexities, which Lauren navigates with expertise and skill. She adeptly manages the challenges posed by multiple bargaining unit agreements, ever-changing State and Federal laws, and CalPERs regulations. Her dedication to modernizing processes while ensuring accuracy and compliance exemplifies our core values. Lauren consistently goes above and beyond, demonstrating exceptional professionalism, service, and dedication.

b. Swearing in New Ukiah Police Officer Michael Jensen.

Presenter: Cedric Crook, Police Chief.

Police Chief, Cedric Crook, swore in the new Ukiah Police Officer, Michael Jensen.

Councilmember Rodin arrived at 5:41 P.M.

Recess 5:37 – 5:43 P.M.

5. PETITIONS AND COMMUNICATIONS

Acting Clerk, Araceli Sandoval, stated that no communications had been received.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the September 4, 2024, Regular Meeting.

Motion/Second: Orozco/Crane to approve Minutes of September 4, 2024, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

Mayor Duenas read the rights to appeal.

8. CONSENT CALENDAR

- a. Approve the Emergency Dispatch Services Contract (2425-112) between the Cities of Ukiah and Fort Bragg and Authorize the City Manager to Make any Necessary, Non-substantive Adjustments to the Agreement as Needed, to Ensure its Successful Implementation - *Police*.
- b. Approval of Contact Amendment #2 (2223-108-A2) in the Amount of \$12,000 with Whitchurch Engineering for Additional Design Services for Tenant Improvements and Fire Damage Pertaining to the New Electric Service Center Located at 1350 Hastings Road, and Approval of Corresponding Budget Amendment – *Electric Utility*.
- c. ~~Determination of Notification of Intent to Adjust Curbside Collection and Transfer Station Service Rates – Finance. – Pulled by Councilmember Sher and placed as agenda item 14e.~~
- d. Review Landfill Closure Financial Plan Update and Authorize the Filing of the Update - *Finance*.
- e. Adoption of an Ordinance Amending the Official Zoning Map and General Plan Land Use Map of the City of Ukiah by Establishing the Community Commercial (C1) Zoning District and Community Commercial (CC) Land Use Designation at 195 Low Gap Road (APN 002-080-39) – *Community Development*.

ORDINANCE NO.1245

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL AMENDING THE OFFICIAL ZONING MAP AND GENERAL PLAN LAND USE MAP BY ESTABLISHING THE COMMUNITY COMMERCIAL (C1) ZONING DISTRICT AND COMMUNITY COMMERCIAL (CC) LAND USE DESIGNATION AT 195 LOW GAP ROAD (APN 002-080-39).

- f. Adoption of Ordinance Establishing Procedures for Adopting and Imposing Development Mitigation Fees on Behalf of the Ukiah Valley Fire District - *Fire*.

ORDINANCE NO. 1246

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ESTABLISHING AND IMPLEMENTING A FIRE DISTRICT DEVELOPMENT MITIGATION FEE.

- g. Adoption of an Ordinance Amending Chapter 11, Division 3 of the City Code to Require the Manager of a Private, Commercially-Zoned Property to Abate Nuisance Conditions on the Property – *City Attorney's Office*.

ORDINANCE NO.1247

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING CHAPTER 11, DIVISION 3 OF THE CITY CODE TO REQUIRE THE MANAGER OF A PRIVATE, COMMERCIALY-ZONED PROPERTY TO ABATE NUISANCE CONDITIONS ON THE PROPERTY.

- h. Consider Giving Authorization of \$200,000 Interfund Loan from General Fund to Golf Enterprise Fund for Recycled Water Project Phase 4, and Approve Corresponding Budget Amendments - *Administration*.

Motion/Second: Crane/Sher to approve Consent Calendar Items 8a, 8b and 8d-8h, 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**

Public comment was received out of order following Agenda Item 13a.

10. **COUNCIL REPORTS**

Presenters: Councilmembers Orozco and Sher.

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

Presenters: Sage Sangiacomo, City Manager; and

- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Department of Forestry and Fire Protection Grant Application Award** – Blake Adams, Chief Resiliency Officer.

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

13. **UNFINISHED BUSINESS**

a. **Receive Report Regarding FEMA's Response and Updated FEMA Floodplain Maps to the City of Ukiah's March 2023 Appeal; Authorize the City Manager to Develop and Submit a Second Appeal; and Take Any Other Action Deemed Necessary.**

Presenters: Tim Eriksen, Public Works Director/City Engineer and Craig Schlatter, Community Development Director.

Motion/Second: Crane/Rodin to authorize the City Manager to develop and submit a second appeal to FEMA and support the option of pursuing the creation of maps used to determine the 100-year floodplain. 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, Continued**

Public Comment: (unidentified representative of Mendo Matters) – Fort Bragg care response unit model.

14. **NEW BUSINESS**

a. **Receive Report of the Completed Local Road Safety/Action Plan Completed by the Consultant TJKM.**

Presenters: Tim Eriksen, Public Works Director/City Engineer; Jason Benson, Senior Engineer; and Ruta Jariwala, TJKM Consultant.

A PowerPoint presentation was given.

Motion/Second: Crane/Sher to adopt the report/study of the completed local road safety/action plan completed by TJKM, as presented. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

b. **Receive Presentation Regarding City of Ukiah Housing Trust Fund 2024 Notice of Funding Availability Process; Authorize City Manager to Negotiate and Execute an Exclusive Negotiating Agreement with PEP Housing; and Approve Corresponding Budget Amendments.**

Presenter: Jim Robbins, Housing and Grants Manager.

Staff Comment: Craig Schlatter, Community Development Director.

Motion/Second: Rodin/Crane to authorize City Manager to negotiate and execute an Exclusive Negotiating Agreement (2425-113) with PEP Housing; and Approve Corresponding Budget Amendments. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

c. Discussion and Possible Action to Determine the City's Position on the 2024 Resolution being Considered by the League of California Cities, and Provide Corresponding Voting Instructions to the City of Ukiah's Voting Delegate.

Presenter: Sage Sangiacomo, City Manager.

Motion by Vice Mayor Crane for the recommended action.

Motion dies for lack of a second.

Motion/Second: Sher/Rodin to direct the voting delegate to support the 2024 resolution being considered by the League of California Cities. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenters: Mayor Duenas (*gave report under 14c*) and Councilmember Sher.

Reports were received.

e. Determination of Notification of Intent to Adjust Curbside Collection and Transfer Station Service Rates – From Consent Calendar Item 8c.

Presenters: Tim Eriksen, Public Works Director/City Engineer; Sage Sangiacomo, City Manager; and Dan Buffalo, Finance Director.

Public Comment: Gabriel Baca Meza.

Motion/Second: Rodin/Crane to confirm the determination of the City Manager of compliance with the provisions of the agreements between the City of Ukiah and Ukiah Waste Solutions, Inc. and Solid Waste Systems, Inc. regarding the company's notice of intent to adjust curbside collection and transfer station rates. Motion carried by the following roll call votes: AYES: Rodin, Orozco, Crane, and Dueñas. NOES: None. ABSENT: None. ABSTAIN: Sher.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:55 P.M.

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 Council - Anticipated Litigation**
Government Code Section 54956.9(d)(2)
Significant exposure to litigation (1 case)
- c. **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
- d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUК-CVPT-2018-70200
- e. **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
- f. **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
- g. **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
- 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

No action reported; direction provided to Staff.

16. ADJOURNMENT

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

Araceli Sandoval, Acting Clerk



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Approving the Destruction of Outdated Records from the Finance Department and the City Manager's Office.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Resolution

Summary: The Finance Department and the City Manager's Office, along with the City Attorney's Office and the City Clerk, have reviewed records that have been identified as being ready for destruction. Council is being asked to approve their destruction.

Background: City of Ukiah's Records Retention Guidelines was constructed based on the State of California's recommended retention schedule and various government regulations, as well as recommendations from City departments. The Finance Department and the City Manager's Office, along with the City Attorney's Office and the City Clerk, have reviewed the Transfer Notices for 257 boxes that are due for destruction per the Guidelines, and have approved them for shredding.

Discussion: The estimated cost for shredding the 257 boxes is \$1,829. The City Clerk's budget includes funds for annual records destruction and no budget amendment is necessary at this time.

Staff recommends that Council adopt the resolution (Attachment 1), authorizing the destruction of 257 boxes of outdated documents, listed as Exhibit A to the resolution.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents for the Finance Department and the City Manager's Office.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$2,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 20012500.52100 - City Clerk Contracted Services

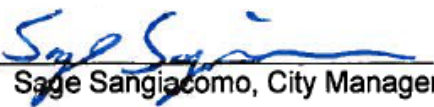
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, the Finance department and the City Manager's Office, along with the City Attorney and the City Clerk have reviewed and approved the list of records that are attached as Exhibit A, and determined that said records are no longer necessary and may at this time be destroyed.

NOW, THEREFORE, BE IT RESOLVED that the Ukiah City Council hereby approves the destruction of certain records, contained in Exhibit A of this Resolution, and authorizes the City Clerk to destroy the records.

PASSED AND ADOPTED this 2nd day of October, 2024, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josefina Duenas, Mayor

ATTEST:

Kristine Lawler, City Clerk

CONTAINER	SHELF	LOCATION	BOX #	Date Rec'd	Con / Pub	Central File #	RECORD TITLE	DATE	RETAIN UNTIL	COMMENT
1	b	33	4368	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	ME-OL
1	c	40	4369	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	PU-RE
1	d	55	00359	1/13/2020	Pub	719.13	Statistics Reports	01/01/03-12/31/17	2023	
1	f	101	4370	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	KA-MENDO
1	f	102	00751	2/1/2023	Pub	704.07	Cash Receipt Edit List	11/16/21-12/30/21	2024	
1	f	103	00855	2/13/2023	Con	714.11	Federal & State Reports: Payroll	1/1/17-12/31/18	2023	(sent by Devon King)
1	g	113	4371	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	WE-Z
1	h	130	00756	2/1/2023	Pub	704.07	Cash Receipt Edit List	6/1/21-11/05/21	2024	
1	h	131	00757	2/1/2023	Pub	704.07	Cash Receipt Edit List	7/1/19-8/30/19	2023	
1	h	132	4372	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	BL-CO
1	h	140	4373	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	ON-PU
1	h	142	00758	2/1/2023	Pub	704.07	Cash Receipt Edit List	1/1/21-4/9/21	2024	
1	h	143	00759	2/1/2023	Pub	704.07	Cash Receipt Edit List	3/1/20-4/30/20	2023	
1	i	145	00856	2/13/2023	Con	714.06	Deferred Compensation	1/1/17-12/31/17	2023	(sent by Devon King); Agencies
1	i	152	4374	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	A-AT
1	j	165	4375	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	SM-T
1	j	170	4376	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	AT-BA
1	j	177	4377	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	GU-J
1	j	180	4378	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	ER-GR
1	L	215	3697	1/29/2009	Con	713	Parking District & Enforcement	1/07 - 12/08	2010	Retention was originall labeled as 2+G278012; may want to look in the box before destroying
1	L	218	4379	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	Encumbrances, Uniform Allowances, ASR Copies, Davis Hammon Audit 2008-09
1	m	246	4380	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	U-WE
1	n	247	00364	1/13/2020	Pub	719.14	Utility Receipt Stubs/Payment Coupons	01/01/12-12/31/17	2023	
1	n	251	4381	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	CO-EN
1	n	262	4382	8/1/2014	Con		Accounts Payable	7/09 - 6/10	2024	RE-SL
1	o	273	00114	5/28/2018	Con		Utility Receipt Stubs	2/2017-6/2017	2023	was box 4766
1	o	276	00762	2/1/2023	Pub	704.07	Cash Receipt Edit List	8/1/21-9/30/21	2024	
1	o	277	00763	2/1/2023	Pub	704.07	Cash Receipt Edit List	5/1/21-7/30/21	2024	
1	o	278	00764	2/1/2023	Pub	704.09	Cash Receipt Stubs	7/1/19-9/6/19	2024	
1	o	279	00765	2/1/2023	Pub	704.09	Cash Receipt Stubs	9/9/19-1/14/19	2024	
1	p	294	4220	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	BU-CU
1	q	311	3213		Pub		Recreation Binders	1995 & 2000/2001	2005	The retention on this box was originally labeled L (Life) + 4. I'm not sure what that means, so may want to look in the box before destroying
1	q	314	00779	2/1/2023	Pub	707.01	Billing, Adjustments, and Cash Registers	10/1/19-12/31/19	2024	
1	q	324	00781	2/1/2023	Pub	704.07	Cash Receipt Edit List	9/1/19-10/31/19	2024	
1	q	328	00782	2/1/2023	Pub	719.04	Applications	1/1/19-12/31/20	2023	
1	q	330	4722	5/1/2018	Con		Billing Records	4/2016-10/2017	2023	UVSD
1	t	377	00784	2/1/2023	Pub	719.06	Billing - Records / Edits	7/1/21-6/30/21	2024	Routes 10-170
1	u	397	00785	2/1/2023	Pub	719.06	Billing - Records / Edits	7/1/21-6/30/21	2024	Routes 280-710
1	u	400	4231	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	UN-Z
1	u	407	00786	2/1/2023	Pub	719.06	Billing - Records / Edits	7/1/21-6/30/21	2024	Routes 170-270
1	u	410	00787	2/1/2023	Pub	719.06	Billing - Records / Edits	7/1/21-6/30/21	2024	10 thru 160
1	u	413	4730	6/8/2018	Both	719.06	Billing - Records / Edits	1/1/16-12/31/17	2020	Rtes 17-36
1	v	420	4236	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	Encumbrances from 1998 - 2008
1	v	430	4731	5/1/2018	Con		Billing Records	3/2017-5/2017	2023	
1	w	437	00859	2/13/2023	Con	714.11	Federal & State Reports: Payroll	1/1/13-12/31/19	2024	(sent by Devon King)
1	y	479	00317	1/13/2020		719.03	Accounts Receivable Ledgers	01/01/09-12/31/18	2024	
1	y	482	4545	12/14/2015	pub		AP Documents	7/1/2011	2012	T-UK
1	bb	546	00392	1/13/2020	Con	704.09	Cash Receipt Stubs	05/01/19-06/28/19	2024	
1	bb	548	00393	1/13/2020	Con	704.09	Cash Receipt Stubs	03/01/19-04/30/19	2024	
1	bb	550	00394	1/13/2020	Con	704.09	Cash Receipt Stubs	01/01/19-02/28/19	2024	
1	bb	553	00396	1/13/2020	Con	704.09	Cash Receipt Stubs	03/01/19-04/30/19	2024	
1	bb	556	00398	1/13/2020	Con	704.09	Cash Receipt Stubs	01/02/19-02/28/19	2024	
1	cc	559	207	9/3/2019	Pub	702.06	Financial Statements	1/1/85-12/31/93	2023	
1	cc	563	00399	1/13/2020	Con	704.09	Cash Receipt Stubs	10/01/18-12/31/18	2023	
1	cc	570	00400	1/13/2020	Con	704.09	Cash Receipt Stubs	07/02/18-09/27/18	2023	
1	dd	578	00401	1/13/2020	Con	704.09	Cash Receipt Stubs	04/02/18-06/30/18	2023	
1	dd	589	00210	10/2/2019	Pub	719.15	Service Orders	7/1/18-6/30/19	2023	Prop #s 14-23
1	ee	595	00212	10/1/2019		719.15	Service Orders	7/1/12-6/30/19	2023	Prop #s 24-71

FINANCE
RECORDS SCHEDULED FOR DESTRUCTION

CONTAINER	SHELF	LOCATION	BOX #	Date Rec'd	Con / Pub	Central File #	RECORD TITLE	DATE	RETAIN UNTIL	COMMENT
1	ee	597	00325	1/13/2020		719.04	Applications	01/01/86-12/31/18	2023	
1	ee	598	00213	10/2/2019	Pub	719.15	Service Orders	7/1/18-6/30/19	2023	Prop #s 1-13
1	ee	601	00214	10/2/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	04/23/18-05/11/18	2023	Payment coupons
1	ee	602	00402	1/13/2020	Con	704.09	Cash Receipt Stubs	01/02/18-03/30/18	2023	
1	ee	609	00215	10/2/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	03/08/18-04/09/18	2023	Payment coupons
1	ee	610	00326	1/13/2020		719.04	Applications	01/01/12-12/31/18	2023	
2	a	613	4232	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	T-UK
2	a	622	00327	1/13/2020		719-05	Applications: Parking	01/01/10-12/31/19	2023	
2	a	623	00219	9/26/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	01/02/18-01/31/18	2023	
2	a	624	00806	2/13/2023	Pub	704.07	Cash Receipts Edit List	12/1/20-4/30/21	2024	
2	a	626	00329	1/13/2020		719.06	Billing Records/Edits	03/04/19-04/02/19	2023	
2	a	629	00478		Pub	719.19	UVSD/Payment Coupons	06/28/17-02/20/18	2023	
2	b	636	00807	2/13/2023	Pub	704.07	Cash Receipts Edit List	9/1/20-12/31/20	2023	
2	b	637	00330	1/13/2020		719.06	Billing Records/Edits	01/01/17-06/30/19	2023	
2	b	640	4221	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	H-KE
2	b	642	00808	2/13/2023	Pub	704.07	Cash Receipts Edit List	3/1/21-3/31/21	2024	
2	b	643	00809	2/13/2023	Pub	704.07	Cash Receipts Edit List	3/1/16-12/30/19	2022	
2	b	644	00810	2/13/2023	Pub	704.07	Cash Receipts Edit List	5/1/20-6/30/20	2023	
2	b	646	00811	2/13/2023	Pub	704.07	Cash Receipts Edit List	7/1/20-8/31/20	2023	
2	b	647	00812	2/13/2023	Pub	704.07	Cash Receipts Edit List	1/1/20-2/28/20	2023	
2	c	650	4223	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	ME-OC
2	c	652	4744	5/4/2018	Con		Billing Records	2/2017-6/2017	2023	
2	c	658	4224	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	Misc. from Kim's Desk
2	c	665	00331	1/13/2020		719.08	Cashier Daily Work	01/01/16-12/31/17	2023	UVSD
2	c	666	4747	5/1/2018	Con		Billing Records	10/2016-1/2017	2023	
2	d	671	4225	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	FE-LU
2	d	680	4226	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	SA-S
2	d	682	00817	2/13/2023	Pub	704.07	Cash Receipts Edit List	6/1/20-6/30/20	2023	
2	d	683	00818	2/13/2023	Pub	704.09	Cash Receipt Stubs	11/15/19-1/27/19	2024	Cashier Daily Work Packets
2	d	684	00229	9/25/2019	Con	719.06	Billing Records/Edits	02/02/18-02/21/18	2023	
2	e	686	00230	9/25/2019	Con	719.06	Billing Records/Edits	11/28/17-12/28/17	2023	
2	e	688	00231	9/25/2019	Con	719.06	Billing Records/Edits	07/03/17-08/18/17	2023	
2	e	689	00417	1/13/2020	Pub	705.03	Dailys (Airport)	07/01/16-12/31/19	2024	
2	e	691	00232	9/25/2019	Con	719.06	Billing Records/Edits	08/25/17-10/06/17	2023	
2	e	692	00233	9/25/2019	Con	719.06	Billing Records/Edits	10/12/17-11/20/17	2023	
2	e	694	00234	9/25/2019	Con	719.06	Billing Records/Edits	01/05/18-01/28/18	2023	
2	e	696	00235	9/25/2019	Pub	719.08	Cashier Daily Work	01/02/18-03/22/18	2023	
2	e	697	00236	9/25/2019	Pub	719.08	Cashier Daily Work	08/09/18-10/09/18	2023	
2	e	698	00860	2/13/2023	Con	714.08	Employee Distribution	1/1/18-12/31/18	2024	(sent by Devon King)
2	e	702	00237	9/25/2019	Pub	719.08	Cashier Daily Work	06/12/18-08/08/18	2023	
2	f	704	4227	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	O-PA
2	f	706	00238	9/25/2019	Pub	719.08	Cashier Daily Work	10/10/18-12/6/18	2023	
2	f	707	00239	9/25/2019	Pub	719.08	Cashier Daily Work	03/30/18-06/11/18	2023	
2	f	712	00240	9/25/2019	Pub	719.08	Cashier Daily Work	05/01/18-12/25/18	2023	
2	f	713	00241	9/25/2019	Pub	719.19	UVSD/Payment Coupons	03/20/18-06/28/18	2023	
2	f	714	00242	9/26/2019	Pub	719.19	UVSD/Payment Coupons	11/14/18-03/22/19	2023	
2	f	720	4229	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	AT&T-BO
2	g	726	00823	2/13/2023	Pub	719.04	Applications	1/1/21-12/31/21	2024	Closed Utility Applications A-Z
2	g	730	00243	9/26/2019	Pub	719.19	UVSD/Payment Coupons	07/02/18-11/13/18	2023	
2	h	748	00245	9/26/2019	Pub	719.08	Cashier Daily Work	09/01/17-10/31/17	2023	
2	h	750	4230	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	DE-FE
2	i	760	4222	9/24/2013	Both		Accounts Payable	7/2010 - 6/2011	2023	KI-ME
2	i	761	00268	9/26/2019	Pub	719.08	Cashier Daily Work	09/01/16-10/31/16	2023	
2	j	776	00830	2/13/2023	Pub	704.05	Billing Edit Lists	10/1/21-11/30/21	2024	
2	j	792	00833	2/13/2023	Pub	704.05	Billing Edit Lists	7/1/21-8/30/21	2024	
2	k	804	00834	2/13/2023	Pub	704.10	Deposits, Receipts, Customer Receipts	7/1/19-6/30/21	2024	
2	k	807	04755		Con	719.06	Utility Billing - Records/Edits	7/1/2016-6/30/2017	2020	Routes 1-16
2	m	839	00273	10/2/2019	Pub	719.08	Cashier Daily Work	07/01/16-12/30/16	2023	
2	m	841	00274	10/2/2019	Pub	719.15	Service Orders	07/01/16-06/30/17	2023	Routes 1-16
2	m	844	00275	10/2/2019	Pub	719.15	Service Orders	07/01/17-06/30/18	2023	Routes 35-71

FINANCE
RECORDS SCHEDULED FOR DESTRUCTION

CONTAINER	SHELF	LOCATION	BOX #	Date Rec'd	Con / Pub	Central File #	RECORD TITLE	DATE	RETAIN UNTIL	COMMENT
2	m	845	00218	10/2/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	02/01/18-03/07/18	2023	
2	m	852	00122	5/21/2019	Pub	703.01	Accounts Payable/Warrants Paid	07/01/10-06/30/11	2023	
2	m	854	00274	10/17/2019	Pub	719.18	UVSD/Collection and Cash Post	07/01/13-06/30/19	2023	
2	n	864	00280	10/17/2019	Pub	719.09	Past Due Reports	07/01/15-06/30/19	2023	
2	n	870	00278	10/17/149	Pub	719.18	UVSD/Collection and Cash Post	01/06/06-12/28/18	2023	12/4/20 Box went to Lori Martin for Review
2	o	889	4234		Pub	703.01	Accounts Payable/Warrants Paid	07/01/10-06/30/11	2023	R
2	o	891	00842	3/7/2023	Pub	716.01	Bids, RFQ's, RFP's	9/1/17-7/30/18	2024	
2	o	894	00843	3/7/2023	Pub	716.01	Bids, RFQ's, RFP's	1/1/18-12/31/18	2024	
2	o	897	00285	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	07/07/17-06/01/18	2023	
2	q	934	00056	2/14/2019	Pub		Cash Receipts Edit List	3/1/18-4/30/18	2023	
2	q	938	00286	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	05/14/18-07/05/18	2023	
2	q	939	00287	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	07/06/18-08/05/18	2023	
2	r	941	00288	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	08/06/18-09/14/18	2023	
2	r	943	00289	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	09/17/18-10/17/18	2023	
2	r	944	00290	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	10/18/18-11/19/18	2023	
2	r	949	00057	2/14/2019	Pub		Cash Receipts Edit List	5/1/18-6/30/18	2023	
2	r	952	00292	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	11/20/18-12/21/18	2023	
2	r	953	00293	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	01/29/19-03/01/19	2023	
2	r	954	00295	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	04/03/19-05/03/19	2023	
2	r	955	00296	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	05/06/19-06/07/19	2023	
2	r	957	00297	10/18/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	06/10/19-06/28/19	2023	
2	s	965	00416	1/13/2020	Pub	704.15	Taxes, Receivable	01/01/16-06/30/19	2023	
2	t	991	00088	5/3/2019	Pub		Journals: Vouchers	9/1/17-1/31/18	2023	
2	u	1016	00351	1/13/2020		719.09	Past Due Report	01/01/14-12/31/18	2023	
2	u	1020	00352	1/13/2020		719.09	Past Due Report	01/01/11-12/31/18	2023	
2	v	1037	00353	1/13/2020		719.09	Past Due Report	01/01/12-12/31/18	2023	
2	v	1044	00081	3/18/2019	Pub		Journal Vouchers	7/1/17-5/30/18	2023	39
2	w	1065	00459	1/13/2020	Pub	719.08	Cashier Daily Work	01/01/14-12/31/19	2024	
2	y	1094	00862	2/13/2023	Con	714.11	Federal & State Reports: Payroll	1/1/18-12/31/19	2024	(sent by Devon King); Agencies
2	y	1095	00828	2/13/2023	Pub	704.05	Billing Edit Lists	8/1/21-9/30/21	2024	
2	y	1096	00249	9/26/2019	Pub	719.08	Cashier Daily Work	11/01/16-01/04/17	2023	
2	y	1097	00250	9/26/2019	Pub	719.08	Cashier Daily Work	07/01/16-08/30/16	2023	
2	y	1098	00480		Pub	719.08	Cashier Daily Work	07/03/17-08/31/17	2023	
2	y	1099	00252	9/26/2019	Pub	719.08	Cashier Daily Work	03/06/17-07/07/17	2023	
2	y	1101	00254	9/26/2019	Pub	719.15	Service Orders	01/01/16-06/30/17	2023	Routes 17-35
2	y	1102	00255	9/26/2019	Pub	719.17	UVSD/Billing	01/01/15-03/30/17	2023	
2	y	1103	00256	9/27/2019	Pub	719.08	Cashier Daily Work	11/01/17-12/28/17	2023	
2	y	1105	00257	9/27/2019	Pub	719.08	Cashier Daily Work	01/01/18-02/28/18	2023	
2	y	1106	00258	9/27/2019	Pub	719.15	Service Orders	07/01/16-06/30/17	2023	Routes 17-34
2	z	1108	00259	9/27/2019	Pub	719.08	Cashier Daily Work	10/02/17-10/31/17	2023	
2	z	1110	00260	9/27/2019	Pub	719.08	Cashier Daily Work	12/01/17-12/28/17	2023	
2	z	1113	00262	9/27/2019	Pub	719.09	Past Due Reports	07/01/17-07/30/17	2023	
2	z	1114	00263	9/27/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	08/24/17-09/29/17	2023	
2	z	1118	00264	9/27/2019	Pub	719.09	Past Due Reports	07/20/19-07/20/17	2023	
2	z	1119	00265	9/27/2019	Pub	719.15	Service Orders	07/01/15-06/30/19	2023	Routes 1-14
2	z	1122	00266	9/27/2019	Pub	719.17	UVSD/Billing	07/01/17-12/31/18	2023	
2	z	1123	00267	9/27/2019	Pub	719.14	Utility Receipt Stubs/Payment Coupons	11/01/1711/30/17	2023	
2	bb	1159	00544	4/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/16-6/30/17	2023	UVFD Payables A-Z
2	bb	1162	00673	9/24/2021	Pub	703.03	Report of Disbursements	7/1/17-6/30/18	2023	
2	dd	1201	00577			709.01	Billing/Customer Records	1/1/01-10/30/01	2004	
2	dd	1205	00581	6/15/2021		719.18	UVSD/Collection and Cash Post	10/1/12-7/31/20	2023	
2	dd	1206	00582	6/15/2021		719.18	UVSD/Collection and Cash Post	7/1/19-4/30/20	2023	
2	dd	1209	00597	6/15/2021		719.06	Billing-Records/Edits	5/1/20-6/30/20	2023	
2	dd	1210	00598	6/15/2021		719.06	Billing-Records/Edits	4/1/20-5/31/20	2023	
2	dd	1211	00632	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	
2	ee	1214	00589	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	8/1/18-11/30/18	2023	
2	ee	1216	00590	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	11/14/19-12/19/19	2024	
2	ee	1217	00591	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	10/15/19-11/13/19	2024	
2	ee	1218	00592	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	9/10/19-10/11/19	2024	
2	ee	1219	00593	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	8/2/19-9/9/19	2024	

FINANCE
RECORDS SCHEDULED FOR DESTRUCTION

CONTAINER	SHELF	LOCATION	BOX #	Date Rec'd	Con / Pub	Central File #	RECORD TITLE	DATE	RETAIN UNTIL	COMMENT
2	ee	1220	00594	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	7/1/19-8/1/19	2024	
2	ee	1221	00583	6/15/2021		719.13	Statistics Reports	6/30/18-8/30/19	2024	
2	ee	1222	00584	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	7/1/19-12/31/19	2024	
2	ee	1223	00585	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	1/1/19-5/31/19	2024	
2	ee	1225	00587	6/15/2021		719.08	Deposits, Receipts, Customer Receipts	7/1/19-12/31/19	2024	
2	ee	1226	00633	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	AR-BSN
2	ee	1228	00605	6/15/2021		719.05	Service Orders	7/1/19-6/30/20	2024	28-71
2	ee	1229	00606	6/15/2021		719.05	Service Orders	7/1/19-6/30/20	2024	15-27
2	ee	1230	00631	6/15/2021		719.05	Service Orders	7/1/19-6/30/20	2024	28-71
2	ee	1231	00608	6/15/2021		719.06	Billing-Records/Edits	10/1/19-11/14/19	2024	11-20
2	ee	1232	00609	6/15/2021		719.06	Billing-Records/Edits	8/20/19-9/1/19	2024	21-41
2	ee	1233	00610	6/15/2021		719.06	Billing-Records/Edits	7/1/19-8/13/19	2024	11-20
2	ff	1234	00611	6/15/2021		719.06	Billing-Records/Edits	1/1/20-2/28/20	2024	1-20
2	ff	1235	00612	6/15/2021		719.06	Billing-Records/Edits	2/1/20-3/31/20	2024	21-41/71
2	ff	1236	00613	6/15/2021		719.06	Billing-Records/Edits	5/7/19-5/23/19	2024	1-41/71
2	ff	1237	00614	6/15/2021		719.06	Billing-Records/Edits	6/4/19-6/25/19	2024	1-41/71
2	ff	1238	00615	6/15/2021		719.06	Billing-Records/Edits	11/5/18-12/12/18	2024	1-41/71; 1-20
2	ff	1239	00616	6/15/2021		719.06	Billing-Records/Edits	12/19/18-1/28/19	2024	21-41/71; 1-41/71
2	ff	1240	00617	6/15/2021		719.06	Billing-Records/Edits	3/19/19-4/23/19	2024	21-41/71; 1-41/71
2	ff	1241	00618	6/15/2021		719.06	Billing-Records/Edits	9/1/18-10/25/18	2024	11-20; 1-41/71
2	ff	1244	00634	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	BU - CL
2	ff	1245	00635	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	CO - DZ
2	ff	1246	00623	6/15/2021		719.09	Past Due Reports	7/1/19-3/30/20	2023	
2	ff	1250	00627	6/15/2021		719.15	Service Orders	7/1/19-6/30/20	2023	1-14
2	ff	1253	00636	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	E-FZ
2	ff	1254	00637	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	G-GZ
2	gg	1255	00638	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	H-KZ
2	gg	1256	00639	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	L-MZ
2	gg	1257	00640	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	N-OZ
2	gg	1258	00641	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	P-PMI
2	gg	1259	00642	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	PO-Redding
2	gg	1260	00644	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	S-Star
2	gg	1261	00645	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	State-TZ
2	gg	1262	00646	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	U-UZ
2	gg	1263	00647	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	V-Z
2	gg	1264	00648	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	A-K
2	gg	1265	00649	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	Employee L_Z
2	gg	1266	00643	7/23/2021	Pub	703.01	Accounts Payable/Warrants Paid	7/1/17-6/30/18	2024	Redwood-RZ
2	hh	1293	00707	5/23/2022	Pub	719.06	Billing - Records / Edits	12/1/20-2/28/21	2024	BILLING CHECKLIST - 2/2021 21-30 & 31-71; 12/2020 ALL ROUTES
2	hh	1295	00708	5/23/2022	Pub	719.06	Billing - Records / Edits	5/1/20-7/31/20	2023	BILLING CHECKLIST - 7/2020 1-10 & 11-20 05/01/20 ALL ROUTES
2	hh	1296	00709	5/23/2022	Pub	719.06	Billing - Records / Edits	1/1/21-2/28/21	2024	BILLING CHECKLIST - 01/01/21 ALL ROUTES 2/2021 1-10 & 11-20
2	ii	1298	00711	5/23/2022	Pub	719.06	Billing - Records / Edits	3/1/21-4/30/21	2024	BILLING CHECKLIST - 04/01/21 ALL ROUTES 03/01/21 1-10 & 21-30
2	ii	1299	00712	5/23/2022	Pub	719.06	Billing - Records / Edits	3/1/21-6/30/21	2024	BILLING CHECKLIST - 06/01/21 ALL ROUTES 03/01/21 1-10 & 11-20 & 31-71
2	ii	1300	00713	5/23/2022	Pub	719.06	Billing - Records / Edits	7/1/21-8/31/21	2024	BILLING CHECKLIST - 08/01/20 ALL ROUTES 07/01/21 21-30 & 31-71
2	ii	1301	00714	5/23/2022	Pub	719.06	Billing - Records / Edits	9/1/20-10/31/20	2023	BILLING CHECKLIST - 09/01/20 ALL ROUTES 10/01/20 21-30 & 31-71
2	ii	1302	00715	5/23/2022	Pub	719.06	Billing - Records / Edits	10/1/20-11/30/20	2023	BILLING CHECKLIST - 11/01/20 ALL ROUTES 10/01/20 1-10 & 11-20
2	ii	1305	00716	6/14/2022	Pub	704.14	Miscellaneous Billings	5/1/20-3/1/21	2024	General Billing
2	ii	1306	00717	6/14/2022	Pub	704.14	Miscellaneous Billings	7/1/19-1/1/20	2023	General Billing
2	ii	1308	00719	6/14/2022	Pub	704.14	Miscellaneous Billings	2/1/20-6/1/21	2024	General Billing
2	jj	1324	00739	7/8/2022	Pub	703.03	Report of Disbursements	7/1/18-6/30/19	2024	Jul 18 - Jul 19
2	LL	1356	00959	7/12/2024	Pub	703.3	Report of Disbursements	7/1/2019-6/30/2020	2024	

CITY MANAGER'S OFFICE
RECORDS SCHEDULED FOR DESTRUCTION

CONTAINER	SHELF	LOCATION	BOX #	Central File #	RECORD TITLE	DATE	RETAIN UNTIL	USER/SENDER	DEPARTMENT	COMMENT
1	a	14	1062		Miscellaneous Files	1979 - 1983	2018	Stamelos	City Manager	Jane Chambers, City Manager, reviewed file and determined to keep a while longer for historical purposes
1	b	34	00746	101.01	General Subject Files	1/1/97-12/31/00	2004	Kristine Lawler	City Manager	CM Working Files from 1990s; DCM approved for destruction
1	e	78	00747	101.01	General Subject Files	1/1/97-12/31/03	2007	Kristine Lawler	City Manager	CM Working Files from 1990s; DCM approved for destruction
1	e	81	00748	101.01	General Subject Files	1/1/92-12/31/02	2006	Kristine Lawler	City Manager	CM Working Files from 1990s; DCM approved for destruction
1	g	121	4793		Acquisition/Appraisal/Disposition	2007-2013	2022	Maya Simerson	City Manager	Airport Prk. Blvd. Prop Info
1	h	127	4794		Acquisition/Appraisal/Disposition	2008-2011	2021	Maya Simerson	City Manager	Trinitiy School Prop Assessment
1	i	157	3671		Budget Amendments FY 04/05 - 06/07, Copy of 06/07 budget and draft 06/07 budget	7/04 - 6/07	2018	Goodrick	City Manager	
1	s	358	4399		General Subject Files	2005-2011	2018	Kristine Lawler	City Manager	
1	t	381	4402		General Subject Files	2008-2015	2018	Kristine Lawler	City Manager	Jane Chambers, City Manager Working Files
1	t	392	4403		General Subject Files	2008-2015	2018	Kristine Lawler	City Manager	Jane Chambers, City Manager Working Files HOT TOPICS; Old Invoices
1	u	395	4404		General Subject Files	2008-2015	2018	Kristine Lawler	City Manager	Jane Chambers, City Manager Working Files
1	u	399	4405		General Subject Files	2008-2015	2018	Kristine Lawler	City Manager	Jane Chambers, City Manager Working Files
1	v	415	4406		General Subject Files	2008-2015	2018	Kristine Lawler	City Manager	Jane Chambers, City Manager Working Files
1	w	436	00315	101.01	General Subject Files	1/1/2008-12/31/2019	2023	Kristine Lawler	City Manager	
1	w	456	2240		Confidential Airport Files	1/74 - 1/98	2018	Yoast	City Manager	
1	x	457	2239		Confidential Division of Highways Files	1/87 - 1/97	2018	Yoast	City Manager	
2	f	708	4325		General Subject Files	2002-2013	2018	Kristine Lawler	City Manager	Linda Brown's Files
2	i	763	2236		Airport	1/68 - 1/98	2018	Yoast	City Manager	
2	i	764	2237		Claims for Damage	1984 - 1989	2018	Yoast	City Manager	
2	j	778	2254		Confidential Various Files 101-01 to 102-05	1994 - 1999	2018	Yoast	City Manager	
2	j	779	2255		Confidential Various Files 301-02 to 405-02	1994 - 1999	2018	Yoast	City Manager	
2	j	781	2257		Confidential Liability Insurance Forms	1996 - 1999	2018	Yee	City Manager	
2	L	827	2303		Confidential Various Files	1979 - 1993	2018	Yoast	City Manager	
2	L	828	2304		Confidential UVCC Files	pre 2007	2018	Yoast	City Manager	
2	L	829	2305		Confidential Various Files	1990 - 1997	2018	Yoast	City Manager	
2	bb	1170	00677	101.01	General Subject Files	1/1/90-12/31/99	2003	Kristine Lawler	City Manager	City Manager working files from the 1990s; Candace Horsley era; DCM determined ready for destruction
2	cc	1171	00676	101.01	General Subject Files	1/1/90-12/31/06	2009	Kristine Lawler	City Manager	1990 CM Working Files
2	cc	1173	00678	101.01	General Subject Files	1/1/90-12/31-05	2008	Kristine Lawler	City Manager	City Manager working files from the 1990s; Candace Horsley era; DCM determined ready for destruction



AGENDA SUMMARY REPORT

SUBJECT: Approve Budget Amendment in the Amount of \$140,000 for the Fire Department Operating Fund (105).

DEPARTMENT: Finance

PREPARED BY: Olga Keough, Controller

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

1. ASR-8J 07.17.2024 FIRE

Summary: Council will consider approving a budget amendment in the amount of \$140,000 for the Fire Department Operating Fund (105).

Background: On July 17, 2024, Council approved Agenda Summary Report No 2024-366 (Attachment 1) to authorize the City Manager to renew an agreement with Pano AI, and a corresponding budget amendment, for the continued operation of four wildfire detection cameras. However, the corresponding budget amendment listed in the ASR had an error. The current budget amount in account number 10521210.52100 was listed as \$140,000. However, the budget amount of \$140,000, originally placed in the FY2025 budget, was cut during the final budget review and did not make it to the FY2025 budget.

Discussion: To correct the budget error, staff is requesting Council to approve a budget amendment in the amount of \$140,000 for the Fire Department Operating Fund.

Recommended Action: Approve a budget amendment in the amount of \$140,000 for the Fire Department Operating Fund.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10521210.52100: \$-70,000 (after transfer to 80026400.52100)

PROPOSED BUDGET AMOUNT: 10521210.52100: \$70,000

FINANCING SOURCE: General Fund/Fire District

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Finance Director

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

Agenda Item No: 8.j.MEETING DATE/TIME: 7/17/2024ITEM NO: 2024-366

AGENDA SUMMARY REPORT

SUBJECT: Authorization for City Manager to Renew an Agreement with Pano AI in the Amount of \$140,000 for the Continued Operation of Four Wildfire Camera Sites and Corresponding Budget Amendments.

DEPARTMENT: Fire

PREPARED BY: Doug Hutchison, Fire Chief

PRESENTER: Doug Hutchison, Fire Chief

ATTACHMENTS:

1. Pano AI Agreement

Summary: Council will consider authorizing the City Manager to renew an agreement with Pano AI, and a corresponding budget amendment, for the continued operation of four (4) wildfire detection cameras.

Background: Ukiah Valley Fire Authority staff had previously researched ways to improve early wildfire detection and alerting, particularly in areas that pose a high threat to populated areas. Staff looked at various camera and detector options on the market and recommended partnering with Pano AI for their innovative solution. Four Pano AI stations were approved last year and have been providing enhanced fire monitoring in the Greater Ukiah Valley and extending beyond to adjacent wildland areas.

Discussion: There are several cameras currently in operation in and around Ukiah, mostly owned and operated by Pacific Gas and Electric (PG&E). These cameras are linked to a network called ALERT California and can be viewed online. Some outside agencies, such as CAL Fire, have the ability to maneuver the cameras as needed when an incident is reported. The drawback to this system, however, is that someone has to move the cameras (remotely); otherwise, they are pointed in a static direction. They also do not alert anyone when something is seen.

Pano AI's solution is more advanced. Each site actually has two (2) cameras that continuously scan 360 degrees every minute. The feed from those cameras goes back to the monitoring center, which is staffed 24/7, and is analyzed using Pano AI's artificial intelligence algorithm to recognize and spot smoke. If the algorithm detects what it thinks is smoke, personnel in the monitoring center are notified for concurrence. This allows for vetting of things such as controlled burns, or industrial processes before an alert is issued to responders. Additionally, the system can be configured to notify local personnel, so they can also vet the detection. Once the detection is confirmed, the appropriate dispatch centers are notified to initiate a response.

The use of two (2) cameras per site allows one camera to be focused/zoomed in on detections, while the other camera remains scanning 360 degrees every minute. Having multiple sites monitoring an area allows for rapid triangulation of the detection, with GPS coordinates provided to the appropriate dispatch centers and responders. This can drastically reduce response times by giving an accurate location versus a general area.

Since the cameras were installed, they have alerted personnel to several incidents in our area. Most recently, we were alerted simultaneously by Pano and our dispatch center to a fire in the Vichy Springs area, and the most northern camera alerted on a fire in the Brooktrails area.

Budget Adjustment

The funding for the continued operation of the four wildfire detection camera sites will be allocated as follows:

1. Electric Utility Fund:

- 50% of the total cost, amounting to \$70,000, will be covered by the Electric Utility Fund.

2. General Fund:

- 25% of the remaining cost, amounting to \$35,000, will be covered by the City's General Fund using current revenues.

3. Ukiah Valley Fire Protection District (UVFD):

- The remaining 25% of the cost, amounting to \$35,000, will be covered by the Ukiah Valley Fire Protection District (UVFD) using current revenues.

General fund and UVFD amounts will be budgeted and accounted for in the shared operating fund (105).

These allocations ensure a fair distribution of costs among the involved entities while leveraging existing funds to support the ongoing wildfire detection efforts and an extra layer of coverage/protection for the City's Electric Utility.

The Pano AI solution is already in use in many areas of California, including Sonoma County and the Pacific Northwest. It is an innovative, cost-effective solution that will provide for rapid detection and response to new fire starts and improve the safety of our community.

The expiring agreement is included as Attachment #1. Staff requests authorization for the City Manager to renew the agreement for continued operations for another year.

Recommended Action: Authorize City Manager to renew an agreement with Pano AI in the amount of \$140,000 for continued operation of four (4) wildfire detection camera sites and the corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10521210.52100: \$140,000

PROPOSED BUDGET AMOUNT: 10521210.52100: \$70,000; 80026400.52100: \$70,000.00

FINANCING SOURCE: General Fund/Fire District

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager

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



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption a Resolution Approving Amendments to the Current Memoranda of Understanding Between the City of Ukiah and Department Head and Management Bargaining Units.

DEPARTMENT: Human Resources /
Risk Management

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

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Resolution to Amend Department Head and Management Unit MOUs 2022-2025

Summary: Council is being asked to consider adopting a Resolution approving amendments to the current Memoranda of Understanding (MOU) between the City of Ukiah and Department Head and Management bargaining units.

Background: As part of the overall routine maintenance of the classification and compensation schedules for the City of Ukiah, the Human Resources Department is responsible for evaluating classifications, developing new classifications (including appropriate salary levels), examining salary grade adjustments, and making recommendations for additions, modifications, and/or corrections to classifications and Memoranda of Understanding.

The current Memoranda of Understanding (MOU) between the City of Ukiah and Department Head and Management Units is in effect until September 18, 2025. During a recent audit of both MOUs, in preparation for the upcoming scheduled salary increases, Staff discovered a discrepancy with the intended MOU language.

Discussion: During the 2022 negotiation cycle with all bargaining units, the City and representatives from Department Head and Management Units met and conferred over various MOU provisions, including salary increases over the course of three years. In year three of the MOU, the parties agreed to a 3% salary increase based upon meeting a local economic benchmark, otherwise the salary increase would revert to the San Francisco-Oakland-Hayward Consumer Price Index (CPI) figures for April 2024, but would not be greater than the intended benchmark salary increase.

The Finance Department completed its analysis of the local economic benchmark, consisting of total revenue collected for property tax, sales tax and transient occupancy tax, and found that revenues fell slightly below the combined total for the audited Fiscal Year of 2022/2023. Due to revenues falling below the benchmark, the salary increases revert to the CPI provision included in all MOUs. The CPI for San Francisco-Oakland-Hayward in April 2024 is 3.8%.

When Staff began to prepare for the 2024 salary increases, it was noticed that the intended percentage increase when reverting to CPI was not correct in the Department Head and Management Unit MOUs. The intended percentage increase was to be 3%, the same percentage as the benchmark percentage increase, not 2%. Therefore, Staff proposes the following minor changes to both the Department Head and Management Unit MOU Salary provisions:

Year 3: Effective the first full pay period following September 19, 2024, all classifications will receive a 3% salary increase to base salary, unless the local economic benchmark –consisting of total revenue collected for property tax, sales tax and transient occupancy tax– falls below the combined total for the past audited Fiscal Year of 2022/2023. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-Hayward figures for April, to a maximum of ~~2%~~ 3%. In no case shall this result in a decrease in compensation.

Funding for all salary increases is included in the Fiscal Year 2024/2024 budget.

Staff recommends that Council adopt the Resolution (Attachment 1) approving the Amendments and associated salary schedules (Attachment 1 - Exhibits A & B) for Department Head and Management Units MOUs, and authorize the City Manager to execute on behalf of the City.

Recommended Action: Adopt Resolution approving amendments to the current Memoranda of Understanding (MOU) between the City of Ukiah and Department Head and Management bargaining units.

BUDGET AMENDMENT REQUIRED: None; all FY 2024/2025 salary increases were included in the budget adoption.

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Multiple funding sources.

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

RESOLUTION NO. 2024-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING AN AMENDMENT TO THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF UKIAH AND DEPARTMENT HEAD AND MANAGEMENT BARGAINING UNITS**

WHEREAS, the Employee/Employer Relations Officer and Human Resources Director met and conferred in good faith with representatives of the Department Head and Management bargaining units, and

WHEREAS, the amendment to the Memoranda of Understanding for the term of July 10, 2022 through September 18, 2025 have been arrived at and agreed to by the parties; and

WHEREAS, said amendment of Memoranda of Understanding have been presented to the City Council for its consideration.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah that:

1. Amendments to the MOUs with Department Head and Management Units are hereby approved, a copy of said amendments entitled "Amendment to the MOU between the City of Ukiah and Department Head Unit" and "Amendment to the MOU between the City of Ukiah and Management Unit", along with coinciding Salary Schedules are attached hereto, marked Exhibits A & B, and incorporated herein by reference.
2. The Resolution shall become effective October 2, 2024.

PASSED AND ADOPTED this 2nd day of October 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk

**AMENDMENT TO THE
2022-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF UKIAH AND DEPARTMENT HEAD UNIT**

PREAMBLE

The Amendment to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the City of Ukiah and the Department Head Unit, collectively referred to as "Parties".

On October 5, 2022, the City Council approved Resolution 2022-67 approving July 10, 2022, to September 18, 2025, MOU between the parties.

This amendment is to make a minor correction to the intended CPI language in Year 3 of the MOU. The CPI percentage was intended to match the 3% benchmark salary increase.

AMENDED SECTION RELATED TO SALARY

Year 3: Effective the first full pay period following September 19, 2024, all classifications will receive a 3% salary increase to base salary, unless the local economic benchmark –consisting of total revenue collected for property tax, sales tax and transient occupancy tax– falls below the combined total for the past audited Fiscal Year of 2022/2023. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-Hayward figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation.

WHEREFORE, this amendment to the 2022-2025 Memorandum of Understanding is ratified and adopted pursuant to the recommendation of the following representatives on this 2nd day of October 2024 and will be incorporated into the 2022-2025 MOU. All terms and conditions set forth in the MOU, which are not specifically modified by this Amendment, shall remain in full force and effect.

APPROVALS

CITY OF UKIAH

DEPARTMENT HEAD UNIT

Sage Sangiacomo, City Manager

Tim Eriksen, Director of Public Works/City Engineer

Department Head Unit

Salary Schedule

Effective 9/29/2024

Grade	Classification		Step 0	Step 1	Step 2	Step 3	Step 4
1000	City Manager	Annual					\$ 266,217.47
		Monthly					\$ 22,184.79
		Hourly					\$ 127.99
1520	Electric Utility Director	Annual	\$ 199,107.12	\$ 209,062.44	\$ 219,515.52	\$ 230,491.32	\$ 242,015.88
		Monthly	\$ 16,592.26	\$ 17,421.87	\$ 18,292.96	\$ 19,207.61	\$ 20,167.99
		Hourly	\$ 95.72	\$ 100.51	\$ 105.54	\$ 110.81	\$ 116.35
1526	Public Works Director/City Engineer	Annual	\$ 180,810.86	\$ 189,851.40	\$ 199,344.00	\$ 209,311.20	\$ 219,776.76
1550	Community Development Director	Monthly	\$ 15,067.57	\$ 15,820.95	\$ 16,612.00	\$ 17,442.60	\$ 18,314.73
1560	Community Services Director	Hourly	\$ 86.93	\$ 91.27	\$ 95.84	\$ 100.63	\$ 105.66
1540	Deputy City Manager						
1567	Finance Director						
1568	Human Resources/Risk Management Director						
1566	Water Resources Director						
1571	Fire Chief						

**AMENDMENT OF THE
2022-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF UKIAH AND MANAGEMENT UNIT**

PREAMBLE

The Amendment to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the City of Ukiah and the Management Unit, collectively referred to as "Parties".

On September 21, 2022, the City Council approved Resolution 2022-65 approving July 10, 2022, to September 18, 2025, MOU between the parties.

This amendment is to make a minor correction to the intended CPI language in Year 3 of the MOU. The CPI percentage was intended to match the 3% benchmark salary increase.

AMENDED SECTION RELATED TO SALARY

Year 3: Effective the first full pay period following September 19, 2024, all classifications will receive a 3% salary increase to base salary, unless the local economic benchmark – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2022/2023. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-Hayward figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation.

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APPROVALS

CITY OF UKIAH

MANAGEMENT UNIT

Sage Sangiacomo, City Manager

David Kirch, Plant & Facilities Maintenance Manager

**Management Unit
Salary Schedule**

Effective September 29, 2024

Grade	Classification		Step 0	Step 1	Step 2	Step 3	Step 4
2570	Assistant Electric Utility Director	Annual	\$ 181,006.51	\$ 190,056.84	\$ 199,559.64	\$ 209,537.64	\$ 220,014.48
		Monthly	\$ 15,083.88	\$ 15,838.07	\$ 16,629.97	\$ 17,461.47	\$ 18,334.54
		Hourly	\$ 87.02	\$ 91.37	\$ 95.94	\$ 100.74	\$ 105.78
2594	Electric Superintendent	Annual	\$ 168,657.64	\$ 177,090.48	\$ 185,945.04	\$ 195,242.28	\$ 205,004.40
		Monthly	\$ 14,054.80	\$ 14,757.54	\$ 15,495.42	\$ 16,270.19	\$ 17,083.70
		Hourly	\$ 81.09	\$ 85.14	\$ 89.40	\$ 93.87	\$ 98.56
2582	Assistant Finance Director	Annual	\$ 137,421.87	\$ 144,292.92	\$ 151,507.56	\$ 159,082.92	\$ 167,037.12
2571	Senior Power Engineer	Monthly	\$ 11,451.82	\$ 12,024.41	\$ 12,625.63	\$ 13,256.91	\$ 13,919.76
2573	Deputy Director of Public Works	Hourly	\$ 66.07	\$ 69.37	\$ 72.84	\$ 76.48	\$ 80.31
2574	Chief Building Official	Annual	\$ 115,560.78	\$ 121,338.84	\$ 127,405.80	\$ 133,776.12	\$ 140,464.92
2572	Electric Rate & Resource Analyst	Monthly	\$ 9,630.07	\$ 10,111.57	\$ 10,617.15	\$ 11,148.01	\$ 11,705.41
2575	Chief Planning Manager	Hourly	\$ 55.56	\$ 58.34	\$ 61.25	\$ 64.32	\$ 67.53
2589	Senior Civil Engineer						
2595	Information Technology Manager						
2637	City Clerk						
2671	Airport Manager						
2674	Fleet & Facilities Maintenance Manager						
2580	Power Engineer	Annual	\$ 102,642.06	\$ 107,774.16	\$ 113,162.88	\$ 118,821.00	\$ 124,762.08
2593	Community Services Supervisor	Monthly	\$ 8,553.50	\$ 8,981.18	\$ 9,430.24	\$ 9,901.75	\$ 10,396.84
2601	Financial Services Manager	Hourly	\$ 49.35	\$ 51.81	\$ 54.41	\$ 57.13	\$ 59.98
2592	Controller						
2622	Housing & Grants Manager						
2591	Senior Management Analyst						
2620	Associate Engineer	Annual	\$ 95,033.50	\$ 99,785.16	\$ 104,774.40	\$ 110,013.12	\$ 115,513.80
2636	Building Official	Monthly	\$ 7,919.46	\$ 8,315.43	\$ 8,731.20	\$ 9,167.76	\$ 9,626.15
2623	GIS Analyst II	Hourly	\$ 45.69	\$ 47.97	\$ 50.37	\$ 52.89	\$ 55.54
2731	Payroll Administrator						
2621	Planning Manager						
2725	Purchasing Manager						
2588	Senior Information Technology Specialist						
2596	Wastewater Treatment Plant Supervisor						
2598	Water Treatment Plant Supervisor						
2600	Water/Sewer/Streets Maintenance Supervisor						
2689	Billing & Customer Services Manager	Annual	\$ 83,130.42	\$ 87,286.92	\$ 91,651.32	\$ 96,233.88	\$ 101,045.52
2680	Building Maintenance Supervisor	Monthly	\$ 6,927.53	\$ 7,273.91	\$ 7,637.61	\$ 8,019.49	\$ 8,420.46
2659	Management Analyst II	Hourly	\$ 39.97	\$ 41.96	\$ 44.06	\$ 46.27	\$ 48.58
2684	Museum Director						
2686	Parks/Golf Superintendent						
2681	Recreation Supervisor						
2687	Senior Accountant						
2716	Senior Building Inspector						
2710	Associate Accountant	Annual	\$ 72,865.50	\$ 76,508.76	\$ 80,334.24	\$ 84,351.00	\$ 88,568.52
2735	Associate Planner	Monthly	\$ 6,072.13	\$ 6,375.73	\$ 6,694.52	\$ 7,029.25	\$ 7,380.71
2709	Assistant Billing & Collections Manager	Hourly	\$ 35.03	\$ 36.78	\$ 38.62	\$ 40.55	\$ 42.58
2708	GIS Analyst I						
2715	Management Analyst I						



AGENDA SUMMARY REPORT

SUBJECT: Award of Contract with GHD Inc. for Multimodal Transportation Study of School Street; and Approval of Corresponding Budget Amendment.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

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

ATTACHMENTS:

1. Request for Proposals - School St Multimodal Transportation Study FINAL
2. GHD Proposal
3. Approved PIF

Summary: Council will consider the approval of a contract award to GHD Inc. in the amount of \$238,999.99 for services related to a multimodal transportation study of School Street, and possibly approve a corresponding budget amendment.

Background: Building on the success of the Downtown Streetscape project, Staff believes the same formula that was used to create and support that project could be used as a foundation for improvements to School Street. In this approach, the first step is to conduct a multimodal transportation study to identify, analyze, and propose enhancements to the vehicle, pedestrian, and bicycle network along the School Street corridor from Clay Street to Henry Street. This planning effort would result in a final study used to pursue funding to implement identified School Street improvements.

This planning effort would also progress a goal, policy, and implementation program within the General Plan, as noted below:

Goal MOB-1: To provide a citywide network of complete streets that meet the needs of all users, including pedestrians, bicyclists, motorists, transit, movers of commercial goods, children, seniors, and persons with disabilities.

Policy MOB-1.1 Complete Streets: The City shall design streets holistically, using a complete streets approach, which considers pedestrians, bicyclists, motorists, transit users, and other modes together to adequately serve future land uses.

Implementation Program C, Right-of-Way Needs: The City shall revise and update the projected street right-of-way needs for completion of the City's future mobility network to ensure provision of complete streets and completion of the planned citywide bicycle and pedestrian networks.

Staff pursued funding for this planning effort and was successful in securing a Sustainable Communities Grant award of \$258,000 from the California Department of Transportation (CA DOT).

On May 7, 2024, the City released a Request for Proposals (Attachment 1) for qualified consultants to provide "Design and Engineering Services" for the completion of the School Street Multimodal Transportation Study. The deadline for submissions was June 3, 2024. In response to the City's RFP, one submission was received from GHD

Engineering, Inc. (see Attachment 2 for a copy of GHD's proposal).

In follow-up correspondence with the CA DOT- specifically related to only receiving one proposal from one firm- Staff received approval from the agency related to the RFP process and potential awarding of the contract to GHD (Attachment 3).

Discussion: The total cost proposed by GHD is \$238,999.99, and the total grant award is \$258,000. The difference between the grant award and contract award will be used to reimburse Staff time for the administration of the grant and implementation of the planning project. Staff recommends Council approve award of a contract to GHD Inc. for \$238,999.99 and approve corresponding budget amendment.

Recommended Action: Approve the award of a contract to GHD Inc. in the amount of \$238,999.99 for services related to a multimodal transportation study of School Street; and approve a corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10024210.52100.18413: \$211,580

PROPOSED BUDGET AMOUNT: 10024210.52100.18413: \$238,999.99

FINANCING SOURCE: Sustainable Communities Grant and General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A3 - Mobility Element: Goal MOB-1; Policy MOB-1.1, Complete Streets; and Implementation Program C, Right of Way Needs.

Approved: 
Sage Sangiacomo, City Manager



REQUEST FOR PROPOSAL

DESIGN AND ENGINEERING SERVICES

SCHOOL STREET MULTIMODAL TRANSPORTATION STUDY

Request Date:
Deadline for Responses:

May 7, 2024
June 3, 2024, 5:00 P.M. (PST)

CITY OF UKIAH
Request for Proposal (RFP) – Design and Engineering Services
School Street Multimodal Transportation Study

1.0 INTRODUCTION & BACKGROUND

The City of Ukiah completed a successful downtown streetscape project in Ukiah in 2022, which improved the way State Street (the main street) functions in the downtown corridor. This major project included a road diet, improvements to traffic circulation, sidewalks, and pedestrian crossings. It included a robust community outreach process, which gained input from numerous community workshops as well as substantial stakeholder input. That project began with a planning study funded by a Caltrans transportation planning grant several years ago.

Building on the success of the State Street project, the City would now like to use the same effective formula that was used to create and support that project as a foundation for positive changes to School Street, located adjacent to State Street in the downtown corridor. This proposed multimodal transportation study will identify, analyze, and propose enhancements to the vehicular, pedestrian, and bicycle network along the School Street corridor in downtown Ukiah from Clay Street to Henry Street. This planning effort will result in a final study that will be used to pursue funding to implement identified improvements along the School Street corridor.

This work is funded by a \$228,400 Sustainable Communities Grant from the State of California's Department of Transportation. Please refer to Attachment A for a copy of the grant agreement. Total project budget, including the City's match, is \$258,000.

2.0 SCHEDULE OF EVENTS

The schedule for this procurement is as follows:

Distribute Request for Proposals:	May 7, 2024
Deadline for Responses:	June 3, 2024, 5:00 P.M. (Pacific Time)
City Evaluation of Proposals:	By June 12, 2024
Interviews (if necessary):	By June 21, 2024
City Council approval requested for recommended firm:	July 3, 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.

3.0 SCOPE OF WORK

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

The scope of services for the project 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. In collaboration with the City, the selected firm will perform the following key services:

Task 1: Public Participation - Community Outreach & Stakeholder Involvement

- Engage the community and stakeholders through a combination of in-person meetings, virtual workshops, online public engagement platforms, pop-up events, and translation services.
- Conduct a total of three (3) community-wide public workshops at different project stages, one early in the project, one after the draft plan is available for public review, and a third as needed.
- Organize two (2) walking audits to assess the project area and transportation facilities.
- Hold three (3) stakeholder meetings at key project milestones to gather input on project deliverables. Stakeholders may include representatives from City Planning, Housing Division, Public Works, Fire, and Safety departments, downtown business owners and shoppers, Mendocino Transit Authority, Walk & Bike Mendocino, County of Mendocino departments such as Public Health, Mendocino Council of Governments, Native American Tribal Governments, and Caltrans.
- Launch an online survey widely advertised to solicit community input on transportation needs along the School Street corridor.
- Prepare a detailed Draft Public Outreach Plan and outreach schedule with recommendations on how to engage diverse segments of the community for review and acceptance by City staff. The Outreach Plan shall include providing information to the community, gathering community input through an online public engagement platform, surveys, community workshops, possible focus group meetings, and a project website.
- Outreach efforts may also include making informational presentations to tribal councils and other community groups.
- Provide low-tech outreach and input options (e.g., posters, flyers, comment cards, etc.) as appropriate for people without access to technology.

Task 2: Existing Conditions/Needs Assessment

- Conduct comprehensive research into existing conditions along the School Street corridor.
- Identify and thoroughly analyze multimodal mobility barriers and needed improvements.
- Review and analyze existing plans, including MCOG's Pedestrian Needs Assessment, MCOG's Active Transportation Plan, and the City of Ukiah Bike and Pedestrian Master Plan.
- Conduct physical site visits to the project area to assess the transportation network and facilities.
- Include detailed information on travel costs associated with physical site visits to the project area.

Task 3: Research and Analysis

- In-depth analysis of a range of multimodal transportation streetscape improvements for the School Street corridor, including needed streetscape enhancements.
- Goals include integration of School Street into the existing bicycle network and increasing its activity for street fairs, farmer's markets, and community events.
- Utilize GIS analysis extensively for planning reports and technical memoranda.



Task 4: Recommendations & Draft Study/Plan

- Develop comprehensive draft recommendations for the "School Street Multimodal Transportation Study" that are both feasible and implementable.
- Provide detailed specifics on how the recommendations may be implemented.
- Include cost estimates, available funding sources, an implementation plan, and schedule.
- Create a prioritization list for components of the plan to facilitate phased funding.
- Ensure the deliverables include a Recommendations Summary & Draft Study/Plan.

Task 5: Final Study/Plan and City Council Approval

- Prepare a proposed final plan based on feedback received on the draft plan.
- Incorporate feedback as appropriate.
- Present the Final "School Street Multimodal Transportation Study" for acceptance by the City Council at a public meeting.
- Ensure that the final study/plan includes a summary of next steps towards implementation.
- Provide proper crediting to Caltrans on the cover or title page.
- Submit the final study/plan in an ADA accessible electronic copy.

4.0 PROPOSAL SUBMISSION INSTRUCTIONS

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 separate fee proposal based on an hourly rate schedule with a “not to exceed” maximum cost for the work identified in the Scope of Services. You are required to utilize the cost proposal form provided as a Microsoft Excel spreadsheet and include a full cost proposal breakdown worksheet as back-up. 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. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available at the time and location required as specified in the California Department of Transportation’s Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>. Also see website for summary of travel reimbursement rules. Please submit a copy of your firm’s current itemized hourly rate fee schedule. THIS WILL BE A SEPARATE DOCUMENT FROM THE PROPOSAL. NO PRICING IS ALLOWED WITHIN THE PROPOSAL DOCUMENT.

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.

5.0 PROPOSAL EVALUATION

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

1. Technical Expertise and Experience (Total: 50 points)
 - Relevant Experience (30 points): Evaluation of the bidder's experience with projects of similar complexity and scale, focusing on relevant past projects and their outcomes.
 - Staff Qualifications (20 points): Assessment of the qualifications, certifications, and direct experience of key staff members who are proposed to work on the project.
2. Project Approach and Methodology (Total: 30 points)
 - Understanding of Scope and Objectives (15 points): Clarity and depth of understanding of the project scope, objectives, and requirements as demonstrated in the proposal.
 - Proposed Methodology (15 points): The appropriateness, clarity, and effectiveness of the proposed methodology for project execution and management.
3. Schedule Compliance (Total: 10 points)
 - Project Timeline (10 points): Realism and feasibility of the proposed project timeline, including the setting of realistic milestones and completion dates.
4. Client References and Past Performance (Total: 10 points)
 - Client Satisfaction (5 points): Evaluation based on feedback and satisfaction levels from previous clients, particularly focusing on the proposer's ability to meet project goals and client expectations.
 - Project Success Rate (5 points): Assessment of the proposer's history of completing projects on time and within the scope, as demonstrated by past projects with similar complexity.

Total Points Available: 100



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 waive minor irregularities in said proposals, and/or negotiate minor deviations with the successful firm.

6.0 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.

7.0 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 project 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.

8.0 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.

9.0 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.

10.0 OTHER REQUIREMENTS

Due to the funding source for this project, the following are additional requirements that are included in greater detail in the attached draft agreement (Attachment C).

- A. Owner of Work Product and Rights
- B. Ownership of Data
- C. Retention of Records/Audits
- D. Drug-Free Workplace Certification.
- E. State-Owned Data



- F. Assumptions of Risk and Indemnification Regarding Exposure to Environmental Health Hazards
- G. Mandatory Organic Waste Recycling
- H. ADA Compliance

12.0 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.

13.0 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.



COST PROPOSAL FORM
Design and Engineering Services
School Street Multimodal Transportation Study

Submitted by (Name of Firm): _____

(Please include full cost proposal breakdown worksheet as backup.)

Task 1: Public Participation	Line Item Totals
Personnel	\$ -
Sub-consultant(s)	\$ -
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Subtotal of proposed hours	0.00
Subtotal of proposed fees	0.00
Subtotal Cost for Task 1:	\$ -
Task 2: Existing Conditions/Needs Assessment	Line Item Totals
Personnel	\$ -
Sub-consultant(s)	\$ -
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Subtotal of proposed hours	0.00
Subtotal of proposed fees	0.00
Subtotal Cost for Task 2:	\$ -
Task 3: Research and Analysis	Line Item Totals
Personnel	\$ -
Sub-consultant(s)	\$ -
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Subtotal of proposed hours	0.00
Subtotal of proposed fees	0.00
Subtotal Cost for Task 3:	\$ -
Task 4: Final Study/Plan and City Council Approval	Line Item Totals
Personnel	\$ -
Sub-consultant(s)	\$ -
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Subtotal of proposed hours	0.00
Subtotal of proposed fees	0.00
Subtotal for Task 4:	\$ -
TOTAL PROJECT COST SUMMARY	
Personnel	\$ -
Sub-consultant(s)	\$ -
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Total proposed hours	0.00
Total proposed fees	0.00
TOTAL NOT TO EXCEED COST:	\$ -

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND
CONTRACTS
1727 30TH STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
FAX (916) 227-6155
TTY 711
<https://dot.ca.gov/programs/procurement-and-contracts/>



Contract Number: 74A1451

January 2, 2024

City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear City of Ukiah:

A fully executed copy of the above-referenced Contract 74A1451 is enclosed for your files. You are not authorized to commence work until you have been notified by the State's designated Contract Manager to begin work. The Contract Manager is not authorized to approve payment for any work or services performed prior to contract/amendment approval, nor is the Contract Manager authorized to change the terms of the contract.

All invoices are to be submitted to the Contract Manager in triplicate:

- with the above Contract Number placed next to your firm's name,
- with your Address and Phone Number preprinted on the invoice in the format shown in the contract, if appropriate,
- with All Documentation required to prove costs, and
- with Any Additional Information required by the terms of the contract.

You are encouraged to pay your suppliers and subcontractors in a timely manner. You are also reminded that, unless stipulated otherwise in the contract, you must pay your suppliers and subcontractors prior to requesting any reimbursement, if applicable, from the State.

All questions regarding invoices, documentation supporting invoices, payments, and services are to be directed to Dean Meester at (707) 684-6987.

Sincerely,
Michelle Holman Guerrero
Contract Analyst

Enclosure

c: Contract Manager

**Sustainable Communities Grants
(State)**

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF UKIAH**, hereinafter referred to as **AGENCY**, will commence on **January 2, 2024** or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed from **CALTRANS** Contract Manager. This RGA shall expire on **April 30, 2026**.

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY** Resolution
- II. Scope of Work and Project Cost and Schedule
- III. Grant Application Guide

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0042, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement, shall be subject to this RGA.

Now, therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

Section I

AGENCY Responsibility:

To timely and satisfactorily complete all Project work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Responsibility:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

Parties' Mutual Responsibilities:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0042, and **AGENCY** will conduct transportation studies and planning within the regional area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS'** budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a public entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III**, which is attached to and made a part of this RGA.
3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, Resolution (**Attachment I**), Scope of Work and Project Cost and Schedule (**Attachment II**), and the applicable Grant Application Guide (**Attachment III**), and funds may only be used for costs and expenses that are directly related to such purpose.
4. **AGENCY** shall perform all the duties and obligations described in the City of Ukiah School Street Multimodal Transportation Study, hereinafter the Project, subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project Cost and Schedule), which are attached hereto as **Attachment II**.
5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	Fund Source: AGENCY				Total Project Cost
State Highway Account (SHA) Grant Funds	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	
\$228,400.00	\$29,600.00	\$0.00	\$29,600.00	11.47%	\$258,000.00

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.
9. **Notification of Parties**
 - a. **AGENCY's** Project Manager for Project is Jim Robbins, (707) 463-6708, jrobbins@cityofukiah.com.

- b. **AGENCY's** Financial Manager for the Project is Daniel Buffalo, dbuffalo@cityofukiah.com.
- c. **CALTRANS** Contract Manager is Dean Meester, (707) 684-6987, dean.meester@dot.ca.gov.
"Contract Manager" as used herein includes his/her designee.
- d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Ukiah

Attention: Jim Robbins, Grants Manager
Phone Number: (707) 463-6708
Email: jrobbins@cityofukiah.com
300 Seminary Avenue
Ukiah, CA. 95482

California Department of Transportation

District 11
Attention: Dean Meester, Contract Manager
Phone Number: (707) 684-6987
Email: dean.meester@dot.ca.gov
1656 Union Street
Eureka, CA. 95501

10. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on January 2, 2024 following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on April 30, 2026.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by **AGENCY** to **CALTRANS** no less than ninety (90) days prior to the expiration of this RGA.

12. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$228,400.00**
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

- a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event

CALTRANS determines (at its sole discretion) that **AGENCY** failed to proceed with Project work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.

- b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

14. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the US Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect the reduced amount.

15. Payment and Invoicing

AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

- a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 17d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitation, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the

performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of Notice to Proceed letter for this RGA and before Expiration Date but must have also paid for those costs to claim any reimbursement.

- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.
Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the **PROJECT** Cost and Schedule in **Attachment II** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for grant amount is not allowed.
- e. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient and subcontractor invoices.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY**, unapproved, for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.
- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

- a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but

AGENCY must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7**, with the final invoice.

- b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7**, it is grounds for contract termination as identified in **Section III, Paragraph 13**.

17. Quarterly Progress Reporting

AGENCY shall submit written quarterly progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>.
- d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller, or any other fund source.

20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of

disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

21. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this RGA.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY** contractors, sub-recipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

23. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** agreements with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other **AGENCY** of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can

pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.
- c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:
 - 1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.
 - 2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.
 - 3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.
 - 4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

25. Third-Party Contracts

- a. All State-government funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures comply with the local AGENCY's laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the AGENCY endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

Resources for Third Party Contracts, which are not inconsistent with this Paragraph 25, Third Party Contracts:

- 1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code
 - 2) State Contracting Manual (SCM), Chapter 5
 - 3) Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10
- b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
 - c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
 - d. Prior authorization in writing by **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above.**
 - e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above.**

26. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free Policy Statement, and
 - 2) Will agree to abide by the terms of the company's statement as a condition of

employment on the contract or grant.

- D. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

27. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

28. State-Owned Data

- A. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- C. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

29. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

30. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

31. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

32. Project Close Out/Final Product

- a. **AGENCY** will provide an electronic version, preferable ADA accessible of the Final Product(s) to the **CALTRANS** Contract Manager.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to **CALTRANS** Contract Manager.

33. Ownership of Proprietary Property

a. Definitions

- 1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product**: All deliverables created or produced from **Work** under this RGA including, but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and

during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

- 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient and/or the **AGENCY's** contractor, subcontractor and/or subrecipient's employees with one or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. Ownership of Work Product and Rights

- 1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or sub-recipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or sub-recipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

- 2) **Vesting of Copyright Ownership:** **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and sub-recipient's employees, agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or sub-recipient, from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or sub-recipients, and their respective employees, to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. Inventions

- 1) **Vesting of Patent Ownership:** **AGENCY** agrees to require sub-recipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**,

its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and sub-recipient, shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or sub-recipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient, shall, upon **CALTRANS'** and **AGENCY's** request and at **CALTRANS'** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and sub-recipient, shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.

- 2) **Agency:** In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or sub-recipient's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and sub-recipient, hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and sub-recipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents, thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient. **CALTRANS** and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. **Additional Provisions**

- 1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- 2) **Pre-existing Works and License:** **AGENCY** agrees to require contractors, subcontractors, and subrecipients, to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to

CALTRANS a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.

- 3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. Ownership of Data

- 1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.
- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.
- 3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the Project documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.
- 4) Any sub-agreement in excess of \$25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

34. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

35. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with,

and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Section IV

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA

CITY OF UKIAH

DEPARTMENT OF TRANSPORTATION

By: *Robert Carothers*

By: *Sage Sangiacomo*

Printed Name:
Robert Carothers

Printed Name:
Sage Sangiacomo

Title: Contract Officer

Title: City Manager

Date: 01/02/2024

Date: 12/07/2023

By:

Printed Name:

Title:

Date:

By:

Printed Name:

Title:

Date:

RESOLUTION NO. 2023-34

RESOLUTION OF THE CITY OF UKIAH CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF UKIAH SCHOOL STREET MULTIMODAL TRANSPORTATION STUDY

WHEREAS, The City Council of the City of Ukiah is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, the City of Ukiah has been awarded funds by the California Department of Transportation for the project "City of Ukiah School Street Multimodal Transportation Study."

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program; and

WHEREAS, the City of Ukiah wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ukiah, that the Council authorizes the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation for the project "City of Ukiah School Street Multimodal Transportation Study."

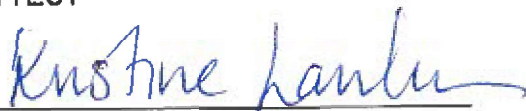
PASSED AND ADOPTED at a regular meeting of the City Council held on October 18, 2023, by the following roll call vote:

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



Mari Rodin, Mayor

ATTEST



Kristine Lawler, City Clerk

SCOPE OF WORK

Project Information	
Grant Category	Sustainable Communities Competitive
Grant Fiscal Year	2023-24
Project Title	City of Ukiah School Street Multimodal Transportation Study
Organization (Legal name)	City of Ukiah

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

The City of Ukiah completed a successful downtown streetscape project in Ukiah in 2022, which improved the way State Street (the main street) functions in the downtown corridor. This major project included a road diet, improvements to traffic circulation, sidewalks, and pedestrian crossings. It included a robust community outreach process, which gained input from numerous community workshops as well as substantial stakeholder input. That project began with a planning study funded by a Caltrans transportation planning grant several years ago.

Building on the success of the State Street project, the City would now like to use the same effective formula that was used to create and support that project as a foundation for positive changes to School Street, located adjacent to State Street in the downtown corridor. This proposed multimodal transportation study will identify, analyze, and propose enhancements to the vehicular, pedestrian, and bicycle network along the School Street corridor in downtown Ukiah from Clay Street to Henry Street. This planning effort will result in a final study that will be used to pursue funding to implement identified improvements along the School Street corridor.

According to 2021 American Community Survey 5-Year Estimates, the median household income of the City of Ukiah is 67% of the statewide average of \$84,907 (see attachments). This percentage is below the AB 1550 definition, which defines low-income households as at or below 80% of the statewide median income and qualifies Ukiah as an underserved community. The project is located in Mendocino County (045) census tracts 115 and 116, which, according to the 2019 ACS 5-Year Estimates, had median household incomes of 65.3% and 59.4% of the 2019 statewide average of \$75,235. The project is located in a rural community as defined in Appendix C. Ukiah's population is 16,607.

Project Stakeholders

Stakeholders will include representatives from the City of Ukiah (Public Works, Community Development, Planning Division, Housing Division, Fire, Safety), downtown business owners and shoppers, Mendocino Transit Authority, Walk & Bike Mendocino, County of Mendocino departments such as Public Health, Mendocino Council of Governments, Native American Tribal Governments, the Mendocino County Blue Zones project, and Caltrans. Other stakeholders may be included, according to availability, such as local schools, disability advocates, and non-profits.

Overall Project Objectives

Overall project objectives are to study and recommend changes and enhancements on School Street, from the intersection of Clay Street to the intersection of Henry Street. These proposed changes will be for vehicle use, pedestrian use, and bicycle use.

Summary of Project Tasks

[Project Management activities must be identified within the task they are occur and not as standalone tasks.]

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

The City will attend a kick-off meeting with Caltrans to discuss grant requirements and expectations, and project roles. The City will prepare and submit quarterly invoices and progress reports to Caltrans.

Task Deliverables
Kick-off meeting with Caltrans - meeting notes, quarterly invoices and progress reports (City staff)

Task 02: Consultant Procurement

In consultation with Caltrans staff, prepare a Request for Proposals (RFP) and Scope of Work and distribute to qualified consulting firms to obtain competitive bids. Form a Consultant Selection Committee, possibly including a Caltrans representative, to review proposals and recommend selection of a consultant. Prepare and execute contract with successful consultant. Hold kick-off meeting with successful consultant.

Task Deliverables
- Request for Proposals; Consultant Selection Committee agenda and meeting notes; executed consultant contract (City staff) - Consultant kick-off meeting, agenda, and meeting notes (City staff)

Task 1: Public Participation - Community Outreach & Stakeholder Involvement

Robust community and stakeholder engagement is planned for this feasibility study, through use of in person and video and teleconference meetings/workshops, an online public engagement platform (*direct costs for online subscription fees, i.e. are included in this task*), pop-up events, and translation services. Three (3) community-wide public workshops are planned for this project – one to be held early in the project to solicit community input, a second community workshop to be held after the draft plan is available for public review, and a third workshop as well. The project will also include two (2) walking audits. Three (3) stakeholder meetings will be held throughout the project at key deliverable milestones to solicit input on project deliverables. Stakeholders may

include representatives from City Planning, Housing Division, Public Works, Fire, and Safety departments; downtown business owners and shoppers, Mendocino Transit Authority, Walk & Bike Mendocino, County of Mendocino departments such as Public Health, Mendocino Council of Governments, Native American Tribal Governments, and Caltrans. In addition, an online survey will be launched and widely advertised to solicit community input on transportation needs along the School Street corridor.

Consultant shall prepare a detailed Draft Public Outreach Plan and outreach schedule with recommendations on how best to engage diverse segments of the community for review and acceptance by City staff. The Outreach Plan shall include providing information to the community, gathering community input through an online public engagement platform, surveys, community workshops, possible focus group meetings, and a project website. Outreach may also include making informational presentations to tribal councils and other community groups. Low-tech outreach and input options (posters, flyers, comment cards, etc.) will be provided as appropriate for people without access to technology.

Based on City staff acceptance, the consultant shall prepare and implement the final Public Outreach Plan.

Task Deliverables
- Public Outreach Plan and schedule (Draft and Final), (City Staff, Consultant) - Direct costs for Online Public Engagement Tools/Subscription Cost (Consultant) - At least two (2) community workshops; PowerPoint Presentations; flyers; website announcements; and community surveys, presentations at tribal or community meetings. <i>(May include travel costs)</i> (City Staff/Consultant) - At least three (3) Stakeholder Meetings (City Staff/Consultant)

Task 2: Existing Conditions/Needs Assessment

Consultant shall research existing conditions along the School Street corridor, and identify and analyze multimodal mobility barriers and needed improvements. As part of this research, the consultant shall conduct a review of existing plans, including MCOG's Pedestrian Needs Assessment, MCOG's Active Transportation Plan, and the City of Ukiah Bike and Pedestrian Master Plan. Consultant shall prepare an Existing Conditions/Needs Assessment Report for review by City staff. Consultant shall conduct physical site visits to the project area to view the transportation network and transportation facilities for all modes. *(This task includes travel costs).*

Task Deliverables
Existing Conditions/Needs Assessment Report; Travel Costs (City Staff, Consultant)

Task 3: Research and Analysis

Based on information gathered during the public outreach process, and existing conditions/needs assessment efforts, the Consultant shall analyze a range of multimodal transportation streetscape improvements for the School Street corridor, including needed streetscape improvements. Some goals include tying School Street in to the existing bicycle network, increasing activity of School Street for street fairs, farmer's markets, and community events. GIS analysis shall be used for planning reports and technical memoranda.

Task Deliverables
Research and Analysis Streetscape Improvements Summary Report Including Conceptual Design for Streetscape Improvements (Consultant, City Staff) with GIS analysis for planning reports and memos

Task 4: Recommendations & Draft Study/Plan

Based on results of tasks 1, 2, and 3 above, Consultant shall develop draft recommendations for the “School Street Multimodal Transportation Study” that are feasible and implementable, for inclusion in a draft study/plan. The draft plan shall include detailed specifics on how the recommendations may be implemented; cost estimates; available funding sources, and implementation plan and schedule. The draft plan shall also include a prioritization list, so the components of the plan can be funded through different funding sources at different times, if necessary. The draft plan shall be provided to City staff for review and comment. The draft plan shall be presented to stakeholders for review and comment, and shall also be presented for community review in a second community workshop (*included under task 2*).

Task Deliverables
Recommendations Summary & Draft Study/Plan (Consultant, City staff)

Task 5: Final Study/Plan and City Council Approval

Based on feedback on the draft plan, the Consultant shall prepare a proposed final plan for review by City staff. Consultant shall incorporate feedback as appropriate, and shall prepare Final “School Street Multimodal Transportation Study” for presentation and acceptance by the City Council, at a public meeting. (*Note: Final study/plan must include a summary of next steps towards implementation; must credit Caltrans on the cover or title page, and must be submitted in an ADA accessible electronic copy.*)

Task Deliverables
- Draft Study/Plan (Consultant, City staff) - Final Study/Plan (Consultant, City staff) - Ukiah City Council meeting attendance; presentation materials (Consultant, City staff)

California Department of Transportation
Sustainable Transportation Planning Grant Program
COST AND SCHEDULE

Grant Category	Sustainable Communities Competitive																						
Grant Fiscal Year	FY 2023-24																						
Project Title	City of Ukiah School Street Multimodal Transportation Study																						
Organization (Legal name)	City of Ukiah																						
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator																						
Reimbursements/ Invoicing	Does your agency plan to request reimbursement for indirect costs? ☐ Yes ☒ No If yes, what is the estimated indirect cost rate: n/a Does your agency plan to use the Tapered Match approach for invoicing purposes? ☐ Yes ☒ No																						

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2023/24				FY 2024/25				FY 2025/26											
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
01	Project Administration (no more than 5% of total grant funds)	\$10,624	\$1,376	\$0	\$12,000																				
02	Consultant Procurement	\$6,196	\$804	\$0	\$7,000																				
1	Public Participation and Community Outreach	\$59,308	\$7,692	\$0	\$67,000																				
2	Existing Conditions/Needs Assessment	\$19,477	\$2,523	\$0	\$22,000																				
3	Research and Analysis including GIS Analysis	\$53,118	\$6,882	\$0	\$60,000																				
4	Develop Recommendations & Draft Study/Plan	\$57,545	\$7,456	\$0	\$65,000																				
5	Final Study and City Council Approval at Public Meeting	\$22,133	\$2,868	\$0	\$25,000																				
Totals		\$228,400	\$29,600	\$0	\$258,000																				



California Department of Transportation
Division of Transportation Planning

Sustainable Transportation Planning Grant Program

Fiscal Year 2023-24

GRANT APPLICATION GUIDE

Sustainable Communities, Climate Adaptation,
and Strategic Partnerships

Grant Application Deadline

March 9, 2023

Submit Applications via [Smartsheet Form](#)



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Updated December 2022

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1. GRANT PROGRAM OVERVIEW

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe and reliable transportation network that serves all people and respects the environment.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017) – The Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable fund source to maintain and integrate the State's multi-modal transportation system. In addition to the \$9.5 million in traditional State and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for each grant cycle.

The State-funded Sustainable Communities grants (\$29.5 million) are intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies/Alternative Planning Strategies (SCS/APS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

The State-funded Climate Adaptation Planning grants (\$50 million) enacted with Senate Bill 198 (Committee on Budget and Fiscal Review, Chapter 71, Statutes of 2022), will support local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure.

The federal-funded Strategic Partnerships and Strategic Partnership Transit grants (\$4.5 million) support Federal Planning Factors and address State highway/transit issues of regional, interregional, and/or statewide significance, in partnership with Caltrans.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multi-modal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits. The period of grant fund availability spans over three FYs and approximately 27 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 8.2 for details regarding the anticipated grant project start and expiration dates.

1.1 Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
Sustainable Communities Competitive	Budget RMRA and SHA State funds Approx. \$17 million Approx. \$3 million set-aside for technical projects Approx. \$500,000 set-aside for Native American Tribal Governments Goal: 50% of grants should benefit Underserved Communities*** Grant Minimum \$50,000 for Underserved Communities, including Native American Tribal Governments and rural communities; \$100,000 for all others Grant Maximum \$700,000	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, address the needs of underserved communities, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: • MPOs with sub-applicants • RTPAs • Transit Agencies; • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports; • Native American Tribal Governments • Other Public Transportation Planning Entities The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties with compliant Housing Elements and completed Annual Progress Reports • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in cash or an in-kind contribution).
	Budget RMRA State funds \$12.5 million			
Sustainable Communities Formula	Budget RMRA State funds \$12.5 million	Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: • MPOs	11.47% minimum* (in cash or an in-kind contribution).

* For local match requirements, refer to Chapter 6.5 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

*** For purposes of this grant program, underserved communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

Grant	Fund Source	Purpose	Who May Apply	Local Match
Climate Adaptation Planning	Budget State funds \$50 million total Up to \$5 million set-aside for Native American Tribal Governments Goal: 50% of grants should benefit Underserved Communities*** Grant minimum \$100,000 Grant maximum \$1.5 million (single organization); above \$1.5-\$3 million to be considered for partnership applications	Funds local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level climate adaptation planning to identify adaptation projects and strategies for transportation infrastructure.	The following are eligible to apply as a primary applicant: • MPOs • RTPAs • Transit Agencies; • Cities and Counties • Native American Tribal Governments • A joint exercise of powers authority established pursuant to Chapter 5 of Division 7 of Title 1, with the consent of a transportation planning agency or a county transportation commission for the jurisdiction in which the transportation project will be developed. • A local transportation authority created or designated pursuant to Division 12.5 or Division 19 of the Public Utilities Code. The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in cash or an in-kind contribution); not required for Native American Tribal Governments

* For local match requirements, refer to Chapter 6.5 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

*** For purposes of this grant program, underserved communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

Grant	Fund Source	Purpose	Who May Apply	Local Match
Strategic Partnerships	Budget FHWA SPR, Part I Federal funds \$1.5 million Grant Minimum \$100,000 Grant Maximum \$500,000	Funds transportation planning studies in partnership with Caltrans that address the regional, interregional, and statewide needs of the State highway system, and also assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).	The following are eligible to apply as a primary applicant: • MPOs • RTPAs The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	20% minimum* (in non-federal funds or an in-kind contribution).
	Budget FTA Section 5304 Federal funds \$3 million Grant Minimum \$75,000 for rural RTPAs; \$100,000 for MPOs Grant Maximum \$500,000			
Strategic Partnerships – Transit	Budget FTA Section 5304 Federal funds \$3 million Grant Minimum \$75,000 for rural RTPAs; \$100,000 for MPOs Grant Maximum \$500,000	Funds multi-modal planning studies, with a focus on transit, in partnership with Caltrans, of regional, interregional and statewide significance, and also assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2)	The following are eligible to apply as a primary applicant: • MPOs • RTPAs The following are eligible to apply as a sub-applicant: • MPOs/RTPAs • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities**	11.47% minimum* (in non-federal funds or an in-kind contribution).
* For local match requirements, refer to Chapter 6.5 of this Guide. ** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).				

1.2 Grant Program Objectives and Considerations

Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Objectives, and Grant Program Considerations. The Grant Specific Objectives identified in Chapters 2.1, 3.1, 4.1 and 5.1 indicate the specific purpose of the Sustainable Communities, Climate Adaptation, and Strategic Partnership transportation planning grants, respectively, and must also be considered when preparing an application.

Grant Program Objectives

The following Grant Program Objectives are focused on achieving the Caltrans Mission and are intended to inform application development, including:

Objective	Description
Sustainability	Promote reliable and efficient mobility for people, goods, and services, while meeting the State's GHG emission reduction goals, preserving the State's natural and working lands, and preserving the unique character and livability of California's communities.
Preservation	Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
Accessibility	Increase the accessibility of the system and mobility of people, inclusive of older adults, those with disabilities, and freight.
Safety	Prioritize the elimination of fatal and serious injury crashes and enhance safe use of our roadways through the Safe System approach to realize a vision of zero road fatalities and serious injuries by 2050.
Innovation	Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
Economy	Support the economic vitality of the area (i.e., enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprise (DBE), etc.).
Health	Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity across the lifespan, inclusive of those with disabilities, especially through transportation means.
Social Equity	Promote transportation solutions that focus on and prioritize the needs of underserved communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging meaningful public involvement in the transportation decision making process.

Grant Program Considerations

The Grant Program supports related State and federal mandated initiatives. The Plans and Programs listed below should be considered in grant application development. Definitions and links to these resources can be found in Appendix A.

Caltrans Strategic Plan

The Strategic Plan is a declaration of the Caltrans vision and mission, core values, strategic imperatives, and six goals to deliver a world-class transportation system for one of the nation's most populous, innovative, and diverse states:

- Safety first
- Cultivate excellence
- Enhance and connect the multimodal transportation network
- Strengthen stewardship and drive efficiency
- Lead climate action
- Advance equity and livability in all communities



This plan guides and informs the development of the Sustainable Transportation Planning Grant Program. Competitive applications will articulate how they will assist in achieving the Caltrans vision and mission, the six strategic goals above.

California Transportation Plan 2050

The California Transportation Plan (CTP) 2050 is a long-range transportation plan, updated every five years pursuant to state and Federal law, and is statutorily required to be fiscally unconstrained:

- Defines a vision for the future transportation system, establishes new statewide priorities, and guides Caltrans and partner agencies in implementing its recommendations
- Identifies strategies and policies that are required to make transparent and transformational transportation decisions
- Recognizes the unique transportation needs and interests of urban, suburban, rural, and Tribal communities
- Guides transportation decision makers at all levels of government, while emphasizing the importance of shared responsibility in meeting our transportation needs



The CTP does not contain projects, but policies and strategies required to close the gap between what the regional transportation plans (RTP) aim to achieve and how much more is required to meet 2050 goals. Competitive applications will discuss how proposed projects will assist in achieving the CTP 2050 vision, goals, recommendations, and the modal plans that support it.

Modal Plans that Support the California Transportation Plan

The CTP is the umbrella plan that informs and pulls together the State's long-range modal plans listed below, to envision the future system:

- Interregional Transportation Strategic Plan
- California Freight Mobility Plan
- California State Rail Plan
- California State Bicycle and Pedestrian Plan
- Statewide Transit Strategic Plan
- California Aviation System Plan

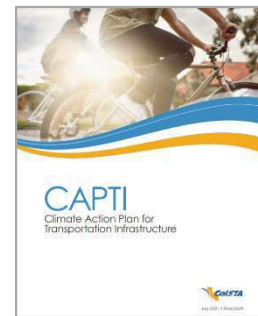
Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability.

Caltrans integrates Title VI as well as environmental justice in all activities. In the past, low-income and minority communities disproportionately bore many of the negative impacts of transportation projects, which they continue to feel the consequences from today. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens, which contribute to poor health outcomes.

Climate Action Plan for Transportation Infrastructure

The Climate Action Plan for Transportation Infrastructure (CAPTI) details how the state recommends shifting and investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing greenhouse gas (GHG) emissions in transportation, which account for more than 40 percent of all emissions, to reach the state's ambitious climate goals. Competitive grant applications will discuss how proposed projects will assist in implementing the CAPTI Investment Framework, Guiding Principles, and align with the Implementation Strategies and Key Actions.

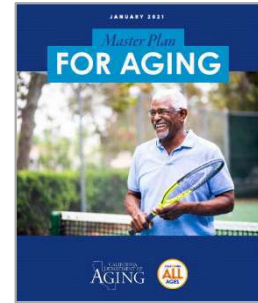


California Climate Adaptation Strategy

The California Climate Adaptation Strategy, mandated by Assembly Bill 1482 (Gordon, 2015), links the state's existing and planned climate adaptation efforts, showing how they fit together to achieve California's six climate resilience priorities. The Strategy is organized around outcome-based priorities, enabling a coordinated, integrated approach to building climate resilience. The Strategy shows how the state's efforts fit together to deliver on six priorities for climate resilience action in California: Strengthen Protections for Climate Vulnerable Communities; Bolster Public Health and Safety to Protect Against Increasing Climate Risks; Make Decisions Based on the Best Available Climate Science; Build a Climate Resilient Economy; Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems; Partner and Collaborate to Leverage Resources. Competitive grant applications will discuss how proposed projects consider climate resilience and align with the California Climate Adaptation Strategy.

Master Plan for Aging

The Master Plan for Aging is a blueprint for aging across the lifespan, not simply a plan for today's older adults. California's over-60 population is projected to diversify and grow faster than any other age group. In response, the Master Plan calls on all California communities to build a California for All Ages: for older Californians currently living through the many different stages of the second half of life; for younger generations who can expect to live longer lives than their elders; for communities of all ages – family, friends, neighbors, coworkers, and caregivers – surrounding older adults. Competitive grant applications will discuss specific connections and help achieve the Master Plan's five goals and twenty-three strategies to build a California for All Ages by 2030.



2. SUSTAINABLE COMMUNITIES COMPETITIVE AND TECHNICAL

Approximately \$12 million in State Road Maintenance and Rehabilitation Account (RMRA) funds and \$5 million in State Highway Account (SHA) funds, or a combined total of \$17 million will be distributed through a competitive program to Metropolitan Planning Organizations (MPOs) with a sub-applicant(s), Regional Transportation Planning Agencies (RTPAs), cities and counties, transit agencies, and Native American Tribal Governments. MPOs can apply to the Sustainable Communities Competitive and Technical grants only in collaboration with a sub-applicant(s).

Approximately \$3 million will be set-aside for a technical project sub-category. In accordance with the recent release of the guidance documents for the implementation of Senate Bill 743 (SB 743, Chapter 386, Statutes of 2013), there is a current need for improved tools to measure VMT and induced travel and to develop and implement VMT mitigation programs.

Approximately \$500,000 will be set-aside for Native American Tribal Governments.

Funding distribution for the competitive program will depend on the quality and number of applications.

2.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities grants is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives, which must be considered when preparing the grant application.

A minimum threshold of 50 percent of Sustainable Communities Competitive and Technical Grants has been identified for projects that benefit underserved communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C. Caltrans/Regional Agency Boundaries Map, which indicates rural areas). For purposes of the grant program, acceptable underserved communities definitions are described in Appendix A and include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined underserved communities
- At or below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Sustainable Communities Competitive and Technical applicants must demonstrate how the project fits every aspect of the following Specific Objectives, as appropriate for the applicant and project type:

- Encourage local and regional multimodal transportation and land use planning that furthers the region's RTP SCS/APS (where applicable). For applicants not in an MPO region,

address how the project encourages local and regional multimodal transportation and land use planning that advances sustainability

- Contribute to the State's GHG reduction targets and other State goals, including but not limited to, the goals and best practices cited in the 2017 RTP Guidelines
- Address the needs of underserved communities through robust public engagement
- Assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).

Sustainable Communities Technical project types do not require extensive public engagement due to their technical nature, but they will explain and demonstrate:

- How the public will be involved at later stages of the planning process
- How they will collaborate with and involve appropriate stakeholders with technical expertise to review and validate quantification assumptions and methods
- How stakeholders will be involved in the application and Scope of Work

Technical project applications are scored under the same criteria as all other project types, but they are grouped with other technical projects, and they compete at the same level. Refer to Chapter 2.2 for Example Technical Project Types. Applicants should contact their Caltrans District listed in Appendix D to help decide which grant category is the best fit for their project.

Below is a list of Appendix A. Guidance, Tools, and Resources to assist applicants in preparing a competitive grant application that is consistent with the Grant Program Objectives, Grant Program Considerations, and Specific Objectives.

- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Underserved Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use and Transportation Planning
- Promote the Region's RTP SCS/APS (where applicable) and State Planning Priorities, and Climate Adaptation Goals
- Climate-Ready Transportation

2.2 Example Project Types

The examples below are organized in the following grant project types: Active Transportation; Corridor and Freight; Social Equity; Integrated Housing, Land Use, and Transportation; Multimodal; Safety; Technical; and Transit.

Active Transportation

- Active transportation plans, including bicycle, pedestrian, and trail master plans
- Plans for bike parking facilities
- Rural planning studies or plans that provide rural counties the ability to develop active transportation plans with a rural context-sensitive focus and allow for rural regions to contribute to the State's GHG reduction targets
- Studies or plans that include a temporary built environment demonstration, e.g., tactical urbanism

Corridor and Freight

- Comprehensive Multimodal Corridor Plans
- Corridor enhancement studies
- Studies or plans related to zero emissions vehicle goods movement
- Freight/goods movement plans and studies
- Local or regional corridor plans
- Studies and plans that can help to quantify and highlight the value and importance of the rural State transportation system which connects large urban centers to rural open space, State and federal lands, and recreation and agriculture hubs.
- Studies and plans to mitigate for impacts to the rural transportation system due to increased interregional tourism and visitor traffic
- Modeling improvements that address SB 743 implementation and induced travel (see Sustainable Communities – Technical grant-specific objectives in Chapter 2.1)
- Complete Streets plans that consider last-mile freight
- Curbside freight management plans
- Sustainable freight plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Social Equity

- Community Needs Assessments
- Health and transportation studies, including health equity transportation studies and other plans that incorporate health into transportation planning
- Studies to improve access to social services and other community destinations for underserved communities
- Studies, plans or planning methods that address environmental justice issues in a transportation related context
- Congestion pricing studies including plans that enhance social equity and avoid inequitable cost burdens
- Planning to remove or reduce barriers created by transportation infrastructure such as highways, overpasses and underpasses, that create disconnected communities
- Studies or plans to ensure that infill and transit-oriented development benefits existing residents and businesses, low-income and underserved communities, and minimizes displacement
- Outreach to educate underserved communities on mode shifts to electric forms of transportation, as part of a plan or study as appropriate
- Student internships for rural agencies and/or underserved communities

Integrated Housing, Land Use, and Transportation

- Studies, plans or planning methods that assist transportation agencies in creating sustainable communities and transit-oriented development

- SCS/APS development
- Studies that promote greater access between affordable housing and job centers
- Station area planning
- Integration of transportation and environmental planning
- First Mile/Last Mile project development planning
- An update to a general plan land use element or zoning code that increases development opportunities around key transportation corridors or nodes
- Creation of a Transit-Oriented Development overlay zone or other special zoning district around key transportation corridors or nodes
- Studies, plans, and policies that address land use conflicts with major transportation corridors such as major highways, ports, shipping and freight corridors, etc. that are near sensitive land uses such as homes, schools, parks, etc. or potentially impacted by climate change

Multimodal

- Complete Streets plans or multimodal transportation plans
- Long range transportation plans for tribal governments
- Studies, plans or planning methods that advance a community's effort to reduce single occupancy vehicle trips and transportation related GHG through strategies including, but not limited to, advancing mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use
- Context-sensitive streetscapes or town center plans
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Shared mobility services planning studies
- Community outreach plans for park-and-ride lots

Safety

- Bike and pedestrian plans with a safety enhancement focus, including Vision Zero plans
- Community to school studies or safe routes to school plans
- Traffic calming and safety enhancement plans

Technical

- Transportation modeling studies or planning activities that address SB 743 implementation and induced travel, active transportation, emerging technology, public health, VMT and other impacts
- Planning for zero or near zero emission vehicles
- Electric vehicle charging infrastructure network planning
- Transit planning for zero emission bus fleets
- Planning for autonomous vehicles
- Road or parking pricing studies
- Transportation Demand Management studies
- Commute trip reduction studies and plans

- Data collection/data sharing initiatives
- Integration of transit, new emerging technologies, and shared mobility services
- Educational outreach as part of a plan or study as appropriate, e.g., for mode shifts to electric forms of transportation

Transit

- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Transit planning studies related to accessible transit, paratransit, mobility management, etc.
- Studies, plans, or outreach for school public transit, school pool ridesharing
- Strategies to increase transit ridership
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

2.3 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Report writing and the development of associated graphics
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Travel expenses (See Chapter 6.5 for details)
- Up to 30 percent design or conceptual drawings
- Equipment (as defined in 2 CFR Part 200.33)¹ purchases must remain under \$5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436² provides the criteria for depreciation.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Virtual outreach activities and on-line meetings

¹ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33>

² Govinfo, 2 Code of Federal Regulations, Part 200.436, 2014, <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-436>

- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified.

Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Program or project implementation
- Repurposing unspent grant funds (not applicable to Sustainable Communities Formula)
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP, excluding SCS/APS development
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items, stipends
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

2.4 Tips for Successful Sustainable Communities Grant Applications

Criteria for Successful Sustainable Communities Grant Applications

Some guidance is provided below however, it is not intended to be all inclusive.

- Integrate Grant Program Considerations (See Chapter 1.2)
- Advance transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- Identify and address deficiencies in the multimodal transportation system, including the needs of environmental justice and underserved communities, including Native American Tribal Governments and rural communities

- Encourage stakeholder collaboration
- Involve active community engagement
- Coordinate transportation, housing, and land use planning
- Result in funded and programmed multimodal transportation system improvements

General Tips

- Some sections of the grant application may seem redundant when discussing underserved community engagement, overall public engagement, and stakeholder involvement. Although the general public and underserved communities are stakeholders for any project, for application purposes, the strategy, and methods for engaging these groups will be different, as described below.
 - Overall public engagement will describe the general strategy to engage the public at large.
 - Underserved communities engagement will explain how the project will go above and beyond business as usual or what is statutorily required to address the specific needs of underserved communities and use unique methods to involve these groups in the decision-making process. Refer to Appendix A. Active Community Engagement, which includes case studies for examples of equitable community engagement.
 - Stakeholder engagement will explain how partner agencies, businesses, and/or non-profit community-based organizations will be involved throughout the project.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters **and** specifically how supporters will benefit the proposed project will suffice.

Project Description

Concisely describe the project. Explain “What parties are involved, the proposed major milestones, and why the project is necessary.”

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address and how the project will address the problem. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.
- Explain how the project affects underserved communities. The tools in Appendix A are intended to help applicants define an underserved community in the project area. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool.

- If the applicant is a Native American Tribal Government or a rural area (outside of the urbanized areas with 50,000 in population or greater) of the State, describe population characteristics such as demographics, location, and size.

Grant Specific Objectives

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. Some guidance is provided below; however, it is not intended to be all inclusive. Applications should reference Appendix A for Resources to Advance Sustainable Communities Grant Specific Objectives.

Successful applications should include:

Planning for Housing, Housing Element Compliance, and Prohousing Designation

- To avoid a deduction of 5 points, applicants must demonstrate how they integrate housing planning into their policies, programs, and project, or commit to coordinate housing and transportation in future policies and programs throughout the application (e.g., narrative and scope of work). See Chapter 2.2 for a list of example projects that coordinate housing, land use, and transportation.
- To be eligible for a grant award, city and county primary/sub-grant applicants are required to submit:
 1. A housing element adopted by the local government to the Department of Housing and Community Development (HCD), and HCD must find the adopted housing element in substantial compliance with state housing element law pursuant to Government Code Section 65585.
 2. Annual Progress Reports (APRs) to HCD for at least the previous two years, 2020 and 2021.
- City or county primary/sub-applicants will receive a high recommendation from HCD if they have a Prohousing Designation, which can be earned by adopting local policies that facilitate the planning, approval, and construction of housing. The HCD Prohousing Designation Program provides incentives to cities and counties in the form of additional points or other preference in the scoring of competitive housing, community development, and infrastructure programs. For HCD Prohousing Designation Program information and how to develop a competitive application, refer to Appendix A, *Integrated Housing, Land Use, and Transportation Planning*.

Note: Charter cities are not exempt from this specific program requirement and must submit an Annual Progress Report for the calendar years mentioned above.

IMPORTANT TIPS:

- ✓ City and county primary/sub-grant applicants are required to submit:
 1. A housing element adopted by the local government to HCD.
 2. Annual Progress Reports to HCD for at least the previous two years, 2020 and 2021.

Community Engagement

- Refer to Appendix A for Community Engagement Best Practices.
- Evidence of additional public outreach measures that promote access to decision-making and program implementation for all segments of the community, including special needs populations, underserved communities, and a variety of socio-economic groups (e.g., households across the income and employment spectrum, ethnically and racially diverse households).
- The application narrative should outline specific outreach strategies that will be utilized, considering the current COVID-19 environment.
- Tailored letters of support with electronic signatures from community-based organizations or public advocacy groups to demonstrate their support or involvement in identifying the issues that the proposed project is attempting to address.
- If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition electronically signed by supporters in a simple table format that indicates specifically how supporters will benefit the proposed project will suffice.

HELPFUL TIPS:

Tailored letters of support from local agencies that not only provide support for the project, but also confirms that the proposed project:

- ✓ Helps to implement the RTP SCS/APS and/or State priorities
- ✓ Involves a coordinated approach to integrating land use and transportation in all phases of project planning and implementation.

Integrated Housing, Land Use, and Transportation Planning

- Application narrative and any relevant supporting or illustrative data should describe how the proposed project integrates and connects land use and transportation, including how transportation and land use agencies or jurisdictions are actively collaborating on the project in all project phases.
- Competitive grant applications should demonstrate how the project furthers this coordinated and integrated approach to planning. For example:
 - Demonstrate how the project will support or align with the region's Regional Early Action Planning (REAP)³ grant investments or other regional planning or implementation efforts. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals. Eligible uses include projects that invest in infrastructure to expand active transportation and fund and implement parking and transportation demand management programs or ordinances.
 - Describe how the project aligns with state housing policies and goals by serving a community within ½ mile of a transit station or stop that has received a positive Prohousing Designation Program score, certified by HCD.

³ REAP Website: <https://hcd.ca.gov/grants-funding/active-funding/reap2.shtml>

- Explain how the project is located in an area that has earned a Prohousing Designation and positive scores for Prohousing Enhancement policies from HCD. Jurisdictions supporting integrated housing, land use, and transportation planning may have policies that include Prohousing Enhancement Factors, which represent a multi-faceted approach to planning objectives, are consistent with state priorities, go beyond state law, etc. Competitive applications may also identify a jurisdiction's policies that promote housing development and reduce VMT. For information about the HCD Prohousing Designation Program and how applicants can develop a competitive application with Prohousing Enhancement Factors or VMT reducing policies, refer to Appendix A, *Integrated Housing, Land Use, and Transportation Planning*. HCD will highly recommend awards for City and county primary/sub-applicants that earn this designation.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule:** Refer to the Cost and Schedule Checklist in Appendix B.

3. SUSTAINABLE COMMUNITIES FORMULA

\$12.5 million will be distributed to the MPOs on a formula basis. The formula funds for the MPOs will reflect the same formula used to distribute Federal Highway Administration (FHWA) Metropolitan Planning PL funds.

The FHWA PL formula has three components:

1. A base allocation
2. A two-part population component which distributes funds by the proportion of the total population of each MPO based on California Department of Finance estimates each January
3. An Air Quality component based on the proportion of federal Congestion Mitigation Air Quality funds to total programmatic FHWA PL funds

3.1 Purpose and Specific Objectives

The purpose of the Sustainable Communities Formula is to fund local and regional multimodal transportation and land use planning projects that further the region's RTP SCS/APS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).



The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS/APS (where applicable) and the RTP Guidelines Appendices K and L.

The specific objectives, eligibility requirements, and performance considerations for the Sustainable Communities Formula Grants awarded to MPOs are consistent with the Sustainable Communities Competitive Grants.

The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS/APS (where applicable) and the RTP Guidelines Appendices K and L. In addition, MPOs are strongly encouraged to administer Sustainable Communities Formula funding in a transparent manner and maintain non-profit eligibility, consistent with the legislative intent of SB 1 - The Road Repair and Accountability Act of 2017.

3.2 Guidance and Approval Process

Minimum Eligibility Criteria

MPOs should meet the following minimum eligibility criteria to apply for Sustainable Communities Formula grants:

- Of the Consolidated Planning Grant, FHWA PL carryover is at or below 100 percent of the annual FHWA PL allocation
- Have an RTP SCS/APS that meets the SB 375 GHG reduction targets
- Meet civil rights and environmental justice obligations, as summarized in Section 4.2 of the RTP Guidelines

If an MPO does not meet the minimum eligibility criteria listed above by April 14, 2023, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

IMPORTANT NOTE:

- ✓ If an MPO does not meet the minimum eligibility criteria, their allocation will be redistributed to the remaining MPOs that are eligible and apply for the Sustainable Communities Formula Grants.

Annual Draft Overall Work Program (OWP) Development and Approval Process

Sustainable Communities Formula Grants are part of the annual draft Overall Work Program (OWP) development and approval process. The draft OWP process includes meaningful consultation with Caltrans district staff and the Headquarters Office of Regional and Community Planning (ORCP). MPOs are responsible for including a draft Work Element(s) for Sustainable Communities Formula Grant funds in the draft FY 2023-24 OWP and sending a list of activities using the provided template to Caltrans, no later than March 1, 2023. Draft OWPs are submitted to the district Regional Planning Liaison who will coordinate with ORCP. The draft Work Element(s) should include an explanation of how the project supports the Sustainable Communities Grant Specific Objectives and provide the same level of detail included in the grant application Scope of Work and Cost and Schedule for the Sustainable Communities Competitive Grants. The Work Element name and number must remain unchanged until the project(s) is completed. If Work Elements do not provide enough detail, MPOs will need to submit the competitive grant application Scope of Work and Cost and Schedule. More information and detailed requirements are outlined in the *SB 1 Guidance for OWPs and Requests for Reimbursements*, available upon request.

3.3 Example Project Types

MPOs have flexibility for how the Formula Grant allocation is administered. For example, MPOs may use these funds for a regional competitive grant program, integrated land use and transportation planning activities related to developing their SCS/APS, carrying out the best practices cited in the RTP Guidelines, or a combination thereof. If an MPO uses Formula Grant funds to administer a regional grant program, the MPO must submit their grant program criteria and list of eligible applicants and sub-applicants to the Caltrans district and ORCP. This step is to ensure the MPO's grant program aligns with the Caltrans Sustainable Communities Competitive Grants, including city and county housing element compliance. MPOs will also submit a list of awarded grants to the Caltrans district and ORCP. MPOs should coordinate the submittal of this information with the Caltrans district and ORCP to avoid delays for releasing the call-for-projects and grant awards. For additional example project types, refer to Chapter 2.2.

3.4 Eligible and Ineligible Activities and Expenses

Refer to Chapter 2.3 for eligible and ineligible activities and expenses.

3.5 Formula Grant Allocation Estimates

The following funding table estimates how formula funds may be distributed to each MPO, contingent upon meeting the minimum eligibility criteria:

Sustainable Communities Formula Grants	
Metropolitan Planning Organization	Total Formula Grant Allocation
Tahoe Metropolitan Planning Organization	\$160,750
Madera County Transportation Commission	\$164,209
Kings County Association of Governments	\$162,943
Shasta Regional Transportation Agency	\$163,172
Butte County Association of Governments	\$180,569
Merced County Association of Governments	\$197,424
San Luis Obispo Council of Governments	\$195,962
Tulare County Association of Governments	\$246,944
Santa Barbara County Association of Governments	\$224,579
Stanislaus Council of Governments	\$291,053
San Joaquin Council of Governments	\$341,671
Kern Council of Governments	\$374,899
Association of Monterey Bay Area Governments	\$315,267
Fresno Council of Governments	\$407,484
Sacramento Area Council of Governments	\$774,991
San Diego Association of Governments	\$1,021,553
Metropolitan Transportation Commission	\$2,106,140
Southern California Association of Governments	\$5,170,390
Total	\$12,500,000

4. CLIMATE ADAPTATION PLANNING

Climate change adaptation aims to anticipate and prepare for climate change impacts to reduce the damage from climate change and extreme weather events. Adaptation is distinct from, but complements, climate change mitigation, which aims to reduce GHG emissions. This funding is intended to advance adaptation planning on California's transportation infrastructure, including but not limited to roads, railways, bikeways, trails, bridges, ports, and airports.

The State-funded Climate Adaptation Planning grants (\$50 million) will support tribal, local, and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure. Applicants at all stages of adaptation planning efforts including those who have not yet started adaptation work are encouraged to apply.

Climate adaptation planning projects are defined by:

- Identification of transportation system vulnerabilities and climate-related risks to existing transportation infrastructure, including resilience improvement plans.
- Identification of adaptation planning projects that address climate risk impacts to existing transportation infrastructure including sea level rise, storm surge, changes in temperature and precipitation.
- Planning for specific climate projects that can be programmed in existing local or regional transportation plans.

4.1 Purpose and Specific Objectives

California's climate leadership has made the ambitious commitment to reduce greenhouse gas emissions and facilitate a transition to a carbon neutral economy. However, as made clear by the impacts already affecting California and the recent IPCC report, impacts of climate change are occurring sooner than expected and they disproportionately affect the most vulnerable among us (See Appendix A. for IPCC report). Many impacts, such as increased wildfires, droughts, landslides, rising sea levels, floods, severe storms, heat waves, and impacts to wildlife, are already occurring already and are expected to become more frequent and severe.

Climate change is increasingly impacting the State's transportation system. Adaptation efforts will enhance the resiliency of the transportation system to better withstand climate impacts. The overarching goal of this grant program is to support planning actions at local and regional levels that advance climate change adaptation efforts on the transportation system, especially efforts that serve the communities most vulnerable to climate change impacts. Taking steps now to adapt to climate change will protect public health and safety, infrastructure, and the California economy into the future.

Caltrans awarded three cycles of local adaptation planning grants allocated through the passage of SB 1. This program operated from FY 2017-18 through FY 2019-20 and was able to fund innovative tribal, local, and regional adaptation planning grants across California. Examples of the completed projects supported by the SB 1 Climate Adaptation Planning Grant Program can be found on the California Adaptation Clearinghouse's case study⁴ page. The current funding in this program aims to build upon the successful SB 1 program to further advance transportation adaptation planning.

⁴ Adaptation Clearinghouse's case study website: <https://resilientca.org/challenges/>

Equity, including regional representation, will be considered when awarding projects. A minimum threshold of 50 percent of the funds has been identified for projects that benefit underserved communities, which includes Tribal, local, regional, and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; refer to Appendix C. Caltrans/Regional Agency Boundaries Map, which indicates rural areas). For purposes of the grant program, acceptable underserved communities definitions are described in Appendix A and include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined underserved communities
- At or below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Furthermore, up to 10% of the funds (\$5M) will be set-aside for Native American Tribal Governments.

Climate Adaptation Planning grant applicants must demonstrate how the project fits the Grant Specific Objectives listed below, as appropriate for the applicant and project type. Additional resources (guidance, data sources, etc.) to assist in achieving these objectives can be found in Appendix A:

Applicants are required to demonstrate how the proposed effort will accomplish one or more of the following:

- Identify specific transportation infrastructure vulnerabilities⁵ to climate change impacts.
- Identify adaptation strategies and specific actions to remedy identified climate-related vulnerabilities, including short-, medium-, and long-term strategies that will address the overall risk for the entire service life of the asset or capital project using the best available science and guidance.
- Include economic analysis and/or cost-benefit analysis of identified adaptation strategy or strategies when applicable.

Applicants must also demonstrate how the proposed effort will accomplish one or more the following:

- Identify benefit(s) to underserved communities, including transit-dependent populations.
- On-going collaboration and partnerships between sectors and jurisdictions, across levels of government at a regional scale.
- Identify co-benefits of the adaptation work, such as benefits to public health, natural ecosystems, air quality, social equity, the economy, or reductions in greenhouse gas emissions. Projects prioritizing nature-based solutions through natural and green infrastructure planning and adaptation strategies will be prioritized.
- Consistency with priorities and goals of the 2021 California State Adaptation Strategy, as well as any applicable local/regional resilience planning, and that the effort will identify

⁵ Transportation infrastructure includes, but is not limited to, roads, railways, bikeways, trails, bridges, ports, and airports. Vulnerable transportation infrastructure is transportation infrastructure that is susceptible to the impacts of climate change (e.g., a pedestrian-use trail that cuts through a forested area that is expected to see increased fire risk due to climate change).

ways to incorporate transportation-related climate adaptation needs into existing transportation plans.

- Projects must include a multistakeholder process that provides an opportunity for meaningful community engagement from communities potentially impacted by any projects identified or developed as part of the planning grant.

Competitive applicants will demonstrate one or more of the following:

- Alignment with or augmentation of existing plans, including climate action plans/adaptation plans, hazard mitigation plans, safety elements of general plans, resilience improvement plans, and/or Certified Local Coastal Programs⁶, that will lead to the identification and development of capital projects that can be programmed as part of local or regional transportation plans. Projects should follow State Guidance on Adaptation Planning (see Appendix A) or be aligned with local plans.
- Collaboration and partnerships with diverse external stakeholders such as businesses, non-governmental agencies, community-based organizations, Federal, state, or local agencies, and community residents.
- Consideration of the adaptation needs of environmental resources in proximity to the transportation system such as coastal resources including but not limited to tidal marsh or beaches, wildlife connectivity, wetlands, or fish passage needs.
- Consideration of public access and Complete Streets' needs.

4.2 Example Project Types

Caltrans aims to fund a variety of project types from a diverse pool of applicants to respond to these climate impacts. Applicants who have adaptation planning efforts underway, as well as those who have not yet started adaptation planning, are encouraged to apply.

The examples below are provided to illustrate the range of projects that may be appropriate for the grant program, as well as to provide ideas to potential applicants. However, proposed projects are not constrained by the examples below.

- **Climate Vulnerability and Risk Assessments** (identification of climate vulnerabilities and risks to transportation infrastructure)
- **Planning for extreme weather events**, which could include:
 - Evacuation planning.
 - Identifying communities and individuals with inadequate access to transportation options (e.g., survey to determine number and location of transit dependent residents).
 - Planning for increased transportation options (e.g., multimodal) in evacuation corridors.
 - Planning for roadway warning systems for extreme weather events.
 - Planning and evaluating for decentralized energy storage needs for electric vehicle charging infrastructure to safeguard against loss of power and impacts to electric vehicles due to climate-related grid disruptions.

⁶ More information about Certified Local Coastal Programs and whether a project is located in this area can be found on the Coastal Commission's website and further verified by reaching out to Coastal Commission staff at the applicable Coastal Commission District office.

<https://coastal.ca.gov/lcps.html>

- **Transportation Infrastructure Adaptation and Resilience Improvement Plans, and/or integration of transportation adaptation planning into existing plans** such as a climate mitigation or adaptation plan, Certified Local Coastal Program, Hazard Mitigation Plan, General Plan (including compliance with Senate Bill 379 requirements (Jackson, Chapter 608, Statutes of 2015)), **or other related planning efforts, including project-level planning for capital projects.** For instance, this can include:
 - Prioritization of adaptation needs and strategies in a given region/location.
 - Project-level planning that can be programmed through an existing local or regional transportation plan, such as evaluating infrastructure resilience to climate impacts, especially projects that integrate natural infrastructure or provide multiple benefits. Specific examples could include: adaptation strategies related to realigning/relocating transportation infrastructure impacted by sea level rise; providing transit shelters with shade, water, or other means of cooling in locations expected to see temperature increases; preparing for increased landslide risk; etc.
- **Natural and green infrastructure planning** (e.g., wetlands restoration along transportation corridors to protect transportation infrastructure from flooding and storm impacts, identifying and removing barriers to habitat and wildlife connectivity.)
- **Technical feasibility studies required to advance project-level adaptation planning**
- **Technical assistance projects for under-resourced and climate vulnerable communities to perform climate adaptation planning**
- **Development of educational resources, trainings and workshops for local jurisdictions and transportation service providers on any of the above listed adaptation planning activities.**

4.3 Eligible and Ineligible Activities and Expenses.

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Applicants need to consult with Caltrans district staff for more information on whether costs are eligible for funding.

Eligible Activities and Expenses

Please consult with Caltrans district staff for clarification regarding specific eligible activities or expenses. Example eligible costs include:

- Staff time
- Consultant time
- Conceptual drawings and design
- Data and geospatial analysis
- Report writing and the development of associated graphics
- Community surveys, meetings, charrettes, and focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Project-specific staffing
- Web application development and dashboard
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans approval

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under this grant program. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Projects without a transportation nexus
- Project Initiation Documents
- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Regional Transportation Plans (RTP) or updates to the RTP
- Construction projects or capital costs, such as the building of a facility, or maintenance
- Purchasing of office furniture or other capital expenditures
- Decorations (e.g., for public workshop events)
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., “Stuff We All Get” (SWAG), full meals, prizes, freebies, promotional/marketing items, stipends
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

4.4 Tips for a Successful Climate Adaptation Planning Grant Application

Strong applications will integrate all aspects of the grant program’s purpose and specific objectives listed above. Additionally, strong applications will support statewide goals and objectives currently being implemented by the State of California, including the Grant Program Considerations (see Chapter 1.2).

Some guidance is provided below; however, it is not intended to be all inclusive.

Criteria for Successful Climate Adaptation Planning Grant Applications

- Clearly demonstrate how the project promotes climate change adaptation planning on the California transportation system and how the project aligns with the grant specific objectives.
- Partner with Caltrans to identify and address statewide, interregional, or regional transportation adaptation needs in the State highway system (or multimodal transportation system for transit-focused and/or active transportation projects).
- Strengthen government-to-government relationships.
- Demonstrate that the proposed planning effort will lead to adaptation project funding proposals and/or programmed system improvements. This can include advancing planning to lead to project development through development of a cost estimate, pursuing a technical feasibility study for adaptation options, and/or developing a conceptual design.
- Identify and address deficiencies in the multimodal transportation system, including the

needs of environmental justice and underserved communities, including Native American Tribal Governments and rural communities.

- Encourage stakeholder collaboration and include active community engagement.
- Promote the region's RTP SCS (where applicable), State planning priorities (Government Code Section 65041.1), and climate adaptation goals (State Adaptation Strategy).
- Demonstrate that the proposed planning effort will use the best available science for climate change projections.
- For proposed planning efforts in the California Coastal Zone, demonstrate that all analyses and final deliverables will be consistent with the applicable Certified Local Coastal Program, California Coastal Act (for projects in the Coastal Commission's retained jurisdiction), and Coastal Commission guidance documents on sea level rise, environmental justice, and Tribal community engagement.

General Tips

- Refer to existing State guidance on climate adaptation planning to ensure alignment with State direction, State data, and guidance, including the California Adaptation Planning Guide, and resources that can be found on the State Adaptation Clearinghouse.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Provide tailored letters of support and photos of project area as relevant to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project. If applicants/supporters do not have the time/resources to provide tailored letters of support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.
- Include Caltrans as an active partner in the study, as applicable.
- Some sections of the grant application may seem redundant when discussing underserved community engagement, overall public engagement, and stakeholder involvement. Although the general public and underserved communities are stakeholders for any project, for application purposes, the strategy and methods for engaging these groups will be different, as described below.
 - Overall public engagement will describe the general strategy to engage the public at large;
 - Underserved communities' engagement will explain how the project will go above and beyond business as usual to address the specific needs of underserved communities and use unique methods to involve these groups in the decision-making process; and
 - Stakeholder engagement will explain how partner agencies, businesses, and/or non-profit community-based organizations will be involved throughout the project.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule:** Refer to the Cost and Schedule Checklist in Appendix B.

5. STRATEGIC PARTNERSHIPS

\$1.5 million in FHWA State Planning and Research (SPR) Part 1 funds and \$3 million in Federal Transit Administration (FTA) Section 5304 funds, or a combined total of \$4.5 million, will be distributed through a competitive program to MPOs and RTPAs. Funding distribution for the competitive program will depend on the quality and number of applications.

5.1 Purpose and Specific Objectives

Strategic Partnerships are intended to fund planning projects that partner with Caltrans to address needs on or connecting to the State Highway System (SHS), while the transit sub-category will address multimodal planning projects that focus on transit.

The objectives of the Strategic Partnerships and Strategic Partnerships - Transit grants are to:

- Strengthen government-to-government partnerships
- Accomplish the Federal Planning Factors
- Achieve the Caltrans Mission and the Grant Program Objectives

5.2 Federal Planning Factors

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient system management and operation
8. Emphasize the preservation of the existing transportation system
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation
10. Enhance travel and tourism

5.3 Example Project Types

Example Project Types - Strategic Partnerships

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Comprehensive Multimodal Corridor Plans
- Corridor performance/preservation studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Development of planning activities intended to result in investment in sustainable transportation projects
- Enhanced tools to capture GHG benefits of Operations and System Management projects
- Integration of transportation and economic development
- Planning for sustainable freight
- Planning for transportation safety
- Studies for relinquishment of state routes
- Statewide or interregional research or modeling tools
- Transportation demand management plans
- System investment prioritization plans
- Assessment and integration of new technology
- Complete street plans that consider last-mile freight
- Curbside freight management plans
- Agriculture goods movement plans
- Freight/supply chain resiliency studies

Example Project Types - Strategic Partnerships Transit

- Identification of policies and procedures to integrate transit into the transportation system and planning process
- Statewide transit planning surveys and research
- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Projects that evaluate accessibility and connectivity of the multi-modal transportation network
- Transit technical planning studies to optimize system performance
- Studies or plans that evaluate commuter rail or multi-modal connectivity
- Studies or plans that evaluate first and last mile transit connectivity

5.4 Eligible and Ineligible Activities and Expenses

Eligible Activities and Expenses

Eligible activities must have a transportation nexus per the California Constitution, Article XIX Section 2 and 3. Please consult with Caltrans district staff for more information on whether costs are eligible for funding.

Some examples of eligible costs include:

- Data gathering and analysis
- Planning consultant procurement
- Advertising for consultant procurement
- Advertising for public workshops, e.g., flyers, paid media ads
- Virtual outreach activities and on-line meetings
- Travel expenses (See Chapter 6.5 for details)
- Up to 30 percent conceptual drawings and design
- Equipment (as defined in 2 CFR Part 200.33)⁷ purchases must remain under \$5,000 or depreciation will need to be taken in to account when the grant project is completed since equipment could have future uses. 2 CFR Part 200.436⁸ provides the criteria for depreciation, at the Govinfo website.
- Community surveys, meetings, public workshop room rental, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings
- Community/stakeholder advisory groups
- Light snacks and refreshments for public workshops (no full meals), subject to Caltrans and federal approval
- Project administration (up to 5 percent of the grant is allowed, i.e., quarterly reports, invoicing, and kick-off meeting with Caltrans)

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs. If an application has any of the following elements, it will be disqualified. Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents

⁷ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.33, 2020, <https://www.ecfr.gov/on/2017-01-03/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.33>

⁸ Govinfo, 2 Code of Federal Regulations, Part 200.436, 2014, <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-436>

- Program or project implementation
- Repurposing unspent grant funds
- Consultant mark-ups
- Application development to pursue construction funds/project implementation
- RTPs or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, capital costs, such as the building of a facility, or maintenance
- Office furniture purchases, or other capital expenditures
- Decorations, e.g., for public workshop events
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Incentives for public participation, e.g., full meals, prizes, freebies, promotional/marketing items, stipends
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

5.5 Tips for Successful Strategic Partnerships Grant Applications

Criteria for Successful Strategic Partnerships Grant Applications

- Partner with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State highway system (or multimodal transportation system for transit-focused projects)
- Strengthen government-to-government relationships, and
- Result in programmed system improvements

General Tips

- Refer to Appendix A. Multimodal System Planning guidance documents in the development of proposed corridor plans/studies, freight plans/studies, and other multimodal system planning documents.
- Consult with your district representative for technical assistance before the application deadline.
- Use the Samples and Checklists provided for the Application, Scope of Work, and Cost and Schedule.
- Include Caltrans as an active partner in the study.
- Provide tailored letters of support and project area photographs to enhance the application. Project supporters should describe why they support the project and how they would benefit from the project.
- If applicants/supporters do not have the time/resources to provide tailored letters of

support, a petition signed by supporters in a simple table format that lists the supporters and specifically how supporters will benefit the proposed project will suffice.

Project Summary

- Concisely describe the project in less than 150 words. Explain “What parties are involved, the proposed major milestones, and why the project is necessary.”

Project Justification

- Clearly define and explain the transportation problem or deficiency that the project will attempt to address. Why is it critical to address the problem now? Make the case for a critical need that the project will address and support it with verifiable data, if available.

Grant Specific Objective

Demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type.

Project Management

- **Scope of Work:** Refer to the Scope of Work Checklist in Appendix B.
- **Cost and Schedule :** Refer to the Cost and Schedule Checklist in Appendix B.

6. GRANT PROJECT ADMINISTRATIVE REQUIREMENTS

The content of this chapter should be notably considered in the development of grant applications as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines including administrative and reporting requirements.

6.1 Coordination with Caltrans

Caltrans is committed to be an active partner. If awarded a grant, the applicant should include Caltrans district staff when planning both technical advisory and community meetings. In addition, Caltrans district staff will help to ensure that the approved Scope of Work, Cost and Schedule, and project funding will be maintained throughout the life of the contract. Applicants are also recommended to engage Caltrans district staff throughout the entire grant life, when applicable.

Caltrans may contact grantees to participate in peer exchange forums to promote information sharing and best practices.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant.

6.2 Third Party Contracts

The agreements between a grantee and a sub-applicant/recipient, consultant, or sub-consultant are often referred to as “third party contracts.” An eligible sub-applicant should be identified by an eligible applicant at the onset of the application. Eligible sub-applicants/recipients may be added to an application after award with prior Caltrans approval. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must always be used.

Grantees may use their agency's procurement procedures as long as they comply with the State Contracting Manual, Chapter 5, the Local Assistance Procedures Manual, Chapter 10, and the terms of the agreement with Caltrans. In addition, work can only be contracted if it has been stated in the applicant's Scope of Work and Cost and Schedule. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans solely enters into a contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with the State Contracting Manual, Chapter 5,⁹ the Local Assistance Procedures Manual, Chapter 10,¹⁰ and the terms of the agreement with Caltrans. All documentation of third-party contract procurements must be retained, and copies of

⁹ California State Contracting Manual Volume 1, Chapter 5, 2018,
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

¹⁰ Caltrans Local Assistance Procedures Manual, Chapter 10, 2020,
<https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

all agreements must be submitted to Caltrans. For more information on third party contracting, visit the State Contracting Manual and the Local Assistance Procedures Manual Websites.

6.3 Quarterly Reporting

Quarterly Progress Reports (QPR) are required to be submitted for each State FY quarter after the grant recipient has received a Notice to Proceed letter. The table below illustrates the State FY timeframes for submitting the QPR to Caltrans district staff.

Quarterly Progress Report Timeframes			
Quarter 1	Quarter 2	Quarter 3	Quarter 4
July – September	October – December	January – March	April – June

For MPOs and RTPAs, the progress and expenditure of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report. If this method of reporting is not adequately satisfied, Caltrans staff will require separate quarterly reports for each awarded grant project.

All other primary grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans district staff will provide the brief report form and due dates.

6.4 Integrated Climate Adaptation and Resiliency Program (ICARP) Case Studies

Caltrans and the Governor's Office of Planning and Research are sharing the lessons learned from this grant opportunity to inform other existing or new state grant programs. To this end, Climate Adaptation Planning primary grant recipients will prepare a final case study/write-up upon grant completion to be included in the ICARP Clearinghouse (described in Appendix A., Pages 70-71), which was developed to share information, resources, and case studies with local and regional jurisdictions. Previous case studies can be found on the ICARP Case Study website¹¹. These case studies will be used to develop guidance for adaptation work in the future. Caltrans will share progress reports with the ICARP Technical Advisory Council at regular intervals.

Climate Adaptation Planning grant recipients are also invited and encouraged to request technical assistance support from the ICARP program, including bringing key challenges or lessons learned to the Technical Advisory Council for their input. Caltrans staff will provide ICARP contact information upon request.

Final Case Study Requirements:

- Include images and GIS files of maps, when applicable
- Emphasize processes or results that can be adapted or replicated for use in multiple jurisdictions or in various parts of the state
- Document the underserved community's involvement throughout the entire process of the proposed project and tools used to capture this information

¹¹ ICARP Case Study website: <https://resilientca.org/case-studies/>

6.5 Invoicing and Financial Requirements

Pre-Award Audit

The Sustainable Communities grants are available in amounts up to \$700,000, Strategic Partnerships grants are up to \$500,000 and Climate Adaptation Planning grants are up to \$3,000,000. However, any awarded grant in excess of \$250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of State or federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans. If a pre-award audit is needed, the local Caltrans district office will contact the grantee to facilitate the appropriate action.

Accounting Requirements

Grantees and sub-applicants/recipients are required to maintain an accounting system that properly records, and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 2 Code of Federal Regulations (CFR), Part 200. It is the grantee's responsibility, in conjunction with Caltrans district staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Cost and Schedule. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans district office to ensure any issues are addressed early during the project period.

Local Match

All grant project tasks/activities require a grant amount and a local match, except a grant amount for administrative Tasks 01, 02 is optional. The local match is a financial requirement that demonstrates the grantee/local agency is vested in the project.

Because the local match is part of the total project cost, the local match can only fund eligible grant activities. Therefore, grant recipients must fund ineligible activities with funds other than the local match.

The local match can be all cash, all third-party in-kind contributions, or a combination of the two. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount) and is identified in the Cost and Schedule at the Task level.

Beginning with FY 2021-22, grantees can provide a tapered local match, which allows grantees to vary the required local match ratio for each task and with every Request for Reimbursement. Applicants must identify if they will utilize the tapered match on the Cost and Schedule. Grantees agree to satisfy the total local match amount by the grant expiration date.

Local Match Sources

- **Sustainable Communities Competitive and Technical**
Federal toll credits, FHWA PL, and FTA Section 5303, and Sustainable Communities Formula are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.
- **Sustainable Communities Formula**
Federal toll credits are an ineligible match source; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with federal Consolidated Planning Grant (CPG) funds (i.e., FHWA PL or FTA Section 5303), the work must all be eligible. However, federal approval is required as CPG objectives may differ and must be aligned with Sustainable Communities Formula specific objectives and 23 CFR Part 450 requirements.¹²
- **Climate Adaptation Planning**
Federal toll credits, FHWA PL, and FTA Section 5303, and Sustainable Communities Formula are ineligible match sources; otherwise, any source of funds may be used if the proposed grant work is an eligible activity for the local match fund source.

Local match is not required for Native American Tribal Governments.
- **Strategic Partnerships and Strategic Partnerships – Transit**
Any non-federal source of funds may be used if the proposed grant work is an eligible activity for the local match fund source. If MPOs are matching with Sustainable Communities Formula funds, the objectives for each grant must be in alignment. Caltrans approval is required.

Cash Match

- Staff time from the primary applicant counts as cash match. Staff time charged to a specific project that has been funded and or reimbursed, cannot be used to meet the match requirement for another project.
- Sub-applicant staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.
- Revenue sources for local cash match can include local sales tax, special bond measures, private donations, private foundations, etc.

Third-Party In-Kind Match

Third party in-kind contributions are typically goods and services donated from outside the primary grantee's agency and can be counted towards the minimum local match requirement. Examples of third-party in-kind contributions is the value of donated:

- Public outreach materials
- Interpreter Services
- Facilities
- Equipment
- Advertising
- Student volunteers and other stakeholder staff time
- Other goods and services

¹² Title 23, Code of Federal Regulations, Part 450,

<https://www.govinfo.gov/content/pkg/CFR-2004-title23-vol1/pdf/CFR-2004-title23-vol1-part450.pdf>

The Third-Party In-Kind Valuation Plan is required to itemize and place value on donated goods and services. It must be submitted to Caltrans for approval only if the grant application is awarded. The Third-Party In-Kind Valuation Plan Checklist and Template can be found in Appendix B.

In addition:

- The value of third-party in-kind contributions must be directly benefiting and specifically identifiable to the project.
- Minimum wage standards for student workers or Caltrans pay rates for equal-level volunteers are acceptable base values of volunteer time.
- Third-party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Cost and Schedule, and the project specific Work Element in the OWP (if applicable).

Minimum Local Match Requirements

Applicants/grantees will be held responsible for any local commitments above the minimum requirement included in the grant application and will be made part of the grant agreement with Caltrans. Once the agreement is executed, any decrease to local match commitments above the minimum required amount will require Caltrans approval through an amendment. The example shown in the following table illustrates the minimum local match requirement based on a grant request of \$300,000. Applicants must use the Local Match Calculator¹³ to ensure the correct amounts are reflected on the Grant Application Cover Sheet and the Cost and Schedule.

Minimum Local Match Requirements (Percentage of Total Project Cost)			
Grant Program	Grant Request	Local Match	Total Project Cost
Sustainable Communities, Climate Adaptation Planning, and Strategic Partnerships –Transit	88.53% Example: \$300,000	11.47%* Example: \$38,868	100% Example: \$338,868
Strategic Partnerships	80% Example: \$300,000	20% Example: \$75,000	100% Example: \$375,000

*Climate Adaptation Planning local match is not required for Native American Tribal Governments.

Indirect and Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a state award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs, also known as facilities and administrative costs or overhead costs.

Indirect Costs are costs that are incurred for a common or joint purpose. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective.

¹³ Local Match Calculator (link will download as MS Excel spreadsheet): <https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sustainable-planning-grants-2021/122822-update/10-final-local-match-calculator-all-y.xlsx>

Reproduction costs, computer purchase, and office supplies are considered indirect costs, unless they are tied to a specific task or activity then they are considered direct costs.

Indirect Cost Allocation Plan/Indirect Cost Rate Proposal

If a grantee, including sub-recipients and third-party contractors/consultants, are seeking reimbursement of indirect costs, they must submit an Indirect Cost Allocation Plan (ICAP) or an Indirect Cost Rate Proposal (ICRP) to Caltrans. Submissions should be sent to Caltrans Internal Audits Office (CIAO) or Independent Office of Audits and Investigations (IOAI).

CIAO is responsible for the review and approval of government entities and non-profits ICAP submissions.

IOAI is responsible for the review and approval of for profit (Consultant) ICAP submissions. Consultants submit their ICAPs only when they are initially included in the contract and not on an annual basis.

An ICAP or ICRP must be prepared and submitted yearly in accordance with 2 CFR, Part 200. Indirect costs may be sought for reimbursement only after the grantee has received ICAP/ICRP approval from CIAO. For guidance on the ICAP/ICRP submission process, visit Caltrans Internal Audit Office¹⁴ and the Caltrans LAPM Chapter 5 Accounting/ Invoicing.¹⁵

IMPORTANT NOTE

- ✓ Applications must include the estimated indirect cost rate on the Cost and Schedule.

Most Common Types of Indirect Cost Rates

The following are the most common types of Indirect Cost Rates:

- Fixed Rate
- Final Rate
- De Minimis Rate
- Safe Harbor Rate

Changes to the De Minimis Rate are outlined in the revised 2 CFR Part 200.414(f)¹⁶ that became effective November 12, 2020.

Applications must include the estimated indirect cost rate on the Cost and Schedule.

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Cost and Schedule. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees). Any request for reimbursement that exceeds the State rates will

¹⁴ Caltrans Internal Audits Office, ICAP/ICRP Submission Process, 2022,
<https://dot.ca.gov/programs/audits/submission-review-main>

¹⁵ Caltrans Local Assistance Procedures Manual Chapter 5, 2020,
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>

¹⁶ Electronic Code of Federal Regulations, 2 Code of Federal Regulations, Part 200.414(f), 2020,
https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1414&rgn=div8

be denied. The grantee is responsible for paying beyond the State rates and cannot use the local match because it is an ineligible activity.

For more information on eligible travel expenses, visit the Caltrans Travel Guide Website.¹⁷

Requests for Reimbursements

- Grant payments are made only as reimbursements.
- Grant reimbursements will be based on actual allowable incurred costs.
- Grant costs will be reimbursed if incurred on or after the start date and the issuance of the Notice to Proceed and before the expiration date.
- Request for Reimbursements (RFRs) must be submitted at least quarterly, but no more frequently than monthly.
- A one-time, lump sum invoice or RFR for the entire grant is not allowed.
- Grantees must pay sub-recipients and subcontractors prior to submitting an RFR to Caltrans.
- Incomplete or inaccurate RFRs will be returned for correction.
- An accounting management system generated report must accompany all RFRs.
- Refer to Chapter 9.2 to determine final RFR dates
- When requesting reimbursement of indirect costs, the following items are required as part of the submitted RFR package:
 - An approved ICAP/ICRP rate must be on file for the FY in which the costs occurred.
 - A financial management system report that segregates direct/indirect costs by fund source.
 - ICAP support document spreadsheet that identifies direct charges and rate applied to those charges.

6.6 Non-Discrimination Requirements

Title VI Non-Discrimination Requirement

The FHWA and the FTA each have requirements that recipients of Metropolitan Planning federal funds must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Compliance reflects not only the law but is also a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program. Refer to the Caltrans Title VI website¹⁸ for more information.

Disadvantaged Business Enterprises

Successful grant applicants are expected to market contracting opportunities to all small businesses, including DBEs and Disabled Veteran Business Enterprises.

¹⁷ Caltrans Travel Guide, 2020, <https://dot.ca.gov/programs/accounting/travel-guide>

¹⁸ Caltrans, Title IV of the Civil Rights Act of 1964, 2020, <https://dot.ca.gov/programs/civil-rights/title-vi>

Grant recipients of federal funds are required to report any contracting opportunities that may involve DBE participation. DBE reporting is required twice a year: April 1 and October 1. For details about DBE requirements, visit the Office of Regional Planning website.¹⁹

6.7 Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FHWA, FTA, or Caltrans' financial participation on the cover or title page. An Americans with Disabilities Act of 1994 (ADA)-accessible electronic copy of all final reports shall be forwarded to the Caltrans district office responsible for the administration and oversight of the grant. There are resources to assist with development of ADA compliant documents.²⁰

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

Applicants should thoughtfully develop the project title. Once a Caltrans grant agreement is executed, changes to the original grant project title are not allowed. Grantees may use an "Also Known As" (AKA), but both the AKA and the original title must be included in the final product.

Grantees must submit their final product with the final RFR to Caltrans for approval and reimbursement. Grantees will not be reimbursed for activities that are not completed, and the activity budget must be left unexpended.

6.8 Project Close-Out Survey

Once awarded grant projects are completed, grantees will complete a close-out survey to describe the successes and challenges of their project. The survey will give the opportunity to (1) highlight successes and obstacles in project implementation of the concepts identified by the planning process, (2) identify best practices in transportation planning, with an emphasis in public engagement, and (3) identify studies/plans that have been or will be funded for continued project development. Information from the survey will be compiled into a report to illustrate the value of the grant program and inform planning practitioners in their planning efforts. Caltrans' goal is to provide transparency and accountability for the program, as well as to use the survey feedback to better serve future grant applicants.

¹⁹ Office of Regional Planning, Disadvantaged Business Enterprise, <https://dot.ca.gov/programs/transportation-planning/regional-planning/federal-state-planning-program>.

²⁰ State of California Accessibility Website: <https://www.ca.gov/accessibility/>

California Department of Rehabilitation Accessibility Website: <https://www.dor.ca.gov/Home/Accessibility101>

MS Office Support Video: <https://support.office.com/en-us/article/video-check-the-accessibility-of-your-document-9d660cba-1fcd-45ad-a9d1-c4f4b5eb5b7d>

6.9 California Public Records Act

All applications are subject to the California Public Records Act of 1968²¹. As such, applicants may be contacted by anyone who requests their grant application. While Caltrans is obligated to share applications at any time, awarded applicants should avoid a potential conflict of interest when contacted by consultants who may inquire about the grant-funded project and not give the consultant an unfair advantage for the consultant procurement process.

²¹ Leg info, California Government Code, Sections 6250 - 6270.7,
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=7.&chapter=3.5.&lawCode=GOV&title=1.&article=1.

7. APPLICATION SUBMITTAL PROCESS

The Sustainable Transportation Planning Grant Program is highly competitive. This section provides applicants with supplemental information as well as details on required documents that must accompany an application at the time of submittal. All applicants are strongly encouraged to adhere to these requirements in order to score competitively during the application evaluation process.

7.1 Applicant Eligibility

Primary applicants must have statutory authority to conduct transportation/transit planning for their jurisdiction. Generally, the local and regional agencies have this specific authority. Native American Tribal Governments must be Federally recognized to be eligible. Refer to the public entity's bylaws to find this information.

7.2 Early Coordination and Technical Assistance for Primary Applicants

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate primary applicant to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate primary applicant process and schedule, as they may differ slightly from those of Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP SCS/APS for the entire MPO region and do not duplicate efforts being applied for or already awarded to the MPO.

Caltrans district staff (See Appendix D) are available during the application period to answer questions and help interested groups complete their applications.

For questions specific to the Grant Application Guide, applicants are also welcomed to contact:

Application Guide Technical Assistance	Contacts
Sustainable Communities and Strategic Partnerships	Priscilla Martinez-Velez, Grant Management Branch Chief Caltrans Division of Transportation Planning Office of Regional and Community Planning Email: Priscilla.Martinez-Velez@dot.ca.gov
Climate Adaptation Planning	Julia Biggar, Climate Change Branch Chief Caltrans Division of Transportation Planning Office of Air Quality and Climate Change Email: Julia.Biggar@dot.ca.gov
Questions about Housing Element Compliance for Sustainable Communities Competitive and Technical	Paul McDougall Department of Housing and Community Development Email: Paul.McDougall@hcd.ca.gov

7.3 Application Submittal Instructions

The Grant Application Guide, Application forms, and required templates are available on the Caltrans Sustainable Transportation Planning Grant Program website, at:

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning>

- All grant application packages are required to be submitted via Smartsheets.
- Smartsheet features work better with Google Chrome browser
- Smartsheet progress cannot be saved. To avoid issues, follow these instructions:
 1. Complete the Application Cover Sheet in MS Word
 2. Copy and paste the Application Cover Sheet fields into the Smartsheet form
 3. Have the PDF attachment ready to upload into the Smartsheet form
- An agency may only submit one application package per Smartsheets submittal.
- An application cannot be submitted to more than one grant category.
- The required items outlined on the Grant Application Checklist in Appendix B must be submitted as a single PDF document (not to exceed 25MB); if awarded, original formats will be requested.
- All application documents must list the applicant's legal name.
- A confirmation of receipt can be sent via Smartsheets if the applicant checks the box to receive a copy of the submittal.

**Submit applications via [Smartsheets Form](#) no later than
[THURSDAY, MARCH 9, 2023 BY 5:00 P.M.](#)**

Hard copies will not be accepted, and late applications will not be reviewed.

Caltrans anticipated award announcements: [Summer 2023](#)

Caltrans district staff are available during the application period to answer questions and help interested groups complete their applications. Refer to Appendix D. Caltrans District Contact List for contact information.

Download the latest version of [Adobe Reader DC ®](#) to complete the application form. This version of Adobe is available free of charge.

7.4 Application Supplemental Documentation

The following documents **are not required, but enhance the overall application and typically result** in a more competitive application during the evaluation process:

Letters of Support

If submitted, letters of support must be included with the application package. Letters received separate from the application package may not be considered. The letters should be addressed to the applicant. Such letters can come from community-based organizations, local governments, regional governments, Native American Tribal governments, service agencies, and elected officials.

Graphics

Clearly labeled photographs, maps, planning diagrams, land use or design illustrations, or other relevant graphic representations of the proposed project area convey existing conditions and help to further explain the need for the grant and the priority of the proposed planning project with respect to community need. Please ensure that graphics include a text description to provide context.

Safety Data

Statistical data such as pedestrian-vehicle injuries/crashes or fatalities resulting from lack of safe infrastructure, or other road conditions that contribute to possible injuries. This information may be obtained from police reports, transit agencies, National Highway Traffic Administration, or the Governor's Highway Safety Association.

Travel Mode Data

Data on mode share, commute patterns, accessibility for low-income and underserved populations, access to job centers, or other data to show the need and potential for mode shift to non-auto transportation modes.

Other Data

As applicable, to indicate the need and potential for reducing VMT and GHG, where available.

The following documents are not required, but enhance the overall application and typically result in a more competitive application during the evaluation process:

- Letters of Support
- Graphics
- Safety Data
- Travel Mode Data
- Other Data

8. APPLICATION REVIEW PROCESS

8.1 Two-Tiered Application Review Process

This chapter provides a brief overview of the grant application review process. Grant application evaluation is a two-tiered process that consists of:

- Caltrans District Review and Evaluation
- Caltrans Headquarters (HQ) Interagency Review Committees Evaluation

Caltrans district staff conducts the first-level review of all applications for content, submission of proper documentation, overall relationship to regional and local planning efforts, and documents their evaluations. Caltrans district staff scores, prioritizes, and recommends the most highly ranked Sustainable Communities and all Strategic Partnerships applications for the next level of review with the Interagency Review Committees. Grant applications from Native American Tribal Governments, Transit Agencies, and proposed projects spanning multiple Caltrans districts or projects having a statewide significance, may also move on directly from Caltrans districts to HQ for review.

The HQ Interagency Review Committees conduct the second-level review and comprise staff from Caltrans HQ, the Federal Highway Administration, the Federal Transit Administration, the California Department of Housing and Community Development, the California Department of Public Health, the Governor's Office of Planning and Research, the Strategic Growth Council, and the California Air Resources. Caltrans HQ also coordinates with internal specialists, depending on the grant application subject matter, to provide high-level reviews of the proposed project to avoid funding duplicative efforts or efforts that are not supportive of State planning efforts. The committees for each grant category convene to develop funding recommendations that are approved by every level of Caltrans management and the California State Transportation Agency.

8.2 Application Evaluation/Scoring Process

Grant applications that address every aspect of the grant specific objectives will score higher overall. Caltrans has diverse applicants and project types, which makes it difficult to use a one-size fits all scoring rubric that would not unintentionally put some applicant/project types at a disadvantage. Therefore, applications will be scored based on how well they are able to describe the project, justify need, incorporate the grant specific objectives, and develop a Scope of Work and Cost and Schedule, all in accordance with this grant guide, samples and checklists provided, as applicable and appropriate for the applicant and project type. Once the grant review committees evaluate, rank, and select the best applications for grant funding, final recommendations are presented to Caltrans management and California State Transportation Agency for approval.

8.3 Past Performance Award Considerations

Previous Caltrans transportation planning grantee performance will be considered during the evaluation process. Applicants with a history of inadequate performance and/or unresolved past grant performance issues may be at a competitive disadvantage in the application review process. Past performance issues could include the following:

- Poor grant project management
- Lack of communication/coordination with Caltrans
- Failure to achieve grant project milestones
- Untimely invoice submittals

- Excessive balances and consistently relinquish transportation funds administered by Caltrans Planning
- Unresolved audit issues or findings
- Overall poor quality of the final grant product
- Failure to satisfy the required state and federal planning requirements including submittal and administration of OWPs, RTPs, and Transportation Improvement Programs

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include denial of extenuating circumstance time extension requests and termination of the grant.

9. APPLICATION AWARD PROCESS

9.1 Award and Non-Award

Successful grant applicants will receive an award letter via email. A list of award and non-awarded grants will be posted to the Caltrans Sustainable Transportation Planning Grant Program website.

Caltrans Sustainable Transportation Planning Grant Program Website:

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning>

Conditional Award Teleconferences

Each grantee will receive a Conditional Award Letter that outlines the grant project cost, important expiration and final invoice dates.

Caltrans district staff will schedule individual teleconferences to provide the specific and general conditions of grant acceptance that are necessary to accept grant funding, including any revisions to the grant application, Scope of Work and Cost and Schedule. Conditions may include revisions to the project Scope of Work to bolster public participation, consider land use and housing, and to coordinate with local housing and community development departments and health departments. Awardees are required to submit all supporting materials and a signed agreement or risk forfeiting the grant award.

Non-Award Teleconferences

Unsuccessful grant applicants are encouraged to request a debriefing from Caltrans. Applicants typically receive specific comments from the District/Interagency Review Committee on how to improve applications to re-apply in a future grant cycle. If the application advanced to the second-level review, HQ provides the Interagency Review Committee score, as well as how close the application was relative to the cut-off score for available grant funding. Applicants sometimes apply two or three times before they are successful due to the competitiveness of the grant program.

9.2 Contracting with Caltrans

All awarded grant funds must be under an executed agreement with Caltrans during the State FY 2023-24. The project start date depends on the method of contracting with Caltrans.

MPOs and Rural RTPAs

All MPOs/RTPAs with a current Master Fund Transfer Agreement (MFTA) must have the entire grant award and local match programmed in the FY 2023-24 OWP no later than October 3, 2023. Due to the competitiveness of this grant program, failure to program funds may result in forfeiture of grant funds. MPOs/RTPAs should include a place-holder Work Element in the Draft FY 2023-24 OWP and satisfy specific grant conditions before the FY 2023-24 OWP is finalized. The goal is to reduce the administrative burden of a OWP and OWP Agreement formal amendment later in FY 2023-24. In addition, it would allow the MPO/RTPA to begin their grant project as early as July 1, 2023, pending State Budget approval, and Caltrans issuing a formal Notice to Proceed.

Non-MPOs/RTPAs

Grantees that do not have a current MFTA with the Caltrans Office of Regional and Community Planning (i.e., cities, counties, transit agencies, Tribal Governments), Caltrans will contract directly

with the primary grantees through the Restricted Grant Agreement (RGA) process. For grantees that undergo the RGA contracting process, work may begin as early as November 2023, assuming the grantee has received a fully executed contract and Caltrans district staff send a formal Notice to Proceed which allows grantees to begin work.

Estimated Project Start/Expiration Dates

It is important for applicants to reflect the estimated project start date in the Scope of Work and Cost and Schedule. Project Timeline constraints for both methods of contracting with Caltrans are provided below. Grantees must consider these dates when developing the Scope of Work and Cost and Schedule:

Master Fund Transfer Agreement Project Timeline (MPOs/RTPAs Only)	
July 2023	Anticipated start date
February 28, 2026	- Recommended grant project end date - Reimbursable work should be completed - Grant extensions are only allowed for extenuating circumstances
April 29, 2026	All final invoices for State-funded grants awarded to MPOs/RTPAs and federal-funded grants awarded to RTPAs must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.
June 30, 2026	- Grant expiration date for federal-funded grants awarded to MPOs - Reimbursable work must be completed
August 30, 2026	Final Request for Reimbursements for federal-funded grants awarded to MPOs must be submitted no later than 60 days after the end of the fiscal year to coincide with the submission of the Overall Work Program (OWP) Final Expenditure Report.
Restricted Grant Agreement Project Timeline (Non-MPO/RTPAs)	
November 2023	Anticipated start date
February 28, 2026	- Grant expiration date - Reimbursable work must be completed - Grant extensions are only allowed for extenuating circumstances and require a formal amendment.
April 29, 2026	Final Request for Reimbursements and final products must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Native American Tribal Governments

Native American Tribal Governments have the following options for contracting with Caltrans:

- (1) Contracting with Tribes Directly** – The authority Caltrans uses to contract with tribes directly comes from California Streets and Highways Code section 94. Caltrans requires tribes to provide a limited waiver of sovereign immunity that is very specifically limited in scope and in time to only apply to the grant contract itself (and to any possible audits). The RGA boilerplate template for Native American Tribal Governments is available upon request to help weigh the options for contracting with Caltrans.

(2) Partnering with a Regional Agency – Another mechanism for contracting with Caltrans is to collaborate with an MPO or RTPA. Caltrans can pass through grant funding to tribes for planning projects where options or time are limited. This option uses the three-part contract, MFTA/OWP/OWPA, and is usually the quickest option to allow planning projects to get started.

(3) Transferring Funds Pursuant to 23 U.S.C. 202(a)(9) – Section 202(a)(9) of title 23, United States Code encourages cooperation between States and Tribes by allowing any funds received from a State, county, or local government to be credited to appropriations available for the Tribal Transportation Program (TTP). One potential source of such funding is funds apportioned or allocated to a State under title 23. Section 104(f)(3) allows the Secretary of Transportation to, at the request of a State, transfer among States, or to the FHWA, funds that have been so apportioned or allocated. This provision, used in conjunction with the authority under 23 U.S.C. 209(a)(9), allows State funds to be transferred to FHWA, which in turn would provide the funds to the specified Tribe.

For more information visit the FHWA website.²²

Caltrans has successfully used the federal Section 202(a)(9) process to transfer Sustainable Communities grant funds to a Native American Tribal Government. In order to use this transfer process, an agreement would need to be in place with the FHWA or the Bureau of Indian Affairs, the Tribe, and the State that clearly identifies the project and the roles and responsibilities of all parties. Each interagency fund transfer includes 1) a fund transfer template and 2) an addendum lining out the specifics of the terms. This option requires involvement and approval by Caltrans Legal and the funds must be used for the intended purpose of the awarded Sustainable Communities grant.

²² Federal Highway Administration, Office of Tribal Transportation , 2020
<https://flh.fhwa.dot.gov/programs/ttp/documents/Funds-Transfer-Procedures-Pursuant-to-23-U.S.C.202%28a%29%289%29.pdf>

APPENDICES

APPENDIX A. GUIDANCE, TOOLS, AND RESOURCES FOR PREPARING A GRANT APPLICATION

Grant Program Considerations

The Grant Application Guide incorporates guidance from many sources. The following links are provided to assist applicants in preparing a competitive grant application consistent with the grant program, specific objectives, and the Grant Program Considerations:

- Caltrans Strategic Plan
- California Transportation Plan (CTP) 2050
- Modal Plans that Support the CTP
 - Interregional Transportation Strategic Plan
 - California Freight Mobility Plan
 - California State Rail Plan
 - California State Bicycle and Pedestrian Plan
 - Statewide Transit Strategic Plan
 - California Aviation System Plan
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Climate Adaptation Strategy
- Master Plan for Aging

Caltrans Strategic Plan

The purpose of the Strategic Plan is to be a roadmap of Caltrans' role, expectations, and operations as we meet the challenges of modernizing Caltrans into a world-class Department of Transportation. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions:

- Provides clear direction for meeting statewide objectives;
- Creates and deepens strategic partnerships; and
- Provides performance measures that monitor success

<https://dot.ca.gov/-/media/dot-media/programs/risk-strategic-management/documents/sp-2020-16p-web-a11y.pdf>

California Transportation Plan 2050

The CTP 2050 is the State's statutorily fiscally unconstrained long-range transportation roadmap for positive change that:

- Provides a unifying and foundational policy framework for making effective, transparent, and transformational transportation decisions in California
- Addresses the varied transportation needs of urban, suburban, rural, and Tribal communities
- Emphasizes implementation and identifies a timeline, roles, and responsibilities for each plan recommendation.

The CTP does not contain projects, but policies and strategies required to close the gap between what the regional transportation plans (RTP) aim to achieve and how much more is required to meet 2050 goals. Competitive applications will discuss how proposed projects will assist in achieving the CTP 2050.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/ctp-2050-v3-a11y.pdf>

Modal Plans that Support the California Transportation Plan

The CTP is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

Interregional Transportation Strategic Plan (ITSP)

A Caltrans document that provides guidance for the identification and prioritization of interregional transportation improvements to be funded in the Interregional Transportation Improvement Program (ITIP). The ITSP analyzes the entire interregional transportation system including highways and rail. While the ITSP informs the ITIP, the purpose of the plan is to be a guiding document for all investment in the interregional transportation system regardless of funding source.

<https://dot.ca.gov/programs/transportation-planning/multi-modal-system-planning/interregional-transportation-strategic-plan>

California Freight Mobility Plan

A statewide, long-range plan for California's freight transportation system. Developed in collaboration with our partners, the California Freight Mobility Plan (CFMP) was developed by the California State Transportation Agency (CalSTA) and Caltrans in consultation with the California Freight Advisory Committee.

<https://dot.ca.gov/programs/transportation-planning/freight-planning>

California State Rail Plan

A statewide plan that provides a framework for planning and implementing California's rail network for the next 20 years and beyond. The Rail Plan is a strategic plan with operating and capital investment strategies that will lead to a coordinated, statewide travel system.

<https://dot.ca.gov/programs/rail-and-mass-transportation/california-state-rail-plan>

California State Bicycle and Pedestrian Plan

"Toward an Active California," California's first statewide plan that lays out the policies and actions that Caltrans and its partner agencies will take to achieve the Department's ambitious statewide goals to double walking and triple bicycling trips by 2020.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/f0020350-activeca-final-plan-2017-05-18-a11y.pdf>

Statewide Transit Strategic Plan

The plan allows the State to prepare for the expanding landscape of personal mobility choices and the integration of urban and regional transit systems with the California High Speed Rail project. The Statewide Transit Strategic Plan highlights a sustainable transportation system that supports the outcomes of the CTP, the California State Rail Plan, and the California State Bicycle and Pedestrian Plan.

<https://dot.ca.gov/programs/rail-and-mass-transportation/statewide-transit-strategic-plan>

California Aviation System Plan

A multi-element plan prepared by Caltrans with the goal of developing and preserving the system of publicly owned, public-use airports and to promote the development of a safe, efficient, and sustainable air transportation system that meets the integrated mobility needs of the state of California.

<https://dot.ca.gov/programs/aeronautics/california-aviation-system-plan>

Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability. Title VI specifically provides the following:

No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.

<https://dot.ca.gov/programs/civil-rights/title-vi>

The following tools are provided to assist grant applicants with integrating environmental justice in their proposed activities:

EJSCREEN: Environmental Justice Screening and Mapping Tool

EJSCREEN, developed by the United States Environmental Protection Agency, geospatially displays public health and environmental data and allows users to compare local data against state and national averages.

<https://www.epa.gov/ejscreen>

Environmental Justice Agency Assessment 2020

The California Environmental Justice Alliance completed the fifth Environmental Justice Agency Assessment, the only one in the nation to formally examine how state agencies develop, implement, and monitor environmentally related policies that particularly impact low-income communities and communities of color. The assessments in this report are made in the spirit of holding state agencies and elected officials accountable to the public, and to provide guidance on how they can make their work more equitable.

<https://caleja.org/wp-content/uploads/2021/07/CEJA-Agency-Assessment-062021-FINAL-WEB.pdf>

Climate Action Plan for Transportation Infrastructure

The Climate Action Plan for Transportation Infrastructure (CAPTI) details how the state recommends investing billions of discretionary transportation dollars annually to aggressively combat and adapt to climate change while supporting public health, safety and equity. CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020 targeted at reducing greenhouse gas (GHG) emissions in transportation, which account for more than 40 percent of all emissions, to reach the state's ambitious climate goals.

<https://calsta.ca.gov/-/media/calsta-media/documents/capti-july-2021-a11y.pdf>

California Climate Adaptation Strategy

The California Climate Adaptation Strategy, mandated by Assembly Bill 1482 (Gordon, 2015), links the state's existing and planned climate adaptation efforts, showing how they fit together to achieve California's six climate resilience priorities. The Strategy is organized around outcome-based priorities, enabling a coordinated, integrated approach to building climate resilience. The Strategy shows how the state's efforts fit together to deliver on six priorities for climate resilience action in California: Strengthen Protections for Climate Vulnerable Communities; Bolster Public Health and Safety to Protect Against Increasing Climate Risks; Make Decisions Based on the Best Available Climate Science; Build a Climate Resilient Economy; Accelerate Nature-Based Climate Solutions and Strengthen Climate Resilience of Natural Systems; Partner and Collaborate to Leverage Resources.

<https://www.climate resilience.ca.gov/>

Master Plan for Aging

The Master Plan for Aging is a blueprint for aging across the lifespan and outlines five goals and twenty-three strategies to build a California for All Ages by 2030. It also includes a Data Dashboard for Aging to measure progress and a Local Playbook to drive partnerships that will assist in meeting the goals of the Master Plan.

<https://mpa.aging.ca.gov/>

Resources to Advance Grant Specific Objectives

Applicants must demonstrate how the project fits every aspect of the Grant Specific Objective, as appropriate for the applicant and project type. The following resources are provided in this section:

- Multimodal System Planning
- Advance Transportation Related GHG Reduction Project Types/Strategies
- Addressing the Needs of Underserved Communities
- Public Health Resources
- Active Community Engagement
- Integrated Housing, Land Use, and Transportation Planning
- Promote the Region's RTP SCS/APS, State Planning Priorities, and Climate Adaptation Goals
- Climate Ready Transportation and Climate Adaptation Planning

Multimodal System Planning

The following guidance documents can be used in the development of proposed corridor plans/studies, freight plans/studies, and other multimodal system planning documents.

Comprehensive Multimodal Corridor Plan Guidelines

The California Transportation Commission developed the Comprehensive Multimodal Corridor Plan Guidelines (plan guidelines) to provide guidance to eligible Solutions for Congested Corridors Program applicants regarding the statutory requirements for comprehensive corridor plans utilized by agencies to apply for funding through the Congested Corridors Program. Applicants proposing to develop a comprehensive corridor plan are encouraged to review the plan guidelines to ensure their application and final product would align with and compete well for the Solutions for Congested Corridors Program.

<https://catc.ca.gov/programs/sb1/solutions-for-congested-corridors-program/comprehensive-multimodal-corridor-plan-guidelines>

Caltrans Corridor Planning Process Guide

The Caltrans Division of Transportation Planning prepared the Corridor Planning Process Guide (Guide) for use in preparing corridor planning documents. This Guide establishes a comprehensive planning approach through desired protocols and procedures to identify and implement multimodal transportation needs. It is neither intended as nor does it establish, a legal standard for these functions.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/system-planning/systemplanning/corridor-planning-process-guide-april-2022-a11y.pdf>

Planning for Operations Strategic Work Plan

The Planning for Operations Strategic Work Plan is a statewide framework for multimodal system management planning, aims to identify the specific steps needed to implement multimodal system management planning at Caltrans and prioritize implementation actions.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/system-planning/systemplanning/caltrans-p4ops-strategic-work-plan-2018-a11y.pdf>

Caltrans Climate Change Emphasis Area Guide for Corridor Planning

Consideration of climate change adaptation and mitigation must be included in the corridor planning process. This guidance was developed to describe how to address climate risk in the context of the Caltrans Corridor Planning Process Guide's 8 steps process.

https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/cc_ea_guide_for_corridor_planning_march2020_a11y.pdf

Active Transportation Emphasis Area Guidance

Active Transportation is one of several distinct emphasis areas to be considered in corridor plan analysis. Caltrans Active Transportation guidance has one goal – to provide corridor planners with a framework to assess and analyze the variety of Active Transportation issues that can be addressed in Corridor Plans. As the “Eight Step” process will be required to develop Corridor Plans, this Active Transportation Emphasis Area (EA) Guidance is based upon those eight steps.

<https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/active-transportation-complete-streets/20220131active-transportation-emphasis-area-guidance-final-version-v7a11y.pdf>

Advance Transportation Related GHG Reduction Project Types/Strategies

CARB 2017 Climate Change Scoping Plan, Appendix C

The California Air Resources Board (CARB) adopted the *2017 Climate Change Scoping Plan Update* which includes *Appendix C, Vibrant Communities and Landscapes – A Vision for California in 2050*, to guide how the State develops communities, preserves and protects its landscapes, and ensures that all Californians have equitable access to housing, health care, jobs, and opportunity. Competitive Sustainable Communities grant applications will demonstrate a linkage to this land use vision.

The CARB 2017 Climate Change Scoping Plan (Appendix C) also includes *Potential State-Level Strategies to Advance Sustainable, Equitable Communities and Reduce Vehicle Miles of Travel (VMT)* which outlines a list of potential additional strategies that the State could pursue to help achieve further VMT reduction, support local and regional actions already underway, and advance multiple additional goals.

While this document is intended to guide State-level actions, many of the strategies can also be implemented at a regional and local level. Sustainable Communities grant applicants are encouraged to explore these strategies and apply them, as appropriate, to proposed planning projects.

CARB 2017 Climate Change Scoping Plan, Appendix C:

https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/2030sp_appc_vmt_final.pdf

For current CARB activities and future updates on Scoping Plan efforts, visit:

<https://ww2.arb.ca.gov/our-work/programs/ab-32-climate-change-scoping-plan>

Senate Bill 375

The Sustainable Communities and Climate Protection Act (SB 375) was signed in 2008. It supports the State's climate goals by helping reduce greenhouse gas emissions through coordinated transportation, housing, and land use planning.

Under the Sustainable Communities Act, the California Air Resources Board (CARB) sets regional targets for greenhouse gas emissions reductions from passenger vehicle use. CARB set targets for 2020 and 2035 for each of the 18 MPO regions.

Each of the MPO regions must prepare a Sustainable Communities Strategy/Alternative Planning Strategy (SCS/APS), as an integral part of its regional transportation plan, that contains land use, housing, and transportation strategies that, if implemented, would allow the region to meet CARB's targets. Once the SCS/APS is adopted by the MPO, CARB must review the adopted SCS/APS to accept or reject the MPO's determination that the SCS/APS, if implemented, would meet the targets.

Sustainable Communities grant applicants, where applicable, should explore their regions Sustainable Communities Strategy/Alternative Planning Strategy, and apply them, as appropriate, to proposed planning projects.

CARB SCS/APS Evaluations: <https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plans-evaluations>

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Senate Bill 743

Senate Bill (SB) 743 was signed in 2013, with the intent to “more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.” When implemented, “traffic congestion shall not be considered a significant impact on the environment” within California Environmental Quality Act (CEQA) transportation analysis. The CEQA guidelines have since established Vehicle Miles Traveled (VMT) as one of the measures of transportation-related environmental impact, beginning December of 2018. A key element of transportation analysis under the new guidance is forecasting induced vehicular travel.

Applicants who wish to pursue model improvements or develop VMT Mitigation Programs using Sustainable Communities Competitive Technical or Formula grants are encouraged to review available materials relating to forecasting induced travel, including those found on the Caltrans SB 743 implementation website, and refer to the example below. Refer to the Caltrans Traffic Analysis Framework for a detailed list of recommended standards for improved forecasting of induced vehicular travel.

Examples include:

- Integration of land use modeling into travel demand models, improving long-term induced travel modeling capability
- Incorporation of impacts to trip-making behaviors as a result of network improvements
- Improved congestion feed-back into existing models, or pre- and post-processing procedures
- Induced travel case studies

SB 743: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743

Caltrans SB 743 Implementation: <https://dot.ca.gov/programs/sustainability/sb-743>

Addressing the Needs of Underserved Communities

Caltrans encourages eligible applicants to apply for Sustainable Communities Competitive Grants to address transportation needs and deficiencies in underserved communities. Supporting planning projects that benefit a underserved community is a priority; therefore, a minimum threshold of 50 percent of Sustainable Communities Competitive Grants has been identified for projects that benefit underserved communities, which includes Native American Tribal Governments and rural communities (for transportation planning purposes, rural is defined as all areas of the State that are not included in urbanized areas of 50,000 in population or greater; see map in Appendix C which indicates rural areas). In sum, acceptable underserved communities definitions include:

- Rural communities of 50,000 or less and outside of urbanized areas
- Native American Tribal Governments
- Regionally/locally defined underserved communities
- At or below 80% Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016)
- At or above 75% California Department of Education, Free or Reduced Priced Meals Data
- At or above 75% CalEnviroScreen Version 4.0
- At or below 25% California Healthy Places Index (HPI)

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of an underserved community and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

The following tools, related to income level, environmental burden, and health inequities, are intended to help applicants identify the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens. These tools must be cited in the grant application, as well as how the project area is compared to the statewide thresholds that are established in each tool.

Regionally and/or Locally Defined Underserved Communities

Regionally and/or locally defined underserved communities may be acceptable as long as statewide thresholds for the tools below are not circumvented. Applicants that use a regional or local definition should also provide data for their project, using the statewide tools below. Caltrans may not accept the regional/local definition if it is inadequately supported in the justification section of the grant application.

Assembly Bill (AB) 1550 (Gomez, Chapter 369, Statutes of 2016)

AB 1550 further enhanced the Greenhouse Gas Reduction Fund statutory requirements to invest a minimum of twenty-five percent in underserved communities and another ten percent in low-income households or communities. AB 1550 provides definitions for low-income households and low-income communities that may be considered in application development:

- (1) "Low-income households" are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.
- (2) "Low-income communities" are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093.

AB 1550: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB1550

California Department of Education, Free or Reduced Priced Meals (FRMP) Data

The California Department of Education maintains the complete data files pertaining to students who are eligible for FRMP. FRMP data are collected annually and can also be used to assist Sustainable Communities applicants to define their underserved community. Per SB 99 (Chapter 359, Statutes of 2013), the State's Active Transportation Program disadvantaged community's definition includes low-income schools, where at least 75 percent of students are eligible to receive free or reduced meals under the National School Lunch Program.

FRMP data files: <https://www.cde.ca.gov/ds/sd/sd/files.asp>

SB 99: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB99

IMPORTANT INFORMATION:

Grant applicants are required to provide a justification in their grant application for how the project area meets the definition of underserved communities and a description of how the project will benefit these communities, as well as how these communities will be engaged throughout the project.

CalEnviroScreen Version 4.0

CalEnviroScreen is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. CalEnviroScreen uses environmental, health, and socioeconomic information to produce a numerical score for each census tract in the state. For purposes of SB 535 (De León, Statutes of 2012), disadvantaged communities are defined as the top 25 percent scoring areas from CalEnviroScreen along with other areas with high amounts of pollution and vulnerable populations.

<https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>

California Healthy Places Index (HPI)

The California Healthy Places Index (HPI) is an interactive data and mapping tool that provides a detailed snapshot of the social determinants of health across California, mapped down to the Census tract level. HPI provides comparison rankings of Census tracts statewide and an accompanying policy action guide. Therefore, the HPI can be a useful tool in prioritizing areas with high levels of social and economic disadvantage for funding, policy, and planning interventions. HPI was developed by the Public Health Alliance of Southern California in collaboration with health departments and data experts across the state. Because the HPI focuses on the social and environmental conditions that contribute to health, policy makers and local agencies can use it to identify actionable policies that would improve health in their community, such as improving transportation access, housing affordability and quality, or access to parks and open space, HPI also incorporates “decision support layers” that can be overlaid to show additional indicators such as the California Department of Public Health’s (CDPH) climate change and health vulnerability indicators (see Appendix A. under Public Health Resources, **CDPH Climate Change and Health Vulnerability Indicators** for more information.).



<https://healthyplacesindex.org/>

Understanding the HPI Score

The HPI includes a composite score for each Census tract in the State. The higher the score, the healthier the community conditions. Each Census tract's score is converted to a percentile, which allows it to be compared to other California Census tracts. For example, an HPI percentile of 79 indicates that a Census tract has healthier community conditions than 79 percent of the Census tracts in California. HPI percentile rankings are further broken into quartiles, with percentiles below 25 typically used to indicate disadvantaged communities. Thus, lower scores can be used to demonstrate a community, or project/service area, is underserved for purposes of qualifying for the minimum threshold of 50 percent for underserved communities in this program.

In addition to the composite score and percentile ranking, applicants can review the individual domain scores or indicators themselves and explain how their project will improve one or more of these public health challenges. The numeric value and percentile ranking for these component indicators can be found either by using the live map or by accessing the data directly. See the following table for HPI examples.

These HPI tools can be accessed at:

Live Map: <https://map.healthypacesindex.org/>

HPI Learning Center: <https://www.healthypacesindex.org/learning-center>

HPI Examples		
Indicator	HDI Percentile	How will the project improve this health challenge?
Policy Action Area (Composite) Scores		
Neighborhood	Percentile ranking of all neighborhood-related indicators	Demonstrate how this plan will address health and transportation challenges related to neighborhood indicators (park access, supermarket access, retail density, alcohol availability and tree canopy)
Transportation	Percentile ranking of all transportation indicators	Demonstrate how this plan will address health and transportation challenges related automobile access and active commuting
Individual Indicators		
Automobile Access	XX percent	Describe how plan will increase and improve transportation access to vital destinations, goods and services for those without auto access.
Active Commuting	XX percent	Describe how the plan will improve transportation options for those without a car, specifically regarding active commuting by foot, bike, and transit in the project area.
Park Access	XX percent	Demonstrate how project will improve transportation access to parks/ open space.

For more information on the HPI, including how to calculate a score for your project area and suggested project types for improving public health, visit <https://healthypacesindex.org/>.

Senate Bill 1000 (Leyva, Chapter 587, Statutes of 2016)

SB 1000 requires local jurisdictions to develop environmental justice elements in their next General Plan updates. Specifically, the environmental justice element, or the environmental justice goals, policies, and objectives in other elements, must be adopted or reviewed upon the adoption or next revision of 2 or more elements concurrently on or after January 1, 2018. Grant applicants are encouraged to describe efforts to comply with this new general plan requirement.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1000

California Environmental Justice Alliance SB 1000 Toolkit

The California Environmental Justice Alliance SB 1000 Toolkit may help applicants describe their efforts to include the Environmental Justice element in their general plan updates.

<https://caleja.org/2017/09/sb-1000-toolkit-release/>

Governor's Office of Planning and Research (OPR) General Plan Guidelines Senate Bill 1000 Technical Advisory

The OPR General Plan Guidelines for Senate Bill 1000 provides guidance for determining whether an Environmental Justice element or equivalent is required in a local jurisdiction, including

identifying the location of disadvantaged communities (as defined in Gov. Code, § 65302, subdivision (h)(4)(A))²³ as well as the nature of their environmental burdens, health risks, and needs. It also provides guidance for community engagement when addressing Environmental Justice disadvantaged communities; and goals, policies, and programs that address the unique and compounded health risks in disadvantaged communities and prioritize improvements and programs that meet the needs of disadvantaged communities.

https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf

Displacement/Gentrification

Transportation improvements, especially new rail lines and stations to low-income communities, can increase access to opportunities. But they can also result in much higher property values and an increase in the cost of owning and renting property, inadvertently displacing existing residents and businesses. Being forced to leave a home is a stressful, costly and traumatic life event, especially when affordable housing is so limited. There is a growing recognition of tools and strategies that can be implemented alongside community investments to reduce displacement.

Grant applicants are encouraged to reference the *2017 RTP Guidelines, Appendices K and L*, for best practices in addressing displacement of low income and underserved communities.

Transformative Climate Communities Program

The State's Transformative Climate Communities Program provides a framework for applicants to avoid displacement and may assist Sustainable Communities grant applicants in addressing displacement.

https://sgc.ca.gov/meetings/council/2022/docs/20220428-Item5a_TCC_Guidelines_Round%204_Technical%20Amendment_Clean.pdf

Implementing Senate Bill 350 (De Leon, Chapter 547, Statutes of 2015) and Community Needs Assessments

Caltrans supports implementation of SB 350, the Clean Energy and Pollution Reduction Act of 2015, which establishes the State priority to reduce GHG emissions through the promotion of various clean energy policies, including widespread transportation electrification, for the benefit of all Californians. Transforming the State's transportation sector to support widespread electrification requires increasing access for all Californians, including low-income residents and those living in underserved communities, across a broad spectrum of clean transportation and mobility options to address community specific transportation needs. Caltrans is leading efforts to identify low-income residents and underserved communities' transportation and mobility needs through ongoing and potential future statewide planning processes.

In support of this State goal, Sustainable Communities applicants are encouraged to conduct local Community Needs Assessments of low-income resident and underserved communities' transportation and mobility needs to ensure feedback is incorporated in transportation planning. Community Needs Assessments include an evaluation of the following categories of transportation barriers and opportunities at the community level: (1) Access and Reliability; (2) Convenience; (3) Safety; (4) Demographic Characteristics and Community Setting; and, (5) Planning, Infrastructure and Investments.

SB 350: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB350

²³

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=5.

Final Guidance Document, Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents

In February 2018, the California Air Resources Board released the Final Guidance Document, *Low-Income Barriers Study, Part B: Overcoming Barriers to Clean Transportation Access for Low-Income Residents*. This Guidance Document provides background for SB 350 and may assist Sustainable Communities applicants with developing Community Needs Assessments as a standalone project or as part of a proposed project.

<https://ww2.arb.ca.gov/resources/documents/carb-barriers-report-final-guidance-document>

Public Health Resources

The following tools can be used to further describe the community's climate change and health vulnerability, and other needs, including helping to create qualitative descriptions of existing community health risks and vulnerabilities and how the proposal will address them.

Community Health Needs Assessments

Community Health Needs Assessments (CHNA) and implementation strategies are regularly conducted by county public health departments and are newly required of tax-exempt hospitals as a result of the Patient Protection and Affordable Care Act. These assessments and strategies create an important opportunity to improve the health of communities. They ensure that hospitals have the information they need to provide community benefits that meet the needs of their communities. They also provide an opportunity to improve coordination of hospital community benefits with other efforts to improve community health. By federal statute, the CHNAs must take into account input from "persons who represent the broad interests of the community served by the hospital facility, including those with special knowledge of or expertise in public health." To avoid duplicative efforts, grant applicants are encouraged to contact and coordinate with local health departments/non-profit hospitals to take advantage of information that may have been collected as part of CHNA efforts, such as low-income resident and underserved communities' transportation and mobility needs. It is important for grant applicants to connect with these public health entities for both partnership building on transportation needs for under-resourced communities, but also to not over-burden those communities with multiple assessments or efforts asking similar questions.

CDPH Climate Change and Health Vulnerability Indicators (CCHVIs)

CDPH developed the Climate Change and Health Vulnerability indicators, narratives, and data to provide local health departments and partners the tools to better understand the people and places in their jurisdictions that are more susceptible to adverse health impacts associated with climate change, specifically extreme heat, wildfire, sea level rise, drought, and poor air quality. The assessment data can be used to screen and prioritize where to focus deeper analysis and plan for public health actions to increase resilience.

The CCHVIs can be viewed on "CCHVIZ", CDPH's interactive data visualization platform:

<https://discovery.cdph.ca.gov/ohe/CCHVIZ/>. The CCHVIs have also been incorporated into the HPI as decision support layers, to better integrate addressing health outcomes associated with climate change and various social determinants of health. See above for more information on the HPI.

<https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx>

CDPH Climate Change and Health Profile Reports (CHPRs)

The CDPH Climate Change and Health Profile Reports are designed to help counties in California prepare for the health impacts related to climate change through adaptation planning. The reports present projections for county and regional climate impacts, the climate-related health

risks, and local populations that could be vulnerable to climate effects. The information is based on available science compiled from previously published, state-sponsored research and plans.

<https://www.cdph.ca.gov/Programs/OHE/Pages/ClimateHealthProfileReports.aspx>

CDPH Healthy Communities Data and Indicators Project (HCI)

The goal of the HCI is to enhance public health by providing a standardized set of statistical measures, data, and tools that a broad array of sectors can use for planning healthy communities and evaluating the impact of plans, projects, policy, and environmental changes on community health. The Healthy Community Framework identifies 20 key attributes (i.e., "aspirational goals", such as "Safe, sustainable, and affordable transportation options" or "Access to affordable and safe opportunities for physical activity") of a healthy community through all stages of life, clustered in five broad categories (i.e., "domains", such as "Meets the Basic Needs of All" or "Quality and Sustainability of Environment"). HCI data indicators, narratives, and visualizations are found here.

<https://www.cdph.ca.gov/Programs/OHE/Pages/HCI-Search.aspx>

Integrated Transport and Health Impact Model (ITHIM)

The California version of the Integrated Transport and Health Impact Model (ITHIM) is a planning tool that answers the question of "How much benefit or harm to human health can we expect by changing the mix of active and motorized travel across a county, region, or the entire State of California?" ITHIM contrasts one travel pattern that serves as a reference with an alternative that has a different profile of fine particulate air pollution from vehicle exhaust, physical activity from walking and cycling, and injuries from traffic collisions. ITHIM calculates the change in deaths, years of life shortening and disability, and costs due to these changes in air pollution, physical activity, and traffic injuries. Grant applicants are encouraged to reference and utilize ITHIM to assess the health impacts their projects and programs.

<https://skylab.cdph.ca.gov/HealthyMobilityOptionTool-ITHIM/>

Health In All Policies (HiAP) Approach

The California Health in All Policies (HiAP) initiative is a collaborative approach designed to improve the health of Californians by incorporating health, equity, and sustainability considerations into policymaking across sectors. The approach recognizes that chronic illness, climate change, health inequities, and increasing health care costs are interrelated and influenced by policies, programs, and investments across sectors. The initiative provides access to tools, resources and journal articles highlighting Health in All Policies approaches, techniques, and concepts from California and beyond.

<https://sgc.ca.gov/programs/healthandequity/hiap/approach.html>

Active Community Engagement

Sustainable Communities Competitive Grant applications must include an explanation of how local residents and community-based organizations will be meaningfully engaged in developing the final product, especially those from underserved and low-income communities, and how the final product will address community-identified needs. Applicants are encouraged to implement, as applicable and appropriate the tips, best practices, and tools listed below:

Community Engagement Best Practices

- Refer to the following case studies that meaningfully demonstrate the expectations of equitable community engagement:
 - The community driven Carsharing and Mobility Hubs in Affordable Housing Pilots²⁴ offer a strong example of equitable community engagement. The equity-based project incorporated community input from start to finish through community partnership building.
 - The Mobility Equity Framework²⁵ should be used to assess and compare multimodal transportation options and centers community needs and shifts decision making power to the public. For successful implementation examples, refer to: (1) California Air Resources Board (CARB) Clean Mobility Options Program²⁶, (2) City of Portland, Oregon, Pricing Options for Equitable Mobility Project²⁷, and North Carolina's Transit Equity Campaign²⁸.
- Refer to Greenlining Institute's Six Standards for Equitable Investment²⁹ to implement qualitative measures of equity. These standards feature a list of approaches, ranging from the minimum to transformative approach, depending on how much time, resources, and effort are generally required because equity approaches differ in each community context and conditions.
- Refer to Greenlining Institute's Making Equity Real in Mobility³⁰, a toolkit of clear strategies and best practices to put equity in action
- Clarify the type of engagement will be utilized, as seen in the Public Participation Spectrum³¹. Agencies and communities need to understand where engagement level falls from the "inform" to "empower" model.
- Utilize a Participatory Budgeting (PB) planning process, as appropriate. PB is a democratic approach to public spending that meaningfully and deeply engages people in government

²⁴ Carsharing and Mobility Hubs in Affordable Housing Pilots:

<https://greenlining.org/publications/reports/2021/clean-mobility-transportation-equity-report/>

²⁵ Mobility Equity Framework: <https://greenlining.org/publications/2018/mobility-equity-framework/>

²⁶ CARB Clean Mobility Options Program: <https://cleanmobilityoptions.org/about/>

²⁷ Portland, Oregon, Pricing Options for Equitable Mobility Project:

<https://www.portland.gov/transportation/planning/pricing-options-equitable-mobility-poem>

²⁸ North Carolina Transit Equity Campaign: <https://bikedurham.org/transit>

²⁹ Greenlining Institute's Six Standards for Equitable Investment: <https://greenlining.org/wp-content/uploads/2021/03/Clean-Mobility-Equity-A-Playbook-Greenlining-Report-2021.pdf>

³⁰ Greenlining Institute's Making Equity Real in Mobility: https://greenlining.org/wp-content/uploads/2019/08/Toolkit_Making-Equity-Real-in-Mobility-Pilot-Projects_Final-1.pdf

³¹ Public Participation Spectrum:

<https://sustainingcommunity.wordpress.com/2017/02/14/spectrum-of-public-participation/>

and the community. During PB, community members democratically decide how to spend part of a public budget, enabling them to make the fiscal decisions that affect their lives and the health of their communities.

- Seek existing community-based organizations or agencies that organize vulnerable populations, to be able to reach out and form collaborative relationships.
- Involve local health departments which can assist in reaching community-based organizations and underserved and vulnerable community members.
- Collaborate with underserved and vulnerable communities to design and implement programs, plans and policies. Robust engagement of underserved and vulnerable communities in significant agency decisions brings about better decisions through increased input from different perspectives, increases buy-in and acceptance of decisions and support for their implementation.
- Make opportunities for input accessible in terms of formats (pop-up workshops, temporary built-environment demonstrations, online, in public meetings, one on one, by mail, etc.), venues (at school and community events, community centers, libraries, transit hubs, etc.), hours (evening or weekend), and language (accessible to lay people and translated into the principal languages of the relevant communities, including accessible media such as caption videos).
- Develop a written collaboration agreement or memorandum of understanding that defines respective roles, expectations, desired outcomes, and agreements for how to work together.
- Establish an advisory group of representatives of vulnerable communities, including community leaders and give them worthwhile roles to design the public engagement process, so that community capacity is built during the collaboration process.
- Conduct targeted outreach to community groups representing special needs populations, underserved communities and a variety of socio-economic groups through various methods.
- Use a variety of outreach methods to optimize participation, such as creating and marketing user-friendly survey websites for public feedback, conducting surveys in multiple languages to collect input on local citizens' priorities, and carrying out meetings at accessible times and meeting locations (e.g., using community group buildings, hosting pop-up workshops at public venues, etc.).

Note: The applicant should increase efforts beyond basic public noticing and public hearings. Options for demonstrating additional public outreach could include, but not limited to all the above.

Additional Public Engagement Best Practices and Strategies

Public engagement has adapted to the COVID-19 pandemic with surprising results . Applicants will need to consider how to conduct public outreach and engagement during these times. Below are some resources to help applicants evaluate and develop the best strategy for public engagement.

- **Caltrans Planning Horizons, "Digital Public Engagement and Transportation: Getting It Right – Theory, Techniques and Best Practices."**: Digital engagement can greatly increase the reach of public education and involvement; many public agencies have been surprised by the positive results and substantial increase in participants.

<https://youtu.be/85t9ibR2U7Q>

- **The Great Pivot - Public Engagement in the Wake of COVID-19:** Celia McAdam and Natalie Porter of AIM Consulting hosted a WTS seminar where they provided examples and strategies

for public outreach, including diverse and underserved communities, during the COVID-19 pandemic.

<https://youtu.be/k2dPVqhlwvc>

- **Digital Environmental Engagement Resource Catalogue:** The California Natural Resources Agency and the California Environmental Protection Agency developed a resource catalogue of online sessions on community engagement and equity. This resource catalogue comes from the "Online Environmental Engagement: Building Our Skills Together" conference. From June 2nd to 4th 2020, forty-nine panelists and approximately 1,500 registrants from California and across the nation gathered together online to discuss their successes, challenges and practical tips for online environmental engagement.

<https://resources.ca.gov/Outreach/Digital-Environmental-Engagement-Resource-Catalogue>

- **Tips and Tools to Engage Your Community in a Digital Environment:** Ensuring inclusive public participation is more challenging than ever because of physical distancing requirements, the digital divide, language access challenges and technology learning curves. With those challenges in mind, ILG offered a helpful webinar in July 2020, that featured innovative strategies for using high-tech and low-tech virtual platforms to engage residents on a variety of topics without meeting face-to face.

<https://www.ca-ilg.org/digitalengagement>

- **Broadening Participation Using Online Engagement Tools:** This document provides examples and guidance to local governments interested in enhancing public participation outcomes with online engagement tools.

https://www.ca-ilg.org/sites/main/files/file-attachments/broadening_participation_via_online_tools_final_draft_1.pdf

- **The Guide to Remote Community Engagement:** A collection of resources designed to support cities that wish to create and maintain strong, institutionalized practices of community engagement during periods of remote working and in an increasingly digital world. Refer to the article, *5 Methods for Non-Internet Based Remote Community Engagement*, for ideas on how to supplement traditional online public engagement efforts to be inclusive of residents lacking high-speed broadband internet access.

<https://medium.com/the-guide-to-remote-community-engagement>

- **Virtual Public Involvement:** The U.S. Department of Transportation, Federal Highway Administration, developed this innovation spotlight to provide an overview of virtual public involvement tools that enhance and broaden the reach of public engagement efforts by making participation more convenient, affordable, and enjoyable for greater numbers of people.

https://www.fhwa.dot.gov/planning/public_involvement/vpi/

- **Designing Parks Using Community-Based Planning:** This document inspires meaningful community engagement for future public projects. It shares methods learned through California's Statewide Park Development and Community Revitalization Program. These methods have been proven effective in urban, rural, and suburban settings.

https://www.parksforcalifornia.org/planning_guide

Integrated Housing, Land Use, and Transportation Planning

Development patterns directly impact GHG emissions, including those from transportation between jobs, services, and housing. Improved coordination between housing and transportation can reduce commute times, increase transit ridership, lower vehicle miles traveled, lower pollution and GHG, provide greater economic opportunity, and other positive outcomes.

Housing Element Compliance

To support planning for housing California's growing population, the State Department of Housing and Community Development (HCD) reviews each local government's housing element of its general plan.

- The housing element must plan to meet the local government's existing and regional housing needs allocation and quantify and analyze the specific needs and resources available to address the housing needs.
- A housing element can also provide a mechanism to adopt efficient land-use strategies, including those that address climate change and reduce vehicle miles traveled. For example, strategies could include the promotion of affordable higher density, infill development, mixed-use development, or transit-oriented development near transit stations or transit corridors.
- Local governments are required to annually submit progress reports on the implementation of the housing element and provide a detail of production toward their projected housing needs.

For more information on:

- Housing element requirements, see the HCD Building Blocks website at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>
- Adopted housing element requirements, see the "Housing Element Process" section at <https://www.hcd.ca.gov/community-development/building-blocks/getting-started/before-starting.shtml>
- A local government's housing element compliance, see <https://www.hcd.ca.gov/compliance-report>
- Annual Progress Reports, see <https://www.hcd.ca.gov/community-development/annual-progress-reports.shtml>

Prohousing Designation Program

The State 2019-20 Budget Act, Assembly Bill 101 enacted the Prohousing Designation Program (Program), which enables HCD to designate local jurisdictions as Prohousing when they demonstrate policies and planning that accelerate the production of housing. To receive the Prohousing Designation, local jurisdictions must meet basic threshold requirements related to compliance with the Housing Element Law and other state housing laws and demonstrate actions worth at least 30 points spread across each of four categories of Prohousing policies: favorable zoning and land use, acceleration of housing production timeframes, reduction of construction and development costs, and providing financial subsidies. The benefit to local jurisdictions receiving the Prohousing Designation includes being given an advantage such as priority processing or additional points when applying for several competitive funding programs, including:

- Affordable Housing and Sustainable Communities
- Infill Infrastructure Grant
- Transformative Climate Communities
- Transit and Intercity Rail Capital Program

Vehicle Miles Traveled (VMT) reducing policies and the Prohousing Enhancement Factors below help indicate that a project is within a jurisdiction supporting integrated housing, land use, and transportation planning. These policies show that a jurisdiction further supports state housing priorities in promoting affordable housing, reducing development barriers, and reducing vehicle miles travelled.

Prohousing Enhancement Factors include policies that:

- Represent one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.
- Promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.
- Go beyond state law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income households.
- Rezoning and other policies that support high-density development in Location Efficient Communities.

VMT reducing policies may include projects located in jurisdictions that are/have:

- Permitting missing middle housing uses (e.g., triplexes and fourplexes) by right in existing low-density, single-family residential zones.
- With density bonus programs which exceed statutory requirements by 10 percent or more.
- Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit law (e.g., permitting more than one ADU or JADU per single-family lot). These policies shall be separate from any qualifying policies under category (ii) above.
- Reducing or eliminating parking requirements for residential development as authorized by Government Code sections 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Government Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Government Code section 65915, subdivision (p).
- Zoning to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.
- Modifying development standards and other applicable zoning provisions to promote greater development intensity. Potential areas of focus include floor area ratio; height limits; minimum lot or unit sizes; setbacks; and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (ii) above.
- Adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.
- Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower-Income allocation in the current housing element cycle.
- Priority permit processing or reduced plan check times for Accessory Dwelling Units (ADUs)/Junior Accessory Dwelling Units (JADUs), multifamily housing, or homes affordable to Lower- or Moderate-Income households.
- Adopted ordinances or implemented other mechanisms that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements,

dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.

- Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs.
- Established pre-approved or prototype plans for missing middle housing types (e.g., triplexes and fourplexes) in low-density, single-family residential areas.
- Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, sections 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, section 65457; Cal Code Regs., tit. 14, sections 15303, 15332; Pub. Resources Code, sections 21094.5, 21099, 21155.2, 21159.28).
- Policies that represent one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation.
- Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.
- Rezoning and other policies that support high-density development in Location Efficient Communities.

For more information on the Prohousing Designation Program, email HCD at ProhousingPolicies@hcd.ca.gov or visit the following HCD websites:

Program Website

<https://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program>

Prohousing Designation Application Status List

<https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/Prohousing-Public-Application-Tracker.xlsx>

Prohousing Designation Program FAQs

[hcd.ca.gov/community-development/prohousing/docs/ProhousingFAQ.pdf](https://www.hcd.ca.gov/community-development/prohousing/docs/ProhousingFAQ.pdf)

Promote the Region's RTP SCS/APS, State Planning Priorities, and Climate Adaptation Goals

SB 1 - The Road Repair and Accountability Act of 2017 (Beall, Chapter 5, Statutes of 2017)

The intent of additional Sustainable Communities grant funding, pursuant to SB 1 - The Road Repair and Accountability Act of 2017, is to encourage local and regional planning that furthers state goals, including but not limited to, the goals and best practices cited in the RTP Guidelines. Competitive applications will incorporate these cutting-edge planning practices into their proposed planning projects.

SB 1: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB1

2017 RTP Guidelines (Appendix K, Page 273; Appendix L, Page 309)

The California Transportation Commission adopted the 2017 RTP Guidelines for RTPAs and 2017 RTP Guidelines for MPOs which includes Appendix K – Promoting Health and Health Equity in MPO RTPs and Appendix L – Planning Practice Examples. These appendices highlight planning practices that are undertaken by large, medium, and small MPOs in both rural and urban areas throughout the State.

<https://dot.ca.gov/programs/transportation-planning/regional-planning/federal-state-planning-program/2017-rtp-guidelines-for-mpo>

SB 375 (Steinberg, Chapter 728, Statutes of 2008)

Caltrans supports SB 375 RTP SCS/APS efforts. Successful applications must be compatible with an existing adopted SCS/APS, where applicable, that meets the region's GHG targets, and must strongly support and aim to implement regional SCS/APS efforts. The SCS/APS planning process is intended to help communities reduce transportation related GHG emissions, coordinate land use and transportation planning, and assist local and regional governments in creating sustainable communities for residents throughout the State.

Although most rural areas of the State are not subject to SB 375 SCS/APS requirements, Caltrans still promotes the development of sustainable communities in these areas of the State and efforts to match GHG reduction targets and other goals embodied in SCS/APSs under SB 375. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities Competitive Grants.

Information on SB 375-related planning efforts:

<https://ww2.arb.ca.gov/our-work/topics/sustainable-communities>

SB 375: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200720080SB375

Complete Streets and Smart Mobility Framework

In recognition that walking, biking, transit, and passenger rail are integral to our vision of delivering a brighter future for all through a world-class transportation network, Caltrans also supports Complete Streets and the Smart Mobility Framework (SMF). In locations with current and/or future pedestrian, bicycle, or transit needs, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of Complete Streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/active-transportation-and-complete-streets>

Smart Mobility Framework

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/active-transportation-and-complete-streets/smart-mobility-framework>

Climate Ready Transportation and Climate Adaptation Planning

Through the Grant Program, Caltrans supports the State's broader efforts to help ensure our transportation infrastructure is climate-ready. In order to prioritize these investments, Governor Gavin Newsom signed Executive Order (EO) N-19-19 on September 20, 2019 to redouble the state's "efforts to reduce greenhouse gas emissions and mitigate the impacts of climate change while building a sustainable, inclusive economy." The EO lists California's ambitious and essential climate goals to transition to a healthier, more sustainable and more inclusive economy, including:

- Reducing greenhouse gas emissions 40 percent below 1990 levels by 2030
- Providing 100 percent of the State's electricity from clean energy sources by 2045
- Reducing methane emissions and hydrofluorocarbon gases by 40 percent
- Adding five million zero-emission vehicles to the State's roads by 2030

To help achieve these goals, the EO directs the California State Transportation Agency to leverage over \$5 billion in annual state transportation spending toward transportation construction, operations, and maintenance to lower fuel consumption and greenhouse gas emissions from transportation. This includes strategies for lowering vehicle miles traveled, such as supporting housing development near available jobs, and supporting active modes of transportation such as biking and walking that also benefit public health. The EO specifically requires that the State Transportation Agency also work to mitigate increased transportation costs for low-income communities.

<https://www.gov.ca.gov/wp-content/uploads/2019/09/9.20.19-Climate-EO-N-19-19.pdf>

Integrated Climate Adaptation and Resiliency Program

Senate Bill 246 (Wieckowski, Chapter 606, Statutes of 2015) established the Integrated Climate Adaptation and Resiliency Program (ICARP) within the Governor's Office of Planning and Research to coordinate regional and local efforts with State climate adaptation strategies (Public Resources Code Section 71354). Grant applicants may refer to the ICARP website to explore the State Adaptation Clearinghouse, a centralized source of information and resources to assist decision makers at the state, regional, and local levels when planning for and implementing climate

adaptation projects to promote resiliency across California. Caltrans is coordinating with ICARP staff on the OPR Climate Adaptation Planning Grant Program.

ICARP Website: <http://www.opr.ca.gov/planning/icarp/>

SB 246: https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB246

Adaptation Planning Grants: <https://www.opr.ca.gov/climate/icarp/grants/adaptation-planning-grant.html>

California Adaptation Clearinghouse

The Adaptation Clearinghouse serves as a centralized source of information that provides the resources necessary to guide decision makers at the state, regional, and local levels when planning for and implementing climate adaptation projects to promote resiliency to climate change in California.

<https://resilientca.org/>

ResilientCA Adaptation Planning Map (RAP-Map)

The Integrated Climate Adaptation and Resiliency Program (ICARP)—supported through the Governor's Office of Planning & Research—contains a statewide inventory of local government adaptation and resiliency planning efforts. It is an open data tool, to inventory local government climate risk, adaptation, and resiliency planning efforts across the state and track progress towards statewide adaptation planning goals.

<https://resilientca.org/rap-map/>

Community Climate Resiliency

Grant applicants are encouraged to consider if the surrounding community is experiencing any specific climate vulnerabilities and how the proposed planning project aims to address specific concerns. Grant applicants should also describe how potential climate impacts are taken into consideration in the proposed planning project, such as the incorporation of natural infrastructure, and, if applicable, how the project conforms with the local implementation of SB 379 (Jackson, Statutes of 2015), Government Code Section 65302(g)(4), where cities and counties are required to address climate adaptation and resiliency strategies in the safety element of their general plan.

Defining Vulnerable Communities in an Adaptation Context, OPR Resource Guide

The Governor's Office of Planning and Research, with input from the Integrated Climate Action and Resiliency Program (ICARP) Technical Advisory Council, developed a resource guide for practitioners to use when first considering how to define vulnerable communities in an adaptation context. The document includes: (1) The ICARP Technical Advisory Council's definition of climate-vulnerable communities, (2) A summary of existing statewide assessment tools that can be used to identify vulnerable communities in a climate adaptation context, including a crosswalk with the indicators that are required elements of an SB 1000 (Leyva, Statutes of 2016) analysis; (3) Additional indicators that could be used to assess underlying vulnerability on a case-by-case basis; (4) A list of process guides that can serve to aid agencies undertaking efforts to define vulnerable communities.

<http://opr.ca.gov/planning/icarp/vulnerable-communities.html>

State Guidance for Adaptation Planning

2017 General Plan Guidelines, Safety Element (Ch. 4)

The General Plan Guidelines set out each statutory requirement in detail, provides OPR recommended policy language, and includes online links to city and county general plans that have adopted similar policies. The guidelines include information on how to consider climate change during general plan development/updates. In accordance with Senate Bill 379, general plans must address climate adaptation and resilience within the Safety element. Local governments are required to include a climate change vulnerability assessment, measures to address vulnerabilities, and a comprehensive hazard mitigation and emergency response strategy.

https://opr.ca.gov/docs/OPR_COMPLETE_7.31.17.pdf

California Climate Adaptation Planning Guide – local/regional agency guidance

The Adaptation Planning Guide provides guidance to support regional and local communities in proactively addressing the unavoidable consequences of climate change. It provides a step-by-step process for local and regional climate vulnerability assessment and adaptation strategy development.

<https://resilientca.org/apg/>

Planning and Investing for a Resilient California – State Agency guidance

Introduces a four-step process for building resilience and a set of resilient decision-making principles for state agencies when considering climate-informed infrastructure investments. These steps include identifying how climate change could affect a project or plan, conducting an analysis of climate risks, making a climate-informed decision, and tracking and monitoring progress.

https://www.opr.ca.gov/docs/20180313-Building_a_Resilient_CA.pdf

Ocean Protection Council Sea-Level Rise Guidance

The State of California Sea-Level Rise Guidance reflects advances in sea-level rise science and addresses the needs of state agencies and local governments as they incorporate sea-level rise into their planning, permitting, and investment decisions.

http://www.opc.ca.gov/webmaster/ftp/pdf/agenda_items/20180314/Item3_Exhibit-A OPC_SLR_Guidance-rd3.pdf

California Coastal Commission Sea Level Rise Policy Guidance

This guide provides an overview of the best available science on sea level rise for California and recommended methodology for addressing sea level rise in Coastal Commission planning and regulatory actions.

https://documents.coastal.ca.gov/assets/slr/guidance/2018/0_Full_2018AdoptedSLRGuidanceUpdate.pdf

Coastal Adaptation Planning Guidance for Critical Infrastructure

This guidance from the California Coastal Commission addresses two main types of infrastructure – transportation and water – and presents six key considerations for successful adaptation planning. These considerations are accompanied by recommendations for stakeholders on how to plan effectively for the impacts of sea level rise on coastal infrastructure, a description of the regulatory framework that applies to adaptation planning for infrastructure.

https://documents.coastal.ca.gov/assets/slr/SLR%20Guidance_Critical%20Infrastructure_12.6.2021.pdf

Coastal Adaptation Planning Guidance and Environmental Justice Considerations

The Environmental Justice Policy is the Coastal Commission's framework for identifying and analyzing project impacts on underserved and disadvantaged communities. The policy is designed to achieve more meaningful engagement, equitable process, effective communication and stronger coastal protection benefits for all Californians.

https://documents.coastal.ca.gov/assets/env-justice/CCC_EJ_Policy_FINAL.pdf

Coastal Adaptation Planning Guidance and Tribal Consultation

The Coastal Commission adopted a Tribal Consultation Policy, which is intended to guide outreach and collaboration. It also helps to inform permit applicants how the Commission will review coastal development permit applications to ensure adequate Tribal consultation occurs.

<https://documents.coastal.ca.gov/assets/env-justice/tribal-consultation/CCC%20Tribal%20Consultation%20Policy%20Adopted%208.8.2018.pdf>

Climate Data Sources and Adaptation Plans

Cal-Adapt

Cal-Adapt is the repository for State-endorsed climate change projections, developed through the State's Climate Change Assessment efforts. Cal-Adapt offers free public access to peer-reviewed data that show climate change impacts on state infrastructure, communities, and natural resources. Find tools, data, and resources to conduct research, develop adaptation plans and build applications.

<https://cal-adapt.org/>

Climate Action Plans

Many California cities and counties are developing Climate Action Plans to reduce their GHG emissions. Agencies may have existing plans that include strategies or insight on potential approaches to implementing climate change considerations on the transportation network. CARB has created a webmap that can be used to identify plans created, GHG inventory information, GHG reduction targets, local strategies planned to meet these targets, and more. The second website provides a host of resources, including example Climate Action Plans and templates. This information can also be found on the Adaptation Clearinghouse.

<https://webmaps.arb.ca.gov/capmap/>
<http://www.ca-ilg.org/climate-action-plans>

Caltrans Vulnerability Assessments

To ensure the resiliency of the State Highway System, Caltrans conducted vulnerability assessments statewide. These Summary Reports and associated Technical Reports describe climate change effects in each of Caltrans' 12 districts.

<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/air-quality-and-climate-change/2019-climate-change-vulnerability-assessments>.

Local Vulnerability Assessments

If local vulnerability assessments have been developed along a corridor, their data may be interwoven with Cal-Adapt data, Caltrans Climate Change Vulnerability Assessments, and/or other vulnerability information for more granular analysis of specific local areas, particularly those in more densely populated areas or with a high density of affected transportation assets. Many of these assessments and case studies can be found on the Integrated Climate Action and Resiliency Program (ICARP) Case Studies and Examples search page (<https://resilientca.org>). Some transit

and rail providers in California have also developed vulnerability assessments for their 21 networks as well, which may contain detailed analysis that could be useful.

Caltrans Climate Change Adaptation Strategy Report

Through this report, Caltrans is aiming to adopt a leadership role in the process of climate change adaptation through developing a “how to” guide for integrating climate change adaptation into agency activities and decision-making. This Adaptation Strategy Report initially outlines an overall “pathway” for adopting recommendations on how Caltrans should mainstream adaptation strategies throughout functional areas and develop an approach to coordinate with partner agencies. Recognizing the important role of transit and active transportation facilities and routes, this report will develop solutions for all modes of transportation. This report also has a section focused on the incorporation of climate change considerations into System Planning documents.

https://transplanning.onramp.dot.ca.gov/downloads/transplanning/files/suscommplan/Climate%20Adaptation%20Report_May_2020.pdf

Other Relevant Datasets for Climate Planning

Protecting Californians from Extreme Heat: A State Action Plan to Build Community Resilience

A plan that outlines a strategic and comprehensive set of state actions to address extreme heat.

<https://resources.ca.gov/-/media/CNRA-Website/Files/Initiatives/Climate-Resilience/2022-Final-Extreme-Heat-Action-Plan.pdf>

California Water Action Plan

A roadmap for the first five years of the state's journey toward sustainable water management.

http://resources.ca.gov/docs/california_water_action_plan/Final_California_Water_Action_Plan.pdf

CALFIRE Fire Hazard Severity Zones

CALFIRE has mapped areas of significant fire hazards based on fuels, terrain, weather, and other factors, forming wildfire severity zones. There are three levels of hazard in the State Responsibility Areas: moderate, high, and very high. This analysis can provide further understanding of wildfire risk at the potential project location.

<https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>

California Department of Conservation – Landslide Hazards

The California Landslide Inventory is an ongoing project to make the California Geological Survey landslide information publicly accessible.

http://www.conservation.ca.gov/cgs/geologic_hazards/landslides

State Wildlife Action Plan

The State Wildlife Action Plan includes conservation actions that respond to current and future challenges with objectives and goals that are specific, measurable, and time bound.

<https://www.wildlife.ca.gov/SWAP/Final>

CDFW Regional Conservation Investment Strategies

This program encourages a voluntary, non-regulatory regional planning process intended to result in higher-quality conservation outcomes and includes an advance mitigation tool. The Program

uses a science-based approach to identify conservation and enhancement opportunities that, if implemented, will help California's declining and vulnerable species by protecting, creating, restoring, and reconnecting habitat and may contribute to species recovery and adaptation to climate change and resiliency.

<https://www.wildlife.ca.gov/conservation/planning/regional-conservation>

CDFW Natural Communities Conservation Plans

A Natural Communities Conservation Plan identifies and provides for the regional protection of plants, animals, and their habitats, while allowing compatible and appropriate economic activity.

<https://www.wildlife.ca.gov/conservation/planning/nccp>

California Sustainable Freight Action Plan

In July 2015, Governor Edmund G. Brown Jr. issued Executive Order B-32-15, which provides a vision for California's transition to a more efficient transport system. This transition of California's freight transport system is essential to supporting the State's economic development in coming decades while reducing harmful pollution affecting many California communities. As a key first step, the Governor's Executive Order directs the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development to develop a California Sustainable Freight Action Plan (Action Plan), by July 2016. This Action Plan is an unprecedented effort, intended to integrate investments, policies, and programs across several State agencies to help realize a singular vision for California's freight transport system. The Action Plan provides a recommendation on a high-level vision and broad direction to the Governor to consider for State agencies to utilize when developing specific investments, policies, and programs related to the freight transport system that serves our state transportation, environmental, and economic interests. Competitive grant applications will highlight how their planning effort will support this Action Plan.

<https://dot.ca.gov/programs/transportation-planning/freight-planning>

APPENDIX B. SAMPLE APPLICATION PACKAGE

The Grant Application Guide and all fillable application documents can be found on the Sustainable Transportation Planning Grant website.

- Application Checklist, Cover Sheet, and Signature Page
- Application Narratives for Sustainable Communities, Climate Adaptation Planning, and Strategic Partnerships
- Scope of Work and Checklist
- Cost and Schedule and Checklist
- Third-Party In-Kind Valuation Plan and Checklist
- Local Resolution and Checklist

Application Checklist

The following documents are required and must be submitted via e-mail in one single PDF document, not to exceed 25 MB. Keep the file name brief, as files are corrupted when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats. The original file formats will be required upon grant award.

Required Application Documents	
(✓)	Ensure these items are completed prior to submitting to Caltrans via Smartsheets
	Application Cover Sheet (completed in Smartsheets)
	Signature Page (Electronic signatures accepted)
	Application Narrative
	Scope of Work
	Cost and Schedule
	Third Party In-Kind Valuation Plan (if applicable, required upon award)
	Map of Project Area
Supplemental Documentation (not required)	
	Graphics of Project Area (when applicable)
	Letter(s) of support
	Data



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION				FY 2023-24	
Grant Category (select only one)					
Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)					
11.47% Local Match requirement (Not Applicable to Native American Tribal Governments)					
Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)			Strategic Partnerships (MPOs and RTPAs only)		
Sustainable Communities Competitive (11.47% Local Match requirement)			Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)		
Sustainable Communities Competitive Technical (11.47% Local Match requirement)			Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)		
Application Submittal Type (more than one may be selected)					
New		Prior Phases		Re-Submittal	
New Application		Continuation of a prior project. If so, list the Grant FY and project title below.		Re-submittal from a prior grant cycle.	
				How many times has an application been submitted for this project, including this one?	

PART B. PROJECT INFORMATION					
Project Title and Location					
Project Title					
Project Location (City)		Project Location (County)			
Funding Information					
1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator ☐ Minimum Local Match ☐ Over-Match					
2. What is the source of Local Match funds being used? (MPOs – Federal Toll Credits, PL, and FTA 5303 <u>cannot</u> be used to match Sustainable Communities Competitive or Adaptation Planning grants)					
☐ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures ☐ Other, specify:					
Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
\$	\$	\$	\$		\$



Sustainable Transportation Planning Grant Program

GRANT APPLICATION COVER SHEET

PART B. PROJECT INFORMATION (CONTINUED)

Project Description (3-5 Sentences Max.)

Insert Application
 Narrative:
 1. Project Description

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Two max. may be selected.

- ☐ Active Transportation (Bicycle and Pedestrian)
- ☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- ☐ Complete Streets (Multimodal specific type)
- ☐ Corridor (Local Streets or Highways)
- ☐ Freight/Goods Movement
- ☐ General Plan (Circulation Element, Land Use Element, Specific Plan)
- ☐ Multimodal (Motorized and Active Transportation)
- ☐ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- ☐ Transit (Bus, Light Rail, and Commuter Rail Service)
- ☐ Other, specify:

Underserved Community Definitions

If applicable to the project, what tools were used to identify the underserved communities in the project area? Choose all that apply.

- ☐ Rural Communities of 50,000 or less and outside of urbanized areas
- ☐ Native American Tribal Governments
- ☐ Regionally/Locally Defined Underserved Communities
- ☐ At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- ☐ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- ☐ At/Above 75% CalEnviroScreen Version 4.0
- ☐ At/Below 25% California Healthy Places Index

 Sustainable Transportation Planning Grant Program
 GRANT APPLICATION COVER SHEET

PART C. CONTACT INFORMATION*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)			
Dept./Division			
Street Address			
City			
Zip Code			
Phone Number			
Executive Director Name			
Title			
Executive Director E-mail			
Financial Manager Name			
Title			
Financial Manager E-mail			
Contact Person Name			
Title			
Contact Phone Number			
Contact E-mail			

*Use additional pages if necessary.

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status:		
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2020 and 2021?		

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.			
	Yes	No	N/A
Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program. If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:			
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:			

 Sustainable Transportation Planning Grant Program
 GRANT APPLICATION COVER SHEET

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: <http://findyourrep.legislature.ca.gov/>

State Senator(s)		Assembly Member(s)	
District	Name	District	Name

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant.

Name/Agency	Name/Agency



Sustainable Transportation Planning Grant Program

GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name			
Title			
Signature		Date	
Sub-Applicant(s)*			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

*Use additional pages if necessary.



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE

FY 2023-24

Project Information

Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

1. Project Description (10 points)

Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **3-5 sentences maximum; Do not exceed the space provided.**

2A. Project Justification (15 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

2B. Underserved Communities Justification (5 points)

The tools in Grant Application Guide, Appendix A, are intended to help applicants define an underserved community.

- Explain how the project area or portions of the project area are defined as an underserved community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the underserved community
- Describe how underserved communities will benefit from the proposed planning project
- Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool
- **Do not exceed the space provided**

2C. Underserved Communities Engagement (5 points)

See Grant Application Guide, Appendix A, for best practices in community engagement

- Describe how the proposed effort would engage underserved communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving underserved communities
- Describe how underserved communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation.
- **Do not exceed the space provided**

3. Grant Specific Objectives (Total 35 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION

NARRATIVE

3A. Grant Specific Objectives (5 points)

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.)
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)
- **Do not exceed the space provided**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)
- **Do not exceed the space provided**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal supports other State goals, including but not limited to:
 - State Planning Priorities (Government Code Section 65041.1)
 - Climate Adaptation Goals (State Adaptation Strategy)
 - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L.
- **Do not exceed the space provided**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal encourages stakeholder involvement
 - List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
 - Explain how stakeholders will be involved throughout the project
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program

SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

3E. Grant Specific Objectives (5 points)

- Explain how the proposal involves active community engagement
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort
- **Do not exceed the space provided**

3F. Grant Specific Objectives (5 points)

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2)
 - Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable
- **Do not exceed the space provided**

3G. Grant Specific Objectives (5 points)

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort
- **Do not exceed the space provided**

4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website:
<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning>

4A. Scope of Work (15 points)

4B. Cost and Schedule (15 points)



Sustainable Transportation Planning Grant Program
CLIMATE ADAPTATION PLANNING - GRANT APPLICATION
NARRATIVE

PART H. APPLICATION NARRATIVE

FY 2023-24

Project Information

Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

1. Project Description (5 points)

Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, desired outcomes, parties involved, and alignment with relevant local, regional, and/or State planning efforts. **3-5 sentences maximum; Do not exceed the space provided.**

2A. Project Justification (10 points)

- Describe the problem or deficiencies the project is attempting to address, including the climate adaptation need and any other priority needs, as well as how the project will address the identified problems or deficiencies
- Describe the impact of not funding the project
- Describe the public benefits
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program

CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

2B. Underserved Communities Justification (7.5 points)

The tools in the Grant Application Guide, Appendix A, are intended to help applicants define an underserved community.

- Explain how the project area or portions of the project area benefit underserved communities, including Tribal, local, regional, and rural communities as applicable
- Explain how the proposed project addresses the needs of the communities and how they will benefit from the proposed project, including if the communities informed the scope of the project
- Cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool
- **Do not exceed the space provided**

2C. Underserved Communities Engagement (7.5 points)

See Grant Application Guide, Appendix A, for best practices in community engagement

- Describe how the proposed project will engage underserved communities and how the effort was informed by engagement with underserved communities, including Tribal, local, regional, and rural communities as applicable
 - Include specific outreach methods for involving underserved communities
- Describe how underserved communities will continue to be engaged during the next phases after the proposed planning project is complete, including implementation
- **Do not exceed the space provided**

3. Grant Specific Objectives (Total 40 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-D below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging



Sustainable Transportation Planning Grant Program

CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

3A. Grant Specific Objectives; climate risk and adaptation (15 points)

- Explain how the project identifies and assesses climate change impact risks to multimodal transportation infrastructure vulnerabilities to climate change impacts in the project area
- Explain how the project will identify adaptation strategies and specific actions to remedy identified climate related vulnerabilities. Projects and plans should describe short-, medium-, and long-term strategies that will address the overall risk for the entire service life of the asset or capital project using the best available science and guidance.
- Articulate how the project will advance the planning of specific climate adaptation projects, such as developing a cost estimate, pursuing a technical feasibility study for adaptation options, or developing a conceptual design (up to 30%)
- When applicable, explain how the project includes economic analysis and/or cost-benefit analysis of identified adaptation strategy or strategies
- **Do not exceed the space provided**

3B. Grant Specific Objectives; co-benefits (10 points)

- Identify co-benefits of the adaptation work, such as benefits to public health, natural ecosystems, air quality, social equity, the economy, or reductions in greenhouse gas (GHG) emissions.
 - If reductions in GHG emissions are identified as a co-benefit, explain how the project advances transportation related GHG emission reductions specifically through different project types/strategies (e.g., mode shift, demand management, accessibility, etc.)
- Describe if and how nature-based solutions will be integrated into the proposed project
- Describe how adaptation needs of environmental resources in proximity to the transportation system such as coastal resources like tidal marsh or beaches, wildlife connectivity, wetlands, or fish passage needs are considered in the proposed project (if applicable)
- **Do not exceed the space provided**

3C. Grant Specific Objectives; partnerships and stakeholder process (10 points)

- Explain how the project demonstrates on-going collaboration and partnerships between sectors and jurisdictions, and across levels of government at a regional scale
- Explain if the project also includes collaboration and partnerships with diverse external stakeholders such as businesses, non-governmental agencies, federal, state, or local agencies, community-based organizations, and community residents
- Explain how the project includes a multistakeholder process that provides an opportunity for meaningful community engagement from communities potentially impacted by any project identified or developed as part of the planning grant
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program

CLIMATE ADAPTATION PLANNING - GRANT APPLICATION NARRATIVE

3D. Grant Specific Objectives; alignment with other plans and State Goals (10 points)

- Explain how the project is consistent with priorities, goals, and actions of the California State Adaptation Strategy, follows State guidance on adaptation planning, and is consistent with any applicable local/regional resilience planning.
- Articulate if the project will identify ways to incorporate transportation-related climate adaptation needs into existing transportation plans, specifically how the project will lead to the identification and development of capital projects that can be programmed as part of local or regional plans
- Explain how the project is in alignment with or augments existing plans, including climate action/adaptation plans, hazard mitigation plans, safety elements of general plans, resilience improvement plans, and/or Coastal Act/Certified Local Coastal Program plans
- Explain how the proposed project addresses public access and Complete Streets needs
- **Do not exceed the space provided**

4. Project Management (Total 30 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website:
<https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning>

4A. Scope of Work (15 points)

4B. Cost and Schedule (15 points)



Sustainable Transportation Planning Grant Program

STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE

FY 2023-24

Project Information	
Organization (Legal name)	
Project Title	
Project Area Boundaries	
Project Timeframe (Start and End Dates)	

Do not alter application format and font size 10

Application Narrative

1. Project Description (10 points)

Briefly summarize the project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **3-5 sentences maximum; Do not exceed the space provided.**

2. Project Justification (30 points)

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, in-adequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program

STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

3. Grant Specific Objectives (Total 20 points)

Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-3D below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP) 2040
- Modal Plans that Support the CTP 2040
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives (5 points)

- List and explain how the proposal would accomplish the Federal Planning Factors (Grant Application Guide, Chapter 5.2), achieve the Caltrans Mission and the Grant Program Objectives (Grant Application Guide, Chapter 1.2.)
- **Do not exceed the space provided**

3B. Grant Specific Objectives (5 points)

- Explain how the proposal partners with Caltrans to identify and address statewide, interregional, or regional transportation deficiencies in the State Highway System (or multimodal transportation system for transit-focused projects)
- Clearly define how Caltrans will be a partner in the proposed project, as appropriate for the project
- **Do not exceed the space provided**

3C. Grant Specific Objectives (5 points)

- Explain how the proposal strengthens government-to-government relationships
- Outline the entities involved with the proposed project and how partnerships will be strengthened as a result
- **Do not exceed the space provided**

3D. Grant Specific Objectives (5 points)

- Explain how the proposal results in programmed system improvements
- Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort
- **Do not exceed the space provided**



Sustainable Transportation Planning Grant Program

STRATEGIC PARTNERSHIPS - GRANT APPLICATION NARRATIVE

4. Project Management (Total 40 points)

See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website, <https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning>

4A. Scope of Work (20 points)

4B. Cost and Schedule (20 points)

Scope of Work Checklist

The Scope of Work (SOW) is the official description of the work that is to be completed during the contract. Tasks 1-6 outlined in the SOW are for illustrative purposes only.

Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your Scope of Work is complete.

Scope of Work Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	Use the Fiscal Year 2023-24 template provided
	Include the activities discussed in the grant application
	List all tasks using the same title as stated in the Project Cost and Schedule
	Include task numbers in accurate and proper sequencing, consistent with the Cost and Schedule
	Exclude sub-task numbers; only include sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Include a thorough Introduction to describe relevant background, related planning efforts, the project and project area demographics, including a description of the disadvantaged community involved with the project, if applicable
	Include a thorough and accurate narrative description of each task
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant award amount, and only the grantee and sub-recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Caltrans and grantee Project kick-off meeting at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for the procurement of a consultant (if needed). This task is for the grantee and sub-recipient(s) only.
	Include detailed public participation and services to diverse communities in the Public Outreach Task (excluding technical projects)
	Identify public outreach strategies in a manner that provides flexibility and allows for a diverse range of outreach methods (both in-person and on-line), considering the current COVID-19 environment (excluding technical projects)
	Include a Task(s) for a Draft and Final product. The draft plan must include an opportunity for the public to provide feedback (excluding technical projects).
	Include a summary of next steps your agency will take towards implementing the project in the Final Product
	List achievable project deliverables for each Task
	EXCLUDE environmental, complex design, engineering work, and other ineligible activities outlined in the Grant Application Guide

SCOPE OF WORK

Project Information	
Grant Category	
Grant Fiscal Year	
Project Title	
Organization (Legal name)	

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

[Provide a detailed summary of the grant project]

Project Stakeholders

[Provide a detailed summary of who the Project Stakeholders are. Will a consultant be working on the project? If so, what activities/tasks will they be involved with?]

Overall Project Objectives

[Provide a detailed summary of the Overall Project Objectives]

Summary of Project Tasks

[Project Management activities must be identified within the task they are occur and not as standalone tasks.]

Task 01: Project Administration

This is an Administrative Task that shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task cannot exceed 5% of the grant award amount.

Grantee will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[The following are the only allowable deliverables for this Task. This Task is not for the management of the consultant or meetings between the grantee and the consultant]
Kick-off meeting with Caltrans - Meeting Notes, quarterly invoices and progress reports, DBE reporting (federal Grants only).

Task 02: Consultant Procurement

[Provide a detailed narrative of activities to be completed in this Task]

Grantee will procure a consultant, consistent with state and federal requirements, Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, Regional Planning Handbook, and the executed grant contract between Caltrans and the grantee.

Task Deliverables
[List achievable deliverables for this Task]
Examples: Grantees current procurement procedures, copy of the Request for Proposal/Qualifications, copy of the contract between consultant and grantee, copies of all amendments to the consultant contract, meeting notes from project kick-off with consultant

Task 1: Existing Conditions

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Existing Conditions

Task 3: Analysis

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Summary of Analysis

Task 4: Public Outreach

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: PowerPoint Presentations, flyers, website announcements, sign-in sheets, community surveys, conceptual drawings, bilingual services, receipts for light snacks (Caltrans approval required prior to purchase. No full meals)

Task 5: Advisory Committee Meetings

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Agendas, meeting notes, list of attendees, list of action items

Task 6: Draft and Final Plan

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Draft Plan, Public Review – list of comments, Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy.

Task 7: Board Review/Approval

[Provide a detailed narrative of activities to be completed in this Task]

Task Deliverables
[List achievable deliverables for this Task]
Examples: Board Agenda, presentation materials, meeting minutes with board acceptance/approval.

Cost and Schedule Checklist

The Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Cost and Schedule Checklist	
(✓) Ensure these items are completed prior to submitting to Caltrans	
	Use the Fiscal Year 2023-24 template provided (do not alter the template)
	List all tasks with the same title as stated in the Scope of Work
	Include task numbers in proper sequencing, consistent with the Scope of Work
	Exclude sub-task numbers and sub-headings
	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee and recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the grantee and sub-recipient(s) only.
	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided
	Use the Local Match Calculator to ensure the total Local Match amount meets the minimum required Local Match for the specified Grant Category
	Include a grant amount for each Task (excluding Tasks 01 and 02)
	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2023-24 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
	Include a best estimate of the amount of time needed to complete each task
	State a realistic total cost for each task based on the work that will be completed
	Use only whole dollars in the financial information fields. No rounding up or down and no cents.
	Start the timeframe at the beginning of the grant period (July 2023 for MPO/RTPAs; November 2023 for non-MPO/RTPAs)
	Extend the timeframe to the end of the grant period (Project end dates differ based on applicant type (MPO/RTPA or non-MPO/RTPA) and type of funds (State or federal) (See Grant Application Guide, Chapter 9.2, for more details)

California Department of Transportation
Sustainable Transportation Planning Grant Program
COST AND SCHEDULE

Grant Category		FY 2023-24																																							
Grant Fiscal Year																																									
Project Title																																									
Organization (Legal name)																																									
Agency commits to the Cost and Schedule below. Any changes will need to be approved by CdTrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up, down and no cents.																																									
Disclaimers		Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator																																							
Reimbursements/ Invoicing		Does your agency plan to request reimbursement for indirect costs? ☐ Yes ☐ No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for matching purposes? ☐ Yes ☐ No																																							
Task #	Task title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*	FY 2023/24												FY 2024/25												FY 2025/26											
						J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J												
01	Project Administration (no more than 5% of total grant funds)	\$0	\$2,500	\$0	\$2,500																																				
02	Consultant Procurement	\$4,427	\$574	\$0	\$5,000																																				
1	Existing Conditions	\$11,509	\$1,491	\$0	\$13,000																																				
2	Analysis	\$30,986	\$4,015	\$0	\$32,500																																				
3	Public Outreach	\$39,839	\$5,162	\$0	\$45,000																																				
4	Advisory Committee Meetings	\$13,280	\$1,721	\$0	\$15,000																																				
5	Draft and Final Plan	\$72,595	\$6,577	\$0	\$80,000																																				
6	Board Review/ Approval	\$4,424	\$900	\$0	\$5,000																																				
Totals		\$177,060	\$22,940	\$0	\$200,000																																				

Third Party In-Kind Valuation Plan Checklist

The Third Party In-Kind Valuation Plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be donated. The Third Party In-Kind Valuation Plan must be consistent with the information provided on the Cost and Schedule and Grant Application Cover Sheet. This document is required upon grant award as a condition of grant acceptance. Refer to Grant Application Guide, Chapter 6.4 for a Third-Party In-Kind description and examples.

Third-Party In-Kind Valuation Plan Checklist	
(✓) Ensure these items are completed prior to submitting to Caltrans	
	Use the Fiscal Year 2023-24 template provided (do not alter the template).
	Name the third party in-kind local match provider; this cannot be the Grantee
	Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
	Describe the fair market value of third party in-kind contributions and how the values were determined.
	Include an itemized breakdown by task, consistent with the Cost and Schedule.
	Ensure the in-kind local match amount is consistent with the Grant Application Cover Sheet and Cost and Schedule.

California Department of Transportation
Sustainable Transportation Planning Grant Program
THIRD-PARTY IN-KIND VALUATION PLAN

Grant Category
 Grant Fiscal Year
 Project Title
 Organization
 (Legal name)

Task #	Task Title	Third-Party In-Kind Contribution	Name of Third-Party In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number of Hours	Estimated Cost
Total In-kind Match:							\$0

Explain how the third party in-kind match will be documented for accounting purposes:	
---	--

Local Resolution Checklist

A Local Resolution is NOT required at the grant application stage; however, it is required upon award as a condition of grant acceptance.

Local Resolution Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
	State the title of the project (1)
	State the job title of the person authorized to enter into a contract with Caltrans on behalf of the applicant (2)
	NOT be more than a year old, or it will not be accepted (3)
	Signed by the grant applicant's governing board (4)

Sample Local Resolution

CITY OF CAN DO RESOLUTION NO. 009-2012

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE

CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF CAN DO COMPLETE STREET PLAN

1

WHEREAS, the Board of Directors of the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program;

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

2

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 4th day of January 2023.

3

4

John Doe,
Chair

ATTEST:

Eileen Wright

Eileen Wright, Executive Director

APPENDIX C. CALTRANS/REGIONAL AGENCY BOUNDARIES MAP



APPENDIX D. CALTRANS DISTRICT CONTACT LIST

Caltrans Sustainable Transportation Planning Grants District Lead Contact and Native American Liaison Contact List

DISTRICT	LEAD CONTACT(S)	NATIVE AMERICAN LIAISON CONTACT(S)	MPO/RTPA
DISTRICT 1 1656 Union Street P.O. Box 3700 Eureka, CA 95502	Tatiana Ahlstrand (707) 684-6884 Email: Tatiana.Ahlstrand@dot.ca.gov	Whitney Petrey (707) 834-1486 Email: Whitney.Petrey@dot.ca.gov	Del Norte LTC Humboldt CAOG Lake CCAPC Mendocino COG
DISTRICT 2 1657 Riverside Drive Redding, CA 96001	Kathy Grah Office: (530) 229-0517 Cell: (530) 782-3152 Email: Kathy.Grah@dot.ca.gov	Kendee Vance (530) 225-3574 Email: Kendee.Vance@dot.ca.gov	• Lassen CTC • Tehama CTC • Modoc LTC • Trinity CTC • Plumas CTC • Siskiyou CLTC • Shasta RTA
DISTRICT 3 703 B Street Marysville, CA 95901	El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties Alex Padilla (916) 798-1218 Email: Alex.Padilla@dot.ca.gov Butte, Colusa, Lake Tahoe Basin, Glenn, Nevada, and Sierra Counties Kevin Yount (530) 513-0584 Email: Kevin.Yount@dot.ca.gov	Angelina Healy (530) 720-9449 Email: Angelina.Healy@dot.ca.gov	• Butte CAG • Sierra LTC • Colusa CTC • Glenn CTC • El Dorado CTC • Nevada CTC • Placer CTPA • Sacramento Area COG • Tahoe MPO
DISTRICT 4 111 Grand Avenue P.O. Box 23660 Oakland, CA 94623-0660	Becky Frank (510) 960-0883 Email: Becky.Frank@dot.ca.gov Stephen Conteh (510) 960-0887 Email: Stephen.Conteh@dot.ca.gov	Stephen Conteh (510) 960-0887 Email: Stephen.Conteh@dot.ca.gov	• Metropolitan Transportation Commission
DISTRICT 5 50 Higuera Street San Luis Obispo, CA 93401-5415	Jenna Schudson (805) 835-6432 Email: Jenna.Schudson@dot.ca.gov	John Olejnik (805) 748-1787 Email: John.Olejnik@dot.ca.gov	• Monterey TAMC • Santa Cruz CCRTC • San Benito COG • Assoc. of Monterey Co. Bay Area Govts • Santa Barbara CAG • San Luis Obispo COG
DISTRICT 6 1352 W. Olive Avenue P.O. Box 12616 Fresno, CA 93778-2616	Lorena Mendibles (559) 840-6066 Email: Lorena.Mendibles@dot.ca.gov Edgar Hernandez (559) 981-7436 Email: Edgar.Hernandez@dot.ca.gov	Lorena Mendibles (559) 840-6066 Email: Lorena.Mendibles@dot.ca.gov	• Fresno COG • Tulare CAG • Kern COG • Kings CAG • Madera CTC

Caltrans Sustainable Transportation Planning Grants District Lead Contact and Native American Liaison Contact List

DISTRICT	LEAD CONTACT(S)	NATIVE AMERICAN LIAISON CONTACT(S)	MPO/RTPA
DISTRICT 7 100 S. Main Street Los Angeles, CA 90012	Caleb Brock (213) 310-2542 Email: Caleb.Brock@dot.ca.gov	Not applicable	Southern California Association of Governments
DISTRICT 8 464 W. 4 th Street Mail Station 722 San Bernardino, CA 92401	Ricky Rivers (909) 806-3298 Email: Ricky.Rivers@dot.ca.gov Stephanie Gallegos (909) 383-4057 Email: Stephanie.Gallegos@dot.ca.gov	Lorna Foster (909) 501-5759 Email: Lorna.Foster@dot.ca.gov	Southern California Association of Governments
DISTRICT 9 500 S. Main Street Bishop, CA 93514	Neil Peacock (916) 605-8034 Email: Neil.Peacock@dot.ca.gov	Emilee Mullen (760) 784-4260 Email: Emilee.Mullen@dot.ca.gov	- Inyo LTC - Mono LTC - Eastern Kern (COG)
DISTRICT 10 1976 E. Dr. Martin Luther King Boulevard P.O. Box 2048 Stockton, CA 95201	Mountain Counties Gregoria Ponce (209) 483-7234 Email: Gregoria.Ponce@dot.ca.gov Merced, San Joaquin, Stanislaus Counties Tom Dumas (209) 941-1921 Email: Tom.Dumas@dot.ca.gov	Paul Bauldry (209) 948-7647 Email: Paul.Bauldry@dot.ca.gov Gregoria Ponce (209) 483-7234 Email: Gregoria.Ponce@dot.ca.gov	- Alpine County LTC - Amador CTC - Calaveras COG - Mariposa LTC - Merced CAG - Tuolumne CTC - San Joaquin COG - Stanislaus COG
DISTRICT 11 4050 Taylor Street Mail Station 240 San Diego, CA 92110	Omar Flores (619) 985-2124 Email: Omar.Flores@dot.ca.gov	Rafael Reyes (619) 208-1104 Email: Rafael.Reyes@dot.ca.gov	- San Diego Association of Governments - Southern California Association of Governments
DISTRICT 12 1750 E. 4 th Street Santa Ana, CA 92705	Eric Chau (657) 328-6268 Email: Eric.E.Chau@dot.ca.gov Alyssa Murakami (657) 328-6314 Email: Alyssa.Murakami@dot.ca.gov	Not applicable	Southern California Association of Governments



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 "C"
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.
- d. CALTRANS is the funding source for this Project.

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 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 Proprietary Property

A. Definitions

1. Work: The work to be directly or indirectly produced by City, Consultant or subconsultant under this Agreement.
2. Work Product: All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship that City, consultants or sub consultants may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
3. Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by City, or jointly with the City's Consultant or subconsultant and/or the City's consultant or subconsultant employees with one or more employees of CALTRANS, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

1. Copyright Ownership of Work Product: Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Consultant or subconsultants, subcontractors and/or sub-recipient's employees under this agreement, shall be owned by CALTRANS and City and shall be considered to be works made for hire by the City and City's Consultants and subconsultants for CALTRANS and City. CALTRANS and City shall own all United States and international copyrights in the Work Product.

As such, all Work Product that contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of

Transportation and City shall own all United States and international copyrights in the Work Product.

2. Vesting of Copyright Ownership: Consultant and all subconsultants agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to CALTRANS and City, its successors and assigns, ownership of all United States and International copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the City's Consultants and subconsultants from CALTRANS. From time to time, CALTRANS and the City shall require Consultant and subconsultants, and their respective employees, to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as CALTRANS and the City may request. CALTRANS and the City, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work product. Consultants and subconsultants waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

C. Inventions

1. Vesting of Patent Ownership: Consultant and subconsultants, and their respective employees, are required to assign to CALTRANS and City, its successors, and assigns, all inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become the remain CALTRANS' property regardless of whether such protection is sought. Consultant and subconsultants shall promptly make a complete written disclosure to CALTRANS of each Invention not otherwise clearly disclosed to CALTRANS in the pertinent Work Product, specifically pointing out features or concepts that the consultant or subconsultant believes to be new or different. Consultant and subconsultants shall, upon CALTRANS' and City's request and at CALTRANS' and City's expense, cause patent applications to be filed thereon, through solicitors designated by CALTRANS and City, and shall sign all such applications over to CALTRANS and City, its successors, and assigns. Consultant and subconsultants shall give CALTRANS and City and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as CALTRANS and City may consider necessary or appropriate to carry out the intent of this agreement.
2. City: In the event that CALTRANS and City are unable for any reason whatsoever to secure the City's, its employees', and/or City's Consultant's or subconsultant's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Consultants and subconsultants hereby irrevocably designates and appoints CALTRANS and City and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on City, its employees, and City's Consultants, and subconsultant's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents, thereon with the same legal force and effect as if executed by City, its employees, Consultant and subconsultants.

CALTRANS and City shall have no obligations to file any copyright, trademark, or patent applications.

D. Additional Provisions

1. Pre-existing Works and License: Consultant and subconsultants agree to acknowledge that all Work Product shall be the sole and exclusive property of CALTRANS and City, except that any Pre-existing Works created by City and third parties outside of this Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by City or such parties. City agrees to notify CALTRANS in writing of any Pre-existing Works used in connection with any Work Product produced under this agreement and hereby grants to CALTRANS a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.
2. Consultants and Subconsultants: In performing services under this Agreement, Consultants and subconsultants shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Consultant or subconsultants becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant or subconsultants shall immediately notify the City in writing.

7.2 Ownership of Data.

- A. Upon completion of all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this agreement will automatically be vesting in CALTRANS and the City and no further agreement will be necessary to transfer ownership to CALTRANS and City. Consultant and subconsultants shall furnish to City and CALTRANS all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this agreement has been entered into.
- C. Consultant and subconsultants are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by CALTRANS of the machine readable information and data provided by Consultant, and subconsultants under this agreement; further, Consultant and subconsultants are not liable for claims, liabilities or losses arising out of, or connected with, any use by CALTRANS of the project documentation on other projects, for additions to this Project, or for the completions of this Project by others, excepting only such use as may be authorized, in writing, by City, Consultants and subconsultants.
- D. Any sub-agreement in excess of \$25,000 entered into as a result of this agreement shall contain all of the provisions of this clause.

7.3 Retention of Records/Audits

- A. Consultant and subconsultants will agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. All accounting records and other supporting papers of the Consultant and subconsultants shall be maintained for a minimum of three (3) years from the date of final grant payment to the City by CALTRANS and shall be held open to

inspection, copying and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by awarding for and any subconsultants upon receipt of any request made by CALTRANS or its agents.

- C. For the purpose of determining compliance pursuant to Government Code Section 8546.7, Consultant and subconsultants shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. Consultant and subconsultants shall make such materials available at their respective offices at all reasonable times during the entire project and for three years from the date of final grant payment by CALTRANS to the City. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United State Department of Transportation, shall each have access to any books, records, and documents that are pertinent to this project for audits, examinations, excerpts, and transactions, and consultant and subconsultants shall furnish copies thereof if requested.
- D. Consultant and subconsultants will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance.

7.4 Drug-Free Workplace Certification - Consultant and subconsultants certifies under penalty of perjury under the laws of California that they will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1. Will receive a copy of the company's Drug-Free Policy Statement, and
 - 2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- D. Failure to comply with these requirements may result in suspension of payments under the contract.

7.5 State-Owned Data

- A. Consultant and subconsultants will agree to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit

encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 3. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 4. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 5. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 6. Notify City immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 7. Advise the owner of the State-owned data, the City's Information Security Officer, and the City's Chief Information Officer of vulnerabilities.
- B. Consultant and subconsultants agrees to use the State-owned data only for State purposes under this Agreement.
- C. Consultant and subconsultants agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1.

7.6 Assumptions of Risk and Indemnification Regarding Exposure to Environmental Health Hazards In addition to, and not a limitation of, Consultant's and subconsultant's indemnification obligations contained elsewhere in this Agreement, Consultant and subconsultants hereby assume all risks of the consequences of exposure of Consultant's and subconsultant's employees, agents, contractors, consultants, subcontractors and subconsultants and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Consultants and subconsultants also agree to take all appropriate safety precautions to prevent any such exposure to Consultant and subconsultants employees, agents, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Consultant and subconsultants also agree to indemnify and hold harmless CALTRANS, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Consultant and subconsultant also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of CALTRANS, the State of California, and/or any of their officers, agents and/or employees.

7.7 Mandatory Organic Waste Recycling It is understood and agreed that pursuant to Public Resources Code Section 42649.8 et seq., if Consultant and/or subconsultants generates two (2) cubic yards or more of organic waste or commercial solid waste per week, consultant and/or subconsultants shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling.

Consultant shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the City's Caltrans Contract Manager.

- 7.8 ADA Compliance All entities that provide electronic or information technology or related services that will be posed online by CALTRANS must comply with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.
- 7.9 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.
- 7.10 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.11 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.
- 7.12 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 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 _____
 300 SEMINARY AVENUE _____
 UKIAH, CALIFORNIA 95482-5400

9.0 SIGNATURES

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

CONSULTANT

BY: _____ Date _____

PRINT NAME: _____

 IRS IDN Number

CITY OF UKIAH

BY: _____ Date _____

CITY MANAGER

ATTEST

 CITY CLERK Date _____



CITY OF
UKIAH

COST PROPOSAL FOR SCHOOL STREET MULTIMODAL TRANSPORTATION STUDY

June 3, 2024

In Partnership with  **BLUE ZONES®**

COST PROPOSAL FORM	
Design and Engineering Services	
School Street Multimodal Transportation Study	
Submitted by (Name of Firm): <u>GHD</u>	
(Please include full cost proposal breakdown worksheet as backup.)	
Task 1: Public Participation	Line Item Totals
Personnel	\$ 14,956.17
Sub-consultant(s)	\$ 40,672.50
Sub-consultant mark-up	\$ -
Travel	\$ 9,800.00
Supplies and Expenses	\$ 2,109.48
Subtotal of proposed hours	260.00
Subtotal of proposed fees	\$ 55,628.67
Subtotal Cost for Task 1:	\$ 67,538.15
Task 2: Existing Conditions/Needs Assessment	Line Item Totals
Personnel	\$ 16,141.75
Sub-consultant(s)	\$ 7,507.50
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Subtotal of proposed hours	158.00
Subtotal of proposed fees	\$ 23,649.25
Subtotal Cost for Task 2:	\$ 23,649.25
Task 3: Research and Analysis	Line Item Totals
Personnel	\$ 54,204.14
Sub-consultant(s)	\$ 3,630.00
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Subtotal of proposed hours	420.00
Subtotal of proposed fees	\$ 57,834.14
Subtotal Cost for Task 3:	\$ 57,834.14
Task 4: Recommendations and Draft Study/Plan	Line Item Totals
Personnel	\$ 57,025.66
Sub-consultant(s)	\$ 8,745.00
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Subtotal of proposed hours	394.00
Subtotal of proposed fees	\$ 65,770.66
Subtotal for Task 4:	\$ 65,770.66
Task 5: Final Study/Plan and City Council Approval	Line Item Totals
Personnel	\$ 23,052.79
Sub-consultant(s)	\$ 1,155.00
Sub-consultant mark-up	\$ -
Travel	\$ -
Supplies and Expenses	\$ -
Subtotal of proposed hours	160.00
Subtotal of proposed fees	\$ 24,207.79
Subtotal for Task 4:	\$ 24,207.79
TOTAL PROJECT COST SUMMARY	
Personnel	\$ 165,380.51
Sub-consultant(s)	\$ 61,710.00
Sub-consultant mark-up	\$ -
Travel	\$ 9,800.00
Supplies and Expenses	\$ 2,109.48
Total proposed hours	1392.00
Total proposed fees	\$ 227,090.51
TOTAL NOT TO EXCEED COST:	\$ 238,999.99

COST PROPOSAL:						
	Primary Consultant GHD Inc.		Subconsultant #1 BLUE ZONES		TOTAL	
	hours	cost	hours	cost	HOURS	COST
1.0 Public Participation - Community Outreach & Total Task 1	<u>102</u> 102	<u>\$14,956.17</u> \$14,956.17	<u>158</u> 158	<u>\$40,672.50</u> \$40,672.50	<u>260</u> 260	<u>\$55,628.67</u> \$55,628.67
2.0 Exiting Conditions Needs Assessment Total Task 2	<u>126</u> 126	<u>\$16,141.75</u> \$16,141.75	<u>32</u> 32	<u>\$7,507.50</u> \$7,507.50	<u>158</u> 158	<u>\$23,649.25</u> \$23,649.25
3.0 Research and Analysis Total Task 3	<u>404</u> 404	<u>\$54,204.14</u> \$54,204.14	<u>16</u> 16	<u>\$3,630.00</u> \$3,630.00	<u>420</u> 420	<u>\$57,834.14</u> \$57,834.14
4.0 Recommendations & Draft Study/Plan Total Task 4	<u>356</u> 356	<u>\$57,025.66</u> \$57,025.66	<u>38</u> 38	<u>\$8,745.00</u> \$8,745.00	<u>394</u> 394	<u>\$65,770.66</u> \$65,770.66
5.0 Final Study/Plan and City Council Approval Total Task 5	<u>156</u> 156	<u>\$23,052.79</u> \$23,052.79	<u>4</u> 4	<u>\$1,155.00</u> \$1,155.00	<u>160</u> 160	<u>\$24,207.79</u> \$24,207.79
TOTAL DIRECT LABOR HOURS/COST	1,144	\$165,380.51	248	\$61,710.00	1392	\$227,090.51
TOTAL OTHER INDIRECT COST		\$4,129.48		\$7,780.00		\$11,909.48
TOTAL PROJECT COST		\$169,509.99		\$69,490.00		\$238,999.99

COST PROPOSAL: TASK EFFORT RATE SHEET

A. PROJECT Primary

NAME OF FIRM: GHD Inc.
 ROLE IN THE PROJECT: Primary Consultant

		assigned staff:	Todd Tregenza	Rosanna Southern	Paige Peel	Emily Shandy	Holly Murphy	Colin Burgett	Kristin Orth-Gordinier	Frank Penry	Matt Wargula	Lucas Piper	Jennifer Richards	Heather Medina
		classification:	Project Director	Project Manager	Senior Transportation Planner	Active Transportation	Transportation Planner	Senior Transportation Planner	Outreach Coordination	Senior Design Engineer	Design Engineer	Senior Landscape Architect	Senior Finance	Senior Admin
		hourly wage:	84.84	54.32	43.27	52.25	36.54	86.54	43.27	95.13	88.94	69.71	51.97	38.69
fringe:	29.68%	25.18	16.12	12.84	15.51	10.85	25.69	12.84	28.23	26.40	20.69	15.42	11.48	
overhead:	153.06%	129.86	83.14	66.23	79.97	55.93	132.46	66.23	145.61	136.13	106.70	79.55	59.22	
G&A:	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	
fee:	10.0%	23.99	15.36	12.23	14.77	10.33	24.47	12.23	26.90	25.15	19.71	14.69	10.94	
hourly rate:		263.86	168.94	134.58	162.50	113.64	269.15	134.58	295.87	276.62	216.81	161.63	120.33	

TASK HOURS ASSIGNED TO STAFF:

			Todd Tregenza	Rosanna Southern	Paige Peel	Emily Shandy	Holly Murphy	Colin Burgett	Kristin Orth-Gordinier	Frank Penry	Matt Wargula	Lucas Piper	Jennifer Richards	Heather Medina	TASK HOURS	TASK COSTS
	TASKS		Project Director	Project Manager	Senior Transportation	Active Transportation	Transportation Planner	Senior Transportation	Outreach Coordination	Senior Design Engineer	Design Engineer	Senior Landscape	Senior Finance	Senior Admin		
	Public Participation - Community Outreach & Stakeholder															
	1.0 Involvement		6	40	4	0	44	0	8	0	0	0	0	0	102.00	\$14,956.17
	Total Task 1		6	40	4	0	44	0	8	0	0	0	0	0	102.00	\$14,956.17
	2.0 Exiting Conditions Needs Assessment		2	16	20	0	80	0	0	0	0	0	4	4	126.00	\$16,141.75
	Total Task 2		2	16	20	0	80	0	0	0	0	0	4	4	126.00	\$16,141.75
	3.0 Research and Analysis		4	50	118	12	200	10	0	0	0	0	6	4	404.00	\$54,204.14
	Total Task 3		4	50	118	12	200	10	0	0	0	0	6	4	404.00	\$54,204.14
	4.0 Recommendations & Draft Study/Plan		4	74	30	4	160	4	0	6	34	34	6	0	356.00	\$57,025.66
	Total Task 4		4	74	30	4	160	4	0	6	34	34	6	0	356.00	\$57,025.66
	5.0 Final Study/Plan and City Council Approval		2	58	12	4	70	4	0	0	4	0	2	0	156.00	\$23,052.79
	Total Task 5		2	58	12	4	70	4	0	0	4	0	2	0	156.00	\$23,052.79
	TOTAL LABOR HOURS		18	238	184	20	554	18	8	6	38	34	18	8	1,144.00	
	Total Primary Tasks Cost															\$165,380.51

COST PROPOSAL: OTHER DIRECT COSTS

GHD Inc.

Primary Consultant

Note: Caltrans policy and business practice does not permit markup on Other Direct Cost items.
Define a unit cost and assign a dollar value for each item.

Item:	Unit Description	#units	unit price	cost
Mileage	IRS mileage rate.		\$ 0.670	\$ -
Equipment Rental	See detail attached			
Event Printing	At cost	3	\$ 203.16	\$ 609.48
Reproduction/printing - rate 1	Average cost	0	\$ 200.00	\$ -
Postage/delivery - rate 1	See detail attached			\$0.00
Rental Car	At cost	8	\$ 180.00	\$ 1,440.00
Other (specify)	Per Diem (Lodging)	8	\$ 200.00	\$ 1,600.00
Other (specify)	Per Diem (M&IE)	8	\$ 60.00	\$ 480.00
OTHER DIRECT COSTS				\$ 4,129.48

Detail: Equipment Rental Worksheet brief description - rate basis day/week/job; estimate rental fee for each itemrental fee

item 1		\$ -
item 2		\$ -
item 3		\$ -
item 4		\$ -
item 5		\$ -
item 6		\$ -
item 7		\$ -
item 8		\$ -
item 9		\$ -
item 10		\$ -
item 11		\$ -
item 12		\$ -
item 13		\$ -
item 14		\$ -
item 15		\$ -
item 16		\$ -
last item		\$ -

subtotal equipment rental \$ -

SUBTL TASK EFFORT COST \$165,380.51

GHD Inc.

SUBTL OTHER DIRECT COST \$ 4,129.48

Tuesday, September 24, 2024

TOTAL COST \$169,509.99

Detail: Reproduction/printing

subtotal reproduction/printing \$0.00

Detail: Postage/delivery

Overnight delivery 10 @\$25 = \$250 First class USPS 50 @\$5.00 = \$250.
UPS Ground 10@15 = 150

subtotal postage/delivery \$0.00

B. PROJECT Subconsultant #1

NAME OF FIRM:	BLUE ZONES
ROLE IN THE PROJECT:	Subconsultant #1

assigned staff:	Dan Burden	Sarah Bowman					
classification:	Public Engagement Lead	Public Engagement Communication Lead					
hourly wage:	175.00	100.00		0.00	0.00	0.00	0.00

fringe:	25.00%	43.75	25.00	-	-	-	-	-
overhead:	20.00%	35.00	20.00	-	-	-	-	-
G&A:	5.00%	8.75	5.00	-	-	-	-	-
fee:	10.00%	26.25	15.00	-	-	-	-	-
hourly rate:		288.75	165.00	-	-	-	-	-

TASK HOURS ASSIGNED TO STAFF:

			Dan Burden	Sarah Bowman	0	0	0	0	0	TASK HOURS	TASK COSTS
	TASKS		Public Engagement Lead	Public Engagement Communication Lead	0	0	0	0	0		
Public Participation - Community Outreach & Stakeholder Involvement			118	40	0	0	0	0	0	158.00	\$40,672.50
Total Task 1			118	40	0	0	0	0	0	158.00	\$40,672.50
2.0 Exiting Conditions Needs Assessment			18	14	0	0	0	0	0	32.00	\$7,507.50
Total Task 2			18	14	0	0	0	0	0	32.00	\$7,507.50
3.0 Research and Analysis			8	8	0	0	0	0	0	16.00	\$3,630.00
Total Task 3			8	8	0	0	0	0	0	16.00	\$3,630.00
4.0 Recommendations & Draft Study/Plan			20	18	0	0	0	0	0	38.00	\$8,745.00
Total Task 4			20	18	0	0	0	0	0	38.00	\$8,745.00
5.0 Final Study/Plan and City Council Approval			4	0	0	0	0	0	0	4.00	\$1,155.00
Total Task 5			4	0	0	0	0	0	0	4.00	\$1,155.00
TOTAL LABOR HOURS			168	80	0	0	0	0	0	248.00	
Total Primary Tasks Cost											\$61,710.00

COST PROPOSAL: OTHER DIRECT COSTS

BLUE ZONES

Subconsultant #1

Note: Caltrans policy and business practice does not permit markup on Other Direct Cost items.
Define a unit cost and assign a dollar value for each item.

Item:	Unit Description	#units	unit price	cost
Mileage	IRS mileage rate.	-	\$ 0.670	\$ -
Event Venue	At cost	0	\$ 500.00	\$ -
Event Printing (Posters, Lawn Signs)	At cost	3	\$ 300.00	\$ 900.00
Event Catering (30-50 ppl)	At cost	3	\$ 200.00	\$ 600.00
Rental Car	At cost	8	\$ 125.00	\$ 1,000.00
Flight	At cost	4	\$ 800.00	\$ 3,200.00
Hotel	Per Diem (Lodging)	8	\$ 200.00	\$ 1,600.00
Meals	Per Diem (M&IE)	8	\$ 60.00	\$ 480.00

OTHER DIRECT COSTS \$ 7,780.00

Detail: Equipment Rental Worksheet

brief description - rate basis day/week/job; estimate rental fee for each item rental fee

itme 1		\$ -
item 2		\$ -
item 3		\$ -
item 4		\$ -
item 5		\$ -
item 6		\$ -
item 7		\$ -
item 8		\$ -
item 9		\$ -
item 10		\$ -
item 11		\$ -
item 12		\$ -
item 13		\$ -
item 14		\$ -
item 15		\$ -
item 16		\$ -
last item		\$ -

subtotal equipment rental \$ -

SUBTL TASK EFFORT COST \$61,710.00

BLUE ZONES SUBTL OTHER DIRECT COST \$ 7,780.00

Tuesday, September 24, 2024 TOTAL COST \$69,490.00

Detail: Reproduction/printing

subtotal reproduction/printing \$0.00

Detail: Postage/delivery

Overnight delivery 10 @\$25 = \$250 First class USPS 50 @\$5.00 = \$250.
UPS Ground 10@15 = 150

COST PROPOSAL: BUDGET

C. BASE PROJECT BUDGET

Wages

Assigned Staff	Classification	hours	@rate	cost
Todd Tregenza	Project Director	18.00	84.84	1,527.12
Rosanna Southern	Project Manager	238.00	54.32	12,928.16
Paige Peel	Senior Transportation Planner	184.00	43.27	7,961.68
Emily Shandy	Active Transportation	20.00	52.25	1,045.00
Holly Murphy	Transportation Planner	554.00	36.54	20,243.16
Colin Burgett	Senior Transportation Planner	18.00	86.54	1,557.72
Kristin Orth-Gordinier	Outreach Coordination	8.00	43.27	346.16
Frank Penry	Senior Design Engineer	6.00	95.13	570.78
Matt Wargula	Design Engineer	38.00	88.94	3,379.72
Lucas Piper	Senior Landscape Architect	34.00	69.71	2,370.14
Jennifer Richards	Senior Finance	18.00	51.97	935.46
Heather Medina	Senior Admin	8.00	38.69	309.52
0	0	0.00	-	-
0	0	0.00	-	-
0	0	0.00	-	-
0	0	0.00	-	-
				Wages = \$53,174.62

Fringe Benefits:

Wages base	@rate	cost
\$53,174.62	0.2968	15,782.23
		Benefits = \$15,782.23

Indirect costs:

Wages base	@rate	cost
Overhead = \$53,174.62	1.5306	81,389.07
G&A = \$53,174.62	0	-
		Indirect = \$81,389.07

Fee:

Wages+Benefits+Indirect =	Fee base	@rate	cost
	\$150,345.92	0.10	15,034.59
			Fee = \$15,034.59

SUBTOTAL wages+benefits+indirect,+fees = \$165,380.51

Other Direct:						
item	unit description	# units	price	cost		
Mileage	IRS mileage rate.	-	0.670	-		
Equipment Rental	See detail attached	-	-	-		
Event Printing	At cost	3.00	203.160	609.48		
Reproduction/printing - rate 1	Average cost	-	200.000	-		
Postage/delivery - rate 1	See detail attached	-	-	-		
Rental Car	At cost	8.00	180.000	1,440.00		
Other (specify)	Per Diem (Lodging)	8.00	200.000	1,600.00		
Other (specify)	Per Diem (M&IE)	8.00	60.000	480.00		
				SUBTOTAL Other Direct = \$		4,129.48
				TOTAL PRIMARY CONSULTANT COSTS		\$ 169,509.99
Subconsultants: Firm Cost						
Sub 1 BLUE ZONES		\$ 69,490.00				
Sub 2 FIRM NAME		\$ -				
Sub 3 Additional Subconsultant #						
Sub 4 Additional Subconsultant #						
Additional Subconsultant #						
Last Additional Subconsultant						
Sub 6						
TOTAL SUBCONSULTANT COSTS						\$69,490.00
TOTAL CONSULTANT + SUBCONSULTANT COSTS						\$238,999.99

EXHIBIT 10-H COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(PLANNING, DESIGN AND STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant GHD

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Name/Classification	Name	Hours	Average Range of Rates		Actual/ Average Hourly Rate	Total
Senior Technical Director 1 - 3	GHD	1	\$90.00	\$150.00	\$ 101.00	\$ 101.00
Technical Director 1- 2	GHD	1	\$70.00	\$130.00	\$ 102.00	\$ 102.00
Senior Professional 1 - 2	GHD	1	\$60.00	\$120.00	\$ 103.00	\$ 103.00
Professional 1 - 3	GHD	1	\$30.00	\$80.00	\$ 104.00	\$ 104.00
Intern	GHD	1	\$15.00	\$30.00	\$ 105.00	\$ 105.00
Project Support Manager/Senior	GHD	1	\$50.00	\$130.00	\$ 106.00	\$ 106.00
Project Support 1 - 6	GHD	1	\$15.00	\$60.00	\$ 107.00	\$ 107.00



→ ghd.com

Public Interest Finding / Non-A&E Noncompetitive

PUBLIC INTEREST FINDING

A Public Interest Finding (PIF) is document of the justification to allow exceptions to Federal or State rules and/or procedures.

COMPETITIVE PROCESS COMPLETION (PCC 10290-10381)

The following items were completed through the competitive process (please select all that apply):

- ☒ Advertised as required
- ☐ Re-advertised for required period
- ☒ Identified all evaluation factors in RFQ/RFP
- ☒ Method of Payment in RFP is consistent with contract cost proposal. Supporting documentation that all proposals were received within the required time frames (example: proposals not date-stamped)
- ☐ Conflict of interest signed by panel members or evidence of an appropriate Code of Ethics was followed in accordance with federal requirements
- ☐ Profit negotiated
- ☒ Support that cost analysis was performed
- ☐ Cost elements were negotiated/evidence of negotiations were maintained
- ☐ Title VI requirements complete
- ☐ DBE requirements complete

NON-A&E NONCOMPETITIVE DETERMINATION REQUIRED (PCC 10340)

For the use of non-competitive negotiated consultant contracts, the limited circumstance applies (please select):

- ☐ Service is available only from a single source
- ☐ There is an emergency which will not permit the time necessary to conduct competitive negotiations
- ☐ After solicitation of a number of sources, competition is determined to be inadequate

ADDITIONAL INFORMATION

Project ID (contact # if applicable):		74A1451	
Class of Federal Funds:		Select -- N/A	If Other, please explain:
Caltrans District/County	Estimated Cost	Federal Funds	State Funds
District 1 - Mendocino	\$258,000		\$228,400
Contract Type:		Select -- Non A&E	
General Location		General Description of Work	
Clay Street to Henry Street, Ukiah AKA: School Street Corridor, Downtown Ukiah		School Street Multimodal Transportation Study: Identify, analyze, and propose enhancements to the vehicular, pedestrian, and bicycle network along the School Street corridor.	

*Please submit supporting documentation with the PIF to justify acquiring a sole source.

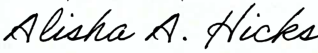
Prepared/Approved by Local Agency's Representative	Representative Name and Title	Date
	Sage Sangiacomo	7/9/2024

FOR CALTRANS STAFF ONLY

Project Approval: ☒ Approved ☐ Disapproved

Additional Comments

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Approved by Caltrans Representative	Representative Name and Title	Date
	Alisha A. Hicks, Manager Contracts and Audit Compliance Office of Regional and Community Planning Division of Transportation Planning	8/27/2024

Distribution: (1) Local Agency File - Original; (2) DOTP - Copy; (3) Caltrans Project Manager - Copy if on SHS

Public Interest Finding / Non-A&E Noncompetitive

INSTRUCTIONS

1. COMPETITIVE PROCESS COMPLETION

- Review the checklist to ensure you completed the competitive process.

2. NON-A&E NONCOMPETITIVE DETERMINATION REQUIRED

- Select the circumstance(s) for which a sole source is needed.

3. ADDITIONAL INFORMATION

- Provide the Federal-aid Project ID number.
- Select the "Class of Federal Funds."
- Identify Caltrans District and County
- List Estimated Cost of the portion of the project subject to this PIF
- List the amount of the Federal Funds in the portion of the project subject to this PIF.
- List the amount of the State Funds in the portion of the project subject to this PIF.
- Describe the "General Location" applicable to this PIF.
- Provide a "General Description of Work" affected by this PIF.
- Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.

4. FOR CALTRANS STAFF ONLY

- Once Caltrans receives the PIF from the Local Agency, Caltrans will review and approve or disapprove the PIF.
- Signature and Name and Title of Caltrans Representative approving the PIF, as required, and Date.



July 8, 2024

Subject: Request for Approval to Award Contract to GHD

Dear Caltrans Representative:

The City of Ukiah respectfully submits this letter to request approval for awarding a contract to GHD for the School Street Multimodal Transportation Study. Due to an oversight, the City followed the Architect and Engineering (A&E) process instead of the non-A&E competitive process. Despite this, the proposal process adhered to transparent and competitive standards and the RFP itself was reviewed by Caltrans staff for compliance prior to its release.

The Request for Proposals (RFP) was published on BidNet Direct, garnering interest from 26 firms (list attached), many of which have a history of successfully conducting similar studies. However, only one proposal was received, which was from GHD. This proposal was compliant with all requirements and closely aligned with the budget.

GHD has a proven track record with the City of Ukiah, having successfully executed multiple contracts with satisfactory results. Given the extensive interest from qualified firms and the compliance and competitiveness of the received proposal, staff believes rejecting this proposal and restarting the process would not be an efficient use of resources.

Considering these circumstances, the City humbly requests an exception to approve awarding the contract to GHD. We believe this course of action aligns with the principles of efficiency and fiscal responsibility.

We appreciate your consideration of this request and are available to provide any additional information or clarification required.

Thank you for your understanding and support.

Sincerely,

Mary Horger
Financial Services Manager
Procurement, Capital, Grants and Special Projects

Notice

Basic Information

Reference Number	0000351849
Issuing Organization	City of Ukiah
Owner Organization	City of Ukiah
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	2024-0507
Title	School Street Multimodal Transportation Study
Source ID	PU.AG.USA.2497420.C14832801
Piggyback Solicitation	No

Details

Location Mendocino County, California

Description The City of Ukiah completed a successful downtown streetscape project in Ukiah in 2022, which improved the way State Street (the main street) functions in the downtown corridor. This major project included a road diet, improvements to traffic circulation, sidewalks, and pedestrian crossings. It included a robust community outreach process, which gained input from numerous community workshops as well as substantial stakeholder input. That project began with a planning study funded by a Caltrans transportation planning grant several years ago. Building on the success of the State Street project, the City would now like to use the same effective formula that was used to create and support that project as a foundation for positive changes to School Street, located adjacent to State Street in the downtown corridor. This proposed multimodal transportation study will identify, analyze, and propose enhancements to the vehicular, pedestrian, and bicycle network along the School Street corridor in downtown Ukiah from Clay Street to Henry Street. This planning effort will result in a final study that will be used to pursue funding to implement identified improvements along the School Street corridor.

This work is funded by a \$228,400 Sustainable Communities Grant from the State of California's Department of Transportation. Total project budget, including the City's match, is \$258,000.

Dates

Publication	05/07/2024 12:17 PM PDT
Question Acceptance Deadline	05/28/2024 05:00 PM PDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	06/03/2024 05:00 PM PDT

Contact Information

Mary Horger
(707) 463-6233
mhorger@cityofukiah.com

Buyer Preferences, Guidelines & Requirements

General Requirements

- Insurance Required
- License Required

Bid Submission Process

Bid Submission Type Physical Bid Submission

Additional Bidding Instructions 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.

Documents

Documents

Document	Size	Uploaded Date	Language
Request for Proposals - School St Multimodal Transportation Study FINAL.pdf [pdf]	30 Mb	05/07/2024 12:11 PM PDT	English
Cost Proposal Form.xlsx [xlsx]	12 Kb	05/07/2024 12:11 PM PDT	English

Categories

Selected Categories

NIGP Category (1)	
925	ENGINEERING SERVICES, PROFESSIONAL
92517	Civil Engineering Civil Engineering

This copy of the NIGP Code is the property of the National Institute of Governmental Purchasing, Inc. (NIGP), is displayed and used by BidNet under license from Periscope Holdings, Inc. (the authorized sub-licensor of NIGP), and is protected under the copyright laws of the United States. It may not be copied or used (in whole or part) by any party unless such party is authorized to do so under the terms of a written license agreement entered into with NIGP or its authorized sub-licensors expressly authorizing such party to use the NIGP Code. Unauthorized copying or use is prohibited. Dated: January 2016

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
Tall Tree Engineering	Susanne Loutsis	05/21/2024 10:23 AM PDT	Willits	California
menschForce LLC	Maya Suresh Kannan Balabisegan	05/15/2024 10:27 AM PDT	New York	New York
Mead & Hunt, Inc.	Will Fairfax	05/14/2024 05:41 AM PDT	Columbia	Maryland
T J K M	Michelle Macer	05/13/2024 03:38 PM PDT	Pleasanton	California
Kittelson & Associates, Inc.	Mychal Loomis	05/13/2024 02:12 PM PDT	Orange	California
Bid America	Abdul Abdul	05/13/2024 04:04 AM PDT	Murrieta	California
Fehr & Peers	Melanie Conrad	05/09/2024 03:12 PM PDT	Walnut Creek	California
GHD	Ryan Magat	05/09/2024 11:07 AM PDT	Irvine	California
Walker Consultants, Inc.	Maryanne Vargas	05/09/2024 11:04 AM PDT	Los Angeles	California
LSA Associates, Inc.	Shira Eilenberg	05/09/2024 10:29 AM PDT	Irvine	California
CHS Consulting Group	Jessica Cadkin	05/09/2024 09:34 AM PDT	OAKLAND	California
BKF Engineers	Jackie Martinez	05/09/2024 08:27 AM PDT	Newport Beach	California
School Wholesale Supplies LLC	JP DAS	05/08/2024 11:04 PM PDT	Nashville	Tennessee
Nelson\Nygaard Consulting Associates	Jeanne Martin	05/08/2024 01:11 PM PDT	San Francisco	California
MVC13	Samantha Ayres	05/08/2024 11:38 AM PDT	Dunlap	Illinois
DeepWalk	Abi Kavanagh	05/08/2024 11:19 AM PDT	Chicago	Illinois
Gradient Systematics, LLC	Sam Bohluli	05/08/2024 08:16 AM PDT	Dallas	Texas
W-Trans	Atul Patel	05/08/2024 07:41 AM PDT	Oakland	California
IMS	Brannon Cody	05/07/2024 11:11 PM PDT	San Diego	California
Construction Journal	Construction Journal	05/07/2024 09:51 PM PDT	Stuart	Florida
Iteris, Inc.	LORINDA KRYSTYNIAK	05/07/2024 03:56 PM PDT	Santa Ana	California
North America Procurement Council, Inc. PBC	Tim Loncarich	05/07/2024 02:16 PM PDT	Grand Junction	Colorado
Psomas	Tanya Gross	05/07/2024 02:00 PM PDT	Roseville	California
Toole Design Group, LLC	Jennifer Toole	05/07/2024 01:39 PM PDT	SILVER SPRING	Maryland
Crawford & Associates, Inc.	Sarah Crawford	05/07/2024 01:02 PM PDT	Sacramento	California
Rincon Consultants, Inc.	Monica Guzman-Waight	05/07/2024 12:30 PM PDT	San Diego	California



AGENDA SUMMARY REPORT

SUBJECT: Approval of a Budget Amendment in the Amount of \$280,893.50 for Additional Road Reconstruction Services from Ghilotti Construction Inc., on Low Gap Road Related to the Recycled Water Project Phase 4.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

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

ATTACHMENTS:

None

Summary: Council will consider approving a budget amendment for additional road reconstruction on Low Gap Road as part of the Recycled Water Project Phase 4.

Background: In January 2024, Council approved a budget amendment for additional road reconstruction and ADA enhancements along Low Gap Road. This work was meant to not only reconstruct the roadway after utility replacement but also enhance the road with pedestrian, ADA improvements and enhanced striping.

Discussion: During construction, the City took the opportunity to expand the paving limits to include failed portions of Low Gap that were adjacent to the original paving limit. This area included high traffic areas in front of the County of Mendocino offices. This increased the amount of the actual quantities used for this category of work, which then increased the cost that exceeded the current funding sources for this project. Therefore, a budget amendment is necessary. The State of California's Highway Users Tax funding will be used for this additional work.

Recommended Action: Approve budget amendment in the amount of \$280,893.50 for the additional road reconstruction services from Ghilotti Construction Inc. on Low Gap Road related to the Recycled Water Project Phase 4.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 50024620.80230.18052: \$0

PROPOSED BUDGET AMOUNT: 50024620.80230.18052: \$280,894

FINANCING SOURCE: Highway Users Tax Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract 2223-220

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

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): **7a** – Expand sustainable water practices.

GENERAL PLAN ELEMENTS (GP): GP-A3 - Mobility Element GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Execution of Amended and Restated Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and Reaffirm the Continued Appointment of Vice-Mayor Crane and Councilmember Orozco as the Two Representatives to the Ukiah Valley Water Authority.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Sean White, Water Resources Director.

ATTACHMENTS:

1. Joint Powers Agreement - Redline & Clean
2. Exhibit B
3. Exhibit C

Summary: Council will consider approving the Amended and Restated Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and appointing two representatives to the Ukiah Valley Water Authority.

Background: There are a number of governmental water service providers in the greater Ukiah Valley. Providers include: the City of Ukiah (City), Willow County Water District (Willow), Millview County Water District (Millview), Calpella County Water District (Calpella) and Redwood Valley County Water District (Redwood). The concept of consolidating these service providers into a single entity has been a long-term community goal. Potential benefits of consolidation are numerous and include a cohesive water policy for the region, maximization of water rights, more uniform water security and availability, staffing, expanded rate base and reduced litigation. There have been a number of past attempts at accomplishing this goal, most notably the Valley-wide Task Force initiated in 1990, as well as a number of Mendocino County Grand Jury Reports.

The Upper Russian River Water Agency (URRWA) was formed in 2014 with the intent of accomplishing these goals. URRWA is a Joint Powers Authority (JPA) "working together for the voluntary consolidation of Ukiah Valley's Water Districts". The board includes a single member from Willow County Water, Calpella County Water, Redwood Valley County Water, Millview County Water, and most recently the Ukiah Valley Sanitation District. URRWA's goals include creating a more logical form of governance over our water resources, coordinating the operations of our districts into one regional water agency, sharing resources to create a unified approach to consolidation, to provide economies of scale that keep rates affordable, and to ensure a reliable long-term water supply for all land uses. URRWA has made significant progress on many of these goals, but it has not significantly improved water supply reliability or streamlined governance. The URRWA model is commonly referred to as managerial consolidation, rather than complete consolidation. In this model there is a single operator, but multiple boards and decision-making bodies remain.

In February of 2024, the City Council approved the original Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority (the "Water Authority"). The original members of the Water Authority are: the City, Millview County Water District, and Redwood Valley County Water District. Vice-Mayor Crane and Councilmember Orozco currently serve on behalf of the City of Ukiah on the corresponding executive committee.

Discussion: Issues related to numerous, small agencies serving a single community are not unique to the Ukiah Valley. In an attempt to address similar issues state-wide, the State Water Resources Control Board

(SWRCB) started the Safe and Affordable Funding for Equity and Resilience (SAFER) program in 2019. Since that time, the SWRCB has made consolidation of water providers through the SAFER program a top priority. Districts consolidating through the SAFER program are eligible for SWRCB grants and loans to facilitate the consolidation processes well as construct and update required infrastructure.

City Staff was contacted in the summer of 2022 by SAFER about participating in the program. City Staff then reached out to the members of URRWA to see if there was interest in consolidating through the SAFER Program. An ad hoc committee with members from the City, Willow, Millview, Calpella, and Redwood has been meeting regularly since October of 2022 to discuss the opportunity and develop a Joint Powers Authority (Attachment 1 - reline and clean) to serve as the vehicle for consolidation through the SAFER program.

The Water Authority is the result of many staff meetings, ad hoc meetings, as well as counsel input from each of the entities. In some ways, the UVWA is similar to URRWA. It is different, however, in that it explicitly intends to go beyond "managerial consolidation" and to eventually achieve complete consolidation over time, which is the goal of the SAFER program.

Though the City, Millview, and Redwood originally signed the Joint Exercise of Powers Agreement, Willow did not. In the intervening time, the Water Authority members' staff have continued to engage with Willow. Through that engagement, it became apparent that the most efficient and productive way to address Willow's interests was to amend and restate the existing agreement.

Amending and restating the agreement accomplishes several things:

1. Doing so addresses Willow's interest in being treated with parity among the other members. Willow is, in fact, a key agency in a Ukiah Valley-wide approach to more efficiently and sustainably distributing our water resources, and they have been involved in discussions about creating the Water Authority from the outset.
2. Doing so provided Willow with the same assurances provided to the original members while avoiding the potential for a separate agreement between the Water Authority and Willow. This also avoids setting a pattern of having multiple agreements, potentially complicating the relationships between the members.
3. Doing so provides the opportunity to address certain issues that have arisen in the original agreement since its original execution. Examples include providing an explicit Effective Date and providing more clarity for which agencies are members and how agencies may become members to the Water Authority. This anticipates other agencies also joining the Water Authority later, while avoiding the need to amend and restate the JPA a second time.
4. Incorporates sewer services as part of the Water Authority's functions. These provisions were struck when it became apparent that Calpella would not be an original signer of the original agreement. The changes thus contemplate and provide for Calpella executing the amended and restated agreement and joining the Water Authority without having to amend and restate the JPA a second time.

Key points of the amended and restated agreement remain the same and (Attachment #1) are:

- JPA is a separate legal entity from members and is separately liable for its debts.
- The Agreement creates the Ukiah Valley Water Authority, a Joint Exercise of Powers Authority.
- Other initial members are Millview County Water District and Redwood Valley County Water District.
- Other public agencies may join. (See Section 14).
- UVWA will be run by the Water Executive Committee (Sections 5 and 6).
- Two representatives from each member serve on the Water Executive Committee.
- The Water Executive Committee sets an annual budget for the Combined Water System.
- The Water Executive Committee has the power to set rates and collect levies (Section 6.A).
- The City will provide management and O&M services to the JPA under contract.
- The City will hire any District employees who wish to be.
- City may be asked to provide services to additional non-parties (Section 9).
- The Parties commit to mutual cooperation.
- City to submit Out of Areas Service Agreements to LAFCo for services outside the City and the Districts.
- Districts will support the City Annexation of the entire territory of Districts when allowed by LAFCO law.

- A Party may withdraw with an effective date of July 1st on 90 days' notice. (Section 10).
 - Upon withdrawal, withdrawing Party regains control of its assets; provided, however, that to the extent any asset has been improved for the benefit of other Parties, the withdrawing Party must continue to serve benefitted customers.
 - Absent agreement, assets serving more than one Party remains part of Combined Water System.
 - Grant funding in excess of \$1m leads to change in organization when approved by LAFCO (Section 11.C).
 - Modification of Water Rights (Section 12).
 - Parties will work together to modify their existing water rights to allow for the provision of water service across footprint of UVWA.
 - Robust mediation and dispute resolution provisions (Section 20).
- Key Exhibits
 - Each Party's Water System (Exhibit A - not attached due to large file; can be viewed by request to the clerk).
 - Ukiah's Cost Allocation Plan (Exhibit B - Attachment 2)
 - Placement of District Employees in the City (Exhibit C - Attachment 3).
 - List of Member Agencies (Exhibit D - not attached)
 - Description of the Relevant Parties' Sewer Systems (Exhibit E - not attached)

Recommended Action: Approve the Amended and Restated Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority and authorize the Mayor/City Manager to execute the agreement on behalf of the City, and to make any modifications that do not make material, substantive changes to the agreement, including approval of Exhibits A-E thereto, and if approved reaffirm the continued appoint of Vice-Mayor Crane and Councilmember Orozco as the two representatives to the Ukiah Valley Water Authority.

BUDGET AMENDMENT REQUIRED: NA

CURRENT BUDGET AMOUNT: NA

PROPOSED BUDGET AMOUNT: NA

FINANCING SOURCE: NA

PREVIOUS CONTRACT/PURCHASE ORDER NO.: NA

COORDINATED WITH: Council Ad-hoc Crane & Orozco; Sage Sangiacomo, City Manager; David Rapport, City Attorney; Phillip Williams, Legal Counsel.

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): **7a** – Expand sustainable water practices.

GENERAL PLAN ELEMENTS (GP): GP-A1 - Land Use Element, GP-A2 - Economic Development Element; GP-A4 - Public Facilities, Services, and Infrastructure Element; GP A5 - Environment and Sustainability Element

Approved: 
Sage Sangiacomo, City Manager

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") becomes effective on October 1, 2024, the date (the "Effective Date") ~~it is executed on behalf of the last of the Parties to do so in Ukiah, California,~~ among and between the City of Ukiah, a general law municipal corporation (the "City"), Millview County Water District ("Millview"), ~~and~~ Redwood Valley County Water District ("Redwood"), and Willow County Water District ("Willow") ~~all three of which are both~~ County Water Districts formed pursuant to Division 12 of the California Water Code, commencing with Water Code Section 30000) (collectively the "Districts," when referring to Millview, ~~or~~ Redwood, or Willow, and the "Parties," when referring to the Districts and the City, and individually a "Party"), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California. Upon execution by the Parties, this Agreement supersedes that previously-executed Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority entered between Ukiah, Millview, and Redwood on April 1, 2024.

RECITALS:

1. The Parties are each empowered by law to acquire real property, construct, equip, staff, maintain, operate and lease public and private improved and unimproved real and personal property and related facilities, including, but not limited to, water sources and water rights, to provide water and wastewater collection and treatment services, set and collect fees for service, including connection fees and fees for permits and other purposes, and to borrow funds for said purposes. Each of the Parties is authorized and obligated to deliver a clean, safe, and reliable water supply to its customers and constituents.
2. Each of the Parties is a public agency, as defined in the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the "JEP Act") at Government Code Section 6500, authorized and empowered to contract for the joint exercise of common powers under the JEP Act.
3. The JEP Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement, including, but not limited to, the authority to levy a fee, assessment, or tax. Under Government Code Section 6502, it shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised.
4. The Parties recognize the benefits to each and all of them that will result from the coordinated use of their respective water resources and water systems before or without formal annexation or consolidation of the Parties into a single agency. The Parties enter into this Agreement to immediately maximize use of their respective and collective existing resources, create cost-saving opportunities, reduce duplication, maintain local control, and continue to deliver water services at a high level of service for the benefit of their customers and constituents.
5. The Parties desire to, and by this Agreement do, create a joint powers authority pursuant to the JEP Act that is named the Ukiah Valley Water Authority ("UVWA").
6. The Parties recognize the benefits to each and all of them that will result from the immediately combined administration, operation, and maintenance of their respective water systems as a single and integrated water system before or without formal annexation or consolidation of the Parties into a single agency. The Parties intend this Agreement in part to enable UVWA's receipt of much-needed State funding to improve and integrate water system infrastructure across the Parties' respective service areas. As any such funding becomes available, the Parties recognize UVWA or another local government agency will be responsible for obtaining and allocating

such funds and implementing projects and improvements and integrating the Parties' respective water systems into a Combined Water System.

7. The Parties recognize that the coordination of water resources and combination of water services as provided for in this Agreement will require the City to seek changes in organization as provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "CKH Act") and which changes in organization may need to be approved by the Mendocino Local Agency Formation Commission, and other local agencies.

8. The Parties desire to accomplish the aforesaid purposes by jointly exercising their common powers in the manner set forth in this Agreement.

9. The Parties have determined that the goal of this Agreement shall be to combine and coordinate the operations of their respective water systems to obtain efficiencies not otherwise available by operation as a Combined Water System in accordance with the terms of this Agreement before or without formal annexation or consolidation of the Parties into a single agency, except as the law may otherwise require, as they may otherwise subsequently agree, or as this Agreement provides otherwise.

10. Each Party shall retain ownership of its respective system as it exists on the Effective Date or as it may be modified, added to, or enlarged in the future, unless and until a change of organization affecting such ownership is approved pursuant to the CKH Act or other law, as may be required as a condition of grant funding.

11. Among the assets the Parties bring to the Combined System are water rights. Nothing in this Agreement shall be interpreted to transfer such a water right from a Party to UVWA or to another Party; any such transfers shall occur in the manner required by law. Other than as expressly addressed herein, this Agreement shall not be interpreted to require the use of a water right other than as currently permitted by law. Similarly, some assets are subject to liens for debt and other such claims. Nothing in this Agreement shall require or authorize any act in contravention of such third-party rights. However, it is the goal of this Agreement to achieve a Combined Water System and to obtain the right to serve water throughout the combined service areas of the Parties without respect to its source.

12. The approval of this Agreement is not a project subject to the California Environmental Quality Act (CEQA) because it does not require more than the operation of the Parties' respective Water Systems to serve their existing customers and will therefore have no reasonably foreseeable impact on the environment. (State CEQA Guidelines section 15378(b)(2), (4), (5); section 15061(b)(3) [the "common sense" exemption].) However, the implementation of this Agreement will likely involve "projects" within the meaning of CEQA, such as annexations under the Cortese-Knox-Hertzberg Act, the construction of water utility infrastructure, and the amendment of water rights. It is not presently possible to accurately foresee the details of such projects and evaluation of their impacts now would be unduly speculative. Accordingly, review of the environmental impacts of such projects is therefore appropriately undertaken when those projects are proposed, and their details better known. Such review shall be informed by applicable law, including these CEQA exemptions: CEQA Guidelines sections 15301 (existing facilities), 15302 (replacement or reconstruction), 15303 (new construction or conversion of small structures), 15319 (annexations of existing facilities), and 15320 (changes in organization of local governments).

AGREEMENT:

Based on the foregoing Recitals, which are incorporated in this Agreement by this reference, and the terms and conditions set forth below, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as follows:

Section 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings indicated below unless the context shall plainly require otherwise:

“Collaborate” is defined in Section 5.B.4 below.

“Combined Water System” means two or more Parties’ Water Systems and all the components thereof as may be altered, improved, constructed, or added to after the date the respective Party executes this Agreement, which have been operationally integrated in the performance of this Agreement.

“Effective Date” is defined in the introductory paragraph above.

“Legislative Body(ies)” means each District’s Board of Directors and the City Council of the City.

“Representative” means a member of a Party’s Legislative Body appointed by that Legislative Body to serve on the Water Executive Committee.

“Revenues” means any and all revenues produced by the Combined Water System, [a Sewer System](#), and/or other operations authorized in this Agreement, including, but not limited to, revenues from fees and charges described in Sections 6.A.3, 6.A.4 and 6.A.5.

“Services” means the City’s exercise of the joint powers conferred by this Agreement pursuant to Section 6.

“Services Start Date” means [on or around January 1, 2025, or as determined by the Water Executive Committee](#)~~the first July 1 after the Effective Date unless the City and the Water Executive Committee otherwise agree in writing.~~

“Sewer System” means [a Party’s infrastructure, components, and parts which are owned, operated, and/or used by that Party to capture, treat, deliver, and/or manage sewage as provided for by law, which the Party has requested the Water Executive Committee to manage, operate, and/or own. Should a Party request the Water Executive Committee to manage, operate, and/or own that Party’s Sewer System, that requesting Party shall provide a description of its Sewer System as of the date it makes the request. The description of the Sewer System shall be included under Exhibit E upon the Water Executive Committee’s agreement to accept the request. Rolling stock and other tangibles any Party uses to provide the Services do not constitute part of any other Party’s Sewer System.](#)

“Water Executive Committee” means the body comprised of two Representatives from each Party and the duties, authorities, and responsibilities of which as to the Combined Water System are defined in this Agreement.

“Water System” means a Party’s infrastructure, components, and parts which are owned, operated, and/or used by that Party to capture, treat, deliver, and/or manage water for any use provided for by law. A description of each Party’s respective Water System as of the Effective Date [or the date it entered this Agreement](#) is attached

hereto as Exhibit A. Rolling stock and other tangibles the City uses to provide the Services do not constitute part of any other Party's Water System.

"Water System Enterprise Fund" means the fund or funds established by the City to account for receipts and expenditures, assets, and liabilities for the Combined Water System in which all such Revenues are accounted.

Section 2. UVWA's MANNER OF EXERCISE OF POWERS.

- A. UVWA is a public entity separate from the Parties.
- B. The City shall file with the Secretary of State, State Controller, and the Mendocino Local Agency Formation Commission a notice in accordance with Government Code Sections 6503.5 and 6503.6, and shall file notices, as appropriate, in accordance with Government Code Section 53051 promptly following the Effective Date and upon any amendment to this Agreement. The City shall file a further report under Government Code Section 53051 upon each change in the membership of the Water Executive Committee.
- C. For purposes of Government Code Section 6509, UVWA shall exercise its powers subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Ukiah, a general law city.

Section 2.1. OFFICERS, EMPLOYEES AND AGENTS; IMMUNITIES.

- A. Any UVWA officer, employee, or agent may also be an officer, employee, or agent of any Party with the consent of all Parties. The Water Executive Committee's approval of the appointment or employment of such a person shall constitute a determination that the two positions are compatible.
- B. All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of officers, agents, or employees of a Party when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and duties under this Agreement.
- C. No officer, agent, or employee directly employed by UVWA, if any, shall be deemed, by reason of that employment, to be employed by any Party or to be subject to any of the requirements of any Party.

Section 2.2. LIABILITIES; PENSION LIABILITY.

- A. UVWA's debts, liabilities, and obligations shall be its debts, liabilities, and obligations alone and not those of the Parties except as they may otherwise agree by written contract.
- B. During the effectiveness of Government Code Section 6508.2 or other law imposing liability on the Parties for unfunded liabilities due the California Public Employees' Retirement System or another pension provider to be paid upon termination of this Agreement and dissolution of UVWA, the Parties agree that any such liability shall be apportioned among them as they shall agree in writing when a contract with Cal PERS is approved or, failing such agreement, in proportion to the rate revenue from customers within the territory of each Party in the last fiscal year for which audited financial reports exist when the determination is made.

Section 2.3. EXERCISE OF JOINT POWERS.

This Agreement is made pursuant to the JEP Act to permit the joint exercise of powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating the Combined Water System and any Sewer System. Such purpose will be accomplished, and common powers exercised, in the manner set forth in this Agreement. The Parties may use the designation "Ukiah Valley Water Authority" to identify the provision of the services provided under this Agreement, including those on equipment, uniforms, buildings, letterhead, phone, and other directories. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

Section 3. TRANSITION OF SERVICES AND SERVICE LEVEL.

Section 3.1. TRANSITION OF SERVICES FROM WILLOW.

The Parties acknowledge that Willow provides water services to other agencies, including Millview, Redwood, and agencies not a Party to this Agreement. The Parties intend through this Agreement to transition performance of services to these agencies from Willow to Ukiah and to do so in accordance with existing agreements. The services Willow provides to these agencies may be controlled by written agreement, and the Parties agree to take reasonable steps to transition the services to Ukiah in such a way as to limit impacts to water users currently served by Willow due to the transition of services, including the City providing Services to these other agencies on terms reasonably acceptable to the parties.

Section 3.2. SERVICE LEVEL.

Commencing on the Services Start Date, the City shall provide the Services to allow efficient, coordinated operation of Combined Water System and any Sewer System inclusive of wells, storage facilities, pump stations, treatment facilities, distribution systems, and related managerial and administrative services and water rights, to the extent and in the manner consistent with this Agreement and annual budgets approved by the Water Executive Committee.

Section 4. TERM.

This Agreement shall commence on the Effective Date and shall be binding upon the Parties, and shall continue in full force and effect until such time as the Parties agree to terminate the Agreement as set forth in Sections 10 or 11, or only one Party to the Agreement remains due to annexations, other changes of organization under the CKH Act, or other reasons. A Party may withdraw from this Agreement as provided in Section 10 below.

Section 5. WATER EXECUTIVE COMMITTEE.

A. The Water Executive Committee shall perform the duties set forth in Section 6.

B. MEETINGS OF THE WATER EXECUTIVE COMMITTEE.

1. The Water Executive Committee shall establish a schedule for its regular meetings, which must be at least monthly. The Water Executive Committee may call special meetings, as may be needed from time to time, and/or may cancel regular meetings if deemed appropriate.
2. A majority of the Water Executive Committee's members shall constitute a quorum for the transaction of business. A majority vote of the Water Executive Committee's members is required to take action,

although a lesser number may adjourn for lack of a quorum.

3. The Water Executive Committee shall comply with the Ralph M. Brown Act, Gov. Code sections 54950, *et seq.*
4. For those duties of the Water Executive Committee requiring collaboration, “collaboration,” “collaborate,” or “collaborative” shall mean the meaningful and timely process of the Representatives each seeking, discussing, and carefully considering the information and views of each Party in a manner that is cognizant of all Parties’ values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the Representatives shall be conducted in a way that is mutually respectful of each District’s authority and responsibilities as a County Water District and the City’s authority and responsibilities as a general law city, and shall consider the views of a Party as expressed by its Representatives. A Representative need not engage in dialog with Legislative Bodies other than his or her own appointing authority.

C. PARTY APPOINTMENT AND VOTING RIGHTS OF MEMBERS. Each Party shall appoint two members from its legislative body to serve on the Water Executive Committee. Each Party shall have two seats on the Water Executive Committee, and each member of the Water Executive Committee shall have one vote, with these exceptions:

1. If a member is the sole representative of a Party at a meeting due to an absence ~~or vacancy~~, he or she may cast all votes that Party is authorized to cast; provided, however, that the absent representative has attended at least three-quarters of the regular meetings held by the Water Executive Committee that calendar year.
2. If a Party merges or consolidates into another, the successor agency shall acquire the votes of the merged or consolidated agency. So, for example, if a District is merged into the City, the City shall hold its own votes and the votes previously assigned that District.

D. TIE VOTES. Any tie vote of the Water Executive Committee shall be resolved as provided in Section 20 below unless the Water Executive Committee otherwise directs at the meeting at which the tie vote occurs.

Section 6. POWERS AND DUTIES OF THE WATER EXECUTIVE COMMITTEE.

A. DUTIES. The Water Executive Committee shall be the governing body of UVWA. The Water Executive Committee shall take any and all actions within the authorities specified in this Agreement which are necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:

1. To prepare and adopt budgets for the Water System Enterprise Fund in accordance with all applicable legal requirements. The budgets shall include the annual expenses for the Services, including, but not limited to, costs of administration, operation, maintenance, repair of, and capital improvements to, the Combined Water System, including those included in Capital Improvement Plans, debt service on bonds, and any other costs of providing the Services;
 - a. To create and manage additional enterprise funds, and to prepare and adopt budgets for any such additional enterprise funds in accordance with all applicable legal requirements;
 - ~~+~~ b. The budgets shall include the annual expenses for the Services, including, but not limited to, costs of administration, operation, maintenance, repair of, and capital improvements to, the Combined Water System or any Sewer System, including those included in Capital Improvement Plans, debt service on bonds, and any other costs of providing the Services;
2. To set rates to fund the Services in accordance with all applicable legal requirements, including the procedural and substantive requirements of California Constitution, Article XIII D, Section 6

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(“Proposition 218”) for property-related fees charged for the services of the Combined Water System or any Sewer System, which rates shall be adopted with the same notice and right to object or protest provided to City and District ratepayers except as the law may otherwise require;

~~2.3.~~ Such rates may be adopted as to zones which reflect the boundaries of ~~a Party one or more Parties (a “Rate Zone”)~~ and shall neither exceed the reasonable cost of service provided to any such zone nor require ratepayers in one zone to subsidize the cost to serve another zone. In order to create a Rate Zone, and notwithstanding Section 5(C)(1), every voting member of a Party creating a Rate Zone for that Party must vote in a regular meeting of the Water Executive Committee to authorize the creation of a Rate Zone; provided, however, that any such rate in a Rate Zone so created shall neither exceed the reasonable cost of service provided to any such Rate Zone nor require ratepayers outside the Rate Zone to subsidize the cost of service inside the Rate Zone. To the extent rates cannot cover the cost of service in a Rate Zone, the difference must be covered by grants, discretionary revenues, or other non-rate revenues. In particular, and without narrowing the foregoing, the Water Executive Committee’s ratemaking in compliance with Proposition 218 and other law shall account for assets each Party brings to this Agreement as depicted in Exhibit A and will not charge that Party’s customers to recreate the remaining utility of those assets;

~~3.4.~~ To establish connection and/or capacity fees for the temporary or permanent connection of residential, commercial, and industrial users to the Combined Water System or any Sewer System except as the law may otherwise require;

~~4.5.~~ To establish any other taxes, assessments, fees, or charges reasonably necessary to provide the Services, including fees for permits or inspections, provided that all such fees shall comply with this Agreement and applicable provisions of Proposition 218 and California Constitution, Article XIII C, section 1, subdivision (e) (“Proposition 26”), and other applicable law;

~~5.6.~~ To adopt ordinances and regulations enforceable within the jurisdictional boundaries of each Party governing the Combined Water System or any Sewer System and service to its users as required, and to the extent authorized, by law as necessary to provide the Services. The Parties shall collaborate to avoid conflicts or inconsistencies between ordinances or regulations adopted by a Party and ordinances or regulations adopted by the Water Executive Committee pursuant to this Agreement. No Party shall have any duty to enforce an ordinance or regulation other than its own; ~~and~~

~~6.7.~~ To maximize the availability of water to meet the collective needs of the Parties within the boundaries of each Party through the use of the collective water rights and supplies of each Party, subject to the terms and conditions of Section 12 of this Agreement; and

~~7. All customers of the Parties, including agricultural customers, either before, after or absent consolidation or merger into the Combined Water System, shall have the same right and entitlement to water supplies and service that they enjoyed before the effective date of this Agreement, without discrimination or limitation. This reflects, but is not intended to alter, the legal principle that acquisition of a water supply on which users rely is subject to a duty to continue to serve them. (E.g., *Durant v. City of Beverly Hills* (1940) 39 Cal.App.2d 133.)~~

8. To accept grants, loans, and subventions which the Water Executive Committee shall appropriate consistently with the terms of those grants, loans, and subventions; applicable law, and the goal of this Agreement as reflected in the Recitals above.

B. AUTHORITIES, RIGHTS, AND ENTITLEMENTS RETAINED BY THE PARTIES AND THEIR CUSTOMERS.

1. Notwithstanding the foregoing, the Parties retain all their respective authorities to the extent the exercise of those authorities does not directly conflict with the duties and authorities granted to the Water Executive Committee. No Party shall exercise its authorities in a way that directly contravenes the purposes of this Agreement.

2. All customers of the Parties, including agricultural customers, either before, after or absent

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consolidation or merger into the Combined Water System, shall have the same right and entitlement to water supplies and service that they enjoyed before the effective date of this Agreement, without discrimination or limitation. This reflects, but is not intended to alter, the legal principle that acquisition of a water supply on which users rely is subject to a duty to continue to serve them. (E.g., *Durant v. City of Beverly Hills* (1940) 39 Cal.App.2d 133.)

Section 7. KEY MANAGEMENT SERVICES.

The City shall provide the Services described in this Section 7 commencing on the Services Start Date. To provide the Services described herein, the City shall hire all the Districts' respective employees with a start date of no earlier than the Service Start Date. The employees of the Districts who wish to continue employment and the bargaining unit of the City to which each will be assigned are identified in Exhibit C to this Agreement. The City hereby waives the right to subject these new employees to probationary periods. Those employees' rights vis-à-vis the City will otherwise be governed by the City's collective bargaining agreements with its bargaining units; its current policies, procedures, and ordinances; and applicable law. The management and personnel services identified in Subsections A and B below ("Key Management Services") shall be provided by the City in accordance with this Agreement. All references to the Water Executive Committee and the Combined Water System shall include any Sewer System.

A. OPERATION AND MAINTENANCE OF THE COMBINED WATER SYSTEM.

1. Other than duties and obligations of the Water Executive Committee, and in consultation with the Water Executive Committee, the City shall provide general administration, operation, and oversight of UVWA all in accordance with this Agreement, applicable statutes, regulations, and applicable ordinances, adopted by the Water Executive Committee consistently with this Agreement. The following are examples of activities and deliverables the City shall provide in performing under this Agreement:
 - a. Read the meters in the service area;
 - b. Perform all necessary sampling, including for purposes of water quality;
 - c. Complete all required and routine reports;
 - d. Respond to all service calls;
 - e. Schedule a minimum of one on-call service personnel to respond to all after-hours and weekend calls in all service areas covered by this Agreement and/or any contract authorized under this Agreement; and
 - f. Any other levels of service as requested by the Water Executive Committee and funded in the annual budget.
2. Other than duties and obligations of the Water Executive Committee, and in consultation with the Water Executive Committee, the City may exercise on behalf of the Parties the following powers, and any other powers exercised by a general law city, as needed to perform under Section 7.A.1:
 - a. To manage, operate, maintain, and repair the Combined Water System, including any buildings, works or improvements comprising part of the systems and located either inside or outside the boundaries of the Parties, in accordance with sound engineering and accounting practices and with all applicable local, state, and federal laws and regulations; provided that the City and UVWA need not enforce any local ordinances but their own;
 - b. To implement the budgets approved by the Water Executive Committee.
 - c. The City cannot increase the total amount of the approved expenditure budget without prior approval of the Water Executive Committee, except as: (i) warranted for an urgent and/or emergency provision of water or sewer service which shall be reported to the Water Executive Committee before its next regular meeting following the expenditure of the funds;

- or (ii) to services within the City to be funded by rates levied for those services or other City revenues;
- d. To contract for the provision of personal or professional services in connection with providing Services;
 - e. To enforce ordinances and regulations of the Combined Water System for the Parties and UVWA, including the use of the Combined Water System;
 - f. To bill for and collect revenue measures established under this Agreement, including the authority of a general law city to terminate water service or other utility services contained in the same bill for nonpayment in accordance with the Public Utilities Code;
 - g. To allocate and assign water rights and water supplies of each Party within the boundaries of the Parties, as necessary for the efficient and cost-effective supply of water to the customers of the Parties, subject to the terms and conditions of Section 12 of this Agreement.
 - h. With the approval of the Water Executive Committee and at City's sole election, to use any statutory power available to the City under the JEP Act and any other applicable laws, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any Services of the City under Section 7, and to borrow from any source including, without limitation, the federal or state governments, for these purposes:
 - 1. To contract for the provision of personal or professional services in connection with providing the Services for the Parties;
 - 2. To contract for the installation or construction of capital improvements to the Combined Water System;
 - 3. To acquire, lease, hold, and dispose of such equipment as may be reasonably necessary or appropriate to the proper operation, maintenance, administration, and management of the Combined Water System or the provision of Services;
 - 4. To file reports associated with the operation, maintenance, administration and management of the Combined Water System and the provision of Services;
 - 5. To implement all requirements of laws and ordinances, applicable to the provision of Services, including, but not limited to, permitting, inspections, monitoring, reporting, and enforcement activities; and
 - 6. To provide City staff or contractors to support UVWA or the Parties in performing functions and responsibilities as requested by the Water Executive Committee.

B. FINANCIAL AND GENERAL SERVICES.

- 1. The City agrees to provide the Services to UVWA and the Parties for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as the City reasonably deems necessary to provide the Services at the level requested by the Water Executive Committee and as can be funded by the budget approved by the Water Executive Committee.
- 2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless the City and the Water Executive Committee otherwise agree in writing. The City shall perform procurement, contracting and personnel services in accordance with laws applicable to California cities, including, but not limited to, the Uniform Construction Cost Accounting Act. The City is not performing these services as the Parties' agent, but as a service provider, and the Parties agree that the City does not assume a fiduciary duty to the Parties in the performance of these financial and general services. Nor need the City provide Services beyond what can be funded by the budget approved by the Water Executive Committee.

3. The Parties shall compensate the City for the Services consistently with the annual budget approved by the Water Executive Committee. The City shall have the right to withhold performance of a particular level of service if it considers the funding in an approved budget insufficient to cover the City's cost in providing that level of service; provided, however, that nothing in this sentence detracts from the City's obligation to maintain service as provided in Section 6.A.7 of this Agreement.
4. The City's cost to provide the Services includes indirect costs, such as general administration and overhead. Unless the City and the Water Executive Committee agree otherwise in writing, the City shall charge indirect costs of the Services consistently with Exhibit B.

Section 8. MUTUAL COOPERATION.

- A. OUT OF AREA SERVICE AGREEMENT ("OASA"). The City may prepare OASAs on the recommendation of the Water Executive Committee to serve areas outside the boundaries of the Parties but within the City's sphere of influence, where development could occur with the provision of water services. The City shall submit such OASAs to the Water Executive Committee for review and approval before filing with LAFCo. This Agreement and any OASA-related tax sharing agreement with Mendocino County shall be attached to and incorporated by reference into any OASA submitted to LAFCo under this Agreement.
- B. As long as this Agreement remains in effect and the Parties comply with Sections 8 and 10.B, the City agrees that it will not apply to LAFCo for detachment of District Parties' territory from the Districts' boundaries when that territory is annexed to the City unless and until all of the territory of a District is annexed to the City.
- C. The Districts agree to support City Annexations and to work cooperatively with the City regarding revisions to the City's General Plan, Municipal Service Review ("MSR") and Sphere of Influence ("SOI") necessary or advisable to enable City Annexations and not to propose or seek LAFCo approval for or support proposed provisions in a District's MSR or SOI that would inhibit, conflict with, or prevent such City Annexations and/or reorganizations, as described in this Agreement.
- D. Pursuant to Government Code Section 57105 or other applicable provisions of state law, the Districts will support LAFCo either designating a District as a subsidiary district of the City or merger of a District with the City at such time as 70% or more of registered voters in a District are within the City limits and 70% of the area of land within a District is within the City's jurisdictional boundaries or when those reorganizations are otherwise authorized by state law.
- E. The Districts will support and cooperate with the City in seeking legislation to amend the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH Act") to authorize merger of a District with the City or the establishment of a District as a subsidiary district of the City when 70% or more of registered voters in a District are within the City limits without regard to the area of a District's land that is within the City.

Section 9. SERVICES TO OTHER AGENCIES.

The Water Executive Committee may recommend that the City provide water services to agencies not party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties or upon execution of a contract authorized by all Parties. The charges for such services shall be determined by the Water Executive Committee in accordance with the budget provisions of this Agreement. The City retains the power to provide services to other agencies on terms of its choosing provided that its doing so does not impair its ability to provide the Services.

Section 10. WITHDRAWAL; TERMINATION.

- A. A Party may withdraw from this Agreement with a July 1st effective date on 90 days' notice to the Water Executive Committee and all Parties. Such withdrawing Party shall perform all obligations under this Agreement until the agreed upon date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations, arising before the withdrawal date, even after the date of withdrawal.
- B. Upon withdrawal from UVWA, a departing Party shall regain control of, and responsibility for, its Water System as it existed as of the Effective Date, to the extent feasible. The Parties acknowledge that a Party's Water System as of a withdrawal date may differ from that in existence on the Effective Date. Any infrastructure, such as tanks, pipes, pumps, treatment facilities, and water rights, that UVWA uses only to serve that Party shall be the withdrawing Party's property as of the withdrawal date. If any infrastructure serves more than one Party, the withdrawing Party shall recover ownership and control of that infrastructure upon agreement of the other Party or Parties it serves, but will remain obligated to serve all customers of other Parties served by such infrastructure and water supplies at the time of withdrawal, with appropriate compensation paid by UVWA or the Part(ies) benefitted by such service. Absent such agreement, infrastructure serving more than one Party shall remain part of the Combined Water System and operated by the City until the Parties served by that infrastructure reach an agreement or the dispute is resolved pursuant to Section 20 of this Agreement or otherwise.
- C. In negotiating the disposition of infrastructure which serves more than one Party, these general principles shall inform discussion:
 - 1. The primary obligation shall be to provide uninterrupted service to all customers of the Combined Water System.
 - 2. All other things being equal, a withdrawing Party should resume possession and control of infrastructure which was part of its Water System on the Effective Date.
 - 3. Any infrastructure acquired, constructed, or improved with grant or other funds available only by virtue of this Agreement should not be separated from the Combined Water System unless it is necessary to do so to allow a Party to withdraw and will allow both uninterrupted service to all customers of the Combined Water System and compliance with grant, loan, and other conditions on the use of the infrastructure.

Section 11. DISSOLUTION/REORGANIZATION.

- A. The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the Parties unanimously agree to terminate it. If the Parties have accumulated any assets relating to the shared management of water services before termination, such assets shall be distributed among the Parties in proportion to their respective contributions, unless the Parties agree otherwise. Any dispute as to the disposition of such assets shall be resolved as provided in Section 20 of this Agreement.
- B. The CKH Act shall govern any change of organization or reorganization of a District. This Agreement is intended to allow for the administration and operation of a Combined Water System on behalf of the Parties, until:
 - i. City annexations result in 70% of a District's territory and 70% of the registered voters of a District being within the City's limits; or

- ii. satisfaction of other provisions of the CKH Act or other provisions of state law authorize a merger of the District with the City or establishing the District as a subsidiary district of the City;

in which event this Agreement will be deemed to be the affected Parties' joint request to LAFCO, pursuant to Government Code Sections 56078 and 57105, to either merge the District with the City or establish the District as a subsidiary district of the City with the City Council serving as the Board of Directors of the District.

- C. If any of the Parties to this Agreement receives grant funding of \$1,000,000 or more to develop capital assets to serve more than one of those Parties, the City shall apply to LAFCO to combine the Parties to benefit from the capital asset into a new or existing public entity to own and operate that asset, if and as required by the terms of the grant. If the Cortese-Knox-Hertzberg Act does not authorize the City to make the application, the City shall invite LAFCO to exercise its own authority to initiate the change of organization. Each of the Parties to this Agreement agrees to support such a change of organization and, by making this Agreement, authorizes the City to propose such changes of organization on its behalf.

Section 12. TRANSFER, MODIFICATION, AND USE OF WATER RIGHTS.

To achieve the goal of applying and using the water rights of all Parties collectively to serve the customers of all Parties, and the eventual customers of the Combined Water System, without limit or restriction, and in recognition of the eventual need to operate, maintain, and administer the Parties' water resources and transmission and treatment systems as a Combined Water System, the Parties agree to the following:

- A. Within 60 days of the execution of this Agreement, each Party shall identify and disclose (1) all water rights it currently holds and uses, (2) how it must modify or amend the water rights to allow a Combined Water System to use the water rights, (3) to the extent possible, the process and procedure each Party must undertake to allow a different entity to use of the water rights as part of a Combined Water System, including any necessary approvals, and (4) a plan and estimated time period to modify and transfer such water rights.
- B. The Parties shall take any and all actions which are necessary and appropriate to modify, amend or transfer the water rights of the Parties to UVWA, the City, or other entity that will own or operate the Combined Water System, for the collective use of such water rights within the service areas of all Parties, if possible. Each Party shall support and cooperate with the other Parties to effectuate the modification, amendment to, or transfer of, its water rights, including, but not limited to, granting approvals, signing agreements, meeting and working with local and state officials and regulators, responding to and defending against protests, objections, and legal challenges to the modification, amendment, or transfer of water rights, and the Parties agree to separately or collectively conduct and support any required environmental review in support of the modification, amendment to, or transfer of, the water rights of the Parties.
- C. While the Parties are undertaking efforts to modify, amend, or transfer their water rights, each Party will, as necessary to effectuate the purpose of this Agreement and to the extent feasible, allow its water rights to be used collectively, even if on a temporary or short-term basis, by the Combined Water System. Each Party, however, will still have the primary right and authority to continue to use its respective water rights within its current service areas and for the benefit of its current customers, up to the time that the rights are transferred to, or obtained for the benefit of, the Combined Water System.

- D. The Parties agree to initiate, fund, and pursue all efforts necessary to modify, amend, or transfer the water rights of the Parties for use in the Combined Water System, but UVWA and all Parties will ultimately be responsible for costs, expenses and fees associated with and arising out of such efforts, and the Parties will have the right to seek reimbursement from UVWA for recovery of such costs, expenses, and fees.
- E. If a Party withdraws from this Agreement, the Agreement is terminated, or the Combined Water System ceases to function or exist, the affected Party or Parties will retain all of its or their water rights, or if necessary the rights shall revert to the original right holder, and the Parties will take any and all actions which are necessary and appropriate and shall support and cooperate with the other Parties to return or restore the water rights to the Party that formerly held such rights. The water rights of a withdrawing Party shall remain dedicated and committed to the Combined Water System until the later of the withdrawal date or the date those rights may be lawfully used by the withdrawing Party alone.
- F. Notwithstanding any other provision of this Agreement, the Parties agree, represent, and confirm that they will endeavor to and will take any and all reasonable and necessary steps to ensure that the customers of each Party will continue to receive a clean, safe, and reliable water supply at all times, without delay or disruption.
- G. Notwithstanding the foregoing, this Agreement does not and shall not be interpreted to authorize or require the use of a water right or related asset other than as permitted by law, nor shall this Agreement require or authorize any act in contravention of any third-party rights, to the extent any of the water rights or other assets of the Parties are subject to liens for debt and other such claims.

Section 13. AMENDMENT TO AGREEMENT.

The Water Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Water Executive Committee shall forward a proposed amendment with its recommendation to the legislative body of each Party. The proposal shall be adopted, properly executed, and returned to the Water Executive Committee if the Party approves the amendment. This Section 13 shall not prevent the Parties from adopting an amendment to this Agreement that is not recommended by the Water Executive Committee.

Section 14. ADDITIONAL PARTIES TO THE AGREEMENT.

A public agency, as that term is defined in the JEP Act (Government Code section 6500), located in Mendocino County may become a Party to this Agreement upon:

1. Its approval [by written resolution](#) and execution of this Agreement as required by law, and;
2. Approval of the Water Executive Committee [by written resolution](#).

[Exhibit D to this Agreement shall reflect the public agencies which are a Party to this Agreement and shall be updated as appropriate to reflect current membership.](#)

Section 15. NOTICES.

Whenever notice or other communication is permitted or required by this Agreement, it shall be deemed given when (i) personally delivered or (ii) when received, if delivered by overnight courier or email (if email receipt is acknowledged in writing), or (iii) 48 hours after it is deposited in the United States mail with proper first-class postage affixed thereto and addressed as follows:

To City: City of Ukiah
Attn: Mayor and City Manager
300 Seminary Ave.
Ukiah, CA 95482
Email: swhite@cityofukiah.com

To Millview County Water District: Millview County Water District
Attn: Mr. Tim Prince
151 Laws Ave.
Ukiah, CA 95482
Email: jwalker@willowcwg.org

To Redwood Valley County Water District: Redwood Valley County Water District
Attn: Mr. Tom Schoeneman
151 Laws Ave.
Ukiah, CA 95482
Email: jwalker@willowcwg.org

To Willow County Water District: Willow County Water District
Attn: Mr. Gary Nevill
151 Laws Ave.
Ukiah, CA 95482
Email: jwalker@willowcwg.org

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A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

Section 16. SEVERABILITY.

Except as otherwise provided in this Section 16, should any part, term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any state or federal law, or otherwise be rendered unenforceable or ineffectual, including by amendment or repeal of a statute, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Parties intended to enter into in the first instance. The City's promise to provide Services is dependent on and not severable from the validity and enforceability of Sections 7, 8 and 10.B.

Section 17. HOLD HARMLESS AND INDEMNITY.

To the fullest extent permitted by law, each of UVWA and the Parties (the "Indemnifying Party") agrees to save, indemnify, defend and hold harmless UVWA and each other Party and its officers, agents and employees ("Indemnified Parties") from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including reasonable and actual attorney fees and costs, court costs, interest, defense costs, and expert witness fees, which arise out of, or are in any way attributable in whole or in part to, negligent or intentional acts or omissions of an Indemnifying Party or its employees except such losses as arise from the sole negligence or intentional act of an Indemnified Party.

Section 18. LEGAL REPRESENTATION AND ADVICE.

In the course of performing this Agreement, each Party shall seek legal advice from its own counsel. If a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation and the representation is permitted by the Rules of Professional Conduct of the California State Bar. In that event, the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties to be bound.

Section 19. INSURANCE.

- A. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations; provided funding is provided in a budget approved by the Water Executive Committee to pay the premiums for said insurance or the Water Executive Committee elects to provide insurance coverage for all Parties. While the City provides the Services pursuant to Section 6 of this Agreement under rates adopted pursuant to Section 5: (i) no District need fund insurance at its own expense and (ii) the Water Executive Committee shall maintain or, at its option, fund directors and officer's liability coverage for each of the Districts.
- B. Without in any way affecting the indemnity herein provided and in addition thereto, unless the Executive Committee provides insurance to cover the Parties, each Party shall secure and maintain throughout the Agreement the following types of insurance:
 1. WORKERS' COMPENSATION.

A program of Workers' Compensation Insurance or a state-approved self-insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement. This coverage may be waived if a Party's legislative body certifies that the Party has no employees and does not treat volunteers as employees for worker's compensation purposes.
 2. COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE.

This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00). This requirement can be waived by the Water Executive Committee, if the Board of Directors of a District certifies that it has no vehicles and that no non-owned, uninsured vehicles are used on District business.
 3. ADDITIONAL NAMED INSURED.

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, and agents as additional named insureds with respect to liabilities arising out of each Party's performance hereunder.
 4. POLICIES PRIMARY AND NON-CONTRIBUTORY.

All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

Section 20. MEDIATION AND DISPUTE RESOLUTION.

- A. Except as otherwise provided in Sections 10.B and 11.A, if (1) any dispute arises at any time between or among the Parties regarding interpretation or implementation of this Agreement that does not concern a decision of the Water Executive Committee, or (2) if a minority of members of the Water Executive Committee file a written appeal with the Water Executive Committee within 14 days of a decision or action of the Water Executive Committee, or (3) if one or more Parties fails or refuses to follow the order or direction of the Water Executive Committee or breaches this Agreement, the Parties will, in the first instance, attempt in good faith to meet to discuss and informally resolve the dispute through their representatives or their designees. The Parties must give written notice of the existence and subject of a dispute, which notice shall commence the dispute resolution process of this Agreement.
- B. If, within 30 days of service of notice of a dispute, the Parties cannot resolve the disputed issue through informal mediation, unless extended by mutual agreement of all Parties, the matter shall be submitted to JAMS, or a comparable mediation service, or a mutually agreeable mediator, for formal mediation by a single mediator who should have technical or legal expertise or experience with water resources and supplies, utility services, or local government agencies. The mediator will be selected by unanimous consent of the Parties, but if unanimous consent cannot be obtained, the mediator will be selected at random from a list of mediators maintained by the Water Executive Committee based on the qualifications set forth in this paragraph.
- C. Any Party may commence formal mediation by providing to the mediator and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. If the formal mediation process has not concluded or has not resolved the dispute within 60 days of a written request for mediation, the mediation process will be deemed completed, unless the Parties extend the 60-day period in writing.
- D. If the dispute is not resolved by informal or formal mediation, each Party will be free to pursue whatever legal or equitable remedies may be available. No Party shall be permitted to file a legal action without first complying with the requirements of this Section 20. This provision shall not waive or otherwise affect the applicable provisions of law governing claims against a public entity or the applicable statutes of limitation.
- E. The fees and expenses incurred as a result of any dispute resolution activities, including attorney fees, mediator fees and costs, expert costs, and other expenses, shall be borne solely by the Parties involved in the dispute and participating in the mediation. The Parties involved in the dispute will share the mediator's expenses on an equal basis. No Party shall be deemed the prevailing party for purposes of recovery of fees, costs, or expenses.

Section 21. ADDITIONAL DOCUMENTS AND AGREEMENTS.

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 22. SUCCESSORS.

This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 23. WARRANTY OF LEGAL AUTHORITY.

The Parties' Legislative Bodies have each authorized execution of this Agreement, as evidenced by the signatures below. Those who sign below warrant for the benefit of the Parties for which they do not sign that they have actual authority to execute this Agreement and to bind to it the Party for which they sign.

Section 24. ASSIGNMENT / DELEGATION.

No Party shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

Section 25. NO THIRD-PARTY BENEFICIARY.

This Agreement is only for the benefit of UVWA and the Parties as municipal or public entities and shall not be construed or deemed to operate as an agreement for the benefit of any third party and no third party shall have any right of action or obtain any right to benefits or position of any kind by reason of this Agreement.

Section 26. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 27. AGREEMENT CONTROLLING.

In the event of a conflict between the text of this Agreement and any attachment to it, the text shall prevail.

Section 28. ENTIRE AGREEMENT; COUNTERPARTS.

This Agreement, including its attachments, is intended both as the final expression of the Agreement among the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be transmitted electronically and executed in counterparts, each such executed electronic copy shall be admissible for any purpose and in any judicial or administrative proceeding as evidence of the agreement between the Parties. Signatures may be exchanged by emailed pdf or other electronic form with the same force as original signatures.

Section 29. EXHIBITS.

All exhibits to which reference is made are incorporated into this Agreement as though fully set forth at length, whether or not actually attached.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

CITY OF UKIAH

By: _____
_____, Mayor

Approved to Form:

City Attorney

Attest:

Kristine Lawler, City Clerk

MILLVIEW COUNTY WATER DISTRICT

By: _____
_____, Board President

Approved to Form:

District Counsel

Attest:

District Secretary

REDWOOD VALLEY COUNTY WATER DISTRICT

By: _____
_____, Board President

Approved to Form:

District Counsel

Attest:

District Secretary

WILLOW COUNTY WATER DISTRICT

By: _____
_____, Board President

Approved to Form:

District Counsel

Attest:

District Secretary

Exhibits

- A: Each Party’s Water System ~~as of the Effective Date~~
- B: Ukiah’s cost allocation plan ~~in effect as of the Effective Date~~
- C: District Employees to be hired by City and Bargaining Units to which they are to be assigned
- D: List of Parties and Date of Execution or Withdrawal
- E: Description of Parties’ Respective Sewer Systems

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY

EXHIBIT A:
PARTY'S WATER SYSTEMS

Amended

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AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY

EXHIBIT B:
UKIAH'S COST ALLOCATION PLAN

Amended

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY

Amended

EXHIBIT C:
WILLOW COUNTY WATER DISTRICT EMPLOYEES
AND
CITY OF UKIAH BARGAINING UNITS

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY

EXHIBIT D:
LIST OF PARTIES
AND
DATE OF EXECUTION OR WITHDRAWAL

Amended

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY

EXHIBIT E:
DESCRIPTION OF PARTIES' RESPECTIVE
SEWER SYSTEMS

Amended

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**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) becomes effective on October 1, 2024, (the “Effective Date”), among and between the City of Ukiah, a general law municipal corporation (the “City”), Millview County Water District (“Millview”), Redwood Valley County Water District (“Redwood”), and Willow County Water District (“Willow”) all three of which are County Water Districts formed pursuant to Division 12 of the California Water Code, commencing with Water Code Section 30000 (collectively the “Districts,” when referring to Millview, Redwood, or Willow, and the “Parties,” when referring to the Districts and the City, and individually a “Party”), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California. Upon execution by the Parties, this Agreement supersedes that previously-executed Joint Exercise of Powers Agreement for the Ukiah Valley Water Authority entered between Ukiah, Millview, and Redwood on April 1, 2024.

RECITALS:

1. The Parties are each empowered by law to acquire real property, construct, equip, staff, maintain, operate and lease public and private improved and unimproved real and personal property and related facilities, including, but not limited to, water sources and water rights, to provide water and wastewater collection and treatment services, set and collect fees for service, including connection fees and fees for permits and other purposes, and to borrow funds for said purposes. Each of the Parties is authorized and obligated to deliver a clean, safe, and reliable water supply to its customers and constituents.

2. Each of the Parties is a public agency, as defined in the Joint Exercise of Powers Act, Government Code Section 6500, et seq. (the “JEP Act”) at Government Code Section 6500, authorized and empowered to contract for the joint exercise of common powers under the JEP Act.

3. The JEP Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement, including, but not limited to, the authority to levy a fee, assessment, or tax. Under Government Code Section 6502, it shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised.

4. The Parties recognize the benefits to each and all of them that will result from the coordinated use of their respective water resources and water systems before or without formal annexation or consolidation of the Parties into a single agency. The Parties enter into this Agreement to immediately maximize use of their respective and collective existing resources, create cost-saving opportunities, reduce duplication, maintain local control, and continue to deliver water services at a high level of service for the benefit of their customers and constituents.

5. The Parties desire to, and by this Agreement do, create a joint powers authority pursuant to the JEP Act that is named the Ukiah Valley Water Authority (“UVWA”).

6. The Parties recognize the benefits to each and all of them that will result from the immediately combined administration, operation, and maintenance of their respective water systems as a single and integrated water system before or without formal annexation or consolidation of the Parties into a single agency. The Parties intend this Agreement in part to enable UVWA’s receipt of much-needed State funding to improve and integrate water system infrastructure across the Parties’ respective service areas. As any such funding becomes available, the Parties recognize UVWA or another local government agency will be responsible for obtaining and allocating

such funds and implementing projects and improvements and integrating the Parties' respective water systems into a Combined Water System.

7. The Parties recognize that the coordination of water resources and combination of water services as provided for in this Agreement will require the City to seek changes in organization as provided for by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "CKH Act") and which changes in organization may need to be approved by the Mendocino Local Agency Formation Commission, and other local agencies.

8. The Parties desire to accomplish the aforesaid purposes by jointly exercising their common powers in the manner set forth in this Agreement.

9. The Parties have determined that the goal of this Agreement shall be to combine and coordinate the operations of their respective water systems to obtain efficiencies not otherwise available by operation as a Combined Water System in accordance with the terms of this Agreement before or without formal annexation or consolidation of the Parties into a single agency, except as the law may otherwise require, as they may otherwise subsequently agree, or as this Agreement provides otherwise.

10. Each Party shall retain ownership of its respective system as it exists on the Effective Date or as it may be modified, added to, or enlarged in the future, unless and until a change of organization affecting such ownership is approved pursuant to the CKH Act or other law, as may be required as a condition of grant funding.

11. Among the assets the Parties bring to the Combined System are water rights. Nothing in this Agreement shall be interpreted to transfer such a water right from a Party to UVWA or to another Party; any such transfers shall occur in the manner required by law. Other than as expressly addressed herein, this Agreement shall not be interpreted to require the use of a water right other than as currently permitted by law. Similarly, some assets are subject to liens for debt and other such claims. Nothing in this Agreement shall require or authorize any act in contravention of such third-party rights. However, it is the goal of this Agreement to achieve a Combined Water System and to obtain the right to serve water throughout the combined service areas of the Parties without respect to its source.

12. The approval of this Agreement is not a project subject to the California Environmental Quality Act (CEQA) because it does not require more than the operation of the Parties' respective Water Systems to serve their existing customers and will therefore have no reasonably foreseeable impact on the environment. (State CEQA Guidelines section 15378(b)(2), (4), (5); section 15061(b)(3) [the "common sense" exemption].) However, the implementation of this Agreement will likely involve "projects" within the meaning of CEQA, such as annexations under the Cortese-Knox-Hertzberg Act, the construction of water utility infrastructure, and the amendment of water rights. It is not presently possible to accurately foresee the details of such projects and evaluation of their impacts now would be unduly speculative. Accordingly, review of the environmental impacts of such projects is therefore appropriately undertaken when those projects are proposed, and their details better known. Such review shall be informed by applicable law, including these CEQA exemptions: CEQA Guidelines sections 15301 (existing facilities), 15302 (replacement or reconstruction), 15303 (new construction or conversion of small structures), 15319 (annexations of existing facilities), and 15320 (changes in organization of local governments).

AGREEMENT:

Based on the foregoing Recitals, which are incorporated in this Agreement by this reference, and the terms and conditions set forth below, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as follows:

Section 1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings indicated below unless the context shall plainly require otherwise:

“Collaborate” is defined in Section 5.B.4 below.

“Combined Water System” means two or more Parties’ Water Systems and all the components thereof as may be altered, improved, constructed, or added to after the date the respective Party executes this Agreement, which have been operationally integrated in the performance of this Agreement.

“Effective Date” is defined in the introductory paragraph above.

“Legislative Body(ies)” means each District’s Board of Directors and the City Council of the City.

“Representative” means a member of a Party’s Legislative Body appointed by that Legislative Body to serve on the Water Executive Committee.

“Revenues” means any and all revenues produced by the Combined Water System, a Sewer System, and/or other operations authorized in this Agreement, including, but not limited to, revenues from fees and charges described in Sections 6.A.3, 6.A.4 and 6.A.5.

“Services” means the City’s exercise of the joint powers conferred by this Agreement pursuant to Section 6.

“Services Start Date” means on or around January 1, 2025, or as determined by the Water Executive Committee.

“Sewer System” means a Party’s infrastructure, components, and parts which are owned, operated, and/or used by that Party to capture, treat, deliver, and/or manage sewage as provided for by law, which the Party has requested the Water Executive Committee to manage, operate, and/or own. Should a Party request the Water Executive Committee to manage, operate, and/or own that Party’s Sewer System, that requesting Party shall provide a description of its Sewer System as of the date it makes the request. The description of the Sewer System shall be included under Exhibit E upon the Water Executive Committee’s agreement to accept the request. Rolling stock and other tangibles any Party uses to provide the Services do not constitute part of any other Party’s Sewer System.

“Water Executive Committee” means the body comprised of two Representatives from each Party and the duties, authorities, and responsibilities of which as to the Combined Water System are defined in this Agreement.

“Water System” means a Party’s infrastructure, components, and parts which are owned, operated, and/or used by that Party to capture, treat, deliver, and/or manage water for any use provided for by law. A description of each Party’s respective Water System as of the Effective Date or the date it entered this Agreement is attached hereto as Exhibit A. Rolling stock and other tangibles the City uses to provide the Services do not constitute part

of any other Party's Water System.

"Water System Enterprise Fund" means the fund or funds established by the City to account for receipts and expenditures, assets, and liabilities for the Combined Water System in which all such Revenues are accounted.

Section 2. UVWA's MANNER OF EXERCISE OF POWERS.

- A. UVWA is a public entity separate from the Parties.
- B. The City shall file with the Secretary of State, State Controller, and the Mendocino Local Agency Formation Commission a notice in accordance with Government Code Sections 6503.5 and 6503.6, and shall file notices, as appropriate, in accordance with Government Code Section 53051 promptly following the Effective Date and upon any amendment to this Agreement. The City shall file a further report under Government Code Section 53051 upon each change in the membership of the Water Executive Committee.
- C. For purposes of Government Code Section 6509, UVWA shall exercise its powers subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Ukiah, a general law city.

Section 2.1. OFFICERS, EMPLOYEES AND AGENTS; IMMUNITIES.

- A. Any UVWA officer, employee, or agent may also be an officer, employee, or agent of any Party with the consent of all Parties. The Water Executive Committee's approval of the appointment or employment of such a person shall constitute a determination that the two positions are compatible.
- B. All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workers' compensation, and other benefits which apply to the activities of officers, agents, or employees of a Party when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and duties under this Agreement.
- C. No officer, agent, or employee directly employed by UVWA, if any, shall be deemed, by reason of that employment, to be employed by any Party or to be subject to any of the requirements of any Party.

Section 2.2. LIABILITIES; PENSION LIABILITY.

- A. UVWA's debts, liabilities, and obligations shall be its debts, liabilities, and obligations alone and not those of the Parties except as they may otherwise agree by written contract.
- B. During the effectiveness of Government Code Section 6508.2 or other law imposing liability on the Parties for unfunded liabilities due the California Public Employees' Retirement System or another pension provider to be paid upon termination of this Agreement and dissolution of UVWA, the Parties agree that any such liability shall be apportioned among them as they shall agree in writing when a contract with Cal PERS is approved or, failing such agreement, in proportion to the rate revenue from customers within the territory of each Party in the last fiscal year for which audited financial reports exist when the determination is made.

Section 2.3. EXERCISE OF JOINT POWERS.

This Agreement is made pursuant to the JEP Act to permit the joint exercise of powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating the Combined Water System and any Sewer System. Such purpose will be accomplished, and common powers exercised, in the manner set forth in this Agreement. The Parties may use the designation “Ukiah Valley Water Authority” to identify the provision of the services provided under this Agreement, including those on equipment, uniforms, buildings, letterhead, phone, and other directories. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

Section 3. TRANSITION OF SERVICES AND SERVICE LEVEL.

Section 3.1. TRANSITION OF SERVICES FROM WILLOW.

The Parties acknowledge that Willow provides water services to other agencies, including Millview, Redwood, and agencies not a Party to this Agreement. The Parties intend through this Agreement to transition performance of services to these agencies from Willow to Ukiah and to do so in accordance with existing agreements. The services Willow provides to these agencies may be controlled by written agreement, and the Parties agree to take reasonable steps to transition the services to Ukiah in such a way as to limit impacts to water users currently served by Willow due to the transition of services, including the City providing Services to these other agencies on terms reasonably acceptable to the parties.

Section 3.2. SERVICE LEVEL.

Commencing on the Services Start Date, the City shall provide the Services to allow efficient, coordinated operation of Combined Water System and any Sewer System inclusive of wells, storage facilities, pump stations, treatment facilities, distribution systems, and related managerial and administrative services and water rights, to the extent and in the manner consistent with this Agreement and annual budgets approved by the Water Executive Committee.

Section 4. TERM.

This Agreement shall commence on the Effective Date and shall be binding upon the Parties, and shall continue in full force and effect until such time as the Parties agree to terminate the Agreement as set forth in Sections 10 or 11, or only one Party to the Agreement remains due to annexations, other changes of organization under the CKH Act, or other reasons. A Party may withdraw from this Agreement as provided in Section 10 below.

Section 5. WATER EXECUTIVE COMMITTEE.

A. The Water Executive Committee shall perform the duties set forth in Section 6.

B. MEETINGS OF THE WATER EXECUTIVE COMMITTEE.

1. The Water Executive Committee shall establish a schedule for its regular meetings, which must be at least monthly. The Water Executive Committee may call special meetings, as may be needed from time to time, and/or may cancel regular meetings if deemed appropriate.
2. A majority of the Water Executive Committee’s members shall constitute a quorum for the transaction of business. A majority vote of the Water Executive Committee’s members is required to take action, although a lesser number may adjourn for lack of a quorum.

3. The Water Executive Committee shall comply with the Ralph M. Brown Act, Gov. Code sections 54950, *et seq.*
 4. For those duties of the Water Executive Committee requiring collaboration, “collaboration,” “collaborate,” or “collaborative” shall mean the meaningful and timely process of the Representatives each seeking, discussing, and carefully considering the information and views of each Party in a manner that is cognizant of all Parties’ values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the Representatives shall be conducted in a way that is mutually respectful of each District’s authority and responsibilities as a County Water District and the City’s authority and responsibilities as a general law city, and shall consider the views of a Party as expressed by its Representatives. A Representative need not engage in dialog with Legislative Bodies other than his or her own appointing authority.
- C. PARTY APPOINTMENT AND VOTING RIGHTS OF MEMBERS. Each Party shall appoint two members from its legislative body to serve on the Water Executive Committee. Each Party shall have two seats on the Water Executive Committee, and each member of the Water Executive Committee shall have one vote, with these exceptions:
1. If a member is the sole representative of a Party at a meeting due to an absence, he or she may cast all votes that Party is authorized to cast; *provided*, however, that the absent representative has attended at least three-quarters of the regular meetings held by the Water Executive Committee that calendar year.
 2. If a Party merges or consolidates into another, the successor agency shall acquire the votes of the merged or consolidated agency. So, for example, if a District is merged into the City, the City shall hold its own votes and the votes previously assigned that District.
- D. TIE VOTES. Any tie vote of the Water Executive Committee shall be resolved as provided in Section 20 below unless the Water Executive Committee otherwise directs at the meeting at which the tie vote occurs.

Section 6. POWERS AND DUTIES OF THE WATER EXECUTIVE COMMITTEE.

- A. DUTIES. The Water Executive Committee shall be the governing body of UVWA. The Water Executive Committee shall take any and all actions within the authorities specified in this Agreement which are necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:
1. To prepare and adopt budgets for the Water System Enterprise Fund in accordance with all applicable legal requirements. The budgets shall include the annual expenses for the Services, including, but not limited to, costs of administration, operation, maintenance, repair of, and capital improvements to, the Combined Water System, including those included in Capital Improvement Plans, debt service on bonds, and any other costs of providing the Services;
 - a. To create and manage additional enterprise funds, and to prepare and adopt budgets for any such additional enterprise funds in accordance with all applicable legal requirements;
 - b. The budgets shall include the annual expenses for the Services, including, but not limited to, costs of administration, operation, maintenance, repair of, and capital improvements to, the Combined Water System or any Sewer System, including those included in Capital Improvement Plans, debt service on bonds, and any other costs of providing the Services;
 2. To set rates to fund the Services in accordance with all applicable legal requirements, including the procedural and substantive requirements of California Constitution, Article XIII D, Section 6

(“Proposition 218”) for property-related fees charged for the services of the Combined Water System or any Sewer System, which rates shall be adopted with the same notice and right to object or protest provided to City and District ratepayers except as the law may otherwise require;

3. Such rates may be adopted as to zones which reflect the boundary of a Party (a “Rate Zone”). In order to create a Rate Zone, and notwithstanding Section 5(C)(1), every voting member of a Party creating a Rate Zone for that Party must vote in a regular meeting of the Water Executive Committee to authorize the creation of a Rate Zone; *provided*, however, that any such rate in a Rate Zone so created shall neither exceed the reasonable cost of service provided to any such Rate Zone nor require ratepayers outside the Rate Zone to subsidize the cost of service inside the Rate Zone. To the extent rates cannot cover the cost of service in a Rate Zone, the difference must be covered by grants, discretionary revenues, or other non-rate revenues. In particular, and without narrowing the foregoing, the Water Executive Committee’s ratemaking in compliance with Proposition 218 and other law shall account for assets each Party brings to this Agreement as depicted in Exhibit A and will not charge that Party’s customers to recreate the remaining utility of those assets;
4. To establish connection and/or capacity fees for the temporary or permanent connection of residential, commercial, and industrial users to the Combined Water System or any Sewer System except as the law may otherwise require;
5. To establish any other taxes, assessments, fees, or charges reasonably necessary to provide the Services, including fees for permits or inspections, provided that all such fees shall comply with this Agreement and applicable provisions of Proposition 218 and California Constitution, Article XIII C, section 1, subdivision (e) (“Proposition 26”), and other applicable law;
6. To adopt ordinances and regulations enforceable within the jurisdictional boundaries of each Party governing the Combined Water System or any Sewer System and service to its users as required, and to the extent authorized, by law as necessary to provide the Services. The Parties shall collaborate to avoid conflicts or inconsistencies between ordinances or regulations adopted by a Party and ordinances or regulations adopted by the Water Executive Committee pursuant to this Agreement. No Party shall have any duty to enforce an ordinance or regulation other than its own;
7. To maximize the availability of water to meet the collective needs of the Parties within the boundaries of each Party through the use of the collective water rights and supplies of each Party, subject to the terms and conditions of Section 12 of this Agreement; and
8. To accept grants, loans, and subventions which the Water Executive Committee shall appropriate consistently with the terms of those grants, loans, and subventions; applicable law, and the goal of this Agreement as reflected in the Recitals above.

B. AUTHORITIES, RIGHTS, AND ENTITLEMENTS RETAINED BY THE PARTIES AND THEIR CUSTOMERS.

1. Notwithstanding the foregoing, the Parties retain all their respective authorities to the extent the exercise of those authorities does not directly conflict with the duties and authorities granted to the Water Executive Committee. No Party shall exercise its authorities in a way that directly contravenes the purposes of this Agreement.
2. All customers of the Parties, including agricultural customers, either before, after or absent consolidation or merger into the Combined Water System, shall have the same right and entitlement to water supplies and service that they enjoyed before the effective date of this Agreement, without discrimination or limitation. This reflects, but is not intended to alter, the legal principle that acquisition of a water supply on which users rely is subject to a duty to continue to serve them. (E.g., *Durant v. City of Beverly Hills* (1940) 39 Cal.App.2d 133.)

Section 7. KEY MANAGEMENT SERVICES.

The City shall provide the Services described in this Section 7 commencing on the Services Start Date. To provide the Services described herein, the City shall hire all the Districts' respective employees with a start date of no earlier than the Service Start Date. The employees of the Districts who wish to continue employment and the bargaining unit of the City to which each will be assigned are identified in Exhibit C to this Agreement. The City hereby waives the right to subject these new employees to probationary periods. Those employees' rights vis-à-vis the City will otherwise be governed by the City's collective bargaining agreements with its bargaining units; its current policies, procedures, and ordinances; and applicable law. The management and personnel services identified in Subsections A and B below ("Key Management Services") shall be provided by the City in accordance with this Agreement. All references to the Water Executive Committee and the Combined Water System shall include any Sewer System.

A. OPERATION AND MAINTENANCE OF THE COMBINED WATER SYSTEM.

1. Other than duties and obligations of the Water Executive Committee, and in consultation with the Water Executive Committee, the City shall provide general administration, operation, and oversight of UVWA all in accordance with this Agreement, applicable statutes, regulations, and applicable ordinances, adopted by the Water Executive Committee consistently with this Agreement. The following are examples of activities and deliverables the City shall provide in performing under this Agreement:
 - a. Read the meters in the service area;
 - b. Perform all necessary sampling, including for purposes of water quality;
 - c. Complete all required and routine reports;
 - d. Respond to all service calls;
 - e. Schedule a minimum of one on-call service personnel to respond to all after-hours and weekend calls in all service areas covered by this Agreement and/or any contract authorized under this Agreement; and
 - f. Any other levels of service as requested by the Water Executive Committee and funded in the annual budget.
2. Other than duties and obligations of the Water Executive Committee, and in consultation with the Water Executive Committee, the City may exercise on behalf of the Parties the following powers, and any other powers exercised by a general law city, as needed to perform under Section 7.A.1:
 - a. To manage, operate, maintain, and repair the Combined Water System, including any buildings, works or improvements comprising part of the systems and located either inside or outside the boundaries of the Parties, in accordance with sound engineering and accounting practices and with all applicable local, state, and federal laws and regulations; provided that the City and UVWA need not enforce any local ordinances but their own;
 - b. To implement the budgets approved by the Water Executive Committee.
 - c. The City cannot increase the total amount of the approved expenditure budget without prior approval of the Water Executive Committee, except as: (i) warranted for an urgent and/or emergency provision of water or sewer service which shall be reported to the Water Executive Committee before its next regular meeting following the expenditure of the funds; or (ii) to services within the City to be funded by rates levied for those services or other City revenues;
 - d. To contract for the provision of personal or professional services in connection with providing Services;
 - e. To enforce ordinances and regulations of the Combined Water System for the Parties and UVWA, including the use of the Combined Water System;

- f. To bill for and collect revenue measures established under this Agreement, including the authority of a general law city to terminate water service or other utility services contained in the same bill for nonpayment in accordance with the Public Utilities Code;
- g. To allocate and assign water rights and water supplies of each Party within the boundaries of the Parties, as necessary for the efficient and cost-effective supply of water to the customers of the Parties, subject to the terms and conditions of Section 12 of this Agreement.
- h. With the approval of the Water Executive Committee and at City's sole election, to use any statutory power available to the City under the JEP Act and any other applicable laws, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any Services of the City under Section 7, and to borrow from any source including, without limitation, the federal or state governments, for these purposes:
 - 1. To contract for the provision of personal or professional services in connection with providing the Services for the Parties;
 - 2. To contract for the installation or construction of capital improvements to the Combined Water System;
 - 3. To acquire, lease, hold, and dispose of such equipment as may be reasonably necessary or appropriate to the proper operation, maintenance, administration, and management of the Combined Water System or the provision of Services;
 - 4. To file reports associated with the operation, maintenance, administration and management of the Combined Water System and the provision of Services;
 - 5. To implement all requirements of laws and ordinances, applicable to the provision of Services, including, but not limited to, permitting, inspections, monitoring, reporting, and enforcement activities; and
 - 6. To provide City staff or contractors to support UVWA or the Parties in performing functions and responsibilities as requested by the Water Executive Committee.

B. FINANCIAL AND GENERAL SERVICES.

- 1. The City agrees to provide the Services to UVWA and the Parties for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as the City reasonably deems necessary to provide the Services at the level requested by the Water Executive Committee and as can be funded by the budget approved by the Water Executive Committee.
- 2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless the City and the Water Executive Committee otherwise agree in writing. The City shall perform procurement, contracting and personnel services in accordance with laws applicable to California cities, including, but not limited to, the Uniform Construction Cost Accounting Act. The City is not performing these services as the Parties' agent, but as a service provider, and the Parties agree that the City does not assume a fiduciary duty to the Parties in the performance of these financial and general services. Nor need the City provide Services beyond what can be funded by the budget approved by the Water Executive Committee.
- 3. The Parties shall compensate the City for the Services consistently with the annual budget approved by the Water Executive Committee. The City shall have the right to withhold performance of a particular level of service if it considers the funding in an approved budget insufficient to cover the City's cost in providing that level of service; provided, however, that nothing in this sentence detracts from the City's obligation to maintain service as provided in Section 6.A.7 of this Agreement.

4. The City's cost to provide the Services includes indirect costs, such as general administration and overhead. Unless the City and the Water Executive Committee agree otherwise in writing, the City shall charge indirect costs of the Services consistently with Exhibit B.

Section 8. MUTUAL COOPERATION.

- A. OUT OF AREA SERVICE AGREEMENT ("OASA"). The City may prepare OASAs on the recommendation of the Water Executive Committee to serve areas outside the boundaries of the Parties but within the City's sphere of influence, where development could occur with the provision of water services. The City shall submit such OASAs to the Water Executive Committee for review and approval before filing with LAFCo. This Agreement and any OASA-related tax sharing agreement with Mendocino County shall be attached to and incorporated by reference into any OASA submitted to LAFCo under this Agreement.
- B. As long as this Agreement remains in effect and the Parties comply with Sections 8 and 10.B, the City agrees that it will not apply to LAFCo for detachment of District Parties' territory from the Districts' boundaries when that territory is annexed to the City unless and until all of the territory of a District is annexed to the City.
- C. The Districts agree to support City Annexations and to work cooperatively with the City regarding revisions to the City's General Plan, Municipal Service Review ("MSR") and Sphere of Influence ("SOI") necessary or advisable to enable City Annexations and not to propose or seek LAFCo approval for or support proposed provisions in a District's MSR or SOI that would inhibit, conflict with, or prevent such City Annexations and/or reorganizations, as described in this Agreement.
- D. Pursuant to Government Code Section 57105 or other applicable provisions of state law, the Districts will support LAFCo either designating a District as a subsidiary district of the City or merger of a District with the City at such time as 70% or more of registered voters in a District are within the City limits and 70% of the area of land within a District is within the City's jurisdictional boundaries or when those reorganizations are otherwise authorized by state law.
- E. The Districts will support and cooperate with the City in seeking legislation to amend the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH Act") to authorize merger of a District with the City or the establishment of a District as a subsidiary district of the City when 70% or more of registered voters in a District are within the City limits without regard to the area of a District's land that is within the City.

Section 9. SERVICES TO OTHER AGENCIES.

The Water Executive Committee may recommend that the City provide water services to agencies not party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties or upon execution of a contract authorized by all Parties. The charges for such services shall be determined by the Water Executive Committee in accordance with the budget provisions of this Agreement. The City retains the power to provide services to other agencies on terms of its choosing provided that its doing so does not impair its ability to provide the Services.

Section 10. WITHDRAWAL; TERMINATION.

- A. A Party may withdraw from this Agreement with a July 1st effective date on 90 days' notice to the Water Executive Committee and all Parties. Such withdrawing Party shall perform all obligations under this Agreement until the agreed upon date of withdrawal. A withdrawing Party shall remain obligated to

perform obligations, including financial obligations, arising before the withdrawal date, even after the date of withdrawal.

- B. Upon withdrawal from UVWA, a departing Party shall regain control of, and responsibility for, its Water System as it existed as of the Effective Date, to the extent feasible. The Parties acknowledge that a Party's Water System as of a withdrawal date may differ from that in existence on the Effective Date. Any infrastructure, such as tanks, pipes, pumps, treatment facilities, and water rights, that UVWA uses only to serve that Party shall be the withdrawing Party's property as of the withdrawal date. If any infrastructure serves more than one Party, the withdrawing Party shall recover ownership and control of that infrastructure upon agreement of the other Party or Parties it serves, but will remain obligated to serve all customers of other Parties served by such infrastructure and water supplies at the time of withdrawal, with appropriate compensation paid by UVWA or the Part(ies) benefitted by such service. Absent such agreement, infrastructure serving more than one Party shall remain part of the Combined Water System and operated by the City until the Parties served by that infrastructure reach an agreement or the dispute is resolved pursuant to Section 20 of this Agreement or otherwise.
- C. In negotiating the disposition of infrastructure which serves more than one Party, these general principles shall inform discussion:
 - 1. The primary obligation shall be to provide uninterrupted service to all customers of the Combined Water System.
 - 2. All other things being equal, a withdrawing Party should resume possession and control of infrastructure which was part of its Water System on the Effective Date.
 - 3. Any infrastructure acquired, constructed, or improved with grant or other funds available only by virtue of this Agreement should not be separated from the Combined Water System unless it is necessary to do so to allow a Party to withdraw and will allow both uninterrupted service to all customers of the Combined Water System and compliance with grant, loan, and other conditions on the use of the infrastructure.

Section 11. DISSOLUTION/REORGANIZATION.

- A. The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the Parties unanimously agree to terminate it. If the Parties have accumulated any assets relating to the shared management of water services before termination, such assets shall be distributed among the Parties in proportion to their respective contributions, unless the Parties agree otherwise. Any dispute as to the disposition of such assets shall be resolved as provided in Section 20 of this Agreement.
- B. The CKH Act shall govern any change of organization or reorganization of a District. This Agreement is intended to allow for the administration and operation of a Combined Water System on behalf of the Parties, until:
 - i. City annexations result in 70% of a District's territory and 70% of the registered voters of a District being within the City's limits; or
 - ii. satisfaction of other provisions of the CKH Act or other provisions of state law authorize a merger of the District with the City or establishing the District as a subsidiary district of the City;

in which event this Agreement will be deemed to be the affected Parties' joint request to LAFCO, pursuant to Government Code Sections 56078 and 57105, to either merge the District with the City or establish the District as a subsidiary district of the City with the City Council serving as the Board of Directors of the District.

- C. If any of the Parties to this Agreement receives grant funding of \$1,000,000 or more to develop capital assets to serve more than one of those Parties, the City shall apply to LAFCO to combine the Parties to benefit from the capital asset into a new or existing public entity to own and operate that asset, if and as required by the terms of the grant. If the Cortese-Knox-Hertzberg Act does not authorize the City to make the application, the City shall invite LAFCO to exercise its own authority to initiate the change of organization. Each of the Parties to this Agreement agrees to support such a change of organization and, by making this Agreement, authorizes the City to propose such changes of organization on its behalf.

Section 12. TRANSFER, MODIFICATION, AND USE OF WATER RIGHTS.

To achieve the goal of applying and using the water rights of all Parties collectively to serve the customers of all Parties, and the eventual customers of the Combined Water System, without limit or restriction, and in recognition of the eventual need to operate, maintain, and administer the Parties' water resources and transmission and treatment systems as a Combined Water System, the Parties agree to the following:

- A. Within 60 days of the execution of this Agreement, each Party shall identify and disclose (1) all water rights it currently holds and uses, (2) how it must modify or amend the water rights to allow a Combined Water System to use the water rights, (3) to the extent possible, the process and procedure each Party must undertake to allow a different entity to use of the water rights as part of a Combined Water System, including any necessary approvals, and (4) a plan and estimated time period to modify and transfer such water rights.
- B. The Parties shall take any and all actions which are necessary and appropriate to modify, amend or transfer the water rights of the Parties to UVWA, the City, or other entity that will own or operate the Combined Water System, for the collective use of such water rights within the service areas of all Parties, if possible. Each Party shall support and cooperate with the other Parties to effectuate the modification, amendment to, or transfer of, its water rights, including, but not limited to, granting approvals, signing agreements, meeting and working with local and state officials and regulators, responding to and defending against protests, objections, and legal challenges to the modification, amendment, or transfer of water rights, and the Parties agree to separately or collectively conduct and support any required environmental review in support of the modification, amendment to, or transfer of, the water rights of the Parties.
- C. While the Parties are undertaking efforts to modify, amend, or transfer their water rights, each Party will, as necessary to effectuate the purpose of this Agreement and to the extent feasible, allow its water rights to be used collectively, even if on a temporary or short-term basis, by the Combined Water System. Each Party, however, will still have the primary right and authority to continue to use its respective water rights within its current service areas and for the benefit of its current customers, up to the time that the rights are transferred to, or obtained for the benefit of, the Combined Water System.
- D. The Parties agree to initiate, fund, and pursue all efforts necessary to modify, amend, or transfer the water rights of the Parties for use in the Combined Water System, but UVWA and all Parties will ultimately be responsible for costs, expenses and fees associated with and arising out of such efforts, and the Parties will have the right to seek reimbursement from UVWA for recovery of such costs, expenses, and fees.

- E. If a Party withdraws from this Agreement, the Agreement is terminated, or the Combined Water System ceases to function or exist, the affected Party or Parties will retain all of its or their water rights, or if necessary the rights shall revert to the original right holder, and the Parties will take any and all actions which are necessary and appropriate and shall support and cooperate with the other Parties to return or restore the water rights to the Party that formerly held such rights. The water rights of a withdrawing Party shall remain dedicated and committed to the Combined Water System until the later of the withdrawal date or the date those rights may be lawfully used by the withdrawing Party alone.
- F. Notwithstanding any other provision of this Agreement, the Parties agree, represent, and confirm that they will endeavor to and will take any and all reasonable and necessary steps to ensure that the customers of each Party will continue to receive a clean, safe, and reliable water supply at all times, without delay or disruption.
- G. Notwithstanding the foregoing, this Agreement does not and shall not be interpreted to authorize or require the use of a water right or related asset other than as permitted by law, nor shall this Agreement require or authorize any act in contravention of any third-party rights, to the extent any of the water rights or other assets of the Parties are subject to liens for debt and other such claims.

Section 13. AMENDMENT TO AGREEMENT.

The Water Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Water Executive Committee shall forward a proposed amendment with its recommendation to the legislative body of each Party. The proposal shall be adopted, properly executed, and returned to the Water Executive Committee if the Party approves the amendment. This Section 13 shall not prevent the Parties from adopting an amendment to this Agreement that is not recommended by the Water Executive Committee.

Section 14. ADDITIONAL PARTIES TO THE AGREEMENT.

A public agency, as that term is defined in the JEP Act (Government Code section 6500), located in Mendocino County may become a Party to this Agreement upon:

1. Its approval by written resolution and execution of this Agreement as required by law, and
2. Approval of the Water Executive Committee by written resolution.

Exhibit D to this Agreement shall reflect the public agencies which are a Party to this Agreement and shall be updated as appropriate to reflect current membership.

Section 15. NOTICES.

Whenever notice or other communication is permitted or required by this Agreement, it shall be deemed given when (i) personally delivered or (ii) when received, if delivered by overnight courier or email (if email receipt is acknowledged in writing), or (iii) 48 hours after it is deposited in the United States mail with proper first-class postage affixed thereto and addressed as follows:

To City:

City of Ukiah
Attn: Mayor and City Manager
300 Seminary Ave.
Ukiah, CA 95482

To Millview County Water District: Millview County Water District
Attn: Mr. Tim Prince
151 Laws Ave.
Ukiah, CA 95482

To Redwood Valley County Water District: Redwood Valley County Water District
Attn: Mr. Adam Gaska
151 Laws Ave.
Ukiah, CA 95482

To Willow County Water District: Willow County Water District
Attn: Mr. Gary Nevill
151 Laws Ave.
Ukiah, CA 95482

A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

Section 16. SEVERABILITY.

Except as otherwise provided in this Section 16, should any part, term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any state or federal law, or otherwise be rendered unenforceable or ineffectual, including by amendment or repeal of a statute, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Parties intended to enter into in the first instance. The City's promise to provide Services is dependent on and not severable from the validity and enforceability of Sections 7, 8 and 10.B.

Section 17. HOLD HARMLESS AND INDEMNITY.

To the fullest extent permitted by law, each of UVWA and the Parties (the "Indemnifying Party") agrees to save, indemnify, defend and hold harmless UVWA and each other Party and its officers, agents and employees ("Indemnified Parties") from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threatened, including reasonable and actual attorney fees and costs, court costs, interest, defense costs, and expert witness fees, which arise out of, or are in any way attributable in whole or in part to, negligent or intentional acts or omissions of an Indemnifying Party or its employees except such losses as arise from the sole negligence or intentional act of an Indemnified Party.

Section 18. LEGAL REPRESENTATION AND ADVICE.

In the course of performing this Agreement, each Party shall seek legal advice from its own counsel. If a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation and the representation is permitted by the Rules of Professional Conduct of the California State Bar. In that event, the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties to be bound.

Section 19. INSURANCE.

- A. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations; provided funding is provided in a budget approved by the Water Executive Committee to pay the premiums for said insurance or the Water Executive Committee elects to provide insurance coverage for all Parties. While the City provides the Services pursuant to Section 6 of this Agreement under rates adopted pursuant to Section 5: (i) no District need fund insurance at its own expense and (ii) the Water Executive Committee shall maintain or, at its option, fund directors and officer's liability coverage for each of the Districts.
- B. Without in any way affecting the indemnity herein provided and in addition thereto, unless the Executive Committee provides insurance to cover the Parties, each Party shall secure and maintain throughout the Agreement the following types of insurance:

1. WORKERS' COMPENSATION.

A program of Workers' Compensation Insurance or a state-approved self-insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement. This coverage may be waived if a Party's legislative body certifies that the Party has no employees and does not treat volunteers as employees for worker's compensation purposes.

2. COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE.

This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00). This requirement can be waived by the Water Executive Committee, if the Board of Directors of a District certifies that it has no vehicles and that no non-owned, uninsured vehicles are used on District business.

3. ADDITIONAL NAMED INSURED.

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, and agents as additional named insureds with respect to liabilities arising out of each Party's performance hereunder.

4. POLICIES PRIMARY AND NON-CONTRIBUTORY.

All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

Section 20. MEDIATION AND DISPUTE RESOLUTION.

- A. Except as otherwise provided in Sections 10.B and 11.A, if (1) any dispute arises at any time between or among the Parties regarding interpretation or implementation of this Agreement that does not concern a decision of the Water Executive Committee, or (2) if a minority of members of the Water Executive Committee file a written appeal with the Water Executive Committee within 14 days of a decision or action of the Water Executive Committee, or (3) if one or more Parties fails or refuses to follow the order or direction of the Water Executive Committee or breaches this Agreement, the Parties will, in the first instance, attempt in good faith to meet to discuss and informally resolve the dispute through their representatives or their designees. The Parties must give written notice of the existence and subject of a dispute, which notice shall commence the dispute resolution process of this Agreement.
- B. If, within 30 days of service of notice of a dispute, the Parties cannot resolve the disputed issue through informal mediation, unless extended by mutual agreement of all Parties, the matter shall be submitted to JAMS, or a comparable mediation service, or a mutually agreeable mediator, for formal mediation by a single mediator who should have technical or legal expertise or experience with water resources and supplies, utility services, or local government agencies. The mediator will be selected by unanimous consent of the Parties, but if unanimous consent cannot be obtained, the mediator will be selected at random from a list of mediators maintained by the Water Executive Committee based on the qualifications set forth in this paragraph.
- C. Any Party may commence formal mediation by providing to the mediator and the other Parties a written request for mediation, setting forth the subject of the dispute and the relief requested. If the formal mediation process has not concluded or has not resolved the dispute within 60 days of a written request for mediation, the mediation process will be deemed completed, unless the Parties extend the 60-day period in writing.
- D. If the dispute is not resolved by informal or formal mediation, each Party will be free to pursue whatever legal or equitable remedies may be available. No Party shall be permitted to file a legal action without first complying with the requirements of this Section 20. This provision shall not waive or otherwise affect the applicable provisions of law governing claims against a public entity or the applicable statutes of limitation.
- E. The fees and expenses incurred as a result of any dispute resolution activities, including attorney fees, mediator fees and costs, expert costs, and other expenses, shall be borne solely by the Parties involved in the dispute and participating in the mediation. The Parties involved in the dispute will share the mediator's expenses on an equal basis. No Party shall be deemed the prevailing party for purposes of recovery of fees, costs, or expenses.

Section 21. ADDITIONAL DOCUMENTS AND AGREEMENTS.

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 22. SUCCESSORS.

This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 23. WARRANTY OF LEGAL AUTHORITY.

The Parties' Legislative Bodies have each authorized execution of this Agreement, as evidenced by the signatures below. Those who sign below warrant for the benefit of the Parties for which they do not sign that they have actual authority to execute this Agreement and to bind to it the Party for which they sign.

Section 24. ASSIGNMENT / DELEGATION.

No Party shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

Section 25. NO THIRD-PARTY BENEFICIARY.

This Agreement is only for the benefit of UVWA and the Parties as municipal or public entities and shall not be construed or deemed to operate as an agreement for the benefit of any third party and no third party shall have any right of action or obtain any right to benefits or position of any kind by reason of this Agreement.

Section 26. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 27. AGREEMENT CONTROLLING.

In the event of a conflict between the text of this Agreement and any attachment to it, the text shall prevail.

Section 28. ENTIRE AGREEMENT; COUNTERPARTS.

This Agreement, including its attachments, is intended both as the final expression of the Agreement among the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be transmitted electronically and executed in counterparts, each such executed electronic copy shall be admissible for any purpose and in any judicial or administrative proceeding as evidence of the agreement between the Parties. Signatures may be exchanged by emailed pdf or other electronic form with the same force as original signatures.

Section 29. EXHIBITS.

All exhibits to which reference is made are incorporated into this Agreement as though fully set forth at length, whether or not actually attached.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

CITY OF UKIAH

By: _____
_____, Mayor

Approved to Form:

City Attorney

Attest:

Kristine Lawler, City Clerk

MILLVIEW COUNTY WATER DISTRICT

By: _____
_____, Board President

Approved to Form:

District Counsel

Attest:

District Secretary

REDWOOD VALLEY COUNTY WATER DISTRICT

By: _____
_____, Board President

Approved to Form:

District Counsel

Attest:

District Secretary

WILLOW COUNTY WATER DISTRICT

By: _____
_____, Board President

Approved to Form:

District Counsel

Attest:

District Secretary

Exhibits

- A: Each Party's Water System
- B: Ukiah's cost allocation plan
- C: District Employees to be hired by City and Bargaining Units to which they are to be assigned
- D: List of Parties and Date of Execution or Withdrawal
- E: Description of Parties' Respective Sewer Systems

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY**

**EXHIBIT A:
PARTY'S WATER SYSTEMS**

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY**

**EXHIBIT B:
UKIAH'S COST ALLOCATION PLAN**

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY**

**EXHIBIT C:
WILLOW COUNTY WATER DISTRICT EMPLOYEES
AND
CITY OF UKIAH BARGAINING UNITS**

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY**

**EXHIBIT D:
LIST OF PARTIES
AND
DATE OF EXECUTION OR WITHDRAWAL**

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE UKIAH VALLEY WATER AUTHORITY**

**EXHIBIT E:
DESCRIPTION OF PARTIES' RESPECTIVE
SEWER SYSTEMS**

Exhibit B

City of Ukiah Indirect Cost Allocation Plan

Introduction

PURPOSE OF THE PLAN

The purpose of the City's Cost Allocation Plan is to identify the total costs of providing specific City services. Why is a separate cost accounting analysis required to do this? Because in almost all organizations—whether in the private or the public sector—the cost of producing goods or delivering services can be classified into two basic categories: direct and indirect costs.

“Direct costs” by their nature are usually easy to identify and relate to a specific service. However, this is not the case for “indirect costs.” As such, if we want to know the “total cost” of providing a specific service, then we need to develop an approach—a plan—for reasonably allocating indirect costs to direct cost programs.

What Are Direct and Indirect Costs?

Direct costs are those that can be specifically identified with a particular cost objective, such as street maintenance, police protection and water service. Indirect costs are not readily identifiable with a direct operating program, but rather, are incurred for a joint purpose that benefits more than one cost objective.

Common examples of indirect costs include accounting, purchasing, legal services, personnel administration and building maintenance. Although indirect costs are generally not readily identifiable with direct cost programs, their cost should be included if we want to know the total cost of delivering specific services.

Budgeting and Accounting for Indirect Costs.

Theoretically, all indirect costs could be directly charged to specific cost objectives; however, the cost of doing so and the practical difficulties generally preclude such an approach for organizational and accounting reasons. As such, almost all organizations separately budget and account for direct and indirect costs at some level depending on their financial reporting needs and the complexity of their operations.

Distributing Indirect Costs.

In order to determine the total cost of delivering specific services, some methodology for determining and distributing indirect costs must be developed, and that is the purpose of cost allocation plans: to identify indirect costs and to allocate them to benefiting direct cost programs in a logical, consistent and reasonable manner.

Plan Goal: Reasonable Allocation of Costs.

It is important to stress that the goal of the Cost Allocation Plan is a reasonable allocation of indirect costs, not a “perfect” one. By their very nature, indirect costs are difficult to link with direct costs. As such, in developing an allocation approach, it is important to keep this goal in mind as we balance the cost and of effort of complicated allocation methods with the likely benefits from the end results.

INDIRECT COST ALLOCATION STRATEGIES

There are several ways of allocating indirect costs, including:

Internal Service Funds

Many cities allocate costs through formal internal service funds for services like printing, information technology, fleet maintenance and insurance. Typically, with this approach, the internal service fund provides services to the organization and charges back for departments based on their actual usage of the service and standard per-unit billing rates, like a private company would (except the goal is to break even rather than earn a profit). In this case, for the operating programs, indirect costs become direct costs, as they would if they contracted out for the service.

While this approach can result in added accounting costs to develop internal billing rates and track actual usage, it has the advantage of encouraging more efficient use of internal services by allocating costs based on actual usage, setting aside funds for long-term capital replacement needs (or in the case of insurance, adequate reserves) and helping measure performance.

As shown in the side bar, the City uses seven internal service funds to allocate organization-wide support costs.

Payroll Allocations

Some organizations allocate percentages of key support staff to selected funds through direct payroll allocations, such as 15% of the City Manager to the Water Fund or 20% of the Public Works Director to the Wastewater Fund, with direct cost distributions of non-staffing costs via accounts payable where possible.

While this practice is not uncommon, it has some conceptual drawbacks, such as the basis for the percentage allocations. One of the advantages of cost allocation plans is that the basis for the allocation is clear. Even where internal service funds are used, cost allocation plans are still often needed in allocating indirect costs to the internal service funds (so their costs reflect the full cost of providing services to the organization) and in allocating other indirect costs not typically recovered through internal service funds, such as City Manager, City Attorney, City Clerk, Human Resources and Accounting.

Indirect Rate

Some organizations allocate indirect costs using a standard applied rate. Regardless of the actual indirect costs incurred in any given period, an indirect rate is applied against direct costs to arrive at a simplified allocation. Examples of this type of allocation method are found in the California Uniform Cost Accounting Act.

Cost Allocation Plans

Cost allocation plans provide a clear, consistent and reasonable basis for allocating indirect costs and are intended to allocate actual cost incurred in any given period.

Combination

Some agencies use a combination of approaches. In the City's case, it uses a combination of internal services funds and a cost allocation plan in distributing indirect costs.

DETERMINING DIRECT AND INDIRECT COSTS

The first step in preparing the City's Cost Allocation Plan is determining direct and indirect costs. Program costs that primarily provide service to the public are identified as direct costs, whereas the cost of programs that primarily provide services to the organization are identified as indirect costs.

In accordance with generally accepted accounting principles, only operating costs are considered in preparing the Cost Allocation Plan. As such, capital outlay, debt service, interfund transfers and "pass-through" costs are excluded from the calculations. Capital costs are only used to demonstrate the effective indirect rate applied to any one department, division, or fund.

ALLOCATING INDIRECT COSTS

For general purposes, the City-wide indirect cost rate can be used as the basis for allocating indirect costs. The indirect cost rate is simply the ratio between indirect and direct costs, which can be easily computed for the City as a whole once the direct and indirect cost base has been determined. However, a key component to using a cost allocation plan as opposed to a standardized, static indirect rate is to achieve full cost allocation based on actual costs in the period in which the allocation is applied.

CITY-WIDE INDIRECT COST RATE

By applying the overall indirect cost rate to any specific direct cost program, the total cost of the program can be determined. For example, with an effective indirect cost rate of 12.76% the total cost for a direct program of \$100,000 in Ukiah would be \$112,760.

BASES OF ALLOCATION

This method of cost allocation assumes that all indirect costs are incurred proportionately to the direct cost of the program. However, this may not be a reasonable assumption in all cases, as the benefit received from certain types of support service programs may be more closely related to another indicator of activity than cost.

For example, if a program service is primarily delivered through contract and does not have any City staffing directly associated with it, distributing human resources costs to it may result in an inequitable allocation of costs. Because of this, the City's Cost Allocation Plan establishes separate bases of allocation for each major indirect cost category. With this approach, indirect costs can be allocated to each direct cost program in a fair, convenient, and most importantly, consistent manner. Provided in **Schedule A (below)** is a synopsis of the primary methods of allocation used in distributing indirect costs to direct cost programs.

Some of these costs lend themselves to an easily justified, rational approach of distribution. For example, human resources costs are related to the number of employees serviced. Other costs may not be as intuitive; however, the allocation bases are consistent with generally accepted accounting principles and recognize the concept that the cost of developing the information necessary to perform the cost allocations should not exceed the benefits likely to be gained.

Where there is not otherwise a clear relationship to another allocation base (like authorized staffing or assigned space), allocating costs based on operating budget is the common industry practice, and as such, this approach is used by the City.

INDIRECT COST ALLOCATIONS

A summary of the indirect cost allocations by fund type is provided in the City's annually adopted operating and capital improvement budget, followed by the detailed allocations for each specific indirect cost program for administrative services and overhead, as well as internal service fund use. Allocations are updated every fiscal year.

METHOD OF ALLOCATING COSTS

In performing the cost allocations, indirect costs have been allocated to all cost centers using a complex sequential allocation system. Although there are some conceptual difficulties with this approach, the difference in the end result was relatively insignificant. One of the primary purposes of an indirect cost allocation plan is to attempt to gauge total cost of providing services. Administrative and overhead costs centers, as well as internal fund cost centers, incur indirect costs just as their direct cost counterparts do.

As an example, under this system, the cost of the City Manager program would be allocated to the other indirect costs programs and iterative allocations then made to direct cost programs until all indirect costs are distributed. This process can be time consuming but reasonable given the intent of management and the City Council to understand total cost. However, as with the Cost Allocation Plan of

the last three years, as noted above, the Plan's goal is a reasonable allocation of indirect costs, not a "perfect" one.

USES OF THE COST ALLOCATION PLAN

By identifying total program costs, the Cost Allocation Plan can be used as an analytical tool in many financial decision-making situations, including:

Reimbursement Transfers.

The Cost Allocation Plan identifies the costs incurred by the General Fund in providing administrative support services to the City's other funds such as enterprise operations and special revenue funds. For example, the City's administrative, legal services, human resources and accounting funds are budgeted and accounted for in the General Fund; these programs provide support services to other City funds. The Cost Allocation Plan provides a clear methodology for determining this level of support in reimbursing these costs.

General Fund User Charges.

Similar to ensuring that enterprise fund revenues fully recover their costs, the Cost Allocation Plan can also be used to determine appropriate user fees for General Fund services, such as planning applications, building permits and recreation activities, in ensuring that the full cost of services are considered in setting rates.

Labor Rates.

Along with accounting for salary, benefits and paid leave (such as vacation, sick and holidays), "full cost" hourly labor rates can be developed that appropriately include indirect costs.

Contracting-Out for Services.

By identifying total costs, the cost allocation plan can also be helpful in analyzing the costs of contracting for services versus performing services in-house.

Grant Administration.

Under federal cost accounting policies, it is permissible to include indirect costs in accounting for grant programs. By establishing indirect cost rates, the cost allocation plan can be used in recovering the total costs (direct and indirect) associated with implementing grant programs.

PLAN PREPARATION

In a total cost accounting system, indirect costs would be computed and allocated on an ongoing basis throughout the fiscal year based on actual costs. However, frequent updating in municipal finance would not serve any specific purpose—such as unit price control in a manufacturing company—rather, it would consume significant accounting resources. As such, the City's Cost Allocation Plan is prepared annually based on the budget adopted by the Council. The Plan as included in the budget document is

meant to serve as a guide as to how the allocation would be applied if actual expenditures occurred exactly as anticipated. That is never the case, however. The Plan provides estimates but actual allocations will be applied based on actual costs using the methods and basis identified in the Plan. It will be applied quarterly and reported in the City's Quarterly Financial Report.

SUMMARY

The Cost Allocation Plan helps make determining total program costs possible by establishing a reasonable methodology for identifying and allocating indirect costs to direct cost programs. Because of this, the Cost Allocation Plan can be a valuable analytical tool in a number of situations, including establishing fees designed for full cost recovery, reimbursing support service costs provided by the General Fund to other funds, and recovering indirect costs associated with grant programs.

COST ALLOCATION

SCHEDULE A

Administrative and Overhead	Basis of Allocation
City Council	% of Budget ⁱ
City Manager	% of Budget
City-Wide Admin Services	% of Budget
Community Outreach/PIO	% of Budget
City Clerk	% of Budget
Economic Development	% of Budget
Emergency Management	% of Budget
Disbursements (AP, Payroll)	% of Budget
Accounting and Budgeting	% of Budget
City Attorney	% of Budget
City Treasurer	Prior Year Interest Earnings
Human Resources	FTE ⁱⁱ
Grant Program Management	% of Budget
Internal Services	
Insurance Liability	Risk assessment
Garage	Labor and parts
Purchasing	Contractual services and supplies
Billing & Collections	Billable revenues
Dispatch	Call volume
Buildings, Grounds, and Corp Yard	Square footage and total budget ⁱⁱⁱ
Information Technology	FTE

Notes:

ⁱ Percent of budget applies to operating budgets only. It refers to the share of each budget unit's total budget appropriation to the total budget. Appropriations and expenditures related to transfers, debt service, capital, and pass-throughs are not included in the calculation and allocation.

ⁱⁱ FTE is Full Time Equivalents. Full-time equivalent (FTE) is a metric that standardizes the workload of employees into a consistent measure, representing the workload of a full-time employee. It calculates the total number of part-time or contract hours worked and expresses them in terms of the number of full-time employees that would be needed to perform the same amount of work. For example, if a full-time employee typically works 40 hours per week, then two employees working 20 hours each would be considered 1 FTE. This allows organizations to compare or aggregate workloads across different employment scenarios and is often used for budgeting, staffing, and financial analysis.

ⁱⁱⁱ Relative to budget units that occupy the Ukiah Civic Center.

Ukiah Valley Water Authority
Joint Exercise of Powers Agreement

EXHIBIT C

Effective January 1, 2025 (the "Service Start Date"), and in accordance with Section 7 of the Agreement, employees of a District may elect to become employed by the City ("Transferring Employees"). Transferring Employees shall be employed by the City as may be applicable under the terms and conditions of the City's Collective Bargaining Agreements with Operating Engineers Local 3, Water Utilities and Mechanics Until or other appropriate agreement. Such transfers of employment will follow and comply with the terms and conditions of this Agreement. All Transferring Employees will be subject to the necessary special requirements associated with classification placement, including passing a City-paid physical examination and thorough reference and background check. The following provisions relate to the continuing obligations pertaining to the Transferring Employees:

In accordance with the applicable Collective Bargaining Agreements and Civil Service Rules, the City agrees to treat all employment service with the District as equivalent of service with the City for purposes of employment status, seniority, and benefits relating to wages, hours, and terms and conditions of employment that are associated with seniority with the City. In the event this Agreement is terminated and any employee is transferred back to a District as its sole employer, all employment with the City will be treated by the District as the equivalent of service with the District for the same purposes referenced above.

If a Transferring Employee's base salary being earned at the time of transfer to the City was greater than the top range/control point band for the comparable classification in the City, such employee's salary shall not be reduced from their District salary, but the employee shall be placed at a retained salary rate until such time as the salary range/ band for the classification with the City meets or exceeds the salary of the employee.

All sick leave and vacation hours accrued by Transferring Employees at the time of transfer to the City shall be transferred with the Transferring Employees. If Transferring Employees are transferred back to a District, all sick leave and vacation hours shall be transferred with the employees.

Transferring Employees will be brought under the City's self-insured health insurance plan and the City agrees to allow Transferring Employees credit for time served upon retirement from the City.



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Execute a Municipal Lease Agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to Finance the Purchase of Equipment on Order in Support of the Inter Facility Transport Agreement Between the Ukiah Valley Fire Authority and Adventist Health Systems West, and Approve Corresponding Resolution and Budget Amendments.

DEPARTMENT: Finance

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

1. Equipment Purchase Orders
2. City of Ukiah Terms and Conditions
3. City of Ukiah Amortization
4. Draft Resolution - Ambulance Equipment dv edits
5. Draft - Document Package - City of Ukiah

Summary: Council will consider authorizing the City Manager to execute a municipal lease agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to finance the purchase of equipment on order in support of the Inter Facility Transport Agreement between the Ukiah Valley Fire Authority and Adventist Health Systems West, and approve corresponding resolution and budget amendments.

Background: At the August 7, 2024 meeting, the City Council approved the agreement with Adventist Health Systems West for the Ukiah Valley Fire Authority to provide Inter Facility Transports at three (3) of their facilities. These facilities include Adventist Health-Ukiah Valley, Adventist Health-Howard Memorial, and Adventist Health-Clearlake.

The following equipment was approved by the Council to purchase in order to support this agreement (please refer to Attachment 1 for a copy of the purchase orders issued):

- 3 Ambulances - \$365,432.30 - Redsky Apparatus - Purchase Order 48663
- 3 Stryker Pro2 Gurneys - \$92,845.92 - Stryker Sales - Purchase Order 48670
- 3 Stryker MTS Power Load Systems - \$99,356.16 - Stryker Sales - Purchase Order 48671
- 3 Stryker Lifepak 15 V4 cardiac monitor/defibrillators - \$157,590.32 - Stryker Sales - Purchase Order 48672

Total purchase price of the equipment: \$715,224.70

Discussion: The staff reports requesting the equipment purchase approvals included that the funding source would be utilizing our existing line of credit with Umpqua, and paid back by the anticipated revenues from the agreement. Presented here is a copy of the municipal lease draft agreement documents for the Council's approval:

1. City of Ukiah Terms and Conditions - Attachment 2
2. Amortization Schedule - Attachment 3
3. Draft Resolution - Attachment 4

4. Draft Document Package - Attachment 5

If approved, the agreement will be for five (5) years at an interest rate of 5.32%, with monthly payments of \$13,601.19. A documentation fee of \$500 per lease schedule/takedown will be payable by the City.

The proposed agreement includes a prepayment option as follows:

Months 1 thru 12: Pay the sum of the outstanding agreement balance plus 3% premium of the outstanding balance.

Months 13 thru 24: Pay the sum of the outstanding agreement balance plus 2% premium of the outstanding balance.

Months 25 thru 36: Pay the sum of the outstanding agreement balance plus 1% premium of the outstanding balance.

After 36 months, the City will have the option to prepay the agreement without a premium.

The first payment will be due on November 1, 2024, and will be programmed into subsequent budget years for the life of the agreement.

Recommended Action: Authorize the City Manager to execute a municipal lease agreement with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance, to finance the purchase of equipment on order in support of the Inter Facility Transport Agreement between the Ukiah Valley Fire Authority and Adventist Health Systems West, and approve corresponding resolution and budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 71000000.70201 (Loan Principal Payment): \$0; 71000000.70103 (Loan Interest Payments): \$0

PROPOSED BUDGET AMOUNT: 71000000.70201 (Loan Principal Payment): \$74,004.16; 71000000.70103 (Loan Interest Payments): \$21,204.19

FINANCING SOURCE: Umpqua Line of Credit

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Purchase Orders 48663, 48670, 48671, and 48672

COORDINATED WITH: Dan Buffalo, Finance Director; Doug Hutchison, Fire Chief

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager



Purchase Order

Fiscal Year 2025

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #

48663-00

Delivery must be made within
doors of specified destination.B
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T
OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RREDSKY FIRE APPARATUS LLC
11366 AMAIGAM WAY STE G
RANCHO CORDOVA CA 95670S
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OCITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number	Buyer		Date Ordered	Date Required
			Myles Fisette		08/22/2024	
Delivery Reference		Freight Method/Terms		Department/Location		Sales Tax Rate
		FOB UKIAH/N30		FIRE AUTHORITY		0.000
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	FR CONVERSIONS PIONEER II TYPE II AMBULANCE - V2772		1.0	EACH	\$100,430.000	\$100,430.00
	71021110 - 80100 - V2772 \$100,430.00					
2	FR CONVERSIONS PIONEER II TYPE II AMBULANCE - V2773 (-\$2,000 MULTI UNIT DISCOUNT)		1.0	EACH	\$100,430.000	\$100,430.00
	71021110 - 80100 - V2773 \$98,430.00					
3	FR CONVERSIONS PIONEER II TYPE II AMBULANCE - V2774 (-\$2,000 MULTI UNIT DISCOUNT)		1.0	EACH	\$100,430.000	\$100,430.00
	71021110 - 80100 - V2774 \$98,430.00					
4	TRANSPORTATION		3.0	EACH	\$4,250.000	\$12,750.00
	71021110 - 80100 - V2772 \$4,250.00					
	71021110 - 80100 - V2773 \$4,250.00					
	71021110 - 80100 - V2774 \$4,250.00					
5	TIRE FEE		12.0	EACH	\$1.750	\$21.00
	71021110 - 80100 - V2772 \$7.00					
	71021110 - 80100 - V2773 \$7.00					
	71021110 - 80100 - V2774 \$7.00					
6	WRAP FR CONVERSIONS PIONEER II TYPE II AMBULANCE		3.0	EACH	\$7,650.000	\$22,950.00
	71021110 - 80100 - V2772 \$7,650.00					
	71021110 - 80100 - V2773 \$7,650.00					
	71021110 - 80100 - V2774 \$7,650.00					
7	TAX		28421.3	EACH	\$1.000	\$28,421.30
	71021110 - 80100 - V2772 \$9,473.76					
	71021110 - 80100 - V2773 \$9,473.77					
	71021110 - 80100 - V2774 \$9,473.77					
PER REQ # E37964 PER ATTACHED PROPOSAL S PURCHASED UNDER SAVVIK CONTRACT A MBULANCE & TRANSPORT VEHICLES #2020-04 APPROVED BY COUNCIL 8/21/24 14.C.						

By

Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$365,432.30
Total Sales Tax	
Total Discount	
Total Credit	\$4,000.00
Total Freight	
PO Total	\$361,432.30

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

3. **INSPECTION.** All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. **TIME EXTENSION.** Time is of the essence. City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.



Purchase Order

Fiscal Year 2025

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

48670-00

Delivery must be made within
doors of specified destination.

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CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482

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STRYKER SALES CORPORATION
1901 ROMENCE RD PARKWAY
PORTAGE MI 49002

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CITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number	Vendor Fax Number	Buyer	Date Ordered	Date Required
800-669-4968		Myles Fisette	09/05/2024	
Delivery Reference	Freight Method/Terms	Department/Location	Sales Tax Rate	
	FOB UKIAH/N30	FIRE AUTHORITY	0.000	

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	6506 MTS PWRPRO COT HIGH CNFIG 71021110 - 80100	3.0	EACH	\$27,895.680	\$83,687.04
2	FREIGHT 71021110 - 80100	1.0	EACH	\$1,731.650	\$1,731.65
3	TAX 71021110 - 80100	7427.2	EACH	\$1.000	\$7,427.23
APPROVED BY COUNCIL 9/4/24 8C PER QUOT E 10918417 PURCHASED ON SAVVID CONTRA CT STRETCHERS AND POWER COTS # 2024-04					

By 
Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$92,845.92
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$92,845.92

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

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4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

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7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

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13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

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Purchase Order

Fiscal Year 2025

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

48671-00

Delivery must be made within
doors of specified destination.

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CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482

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STRYKER SALES CORPORATION
1901 ROMENCE RD PARKWAY
PORTAGE MI 49002

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CITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number	Vendor Fax Number	Buyer	Date Ordered	Date Required
800-669-4968		Myles Fisette	09/05/2024	
Delivery Reference	Freight Method/Terms	Department/Location	Sales Tax Rate	
	FOB UKIAH/N30	FIRE AUTHORITY	0.000	

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	639005550001 MTS POWER LOAD 71021110 - 80100	3.0	EACH	\$29,888.850	\$89,666.55
2	FREIGHT 71021110 - 80100	1.0	EACH	\$1,731.700	\$1,731.70
3	TAX 71021110 - 80100	7957.9	EACH	\$1.000	\$7,957.91
APPROVED BY COUNCIL 9/4/24 8D PER QUOT E 10918412 PURCHASED UNDER SAVVIK CONT RACT STRETCHERS AND POWER COT #2024-04					

By 
Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$99,356.16
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$99,356.16

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

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17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.



Purchase Order

Fiscal Year 2025

Page 1 of 3

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**48672-00**Delivery must be made within
doors of specified destination.B
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OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RSTRYKER SALES CORPORATION
1901 ROMENCE RD PARKWAY
PORTAGE MI 49002S
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OCITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number	Buyer		Date Ordered	Date Required
800-669-4968			Myles Fisette		09/05/2024	
Delivery Reference		Freight Method/Terms		Department/Location		Sales Tax Rate
		FOB UKIAH/N30		FIRE AUTHORITY		0.000
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price	
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	99577-001957 LIFEPAK 15 V4 MONITOR/DEFIB 71021110 - 80100 \$113,349.78	3.0	EACH	\$37,783.260	\$113,349.78	
2	41577-000288 LP15 ACCRY SHIPKIT 71021110 - 80100 \$0.00	3.0	EACH	\$0.000	\$0.00	
3	11577-000004 STATION BATTER CHARGER 71021110 - 80100 \$6,179.49	3.0	EACH	\$2,059.830	\$6,179.49	
4	11140-000098 LP15 AC POWER ADAPTER 71021110 - 80100 \$5,555.19	3.0	EACH	\$1,851.730	\$5,555.19	
5	11140-000080 EXTENSION CABLE 71021110 - 80100 \$996.00	3.0	EACH	\$332.000	\$996.00	
6	11140-000015 AC POWER CORD 71021110 - 80100 \$268.92	3.0	EACH	\$89.640	\$268.92	
7	21330-001176 LP 15 BATTERY 71021110 - 80100 \$4,548.96	9.0	EACH	\$505.440	\$4,548.96	
8	11160-000013 NIBP CUFF-REUSABLE CHILD 71021110 - 80100 \$79.56	3.0	EACH	\$26.520	\$79.56	
9	11160-000017 NIBP CUFF-REUSABLE ADULT 71021110 - 80100 \$112.80	3.0	EACH	\$37.600	\$112.80	
10	11577-000002 LIFEPAK 15 CARRY CASE 71021110 - 80100 \$1,081.35	3.0	EACH	\$360.450	\$1,081.35	
11	11220-000028 LIFEPAK 15 CARRY CASE TOP POUCH 71021110 - 80100 \$189.60	3.0	EACH	\$63.200	\$189.60	
12	11260-000039 LIFEPAK 15 CARRY CASE BACK POUCH 71021110 - 80100 \$273.60	3.0	EACH	\$91.200	\$273.60	
13	21300-008159 LIFEPAK 15 NIBP STRIAGHT HOSE 71021110 - 80100 \$255.00	3.0	EACH	\$85.000	\$255.00	
14	11577-000001 LIFEPAK 15 SHOULDER STRAP 71021110 - 80100 \$127.98	3.0	EACH	\$42.660	\$127.98	
15	MVAO 71021110 - 80100 \$1,170.45	3.0	EACH	\$390.150	\$1,170.45	

By

Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$157,590.32
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$157,590.32

Page 287 of 592



Purchase Order

Fiscal Year 2025

Page 2 of 3

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**48672-00**Delivery must be made within
doors of specified destination.B
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OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RSTRYKER SALES CORPORATION
1901 ROMENCE RD PARKWAY
PORTAGE MI 49002S
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OCITY OF UKIAH - CORPORATION YD
1320 AIRPORT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number	Buyer			Date Ordered	Date Required
800-669-4968						09/05/2024	
Delivery Reference		Freight Method/Terms		Department/Location			Sales Tax Rate
		FOB UKIAH/N30		FIRE AUTHORITY			0.000
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price	
16	MVAIL		3.0	EACH	\$351.050	\$1,053.15	
	71021110 - 80100	\$1,053.15					
17	MVA		3.0	EACH	\$352.750	\$1,058.25	
	71021110 - 80100	\$1,058.25					
18	11996-000519 LNCS-II RAINBOW DCI 8		3.0	EACH	\$730.150	\$2,190.45	
	71021110 - 80100	\$2,190.45					
19	11996-000518 RD RAINBOW ADULT		3.0	EACH	\$815.150	\$2,445.45	
	71021110 - 80100	\$2,445.45					
20	11160-000011 NIBP CUFF-REUSABLE INFANT		3.0	EACH	\$24.000	\$72.00	
	71021110 - 80100	\$72.00					
21	11160-000019 NIBP CUFF-REUSABLE ADULT XL		3.0	EACH	\$52.260	\$156.78	
	71021110 - 80100	\$156.78					
22	FREIGHT		1.0	EACH	\$3,897.180	\$3,897.18	
	71021110 - 80100	\$3,897.18					
23	TAX		12528.4	EACH	\$1.000	\$12,528.38	
	71021110 - 80100	\$12,528.38					
	APPROVED BY COUNCIL 9/4/24 8E PER QUOT E 10967883 PURCHASED UNDER SAVVIK CONT RACT MEDICAL EQUIPMENT # 2021-06						

By

Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$157,590.32
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$157,590.32

Page 288 of 592

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

3. **INSPECTION.** All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. **TIME EXTENSION.** Time is of the essence. City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

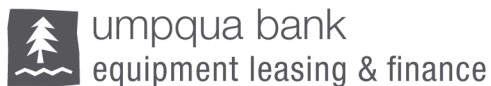
14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.

ATTACHMENT 2



September 27, 2024

Mary Horger
Financial Services Manager
City of Ukiah
411 West Clay Street
Ukiah, CA 95482

Dear Mary:

I am pleased to present the terms and conditions of our Municipal Lease-Purchase Agreement. Upon receipt of invoices, we will create the Lease-Purchase Agreement and forward to you for signature.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bruce Atkinson".

Bruce Atkinson
Vice President

Phone: (949) 525-7775

BruceAtkinson@UmpquaBank.com

Terms and Conditions:

Lessor:	Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or it's assigns ("Lessor")
Lessee(s):	City of Ukiah
Equipment Financing Vehicle:	Municipal Lease-Purchase Agreement
Equipment & Cost:	Anticipated equipment to be: 3 Ambulances - \$365,432.30 (Redsky Apparatus) 3 Stryker Pro2 Gurneys - \$92,845.92 3 Stryker MTS Power Load Systems - \$99,356.16 3 Stryker Lifepak 15 V4 cardiac monitor/defibrillators - \$157,590.32 All Equipment shall be satisfactory to Lessor.
Lease Amount:	Not to exceed \$715,224.70 in the aggregate.
Lease Term:	Five (5) years
Payments:	Sixty (60) payments, payable monthly in arrears of \$13,601.19
Lease Rate:	5.32%.
Tax Benefits:	The lease shall be considered a municipal lease/purchase and qualifies for tax-exempt status. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of California, or other applicable jurisdiction.
End of Lease Options:	At the end of the initial lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment for \$1.00.
Prepayment Option:	For months 1 through 12, Lessee shall have the option to prepay the outstanding Agreement by paying the sum of the outstanding Agreement balance plus a premium of 3% of the outstanding balance. For months 13 through 24, Lessee shall have the option to prepay the outstanding Agreement by paying the sum of the outstanding Agreement balance plus a premium of 2% of the outstanding balance. For months 25 through 36, Lessee shall have the option to prepay the outstanding Agreement by paying the sum of the outstanding Agreement balance plus a premium of 1% of the outstanding balance. After 36 months of the Agreement term, Lessee shall have the option to prepay the Agreement without premium. Lessee shall have the right to exercise the Prepayment Option provided no event of Default shall have occurred and be continuing and any and all fees, taxes and all other charges are current.

Net Lease:	All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a net lease.
Insurance:	Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.
Maintenance:	Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer's suggested and recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.
Documentation:	All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.
Costs & Expenses:	Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees. A documentation fee of \$500 per lease schedule/takedown will be payable by Lessee.
Additional Terms & Conditions:	1) The non-appropriation clause in the lease shall be satisfactory to Lessor. 2) Tax-exempt borrowing for 2023 by Lessee is not reasonably expected to exceed \$10,000,000, so it is assumed that, and pricing is based on, the leases being "Bank Qualified" under section 265(b)(3) of the IRS Code. 3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended. 4) Lessor shall receive an Opinion from Lessee's counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above. 5) Lessee's counsel shall provide with respect to each lease (i) an opinion that such lease is duly executed and delivered by Lessee and is a legal, valid, and binding obligation of Lessee enforceable in accordance with its terms, and (ii) such other customary opinions for such municipal leases. 6) Customary reporting requirements of Lessee. 7) Lessee shall prepare and file a Form 8028-G as a condition to funding for each lease.

ATTACHMENT 3

Loan Amortization Single Loan

Quote #PQ-00566 Default
Prepared Sep-27-2024 11:03 by Bruce Atkinson
Average life 2.652 years
Average rate 5.31670000%

Date	Starting Balance	Takedowns	Debt Service	Interest	Principal	Ending Balance
Nov-01-24	0.00	715,224.70	0.00	0.00	0.00	715,224.70
Dec-01-24	715,224.70	0.00	13,601.19	3,168.86	10,432.33	704,792.37
		715,224.70	13,601.19	3,168.86	10,432.33	
Jan-01-25	704,792.37	0.00	13,601.19	3,122.64	10,478.55	694,313.82
Feb-01-25	694,313.82	0.00	13,601.19	3,076.22	10,524.98	683,788.84
Mar-01-25	683,788.84	0.00	13,601.19	3,029.58	10,571.61	673,217.23
Apr-01-25	673,217.23	0.00	13,601.19	2,982.75	10,618.45	662,598.78
May-01-25	662,598.78	0.00	13,601.19	2,935.70	10,665.49	651,933.29
Jun-01-25	651,933.29	0.00	13,601.19	2,888.44	10,712.75	641,220.54
Jul-01-25	641,220.54	0.00	13,601.19	2,840.98	10,760.21	630,460.33
Aug-01-25	630,460.33	0.00	13,601.19	2,793.31	10,807.89	619,652.44
Sep-01-25	619,652.44	0.00	13,601.19	2,745.42	10,855.77	608,796.67
Oct-01-25	608,796.67	0.00	13,601.19	2,697.32	10,903.87	597,892.80
Nov-01-25	597,892.80	0.00	13,601.19	2,649.01	10,952.18	586,940.62
Dec-01-25	586,940.62	0.00	13,601.19	2,600.49	11,000.70	575,939.92
		0.00	163,214.32	34,361.87	128,852.45	
Jan-01-26	575,939.92	0.00	13,601.19	2,551.75	11,049.44	564,890.47
Feb-01-26	564,890.47	0.00	13,601.19	2,502.79	11,098.40	553,792.07
Mar-01-26	553,792.07	0.00	13,601.19	2,453.62	11,147.57	542,644.50
Apr-01-26	542,644.50	0.00	13,601.19	2,404.23	11,196.96	531,447.54
May-01-26	531,447.54	0.00	13,601.19	2,354.62	11,246.57	520,200.97
Jun-01-26	520,200.97	0.00	13,601.19	2,304.79	11,296.40	508,904.57
Jul-01-26	508,904.57	0.00	13,601.19	2,254.74	11,346.45	497,558.12
Aug-01-26	497,558.12	0.00	13,601.19	2,204.47	11,396.72	486,161.40
Sep-01-26	486,161.40	0.00	13,601.19	2,153.98	11,447.21	474,714.19
Oct-01-26	474,714.19	0.00	13,601.19	2,103.26	11,497.93	463,216.26
Nov-01-26	463,216.26	0.00	13,601.19	2,052.32	11,548.87	451,667.38
Dec-01-26	451,667.38	0.00	13,601.19	2,001.15	11,600.04	440,067.34
		0.00	163,214.32	27,341.74	135,872.58	
Jan-01-27	440,067.34	0.00	13,601.19	1,949.76	11,651.44	428,415.90
Feb-01-27	428,415.90	0.00	13,601.19	1,898.13	11,703.06	416,712.84
Mar-01-27	416,712.84	0.00	13,601.19	1,846.28	11,754.91	404,957.93
Apr-01-27	404,957.93	0.00	13,601.19	1,794.20	11,806.99	393,150.93
May-01-27	393,150.93	0.00	13,601.19	1,741.89	11,859.31	381,291.63
Jun-01-27	381,291.63	0.00	13,601.19	1,689.34	11,911.85	369,379.78
Jul-01-27	369,379.78	0.00	13,601.19	1,636.57	11,964.63	357,415.15
Aug-01-27	357,415.15	0.00	13,601.19	1,583.56	12,017.64	345,397.52
Sep-01-27	345,397.52	0.00	13,601.19	1,530.31	12,070.88	333,326.64
Oct-01-27	333,326.64	0.00	13,601.19	1,476.83	12,124.36	321,202.27
Nov-01-27	321,202.27	0.00	13,601.19	1,423.11	12,178.08	309,024.20
Dec-01-27	309,024.20	0.00	13,601.19	1,369.16	12,232.04	296,792.16
		0.00	163,214.32	19,939.14	143,275.18	
Jan-01-28	296,792.16	0.00	13,601.19	1,314.96	12,286.23	284,505.93
Feb-01-28	284,505.93	0.00	13,601.19	1,260.53	12,340.67	272,165.26
Mar-01-28	272,165.26	0.00	13,601.19	1,205.85	12,395.34	259,769.92
Apr-01-28	259,769.92	0.00	13,601.19	1,150.93	12,450.26	247,319.66
May-01-28	247,319.66	0.00	13,601.19	1,095.77	12,505.42	234,814.24
Jun-01-28	234,814.24	0.00	13,601.19	1,040.36	12,560.83	222,253.41
Jul-01-28	222,253.41	0.00	13,601.19	984.71	12,616.48	209,636.93
Aug-01-28	209,636.93	0.00	13,601.19	928.81	12,672.38	196,964.55
Sep-01-28	196,964.55	0.00	13,601.19	872.67	12,728.53	184,236.02
Oct-01-28	184,236.02	0.00	13,601.19	816.27	12,784.92	171,451.10
Nov-01-28	171,451.10	0.00	13,601.19	759.63	12,841.56	158,609.54
Dec-01-28	158,609.54	0.00	13,601.19	702.73	12,898.46	145,711.08
		0.00	163,214.32	12,133.24	151,081.08	
Jan-01-29	145,711.08	0.00	13,601.19	645.59	12,955.61	132,755.47
Feb-01-29	132,755.47	0.00	13,601.19	588.18	13,013.01	119,742.46

**Loan Amortization
Single Loan**

Quote #PQ-00566	Default
Prepared Sep-27-2024 11:03 by	Bruce Atkinson
Average life	2.652 years
Average rate	5.31670000%

Date	Starting Balance	Takedowns	Debt Service	Interest	Principal	Ending Balance
Mar-01-29	119,742.46	0.00	13,601.19	530.53	13,070.66	106,671.79
Apr-01-29	106,671.79	0.00	13,601.19	472.62	13,128.57	93,543.22
May-01-29	93,543.22	0.00	13,601.19	414.45	13,186.74	80,356.48
Jun-01-29	80,356.48	0.00	13,601.19	356.03	13,245.17	67,111.31
Jul-01-29	67,111.31	0.00	13,601.19	297.34	13,303.85	53,807.46
Aug-01-29	53,807.46	0.00	13,601.19	238.40	13,362.79	40,444.66
Sep-01-29	40,444.66	0.00	13,601.19	179.19	13,422.00	27,022.66
Oct-01-29	27,022.66	0.00	13,601.19	119.73	13,481.47	13,541.20
Nov-01-29	13,541.20	0.00	13,601.19	60.00	13,541.20	0.00
		0.00	149,613.13	3,902.05	145,711.08	
Total		715,224.70	816,071.59	100,846.89	715,224.70	

RESOLUTION 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURCHASE OF AMBULANCE EQUIPMENT AND AUTHORIZING CITY MANAGER TO NEGOTIATE AND EXECUTE LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS

WHEREAS:

1. The City has determined to acquire three (3) Lifepak 15 V4 cardiac monitor/defibrillators; three (3) Stryker MTS Power Load Systems; three (3) Stryker Power Pro 2 Gurneys; and three (3) FR Conversions Pioneer II Type II Ambulances ("the Equipment") as an essential component of the City's Ambulance Enterprise and to support the provision of life and safety protection in the City and in the Ukiah Valley Fire District; and
2. The City Council has determined that acquiring the Equipment under a Master Lease Agreement (" Lease") and accompanying Equipment Schedule ("Schedule") with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance ("Umpqua") is in the best interests of the City; and
3. Under the Lease, the City will assign to Umpqua the City's rights, but not its obligations, to acquire the Equipment and Umpqua will lease the Equipment to the City pursuant to the terms set forth in the Term Sheet, attached hereto as Exhibit A; and
4. The City will be obligated under the Lease and accompanying Schedule with Umpqua to make semi-annual lease payments which will total the purchase price of the Equipment plus interest, provided the City Council appropriates funds each year to make the lease payments;

NOW, THEREFORE, BE IT RESOLVED that:

1. The purchase of the Equipment from Redsky Apparatus for the total amount of \$365,432.20, including sales tax; from Stryker Sales for the total amount of \$92,845.92, including sales tax; from Stryker Sales for the total amount of \$99,356.16, including sales tax; and from Stryker Sales for the total amount of \$157,590.32 is hereby approved.
2. The City Manager is hereby authorized and directed to negotiate and execute on behalf of the City a Lease, Schedule and related documents that finance the purchase of the Equipment in accordance with the Term Sheet, attached hereto as Exhibit A, subject to legal review by the City Attorney.

PASSED AND ADOPTED this 2nd day of October, 2024, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Josephina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk



Date: TBD

Customer: City of Ukiah

Dear Sage Sangiacomo,

Thank you for doing business with Umpqua Bank and our subsidiary, Financial Pacific Leasing, Inc. Enclosed are the documents requiring your signature for the financing of your equipment. Please sign and date all of the documents where indicated. Please contact your Umpqua Bank Relationship Manager, Umpqua Bank Equipment Leasing & Finance Business Development Officer or your Transaction Coordinator below with any questions.

Prior to paying for any equipment, we will ask you to authorize such payments by signing and returning to us a Funding Request for all disbursements.

Your contract will begin once all documents have been executed and we have made the final payment to the vendor(s). Please be sure you have forwarded the appropriate proof of insurance and any other additional information that has been requested.

An Administrative Fee of \$TBD will appear on your first payment invoice.

A copy of the Fee Schedule is available online at www.finpac.com in the Customer Resource Center.

Important Information about Procedures

To help the government fight the funding of terrorism and money laundering activities, Federal law *requires* all financial institutions to obtain, verify, and record information that identifies each person or beneficial owner of a corporation that opens an account.

What this means for you: When you open an account, we will ask for your name, date of birth and the physical address of the business and, if different, the mailing address. We will also ask for a TIN/EIN (this may be your social security number) and other information that will allow us to identify you such as your non-expired driver's license or other identifying documents.

For your protection and to validate your signature, please provide a legible copy of a driver's license for each guarantor(s).

Please contact me with any questions.

Sincerely,

Harley Flanagan
Transaction Coordinator I
hflanagan@finpac.com
877-332-9860

Counsel's Opinion

Financial Pacific Leasing, Inc.
DBA Umpqua Bank Equipment Leasing & Finance
3455 South 344th Way Suite 300
Federal Way, WA 98001

Date:

Re: Municipal Lease-Purchase Agreement dated as of TBD, 20 , between **Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance**, as LESSOR and City of Ukiah as LESSEE.

Ladies and Gentleman:

As legal counsel for City of Ukiah, (the "LESSEE"), I have examined (1) an executed counterpart of a certain Municipal Lease-Purchase Agreement, including the Exhibits attached thereto or forms of Exhibits attached thereto, (the "Agreement") dated TBD, 20 , by and between **Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance**, as LESSOR, and City of Ukiah as LESSEE, which among other things, provides for an option to purchase by the LESSEE of certain property (the "Equipment"), (2) an executed counterpart of the resolution of LESSEE which, among other things, authorizes LESSEE to execute the Agreement and (3) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) LESSEE is a public body corporate and politic, duly organized and existing under laws of the State of California, and has a substantial amount of one or more of the following powers: (a) the power to tax (b) the power to eminent domain and (c) the police power;
- (2) LESSEE has the requisite power and authority to lease with an option to purchase the Equipment and to execute, deliver the Municipal Lease-Purchase Agreement and perform its obligations under the Municipal Lease-Purchase Agreement;
- (3) The Municipal Lease-Purchase Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of LESSEE and the Municipal Lease-Purchase Agreement is a valid and binding obligation of LESSEE enforceable in accordance with its terms;
- (4) The authorization, approval and execution of the Municipal Lease-Purchase Agreement and all other proceedings of LESSEE relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;
- (5) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of LESSOR or its assigns, as the case may be, in the Equipment.
- (6) LESSOR, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest component of Rental Payments are entitled to rely on this opinion.

Cordially,

By: **X** _____

Name: _____

Address: _____

Telephone Number: _____

MUNICIPAL LEASE-PURCHASE AGREEMENT
013-1374627-004

THIS MUNICIPAL LEASE-PURCHASE AGREEMENT dated as of TBD ("Lease") is made by and between Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance, having an address at 3455 South 344th Way Ste. 300, Federal Way, WA 98001 ("Lessor"), and City of Ukiah, a municipal corporation existing under the laws of the State of California, with offices located at 300 Seminary Ave, Ukiah, CA 95482 ("Lessee").

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in each equipment schedule attached hereto and incorporated by this reference (each, an "Equipment Schedule"), subject to and upon the terms set forth in this Lease.
2. **Definitions.** As used in this Lease, the following terms shall have the following meanings and shall be equally applicable to both the singular and the plural forms thereof:
 - "Acceptance Date" means, with respect to Equipment, the date of execution by Lessee of a Certificate of Acceptance for such Equipment.
 - "Equipment" means each item of equipment and other property designated on an Equipment Schedule that will be leased by Lessee pursuant to the Lease, together with all replacement parts, substitutions, additions, attachments, successions and accessories incorporated therein or affixed thereto.
 - "Initial Term" means the period beginning with the Rent Commencement Date and ending at the conclusion of the budget year of Lessee in effect at the Rent Commencement Date.
 - "Lease Documents" means this Lease, any and all Equipment Schedules, Riders and all other documents now or hereafter executed in connection herewith or therewith, as the same may be modified, amended, extended or replaced.
 - "Payment Schedule" means the "Payment Schedule" attached hereto and incorporated by this reference, setting forth the Rent payments through the duration of the Initial Term and each potential Renewal Term, with the interest and principal components separated.
 - "Purchase Agreement" means any purchase agreement or other contract entered into between a Supplier and Lessee or Lessor for the acquisition of Equipment to be leased or financed hereunder.
 - "Renewal Term" means any period commencing immediately upon the end of the Initial Term or any prior Renewal Term, unless the Lease is terminated as provided herein, each Renewal Term having a duration of one year matching each of Lessee's budget years.
 - "Rent" means the periodic rental payments due under the Lease for the leasing of Equipment as set forth on the Payment Schedule and, where the context hereof requires, all such additional amounts as may, from time to time, be payable under any provision of a Lease. The term "Rent" shall include interim rent, if any.
 - "Rent Commencement Date" means, with respect to Equipment (and unless otherwise indicated on the Payment Schedule), the first day of the calendar month following the date of Lessor's disbursement of funds for the purchase or financing of such Equipment. Lessor will not disburse funds for the purchase of the Equipment until it receives the executed Certificate of Acceptance from Lessee.
 - "Rent Payment Date" shall have the meaning specified in the Payment Schedule.
 - "Supplier" means the manufacturer or the vendor of the Equipment specified on an Equipment Schedule.
 - "Term" means the Initial Term and any Renewal Term.
3. **Delivery and Acceptance.** Upon delivery to Lessee of any Equipment and Lessee's inspection thereof, Lessee shall execute and deliver to Lessor a written statement in a form acceptable to Lessor (a) acknowledging receipt of the Equipment in good condition and repair and (b) accepting the Equipment as satisfactory in all respects for the purposes of the Lease (the "Certificate of Acceptance"). **UNLESS LESSOR HAS AGREED OTHERWISE PURSUANT TO AN INTERIM FUNDING AGREEMENT, LESSOR SHALL HAVE NO OBLIGATION TO ADVANCE FUNDS FOR SUCH PURCHASE OR FINANCING UNLESS AND UNTIL LESSOR RECEIVES A CERTIFICATE OF ACCEPTANCE FOR SUCH EQUIPMENT EXECUTED BY LESSEE.**
4. **Rent; Delinquent Payments.**
 - (a) Lessee shall pay the Rent set forth on the Payment Schedule commencing on the Rent Commencement Date and, unless otherwise set forth on the Payment Schedule, on the same day of each payment period thereafter for the balance of the Term. Rent shall be due whether or not Lessee has received any notice that such payments are

due. All Rent shall be paid to Lessor at **PO Box 749642, Los Angeles, CA 90074**, or as otherwise directed by Lessor in writing.

(b) If Lessee fails to pay any Rent or other sums due under the Lease on or before the date when the same becomes due, Lessee shall pay interest on such delinquent payment from the due date until paid at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law.

(c) It is the intent of the parties that Lessee's obligation to pay Rent under this Lease shall constitute a current expense of Lessee and not a debt of Lessee in violation of any legal obligation regarding Lessee's creation of debt. Further, no obligation of Lessee under this Lease shall constitute the pledge of the funds of Lessee, including tax revenues.

(d) Each Rent payment made under this Lease will include the payment of interest in such amounts as set forth separately in the Payment Schedule.

5. Nonappropriation and Renewal. Lessee is only obligated to pay Rent under this Lease to the extent necessary funds have been lawfully budgeted for and appropriated for that purpose during each of Lessee's applicable budget years. If Lessee fails to budget and appropriate necessary funds to pay Rent beyond the Initial Term or then current Renewal Term ("Nonappropriation"), this Lease shall terminate at the end of the Initial Term or then current Renewal Term. Lessee agrees to provide Lessor notice of Nonappropriation at least sixty (60) days prior to the end of the Initial Term or then current Renewal Term, but failure to give such notice shall not extend the Term or otherwise constitute a default. Lessee agrees that if this Lease is terminated for Nonappropriation it will deliver the Equipment to Lessor at such place as Lessor shall identify within a reasonable distance of the location of the Equipment and Lessor shall then dispose of the Equipment according to the terms of this Lease. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which Rent payments may be made, including making provision for Rent payments in each proposed annual budget submitted for approval and to exhaust all available reviews and appeals in the event such funds are not appropriated in the budget. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds beyond the Initial Term or then current Renewal Term is solely within Lessee's discretion.

6. Location; Inspection; Labels. Equipment shall be delivered to the location specified in the Lease and shall not be removed therefrom, except as in its ordinary use, without Lessor's prior written consent, provided that if such consent is given, Lessee shall be responsible for and shall promptly pay all costs associated with such relocation. Lessor shall have the right to enter upon the premises where the Equipment is located and inspect the Equipment at any time.

7. Non-Cancelable Lease. TO THE EXTENT PERMITTED BY LAW, THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, INCLUDING FOR NONAPPROPRIATION. LESSEE'S OBLIGATION TO PAY RENT AND PERFORM ITS OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY RIGHT OF SETOFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE AGAINST THE SUPPLIER, LESSOR OR ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIMS AGAINST THE SUPPLIER IN A SEPARATE LAWSUIT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES REPRESENTATIVE OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THE LEASE, AND NO SUCH WAIVER OR ALTERATION SHALL VARY THE TERMS OF THIS LEASE. LESSOR IS NEITHER A SUPPLIER NOR A LICENSOR, AND LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT. LESSEE AGREES NOT TO ASSERT ANY SUCH CLAIMS OR DEFENSES AGAINST LESSOR FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT AND UNDERSTANDS THAT IT MAY DO SO AGAINST THE SUPPLIER OF EQUIPMENT OR SERVICES OR LICENSOR OF SOFTWARE.

8. Use; Alterations.

(a) Lessee shall use Equipment solely for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority and only in the manner for which it was designed and intended. Lessee shall comply with all applicable laws. Lessee shall immediately notify Lessor, in writing, of any existing or threatened investigation, claim or action by any governmental authority that could adversely affect the Equipment, the Lessor or the Lease. Lessee, at its own expense, shall make such alterations, additions or modifications (each, a "Required Alteration") to Equipment as may be required from time to time to meet the requirements of applicable law or a governmental body. All such Required Alterations shall immediately, and without further act, be deemed to

constitute "Equipment" and be fully subject to the Lease as if originally leased hereunder. Except as otherwise permitted herein, Lessee shall not make any alterations to Equipment without Lessor's prior written consent.

(b) Lessee, at its own expense, may from time to time add or install upgrades, accessories, additions or attachments (each an "Upgrade") to Equipment during the Term; provided, that such Upgrades (i) are readily removable without causing material damage to the Equipment, (ii) do not materially adversely affect the value, productive capacity, utility or remaining useful life of the Equipment and (iii) do not cause the Equipment to become "limited use property" within the meaning of Revenue Procedure 2001-28, 2001-19 I.R.B. 1156 (or such other successor tax provision), as of the date of installation of such Upgrade. Any such Upgrades that can be removed without adversely affecting the value, productive capacity, utility or remaining useful life of the Equipment shall remain the property of Lessee, and upon the Equipment's return to Lessor in the event it is not purchased by Lessee, Lessee may, at its option, remove any such Upgrades and, upon such removal, shall restore the Equipment to the condition required hereunder. Upgrades which are not removed prior to the Equipment's return to Lessor shall, upon their delivery to Lessor, become the property of the Lessor, constitute Equipment and be fully subject to this Lease as if originally leased hereunder.

9. Repairs and Maintenance. Lessee, at Lessee's own cost and expense, shall at all times maintain the Equipment in good repair, good operating condition, appearance and working order at all times in compliance with the manufacturer's or Supplier's recommendations and all maintenance and operating manuals or service agreements.

10. Return of Equipment.

(a) Unless Lessee has properly exercised its option to purchase the Equipment pursuant to this Section, Lessee shall at its sole expense, upon the expiration or earlier termination of this Lease pursuant to its terms, de-install, assemble, pack (under the supervision of persons acceptable to Lessor), including labeling of all components and hardware, and return all, and not less than all, of the Equipment to Lessor by delivering the Equipment to such location or such carrier as Lessor shall specify within a reasonable distance from the general location of the Equipment. Lessee shall be responsible for erasing or removing any private personal, medical or financial information from any data storage or like devices on the Equipment. Lessee agrees that (a) Equipment, when returned, shall be in the condition required by the Lease, which shall at a minimum require that Equipment be in complete and operational condition with no missing or damaged components or parts such that it is capable of performing its originally intended use, and (b) upon Lessor's request, Lessee will obtain from the Supplier (or other maintenance service provider previously approved by Lessor or Supplier) a certificate stating that such Equipment qualifies for full maintenance service at the standard rates and terms then in effect.

(b) Provided that Lessee is not then in default under this Lease, Lessee shall have the option to purchase not less than all of the Equipment, "as is" and free and clear of all liens and encumbrances created by or arising through or under Lessor, for the Option to Purchase Amount set forth in the Payment Schedule plus all other amounts then due by Lessee under this Lease, by giving written notice to Lessor no less than thirty (30) days prior to the date specified in the Payment Schedule for the purchase option; provided that upon Lessee's payment of all Rent payments set forth in the Payment Schedule, Lessee shall be deemed to have properly exercised its option to purchase the Equipment and shall be deemed to have then acquired all of Lessor's right, title and interest in and to the Equipment, free and clear of all liens and encumbrances except such liens, encumbrances, or security interests as may be created, or permitted by Lessee and not discharged, but without other warranties.

11. Sublease and Assignment.

(a) LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, (i) SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF THE LEASE, EQUIPMENT OR ANY INTEREST THEREIN, (ii) RENT, SUBLET OR LEND EQUIPMENT TO ANYONE INCLUDING LESSEE'S AFFILIATES, OR (iii) PERMIT EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE'S QUALIFIED EMPLOYEES.

(b) Lessor, at any time with or without notice to Lessee, may sell, transfer, assign and/or grant a security interest in all or any part of Lessor's interest in this Lease or the Equipment (each, a "Lessor Transfer"). In the event of a Lessor Transfer, any purchaser, transferee, assignee or secured party (each a "Lessor Assignee") shall have and may exercise all of Lessor's rights hereunder with respect to the items to which any such Lessor Transfer relates, and **LESSEE SHALL NOT ASSERT AGAINST ANY SUCH LESSOR ASSIGNEE ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT LESSEE MAY HAVE AGAINST LESSOR.** The Lessor Assignee should not be bound by, or otherwise required to perform any of Lessor's obligations under the Lease, unless expressly assumed by such Lessor Assignee. Lessee agrees that upon written notice to Lessee of any Lessor Transfer, Lessee shall acknowledge receipt thereof in writing and shall comply with the directions and demands of any Lessor Assignee made according to this Lease, including paying Rent to the Lessor Assignee. Lessee will provide

reasonable assistance to Lessor to complete any transaction contemplated by this subsection (b). Notwithstanding the foregoing, no assignment shall be effective until (i) Lessee has received written notice, signed by the assignor and identifying the name and address of the Lessor Assignee and (ii) the assignment has been registered in the books of the Lessor Assignee. Lessee agrees to retain all notices of assignment as a register of all assignments in form necessary to comply with the Internal Revenue Code of 1986, Section 149(a), as amended and regulations thereunder and agrees to make payments according to the register.

(c) The Lease Documents shall inure to the benefit of, and are binding upon, the successors and permitted assigns of the parties thereto.

12. Insurance.

(a) In addition to complying with the terms and conditions contained in the applicable Insurance Requirements notice, which is incorporated by this reference, Lessee shall, at all times and at Lessee's own cost and expense, maintain (i) insurance against all risks of physical loss or damage to Equipment for the greater of the full replacement value or the actual cash value thereof, and (ii) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage per occurrence in an amount as stated in the Insurance Requirements notice, and (iii) other insurance against other risks of loss customarily maintained by Lessee or otherwise required by Lessor and with such terms as shall be reasonably satisfactory to, or reasonably required by, Lessor. Notwithstanding the foregoing, Lessee may self-insure against such risks with Lessor's prior written approval.

(b) All insurance policies required hereunder shall include terms, and be with insurance carriers, reasonably satisfactory to Lessor. Lessee shall deliver to Lessor certificates or other proof of insurance satisfactory to Lessor evidencing the coverage required by this section and listing Lessor as a loss payee and additional insured and providing for Lessor to receive no fewer than thirty (30) days' notice of cancellation. If Lessee fails to maintain any insurance policies required herein, then in addition to any other rights and remedies of Lessor hereunder, Lessor shall have the option (but not the obligation) to pay the premiums on any such policies or to obtain new insurance under terms satisfactory to Lessor, and any amounts paid by Lessor pursuant thereto shall be immediately due and payable by Lessee upon demand.

13. Risk of Loss; Casualty. Lessee assumes, and shall at all times bear the entire risk of, any loss, theft, damage to, or destruction of any Equipment from any cause whatsoever, to the extent covered by the proceeds of insurance, from the time such Equipment is shipped to Lessee until its return to Lessor or other disposition at the end of the Lease. Lessee shall promptly notify Lessor in writing if any Equipment shall be or become worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever (each a "Casualty Occurrence"). In the event of a Casualty Occurrence, at Lessee's option, Lessee shall within thirty (30) days of such Casualty Occurrence, (i) place such Equipment in good condition and repair, in accordance with the terms hereof; or (ii) pay Lessor the sum of (A) the Option to Purchase Amount as of such Casualty Occurrence, and (B) all Rent and other amounts which are due hereunder. If elected by Lessor and upon payment of all sums due under Section 13(ii) with respect to such Equipment, the obligation of Lessee to pay Rent and the term of this Lease with respect to such Equipment shall terminate. Following payment of all sums due under Section 13(ii) with respect to such Equipment, and if no Event of Default has occurred and remains continuing, Lessor will then (a) transfer to Lessee the Lessor's rights to such Equipment "AS IS, WHERE IS" and with all defects, without recourse and WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than a warranty that the Equipment is free and clear of any liens created by Lessor; and (b) remit to Lessee any physical damage insurance proceeds received by Lessor arising out of such loss up to the Option to Purchase Amount paid.

14. Taxes. Lessee shall use the Equipment for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority. Lessee shall timely report, pay and discharge all sales, use, property and other taxes, if any, now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and to the extent permitted by law will indemnify and hold Lessor harmless therefrom. Lessee's obligations under this Section shall be limited to such taxes as accrue during the Initial Term or then current Renewal Term. Lessee shall submit written evidence of the payment of such taxes at Lessor's request.

15. Lessor's Right to Perform for Lessee. If Lessee fails to perform any of its obligations contained herein, Lessor may (but shall not be obligated to) itself perform such obligations, and the amount of the reasonable costs and expenses of Lessor incurred in connection with such performance, together with interest on such amount at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law, shall be payable by Lessee to Lessor upon demand. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default of Lessee hereunder.

16. Personal Property; Liens. Lessee represents and warrants that the Equipment is, and shall at all times remain fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Lessee shall at all times keep Equipment free and clear from all liens. Lessee shall (a) give Lessor immediate written notice of any such lien, (b) promptly, at Lessee's sole cost and expense, take such action as may be necessary to discharge any such lien, and (c) to the extent permitted by law, indemnify and hold Lessor, on an after-tax basis, harmless from and against any loss or damage caused by any such lien.

17. Default; Remedies.

(a) As used herein, the term "Default" means any of the following events: (i) Lessee fails to pay any Rent or other amount due under the Lease within ten (10) days after the same shall have become due; (ii) Lessee becomes insolvent or makes an assignment for the benefit of its creditors; (iii) a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of Lessee's assets is appointed with or without the application or consent of Lessee; (iv) a petition is filed by or against Lessee under any bankruptcy, insolvency or similar proceeding; (v) Lessee fails to perform or violates any provision of the Lease, or any covenant therein or any warranty or representation made by Lessee therein proves to have been false or misleading when made; or (vi) any filing by Lessee of a termination statement for any financing statement filed by Lessor while any obligations are owed by Lessee under a Lease. Lessee shall immediately notify Lessor of the occurrence of any Default.

(b) Upon the occurrence of a Default, Lessor may do one or more of the following as Lessor in its sole discretion shall elect: (i) proceed by appropriate court action to enforce specifically Lessee's performance by Lessee of the Lease or to recover damages for the breach thereof; (ii) cause Lessee, at its expense, promptly to assemble Equipment and return the same to Lessor at such place as Lessor may designate in writing in compliance with all return provisions in this Lease; (iii) by notice in writing to Lessee, cancel or terminate the Lease, without prejudice to any other remedies hereunder; (iv) enter upon the premises of Lessee or other premises where any Equipment may be located and, without notice to Lessee and with or without legal process, take possession of and remove (or disable in place) all or any such Equipment without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of the Lease unless Lessor notifies Lessee in writing to such effect; (v) sell, re-lease or otherwise dispose of any or all of the Equipment at public or private sale; and (vi) exercise any other right or remedy available to Lessor under applicable law. In addition, Lessee shall be liable for all reasonable costs, expenses, and legal fees incurred in enforcing Lessor's rights under the Lease, before or in connection with litigation or arbitration, including all reasonable attorneys' fees incurred at trial, on appeal and in any bankruptcy or arbitration proceeding, and for any deficiency in the disposition of the Equipment. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

(c) If a Default occurs, Lessee hereby agrees that ten (10) days' prior notice to Lessee of any public sale or of the time after which a private sale may be negotiated shall be conclusively deemed reasonable notice. None of Lessor's rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to Lessor at law or in equity, and no express or implied waiver by Lessor of any Default shall constitute a waiver of any other Default or a waiver of any of Lessor's rights.

(d) With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or any other collateral securing Lessee's obligations under any Lease, Lessee acknowledges and agrees that Lessor may dispose of Equipment on an "AS IS, WHERE IS" basis, in compliance with applicable law and with such preparation (if any) as Lessor determines to be commercially reasonable.

18. Notices. All notices and other communications hereunder shall be in writing and shall be sent by overnight courier or certified mail (return receipt requested), US postage prepaid, or hand delivered. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may, from time to time, designate by notice duly given in accordance with this section. Such notices and other communications shall be effective upon the earlier of receipt by the party or three (3) days after mailing if mailed in accordance with the terms of this section.

19. Indemnity. To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, causes of action, claims, suits, penalties, damages, losses, costs or expenses (including reasonable attorneys' fees, whether or not there is a lawsuit, and including those incurred at trial, on appeal and in any bankruptcy or arbitration proceeding), obligations, liabilities, demands and judgments (collectively, a "Liability") arising out of or in any way related to: (a) Lessee's failure to perform any covenant or Lessee's breach of any representation or warranty under the Lease Documents, (b) the order, manufacture, purchase, ownership, selection, acceptance, rejection, possession, rental, sublease, operation, use, maintenance, loss, damage, destruction, removal, storage, sale,

condition, delivery, return or other disposition of or any other matter relating to any Equipment; (c) any and all Liabilities in any way relating to or arising out of injury to persons, property or the environment relating to any Equipment or the Lease Documents; and (d) any and all Liabilities based on strict liability in tort, negligence, breach of warranties or violations of any regulatory law or requirement.

- 20. Fees and Expenses.** To the extent permitted by law, Lessee shall pay or reimburse Lessor amounts incurred during the Initial Term or then current Renewal Term for: (i) all UCC filing and search fees and expenses incurred by Lessor in connection with the verification, perfection or preservation of Lessor's rights hereunder or in the Equipment; (ii) any and all stamp, transfer and documentation taxes and fees payable or determined to be payable in connection with the execution, delivery and/or recording of the Lease Documents; and (iii) all fees and out-of-pocket expenses (including, but not limited to, reasonable attorneys' and other professional fees and expenses) incurred by Lessor in connection with the preparation, execution, administration, waiver or amendment of the Lease Documents or the collection of any sum payable under any of the Lease Documents not paid when due, and the enforcement of any of the Lease Documents. Fees include, without limitation, documentation, filing, title, inspection, change, assumption, payment convenience or delivery, repossession, forbearance.
- 21. Financial and Other Data.** Lessee, during the Term hereof, shall furnish Lessor such financial information as Lessor may from time to time reasonably request. All such information shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Lessee to be true and correct. Lessee shall provide Lessor, prior to the Initial Term and each Renewal Term, with current financial statements, budgets, and proof of appropriation for the ensuing year no more than thirty (30) days after such information is available to Lessee. Lessee shall also provide such additional financial information as Lessor may request with regard to Lessee's ongoing ability to perform its obligations under this Lease.
- 22. Representations and Warranties of Lessee.** Lessee represents and warrants that (a) Lessee is a municipal corporation organized and existing under the constitution and laws of the state where it is located, with the power and authority thereunder to enter into this Lease and assume and perform the obligations stated herein, and Lessee will take all actions necessary to preserve such existence, power, and authority; (b) Lessee has been duly authorized to execute and deliver the Lease Documents by proper action of its governing body and all other proceedings of Lessee relating to the transaction contemplated by this Lease have been performed according to all applicable local, state and federal laws; (c) Lessee covenants that it will use 95% or more of the proceeds of this Lease as soon as practicable for the purposes stated in this Lease - to wit, performance of essential local government functions of Lessee - and that no part of the proceeds shall be invested at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated when this Lease was entered into, would have resulted in classification of this Lease in any amount as an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code") and regulations thereunder; (d) Lessee designates this as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code and Lessee reasonably anticipates to issue qualified tax-exempt obligations during the budget year of the Rent Commencement Date in an amount not exceeding \$10,000,000; (e) this Lease is not a private activity bond as defined in Section 141 of the Code; (f) Lessee is a state or political subdivision with taxing power under the laws of the state where it is located; (g) the Lease Documents when entered into will constitute legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their terms; (h) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148, and all applicable Treasury Department regulations, in order to maintain the excludability of the interest component of Rent payments from federal income taxation; (i) there are no actions or proceedings to which Lessee is a party, and there are no other threatened actions or proceedings of which Lessee has knowledge, before any governmental authority which, either individually or in the aggregate, would adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder; and (j) the financial statements of Lessee (copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles, consistently applied, and fairly present Lessee's financial condition as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in its financial condition or operations. Lessee shall cause to be executed as a requirement of this Lease an opinion of counsel in substantially the form attached hereto and incorporated by this reference.
- 23. Title.** As of the Acceptance Date, Lessee shall have title to the Equipment during the Term of this Lease; however, Lessor shall have the right to immediately assume title to the Equipment and Lessee shall immediately surrender possession of the Equipment to Lessor (i) upon the occurrence of a Default and for so long as such Default is continuing, or (ii) upon termination of this Lease if Lessee does not exercise its option to purchase the Equipment.
- 24. Security Interest.** Lessee hereby grants to Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments) and all proceeds of the foregoing to secure the prompt

payment and performance as and when due of all indebtedness and obligations of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease. Lessee authorizes Lessor to file financing statements, including any amendments and continuation statements, to protect or perfect Lessor's interest in the Equipment, and Lessor shall have all of the rights and benefits of a secured party under the UCC as in effect from time to time hereafter in the state in which the Equipment is located or any other state with jurisdiction over the Equipment. Lessee hereby ratifies, to the extent permitted by law, all that Lessor shall lawfully and in good faith do or cause to be done by reason of and in compliance with this section. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCC financing statements filed by Lessor pursuant to this Lease.

25. **Governing Law.** THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS.
26. **Quiet Enjoyment.** So long as no Default has occurred and is continuing, Lessee shall peaceably hold and quietly enjoy the Equipment without interruption by Lessor or any person or entity claiming through Lessor.
27. **Entire Agreement.** This Lease, together with all other Lease Documents, constitutes the entire understanding or agreement between Lessor and Lessee with respect to the Equipment covered thereby, and there is no understanding or agreement, oral or written, which is not set forth herein or therein. No Lease Document may be amended except by a writing signed by Lessor and Lessee.
28. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS, WHERE IS." LESSEE HAS MADE THE SELECTION OF THE EQUIPMENT FROM THE SUPPLIER BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. LESSOR HEREBY ASSIGNS ANY WARRANTY BY THE SUPPLIER TO LESSEE FOR THE TERM OF EACH LEASE WITHOUT RECOURSE.
29. **Execution in Counterparts.** This Lease and all other Lease Documents may be executed in several counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument; provided, however, that to the extent that this Lease constitutes chattel paper under the UCC, no security interest may be created by the transfer or possession of any counterpart other than the original thereof, which shall be identified as a document or record (as applicable) marked "Original".
30. **Miscellaneous.** Time is of the essence with respect to this Lease. Any failure of Lessor to require strict performance by Lessee shall not be construed as a consent or waiver of any provision of such Lease. Any provision of this Lease that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof.

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

Lessor:

Financial Pacific Leasing, Inc. DBA Umpqua Bank
Equipment Leasing & Finance

Lessee:

City of Ukiah

By: _____

By: **X** _____

Name: _____

Name: Sage Sangiacomo

Title: _____

Title: City Manager



FINANCIAL REPORTING AND COVENANTS RIDER
013-1374627-004

To and part of Municipal Lease-Purchase Agreement dated as of TBD (the "Lease") between Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance its successors and assigns ("Lessor"), and City of Ukiah, its successors and permitted assigns ("Lessee"). All capitalized terms used herein which are not defined herein shall have the meanings set forth in the Lease.

- A. **Financial Reporting.** Throughout the term of the Municipal Lease-Purchase Agreement, Lessee shall provide Lessor with the following financial information:
Audited annual financial statements are due within 270 days of FYE.

In addition, throughout the term of the Municipal Lease-Purchase Agreement, Lessee shall comply with (a) all financial covenants set forth in any credit agreements between Lessee and Umpqua Bank (including any amendments thereto and waivers thereof), which covenants, if any, are hereby incorporated herein by reference; or (b) if Lessee terminates any credit relationship with Umpqua Bank throughout the term of the Municipal Lease-Purchase Agreement, Lessor shall evaluate the reason for any such termination and should Lessor determine that no material adverse change exists, Lessor shall thereafter assume the covenants which had been part of the Umpqua Bank credit agreement and Lessee shall then comply with any such covenants directly with Lessor. Should a material adverse change exist, Lessor shall have termination rights as presented in Section 17(b)iii of the Municipal Lease-Purchase Agreement.

Lessor:

Financial Pacific Leasing, Inc.
DBA Umpqua Bank Equipment Leasing & Finance

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

City of Ukiah

By: **X** _____

Name: Sage Sangiacomo

Title: City Manager

Date: _____



UMPQUA BANK

Equipment Leasing and Finance

**PRE-FUNDING LEASE ACCEPTANCE AGREEMENT AND
AUTHORIZATION TO COMMENCE LEASE
013-1374627-004**

The Lessor has received a request from the Lessee to advance funds to the Vendor(s) Prior to delivery of the equipment. As adequate and valuable consideration for Lessor and/or Assignees to advance funds to the Vendor(s), Lessee acknowledges this is a non-cancelable agreement and unconditionally agrees to the following:

Initial Here

____ Lessee agrees to accept the equipment described on the Lease Agreement at the Vendor's location of business. Lessee acknowledges full responsibility for loss or damage to the equipment from the time of Lessee's acceptance at Vendor's place of business. The undersigned agrees to settle all claims, defenses, set-offs and counterclaims it may have with the Vendor of the goods and equipment directly with the Vendor and not against Lessor. Lessee warrants to Lessor that the equipment is merchantable and fit for the purpose for which it was selected. Lessee makes this acceptance regardless of the working condition or installation of the equipment.

Initial Here

____ The Lease will commence and the Lessee will begin making payments to Lessor, regardless of the actual date of delivery, just as if the equipment had been accepted and delivered. Lessee understands that failure by the Vendor to deliver any equipment is the sole responsibility of Lessee and payments to Lessor will not be withheld for any reason.

Initial Here

____ By signature below the undersigned specifically authorizes and requests Lessor to make payment to the Vendor(s) of the equipment described in the Lease Agreement. Lessee agrees that said equipment has not been delivered, installed or accepted on a trial basis.

This Acceptance and Authorization supersedes any other Delivery and Acceptance Authorization.

Lessee understands and authorizes the conditions set forth in this agreement.

**THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS AND TRANSMITTED ELECTRONICALLY
WITH THE SAME FORCE AND EFFECT AS DELIVERY OF AN ORIGINAL.**

LESSEE: City of Ukiah

BY: _____

NAME: Sage Sangiacomo

TITLE: City Manager

DATE: _____

**MUNICIPAL LEASE-PURCHASE AGREEMENT
EQUIPMENT SCHEDULE
013-1374627-004**

EQUIPMENT DESCRIPTION

Lessor: Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance

Lessee: City of Ukiah

Lease: Equipment Schedule to Municipal Lease-Purchase Agreement dated as of TBD.

QTY	Serial #	Description	Purchase Price
3	TBD	Lifepak 15 V4 Cardiac Monitor/Defibrillators	Quoted \$166,912.43
3	TBD	Stryker MTS Power Load Systems	Quoted \$95,892.80
3	TBD	Stryker Power Pro 2 gurneys	Quoted \$95,889.95
3	TBD	FR Conversions Pioneer II Type II Ambulance	Quoted \$361,432.30

and all other equipment related thereto, including replacements, additions, attachments, substitutions, modifications, upgrades, and improvements thereto (collectively the "Equipment").

**MUNICIPAL LEASE-PURCHASE AGREEMENT
PAYMENT SCHEDULE
013-1374627-004**

<u>Date</u>	<u>Total Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Option to Purchase</u>
TBD	TBD	TBD	TBD	TBD

An Administrative Fee of \$TBD will appear on your first payment invoice

Interim rent is calculated as follows: (The rent divided by 30 days equals the daily rate) multiplied by the (number of days between closing and the first Rent Payment date) equals the total interim rent.

Provided Lessee provides notice pursuant to the Municipal Lease-Purchase Agreement, section 10(b), payment of the applicable Option to Purchase Amount may occur concurrently with the Lessee's final installment payment.

**THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS AND TRANSMITTED ELECTRONICALLY
WITH THE SAME FORCE AND EFFECT AS DELIVERY OF AN ORIGINAL.**

Lessee: City of Ukiah

By: **X** _____

Name: Sage Sangiacomo

Title: City Manager

Date: _____

Lessor: Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance

By: _____

Name: _____

Title: _____

Date: _____



FUNDING REQUEST
013-1374627-004

Financial Pacific Leasing, Inc., DBA
Umpqua Bank Equipment Leasing & Finance
3455 South 344th Way Suite 300
Federal Way, WA 98001

Dear Sir or Madam,

We hereby notify and authorize Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance to issue payment in the amount of \$TBD to TBD for Invoice Number TBD as reflected in the attached Exhibit A.

Lessee: City of Ukiah

By: **X** _____

Name: Sage Sangiacomo

Title: City Manager

Date: _____



UMPQUA BANK

Equipment Leasing and Finance

AUTHORIZATION AND ACKNOWLEDGEMENT FOR RELEASE OF INFORMATION

I, the undersigned applicant, direct Umpqua Bank (Bank) to provide to Financial Pacific Leasing, Inc. d.b.a. Umpqua Bank Equipment Leasing & Finance, (UBELF), my financial information, including copies of my credit report, financial statements, tax returns, credit applications, and any other material I have provided to the Bank or Bank has obtained from third-parties on my behalf, for purposes of obtaining or investigating the financial accommodation available from Bank. I direct and consent to the sharing of financial information between UBELF and Bank for my convenience and benefit.

Important Information about Procedures

To help the government fight the funding of terrorism and money laundering activities, Federal law *requires* all financial institutions to obtain, verify, and record information that identifies each person or beneficial owner of a corporation that opens an account.

What this means for you: When you open an account, we will ask for your name, date of birth and the physical address of the business and, if different, the mailing address. We will also ask for a TIN/EIN (this may be your social security number) and other information that will allow us to identify you such as your non-expired driver's license or other identifying documents.

**THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS AND TRANSMITTED ELECTRONICALLY
WITH THE SAME FORCE AND EFFECT AS DELIVERY OF AN ORIGINAL.**

Customer: City of Ukiah

By: **X** _____

Name: Sage Sangiacomo

Title: City Manager

Date: _____

AUTHORIZATION FOR DIRECT PAYMENTS (ACH Debits)

Company Name: City of Ukiah

Contract #: 013-1374627-004

I (we) authorize Financial Pacific Leasing, Inc. dba Umpqua Bank Equipment Leasing and Finance, or its assigns, to automatically withdraw from the financial institution shown on the attached voided check any and all sums due in connection with the contract identified above. The undersigned authorizes the debit of all payments as well as debit entries for charges where the amount and time frame varies, including, but not limited to insurance, tax, NSF and late fee payments.

I (we) confirm I (we) are authorized to sign on behalf of the debtor and bind the company to this agreement. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. I (we) also acknowledge that the Company may assign the account to a third party and that assignee may then initiate debit entries pursuant to this authorization.

This authorization is required to remain in full force and effect until the Company has received written notification SEVEN (7) business days before the due date. Contact our Customer Service Department at service@finpac.com or 800-447-7107 to update or modify your bank account information. This agreement may, at the Company's discretion, be suspended at any time.

To view your monthly invoice, go to fastpay.finpac.com to register.
No written notice will be forwarded.

BY: _____

NAME: Sage Sangiacomo

DATE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

PLEASE ATTACH A COPY OF A VOIDED CHECK

**THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS AND TRANSMITTED ELECTRONICALLY
WITH THE SAME FORCE AND EFFECT AS DELIVERY OF AN ORIGINAL.**

PUBLIC FINANCE EQUIPMENT LEASE APPLICATION

Contact Information

Name: TBD _____ Email: TBD _____ Phone: TBD _____

Lessee Information

Legal Name of Lessee: City of Ukiah City: Ukiah State: CA

Equipment & Payment Information

Equipment Description:

3 Lifepak 15 V4 cardiac monitor/defibrillators, 3 Stryker MTS Power Load Systems, 3 Stryker Power Pro 2 Gurneys, 3 FR Conversions Pioneer II Type II Ambulances

Equipment Final Delivery Date: TBD _____ Equipment Total Cost: \$720,127.48

Down Payment: TBD _____ Trade in or Other Discounts: TBD _____

Amount to Finance: TBD _____ # of Years to Finance: 5 years

Payment Frequency: monthly First Payment: TBD _____

First Payment Date if Applicable: TBD _____ Referred by: TBD _____

Additional Information

Is this acquisition subject to competitive bidding? If yes, what is the deadline for the bid process? TBD _____

Is this acquisition formally approved by your board or other leadership? ☐ Yes ☐ No

If yes, by what document (please provide the decision date)? TBD _____

Who will be the authorized signer for this lease? Sage Sangiacomo, City Manager

What is the primary designated repayment fund? TBD _____

What is the nature of the requested equipment that makes it essential use to your entity?

TBD _____

Website address to access CAFR: N/A

Additional Notes:

** We do not lease to Federal agencies*



AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction by Title Only of an Ordinance to Approve a Rezone from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2), as well as Approval of a Minor Subdivision Resulting in Two (2) Parcels at 960-979 Marlene Street; (APNs 003-100-24 - 003-100-437); File No. #24-9277.

DEPARTMENT: Community
Development

PREPARED BY: Jesse Davis, Chief Planning Manager

PRESENTER: Jesse Davis, Chief Planning Manager

ATTACHMENTS:

1. Application Materials
2. Draft Findings
3. Draft Conditions of Approval
4. Agency Comments and Responses
5. Technical Memorandum – CEQA Exemption (Terra Nova Planning & Research)
6. Draft Ordinance
7. 12a Presentation given at meeting

Summary: Council will consider a request for a rezone from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2), and consider approval of a Minor Subdivision resulting in two (2) parcels at 960-979 Marlene Street.

Background: On February 13, 1980, after continuing the item from a meeting on November 28, 1979, the Ukiah Planning Commission approved Use Permit No. 80-40 allowing for a condominium conversion project and Planned Development subject to the Conditions of Approval included in Attachment 1 as part of the submitted application materials.

On October 3, 1984, the Tentative Map was amended to replace the previously required recreational improvements/tennis courts with an open turf area, and relocate the pool to the southwestern portion of the project site residents. The tentative map was amended by Resolution No. 85-29, and carried by a unanimous roll call vote with the condition that the lawn area be landscaped and automatic irrigation system be installed.

Ultimately, after receiving an extension, the City Council adopted the final map on May 7, 1986, after all improvements were finalized and the associated covenants, conditions, and restrictions provided to Staff.

Besides minor repairs, upgrades or maintenance, there has been minimal development activity associated with the subject parcel or the associated structures since they were originally constructed. Since finalization of the condominiums in 1986, two (2) separate Planned Developments have been facilitated to the north of the subject property, including the Marlene Estates (PD #14) and 950 Marlene Street (PD #16). While Marlene Street Condominiums is a Planned Development, it is not assigned a PD number. Furthermore, it is not separately identified on the official zoning map for the City of Ukiah.

On September 11, 2024, the Planning Commission held a public hearing to provide recommendations to the City Council on the location of the proposed rezone and minor subdivision. By a unanimous 3-0 vote (Johnson

absent, one vacancy), the Planning Commission recommended that the City Council approve a proposed Zoning Map Amendment, rezoning the subject parcel from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2) (“Amendments”) based on the Findings included in Attachment 2, the Conditions of Approval in Attachment 3, and the response of agencies having jurisdiction in Attachment 4.

Discussion: The rezone would remove a Planned Development (PD) designation applied to the property in 1980, thereby allowing it to revert to its base (R-2) zoning designation, which is consistent with the Medium Density Residential (MDR) land use classification currently assigned and affirmed as part of City's 2040 General Plan. Subsequently, the project would subdivide an underutilized parcel, and allow for future development consistent with the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) and potentially the City's Objective Design & Development Standards.

In accordance with the California Environmental Quality Act (CEQA), the City of Ukiah Planning Division, in coordination with Terra Nova Planning & Research Incorporated, prepared a technical memorandum for the proposed Project and determined that the Project is exempt as allowed by CEQA Guidelines Section 15301, Class 1, Existing Facilities, as well as Section 15315, Class 15, Minor Land Divisions (Attachment 5). A draft ordinance (Attachment 6) is provided for the review and consideration of the City Council.

Staff recommends Council introduce by title only an Ordinance to approve a Rezone from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2), as well as approve a Minor Subdivision resulting in two (2) parcels at 960-979 Marlene Street.

Recommended Action: Introduce by title only an Ordinance to approve a Rezone from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2), as well as approve a Minor Subdivision resulting in two (2) parcels at 960-979 Marlene Street; (APNs 003-100-24 - 003-100-437); File No. #24-9277.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Cost Recovery; Project Specific

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): H-2 (Expand Housing Opportunities); H-5 (Future Housing Needs); LU-1 (Variety of Housing Types)

Approved: 
Sage Sangiacomo, City Manager



City of Ukiah

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

Planning Permit Application

PROJECT NAME: Marlene Street minor subdivision and rezone																							
PROJECT ADDRESS/CROSS STREETS: 960-979 Marlene Street, Ukiah				AP NUMBER(S): 003-100-24 thru 43																			
APPLICANT/AUTHORIZED AGENT: Marcia Morgan Lazaro		PHONE NO: 707-972-4204	FAX NO:	E-MAIL ADDRESS: marcia.lazaro@coldwellbanker.com																			
APPLICANT/AUTHORIZED AGENT ADDRESS: 444 N. State Street			CITY: Ukiah	STATE/ZIP: CA 95482																			
PROPERTY OWNER IF OTHER THAN APPLICANT/AGENT: Ellen Bing & Hin Lok Kung		PHONE NO: 707-217-2764	FAX NO:	E-MAIL ADDRESS: ebkung@mindspring.com																			
PROPERTY OWNER ADDRESS IF OTHER THAN APPLICANT: 1879 32nd Ave.			CITY: San Francisco	STATE/ZIP: CA 94122																			
HAS YOUR PROJECT RECEIVED A PRELIMINARY REVIEW? ☐ YES ☐ NO																							
☐ AIRPORT LAND USE COMM. DETERMINATION REFERRAL 100.0800.611.003	\$	☐ REZONING - PLANNED DISTRICT 100.0800.611.001	\$	☒ USE PERMIT - AMENDMENT 100.0400.449.001	\$ —																		
☐ ANNEXATION 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT - AMENDMENT 100.0400.449.001	\$	☐ USE PERMIT - MAJOR 100.0400.449.001	\$																		
☐ APPEAL 100.0400.449.001	\$	☐ SITE DEVELOPMENT PERMIT - MAJOR 100.0400.449.001	\$	☐ USE PERMIT - MINOR 100.0400.449.001	\$																		
☐ GENERAL PLAN AMENDMENT 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT - MINOR 100.0400.449.001	\$	☐ VARIANCE - MAJOR 100.0400.449.001	\$																		
☐ MURAL PERMIT 100.0400.449.001	\$	☐ SPECIFIC/MASTER PLAN 100.0800.611.003	\$	☐ VARIANCE - MINOR 100.0400.449.001	\$																		
☐ PRE-DEVELOPMENT MEETING 100.0800.611.003	\$	☒ MINOR SUBDIVISION/TENTATIVE PARCEL MAP (4 OR FEWER LOTS) 100.0800.610.001	\$ —	☐ ZONING AMENDMENT MAP OR TEXT 100.0800.611.001	\$																		
☐ STAFF RESEARCH (MORE THAN 1 HOUR) 10023100.41153	\$	☐ MAJOR SUBDIVISION/TENTATIVE SUBDIVISION MAP (5 OR MORE LOTS) 100.0800.610.001	\$	☒ REZONING 100.0800.611.001	\$ —																		
☐ LOT LINE ADJUSTMENT OR MERGER 100.0800.610.001	\$	☐ OTHER	\$	☐ OTHER	\$																		
<table border="1"> <tr> <td>COUNTY CEQA FILING FEE: CHECK PAYABLE TO MENDOCINO CO.</td> <td>\$ —</td> <td>MAJOR PERMIT DEPOSIT:</td> <td>\$ 3,000</td> <td>FILING DATE:</td> <td>03/14/2024</td> </tr> <tr> <td>COUNTY CEQA (NEG DEC) FEE: CHECK PAYABLE TO MENDOCINO CO.</td> <td>\$ —</td> <td>MINOR PERMIT FEE:</td> <td>\$ -</td> <td>TOTAL AMOUNT PAID:</td> <td>\$ 3,000</td> </tr> <tr> <td>COUNTY CEQA (EIR) FEE: CHECK PAYABLE TO MENDOCINO CO.</td> <td>\$ —</td> <td>TOTAL FEE:</td> <td>\$ 3,000</td> <td>RECEIPT NUMBER:</td> <td>—</td> </tr> </table>						COUNTY CEQA FILING FEE: CHECK PAYABLE TO MENDOCINO CO.	\$ —	MAJOR PERMIT DEPOSIT:	\$ 3,000	FILING DATE:	03/14/2024	COUNTY CEQA (NEG DEC) FEE: CHECK PAYABLE TO MENDOCINO CO.	\$ —	MINOR PERMIT FEE:	\$ -	TOTAL AMOUNT PAID:	\$ 3,000	COUNTY CEQA (EIR) FEE: CHECK PAYABLE TO MENDOCINO CO.	\$ —	TOTAL FEE:	\$ 3,000	RECEIPT NUMBER:	—
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COUNTY CEQA (EIR) FEE: CHECK PAYABLE TO MENDOCINO CO.	\$ —	TOTAL FEE:	\$ 3,000	RECEIPT NUMBER:	—																		
APPLICATION NUMBER(S): 24-9277																							

Recommendation: Prior to submitting an application, discuss your project with Staff to discover what fees (sewer, water, in-lieu park fees, traffic impact fees, etc.) may be required for your project. Also, ask about street tree requirements, required sidewalk repairs, drainage issues, storm water mitigation requirements, frontage improvements, etc.

2 lot minor subdivision, rezone Parcel 1 out of PD to MDR

Project Description See Tentative map

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

Environmental Review and Reports

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

Use Information

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

Description of Building & Site			
Parcel Size: 2.30 AC	Building Size:	Number of Floors:	
Use of Building (check all that apply)	Description	Square Footage	Number of Units/Suites
☐ Office (business/professional)	See Tentative Map		
☐ Office (medical/dental)			
☐ Retail			
☐ Light Industrial			
☐ Residential			
☐ Other:			
Operating Characteristics			
Days and Hours of Operation:			
Number of Shifts:	Days and Hours of Shifts:		
Number of Employees/Shift:			
Loading Facilities: ☐ Yes ☐ No	Type/Vehicle Size:		
Deliveries: ☐ Yes ☐ No	Type:	Number (day/week/month):	Time(s) of Day:
Outdoor areas associated with use? (check all that apply) ☐ Yes ☐ No	Sales area: ☐ Yes ☐ No Square Footage:	Unloading of deliveries: ☐ Yes ☐ No Square Footage:	Storage: ☐ Yes ☐ No Square Footage:
Noise Generating Use? ☐ Yes ☐ No	Description:		

To Be Completed by Staff

General Plan Designation: MDR	Zoning District: R2	Airport Land Use Designation: Zones 3 & 6
City's Architectural & Historic Inventory: ☐ YES ☒ NO	Age of Building: Appx. 40 Years	Demolition Policy: N/A
Hillside: ☐ YES ☒ NO	Flood Designation FIRM Map: Floodway	Flood Designation Floodway Map: Floodway
Tree Policies		
General Plan Open Space Conservation ☒ NO ☐ YES GOAL/POLICY #:	Community Forest Management Plan ☒ NO ☐ YES GOAL/POLICY #:	
Landscaping and Streetscape Design Guidelines ☐ NO ☒ YES GUIDELINE #:	Commercial Development Design Guidelines ☒ NO ☐ YES GUIDELINE #:	
Tree Protection and Enhancement Policy ☐ NO ☒ YES NOTES:	Tree Planting and Maintenance Policy ☐ NO ☒ YES NOTES:	
UCC: Street Tree Policy, Purpose and Intent ☐ NO ☒ YES NOTES:	Other:	
Notes		

I, Ellen Bing Kang Hin Lok Kang, owner authorize Marcia Lazaro to act on my behalf for this project and I have read and agree with all of the above. (Application must be signed by owner).

Ellen Bing Kang Hin Lok Kang 3/14/2024
PROPERTY OWNER SIGNATURE DATE

I, Marcia Morgan Lazaro, am the ☐ owner / ☒ authorized agent of the property for which the development is proposed. The above information and attached documents are true and accurate to the best of my knowledge.
I have read and agree with all of the above.

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

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

Marcia Morgan Lazaro 3/14/24
☐ OWNER / ☒ AUTHORIZED AGENT DATE

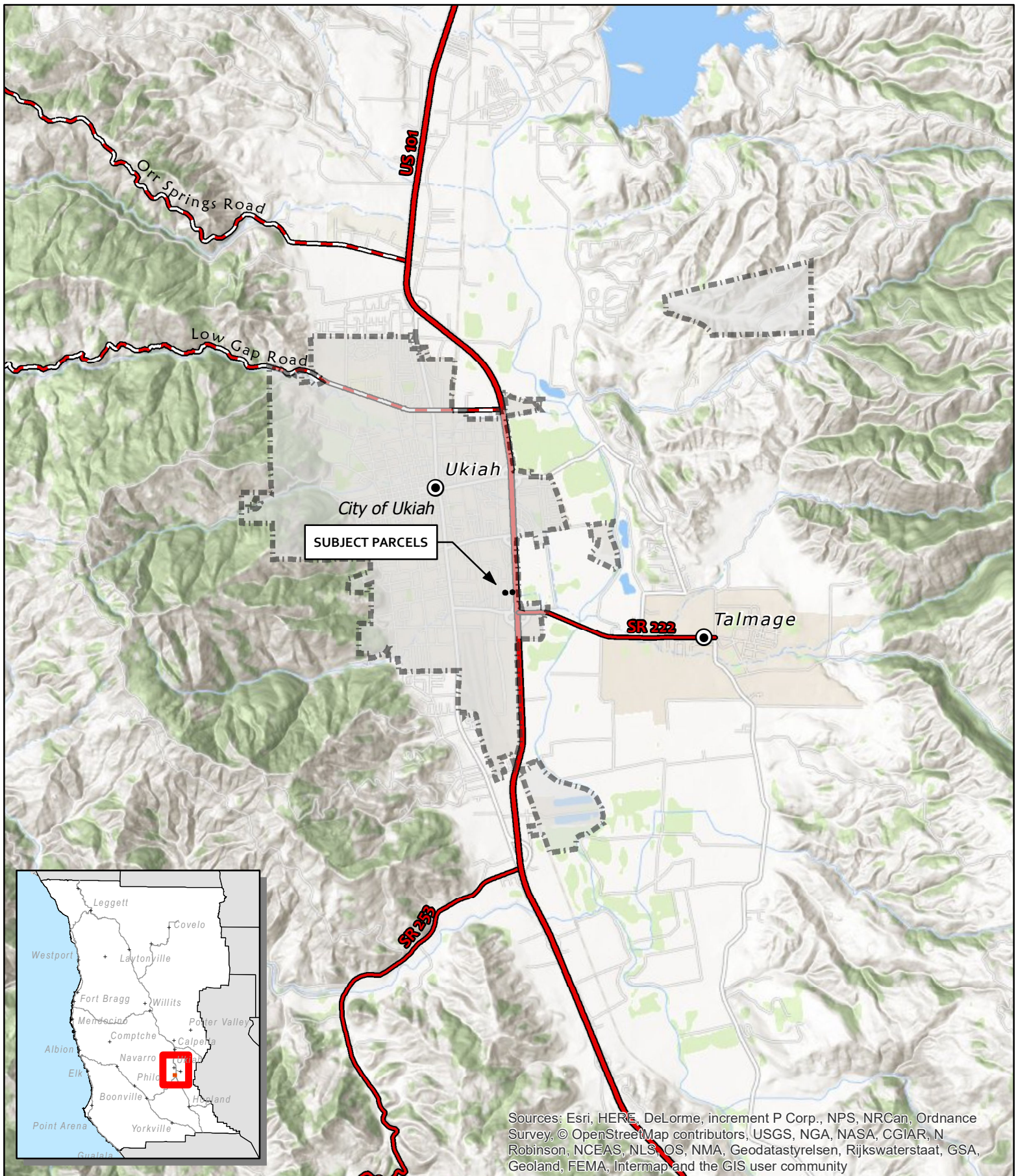
INDEMNIFICATION AGREEMENT

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

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

I have read and agree to all of the above.

Ellen Bing Kang Hin Lok Kang
☒ PROPERTY OWNER / ☐ AUTHORIZED AGENT
(PLEASE PRINT NAME)
Marcia Morgan Lazaro 3/14/24
☐ PROPERTY OWNER / ☒ AUTHORIZED AGENT DATE
(SIGNATURE)



CASE: File No. 24-9277
OWNER: Kung, Hin Lok & Ellen
APN: 003-100-24 & 43
APLCT: Kung, Hin Lok & Ellen
AGENT: Marcia Morgan Lazaro
ADDRESS: 960 & 979 Marlene St, Ukiah

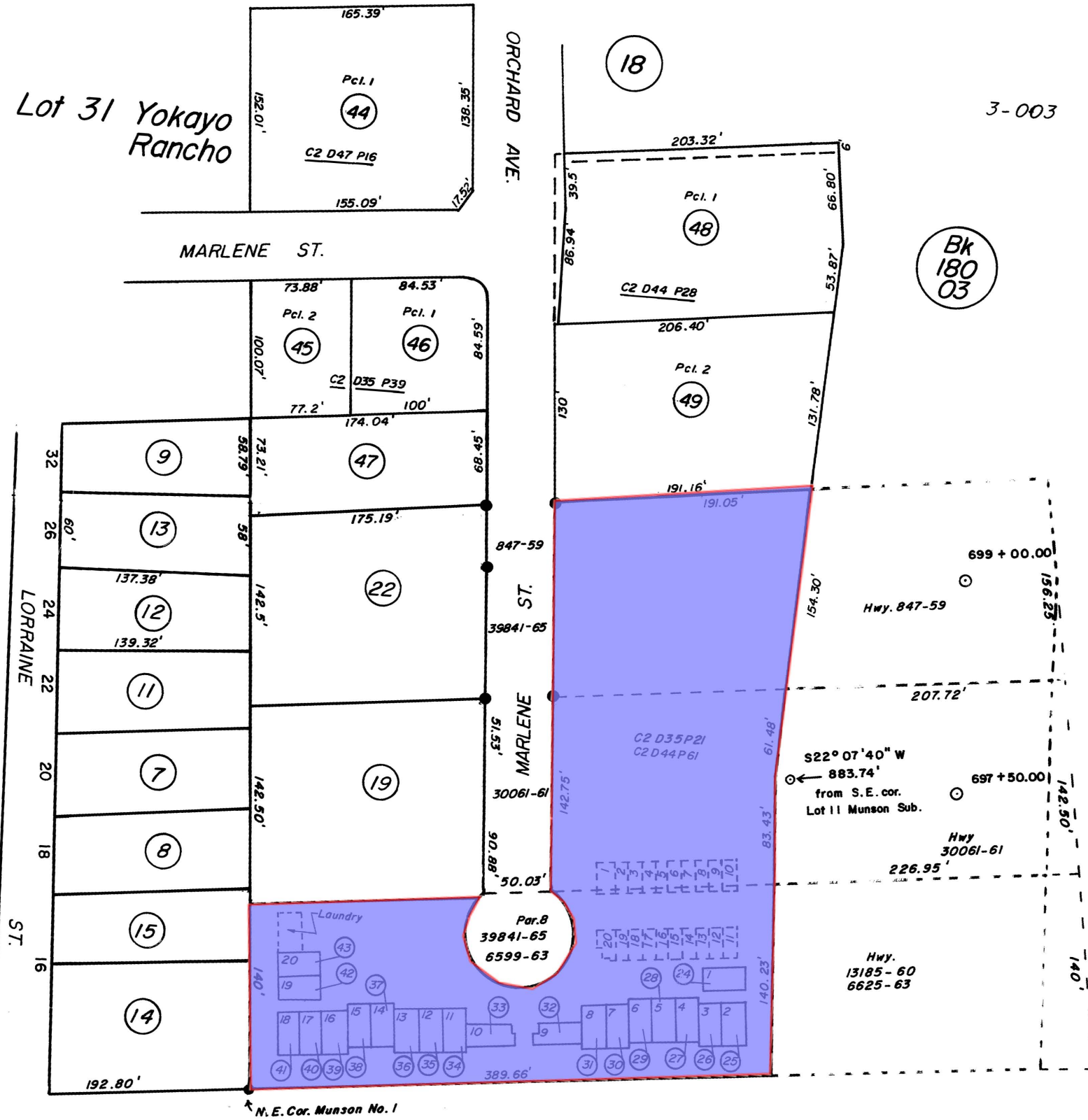
Major Towns & Places
 Major Roads
 City Limits
 Highways

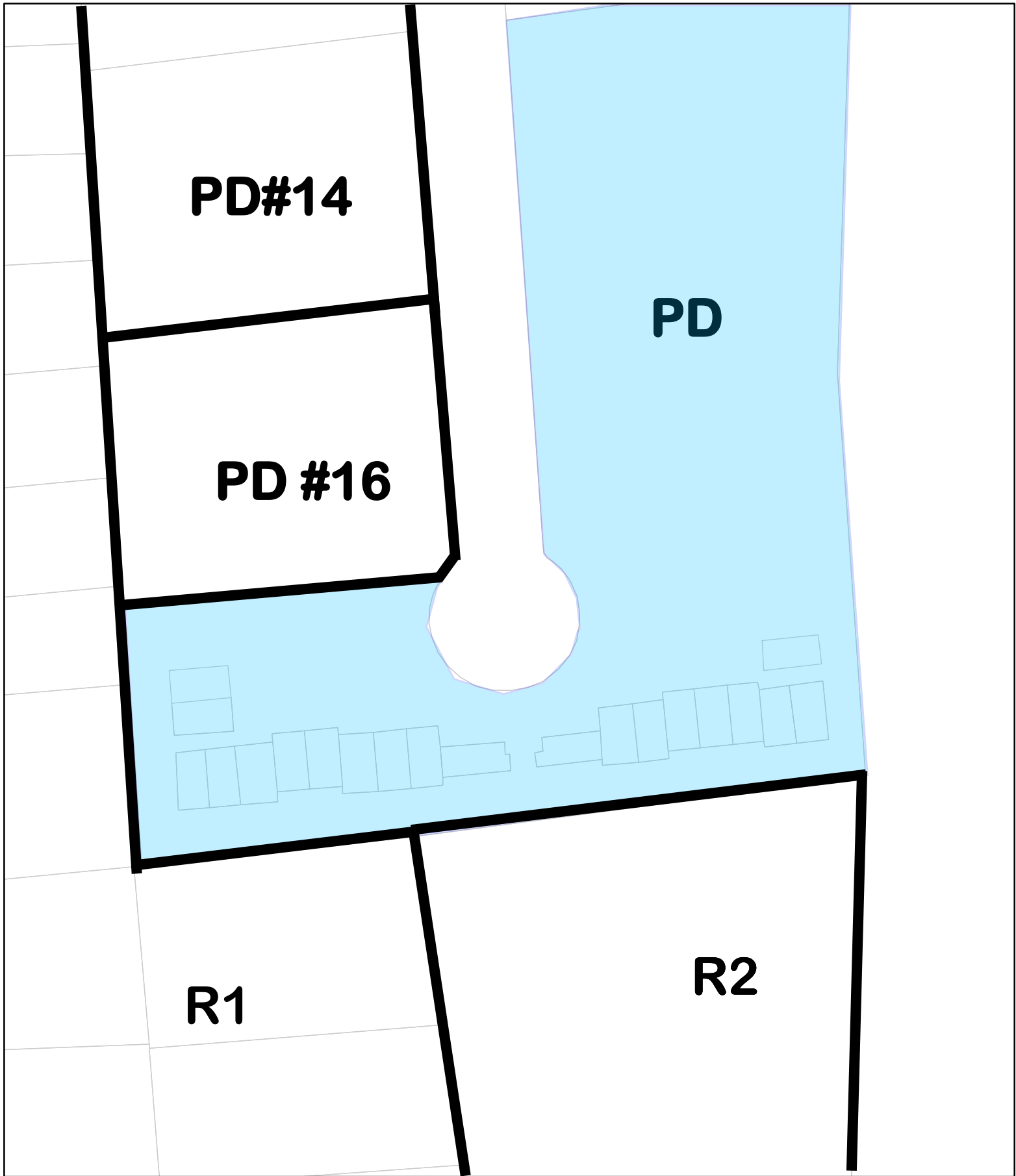
0 2,800 5,600 Feet
 0 0.5 1 Miles
 1:63,360

LOCATION

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

Fr. Lot 31 Yokayo
Rancho





CASE: File No. 24-9277
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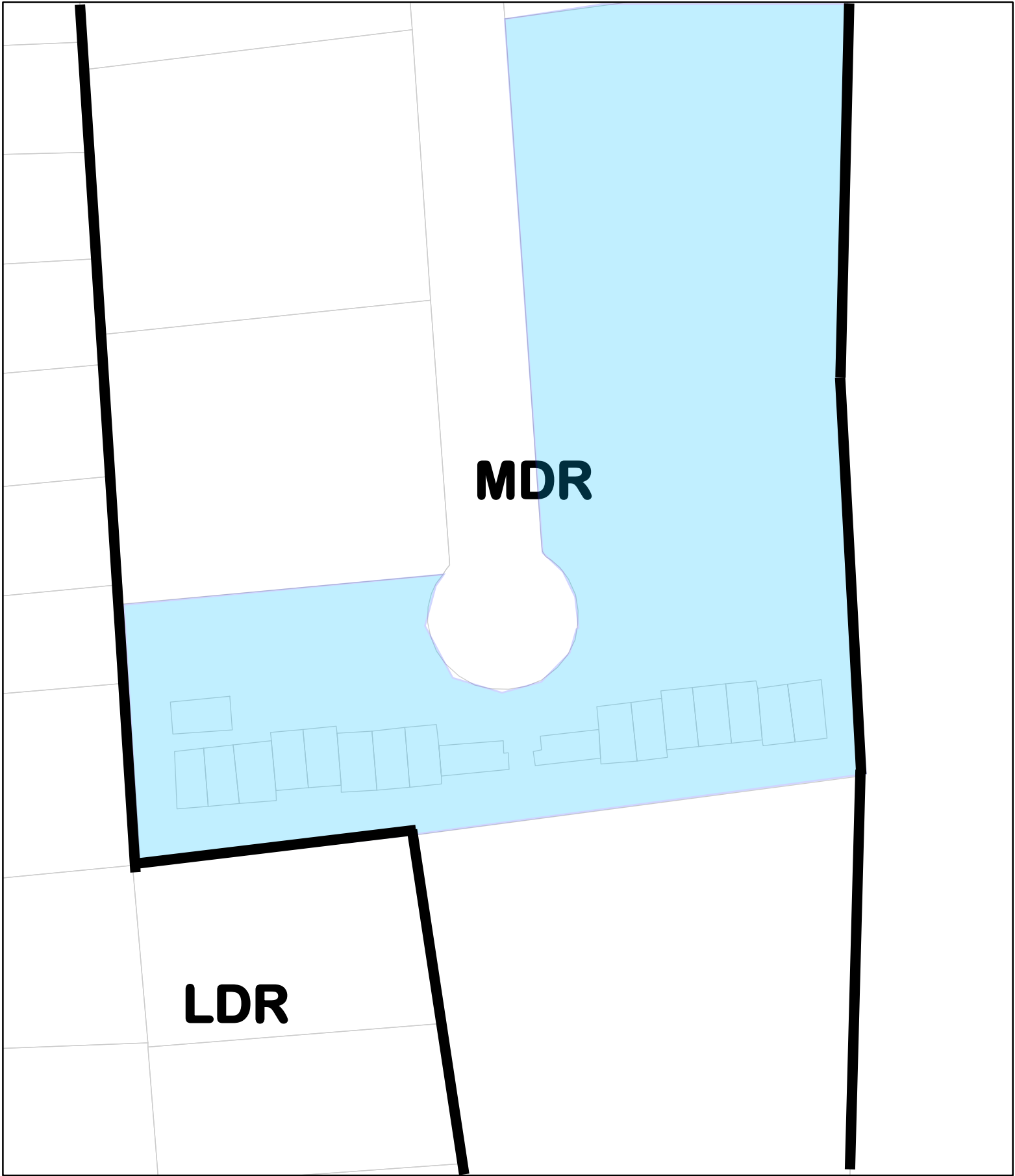
 Assessors Parcels

0 35 70 Feet
0 0.005 0.01 Miles
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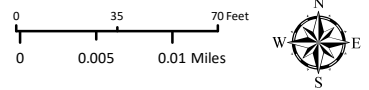
ZONING

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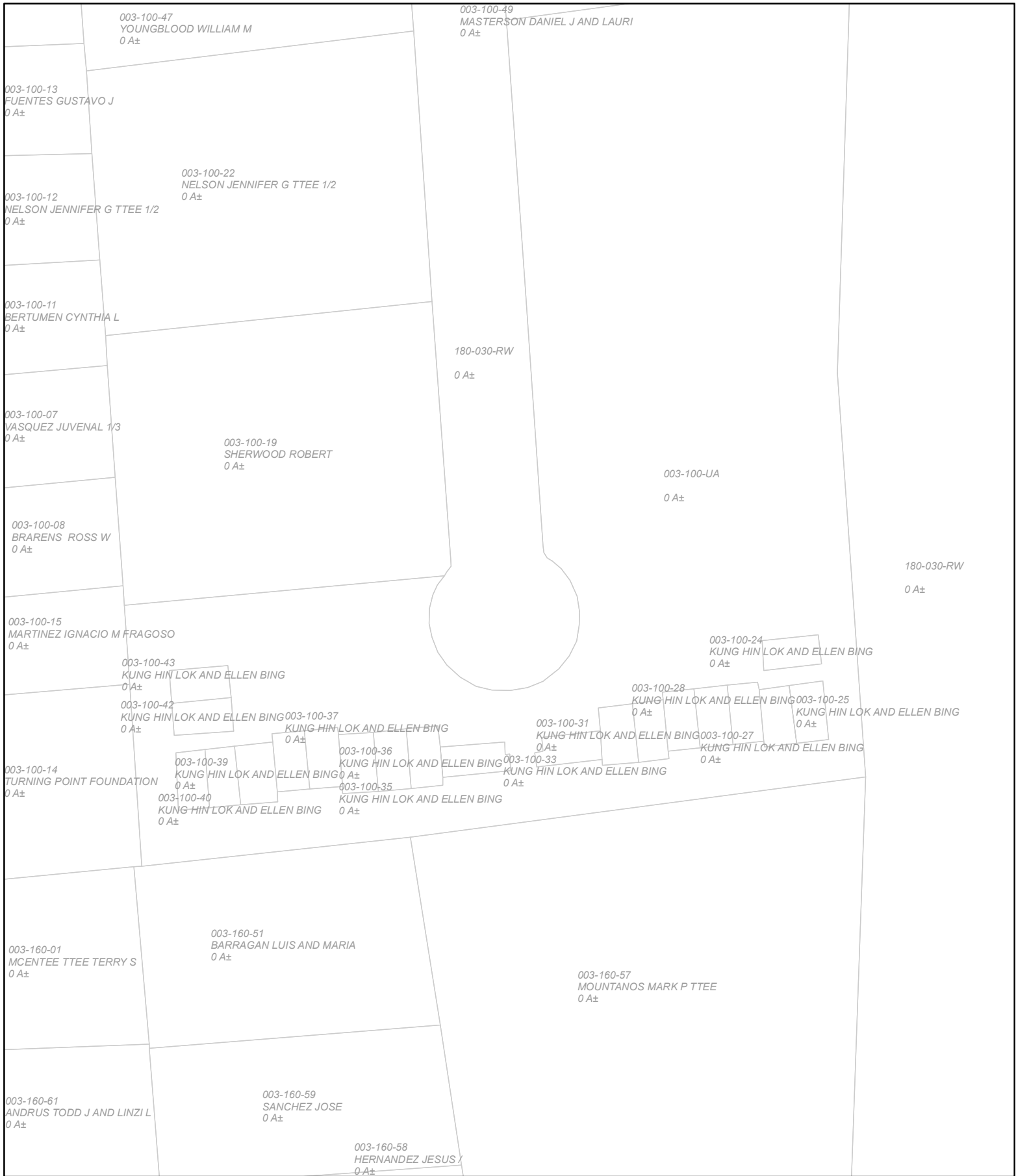
CASE: File No. 24-9277
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AGENT: Marcia Morgan Lazaro
ADDRESS: 960 & 979 Marlene St, Ukiah

 Assessors Parcels



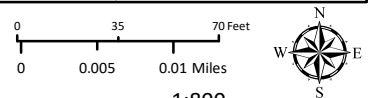
General Plan

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CASE: File No. 24-9277
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 Assessors Parcels



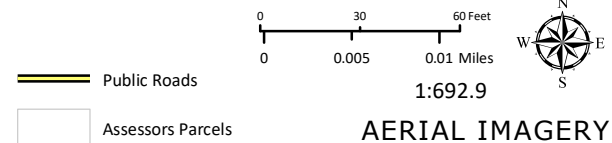
1:800
ADJACENT PARCELS

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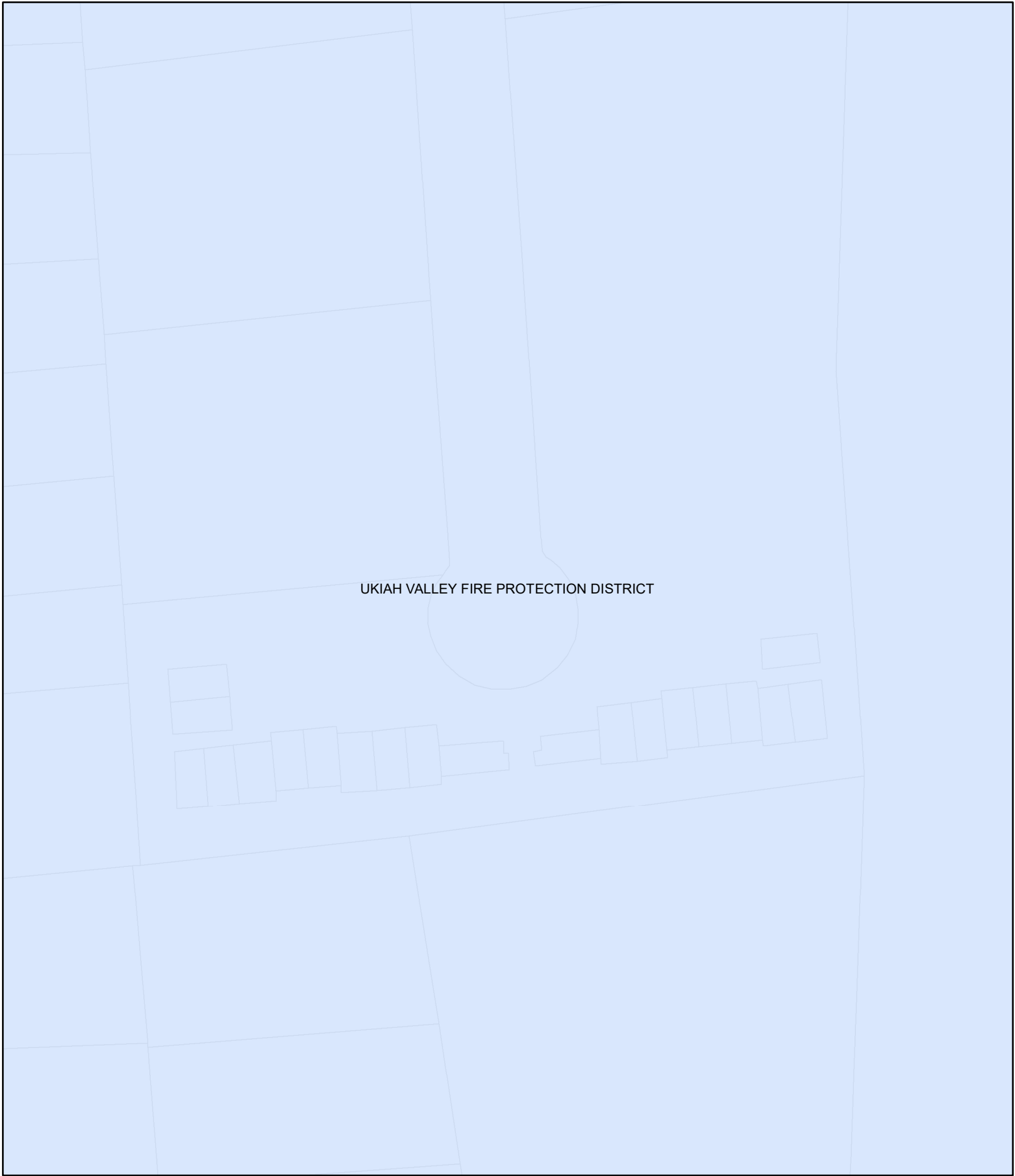


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

CASE: File No. 24-9277
OWNER: Kung, Hin Lok & Ellen
APN: 003-100-24 & 43
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AGENT: Marcia Morgan Lazaro
ADDRESS: 960 & 979 Marlene St, Ukiah



THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES



UKIAH VALLEY FIRE PROTECTION DISTRICT

CASE: File No. 24-9277
OWNER: Kung, Hin Lok & Ellen
APN: 003-100-24 & 43
APLCT: Kung, Hin Lok & Ellen
AGENT: Marcia Morgan Lazaro
ADDRESS: 960 & 979 Marlene St, Ukiah

 Assessors' Parcels

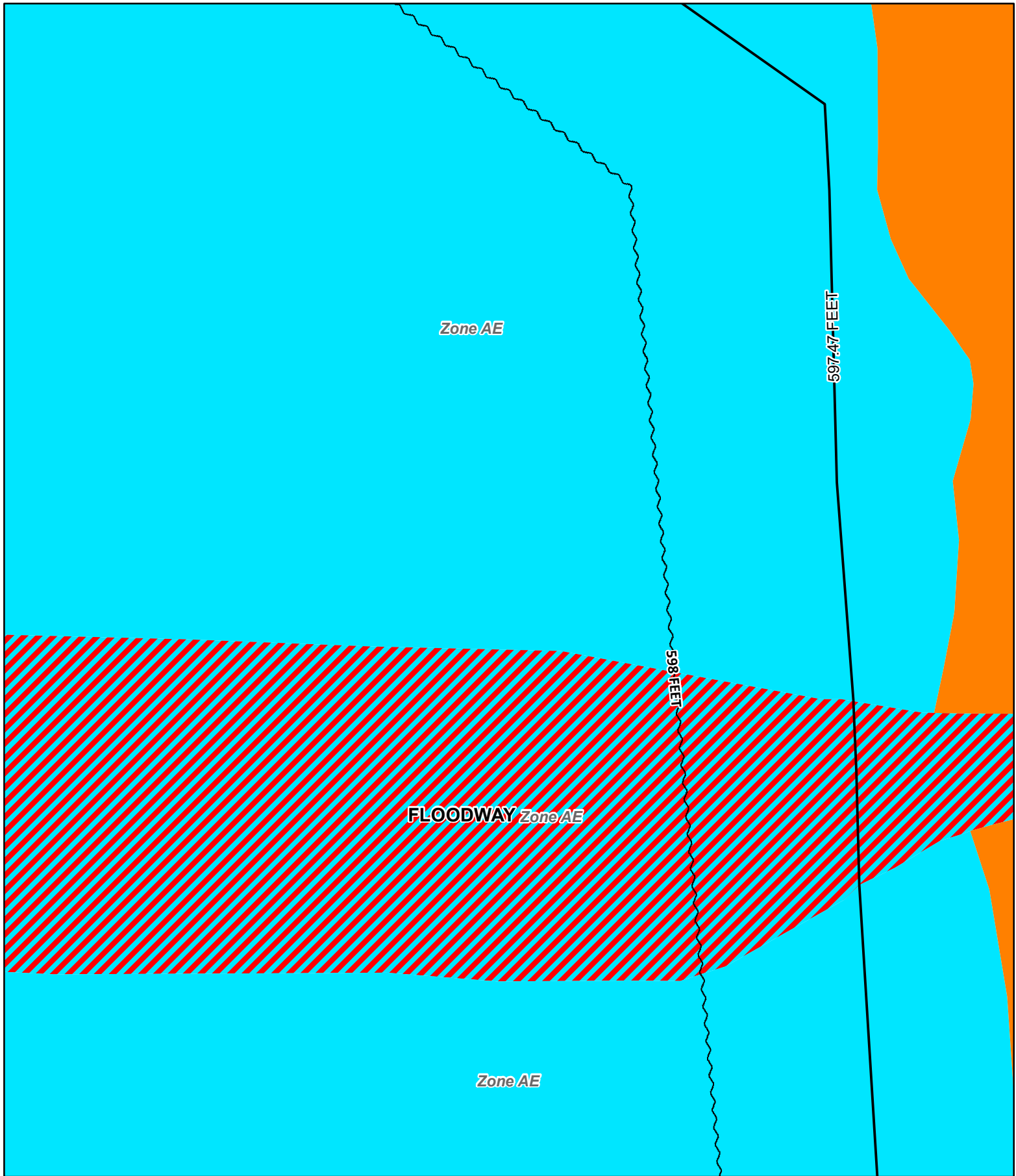
0 35 70 Feet
0 0.005 0.01 Miles



1:800

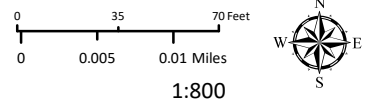
FIRE HAZARD ZONES & RESPONSIBILITY AREAS
STATE RESPONSIBILITY AREA

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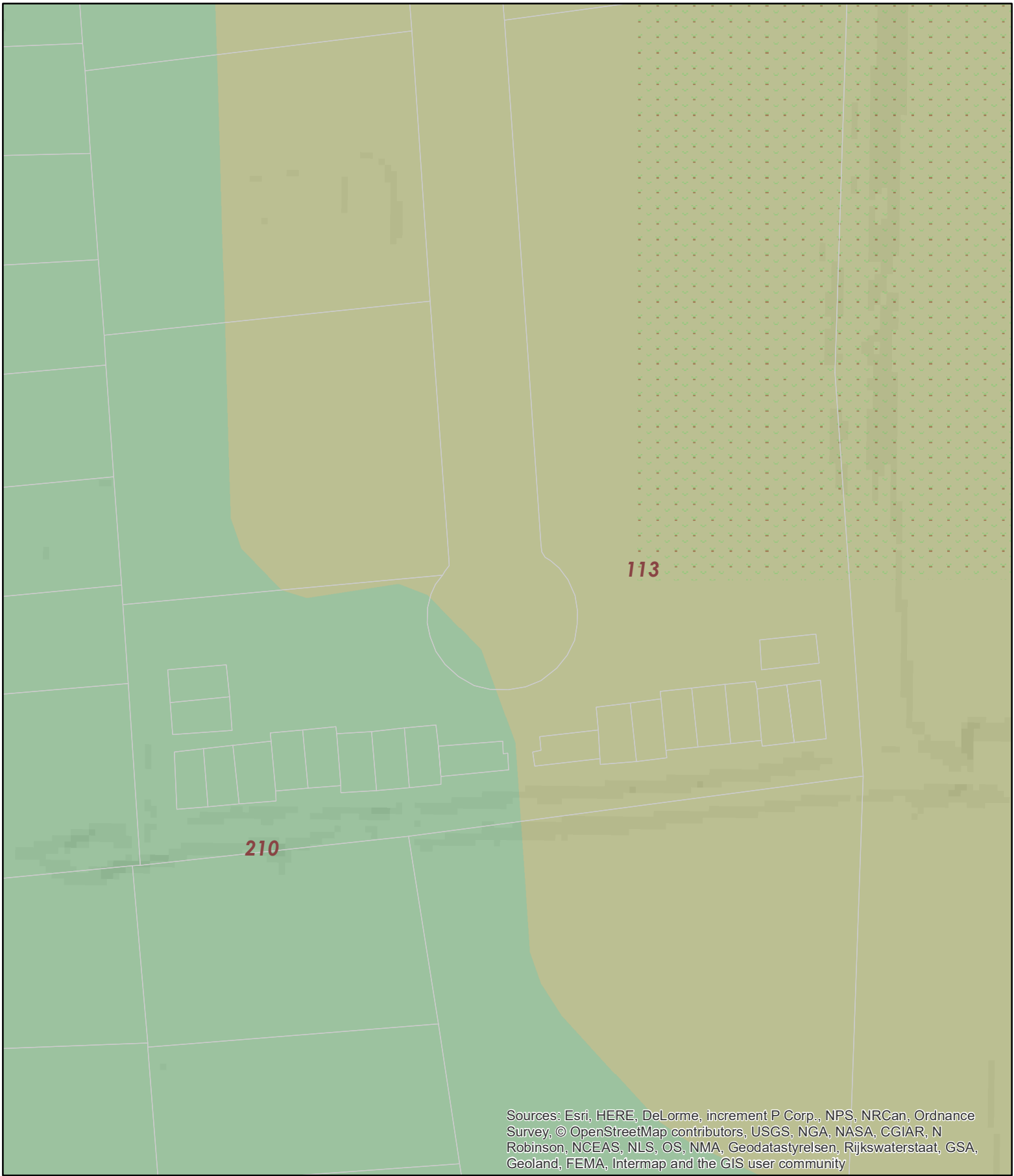
CASE: File No. 24-9277
OWNER: Kung, Hin Lok & Ellen
APN: 003-100-24 & 43
APLCT: Kung, Hin Lok & Ellen
AGENT: Marcia Morgan Lazaro
ADDRESS: 960 & 979 Marlene St, Ukiah

-  Cross-Sections
-  Base Flood Elevations
-  1% Annual Chance Flood Hazard
-  Regulatory Floodway
-  0.2% Annual Chance Flood Hazard
-  Assessors' Parcels



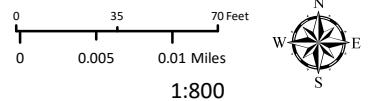
FLOOD ZONES

**THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
 DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES**



CASE: File No. 24-9277
OWNER: Kung, Hin Lok & Ellen
APN: 003-100-24 & 43
APLCT: Kung, Hin Lok & Ellen
AGENT: Marcia Morgan Lazaro
ADDRESS: 960 & 979 Marlene St, Ukiah

 Assessor's Parcels
 Naturally Occurring Asbestos



EASTERN SOIL CLASSIFICATIONS

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DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

RECORDER'S CERTIFICATE

FILED THIS 20 DAY OF May, 1986, AT 10:45 A.M. IN MAP CASE 2, DRAWER 44, PAGE 61, AT THE REQUEST OF W.R. COOTS. MARSHA A. YOUNG COUNTY RECORDER BY Ferna Bennett, DEPUTY FEE \$12.00

PLANNING COMMISSION CERTIFICATE

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF UKIAH, STATE OF CALIFORNIA, ON THE 9th DAY OF April, 1986, EXAMINED THIS MAP AND FINDS THAT SAID MAP CONFORMS WITH THE ACTION TAKEN ON THE TENTATIVE MAP THEREOF. W. W. W. CHAIRMAN OF THE PLANNING COMMISSION - CITY OF UKIAH

CITY COUNCIL CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF UKIAH, STATE OF CALIFORNIA, ON THE 7th DAY OF May, 1986, BY MOTION REGULARLY PASSED AND ENTERED IN THE MINUTES OF SAID COUNCIL, DID APPROVE THIS MAP, AND ACCEPT THE EASEMENTS OFFERED FOR DEDICATION AS SHOWN HEREON. Charles D. Myers MAYOR C. J. S. S. CITY CLERK

BOND CERTIFICATE

I, JOYCE A. BEARD, CLERK OF THE BOARD OF SUPERVISORS, OF THE COUNTY OF MENDOCINO, HEREBY CERTIFY THAT THE BOND OR DEPOSIT AS REQUIRED BY THE SUBDIVISION MAP ACT, SECTION 66464 OF THE GOVERNMENT CODE, TITLE 7, DIVISION 2, (COMMENCING WITH SECTION 66410) HAS BEEN FILED. DATED THIS 16th DAY OF May, 1986.

JOYCE A. BEARD CLERK-BOARD OF SUPERVISORS By: Virginia Goodacre, Deputy

MAP FILING REPORT

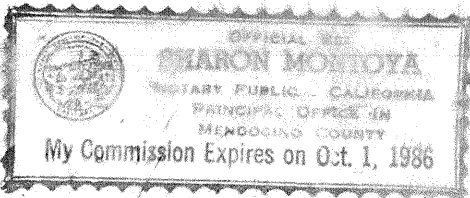
I HEREBY CERTIFY THAT THE MAP FILING REPORT MADE BY THE Redwood Empire Title Co THIS 20 DAY OF May, 1986, SHOWING A CLEAR TITLE TO THE LANDS OF THE WITHIN, CONFORMS TO THE PROVISIONS OF THE SUB-DIVISION MAP ACT AND REGULATIONS ADOPTED PURSUANT THERETO. MARSHA A. YOUNG COUNTY RECORDER Ferna Bennett BY DEPUTY

OWNER'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF AND HAVE THE RIGHT, TITLE AND INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID REAL PROPERTY AND THAT THEY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND TO THE SUBDIVISION AS SHOWN WITHIN THE BORDER LINES. THE UNDERSIGNED OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT AND DRAINAGE ACCESS EASEMENT AS SHOWN HEREON. THE UNDERSIGNED ALSO HEREBY CERTIFY THAT AS THE OWNERS THEY HAVE, OR WILL, COMPLY WITH ALL REQUIREMENTS OF SECTION 66427.1, SUBDIVISIONS (d), (b), (c) AND (d) OF THE SUBDIVISION MAP ACT. S-D PARTNERS. A LIMITED PARTNERSHIP Uk. M. Partners by Stanford A. Diamond STANFORD A. DIAMOND-GENERAL PARTNER

ACKNOWLEDGEMENT

STATE OF CALIFORNIA COUNTY OF MENDOCINO ss ON THIS 29 DAY OF AUGUST 1985, BEFORE SHARON MONTOYA, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED STANFORD A. DIAMOND, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON THAT EXECUTED THIS INSTRUMENT ON BEHALF OF THE PARTNERSHIP AND ACKNOWLEDGED TO ME THAT THE PARTNERSHIP EXECUTED IT. MY COMMISSION EXPIRES OCTOBER 1, 1986



Sharon Montoya NOTARY PUBLIC IN AND FOR THE COUNTY OF MENDOCINO STATE OF CALIFORNIA

SURVEYOR'S CERTIFICATE

I, W.R. COOTS, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF CALIFORNIA, AND THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT UKIAH, CALIFORNIA THIS 18th DAY OF March, 1986. W.R. COOTS LS 4518

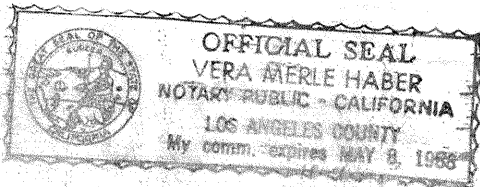
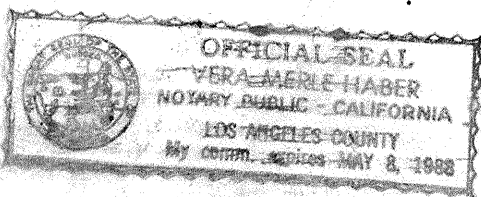


TRUSTEE'S CERTIFICATE

CONTINENTAL AUXILIARY COMPANY, A CALIFORNIA CORPORATION, TRUSTEE UNDER DEED OF TRUST AGAINST THE TRACT OF LAND HEREON SHOWN CONSENTS TO THE PREPARATION AND FILING OF THIS MAP. IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED ITS CORPORATE NAME TO BE AFFIXED THIS 12th DAY OF March, 1986. Donate C. Gable, Assistant Vice President NAME TITLE CONTINENTAL AUXILIARY COMPANY, A CORPORATION

ACKNOWLEDGEMENT

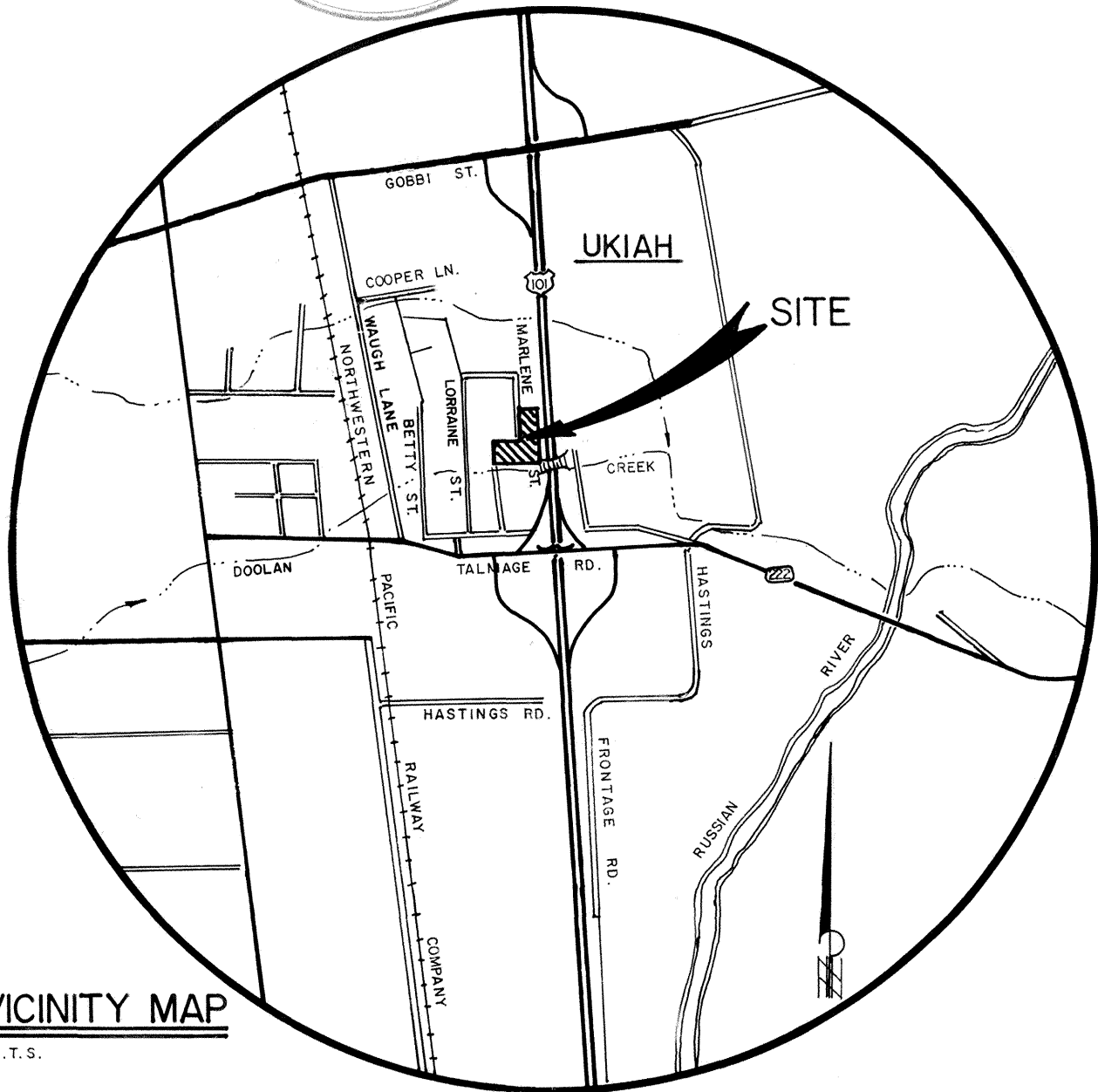
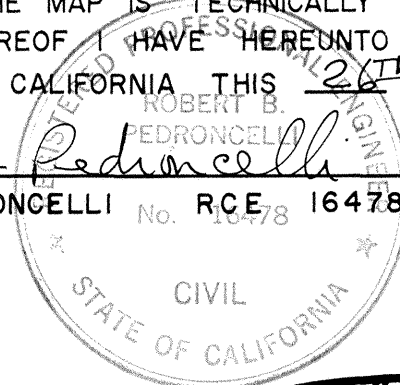
STATE OF CALIFORNIA COUNTY OF LOS ANGELES ss ON THIS 12th DAY OF March, 1986, BEFORE ME VERA MERLE HABER, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED DONATE C. GABLE, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT AS ASSIST. VICE PRES. ON BEHALF OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED IT. MY COMMISSION EXPIRES MAY 8, 1988.



Vera Merle Haber NOTARY PUBLIC IN AND FOR THE COUNTY OF LOS ANGELES STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE

I, ROBERT B. PEDRONCELLI, HEREBY CERTIFY THAT I HAVE EXAMINED AND CHECKED THIS FINAL MAP AND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP OR ANY APPROVED ALTERATIONS THEREOF, AND I FURTHER CERTIFY THAT SAID MAP IS IN CONFORMANCE WITH TITLE 7, DIVISION 2, CHAPTER 2 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND THE UKIAH CITY CODE, AND THEREFORE I AM SATISFIED THE MAP IS TECHNICALLY CORRECT. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT UKIAH CALIFORNIA THIS 20th DAY OF Mar, 1986. Robert B. Pedroncelli No. R.C.E. 16478 CITY ENGINEER



VICINITY MAP N.T.S.

MARLENE STREET CONDOMINIUMS A CONDOMINIUM SUBDIVISION

LYING IN LOT 31 OF THE YOKAYO RANCHO CITY OF UKIAH, COUNTY OF MENDOCINO STATE OF CALIFORNIA FEB. 1985

CASE	2
DRAWER	44
PAGE	61

See Book 1560 Page 17 for Declaration of Covenants, Conditions and Restrictions Marsha A Young County Recorder By Ferna Bennett Deputy See Book 1579 Page 424 for certificate of planning Marsha Young County Recorder By Ferna Bennett Deputy

SCALE 1" = 40'

PARCEL 2
M.C. 2, DR. 30, PG. 64, M.C.R.

BASIS OF BEARINGS
(N 82°35'51"E) (191.05')

MARLENE STREET

U.S. HIGHWAY 101

PARCEL 1
COMMON AREA
2.30 AC. Gross

CARLILE 1112 O.R. 397

WADDINGTON
1102 O.R. 473

MATZEN
1013 O.R. 54

WILLS
1319 O.R. 654

MATTHEWS
987 O.R. 137

NOTE: THIS SUBDIVISION MAY BE SUBJECT
TO THAT 10' WIDE EASEMENT DESCRIBED
IN 321 O.R. 448.

BASIS OF BEARINGS:

BETWEEN MONUMENTS FOUND PER
M.C. 2, DR. 35, PG. 21, M.C.R.

LEGEND:

- FOUND 1/2" IRON PIPE TAGGED R.C.E. 15311 PER
M.C.2, DR.35, PG.21, M.C.R.
- () RECORD DATA PER M.C.2, DR.35, PG.21, M.C.R.
- SET 1/2" IRON PIPE TAGGED L.S. 4518

CARPORT DETAILS 1" = 20'

14.00'	10.00'	10.00'	10.00'	10.00'	10.00'	10.00'	10.00'	10.00'	10.00'
C1	C2	C3	C4	C5	C6	C7	C8	C9	C10
N 83°57'40" E									

14.00'	10.00'	10.00'	10.00'	10.00'	10.00'	10.00'	10.00'	10.00'	10.00'
C20	C19	C18	C17	C16	C15	C14	C13	C12	C11
N 83°57'40" E									

MARLENE STREET CONDOMINIUMS A CONDOMINIUM SUBDIVISION

LYING IN LOT 31 OF THE
YOKAYO RANCHO
CITY OF UKIAH, COUNTY OF MENDOCINO
STATE OF CALIFORNIA
FEB. 1985

SHEET 3 OF 4

7954
CASE 2
DRAWER 44
PAGE 61

MEMORANDUM

DATE: APRIL 25, 1986
TO: CITY MANAGER
FROM: DIRECTOR OF PLANNING
SUBJECT: FINAL SUBDIVISION MAP NO. 82-85 MARLENE STREET CONDOMINIUMS

On June 2, 1982 the City Council approved the tentative subdivision map for a 20 unit condominium conversion project at the southern terminus of Marlene Street. The developer has completed the necessary improvements and submitted the final map and the C.C. & R.'s. All conditions of the tentative map have been completed. The Planning Commission, at their April 9, 1986 meeting, approved the final map. Council approval is now appropriate. Staff concurs with the Commission's action and recommends approval of the map.

Attached for the City Council's information is a copy of:

1. Resolution for adoption.
2. Excerpt of April 9, 1986 Planning Commission meeting minutes.
3. April 1, 1986 Planning Commission staff report.

RECOMMENDATION: Recommend that the City Council adopt resolution approving Final Map for Marlene Street Condominiums.

Respectfully submitted,



Michael F. Harris
Director of Planning

MFH:bj

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RESOLUTION NO. 85-29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
UKIAH AMENDING OPEN SPACE AND AMENITIES OF
TENTATIVE SUBDIVISION MAP NO. 82-85
MARLENE STREET CONDOMINIUMS

WHEREAS, the Planning Commission has considered and recommended approval of modifications to the location and types of amenities within Tentative Subdivision Map No. 82-85, Marlene Street Condominiums, and

WHEREAS, the City Council approved Tentative Map No. 82-85 (Resolution No. 82-73) on June 2, 1982, and

WHEREAS, the proposed tennis court will not serve the majority of the project tenants whereas open turf area will, the new location of the pool will be more convenient to the tenants and the open parking is safer.

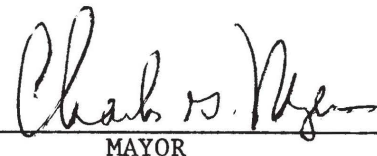
NOW THEREFORE, BE IT RESOLVED that the tennis court is eliminated from the map and replaced by open turf, the 20 uncovered parking spaces are located with a one-way drive and the swimming pool is relocated to the southwestern portion of the project, all as shown on Attached Exhibit A.

PASSED AND ADOPTED this 3rd day of October, 1984 by the following roll call vote:

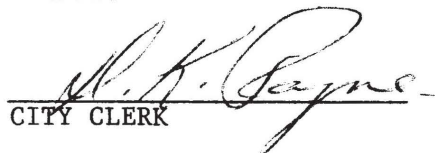
AYES: Councilmembers Henderson, Kier, Hickey, Kelley, and Mayor Myers

NOES: None

ABSENT: None


MAYOR

ATTEST:


CITY CLERK

1 RESOLUTION NO. 86-5

2 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 UKIAH EXTENDING THE TENTATIVE SUBDIVISION MAP
4 NO. 82-85 FOR MARLENE STREET CONDOMINIUMS

5 WHEREAS, the City Council and Planning Commission approved Tentative
6 Subdivision Map No. 82-85 for the Marlene Street condominiums, and

7 WHEREAS, the applicant has requested a time extension to allow filing a
8 final map for this project, and

9 WHEREAS, the State Subdivision Map Act allows extensions of up to three
10 years, and

11 WHEREAS, the developer has pursued completion of the project in an
12 appropriate manner,

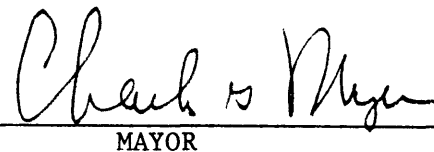
13 NOW, THEREFORE, BE IT RESOLVED, that the time for filing the final map
14 for Marlene Street condominiums in compliance with Tentative Map No. 82-85 is
15 hereby extended until June 2, 1986.

16 PASSED AND ADOPTED this 7th day of August, 1985 by the following
17 roll call vote:

18 AYES: Councilmembers Henderson, Kelley and Mayor Myers

19 NOES: None

20 ABSENT: Councilmembers Kier and Hickey

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MAYOR

25 ATTEST:

26 
27 CITY CLERK
28

1 RESOLUTION NO. 86-42

2 RESOLUTION OF THE CITY COUNCIL OF THE
3 CITY OF UKIAH APPROVING FINAL MAP FOR
4 MARLENE STREET CONDOMINIUMS

5 WHEREAS, on February 13, 1980 Use Permit No. 80-40 for a 20 unit
6 condominium conversion project was approved by the Planning Commission, and

7 WHEREAS, on June 2, 1982 Tentative Subdivision Map No. 82-85 for the
8 same project was approved by the City Council, and

9 WHEREAS, the Planning Commission has considered and recommended approval
10 of the Final Map for the Marlene Street Condominiums with conditions being
11 consistent with the adopted Tentative Map, and

12 WHEREAS, the Director of Public Works reports that the City of Ukiah has
13 sufficient wastewater treatment capacity to handle wastewater from this
14 project without violation of the Water Quality Control Board Standards.

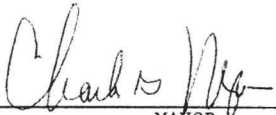
15 NOW, THEREFORE, IT IS HEREBY RESOLVED that the Final Map (Exhibit A) for
16 the aforesaid project is approved subject to the conditions noted in this
17 resolution and on the map and conditions of approval of Use Permit No. 80-40,
18 and the Mayor and City Clerk are authorized to sign said map.

19 PASSED AND ADOPTED this 7th day of May, 1986, by the following roll call
20 vote:

21 AYES: Councilmembers Henderson, Kier, Hickey, Kelley, and Mayor Myers

22 NOES: None

23 ABSENT: None

24 
MAYOR

25
26 ATTEST:

27 
28 CITY CLERK

MEMORANDUM

DATE: APRIL 1, 1986
TO: PLANNING COMMISSION
FROM: DIRECTOR OF PLANNING
SUBJECT: MARLENE STREET CONDOMINIUMS
FINAL SUBDIVISION MAP/COVENANTS,
CONDITIONS AND RESTRICTIONS

RECOMMENDATION: Recommend to the City Council approval of the Final Subdivision Map and the Covenants, Conditions and Restrictions (C.C. & R's.) for the Marlene Street Condominiums.

ZONING: P.D., Planned Development Zoning District.

GENERAL PLAN DESIGNATION: Medium High Density Residential.

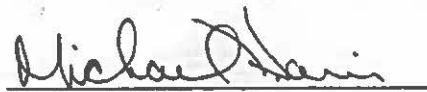
PROPOSAL: Applicant requests approval of the final subdivision map and the C.C. & R's for the condominium subdivision.

ANALYSIS: The final map is in compliance with the revised tentative map to convert the 20 units to condominium ownership as approved by the City Council in September 1984. Staff has included in your agenda packet those sections of the C.C. & R's relating to Planning considerations. We believe they are appropriate. Approval of both is recommended. A single motion can be made.

Attached for your information is a copy of:

1. Excerpt of the Feb, 13, 1980, May 12, 1982, and September 12, 1984 Planning Commission meeting minutes.
2. Section 4: Use Restrictions, and Section 5: Maintenance Obligations of the C.C. & R's.
3. Final Subdivision Map and Certificate page.

Respectfully submitted,


Michael F. Harris
Director of Planning

MFH:ar

NON-AGENDATED ITEM
REPORT FROM PLANNING COMMISSION REPRESENTATIVE
TO THE PARKING ADVISORY COMMISSION

Clyde Oakes, Planning Commission representative to the Parking Advisory Commission, reported on the following matters recently considered by the Parking Advisory Commission:

1. School/Seminary, Telephone Building: Parking meters along portions of School, Oak and Seminary Streets will be five hour meters to allow telephone employees to renew the meters during the noon hour.
2. Palace Hotel: Parking being moved to allow unloading zone and one more space in front of the hotel on State Street.
3. Parking Advisory Commission is considering the purchase of the lot at the southeast corner of Oak and Stephenson.
4. They are considering an additional parking lot on Main Street south of Perkins.
5. They are also considering a double-deck on the post office parking lot.

Commissioner Metzler thanked Mr. Oakes for his presentation and stressed the importance of this type of communication between the Planning Commission and Parking Advisory Commission.

Mr. Oakes noted he would be happy to report to the Planning Commission on items of concern or answer any questions the Commission might have on parking problems as they arise.

Planning Director Harris advised Mr. Oakes there may be some difficulties involved with the purchase of the Niderost lot on the corner of Oak and Stephenson since this is the same lot utilized by the building owned by Niderost.

USE PERMIT NO. 80-5
ARLENE HUGHEY, 602B N. STATE STREET

Planning Assistant Yarbrough presented the application for a renewal of a use permit for a period of six months. The applicant would like to enlarge an existing non-conforming single family dwelling in a C-1 district.

PUBLIC HEARING OPENED AND CLOSED WITH NO AUDIENCE PARTICIPATION.

On a MOTION by Commissioner Fowler, seconded by Commissioner Metzler, it was carried by the following roll call vote to approve the extension of Use Permit No. 80-5 subject to the following conditions:

1. Standard Conditions 1-9.

AYES: Commissioner Fowler, Kelly, Metzler and Chairman Fenter

NOES: None

ABSENT: Commissioner Gorny, Hamburg and Thomas

USE PERMIT NO. 80-40
LANCASTER INC. MARLENE STREET

Planning Director Harris presented the application to convert an existing 20 unit apartment complex to condominium units. This matter was continued from the November 28, 1979 meeting. The General Plan presently designates the area as Medium Low Density but the Planning Commission has recommended a change to Medium

High Density at their meeting on January 9, 1980. If the project in density is approved by the City Council, the project would conform to the density requirements and the proposed revised condominium ordinance.

PUBLIC HEARING OPENED - 6:49 P.M.

Letha Actkinson, co-owner of the project, urged some action be taken tonight noting the paperwork involved on the State level is very time consuming and with an indication of approval from the Planning Commission she could begin proceedings for the conversion. Further delays will increase the purchase price of the units now anticipated to be \$62,500, considerably less than other two bedroom, 1200 sq.ft. homes for sale in the community. Mrs. Actkinson also urged the Commission to consider more "O" lot line development with higher densities and noted that with lots currently selling for \$30,000 it is impossible for persons of modest means to buy or build their own homes.

Don Vandermeijer stated these condominium units at \$62,500 are the only opportunity for people to purchase affordable housing in this area this year and noted there is nothing of a comparable nature and price available in the community.

PUBLIC HEARING CLOSED - 6:42 P.M.

Commissioner Kelly indicated she could see no problem in granting the conversion for the existing units but questioned the possibility of developers building apartments and then converting them to condominiums.

Chairman Fenter noted all new construction has to meet building codes for construction and all condominiums have specific zoning code requirements which must be met.

Mrs. Atkinson noted most of the existing apartment units in town cannot meet the parking, storage and other specific requirements for condominium conversions.

On a MOTION by Commissioner Kelly, seconded by Commissioner Fowler, it was carried by the following roll call vote to approve the Negative Declaration for Use Permit No. 80-40.

AYES: Commissioner Fowler, Kelly, Metzler and Chairman Fenter

NOES: None

ABSENT: Commissioner Gorny, Hamburg and Thomas

On a MOTION by Commissioner Kelly, seconded by Commissioner Metzler, it was carried by the following roll call vote to approve the Use Permit No. 80-40 for Lancaster Inc. subject to the following special conditions:

1. The City Council approve the General Plan designation of Medium High density for the subject parcel.
2. Individual electric service be provided to each unit and all wires contained within the individual unit as specified by the National Electric Code. Compliance to be inspected by the Building Inspector prior to approval of the final map.
3. Units be inspected by the Building Inspector for compliance to the Uniform Building Code as it relates to condominiums.
4. Additional paving or sidewalk for turn-around areas be provided on the east side of the carports and the R-V storage area.
5. The name of the street (Doolin Court) as shown on the site plan be changed to Marlene Court.
6. Tentative map and final map to be filed to approval of the City Engineer.
7. Sidewalks to be installed to the approval of the Director of Public Works.
8. Complete landscaping plan be submitted for the approval of the Director of Planning prior to placement. Said plan to include extensive landscaping adjacent to the freeway.

9. The location of the basketball court and the croquet court be reversed allowing for more basketball landscaping along the freeway.
10. Landscaping be maintained by an automated sprinkler system.

AYES: Commissioner Fowler, Kelly, Metzler and Chairman Fenter
NOES: None
ABSENT: Commissioner Gorny, Hamburg and Thomas

VARIANCE NO. 80-52
FIRST NATIONAL BANK OF MENDOCINO COUNTY
225 N. ORCHARD AVENUE

Planning Director Harris explained this variance from the Sign Ordinance had been discussed at the last meeting and continued at the request of the applicant. The Bank would like to place a second sign on the Orchard Avenue (west) side of the building. Staff feels that the entrance on the south wall constitutes the frontage, thus a sign has been allowed on the south face of the building and none on the west wall.

PUBLIC HEARING OPENED - 7:02 p.m.

Conrad Cox, attorney representing First National Bank, spoke on behalf of the applicant and urged a sign be allowed on the Orchard Avenue side also. Mr. Cox referred to the sections of the Sign Ordinance which are vague and noted case law does not restrict the definition of frontage to that building face with an entrance. He listed examples of various businesses along Perkins Street and in the shopping center which have multiple signs or signs on two sides of the buildings. To be consistent with past actions, the First National Bank should also be allowed signs on two sides. He noted the bank's largest frontage is actually on Orchard Avenue and according to the description in the lease it fronts on Orchard. He feels staff's interpretation that the main entrance constitutes frontage is in error and to say a second sign on Orchard is non-conforming is a staff interpretation of a vague ordinance.

Don Vandermeijer agreed this section of the Sign Ordinance is vague and asked for clarification since he may want to construct additional signing for the John Maudlin building, technically with three frontages, in the near future.

PUBLIC HEARING CLOSED - 7:20 p.m.

Planning Director Harris explained several of the businesses with multiple signs are non-conforming and have been notified their signs are to be removed by 1981. Several others have put up signs without applying for sign permits and due to the lack of staff, enforcement is impossible. Mr. Harris also noted a recent City Attorney interpretation made during consideration of the Orchard Plaza shopping center which determined that a frontage is where a business has its entrance.

Commissioner Metzler expressed both sympathy to the applicant and opposition to portions of the existing Sign Ordinance but felt approval of this variance would not be in conformance to the Ordinance. As Planning Commissioners it is their duty to uphold the ordinance regardless of their personal opinions and to approve the variance making this sign non-conforming would subject the bank to possible fines in 1981.

SINGLE FAMILY RESIDENTIAL DISTRICT TO R-3, GENERAL
MULTIPLE RESIDENTIAL DISTRICT; GENERAL PLAN CONSISTENCY

It was the consensus of the Commission to approve Zone Change No. 82-98, Washington North, from R-1, Single Family Residential District to R-3, General Multiple District for General Plan consistency.

4P. ZONE CHANGE NO. 82-99, BEACON WAY, FROM C-2, HIGHWAY COMMERCIAL
AND RESTRICTED INDUSTRIAL DISTRICT TO R-1, SINGLE FAMILY
RESIDENTIAL DISTRICT; GENERAL PLAN CONSISTENCY

It was the consensus of the Commission to approve Zone Change No. 82-99, Beacon Way, from C-2, Highway Commercial and Restricted Industrial District to R-1, Single Family Residential District for General Plan consistency.

On a MOTION by Commissioner Kelley, seconded by Commissioner Ivey, it was carried by the following roll call vote to continue consideration of Zone Change No. 82-90, Waugh East/Gobbi-Cooper and Zone Change No. 82-92, Waugh-Betty/So. Marlene-Talmage to September 22, 1982 and to approve Zone Changes 82-91, 82-93, 82-94, 82-95, 82-96, 82-97, 82-98 and 82-99 as previously noted:

AYES: Commissioner Ivey, Kelley, Thomas, Vander Mey, Chairman Metzler
NOES: None
ABSENT: Commissioner Fenter, Velardi

Commissioner Vander Mey suggested that Washington North is an appropriate area for higher density and should be reconsidered under General Plan Amendment C. No action was taken.

SUBDIVISION MAPS

6A. SUBDIVISION NO. 82-85, LANDCASTER CONSTRUCTION
COMPANY, 960-979 MARLENE STREET

Planning Director stated the Planning Commission in February, 1980 approved the Use Permit to create a 20 unit condominium project but the use permit could not become effective until the General Plan Amendment had been adopted. Staff recommends approval of the Tentative Subdivision Map with conditions.

Letha Actkinson stated that she has notified all tenants of the proposed condominium conversion.

Bill Smith, 974 Marlene, stated, as a tenant, he had been told when he rented his apartment of the condominium conversion; he expressed concern with the shortage of apartments in the Ukiah area and noted the lack of landscaping and that laundry facilities were not kept up in the subject apartment complex.

Mrs. Actkinson stated that any landscaping would be taken care of by the homeowners association.

Mr. Smith referred to Doolin Creek and children playing in the Creek and felt a fence should be required. Mrs. Actkinson stated a rear fence will be constructed with the project.

Commissioner Vander Mey felt the pool was located too far from the units without the provision of bathrooms. Mr. Smith stated he would rather have the pool further away from the units from the standpoint of noise and would not mind walking the distance.

Commissioner Thomas made a motion to approve Subdivision Map 82-85 but it died for lack of a second.

Commissioner Vander Mey asked if the pool would be fenced? Mrs. Actkinson stated it is required.

On a MOTION by Commissioner Vander Mey, seconded by Commissioner Thomas, it was carried by the following roll call vote to approve Tentative Subdivision Map 82-85, Marlene Street Condominiums subject to the following conditions:

1. Complete landscaping plan be submitted for approval of the Director of Planning prior to placement, said plan to include extensive landscaping adjacent to freeway.
2. Landscaping be maintained by an automated irrigation system.
3. Sidewalks and other necessary street improvements be completed to the approval of the City Engineer for the full street frontage of the property.
4. Additional paving for turn around/backing area be provided at the east side of the carports and R.V. storage area.
5. Units be inspected by the Building Official for compliance with the Uniform Building Code as it relates to condominiums.
6. Electrical facilities to be taken from existing panel.
7. At least two street lights be provided along the length of the property at the owner's expense.
8. The water and sewer lines indicated on the map at the northern end of the project and near the barbecue area be capped off at owner's expense, if not to be utilized for the development.
9. Capital Improvement Fees to be paid to the approval of the Director of Public Works.
10. All onsite drainage that currently flows to the freeway be contained and be taken to the creek to the approval of the Director of Public Works.
11. Dedication of an easement along the south property line for maintenance of the creek to the approval of the Director of Public Works.

AYES: Commissioner Ivey, Kelley, Thomas, Vander Mey, Chairman Metzler
NOES: None
ABSENT: Commissioner Fenter, Velardi

Planning Director stated he would pass along Mr. Smith concerns regarding the creek to the Public Works Department for security precautions.

COUNTY REFERRALS

- 7A. COUNTY REFERRAL #R 18-82, FRANK TUNZI, TO
REZONE PROPERTY FROM C-1 TO C-2

5. PUBLIC HEARINGS

- A. Request for amendment of Use Permit No. 80-40, Marlene Street Condominiums, requesting elimination of proposed tennis court in favor of developing "open space" area, located at the southerly terminus of Marlene Street, zoned PD

Amendment to Tentative Subdivision Map for Marlene Street Condominiums, replacing tennis courts with open space area

Planning Assistant stated the proposal is to substitute a multi-purpose turf area in lieu of the tennis court area. The open space area can be enjoyed by all of the tenants of the complex whereas the tennis court would probably only benefit a few. The croquet court, volleyball court and swimming pool will still be constructed. Parking meets the code. Staff recommends approval.

PUBLIC HEARING OPENED - 7:03 P.M.

Bill Townsend, 24 Lorraine Street, stated he feels the area needs more parking and would prefer the tennis courts constructed as planned. He also expressed concern as to the possibility of more development occurring on the property.

Victor Lopes, architect for the project, displayed a color rendition of the site plan with the proposed changes and explained the reason for changes from the original site plan. He noted the tenants and prospective buyers desired the open area rather than tennis courts.

Mr. Lopes was questioned as to developer's having plans to construct more units on the property and his response was that he was not aware of plans for further development.

PUBLIC HEARING CLOSED - 7:19 P.M.

ON A MOTION by Commissioner Mason, seconded by Commissioner Schneider, it was carried by the following roll call vote to approve the revised development plan dated September 12, 1984 for Use Permit No. 80-40 with the condition that:

1. Lawn area be landscaped and automatic irrigation system be installed.

AYES: Commissioners Geronzin, Knutson, Mason, Redding, Schneider, and Chairman Ivey

NOES: None

ABSENT: Commissioner Mastin

ON A MOTION by Commissioner Mason, seconded by Commissioner Schneider, it was carried by the following roll call vote to approve the amendment to Subdivision Map for Marlene Street Condominiums to reflect the change in the open space area.

**DRAFT FINDINGS
REZONE & MINOR SUBDIVISION
960-979 MARLENE STREET;
APNS 003-100-24 - 003-100-437
FILE NO: 24-9277**

The following findings are supported by and based on information contained in the Staff Report, the application materials and documentation, and the public record.

In accordance with applicable provisions of law, the Planning Commission held a public hearing on August 18, 2024, at which time the Planning Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Categorical Exemption, and the Project. All interested persons were given an opportunity to hear and be heard regarding the Categorical Exemption and the Project.

The Planning Commission has had an opportunity to review these application and staff materials and finds that it accurately sets forth the intentions of the Planning Commission regarding the Categorical Exemption and the Project, based on the evidence and findings below:

1. The proposed Tentative Parcel Map, as conditioned, complies with the requirements of the City of Ukiah Municipal Code, Division 9, Chapter 1, Article 18 and the Subdivision Map Act.
2. The parcels established because of this Minor Subdivision are consistent with the Medium Density Residential (MDR) land use designation, which already applies to the subject parcel. This designation is intended to provide land for a range of residential densities and a variety of housing types and ownerships, including townhomes, multiple family residential development, and more urban-scale density development. Given the associated acreage, the site aligns with the allowed densities and subdivision standards for the property.
3. The proposed Minor Subdivision and Tentative Map, as conditioned, complies with the requirements of the Medium Density Residential (R-2) zoning district. In Medium Density Residential (R-2) Districts there is no required building site area.
4. The Minor Subdivision and Tentative Map will create two lots which are appropriate for the surrounding area and land uses based on the following:
 - a. Proposed parcels and use are consistent with the requirements of the Medium Density Residential (R-2) zoning district.
 - b. Proposed parcels will have access directly onto a public street and utilities are available to serve the site.
 - c. Proposed parcels will be located within a developed residential area, surrounded by residential development or similarly zoned parcels.
5. The site is located within the general Airport Influence Area and is located within Compatibility Zones 3 & 6. As such, the project is not subject to review by the Airport Land Use Commission (ALUC), as the property does not request adoption or approval of any new general plan or specific plan or any amendment thereto that affects lands within the Airport Influence Area. The project was referred to the ALUC on April 17, 2024, but no follow-up response or additional actions were required by ALUC Staff.

Public Notice. A notice of public hearing was provided in the following manner:

- Mailed to neighboring property owners on August 16, 2024
- Posted on the subject project parcel on August 16, 2024
- Posted in the glass case located at 300 Seminary Avenue on August 16, 2024
- Published in the Ukiah Daily Journal on August 18, 2024

**DRAFT CONDITIONS OF APPROVAL
REZONE & MINOR SUBDIVISION
960-979 MARLENE STREET;
APNS 003-100-24 - 003-100-437
FILE NO: 24-9277**

Approval is granted for the Minor Subdivision and Rezone based on the application submitted to the Community Development Department received March 14, 2024, and as shown on the Tentative Map dated February 26, 2024, contained therein, except as modified by the following Conditions of Approval:

City of Ukiah Special Conditions

1. All fees related to the Minor Subdivision application must be paid prior to the final approval and the recordation of the Parcel Map.
2. Prior to issuance of building permits, a copy of the recorded Parcel Map shall be provided to the Community Development Department.
3. An address assignment or address change application shall be submitted to the Community Development Department.
4. Future proposed development will be subject to Community Development Department review and will require additional planning and building permits.
5. All covered parking spaces converted to storage shall be restored as 'Parking Spaces' and all future spaces proposed shall be reviewed for circulation and access considerations with regard to Parcels 1 & 2 to ensure that a minimum of one space per unit is provided.
6. In the event that prehistoric archaeological features such as a concentration of flaked stone artifacts, or culturally modified soil (midden) or dietary shell are encountered at any time during preparatory grading or underground excavation to remove existing structures, all work should be halted in the vicinity of the discovery. A qualified archaeologist should be contacted immediately to make an evaluation and determine if the discovered material represents a definite cultural resource. If it is determined that a potentially significant feature has been revealed, a temporary suspension of earth disturbing activities should be enforced until an appropriate mitigation program can be developed and implemented to satisfy the Planning Division. An archaeological monitor shall observe all further work during construction activities that are located within or near an archaeological site area, and formal tribal consultation may be required.

City of Ukiah Standard Conditions

7. This approval is not effective until the 10-day appeal period applicable to this Minor Subdivision Map has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply with any modifications, conditions, or requirements that were imposed as part of the appeal.
8. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of the Planning Commission such standards shall be met.

9. In addition to any particular condition which might be imposed; any construction shall comply with all building, fire, electric, plumbing, occupancy, and structural laws, rules, regulations, and ordinances in effect at the time the Building Permit is approved and issued.
10. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.

Public Works Department Conditions

11. Each parcel shall be served individually upon the development of the parcel with appropriate public utilities required for the type of development within the parcel.
12. Prior to construction of site improvements, a final grading and drainage plan, and an erosion and sediment control plan, prepared by a Civil Engineer, shall be submitted for review and approval by the Department of Public Works. The plan shall include the detailed design of post-construction storm water best management practices (BMPs) in compliance with the City of Ukiah's Phase I Storm Water Permit and the Low Impact Development Technical Design Manual (LID Manual), in effect at the time of development. A Standard Urban Storm Water Mitigation Plan (SUSMP) shall be provided to support the design of the proposed drainage system.
13. All parcels of the proposed subdivision are subject to payment of park fees pursuant to City Code Section 8400 et seq. of Article 21 "Park and Recreation; Dedication; Reservations; Fees." Note that park fees are applicable to residential development.
14. The tentative map shall expire twenty-four (24) months from the date of its approval or conditional approval unless extended in accordance with the City of Ukiah Subdivision Ordinance and the Subdivision Map Act.
15. A Parcel Map shall be prepared and submitted to the City Engineer for review and approval, along with payment of all parcel map processing and review fees and shall be prepared and recorded in a manner consistent with Ukiah Municipal Code requirements.
16. The Parcel Map submitted for recordation shall include all necessary easements or such easements shall be recorded by separate instrument, if deemed necessary.
17. All taxes now due, or past due, must be paid prior to the approval of the Parcel Map.

Electric Utility Department Conditions

18. All future site improvements shall be submitted to the COU Electric Utility Department for review and comment. At this time, specific service requirements, service Voltage and developer costs and requirements will be determined when proposed.
19. The newly proposed 'Parcel 1' does not currently have a COUEU connection. This parcel will have to be fed underground for any site improvements that require an electrical connection. This will require trenching, possibly across a roadway.
20. Developer is to provide EUSERC approved electrical equipment that is to be used on this project. The COU EUD EUSERC acceptability chart shall be provided to customer. EUSERC does not allow source and load power (Metered and Un-Metered) to comeingle in the same space.

21. Developer shall provide projected load calculations and detailed single line diagrams to the EUD.
22. Developer/customer shall incur all costs of this future project to include (labor, materials, equipment, engineering, and future services fees, and permit/meter fees).
23. There shall be an easement provided to the EUD for any electric service that transverses through the property or around any City owned Electric equipment.
24. If a future project includes solar, the size of the system may require a solar study before energizing. Interconnection shall not occur until study has been completed. There will be a fee for the solar study that is determined by the size of the proposed system.

THIS DIVISION OF LAND IS DEEMED COMPLETE WHEN ALL CONDITIONS HAVE BEEN MET, AND THE APPROVED PARCEL MAP IS RECORDED BY THE COUNTY RECORDER



MEMO TO FILE #24-9277

From: Tim Eriksen, City Engineer

To: Jesse Davis, Chief Planning Manager

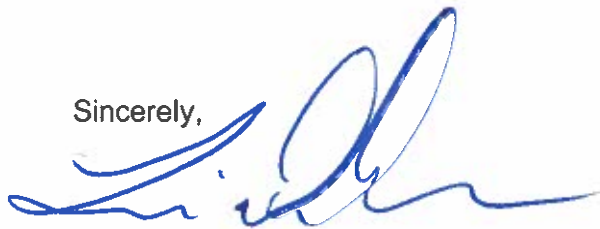
August 15, 2024

RE: Minor Subdivision resulting in two (2) parcels at 960-979 Marlene Street; (APNs 003-100-24 - 003-100-437); File No. #24-9277)

Dear Mr. Davis,

UCC §8003 delegates the authority to the Planning Commission to review the design and improvement of proposed subdivisions and make a recommendation to the City Council. As the City Engineer I have reviewed the submitted Tentative Map and have determined that the map is correct, and the map is in compliance with applicable sections of the City's Subdivision Ordinance. Applicable Conditions of Approval have been enclosed.

Sincerely,



Tim Eriksen, City Engineer

**CONDITIONS OF APPROVAL
MINOR SUBDIVISION
960-979 MARLENE STREET;
APNS 003-100-24 - 003-100-437
FILE NO. 24-9277**

Approval is granted to the Project based on the project description submitted to the Community Development Department as well as the Public Works Department, and as shown on the Tentative Map contained therein, except as modified by the following conditions of approval:

1. *Each parcel shall be served individually upon the development of the parcel with appropriate public utilities required for the type of development within the parcel.*
2. *Prior to construction of site improvements, a final grading and drainage plan, and an erosion and sediment control plan, prepared by a Civil Engineer, shall be submitted for review and approval by the Department of Public Works. The plan shall include the detailed design of post-construction storm water best management practices (BMPs) in compliance with the City of Ukiah's Phase I Storm Water Permit and the Low Impact Development Technical Design Manual (LID Manual), in effect at the time of development. A Standard Urban Storm Water Mitigation Plan (SUSMP) shall be provided to support the design of the proposed drainage system.*
3. *All parcels of the proposed subdivision are subject to payment of park fees pursuant to City Code Section 8400 et seq. of Article 21 "Park and Recreation; Dedication; Reservations; Fees." Note that park fees are applicable to residential development.*
4. *The tentative map shall expire twenty-four (24) months from the date of its approval or conditional approval unless extended in accordance with the City of Ukiah Subdivision Ordinance and the Subdivision Map Act.*
5. *A Parcel Map shall be prepared and submitted to the City Engineer for review and approval, along with payment of all parcel map processing and review fees and shall be prepared and recorded in a manner consistent with Ukiah Municipal Code requirements.*
6. *The Parcel Map submitted for recordation shall include all necessary easements or such easements shall be recorded by separate instrument, if deemed necessary.*
7. *All taxes now due, or past due, must be paid prior to the approval of the Parcel Map.*

PROJECT REVIEW REFERRAL

Please provide comments by: May 1, 2024

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

TO:	
X	City of Ukiah - Community Development Director, Craig Schlatter
X	City of Ukiah - Building Inspection & Fire Prevention Divisions, Matthew Keizer
X	City of Ukiah - Electrical Utility Department, Cindy Sauers; Scott Bozzoli; Sonu Upadhyay, Kahli Johnson
X	City of Ukiah - Public Works Department, Tim Eriksen; Jason Benson
X	City of Ukiah - Airport Manager, Greg Owen
X	City of Ukiah - Housing Division, Jim Robbins
X	City of Ukiah - Police Department, Cedric Crook; Rick Pintane; Max Brazill
X	County of Mendocino – Department of Planning & Building Services, Planner of the Day
X	County of Mendocino – Airport Land Use Commission, Steven Switzer
X	California Department of Fish & Wildlife – Northern Region
X	California Department of Transportation – District 1
FROM PROJECT PLANNER: Jesse Davis, Chief Planning Manager	

PROJECT INFORMATION:	
Project Name & Permit #:	Marlene Street Minor Subdivision & Rezone #24-9277
Site Address & APN:	960 – 979 Marlene Street; (APNs 003-100-24/43)
General Plan:	MDR (Medium Density Residential)
Zoning:	PD (Planned Development; #14 Marlene Estates)
Flood Hazards:	Doolin Creek (Floodway; Special Flood Hazard Areas)
Airport Compatibility Zone:	Zone 3 (Inner Turning Zone); Zone 6 (Traffic Pattern Zone)
Date Filed:	03/14/2024
Date Referred:	04/16/2024
Prev. Projects on Site	Subdivision No. 82-85; Use Permit No. 80-40
Applicant/Agent Name:	Marcia Morgan Lazaro; 707-972-4204; marcia.lazaro@coldwellbanker.com
Project Summary: On March 14, 2024, a request for a Minor Subdivision of an existing 2.30± acre lot into two (2) parcels was submitted to the Community Development Department. As proposed, Parcel 1 would be 1.23± acres in size and retain the twenty (20) existing residential units, as well as the off-street parking structures, recreation improvements, and accessory buildings. Parcel 2 would be 1.07± acres in size and would include the existing uncovered parking area, driveway, fencing and lawn-area. Presently, no new development is proposed for either Parcel 1 or Parcel 2. In addition to the minor subdivision, the Applicant requests a Rezone of the property from Planned Development (PD) – Marlene Estates to Medium Density Residential (R2), aligning the property with the existing MDR (Medium Density Residential) general plan land use designation, thereby clarifying future development and allow for use of considerations like the City's Objective Design & Development Standards. Background: On February 13, 1980, the Ukiah Planning Commission approved Use Permit No. 80-40 allowing for a condominium conversion project. On June 2, 1982, the City Council approved Minor Subdivision No. 82-35, allowing for the condominium subdivision. On October 3, 1984, the Tentative Map was amended to relocate or replace required recreational improvements. Ultimately, after receiving an extension, the City Council adopted the final map on May 7, 1986, after all improvements were finalized and the associated covenants, conditions, and restrictions provided to Staff.	

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

Name and Affiliation/Department (please print) Kahli Johnson

- ☐ No Comment
☒ Comments / Conditions of Approval Attached

4/17/2024

Signature

Date

Comments / Conditions of Approval:

Ukiah Electric Utility Department (EUD) has the following requirements and comments:

- 1) All future site improvements shall be submitted to the COU Electric Utility Department for review and comment. At this time, specific service requirements, service Voltage and developer costs and requirements will be determined when proposed.
- 2) The newly proposed 'Parcel 1' does not currently have a COUEU connection. This parcel will have to be fed underground for any site improvements that require an electrical connection. This will require trenching, possibly across a roadway.

For any future site improvements of the newly proposed Parcel 1:

- 3) Developer is to provide EUSERC approved electrical equipment that is to be used on this project. The COU EUD EUSERC acceptability chart shall be provided to customer. EUSERC does not allow source and load power (Metered and Un-Metered) to come in the same space.
- 4) Developer shall provide projected load calculations and detailed single line diagrams to the EUD.
- 5) Developer/customer shall incur all costs of this future project to include (labor, materials, equipment, engineering, and future services fees, and permit/meter fees).
- 6) There shall be an easement provided to the EUD for any electric service that transverses through the property or around any City owned Electric equipment.
- 7) Customer shall follow the COU specifications outlined in the General Construction packet. To be provided by COUEU.
- 8) To schedule a disconnect please contact Kahli Johnson or Scott Bozzoli. In order to get reconnected a building inspector must inspect, pass, and tag the panel beforehand.
- 9) If a future project includes solar, the size of the system may require a solar study before energizing. Interconnection shall not occur until study has been completed. There will be a fee for the solar study that is determined by the size of the proposed system. Please Contact Sonu Upadhyay at 707-463-6294.

PROJECT REVIEW REFERRAL

Please provide comments by: May 1, 2024

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

TO:	
X	City of Ukiah - Community Development Director, Craig Schlatter
X	City of Ukiah - Building Inspection & Fire Prevention Divisions, Matthew Keizer
X	City of Ukiah - Electrical Utility Department, Cindy Sauers; Scott Bozzoli; Sonu Upadhyay, Kahli Johnson
X	City of Ukiah - Public Works Department, Tim Eriksen; Jason Benson
X	City of Ukiah - Airport Manager, Greg Owen
X	City of Ukiah - Housing Division, Jim Robbins
X	City of Ukiah - Police Department, Cedric Crook; Rick Pintane; Max Brazill
X	County of Mendocino – Department of Planning & Building Services, Planner of the Day
X	County of Mendocino – Airport Land Use Commission, Steven Switzer
X	California Department of Fish & Wildlife – Northern Region
X	California Department of Transportation – District 1
FROM PROJECT PLANNER: Jesse Davis, Chief Planning Manager	

PROJECT INFORMATION:	
Project Name & Permit #:	Marlene Street Minor Subdivision & Rezone #24-9277
Site Address & APN:	960 – 979 Marlene Street; (APNs 003-100-24/43)
General Plan:	MDR (Medium Density Residential)
Zoning:	PD (Planned Development; #14 Marlene Estates)
Flood Hazards:	Doolin Creek (Floodway; Special Flood Hazard Areas)
Airport Compatibility Zone:	Zone 3 (Inner Turning Zone); Zone 6 (Traffic Pattern Zone)
Date Filed:	03/14/2024
Date Referred:	04/16/2024
Prev. Projects on Site	Subdivision No. 82-85; Use Permit No. 80-40
Applicant/Agent Name:	Marcia Morgan Lazaro; 707-972-4204; marcia.lazaro@coldwellbanker.com
Project Summary: On March 14, 2024, a request for a Minor Subdivision of an existing 2.30± acre lot into two (2) parcels was submitted to the Community Development Department. As proposed, Parcel 1 would be 1.23± acres in size and retain the twenty (20) existing residential units, as well as the off-street parking structures, recreation improvements, and accessory buildings. Parcel 2 would be 1.07± acres in size and would include the existing uncovered parking area, driveway, fencing and lawn-area. Presently, no new development is proposed for either Parcel 1 or Parcel 2. In addition to the minor subdivision, the Applicant requests a Rezone of the property from Planned Development (PD) – Marlene Estates to Medium Density Residential (R2), aligning the property with the existing MDR (Medium Density Residential) general plan land use designation, thereby clarifying future development and allow for use of considerations like the City's Objective Design & Development Standards. Background: On February 13, 1980, the Ukiah Planning Commission approved Use Permit No. 80-40 allowing for a condominium conversion project. On June 2, 1982, the City Council approved Minor Subdivision No. 82-35, allowing for the condominium subdivision. On October 3, 1984, the Tentative Map was amended to relocate or replace required recreational improvements. Ultimately, after receiving an extension, the City Council adopted the final map on May 7, 1986, after all improvements were finalized and the associated covenants, conditions, and restrictions provided to Staff.	



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

Name and Affiliation/Department (please print) MAX BRAZILL / UKIAH P.D.

☒ No Comment

☐ Comments / Conditions of Approval Attached

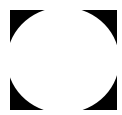
Max Brazill

Signature

4/17/24

Date

Comments / Conditions of Approval:



TERRA NOVA PLANNING & RESEARCH, INC.®

MEMORANDUM

TO: Jesse Davis
Chief Planning Manager

FROM: Kelly Clark
Senior Planner

DATE: August 19, 2024

RE: CEQA Categorical Exemption, Marlene Street Condominiums Minor Subdivision and Rezone

Introduction

Terra Nova Planning & Research has undertaken a comprehensive review of the proposed Minor Subdivision and Rezone associated with the Marlene Estates Condominiums to determine whether the Project qualifies for a Categorical Exemption under the California Environmental Quality Act (CEQA). The City has preliminarily determined that the Project is exempt as allowed by CEQA Guidelines Section 15301, Class 1, Existing Facilities and Section 15315, Class 15, Minor Land Divisions. The purpose of this technical memorandum is to determine whether the exemption is appropriate in this case.

Project Location

The Marlene Estates Condominiums are located at 960-979 Marlene Street on a 2.3-acre site in the City of Ukiah. The northeastern 1.07 acres of the site includes an open space area and uncovered parking for the condominiums. (See Figure 1). The site is bordered by multi-family residential to the north, U.S. Route 101 and active agricultural fields to the east, single-family residential and a vacant field to the south, and single-family residential to the west. (See Figure 2)

Project History

The site is currently zoned Planned Development – Marlene Estates Condominiums (PD) with a General Plan land use designation of Medium-Density Residential (MDR). While it is a Planned Development, it is not subject to the Marlene Estates Planned Development #14, as it predated that approval. The Approval of Use Permit No. 80-40, SDP No. 80-42 included construction of 20 apartment units and a tennis court. Subdivision No. 82-85 and Use Permit modified Use Permit No. 80-40 for conversion of the 20 apartment units to individual condominiums existing today at 960-979 Marlene St. While the approval of the condominium subdivision was deferred until 1986, various resolutions extended and amended the development, including Resolution Number 85-29, which amended open space amenities by removing the proposed tennis court and adding a pool, as well as requiring the open-space area to be irrigated and landscaped

Figure 1: Project Site Vicinity



Figure 2: Project Site



Project Description

The 2.3-acre Project site is currently developed with 20 condominiums, a shared swimming pool, parking, and open space common areas, which occur primarily on the southern half of the parcel. The applicant is requesting a Minor Subdivision and Rezone of the site.

The Minor Subdivision would subdivide the 2.3-acre site into two parcels. As proposed, Parcel 1 would be 1.23 acres and retain the existing condominiums, as well as the off-street parking structures, recreation improvements, and accessory buildings associated with those units. Parcel 2 would be 1.07 acres and include the existing uncovered parking area and its driveway, fencing and open space lawn area.



The applicant also requests to remove the associated Planned Development combining zone, which was originally assigned in 1980 per Use Permit No. 80-40. Removal of this combining zone would align the property with the existing MDR (Medium Density Residential) land use designation. The R-2 zone would align with the undeveloped R-2 zoning designated parcels to the south and would be appropriate given the underlying land use designations of adjacent properties to the north and west.

No new development is proposed at this time.

General Plan Conformance

The property maintains a Medium Density Residential General Plan Designation, which is intended to provide land for a range of residential densities and a variety of housing types and ownerships, including townhomes, multiple family residential development, and more urban-scale density development. The designation features a minimum density of 15 du/ac and a maximum density of 28 du/acre. Per the Ukiah 2040 General Plan, this housing, which lies between the low end of Medium Density Residential (MDR - 1-14 units/acre) and the high end of High Density Residential (HDR- 1-28 units/acre) is often referred to as “Missing Middle” housing and can include a mix of housing types including duplexes, triplexes, fourplexes, cottage courts/clusters, and townhomes.

It is notable that the subject property has maintained a Medium Density Residential Designation since the early 1980’s.

CEQA CATEGORICAL EXEMPTIONS

The California Environmental Quality Act (CEQA) requires that the City evaluate the potential environmental effects of proposed development projects and other major land use actions. CEQA Guidelines section 15300 et. seq., describes Categorical Exemptions, which are projects that have been determined not to have a significant effect on the environment and which are, therefore, exempt from the provisions of CEQA and its requirements for the preparation of environmental documents.

Exemption Analysis

There are two Categorical Exemptions that cover the type of project currently proposed: Class 1 and Class 15. The Project technically meets the key considerations for the Class 1, Existing Facilities Categorical Exemption, which allows for the negligible or no expansion of use. In addition, Class 15, Minor Land Divisions, allows for the division of property in urbanized areas zoned for residential use so long as the property is divided into four or fewer parcels and is in conformance with the General Plan.

The following discussion considers and analyzes these exemptions in relation to the Project.

15301. EXISTING FACILITIES

Per CEQA Guidelines Section 15301, Class 1 categorical exemption reads as follows:

“Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of “existing facilities” itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use.

Examples include but are not limited to:

- (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;*
- (b) Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services;*
- (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);*
- (d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood;*

- (e) *Additions to existing structures provided that the addition will not result in an increase of more than:*
 - (1) *50 percent of the floor area of the structures before the addition, or 2,500 square feet, whichever is less; or*
 - (2) *10,000 square feet if:*
 - (A) *The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and*
 - (B) *The area in which the project is located is not environmentally sensitive.*
- (f) *Addition of safety or health protection devices for use during construction of or in conjunction with existing structures, facilities, or mechanical equipment, or topographical features including navigational devices;*
- (g) *New copy on existing on and off-premise signs;*
- (h) *Maintenance of existing landscaping, native growth, and water supply reservoirs (excluding the use of pesticides, as defined in Section 12753, Division 7, Chapter 2, Food and Agricultural Code);*
- (i) *Maintenance of fish screens, fish ladders, wildlife habitat areas, artificial wildlife waterway devices, streamflows, springs and waterholes, and stream channels (clearing of debris) to protect fish and wildlife resources;*
- (j) *Fish stocking by the California Department of Fish and Game;*
- (k) *Division of existing multiple family or single-family residences into common-interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt;*
- (l) *Demolition and removal of individual small structures listed in this subdivision:*
 - (1) *One single-family residence. In urbanized areas, up to three single-family residences may be demolished under this exemption.*
 - (2) *A duplex or similar multifamily residential structure. In urbanized areas, this exemption applies to duplexes and similar structures where not more than six dwelling units will be demolished.*
 - (3) *A store, motel, office, restaurant, or similar small commercial structure if designed for an occupant load of 30 persons or less. In urbanized areas, the exemption also applies to the demolition of up to three such commercial buildings on sites zoned for such use.*
 - (4) *Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.*
- (m) *Minor repairs and alterations to existing dams and appurtenant structures under the supervision of the Department of Water Resources.*
- (n) *Conversion of a single family residence to office use.*
- (o) *Installation, in an existing facility occupied by a medical waste generator, of a steam sterilization unit for the treatment of medical waste generated by that facility provided that the unit is installed and operated in accordance with the Medical Waste Management Act (Section 117600, et seq., of the Health and Safety Code) and accepts no offsite waste.*
- (p) *Use of a single-family residence as a small family day care home, as defined in Section 1596.78 of the Health and Safety Code.”*

The proposed Project is consistent with the definition of a Class 1 exemption because it consists of a Minor Subdivision and Rezone of a property involving no expansion of existing use. The Rezone would align the site's zoning with the existing General Plan land use designation, providing for the for use of allowances in the R-2 zone, and including the City's Objective Design & Development Standards. No development is proposed at this time, and future development would require additional permits and be analyzed on a project level basis for consistency with MDR land use policies and R-2 development standards.

The existing condominiums occurring on the south half of the property will not be modified or demolished, but will remain in their current use. The density allowed under the Marlene Estates Planned Development and the R-2 zone are consistent for this parcel, and no increase in density or intensity is proposed. The division of the site into two parcels does not impact the density allowed under the General Plan's Medium Density Residential designation, which allows 15 to 28 units per acre. The Rezone allows up to 15 units per acre for both the existing units on the south parcel, and the land included in the northern parcel.

The division of the two parcels could allow additional units on the northerly parcel in the future, but as described above, would require additional analysis at the time a specific project is proposed. Significantly, additional development on this northerly parcel is allowed under the General Plan's Medium Density Residential designation, and its Rezone brings consistency between the General Plan and the Zoning ordinance, in conformance with the requirements of State law.

15315. MINOR LAND DIVISIONS

Per CEQA Guidelines Section 15315, the Class 15 categorical exemption reads as follows:

"Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent."

The Project is consistent with the definition of the Class 15 exemption because the proposed Minor Subdivision would divide the site into two parcels (less than four), and the proposed Rezone is consistent with the Medium Density Residential General Plan Designation the property has maintained since the early 1980's. No variances or exceptions are requested. All services and access to the parcels are currently available to the site, and the site was not involved in a division of a larger parcel within the last 2 years. The site has been previously graded and developed, is relatively flat, and does not have an average slope greater than 20 percent.

15300.2 CEQA EXCEPTIONS TO CATEGORICAL EXEMPTIONS

CEQA Guidelines section 15300.2 establishes six (6) exceptions to categorical exemptions, listed below. Following each exception is an analysis of how it applies or does not apply to the proposed Project.

1. Location

Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant if its impact on the environment may, in a particularly sensitive environment, be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

Applicability to the proposed Project: The Project is subject to Class 1, Existing Facilities, and Class 15, Minor Land Divisions, and is not subject to Classes 3, 4, 5, 6 or 11. Therefore, the Project is not subject to the location exception.

2. Cumulative Impact

All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Applicability to the proposed Project: There is no evidence that the Minor Subdivision and Rezone would have a significant cumulative impact on the environment. The site's current General Plan land use designation is Medium Density Residential (MDR). The 2040 General Plan increased the density for MDR to 15 – 28 DU/AC, while the proposed Rezone to R-2 limits the maximum density to 15 DU/AC. Based on the analysis provided in the 2040 General Plan EIR, the Project proposes a decrease in intensity of development when compared to the site's MDR land use designation analyzed in the EIR. Therefore, future development of the site under the R-2 zone would marginally reduce traffic, air quality and greenhouse gas emissions associated with vehicle trips analyzed in the 2040 General Plan EIR. In addition, impacts associated with any land disturbance impact, such as biological resources, geology or hydrology, would be equivalent to those of any other development, because the site has been previously disturbed, and will be constructed upon regardless of the land use proposed should development be proposed in the future for the northerly parcel. The overall impact of the proposed Project will not cumulatively impact the environment.

3. Significant Effect

A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

Applicability to the proposed Project: There is no evidence that the Project would result in significant impacts, nor would significant impacts be expected from the Minor Subdivision or Rezone as there is no development proposed at this time. Future development will be subject to the same standards and requirements as any project in the city. As described above, the Rezone is consistent with the General Plan designation applied to the property, which was analyzed in the General Plan EIR. The Rezone imposes a density on the low range of the General Plan designation, and therefore will have moderately lesser impacts on the environment should future development be proposed on the northerly parcel. This exception does not apply to the Project.

4. Scenic Highways

A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

Applicability to the proposed Project: The Project site is not located on or near a state or county designated or eligible scenic route. The site is currently developed and does not contain any scenic resources such as rock outcroppings or historical resources. While the site contains trees that could be considered a scenic resource, development is not proposed at this time that would physically alter the site. This exception does not apply to the Project.

5. Hazardous Waste Sites

A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

Applicability to the proposed Project: Section 65962.5 requires that the Department of Toxic Substances Control compile a list of all hazardous waste facilities, properties, disposals, release sites and abandoned sites. The Project is not located on a cleanup site according to the Department of Toxic Substances Control (DTSC) EnviroStor database. The Project is not located on a LUST cleanup, military cleanup, or any other cleanup sites listed on the Water Board Geotracker database. This exception does not apply to the Project.

6. Historic Resources

A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Applicability to the proposed Project: The Project will not cause a substantial adverse change in the significance of a historical resource. There are no resources listed on the National Register of Historic Places on, or in the vicinity of, the subject property. There

are also no resources listed in the California Register of Historic Resources (Built Environment Resources Directory) on the Project site or in its immediate vicinity. The existing condominiums are not considered locally historically significant. This exception does not apply.

CONCLUSIONS

As described in the above analysis, the proposed Project is consistent with the terms of Class 1 and Class 15 under CEQA Guidelines sections 15301 and 15315, respectively. The exceptions to categorical exemptions detailed in CEQA Guideline section 15300.2 do not apply to the Project. Therefore, the Project is exempt from CEQA.

ORDINANCE NO.

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL AMENDING THE OFFICIAL ZONING MAP BY REMOVING THE PLANNED DEVELOPMENT (PD) DESIGNATION AND REVERTING TO THE BASE MEDIUM DENSITY RESIDENTIAL (R2) DESIGNATION AT 960-979 MARLENE STREET; (APNs 003-100-24 - 003-100-437)

The City Council of the City of Ukiah does hereby ordain as follows:

SECTION ONE - FINDINGS AND DECLARATIONS

The City Council finds and declares as follows:

1. The Planning Commission held a public hearing to provide direction on the location of the proposed Zoning Map Amendment on September 11, 2024. The Planning Commission voted in favor of recommending that the City Council approve a proposed Zoning Map Amendment, rezoning the subject parcel from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2) (“Amendments”).
2. The 2.3-acre Project site is addressed at 960-979 Marlene Street; (APNs 003-100-24 - 003-100-437). The Project proposes to rezone the existing parcel, currently zoned as from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2). This project is requested in conjunction with a Minor Subdivision to facilitate the creation of two (2) separate parcels;
3. The Zoning Map Amendment is consistent with the findings required for adoption of an ordinance to approve a Zoning Map Amendment as required by Ukiah City Code Section 9265.
4. The Project site is surrounded by a mixture of similar residential uses or vacant land. Surrounding land uses are a mixture of multi-family residential and transportation infrastructure. No development is proposed in conjunction with the Rezone or Minor Subdivision. Future development of the either parcel would require adherence to all R-2 zoning regulations. The Project supports General Plan goals and policies related to the use of underutilized parcels. As such, the proposed Amendments would be consistent with the City’s General Plan.
5. The site is within the jurisdictional boundary of the Ukiah Valley Fire Protection District and is otherwise provided with all required utilities and services. No development is proposed in conjunction with the requested subdivision. The Medium Density Residential land use classification establishes no minimum lot size. As proposed, each resulting lot would be greater than 1 acre, and would conform to the general plan and zoning district standards of the (R-2) district. Therefore, the proposed subdivision request is consistent with the MDR land use classification as well as other provisions of the General Plan and associated development standards.
6. Notice of the proposed Project was provided in the following manner: provided to property owners within 300 feet of the project parcels, as well as agencies and departments with jurisdiction or interest over the project on September 22, 2024; posted on the City’s webpage on September 22, 2024; published in the Ukiah Daily Journal on September 22, 2024; posted on the Project site on September 22, 2024; available to the public at the Community Development Counter on September 22, 2024, and posted at the Civic Center (glass case) 72 hours prior to the public hearing.

The City Council has considered the Amendment, attached hereto as Exhibit A, together with

the recommendation of the Planning Commission to approve this Ordinance.

SECTION TWO – ADOPTION OF ORDINANCE

The Official Zoning Map for the City of Ukiah is amended to change the designation of 960-979 Marlene Street; (APNs 003-100-24 - 003-100-437) from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2). This Ordinance incorporates the Amendments depicted in the figure attached hereto as Exhibit A.

SECTION THREE – NOTICE

This Ordinance shall be published as required by law in a newspaper of general circulation.

SECTION FOUR – SEVERABILITY & EFFECTIVE DATE

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 October 2, 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

EXHIBIT A: REZONE EXHIBIT MAP, 960-979 MARLENE STREET; (APNs 003-100-24 - 003-100-43)

PD#14

PD #16

PD

Subject Parcel to
be rezoned from
R-2:PD to R-2.

R1

R2

CASE: File No. 24-9277

OWNER: Kung, Hin Lok & Ellen

APN: 003-100-24 & 43

APLCT: Kung, Hin Lok & Ellen

AGENT: Marcia Morgan Lazaro

ADDRESS: 960 & 979 Marlene St, Ukiah



Assessors Parcels

0 35 70 Feet
0 0.005 0.01 Miles

1:800



Exhibit A - Zoning Map

THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE THIS MAP TO DETERMINE LEGAL PROPERTY BOUNDARIES

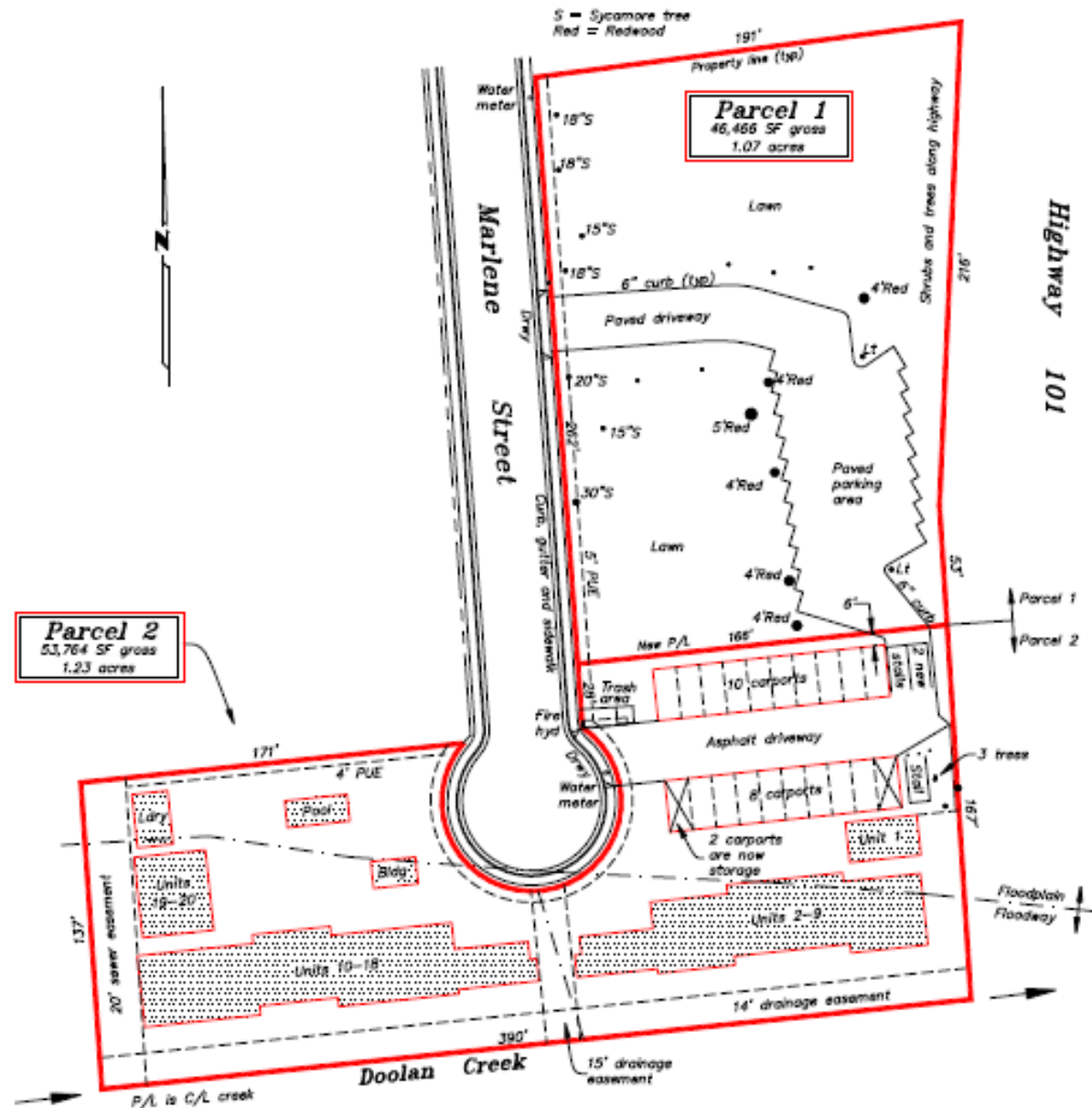


960-979 Marlene Street
(APNs 003-100-24 - 003-100-43)
File No. #24-9277

City of Ukiah
Department of Community Development
Planning Division

10/02/2024

Project



Prepared By:

Ron W. Franz RCE, PLS
2335 Appalmaris Drive
Ukiah, CA 95482
707-462-1087



Notes

Property is 960-979 Marlene St., Ukiah
Marlene Street Condominium Subdivision
per MC 2, Dr 44, Pg 61, MCR

AP = 003-100-24 thru 43

Size = 2.30 acres

Utilities exist to the property, including
sewer, water, gas, cable TV and electric.

Existing easements are all shown and
are as per the subdivision map
recorded in MC 2, Dr 44, Pg 61

Topography: The site is basically flat
with gentle easterly slope.

Existing Use Permit No. 80-40 is
to be modified

Zoning = PD (Planned Development)
R2 (Medium Density Residential)

The property is in the FEMA floodplain
per Flood Panel 08045C1514F. Flood
depths on Parcel 1 are about 1' to 2'

On-site parking for new Parcel 2 = 21
18 covered carports and 3 open spaces

Owner

Hin Lok Kung & Ellen Bing Kung
1879 J2nd Avenue
San Francisco, CA 95482-5943

Title Report

Refer to Preliminary Title Report
prepared by Redwood Empire Title
Company, order 20231386EM
date February 15, 2024

**Tentative Map
of a Minor Subdivision at
960-979 Marlene Street, Ukiah
Feb 26, 2024 -- Scale: 1"=50'**



Context



Roles & Responsibilities

1

City Engineer

Minor Subdivision

2

Planning Commission

Use & Site Development Permits

Provide recommendations City
Council regarding Rezones

Subdivision (Appeal Authority)

3

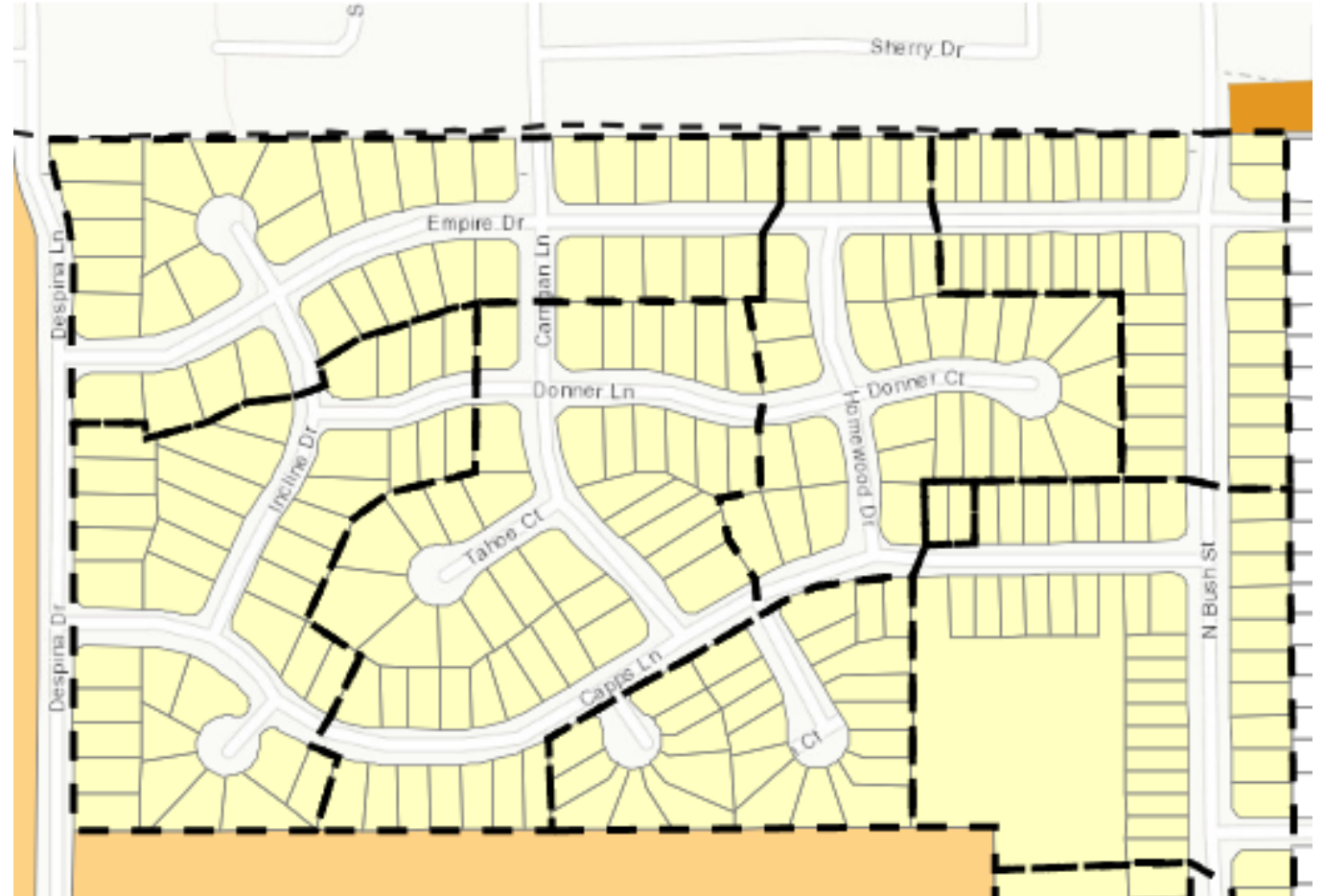
City Council

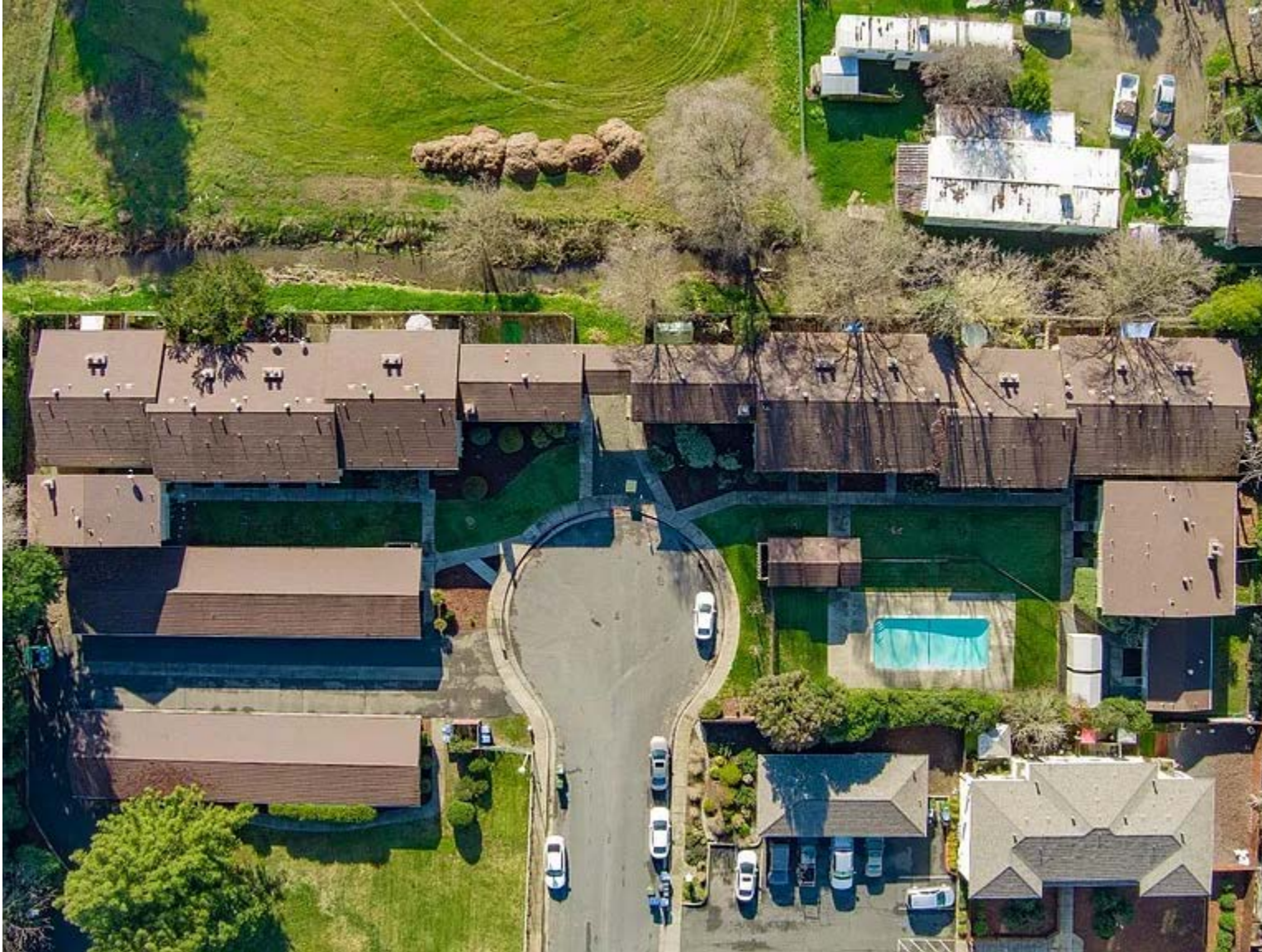
Rezones; General Plan
Amendments

Use Permits (Appeal Authority)

Planned Developments

Within Ukiah, the purpose of the planned development combining zone is to allow flexibility in design and development in order to promote economical and efficient use of land; to increase the level of urban amenities; to preserve the natural environment; and to provide for phased completion of development projects. It generally provides a method for deviating from standardized zoning requirements to foster well planned, creative, and quality development. (Ord. 1005, §1, adopted 1998)





Overview

- Zoning
- CEQA
- Community Impact
- 2040 General Plan –
- Objective Design
- Current Use

Recommendation

Conduct a public hearing:

- Introduce by title only an Ordinance to approve a Rezone from Medium Density Residential – Planned Development (R-2: PD) to Medium Density Residential (R-2), as well as approve a Minor Subdivision resulting in two (2) parcels at 960-979 Marlene Street.





AGENDA SUMMARY REPORT

SUBJECT: Possible Introduction of an Ordinance, by Title Only, Amending and Adding Various Sections of the Ukiah City Code to More Effectively Regulate 'Missing Middle Housing' Consistent with the Land Use Element of the Ukiah 2040 General Plan.

DEPARTMENT: Community
Development

PREPARED BY: Jesse Davis, Chief Planning Manager

PRESENTER: Jesse Davis, AICP, Chief Planning Manager

ATTACHMENTS:

1. City of Ukiah - Land Use Element (Missing Middle Housing)
2. Planning Commission Resolution (Draft - Unsigned)
3. CEQA Guidelines Section 15183 (Findings of Significance)
4. Draft Ordinance - Missing Middle Housing-10.02.2024-Complete rev 10-2-24
5. Staff Analysis
6. 12b Presentation given at meeting.

Summary: Council will conduct a public hearing and consider introduction of an ordinance, by title only, amending and adding various sections of Ukiah City Code to update the City's regulations to more effectively regulate 'Missing Middle Housing' consistent with the Land Use Element of the Ukiah 2040 General Plan.

Background: On December 7, 2022, the City Council adopted the 2040 Ukiah General Plan, which included a Land Use Element focused on the topics of compact residential development, missing middle housing, special planning areas, infill housing, community character and design. As part of the 2040 General Plan, a goal, policies, and implementation programs were specifically included to support the development of Missing Middle Housing within existing Ukiah neighborhoods. In particular, Goal LU-9- *To provide opportunities for housing that can accommodate the needs, preferences, and financial capabilities of current and future residents in terms of different housing types, tenures, density, sizes, and costs-* was to guide the City's approach to 'Missing Middle' and infill development. Pertinent excerpts of the Land Use Element are included in Attachment 1.

The proposed amendments to the Ukiah City Code are strategically aligned with the Land Use Element, which emphasizes sustainable development, diversity of housing types, and economic resilience. Effectively, the density cited in the 2040 General Plan cannot be realized without changes to the development standards that restrict the use of existing residential parcels. In coordination with recent modifications to the City of Ukiah's Objective Design & Development Standards (ODDS), Accessory Dwelling Unit (ADU) policies and Lot Line Adjustment (LLA) regulations, this 'Missing Middle' update will allow individual property owners to further realize opportunities for infill residential development, thereby encouraging a heterogeneous mix of housing types and price points.

In 2022, to stimulate the production of housing and remove barriers for expedited housing production, the State enacted Senate Bill 9 (SB 9). SB 9 creates a ministerial approval process for lot splits and duplex construction on parcels zoned for single-family uses, if the project meets specified requirements. Development under SB 9 cannot demolish deed-restricted affordable housing or housing occupied by tenants in the past three years or occur in an historic district. Local governments may impose objective standards, unless they

preclude the construction of two units or a lot split. Local agencies may require up to one parking space per unit, unless the parcel is within a half mile of a major transit stop or high-quality transit corridor (similar to ADU requirements). As part of the proposed ordinance, the City recognizes the applicability of SB 9 with regard to ministerial subdivisions by acknowledging the State Law in Ukiah City Code Section 9022(B).

On September 25, 2024, the City of Ukiah Planning Commission evaluated the proposed amendments, and provided a recommendation of approval to the City Council. The Planning Commission adopted the resolution (Attachment 2) at the conclusion of the public hearing with a vote of 3-0, with one Planning Commissioner absent by pre-arrangement. Besides minor typographical corrections, the only substantive change incorporated was the included definition, 'Multiplex'. As proposed, a 'Multi-Plex' is defined as *"A detached (2 to 2.5-story) structure that consists of 5 to 12 dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street."*

Discussion: The proposed amendments to Ukiah's City Code aim to bring local regulations in line with the Ukiah 2040 General Plan, promoting more flexible and diverse housing options while maintaining the City's commitment to sustainability and community resilience.

Key changes focus on clarifying that duplexes, a critical component of 'Missing Middle' housing, are allowed by right in residential zones (R1-R3), exempt from certain objective design regulations, but still restricted in airport compatibility zones. Regulations related to Supportive and Transitional Housing are also updated for consistency across zoning articles. The proposed Ordinance streamlines provisions for Low Barrier Navigation Centers (LBNCs), which serve as essential tools in addressing homelessness, allowing these facilities by right within the R2 and R3 zoning districts as suggested by State law. While originally included and approved within the R1 zoning district by the Planning Commission, Planning Division Staff now recommend that LBNCs be removed from the R1 zoning district, as they are not specifically identified for allowance by AB 101, which specifies that LBNCs are a "...use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses."

The amendments also address practical concerns like accessory carports, allowing them to extend into setbacks to optimize space for infill residential development, rather than vehicle storage. Regulations for manufactured and modular homes are simplified, aligning local rules with state standards, while new provisions for Dwelling Group - Cottage developments will encourage small-scale, clustered housing that blends with single-family neighborhoods and provides opportunities for clustered infill development of smaller residential structures.

In addition, the reduction of setbacks, lot sizes, and parking requirements is designed to facilitate the development of affordable, compact housing types such as duplexes and townhomes, allowing realization of the General Plan's evaluated densities. The proposed amendments also incorporate SB 9, a State law that allows for the subdivision of R1 lots to accommodate small-scale, infill development, further promoting diversity in housing options.

Other proposed changes include ensuring awareness of regulations and restrictions conveyed in the Ukiah Municipal Airport Comprehensive Land Use Plan by inserting clear citation in the 'Additional Requirements' section of each Article. Additionally, by allowing "Mom & Pop" grocery stores in residential zones on a discretionary basis and allowing for more 'Professional Office' opportunities, the Ordinance provides opportunities to create more walkable neighborhoods. "Mom & Pop" grocery stores, as well as other commercial uses, are already allowed within the R3 zoning district. Finally, updates to landscaping standards will emphasize drought-resistant plants in line with the City's sustainability goals.

Per the California Environmental Quality Act (CEQA), as evaluated in Attachment 3, there is no new information as a result of the proposed ordinance amendments that would result in more severe impacts than what was considered as part of the Ukiah 2040 General Plan EIR. A draft ordinance is included as Attachment 4 for the review and consideration of the City Council.

Overall, these amendments are strategically designed to implement the 2040 General Plan's vision of a more

diverse, sustainable, and resilient community, with no significant new environmental impacts identified under CEQA. A draft ordinance is included for the City Council's consideration. A fuller explanation of the proposed changes for the 'Missing Middle Ordinance' are included in Attachment 5 (Ordinance Analysis - Staff).

Recommended Action: Introduce, by title only, an ordinance amending and adding various sections of the Ukiah City Code to more effectively regulate 'Missing Middle Housing' consistent with the Land Use Element of the Ukiah 2040 General Plan.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Manager's Office; City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI):CL 5A: Update the zoning ordinance

GENERAL PLAN ELEMENTS (GP): Goal LU-9 (Missing Middle) LU-9.1 Mixed Residential Neighborhoods; LU-9.2 Housing Types and Designs; LU-11.10 Water Efficient Landscaping; Goal H-2 (Expand Housing Opportunity); H-2.2 (Encourage a Variety of Housing); Goal H-3 (Remove Governmental Constraints to Infill Housing)

Approved:


Sage Sangiacomo, City Manager



2 Land Use Element



2.1 Land Use Diagram and Designations

The 2040 General Plan designates land uses defining the type of development planned to occur throughout the city through the planning horizon year of 2040 (approximately 20 years).

Development projections for the General Plan were determined by analyzing vacant and underutilized parcels within the city and the realistic level of development potential based on what is allowed under the applicable land use designation factoring for known physical constraints and/or regulatory requirements, such as

provisions in Division 9, Chapter 2 - Zoning of the Ukiah City Code. The development projections include the development potential of the land within the City limits as well as areas identified for future annexation. The core of the Land Use Element is the land use diagram and description of land use designations that classify and distinguish the various land uses in the City. Corresponding levels of intensity, density, and allowable uses are defined in this section, as required by Government Code Section 65302(a).

Important Note

It is common for the Land Use Diagram to be updated over time. Please check with the Ukiah Community Development Department to ensure you have the current version.

Land Use Diagram

Figure 2-1, the General Plan Land Use Diagram, shows the distribution of the land use designations allowed within the City's Planning Area. There are a total of 16 residential, commercial, mixed-use, public/quasi-public uses and agricultural land use designations that depict the types of land uses that will be allowed within the Planning Area.

The Land Use Diagram is largely implemented through the City's zoning regulations. Each land use designation has corresponding compatible zoning districts. Whereas the land use designations are intentionally broad, the zoning designations are more detailed and provide specific development standards, including permitted and conditional uses, building heights, setbacks, lot coverage, and parking requirements. While the Land Use Diagram guides zoning, it is not the same as the City's Zoning Map.

Land Use Designations

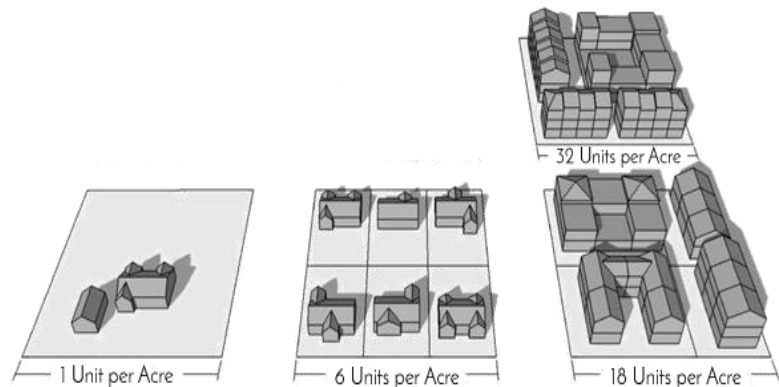
Table 2-1 describes the land use designations along with their corresponding density/intensity standards using the following columns:

- **Designation.** This column provides the name of each designation and the acronym used when referring to the designation.
- **Color.** To the right of each designation name is the color that is assigned to this designation on the Land Use Diagram (Figure 2-1).
- **Description.** This column contains a description of the purpose and application of each designation. The City's Zoning regulations provide further detail about uses allowed and permitted in zoning districts that implement the land use designation. Not all allowed and permitted land uses may be appropriate for specific properties due to location, adjacent uses, site-specific constraints, and other applicable General Plan policies.
- **Density/Intensity Standards.** This column describes allowable development density or intensity. Designations allowing residential uses include a minimum and maximum density, expressed as dwelling units per acre (du/ac). Residential designations also include maximum lot coverage. Non-residential uses

include a maximum building intensity standards, expressed as Floor Area Ratio (FAR), which is defined below. Most non-residential land use designations also allow residential uses and include density standards as well.

Residential Density

Residential development is categorized by allowed density range (minimum and maximum) measured in dwelling units per acre (du/ac). Residential density is calculated by dividing the number of dwelling units on the site (excluding accessory dwelling units) by the gross acreage of the site. The image to the right shows prototypical examples of different residential densities for one-acre properties.



State planning law requires general plans to include standards for measuring population density. Population density is determined by multiplying the maximum number of dwelling units allowed in a given land use designation by the average number of persons per household (as determined by the California Department of Finance).

Non-Residential Building Intensity (FAR)

The intensity of non-residential development, which can be regulated by total building size and lot coverage, is measured by Floor Area Ratio (FAR). FAR means the gross floor area of a building or buildings on a parcel divided by the area of the parcel. Floor area means the entire enclosed area of all floors that are more than four (4) feet above the existing or proposed grade, measured from the outer face of exterior walls or in the case of shared walls from the centerline. The maximum FAR standard limits the overall size of development on a parcel. As an example, a maximum FAR of 0.75 would allow 75,000 square feet of building floor area on a 100,000-square foot lot. The 75,000 square feet could be developed in one building, or more buildings, and include one of more stories. (Source: *Land Use Alternatives Memorandum*)

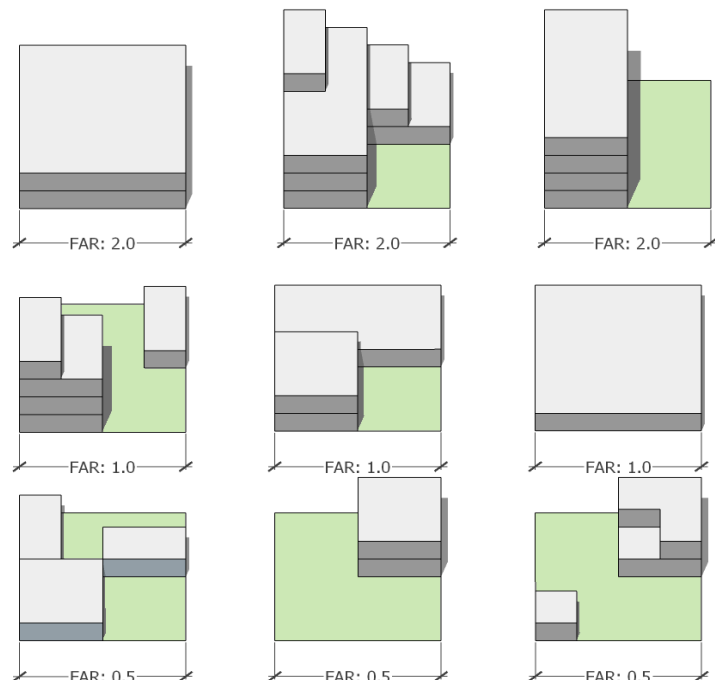


Table 2-1 General Plan Land Use Designations

Designation	Description	Density / Intensity
Residential Designations		
Hillside Residential HR	Purpose and Application: This designation replaces existing Rural Residential areas in the hillsides west of Highland Avenue and Park Boulevard, with a maximum allowable density of one dwelling unit per gross acre. The intent of this designation is to allow for single-family residential at a lower density to align with the goal of reducing development in designated High Fire Hazard Areas. Typical Uses: - Single-family detached dwellings - Accessory dwelling units	Minimum Density: N/A Maximum Density: 1 du/ac Floor Area Ratio: N/A
Rural Residential RR	Purpose and Application: This designation allows for single-family residential development at a density of up to two units per gross acre. This designation shall be reserved for those lands that are on the fringe of the community, have already been divided into lot sizes that are one-half acre or larger, or are required to "buffer" an industrial, agricultural, or public use. Development in this category is required to connect to the City's wastewater collection system and water system. The City may also require new projects to install infrastructure, such as sidewalks, curbs/gutters, or streetlights. Typical Uses: - Single-family detached dwellings - Accessory dwelling units - Compatible public and quasi-public uses (e.g., churches, day-care centers, community centers, parks, and schools)	Minimum Density: N/A Maximum Density: 2 du/ac Floor Area Ratio: N/A
Low Density Residential LDR	Purpose and Application: This designation is intended to provide land for attached and detached single-family residential uses. This designation is the traditional suburban style or City neighborhood style development density. The LDR classification is for lands within the City, the Sphere of Influence, Master Plan Areas, and within Rural Communities, or large subdivisions or planned unit developments. Typical Uses: - Single family detached dwellings - Mobile home parks - Compatible public and quasi-public uses (e.g., churches, day-care centers, community centers, parks, and schools)	Minimum Density: N/A Maximum Density: 15 du/ac Floor Area Ratio: N/A
Medium Density Residential MDR	Purpose and Application: This designation is intended to provide land for a range of residential densities and a variety of housing types and ownerships, including townhomes, multiple family residential development, mobile home parks, and more urban-scale density development. Lands classified MDR shall be located within the incorporated City, Ukiah Sphere of Influence, Master Plan areas, or Rural Communities. MDR lands are intended to be located in proximity to parks, schools, and public services.	Minimum Density: 15 du/ac Maximum Density: 28 du/ac Floor Area Ratio: n/a

Designation	Description	Density / Intensity
	Typical Uses: - Single-family detached dwellings - Small-lot multifamily dwellings, including duplexes, triplexes, fourplexes, apartments, townhomes, and mobile homes - Compatible public and quasi-public uses (e.g., churches, day-care centers, community centers, parks, and schools)	
High Density Residential HDR	Purpose and Application: This designation is intended for high-density apartment or townhome projects to meet the diverse needs of the population in terms of mixed types and affordability of housing. The HDR classification is permitted within the incorporated City and Sphere of Influence. This designation is also permitted as a part of a planned unit development or Master Plan Area. This designation is also intended to provide opportunities for limited neighborhood-directed commercial development that is designed to serve the needs of a residential area. - Single-family detached dwellings - Multi-family dwellings, including duplexes, triplexes, fourplexes, apartments, townhomes, and mobile homes - Neighborhood commercial - Compatible public and quasi-public uses (e.g., churches, day-care centers, community centers, parks, and schools)	Minimum Density: 28 du/ac Maximum Density: 40 du/ac Floor Area Ratio: n/a
Mixed Use / Commercial / Industrial		
Downtown Core DC	Purpose and Application: This designation is applied to the central core of Ukiah, generally extending along East Perkins Street and State Street that currently comprises parcels with the Downtown Zoning District. This designation is intended to establish and promote Downtown Ukiah as the central gathering place in the community for commercial, entertainment, hospitality, and urban living. Development in the Downtown Core is meant to establish a walkable, infill-oriented environment, focusing on multi-modal transportation and overall connectivity to the remainder of the city. This designation allows for a combination of higher-density residential, mixed-use, office, and commercial uses. Projects in this designation are required to comply with the design standards and guidelines as specified in the Downtown Zoning Code. Typical Uses: - Multi-family dwellings - Mixed-use multi-family, commercial, retail, live/work, office - Entertainment venues - Hotels and lodging establishments - Restaurants and similar hospitality uses - Large and small format retail sales - Personal service/repair, medical, and office uses - Administrative and professional offices - Central gathering spaces, plazas, and paseos	Minimum Density: 28 du/ac Maximum Density: 40 du/ac Floor Area Ratio: 2.5
Mixed Use: Brush Street	Purpose and Application:	Minimum Density:

Designation	Description	Density / Intensity
MUBST	This designation is intended to allow two to three story mixed-use development with commercial uses encouraged at street level. Uses may be mixed vertically or horizontally (stacked or linearly) on the site. Mixed-use (MU) development shall combine two or more of the permitted uses listed below along with some form of public open space, and single use development shall be prohibited by implementing zoning. Typical Uses: - Single- and multi-family (MFR) dwellings - Retail commercial and light industrial - Mixed-use multi-family, commercial, retail, live/work, office, medical related uses such as clinics and hospitals	SFD: 5 du/ac MFR/MU: 9 du/ac Maximum Density: SFD: 9 du/ac MFR/MU: 20 du/ac Floor Area Ratio: Min: 0.3 Max: 1.0
Mixed Use: AIP-PD AIP-PD	Purpose and Application: This designation replaces the Master Plan Area designation for the Airport Industrial Park Planned Development (AIP-PD) area in southern Ukiah along Highway 101. The AIP-PD was originally approved in 1981, and the Ordinance regulating current land uses was first adopted in 2013; lands within this area are currently governed by AIP-PD Ordinance No. 1213 which was adopted in 2021. Since adoption of the 1995 General Plan this area is almost completely built out with a variety of commercial, industrial, and mixed-use development. Land Use within this area is further broken down into seven land use categories: Highway Commercial; Industrial; Industrial Auto; Commercial; Light Manufacturing Mixed Use; Open Space; Professional Office; and Retail Commercial (as shown on the AIP-PD land use designation map). Each designation contains a set of development standards (setbacks, height, design, land use, landscaping, etc.). While the AIP-PD notes that residential density is limited to 60 people per acre, and commercial development is subject to 40 percent maximum lot coverage, due to its proximity to the airport, the AIP-PD relies on density restrictions noted within UKIALUCP. Typical Uses: - Large format retail sales - Restaurants - Light industrial/manufacturing - Personal service/repair, medical, and office uses - Administrative and professional offices - Highway-oriented uses - Automotive commercial - Open Space	Floor Area Ratio: 1.0
Neighborhood Commercial NC	Purpose and Application: This designation identifies areas generally located within existing neighborhoods in the city, primarily adjacent to single-family areas along South Dora Street. The intent of this designation is meant to provide enhanced neighborhood serving uses that are compatible with and limit conflict with adjacent residential areas. In an effort to stimulate additional housing opportunities in the city, this designation supports the inclusion of single- and multi-family dwelling types, specifically walkable infill development, including mixed-use development (both horizontal and vertical formats). This designation focuses development of small format retail and personal services that serve the everyday needs of the immediate neighborhood.	Minimum Density: 8 du/ac Maximum Density: 15 du/ac Floor Area Ratio: 1.0

Designation	Description	Density / Intensity
	Typical Uses: - Small format retail sales - Restaurants - Personal service/repair, medical, and office uses - Single- and multi-family dwellings - Mixed-use (multi-family, commercial, retail, live/work, office)	
CC Community Commercial	Purpose and Application: This designation identifies areas generally located along major corridors in the city including State Street, East Gobbi Street, and Talmage Road, with the intent of providing a transition between higher-intensity commercial uses along Highway 101 and residential neighborhoods on the western side of the city. In an effort to stimulate additional housing opportunities in the city, this designation supports the inclusion of higher-density multi-family dwellings, including mixed-use development (both horizontal and vertical formats). This designation focuses development for small and large format retail, shopping centers, chain restaurants, and personal services that provide for the community as well as consumers outside the city. Typical Uses: - Large format retail stores, with a focus on national and regional chains - Hotels and lodging establishments - Restaurants - Personal services and office uses - Multi-family dwellings - Mixed-use (multi-family, commercial, retail, live/work, office)	Minimum Density: 15 du/ac Maximum Density: 28 du/ac Floor Area Ratio: 1.5
HC Highway Commercial	Purpose and Application: This designation identifies areas generally located adjacent to Highway 101 on the far eastern side of the city. This designation focuses development of more auto-oriented uses, visitor-serving uses, and large format retail that are typically associated with highway users. The intent is to limit the impact of such auto-oriented uses on established residential areas and neighborhood-focused commercial centers, including Downtown. Typical Uses: - Large format retail - Hotels and lodging establishments - Restaurants and supporting hospitality uses, including drive-thru establishments - Gas stations and vehicle fueling stations, including vehicle repair - Guidance services and professional offices	Minimum Density: 28 du/ac Maximum Density: 40 du/ac Floor Area Ratio: 1.0
I Industrial	Purpose and Application: This designation is intended to identify those areas of the General Plan where manufacturing and major employment uses may occur. The Industrial classification applies to lands suited for industrial uses where public facilities and services (transportation systems, utilities, fire protection, water, and sewage disposal) exist or can be efficiently	Minimum Density: N/A Maximum Density: Live/work: 20 du/ac

Designation	Description	Density / Intensity
	provided. Industrial uses may be sited where there can be the least impact to proximate uses and where the potential for environmental disruption is minimal or can be adequately controlled. Industrial uses may be managed through individual zoning districts to ensure a level of land use compatibility that reflects site specific conditions and requirements. New Industrial lands are intended to be located in the City limits, the Sphere of Influence, or Master Plan Areas. Typical Uses: ▪ Manufacturing, processing, fabrication and assembly, and warehousing ▪ Public facilities, places of assembly ▪ Business centers, business parks, office parks, mixed commercial, office, and industrial sites. ▪ Limited live-work uses ▪ Agriculture	Floor Area Ratio: 1.0

Public / Quasi-Public			
Public P		Purpose and Application: This designation is intended to identify lands owned by public agencies including the City, County, School districts, and special districts, as well as quasi-public utilities such as Pacific Gas & Electric and internet and telephone service providers. Public land uses identify facilities that are unlikely during the life of the General Plan to be considered surplus property because of the extent or nature of the existing facility. The P classification is the equivalent of the County's Public Lands and Public Services classification. Typical Uses: ▪ Government buildings ▪ Libraries ▪ Water, wastewater, and drainage facilities ▪ Transportation and utility facilities ▪ Compatible public buildings ▪ Natural resource areas	Minimum /Maximum Density: n/a Floor Area Ratio: 1.0
Recreational REC		Purpose and Application: This designation is intended to identify recreation facilities with generally unrestricted access. REC lands apply to public parks and recreation facilities, quasi-public recreation facilities within residential development, and private parks or recreation facilities such as campgrounds or private golf courses. Typical Uses: ▪ Campgrounds, trails, parks, baseball fields, soccer fields, BMX tracks, RV parks, golf courses, country club facilities.	Minimum /Maximum Density: n/a Floor Area Ratio: n/a
Open Space OS		Purpose and Application: This designation is intended to identify lands not suited for development or to land most valuable in its undeveloped state. Factors limiting the development of land would include such constraints as unstable soils, high fire hazard, remote location, poor access, or susceptibility to flooding. Valuable natural areas could include rare and endangered species and habitat, wildlife corridors, riparian vegetation zones, areas with creeks or water features, or designated scenic resources. The OS classification is the equivalent of the County's Open Space classification. Typical Uses: • Agriculture, conservation and development of natural resources • Mineral extraction • Recreation • Essential utility installations	Minimum /Maximum Density: n/a Floor Area Ratio: n/a

Other			
Agriculture AG		Purpose and Application: This designation is intended to apply to lands which are suited for and are used for production of crops, commercially cultivated lands under agricultural preserve contracts, land having present or future potential for agricultural production, and contiguous or intermixed smaller parcels on which non-compatible uses could jeopardize the agricultural use of agricultural lands. Lands within the AG classification with agricultural commodities, excluding cannabis, are protected from encroachment of incompatible uses by the "Right to Farm" provisions of the Agriculture Element. Agriculture lands are intended to include both the growing, raising, and harvesting of agricultural produce, fruit, or livestock. Typical Uses: - Single-family dwellings - Farm labor housing - Crop production, grazing, livestock raising facilities, dairies - Packing houses, feed/grain storage - Natural open space areas - Agriculturally related industries, wineries, food processing	Minimum Density: n/a Maximum Density: 1 du/40 ac Floor Area Ratio: n/a

Table 2-2 General Plan Land Use Designation Summary Table

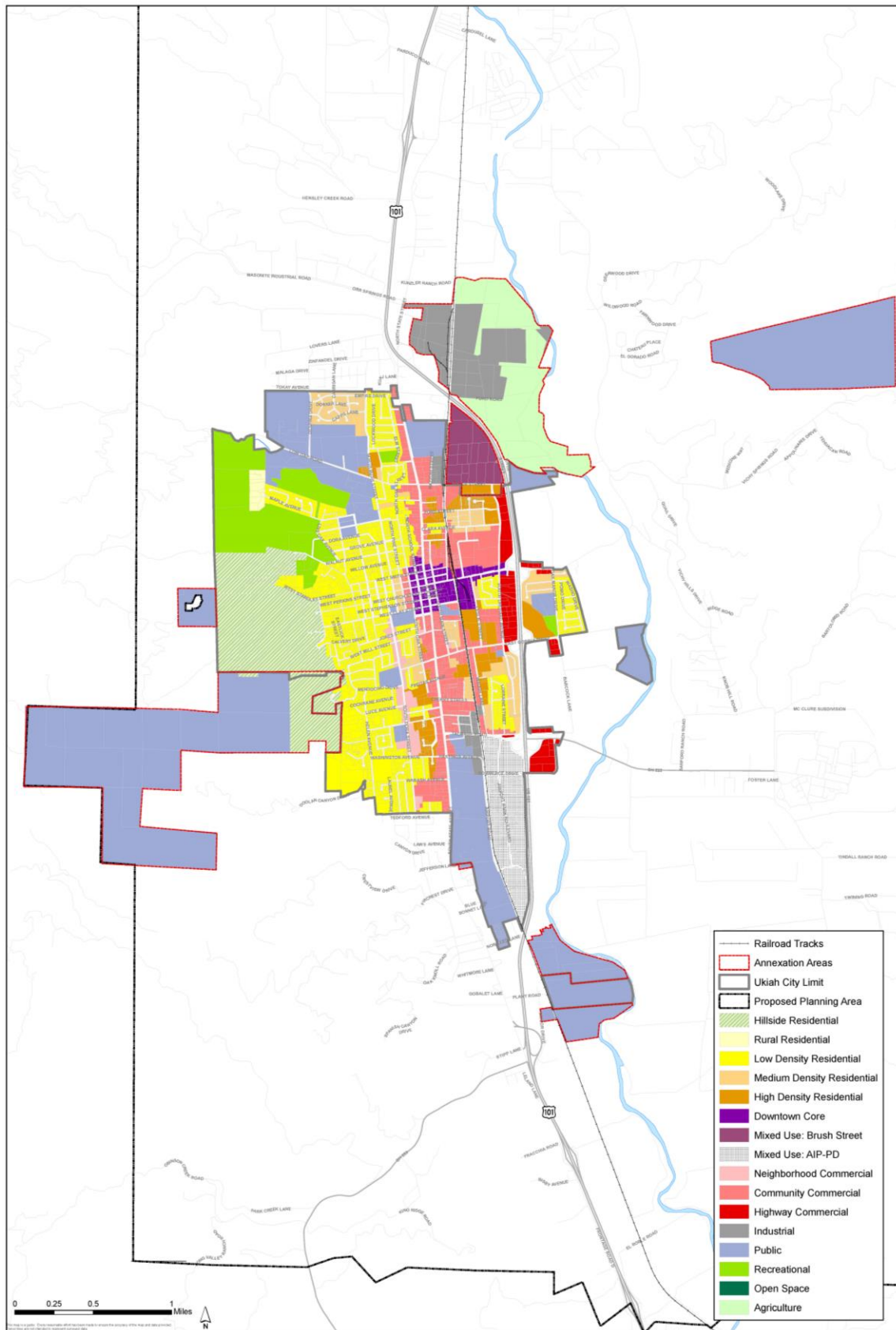
Land Use Designation		Density Range (units/acre)	Floor Area Ratio	Compatible Zoning Districts
HR	Hillside Residential	1 du/ac	N/A	Low Density Residential-Hillside Overlay (R1-H)
RR	Rural Residential	2 du/ac	N/A	Low Density Residential (R1)
LDR	Low Density Residential	15 du/ac	N/A	Low Density Residential (R1)
MDR	Medium Density Residential	15 - 28 du/ac	N/A	Medium Density Residential (R2)
HDR	High Density Residential	28 - 40 du/ac	N/A	High Density Residential (R3)
DC	Downtown Core	28 - 40 du/ac	2.5	All Downtown Zoning Code districts
MUBST	Mixed Use: Brush Street	SFD: 5 - 9 du/ac MFR: 9 - 20 du/ac	0.3-1.0	All existing and future zoning districts that meet the intent of the MUBST
AIP-PD	Mixed Use: AIP-PD	N/A	1.0	All AIP-PD zoning districts, as well as Commercial, Manufacturing, and Industrial zoning districts that meet the intent of the AIP-PD
NC	Neighborhood Commercial	8 - 15 du/ac	1.0	Neighborhood Commercial (CN)
CC	Community Commercial	15 - 28 du/ac	1.5	Community Commercial (C1);

				Heavy Commercial (C2)
HC	Highway Commercial	28 - 40 du/ac	1.0	Community Commercial (C1); Heavy Commercial (C2)
I	Industrial	Live Work: 20 du/ac	1.0	Industrial; Manufacturing; Agricultural Combining
P	Public	N/A	1.0	Public Facilities; Agricultural Combining; Open Space
REC	Recreational	N/A	N/A	Public Facilities; Agricultural Combining; Open Space
OS	Open Space	N/A	N/A	Public Facilities; Agricultural Combining; Open Space
AG	Agriculture	1 du/40 ac	N/A	Public Facilities; Agricultural Combining; Open Space



For parcels that fall within a designated Airport Compatibility Zone, refer to Chapter 3 of the UKIALUCP which lists restrictions for each land use within each Compatibility Zone related to height, density (both residential and non-residential), land use, noise, and open land.

Figure 2-1 2040 Land Use Diagram



LU-8.3 Infill Development

The City shall encourage population and employment growth toward infill development sites within the city. *(Source: New Policy)*

LU-8.4 Reuse of Underutilized Property

The City shall encourage property owners to revitalize or redevelop abandoned, obsolete, or underutilized properties to accommodate growth. *(Source: New Policy)*

LU-8.5 Historic Preservation

The City shall strive to preserve residential and commercial structures of historic value to the community. *(Source: New Policy)*

LU-8.6 Historic Resource Maintenance

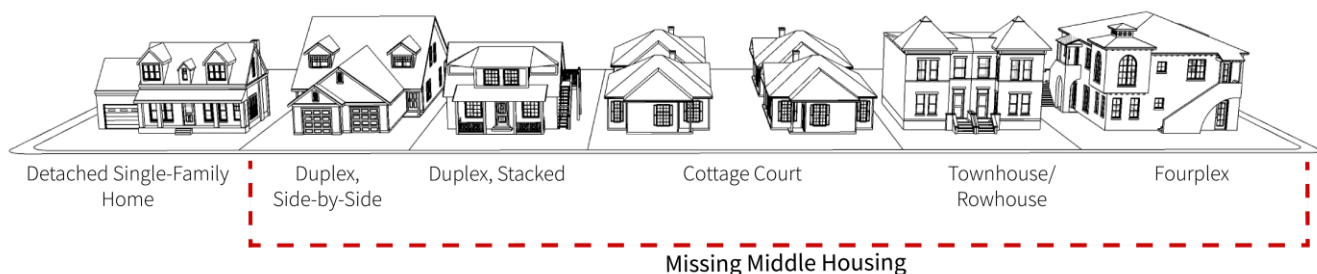
The City shall encourage property owners to maintain these structures in accordance with local, state and federal standards. *(Source: New Policy)*

2.4 Missing Middle Housing

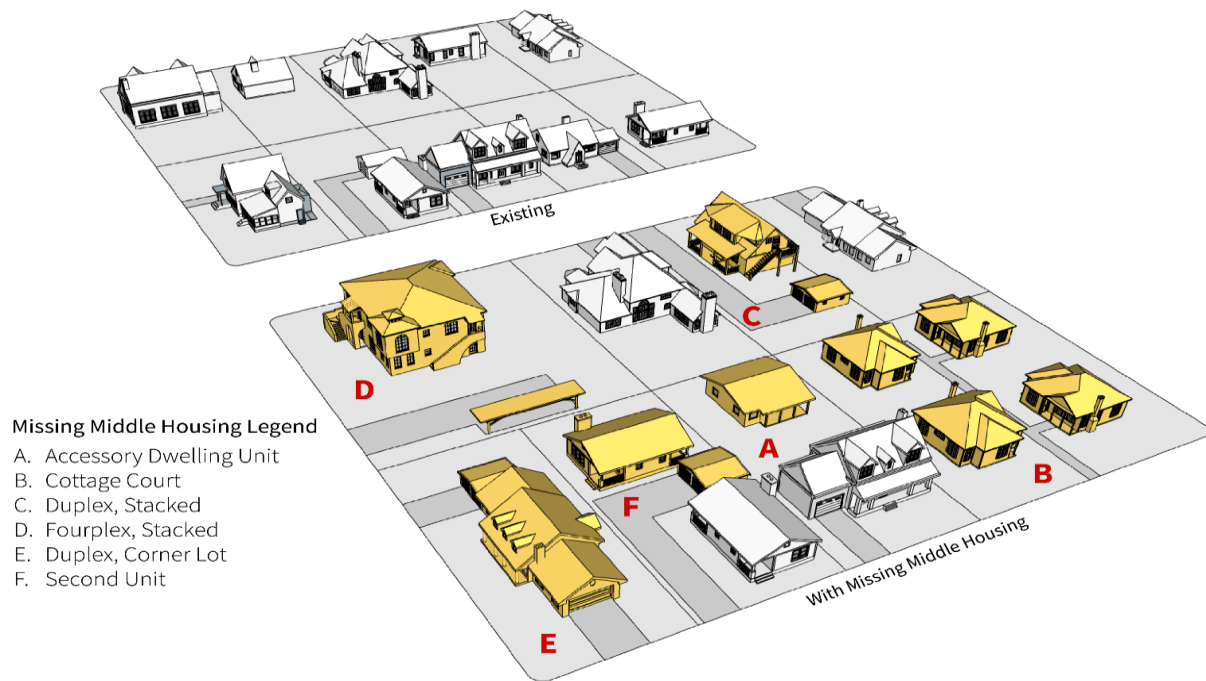
Meeting the Housing Needs of Ukiah

While housing and residential neighborhoods form the fabric that makes the City a cohesive community, finding a place to call home in Ukiah can sometimes be challenging. The City is not affordable for some prospective residents, and the range of housing types and sizes to accommodate varied households is limited. The domination of single-family neighborhoods and the trend towards building single-family homes geared toward higher-income earners has further contributed to the housing issues in the City.

These housing issues are not unique to Ukiah and are seen throughout many communities in California. The State of California has been working with communities to help meet the number and affordability of housing units needed in the State. As part of the Housing Element process, the State dictates the number of units, at a variety of income levels, for which each region must plan. For Ukiah, this covers the sixth cycle housing element which covers an eight-year cycle (2019-2027).



To address the diversity of housing needed in Ukiah and meet the requirements of State law, the City will look beyond the current process used to plan for housing. The Ukiah planning process has predominantly focused on detached single-family homes, leaving many priced out of the local housing market. To meet the diverse needs of the community, Ukiah, like other communities nationwide, intends to strive for communities that are a heterogeneous mix of housing types and price points. This housing, which lies between the low end of Medium Density Residential (MDR - 1-14 units/acre) and the high end of High Density Residential (HDR- 1-28 units/acre) is often referred to as “Missing Middle” housing and can include a mix of housing types including duplexes, triplexes,



fourplexes, cottage courts/clusters, and townhomes (illustrated below). Through design, these units are expected to be compatible in form and appearance with detached single-family homes.

As part of the 2040 General Plan, a goal, policies, and implementation programs are included to support the development of Missing Middle Housing within existing Ukiah neighborhoods. The image below illustrates this concept using a variety of Missing Middle Housing types. In the graphic below, the two blocks were laid out to be identical relative to lot lines and existing structures, with the dwelling units shaded in white being existing dwelling units in a variety of sizes, but all being single-family detached homes. The portion of the graphic on the bottom (labeled “With Missing Middle Housing”) shows that same block with future development. The white shaded structures are those current units remaining and the gold shaded structures are new Missing Middle Housing types. Some are in addition to existing structures (“A” and “F”), one is a replacement structure on an existing lot (“C”), and two show the consolidation of two lots to create one larger lot (“B” and “D”).

This illustration is designed to show potential ideas for how to incorporate a range of housing types and sizes into an existing neighborhood. In addition to different types, the Missing Middle Housing concepts would also support the production of a variety of unit sizes in the 500 to 1,000 square-foot range.

Senate Bill 9 and Development Implications

To continue to stimulate housing, specifically Missing Middle Housing, and remove barriers by local government for expedited housing production, the State enacted Senate Bill 9 (SB 9). SB 9 creates a ministerial approval process for lot splits and duplex construction on parcels zoned for single-family uses, if the project meets specified requirements. Duplex construction or lot splits cannot demolish deed-restricted affordable housing or housing occupied by tenants in the past three years or occur in an historic district. Local governments may impose objective standards, unless they preclude the construction of two units or a lot split. Local agencies may require up to one parking space per unit, unless the parcel is within a half mile of a major transit stop or high-quality transit corridor (similar to ADU requirements).

Housing created pursuant to these provisions cannot be rented for terms shorter than 30 days (no vacation rentals). Applicants for lot splits must sign an affidavit declaring their intent to occupy one of the lots for at least three years, unless the applicant is a community land trust or nonprofit. Local agencies may deny an application for a duplex or lot split if it makes written findings of an adverse impact on public health, safety, or the physical environment. Local governments must identify units constructed pursuant to these provisions in their housing element Annual Progress Report.

Goals and Policies

LU-9 *To provide opportunities for housing that can accommodate the needs, preferences, and financial capabilities of current and future residents in terms of different housing types, tenures, density, sizes, and costs. (Source: New Goal)*

LU-9.1 **Mixed Residential Neighborhoods**

The City shall encourage creation of mixed residential neighborhoods through new and innovative housing types that meet the changing needs of Ukiah households and expand housing choices in all neighborhoods. These housing types include, but are not limited to, single dwelling units, multi-family dwelling units, accessory dwelling units, small and micro units, use of pre-fabricated homes, and clustered housing/cottage housing. (Source: New Policy)

LU-9.2 **Housing Types and Designs**

The City shall support housing types and designs that increase density while remaining consistent with the building scale and character present in existing neighborhoods. This includes multi-family units or clustered residential buildings that provide relatively smaller, less expensive units within existing neighborhoods. (Source: New Policy)

LU-9.3 **Adaptation of Existing Residential Units**

The City shall encourage the adaptation of existing residential units to support multi-family use. (Source: New Policy)

DRAFT RESOLUTION NUMBER PC 2024-01

CITY OF UKIAH
 SEPTEMBER 25, 2024
 "MISSING MIDDLE ORDINANCE"

RESOLUTION OF THE PLANNING COMMISSION,
 CITY OF UKIAH, STATE OF CALIFORNIA,
 PROVIDING A REPORT AND RECOMMENDATION
 TO THE UKIAH CITY COUNCIL REGARDING THE
 PROPOSED ADOPTION OF AMENDMENTS TO
 DIVISION 9, CHAPTER 3 OF UKIAH CITY CODE

WHEREAS, on December 7, 2022, the Ukiah City Council adopted Resolution No. 2022-79 certifying the Environmental Impact Report for the City of Ukiah 2040 General Plan (State Clearinghouse No. 2022050556) (the "General Plan EIR"), which analyzed the environmental impacts of the adoption of the City's General Plan, and adopted a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations; and

WHEREAS, the City may adopt ordinances that regulate the use of land pursuant to Government Code Section 65850; and

WHEREAS, in 2023, the City of Ukiah Community Development Department (the "Department") initiated a process to revise and update the R1, R2, & R3 zoning districts of the of Ukiah City Code apprising the City of Ukiah Planning Commission and City Council during annual housing updates and informational sessions; and

WHEREAS, the Department is proposing a comprehensive update of its residential zoning district to incorporate changes consistent with Ukiah 2040 General Plan's density-related analysis and housing goals, such as reduced setback, parking and lot-size requirements; allowing a greater variety of housing types, such as 'Dwelling Groups' for which a stand-alone Article will be drafted; allowing limited commercial uses on a discretionary basis, as well as minor consistency updates and procedural clarifications to address known consistency. Staff will also incorporate guidelines regarding California Senate Bill 9 (2021) enacted by Government Code Section §65852.21 and §66411.7 into Article 3; and

WHEREAS, the Articles of the Ukiah Code proposed for amendment or inclusion are attached to this resolution as Exhibit A and incorporated herein by this reference (the "Missing Middle Ordinance"), which show the changes to the various chapters in redline and strikethrough, or indicate that articles are new or being edited; and

WHEREAS, the City of Ukiah's Land Use Element includes goals, policies, and implementation programs to support the development of 'Missing Middle Housing' within existing Ukiah neighborhoods. As conveyed, the City recognizes the growing need for diverse housing options that cater to a wide range of income levels, including housing types, such as duplexes, triplexes, and townhomes, to address the housing affordability crisis; and

WHEREAS, encouraging the development of missing middle housing and more proximate commercial development, supports the City's goal of increasing residential density in existing neighborhoods, promoting more efficient land use, and reducing the environmental impacts associated with sprawl; and

WHEREAS, the adoption of the Missing Middle Ordinance aligns with the City's commitment to inclusive growth and housing equity by providing opportunities for both homeownership and affordable rental units in walkable, transit-friendly areas; and

WHEREAS, the statutory exemption set forth in Section 15183 of the California Environmental Quality Act Guidelines (Title 14, Cal. Code Regs., section 15000 et seq; "CEQA Guidelines") applies to this action because, for the reasons set forth in the Staff Report accompanying this Resolution, the Missing Middle Ordinance does not have the potential to cause a significant effect on the environment and is therefore not subject to CEQA, as the project is consistent with the City of Ukiah 2040 General Plan.

WHEREAS, in accordance with applicable provisions of law, the Planning Commission held a public hearing on September 25, 2024, at which time the Planning Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the Missing Middle Ordinance and all interested persons were given an opportunity to hear and be heard regarding the Missing Middle Ordinance; and

WHEREAS, the Planning Commission considered all of the information presented to it including the Staff Report, and public testimony presented in writing and at the public hearings; and

WHEREAS, the Planning Commission has had an opportunity to review this Resolution and finds that it accurately sets forth the intentions of the Planning Commission regarding the Missing Middle Ordinance.

NOW, THEREFORE BE IT RESOLVED that the City of Ukiah Planning Commission, based upon evidence in the record and oral and written testimony presented at public hearings, and all information contained in the record of proceedings related to the Missing Middle Ordinance, makes the following findings and recommendations:

1. The above recitals are true and correct, and incorporated herein by this reference.
2. The proposed changes of the Missing Middle Ordinance are consistent with the City of Ukiah 2040 General Plan. Pursuant to Government Code Section 65860, a zoning ordinance is consistent with a general plan if the City has adopted a plan and the various land uses authorized by the ordinance are compatible with the objectives, policies, general land uses and programs specified in the plan. None of the zoning district articles being modified affect the conformity with the 2040 General Plan, and the addition of components related to SB 9, creates additional conformance with State Law.
3. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA). As the proposed Missing Middle Ordinance is consistent with the Ukiah 2040 General Plan, the project relies upon the General Plan EIR and is consistent with CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).
4. That the City Council find that the adoption of an ordinance adopting the Missing Middle Code Update is consistent with the City of Ukiah 2040 General Plan.
5. That the City Council adopt an ordinance making the changes shown in the Missing Middle Code Update, as shown in the attached Exhibit A.

BE IT FURTHER RESOLVED that the Planning Commission designates the City Clerk as the custodian of the document and other materials that constitutes the record of proceedings upon which the Planning Commission decision herein is based. These documents may be found at the office of the City of Ukiah Department of Community Development, 300 Seminary Avenue, Ukiah, CA 95482.

I hereby certify that according to the Provisions of Government Code Section 25103 delivery of this document has been made.

ATTEST:

Stephanie Abba
Planning Commission Clerk

Craig Schlatter
Director, Community Development

Rick Johnson
Chair, Planning Commission

Enclosed: Exhibit A

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 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 ~~qualities of Ukiah's various neighborhoods~~~~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-four~~ thousand ~~five hundred~~ (64,500) to ten thousand (10,000) square feet in size. This district is consistent with the LDR (low density residential) ~~and RR (rural 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 (ADUs), as regulated by Article 5.3 of this Chapter.

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~~.

Duplex

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 ~~variance or associated~~ 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).

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

Low Barrier Navigation Center.

~~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 dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, and single-room occupancies (SRO) etc.) that comply with the design and development standards in Chapter 2, Article 5.2 of this division are permitted by right.

~~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.

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type. (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.

Cottage Dwelling Group, as regulated by Article 5.5 of this Chapter.

Mom and Pop Grocery Store.

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, single-room occupancies (SRO), etc.) 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, and require a Site Development Permit per Article 20 of this Chapter.

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) multi-family dwellings~~ and attached accessory dwelling units, a maximum height of thirty feet (30').
- B. For non-residential 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 exceed the primary residential dwelling unit. The heights of ADUs are subject to Article 5.3 of this Chapter.
- D. The height limits for both dwelling units and non-residential accessory structures may be exceeded with the securing of a variance. ~~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 four~~ thousand (~~46,500~~) net square feet, and the required lot width is ~~sixty forty~~ feet (~~460~~').
- B. Corner Lots: The required site area for corner lots in the R-1 zoning district is ~~six seven~~ thousand (~~76,000~~) net square feet, and the required lot width is ~~seventy sixty~~ feet (~~670~~').
- 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 less than does not already feature residential improvements. ~~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 maintain a balance between open spaces and the efficient use of land, 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-Ten~~ feet (~~150~~') for residences and accessory structures, ~~and twenty five feet (25') for garages.~~
- B. Sides: ~~Ten-Five~~ feet (~~105~~') for residences and ~~five feet (5') for~~ accessory structures.
- C. Rear: ~~Fifteen-Ten~~ feet (~~150~~') 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 yardsetback.
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.

5. Accessory Carports: May be established two feet (2') into any required setback. (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~~One (1) 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 & ALLOWANCES

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.

B. Effective January 1, 2022, Government Code § 65852.21 and § 66411.7 (enacted by Senate Bill 9, Statutes 2021) require local agencies to provide ministerial review, without discretion or hearing, of proposed two-unit housing developments and urban lot splits if the housing development or subdivision is within a single-family residential zone and a U.S. Census designated urbanized area or urban cluster and meets certain requirements. The purpose of this sub-section is to establish the applicability of Government Code § 65852.21 and § 66411.7.

1. Maximum Number of Units on a Parcel Created by an SB 9 Urban Lot Split (Government Code § 66411.7)

- a) No more than two dwelling units may be permitted on any lot created through an urban lot split.
- b) If a proposed SB 9 Urban Lot Split does not include a housing development at the time of the lot split, a note shall be recorded on the Parcel Map limiting future residential development to two dwelling units in accordance with this policy.
- c) If a proposed SB 9 Urban Lot Split requests to subdivide a vacant parcel, the owner occupancy period begins once a unit is finished and livable.

2. Maximum Number of Units on a Lot Not Created by an SB 9 Urban Lot Split (Government Code § 66411.7)

1. Up to two primary dwelling units, including existing dwelling units on a parcel and units created pursuant to Government Code § 65852.21 may be permitted.

C, Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-1 district must comply with the more restrictive standards identified by Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning. (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 Community Development 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 Community Development 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 Community Development 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 4. REGULATIONS IN MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICTS¹

SECTION:

- §9030 Purpose ~~And &~~ Intent
- §9031 Allowed Uses
- §9032 Permitted Uses
- §9033 Building Height Limits
- §9034 Required Site Area
- §9035 Required Yard Setbacks
- §9036 Required Parking
- §9037 Additional Requirements
- §9038 Determination ~~Of of~~ Appropriate Use

§9030 PURPOSE AND INTENT

The Medium Density Residential Zoning District is intended to provide land area and opportunities for a range of densities and a variety of housing types, including single-family and multiple-family residential development, and townhomes. ~~The maximum density is one to fifteen (15) dwelling units per acre of land.~~ The R-2 district is also intended to provide for a compatible mix of medium density residential, educational, religious, quasi-medical, and small professional office land uses. The R-2 zoning district is consistent with the MDR (medium density residential) general plan land use designation. (Ord. 1001, §1, adopted 1998; Ord. 1189, §1, adopted 2018; Ord. 1216, §2, adopted 2021)

§9031 ALLOWED USES

The following uses are allowed in Medium Density Residential (R-2) Districts:

Accessory buildings and accessory uses.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

Community care facility, which provides service for six (6) or fewer persons. ~~(maximum clients—six (6)).~~

Duplex

Home occupations (as defined in section 9278 of this code).

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

Low Barrier Navigation Center.

Single-family dwellings, including manufactured/modular homes, ~~transitional housing, and supportive housing.~~ ~~Manufactured/modular homes shall comply with the additional development standards set forth in section 9037 of this Code.~~

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling groups, and single-room occupancies (SRO), etc.) ~~Multiple family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartment houses, transitional housing, supportive housing, single room occupancies (SROs), and rooming or boarding houses). Multiple family dwellings~~ that comply with the design and development standards in Chapter 2, Article 5.2 of this division are permitted by right.

Small and large family child daycare homes.

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type (Ord. 1001, §1, adopted 1998; Ord. 1047, §1, adopted 2003; Ord. 1205, §6, adopted 2020; Ord. 1216, §2, adopted 2021)

§9032 PERMITTED USES

The following uses may be permitted in Medium Density Residential (R-2) Zoning Districts subject to first securing a use permit:

Accredited public or private schools.

Bed and breakfast establishments.

Churches, chapels, and other places of religious assembly.

Community care facility for more than six (6) persons, but not more than twelve (12) persons.

Dwelling groups that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and require a Site Development Permit per Article 20 of this Chapter.

Mom and Pop Grocery Store

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling groups, single-room occupancies (SRO), etc.) that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and require a Site Development Permit per Article 20 of this Chapter. Multiple-family dwellings that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division.

Outdoor sales establishment.

Parks, community gardens, and playgrounds.

Professional office ~~converted from a single family residence.~~

Rest homes, convalescent services, and other residential medical facilities.

~~Single family dwelling on a three thousand (3,000) square foot lot (one side zero lot line and one side five foot (5') setback; provided, that zero lot lines are contiguous).~~

Social halls, lodges, public buildings, and places of temporary public assembly.

Temporary uses meeting the purpose and intent of the R-2 zoning district. The temporary use shall be for a maximum period of six (6) months, and shall be subject to permit renewal/time extension at the discretion of the Community Development Planning Director. (Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)

§9033 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in Medium Density Residential (R-2) Districts:

A. For main buildings a maximum height of thirty-five feet (35').

B. For non-residential 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 main buildings and accessory structures may be exceeded with the securing of a ~~use-permit~~ Variance.

D. The heights of ADUs are subject to Article 5.3 of this Chapter.-(Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)

§9034 REQUIRED SITE AREA

In Medium Density Residential (R-2) Districts there is no required building site area. (Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)

§9035 REQUIRED YARD SETBACKS

In Medium Density Residential (R-2) Districts, yards shall be required in the following minimum widths, as measured from the street right-of-way:

A. Front:

~~1. Single Family Dwellings: Fifteen feet (15') for primary and accessory structures, and twenty five feet (25') for garages.~~

~~2. Multiple Family Dwellings: Ten feet (10') for multiple family primary and accessory structures, and twenty five feet (25') for garages.~~

B. Sides:

~~1. Single Family Dwellings: Ten feet (10'), except as provided in section 9032 of this code.~~

~~2. Multiple Family Dwellings: Five feet (5'), for multiple family dwellings~~ except for those ~~multiple family~~ projects that comply with all the design and development standards set forth in Chapter 2, Article 5.2 of this division.

C. Rear:

~~1. Single Family Dwellings: Ten feet (10').~~

~~2. Multiple Family Dwellings, Single-story: Ten feet (10').~~

~~3. Multiple Family Dwellings, Multi-Story: Fifteen feet (15').~~

~~Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply.~~

D. Corner Lots: On corner lots, there shall be a front setback line of ten feet (10') on each street side of a corner lot.

E. Special Yards And Distances Between Buildings: Minimum widths shall be as follows:

~~1. 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 distance between any structures in any dwelling group shall be a minimum of ten feet (10') for single story and multi story structures.~~

~~2. Any side yard providing vehicular access to single row dwelling groups shall have a minimum width of twenty feet (20') for one way access and twenty five feet (25') for dual access.~~

~~3. Any inner court providing vehicular access to double row dwelling groups shall have a minimum width of twenty feet (20'), and a minimum width of twenty four feet (24') if bordered by parking stalls. (Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)~~

§9036 REQUIRED PARKING

A. The minimum parking area required in Medium Density Residential (R-2) Districts is as follows:

1. Single-Family Dwelling: ~~Two~~ One (1) on-site parking spaces per unit.

2. Duplex: One ~~and one half (1.5)~~ on-site parking spaces per unit.

3. Multiple-Family Dwelling: One (1) on-site parking space per unit.

4. 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 off-street parking space or garage space for multiple-family residential uses shall be a minimum of nine feet (9') in width and nineteen feet (19') in depth. Thirty percent (30%) of the parking stalls in a parking lot with ten (10) or more stalls shall be compact sized (eight feet (8') in width and sixteen feet (16') in length).

C. Each required off-street parking space or garage space for multiple-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.

E. Relief from the parking requirements in the R-2 zoning district may be approved through the discretionary review process, provided a finding is made that a reduced number of spaces would not adversely impact the health, safety, or general welfare of the public. (Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)

§9037 ADDITIONAL REQUIREMENTS

A. A site development permit is required for development of more than a single duplex. However, multiple-family residential projects described in section 9031 of this code that are in compliance with the design and development standards set forth in Chapter 2, Article 5.2 of this division are exempt from this requirement.

B. Manufactured homes certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC section 5401 et seq.) are allowed 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 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.

C. All development projects that are not multiple-family residential projects, or that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:

- a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Drought resistant and native plants shall constitute the majority of the plantings selected. Native species are strongly encouraged.

- b. Deciduous trees shall constitute the majority of the trees proposed along the south and west building exposures; non-deciduous street species shall be restricted to areas that do not inhibit solar access.

- c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.

- d. Parking lots shall have a perimeter planting strip ~~with both~~ featuring drought resistant trees and shrubs.

e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right-of-way if the location is approved by the City Engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel unless, based upon the small size of a parcel, it would be unreasonable and illogical. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for residential development projects shall be adequately maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The [Community Development Planning](#) Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

D. Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-2 district must adhere to the more restrictive criteria identified by Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning (Ord. 1001, §1, adopted 1998; Ord. 1168, §3, adopted 2016; Ord. 1216, §2, adopted 2021).

§9038 DETERMINATION OF APPROPRIATE USE

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-2 Zoning District, the [Community Development Planning](#) Director shall determine whether the use is appropriate for the Zoning District, either as of right or subject to a use permit. In making this determination, the [Community Development Planning](#) Director shall find as follows:

A. That the use would not be incompatible with other existing or allowed uses in the R-2 Zoning District;

B. That the use would not be detrimental to the continuing residential development of the area in which the use would be located; and

C. That the use would be in harmony and consistent with the purpose of the R-2 Zoning District.

D. 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 [Community Development Planning](#) Director shall find that the proposed use is similar in nature and intensity to the uses listed as allowed uses. (Ord. 1001, §1, adopted 1998)

¹ Ord. 793, §2, adopted 1982; rep. by Ord. 1001, §1, adopted 1998.

ARTICLE 5. REGULATIONS IN HIGH DENSITY RESIDENTIAL (R-3) DISTRICT¹

SECTION:

- §9045 Purpose ~~And &~~ Intent
- §9046 Allowed Uses
- §9047 Permitted Uses
- §9048 Building Height Limits
- §9049 Required Site Area ~~For Mobile Home Parks~~
- §9050 Required Yard Setbacks
- §9051 Required Parking
- §9052 Additional Requirements
- §9053 Determination ~~Of of~~ Appropriate Use

§9045 PURPOSE AND INTENT

The purpose of the R-3 zoning district is to implement the general plan policies for high density residential areas as a transition zone between low and medium density residential and commercial land uses with the emphasis upon residential uses. It is intended to provide opportunities for a mix of multiple-family residential development and low intensity commercial land uses. The R-3 zoning district is consistent with the HDR (high density residential) general plan land use designation. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)

§9046 ALLOWED USES

The following uses are allowed in High Density Residential (R-3) Districts:

Accessory buildings and accessory uses. This shall not be construed as permitting any business use or occupation other than those specifically listed herein.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

Community care facility, which provides service for six (6) or fewer persons, ~~with the residents and operators of the facility being considered a family.~~

Duplex

Home occupations (as defined in section 9278 of this chapter).

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

Low Barrier Navigation Center.

~~Public or private parking lots for automobiles, when the property is adjacent to any C N, C 1, or C 2 district, or if required to accompany any new land use.~~

Single-family dwellings, including manufactured/modular homes, transitional housing, and supportive housing. Manufactured/modular homes shall comply with the additional development standards in section 9052 of this code.

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, and single-room occupancies (SRO), etc.s) ~~Multiple family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartments, transitional housing, supportive housing, single room occupancies (SROs), and rooming or boarding houses). Multiple family dwellings~~ that comply with the design and development standards in Chapter 2, Article 5.2 of this division are permitted by right.

Small and large family daycare homes.

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type (Ord. 1001, §1, adopted 1998; Ord. 1047, §1, adopted 2003; Ord. 1205, §7, adopted 2020; Ord. 1216, §3, adopted 2021)

§9047 PERMITTED USES

The following uses may be permitted in High Density Residential (R-3) Districts subject to first securing a use permit:

Barbershops, beauty shops.

Churches, chapels, and other places of religious assembly.

Coin-operated laundromat.

Dwelling groups, as regulated by Article 5.5 of this Chapter.

Florist.

Hotels, motels, and bed and breakfast establishments.

Mobile home parks.

~~"Mom and pPop" convenience~~ grocery stores, delicatessens, bakeries, and coffee shops.

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, single-room occupancies (SRO), etc.) that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and require a Site Development Permit per Article 20 of this Chapter
~~Multiple-family dwellings that do not comply with the design and development standards in Chapter 2, Article 5.2 of this division.~~

Nursery schools.

Parks, community gardens, and playgrounds.

Professional offices.

Public buildings.

Public or private parking lots for automobiles

Rest homes, hospitals, pharmacies, and community care facilities serving more than six (6) persons, but not more than twelve (12) persons.

Video rentals/sales. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)

§9048 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in High Density Residential (R-3) Districts:

A. For main buildings a maximum height of fifty feet (50'), unless abutting an R-1 or R-2 lot in which case a maximum height of thirty-five feet (35').

B. For accessory buildings, a maximum height of thirty feet (30') or the maximum height of the main building whichever is less. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)

§9049 REQUIRED SITE AREA FOR MOBILE HOME PARKS

A. In High Density Residential (R-3) Districts there is no required building site area.

~~B. The required building site area for each mobile home park shall be a minimum of two (2) acres. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)~~

§9050 REQUIRED YARD SETBACKS

In High Density Residential (R-3) Districts, yards shall be required in the following minimum widths, except as provided in section 9032 of this code:

A. Front:

~~1. Single Family Dwellings: Fifteen feet (15') for dwellings and accessory structures, and twenty five feet (25') for garages.~~

~~2. Multiple Family Dwellings: Ten feet (10') for multiple-family dwellings, and accessory structures, and twenty five feet (25') for garages.~~

B. Sides: Five feet (5'), except for those multiple-family dwelling projects that comply with all the design and development standards in Chapter 2, Article 5.2 of this division.

C. Rear:

~~1. Single Family Dwellings: Ten feet (10').~~

~~2. Multiple Family Dwellings, Single Story: Ten feet (10').~~

~~3. Multiple Family Dwellings, Multi Story: Fifteen feet (15').~~

D. Corner Lots: On corner lots, there shall be a front setback line of ten feet (10') on each side of the property facing a street.

~~Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply.~~

E. Special Yards and Distances Between Buildings: Minimum widths shall be as follows:

~~1. The distance between any structures in any dwelling group shall be a minimum of ten feet (10').~~

~~2. Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply. Any side yard providing vehicular access to single row dwelling groups shall have a minimum width of twenty feet (20') for one way access and twenty five feet (25') for dual access.~~

~~3. Any inner court providing vehicular access to double row dwelling groups shall have a minimum width of twenty feet (20'), and a minimum width of twenty four feet (24') if bordered by parking stalls. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)~~

§9051 REQUIRED PARKING

A. The minimum parking area required in High Density Residential (R-3) Districts is as follows:

1. Single-Family Dwelling: ~~Two~~ One (1) on-site parking spaces per unit.

2. Duplex: One ~~and one half~~ (1.5) on-site parking spaces per unit.

3. Multiple-Family Dwelling: One (1) on-site parking space per unit.

4. 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 off-street parking space or garage space for multiple-family residential uses shall be a minimum of nine feet (9') in width and nineteen feet (19') in depth. Thirty percent (30%) of the parking stalls in a parking lot with ten (10) or more stalls shall be compact sized (eight feet (8') in width and sixteen feet (16') in length).

C. Each required off-street parking space or garage space for multiple-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.

E. Relief from the parking requirements in the R-3 zoning district may be approved through the discretionary review process, provided a finding is made that a reduced number of spaces would not adversely impact the health, safety, and general welfare of the public. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)

§9052 ADDITIONAL REQUIREMENTS

~~A. All new construction, exterior modifications to existing buildings or on-site work shall require a site development permit pursuant to subsection 9261B of this code, excluding multiple-family residential projects, as described in section 9046 of this code, that comply with the design and development standards in Chapter 2, Article 5.2 of this division.~~

BA. Manufactured homes certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC section 5401 et seq.) are allowed 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 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.

CB All development projects that are not multiple-family residential projects, or do not comply with the design and development standards in Chapter 2, Article 5.2 of this division, and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:

- a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Drought resistant and native plants shall constitute the majority of the plantings selected. Native species are strongly encouraged.
- b. Deciduous trees shall constitute fifty-one percent (51%) of the trees proposed along the south and west building exposures; non-deciduous street species shall be restricted to areas that do not inhibit solar access.
- c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.
- d. Parking lots shall have a perimeter planting strip with both featuring drought resistant trees and shrubs.
- e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities of no less than three feet (3') in width within landscaped areas and/or separated from

automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right-of-way if the location is approved by the City Engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel, unless based upon the small size of a parcel as determined by the Planning Director. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for commercial development projects shall be maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The Community Development Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

C. Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-3 district must adhere to the more restrictive criteria identified by Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning (Ord. 1001, §1, adopted 1998; Ord. 1168, §3, adopted 2016; Ord. 1216, §3, adopted 2021)

§9053 DETERMINATION OF APPROPRIATE USE

Whenever a use is not listed in this Article as a use permitted as of right or a use subject to a use permit in the R-3 Zoning District, the Community Development Planning Director shall determine whether the use is appropriate for the Zoning District, either as of right or subject to a use permit. In making this determination, the Community Development Planning Director shall find as follows:

A. That the use would not be incompatible with other existing or allowed uses in the R-3 Zoning District;

B. That the use would not be detrimental to the continuing residential development of the area in which the use would be located; and

C. That the use would be in harmony and consistent with the purpose of the R-3 Zoning District.

D. 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 Community Development Planning Director shall find that the proposed use is similar in nature and intensity to the uses listed as allowed uses. (Ord. 1001, §1, adopted 1998)

¹ Ord. 793, §2, adopted 1982; Ord. 817, §1, adopted 1983; Ord. 827, §1, adopted 1984; rep. by Ord. 1001, §1, adopted 1998.

PROPOSED - ARTICLE 5.5 REGULATIONS FOR DWELLING GROUPS

SECTION:

§9058 Purpose

§9058.1 Applicability

§9058.2 Permit Requirements

§9058 PURPOSE

This Article implements the provisions of the General Plan Housing Element that encourage new types of housing that meet a wide variety of needs and encourage infill projects on underutilized urban land. As defined, ‘Dwelling Groups’ is a group of three or more single-family residences or two or more detached duplex buildings, apartments, condominiums, and occupying a parcel of land in the same ownership and having any yard or court in common.

Cottage dwelling groups are a type of infill development intended to provide small-scale, clustered housing units that are comparable in scale and intensity to single-family residential use, thereby minimizing the impact on adjacent low-density residential uses.

§9058.1 APPLICABILITY

This section applies to dwelling groups where allowed or permitted.

1. Dwelling groups are considered a form of multi-family housing. Within the R2 (Medium Density Residential) and R3 (High Density Residential) Zoning Districts, Dwelling Groups are an allowed use if adhering to Article 5.2 (Objective Design and Development Standards for New Residential Construction).
2. Dwelling groups must meet the development criteria of the base zone.
3. Cottage dwelling groups are permitted in the R1 (Low Density Residential) Zoning District. Cottage dwelling groups must meet the development criteria of the base zone, as well as the additional standards and exceptions outlined below.
 - a. Cottage dwelling groups may not be located on any parcel already containing an accessory dwelling unit, junior accessory dwelling unit, or developed with a duplex, triplex, apartment, or condominium. A parcel containing a single-family residence may be developed as a cottage dwelling group only if the single-family residence is included in the total floor area allowance below.
 - b. Occupancy. Dwelling groups may not be rented on a transient basis (periods less than thirty (30) days).
 - c. Siting Requirements.
 - i. Airport Compatibility. The proposed site shall not be located on any parcel that features airport compatibility Zones 1 (Runway Protection Zone), 2 (Inner Approach/Departure Zone), 3 (Inner Turning Zone) or 5 (Sideline Zone).
 - ii. Minimum parcel size. The minimum parcel size shall be nine thousand (9,000) square feet.
 - iii. Setbacks. Cottage housing developments shall meet the required front and side yard setbacks of the base zone. Rear yard setbacks shall be a minimum of ten feet (10').
 - d. Parking. One (1) reserved space per unit, and (1) guest parking space for every 3 units or portion thereof.
 - e. Accessory structures that serve on-site users and are subordinate in use and scale to the cottages (e.g. accessory storage, garages, etc.) are allowed subject to setback requirements for accessory structures.

- f. Design and Development Standards. Cottage housing developments shall be subject to design review and site plan approval and meet the following additional standards and exceptions:
 - i. Density. On parcels that meet the minimum parcel size, the maximum density shall be one (1) cottage per every two thousand five hundred (2,500) square feet of lot area. When calculating the number of units allowed, fractional units shall be rounded down to the nearest whole number.
 - ii. Size. The total building square footage shall not exceed two thousand seven hundred (2,700) square feet, unless other sizes are allowed by approval of a use permit.
- g. Site Layout.
 - i. Common Open Space. Common open space shall be one (1) or more areas that are designed and maintained for recreation, gardening, and similar activities open to all residents. Common open space shall total at least two hundred (200) square feet per unit, of which up to sixty (60) square feet may be private.
 - 1. Cottages should generally be no more than twenty-five feet (25') from the common open area, measured from the facade of the cottage to the nearest delineation of the common open area.
 - 2. Orientation. Dwelling units shall be clustered around common open space that is not separated with fencing. Each unit shall have a primary entry and covered porch, generally oriented towards the common open space. Front porches are encouraged.

§9058.2 PERMIT REQUIREMENTS

All cottage housing developments are subject to a Use Permit within the R1 zoning district. A Site Development Permit is required for any 'Dwelling Group' in the R2 and R3 zoning districts that does not comply with the design and development standards as required by Chapter 2, Article 5.2.

ARTICLE 21: DEFINITIONS

SECTION:

- §9275 Purpose
- §9276 Application
- §9277 Terminology
- §9278 Definitions

§9278 DEFINITIONS

A. Any words or phrases not defined within this article shall be defined as set forth in current dictionaries. If no dictionary defines a particular term, the **Community Development City Planning** Director shall have the authority to define the term or equate it to a defined term that is similar in nature.

B. For purposes of this article, the words and phrases set out herein shall have the following meanings

Dwelling Group, Cottage: A form of 'Dwelling Group' that features smaller units with shared parking and common open areas within existing low- and medium-density urban residential neighborhoods.

Duplex - Stacked: A small (2 to 2.5-story), detached structure that consists of two dwelling units arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house

Duplex – Side-by-Side: A small (1 to 2-story), detached structure that consists of two dwelling units arranged side-by-side, each with an entry from the street.

Townhouse: A small-to medium-sized attached structure that consists of 2 to 16 multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard. The street façades have entrances and avoid garages.



**Draft Findings of Consistency:
Missing Middle Ordinance
CEQA Section 15183 Statutory Exemption
September 13, 2024**

SCH No: XXXXXXXXXXXX

Prepared by:

**City of Ukiah
Community Development Department
Planning Division
300 Seminary Avenue, Ukiah, CA 95482
www.cityofukiah.com/community-development/planning-services/**

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I. PROJECT INFORMATION

Project Title: Missing Middle Ordinance
Lead Agency Address and Phone Number: City of Ukiah Community Development Department 300 Seminary Avenue Ukiah, California 95482
CEQA Contact Person and Phone Number: Katherine Schaefer, Planning Manager City of Ukiah, Community Development Department (707) 463-6203 KSchaefer@cityofukiah.com
Applicant: City of Ukiah
Property Owner: City of Ukiah
Project Location: City-wide within the R1, R2, and R3 zoning districts
General Plan Designation: Low Density Residential (LDR), Medium Density Residential (MDR), High Density Residential (HDR)
Zoning Designation: Low Density Residential (R1), Medium Density Residential (R2), High Density Residential (R3)

II. INTRODUCTION

1. Purpose of the 15183 Findings of Consistency

California Public Resources Code section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183 provide an exemption from additional environmental review for projects that are consistent with the development density established by existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.

Section 15183 specifies that examination of environmental effects shall be limited to those effects that:

- (1) Are peculiar to the project or the parcel on which the project would be located, and were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent,
- (2) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
- (3) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

Section 15183(c) further specifies that if an impact is not peculiar to the parcel or to the proposed project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for that project solely on the basis of that impact.

2. Ukiah 2040 General Plan EIR

The Ukiah 2040 General Plan and its associated EIR (SCH# 2022050556) were certified in December 2022. Ukiah 2040 designates land uses defining the type and amount of development that can occur throughout the City and proposed annexation areas through the planning horizon year of 2040 (over approximately 18 years). Ukiah 2040 also includes increased residential densities (number of units) and building intensities (floor area ratio [FAR]) for certain land use designations compared to the existing density and intensity thresholds. Development projections for the project were determined by analyzing vacant and underutilized parcels with the buildout capacity potential that is allowed under the applicable updated land use designations, the incorporation of annexation areas being pursued by the City of Ukiah, and the development of mixed-use designated areas anticipated under Ukiah 2040. Based on the potential land use changes, the project has a maximum buildout potential of an additional 2,350 housing units and an additional 4,514,820 square feet of non-residential use. Overall, Ukiah 2040 would promote infill development; the redevelopment of abandoned, obsolete, or underutilized properties; and the adaptation of existing residential units to support multi-family use. (City of Ukiah, 2022)

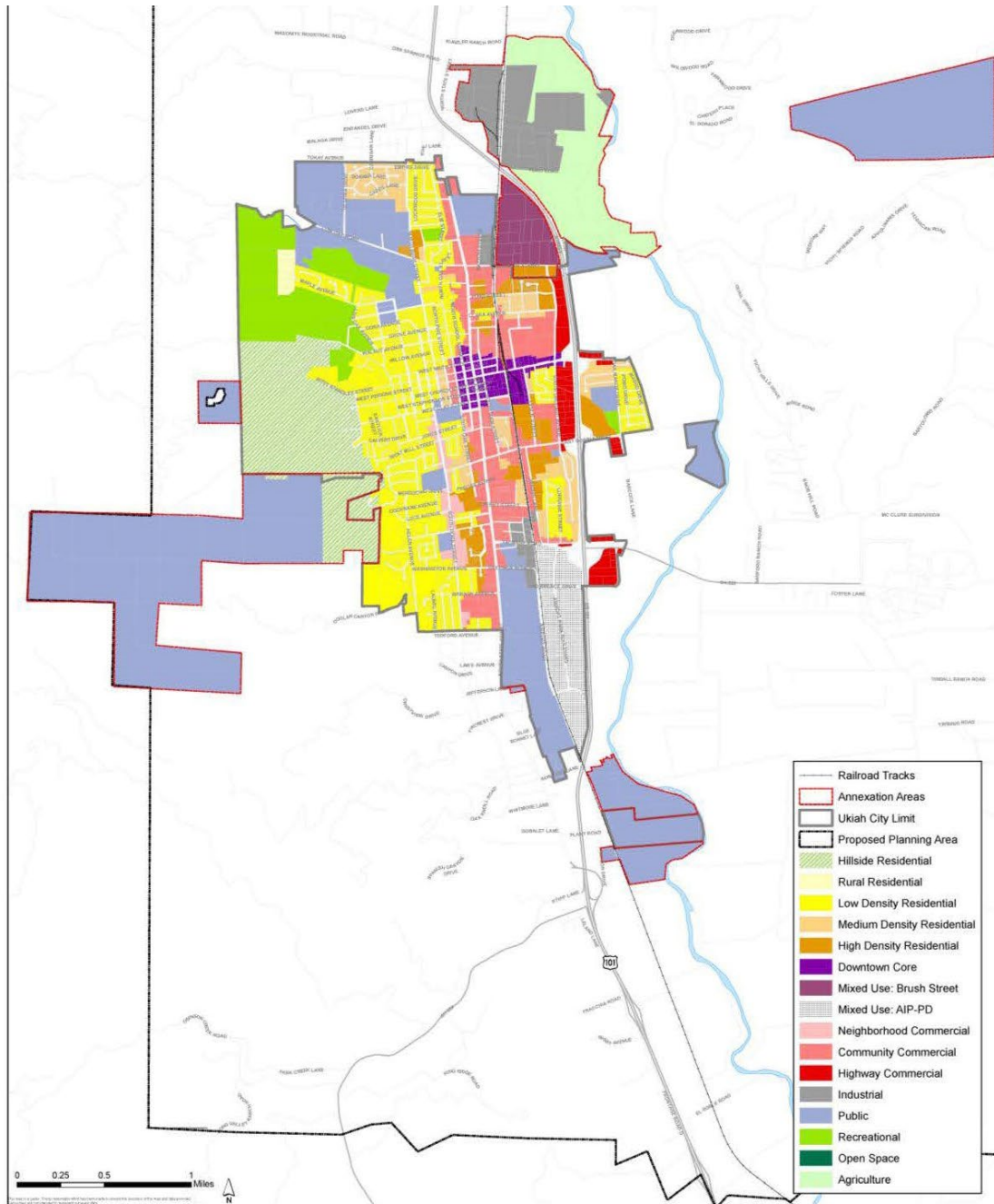
The Ukiah 2040 General Plan EIR comprehensively evaluated environmental impacts that would result from the General Plan's implementation, including information related to existing site conditions, analyses of the types and magnitude of project-level and cumulative environmental impacts, and feasible mitigation measures that could reduce or avoid environmental impacts.

III. PROJECT BACKGROUND

1. Project Location

The Missing Middle Ordinance (Heretofore known as the “Project”) includes zoning changes affecting low, medium and high density (R1-R3) zoned properties within the City of Ukiah limits. See Exhibit 1, Land Use Map.

EXHIBIT 1: City of Ukiah – Land Use Map



2. Environmental Setting

The City of Ukiah includes approximately 4.72 square miles. It serves as the County Seat of Mendocino County, as well as the county's commercial hub. Predominant land uses in the City include single family residential, multi-family residential, and commercial uses ranging from local commercial to service commercial, as well manufacturing, industrial and public facilities. Further west is undeveloped open space, and steep, densely vegetated areas interspersed with rural residential lots within the Western Hills and Mendocino County's jurisdiction.

The City of Ukiah sits in the Ukiah Valley in central Mendocino County, with elevations varying from approximately 600-feet above mean sea level up to approximately 3,000 feet in the hills surrounding the city. Ukiah is located along the Highway 101 corridor and near the east/west intersection of Highway 20, two hours north of the Golden Gate Bridge. The City of Ukiah is situated within the Coast Range geologic province. The North Coast Range is comprised of a geologic feature unique to California, the Franciscan Formation, which dictates the vegetative communities. The Franciscan Formation is comprised of serpentine, sandstone, and other sedimentary rocks. This area is characterized by a Mediterranean climate; the winters are cool and wet, and the summers are hot and dry. Annual temperatures for this region range from about 30 to 100 degrees Fahrenheit. The Ukiah Valley is located approximately 30 miles east and inland from the Pacific Ocean. It runs north-south for approximately nine miles, with a maximum width of three miles. The Russian River enters the valley at the north end and runs south along the valley floor.

3. Background

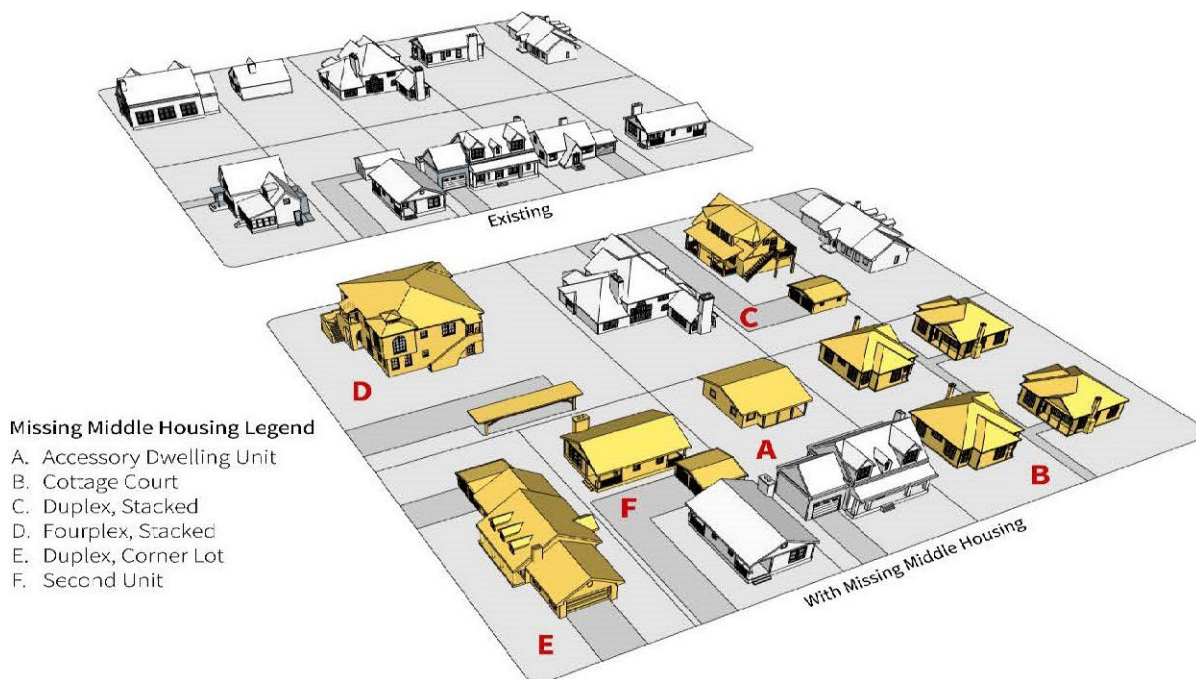
Ukiah 2040 General Plan

The Project is proposed to carry out the vision of incorporating 'Missing Middle Housing' found within the Ukiah 2040 General Plan. While housing and residential neighborhoods form the fabric that makes the City of Ukiah a cohesive community, finding a place to call home can sometimes be challenging. The City is not affordable for some prospective residents, and the range of housing types and sizes to accommodate varied households is limited. The domination of single-family neighborhoods and the trend towards building single-family homes geared toward higher-income earners has further contributed to the housing issues in the City. The State of California has been working with communities to help meet the number and affordability of housing units needed in the State. As part of the Housing Element process, the State dictates the number of units, at a variety of income levels, for which each region must plan. This process has analyzed the City of Ukiah's capacity for additional housing at 239 units, with 161 earmarked for very-low and low-income and 165 for moderate and above-moderate. To address the diversity of housing needed in Ukiah and meet the requirements of State law, the City of Ukiah strives for communities that are a heterogenous mix of housing types and price points. This housing, which lies between the low end of Medium Density Residential (MDR – 1-14 units/acre) and the high end of High Density Residential (HDR – 1-28 units/acre) is often referred to as "Missing Middle" housing and can include a mix of housing types including duplexes, triplexes, fourplexes, cottage courts/clusters, and townhomes (See **Exhibit 2, Missing Middle Housing**).

As discussed below, and part of the 2040 General Plan, a goal and policies are included to support the development of Missing Middle Housing within existing Ukiah neighborhoods. Exhibit 2 illustrates this concept using a variety of Missing Middle Housing types. In the graphic, the two blocks were laid out to be identical relative to lot lines and existing structures, with the dwelling units shaded in white being existing dwelling units in a variety of sizes, but all being single-family detached homes. The portion of the graphic on the bottom (labeled "With Missing Middle

Housing”) shows that same block with future development. The white shaded structures are those current units remaining and the gold shaded structures are new Missing Middle Housing types. Some are in addition to existing structures (“A” and “F”), one is a replacement structure on an existing lot (“C”), and two show the consolidation of two lots to create one larger lot (“B” and “D”). (City of Ukiah, 2022).

EXHIBIT 2: Missing Middle Housing (City of Ukiah 2040 General Plan)



Senate Bill 9 and Development Implications

To continue to stimulate housing, specifically Missing Middle Housing, and remove barriers by local government for expedited housing production, the State enacted Senate Bill 9 (SB 9). SB 9 creates a ministerial approval process for lot splits and duplex construction on parcels zoned for single-family uses, if the project meets specified requirements. Duplex construction or lot splits cannot demolish deed-restricted affordable housing or housing occupied by tenants in the past three years or occur in an historic district. Local governments may impose objective standards, unless they preclude the construction of two units or a lot split. Local agencies may require up to one parking space per unit, unless the parcel is within a half mile of a major transit stop or high-quality transit corridor (similar to ADU requirements).

Housing created pursuant to these provisions cannot be rented for terms shorter than 30 days (no vacation rentals). Applicants for lot splits must sign an affidavit declaring their intent to occupy one of the lots for at least three years, unless the applicant is a community land trust or nonprofit. Local agencies may deny an application for a duplex or lot split if it makes written findings of an adverse impact on public health, safety, or the physical environment. Local governments must identify units constructed pursuant to these provisions in their housing element Annual Progress Report. (City of Ukiah, 2022).

Ukiah 2040 General Plan Goals and Policies

Missing Middle Ordinance

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To promote the vision for Missing Middle Housing types, the Ukiah 2040 General Plan includes the following goal and policies.

Goal LU-9 To provide opportunities for housing that can accommodate the needs, preferences, and financial capabilities of current and future residents in terms of different housing types, tenures, density, sizes, and costs.

Policy LU-9.1 Mixed Residential Neighborhoods

The City shall encourage creation of mixed residential neighborhoods through new and innovative housing types that meet the changing needs of Ukiah households and expand housing choices in all neighborhoods. These housing types include, but are not limited to, single dwelling units, multi-family dwelling units, accessory dwelling units, small and micro units, use of pre-fabricated homes, and clustered housing/cottage housing

Policy LU-9.2 Housing Types and Designs

The City shall support housing types and designs that increase density while remaining consistent with the building scale and character present in existing neighborhoods. This includes multi-family units or clustered residential buildings that provide relatively smaller, less expensive units within existing neighborhoods.

Policy LU-9.3 Adaptation of Existing Residential Units

The City shall encourage the adaptation of existing residential units to support multi-family use.

4. Project Elements

The zoning code amendments proposed in the Project are consistent with the Ukiah 2040 EIR and General Plan as described above. A summary of the proposed amendments is provided in **Appendix A**. The proposed Ordinance Amendment will not require an amendment to the City of Ukiah's 2040 General Plan EIR, as discussed below under *IV. Evaluation of Environmental Impacts*. In addition, no development or physical changes to the environment are proposed.

IV. EVALUATION OF ENVIRONMENTAL EFFECTS

The following findings are made in compliance with CEQA Section 15183 – Project consistent with a Community Plan or Zoning.

Section 15183 of the State CEQA Guidelines states that a project shall qualify for an exemption if the following findings can be made:

- 1) The project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified.
- 2) There are no project-specific effects which are peculiar to the project or its site, and which the Ukiah 2040 EIR failed to analyze as significant effects.
- 3) There are no project-specific impacts which the Ukiah 2040 EIR failed to analyze as significant effects.
- 4) There are no potentially significant offsite and/or cumulative impacts that the Ukiah 2040 EIR failed to evaluate.

- 5) There is no substantial new information that results in more severe impacts than anticipated by the Ukiah 2040 EIR.

A discussion of staff's finding of each potential environmental effect is provided below.

1. Density

The project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified.

Finding

The Project is consistent with the development density established by the Ukiah 2040 General Plan.

Discussion

Article 4 (R1) Low Density Residential District

In the Low Density Residential Zone, the minimum lot size is proposed to be reduced to 4,500sf (from 6,000sf). The total area for Low Density Residential zoning within the City of Ukiah is 626 acres, or 23.7% of the City area. The maximum density allowance in the Ukiah 2040 General Plan for Low Density Residential is 15 dwelling units per acre. The density incurred by the change from 6,000 sf to 4,500 sf is shown below. As 9.68 still falls well below the maximum density of 15 dwelling units/acre, this proposed change remains consistent with the development density of the Ukiah 2040 General Plan.

**Table 1
Maximum Density in the R1 Zone**

	Lot Size (sf)	Max Density (du/ac)
Current R1 Zoning Density	6,000	7.26
Proposed R1 Zoning Density	4,000	9.68

The introduction of 'Missing Middle Housing' in the form of 'cottage dwelling groups' and duplexes in the Low Density Residential Zone would not increase density, as they would be held to the same density standards as single-family homes, as illustrated in Exhibit 2.

The remainder of the zoning ordinance amendments offer no changes to density. In the Medium Density Residential Zone, a remnant phrase that accorded to the prior General Plan "The maximum density is one to fifteen (15) dwelling units per acre of land" has been removed. The remaining language enables this zoning category to be consistent with the Ukiah 2040 General Plan.

2. Effects

There are no project-specific effects which are peculiar to the project or its site, and which the Ukiah 2040 EIR failed to analyze as significant effects

Finding

All potential impacts from the Project were evaluated with the Ukiah 2040 EIR. The proposed ordinance has no unique features that were not evaluated within the General Plan EIR.

9

Missing Middle Ordinance

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Discussion

The language changes and minor additions, rearrangements and deletions within Appendix A are directly applicable to the Ukiah 2040 General Plan vision of incorporating a more heterogeneous mix of housing types and price points within the City's residential zoning districts. For example, the inclusion of duplexes and multiple-family dwellings as an allowed use, pursuant to applicable design and development standards, removes barriers for low and moderate-income households to be more easily established in zoning designed for traditional single-family housing. In addition, the incorporation of landscaping standards in the Medium Density Residential and High Density Residential districts accord directly with the Ukiah 2040 EIR LU-11.10 Water Efficient Landscaping goal, *The City shall ensure that Zoning Code landscape standards and design guidelines reflect the most current water efficient landscape standards that include native, adaptive, and drought resistant vegetation, as well as provisions for street canopies and streetscape enhancement.* (City of Ukiah, 2022)

3. Impacts

There are no project-specific impacts which the Ukiah 2040 EIR failed to analyze as significant effects

Finding

There is no new information as a result of the proposed ordinance amendments that would result in more severe impacts. The amendments are consistent with the Ukiah 2040 General Plan density and land use designations for Low Density Residential, Medium Density Residential and High Density Residential. All potential impacts were evaluated with the General Plan EIR.

Discussion

Even though changes to height and setbacks are not specifically mentioned by name in the Ukiah 2040 General Plan goals and policies for 'Missing Middle' housing, these changes are implied within Policy LU-9.1 and LU-9.3 in the ability to expand housing choices and increasing density while maintaining the building scale and character present in existing neighborhoods. The setback and height modifications are minor and would more easily allow the implementation of LU-9.1 and LU-9.3.

To the same point, Low Barrier Navigation Centers are also included as allowed pursuant to Government Code sections 65660-65668, and even though not expressly discussed within the Ukiah 2040 General Plan, these and would follow the same density, regulations, and land use patterns of the other housing types in each residential zone.

4. Cumulative Impacts

There are no potentially significant offsite and/or cumulative impacts that the Ukiah 2040 EIR failed to evaluate

Finding

There are no potentially significant offsite and/or cumulative impacts as a result of the proposed ordinance amendments.

Discussion

The Project is consistent with the density and use characteristics of the development considered by the Ukiah 2040 EIR. The EIR considered the incremental impacts of introducing 'Missing Middle' housing and no potentially significant off-site or cumulative impacts have been identified which were not previously evaluated.

5. New Information

There is no substantial new information that results in more severe impacts than anticipated by the Ukiah 2040 EIR

Finding

There is no substantial new information that results in more severe impacts than anticipated by the Ukiah 2040 EIR.

Discussion

There is no new information as a result of the proposed ordinance that would result in more severe impacts. This zoning amendments are consistent with the Ukiah 2040 General Plan density and Land Use element. All potential impacts were evaluated with the Ukiah 2040 General Plan EIR.

Reducing setbacks, lot standards, and parking requirements

Reduction of existing standards is crucial for facilitating the development of 'Missing Middle' housing in the City of Ukiah. These regulatory adjustments help to create more flexible and affordable housing options by allowing for previously approved densities in the 2040 General Plan to be applied on existing lots, reducing the barriers for property owners and developers to build diverse housing types like duplexes, triplexes, and townhomes. Staff has proposed reductions in these standards to align with existing allowances for accessory dwelling units (ADUs) and nonconforming structures as currently conveyed in various zoning articles, promoting infill development and increasing the availability of moderate-income housing. No setback is reduced by more than 5', although some requirements are consolidated to the least restrictive consideration. These changes aim to support the City's General Plan housing goals by creating more opportunities for sustainable, walkable, and diverse neighborhoods while still maintaining consistency with existing regulations.

Landscaping (R2 & R3):

Minor updates to the landscaping standards included within the R2 & R3 zoning districts were updated to reflect Ukiah 2040 General Plan goals as discussed above. Drought resistant and native plants shall constitute the majority of plantings selected for developments that do not comply with the City's Objective Design and Development Standards. Notably, any residential construction that utilizes the City's Objective Design and Development Standards must provide landscaping commiserate with the expectations of the 2040 General Plan.

V. DETERMINATION

Summary of Findings: Section 15378 of the California Environmental Quality Act (CEQA) defines a "Project" as an activity that (1) is a discretionary action by a governmental agency; and

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(2) will either have a direct or reasonably foreseeable indirect impact on the environment. (Pub. Res. Cod, § 21065). "Project" means the whole of the action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is any of the following: An activity directly undertaken by any public agency including but not limited to public works construction and related activities, clearing or grading of land, improvements to existing public structures, enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to Government Code Sections 65100-65700.

The Project includes zoning code amendments to the City of Ukiah's Municipal Code in order to enact the goal and policies of the Ukiah 2040 EIR and General Plan regarding 'Missing Middle Housing'. In implementing this housing type, the amendments are designed to also aid in meeting the City's Regional Housing Needs Allocation (RHNA) by removing barriers (increasing maximum height, decreasing minimum site area, decreasing setbacks, parking) incurred by the existing residential zoning codes to promote a range of housing types and sizes to accommodate varied households.

While the Project is intended to facilitate housing development within the City of Ukiah, it does not include specific development designs or proposals, nor does it grant any entitlements for development. Development could also result in impacts to the physical environment depending on location, intensity, and other siting factors. However, the location, intensity, siting, and timing of such development is unknown.

All future development associated with the proposed zoning code amendments would be in residential or zoning districts where housing development is already generally allowed by right, or with an approved use permit and/or site development permit. Development could also result in impacts to the physical environment depending on location, intensity, and other siting factors. All future development would be analyzed on a project level basis for consistency with land use policies and development standards and would be subject to Building Permits for consistency with building and safety codes. In addition, depending on the type of development, location, and zoning district, future development could also require discretionary and environmental review of their individual and cumulative environmental impacts, as applicable.

In accordance with CEQA Guidelines Section 15183, the Project qualifies for an exemption because the following findings can be made:

- 1) The project is consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified.**
- 2) There are no project-specific effects which are peculiar to the project or its site, and which the Ukiah 2040 EIR failed to analyze as significant effects.**
- 3) There are no project-specific impacts which the Ukiah 2040 EIR failed to analyze as significant effects.**
- 4) There are no potentially significant offsite and/or cumulative impacts that the Ukiah 2040 EIR failed to evaluate.**
- 5) There is no substantial new information that results in more severe impacts than anticipated by the Ukiah 2040 EIR.**



Signature

9/13/2024

Date

Katherine Schaefer, Planning Manager
Community Development Department
City of Ukiah
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VI. APPENDICES

Appendix A

Summary of Proposed Ordinance Amendments

Summary of Proposed Ordinance Amendments

PROPOSED ZONING CODE AMENDMENTS				
	Zoning District			
Development Standard	Article 3 (R1)	Article 4 (R2)	Article 5 (R3)	Article 5.5 (Dwelling Groups)
Density	Change wording to include density as consistent with RR (rural residential) along with LDR of the City general plan.	Conform the allowed density for the R-2 Zoning District to the 2040 MDR Land Use Designation (Remove 15 du/acre limit; thereby allowing conformance with the 2040 UKGP of 15 – 28 du/acre)	No change	Same as base zone
Allowed/ Permitted Uses	Remove language qualifying accessory uses as normally incidental to single-family residences Remove language qualifying residents and operators of community care facilities being considered a family Allow the securing of a variance for Fences over 7' as an alternative for a use permit, if a use permit is not required. Remove duplicative language regarding manufactured homes Allow Low Barrier Navigation Centers subject to the same density and regs as residential dwellings of the same type pursuant to Gov. Code 65660-65668 Include triplexes, fourplexes, multiplexes, condominiums, apartments, townhomes, courtyard buildings, cottage courts, dwelling-	Include duplexes as an allowed use Include Transitional and Supportive housing allowed subject to same density and regs as residential dwellings of same type (Ord. 1216) Allow Low Barrier Navigation Centers subject to the same density and regs as residential dwellings of the same type pursuant to Gov. Code 65660-65668 Include Mom and Pop Grocery Store as permitted (UP) Include Dwelling Groups as permitted (miUP) Include triplexes, fourplexes, multiplexes, condominiums, apartments,	Remove language qualifying residents and operators of community care facilities being considered a family Include duplexes as an allowed use Include Transitional and Supportive housing allowed subject to same density and regs as residential dwellings of same type (Ord. 1216) Allow Low Barrier Navigation Centers subject to the same density and regs as residential dwellings of the same type pursuant to Gov. Code 65660-65668	Dwellings groups not meeting the design and development standards in R2 and R3 must obtain a Site Development Permit. Include Cottage Dwelling Groups as permitted (UP) in R1 meeting the development criteria in Article 5.5. A Site Development Permit is required in R2 and R3 for any Dwelling Group that does not comply with the design and development standards as required by Chapter 2, Article 5.2 Include Cottage Dwelling Groups as not allowed on a parcel already containing an ADU/JADU, or developed with a duplex, triplex, apartment, or condominium. Include a parcel containing a single-family residence may be developed as a cottage dwelling group only if the single-family residence is included in the total floor area allowance of 2700 square feet.

PROPOSED ZONING CODE AMENDMENTS				
	Zoning District			
Development Standard	Article 3 (R1)	Article 4 (R2)	Article 5 (R3)	Article 5.5 (Dwelling Groups)
	groups, and single-room occupancies in the definition of 'multiple-family dwellings' as allowed if compliant with design and development standards of Chapter 2, Article 5.2 Include Condominiums, Cottage Dwelling Groups, and Mom and Pop Grocery Stores as permitted (UP) Require multiple-family dwellings to obtain a Site Development Permit if they do not comply with Chapter 2, Article 5.2	townhomes, courtyard buildings, cottage courts, dwelling-groups, and single-room occupancies in the definition of 'multiple-family dwellings' as allowed if compliant with design and development standards of Chapter 2, Article 5.2 Remove requirement for a permitted UP on a SFD on a 3,000 square foot lot	Include community care facilities as a permitted use, serving between 6-12 people Require multiple-family dwellings to obtain a Site Development Permit if they do not comply with subsection 9261B Include public/private parking lots as a permitted use	
Building Height Limits	Change to restrict non-residential accessory buildings to a height of 20' or maximum height of main building. Change to allow residential accessory buildings to exceed the height of the primary residential building. Include language referencing heights of ADUs and JADUs as codified in Chapter 2 Article 5.3 and Article 5.4. Change to allow dwelling and non-residential accessory structures to exceed height limits by securing a variance (not a Use Permit)	Change to restrict non-residential accessory buildings to a height of 20' or maximum height of main building. Change to allow residential accessory buildings to exceed the height of the primary residential building. Change to allow dwelling and non-residential accessory structures to exceed height limits by securing a variance (not a Use Permit)	Change to restrict non-residential accessory buildings to a height of 30' or maximum height of main building.	Same as allowed in base zone (R1, R2, or R3)

PROPOSED ZONING CODE AMENDMENTS				
	Zoning District			
Development Standard	Article 3 (R1)	Article 4 (R2)	Article 5 (R3)	Article 5.5 (Dwelling Groups)
Required Site Area	Reduce minimum lot sizes from 6,000 square feet to 4,500 square feet; Reduce corner lot width down to 6,000 (from 7,000) and width down to 60' (from 70') Interior lot width down to 40' (from 60') Clarification that a (minor) site development permit (not a Use Permit) is required for existing lots 4,500 square feet and less Remove site development permit requirement for existing lots 4,500 square feet and greater Remove requirement that nonconforming lots must be at least 40' in width.		Remove qualification of building site area	Minimum lot size 9,000 square feet. Maximum one cottage/2,500 square feet of lot area 2,7000 total building square footage
Required Yard Setbacks	Front: Change to 10' for residences (from 15') and accessory structures, remove requirement for garages Sides: Change to 5' for residences (from 10') Rear: Change to 10' for residences (from 15') Corner lots: Change to 10' (from 15') Corner lots: Include accessory structures in the exception if 50% of the same side of the block is already	Change in wording to include all primary and accessory structures, reducing front to 10', side to 5', and rear to 10' Insert exception to corner lot 10' front setback if 50% of the same side of the block is already built out, then average setback should apply	Front: Change to 10' for residences (from 15'), remove requirement for garages and accessory structures Sides: Remove requirement for garages and accessory structures Rear: Remove qualifications for different setbacks for amount of stories	Same as allowed in base zone (R1, R2, or R3). Rear yard min. 10'

PROPOSED ZONING CODE AMENDMENTS				
	Zoning District			
Development Standard	Article 3 (R1)	Article 4 (R2)	Article 5 (R3)	Article 5.5 (Dwelling Groups)
	built out, then average setback should apply Accessory Carports may be established 2' into any required setback			
Parking	SFD: Reduce to 1 on-site space (from 2) Duplex: Reduce to 1 on-site per unit (from 1.5)	SFD: Reduce to 1 on-site space (from 2) Duplex: Reduce to 1 on-site per unit (from 1.5) Multi-Family: Remove duplicative off-street parking standards		1/unit, 1 guest space/3 units. Accessory structures allowed per accessory structure setback requirements in base zone.
Other	Insert SB 9 language and requirements Insert requirement that all development must comply with additional or more restrictive criteria of the Ukiah Municipal Airport Land Use Compatibility Plan	Include drought resistant and native plants as constituting the majority of planting selected to align with water efficiency and native plant selection criteria of the Ukiah 2040 General Plan Insert requirement that all development must comply with additional or more restrictive criteria of the Ukiah Municipal Airport Land Use Compatibility Plan	Include drought resistant and native plants as constituting the majority of planting selected to align with water efficiency and native plant selection criteria of the Ukiah 2040 General Plan Insert requirement that all development must comply with additional or more restrictive criteria of the Ukiah Municipal Airport Land Use Compatibility Plan	Dwelling groups may not be rented less than 30 days Dwelling groups not allowed in airport compatibility zones 1, 2, 3, 5 200 square feet/unit of Common Open Space required, up to 60 sf may be private Dwelling units shall be clustered around common open space, not separated by fencing. Primary entry/covered porch encouraged. -Dwelling Group, Cottage -Duplex, Stacked -Duplex, Side by Side -Townhome Included in Ukiah City Code Ch. 2 Article 21 Definitions

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH ADDING AND AMENDING VARIOUS SECTIONS OF THE UKIAH CITY CODE REGULATING 'MISSING MIDDLE HOUSING'**

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's density-related analysis and housing goals.
- B. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA). As the proposed Missing Middle Ordinance is consistent with the Ukiah 2040 General Plan, the project relies upon the General Plan EIR and is consistent with CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning).
- C. Recognizing the growing need for diverse housing options that cater to a wide range of income levels, including housing types such as duplexes, triplexes, and townhomes is a necessary action to address the housing affordability crisis.
- D. Encouraging the development of missing middle housing and more proximate commercial development supports the City's goal of increasing residential density in existing neighborhoods, promoting more efficient land use, and reducing the environmental impacts associated with sprawl.
- E. Providing opportunities for both homeownership and affordable rental units in walkable, transit-friendly areas, aligns with the City's commitment to inclusive growth and housing equity.
- A. The State legislature declared that "Housing is a statewide concern", that California faces a housing crisis, that missing middle housing is a valuable form of housing, and that local jurisdictions are mandated to comply with applicable State housing laws, including SB 9.

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 "***"):

SECTION:

§9015 Purpose And & Intent

§9023 Determination ~~Of~~ 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 qualities of Ukiah's various neighborhoods

~~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~~ four thousand five hundred (~~64,500~~) to ten thousand (10,000) square feet in size. This district is consistent with the LDR (low density residential) and RR (rural residential) land use designation of the City general plan.

§9016 ALLOWED USES

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.~~

Duplex

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 variance or associated use permit.

~~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 dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, and single-room occupancies (SRO) etc.) that comply with the design and development standards in Chapter 2, Article 5.2 of this Division are permitted by right.

~~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.~~

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

§9017 PERMITTED USES

Cottage Dwelling Group, as regulated by Article 5.5 of this Chapter.

Mom and Pop Grocery Store.

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplexes, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, single-room occupancies (SRO), etc.) 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, and require a Site Development Permit per Article 20 of this Chapter.

§9018 BUILDING HEIGHT LIMITS

- A. For single-family dwellings, ~~two (2) multi-~~ family dwellings and attached accessory dwelling units, a maximum height of thirty feet (30').
- B. For non-residential accessory buildings a maximum height of twenty feet (20') or maximum height of the main building, whichever is less.
- C. The height limits for both dwelling units and accessory structures may exceed the primary residential dwelling unit. The height limits for ADUs are set forth in Article 5.3 of this Chapter.
- D. The height limits for both dwelling units and non-residential accessory structures may be exceeded with the securing of a variance. ~~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~~

§9019 REQUIRED SITE AREA

- A. Interior Lots: The required site area on interior lots in the R-1 zoning district is ~~six~~ four thousand (~~46,500~~) net square feet, and the required lot width is ~~sixty~~ forty feet (~~460~~').
- B. Corner Lots: The required site area for corner lots in the R-1 zoning district is ~~seven~~ six thousand (~~76,000~~) net square feet, and the required lot width is ~~seventy~~ sixty feet (~~670~~').

- 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 less that does not already feature residential improvements. ~~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').~~

§9020 REQUIRED YARD SETBACKS

The purpose of establishing yard areas in the R-1 zoning district is to maintain a balance between retaining open spaces and the efficient use of land, ~~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~~ Ten feet (~~150~~') for residences and accessory structures, and ~~twenty-five~~ feet (~~25~~') for garages.
- B. Sides: ~~Ten~~ Five feet (~~105~~') for residences and ~~five~~ feet (~~5~~') for accessory structures.
- C. Rear: ~~Fifteen~~ Ten feet (~~150~~') for residences, and five feet (5') for accessory structures.

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 yardsetback.

- 5. Accessory Carports: May be established two feet (2') into any required setback.

§9021 REQUIRED PARKING

- A. The minimum parking area required in Low Density Residential (R-1) Districts is as follows:
 - 1. Single-Family Dwelling: ~~Two~~ One (12) on-site parking space per unit.

2. Duplex: One ~~and one-half~~ (1.5) on-site parking spaces per unit.

§9022 ADDITIONAL REQUIREMENTS & ALLOWANCES

- B. Effective January 1, 2022, Government Code §§ 65852.21 and 66411.7 (enacted by Senate Bill 9, Statutes 2021) require local agencies to provide ministerial review, without discretion or hearing, of proposed two-unit housing developments and urban lot splits if the housing development or subdivision is within a single-family residential zone and a U.S. Census designated urbanized area or urban cluster and meets certain requirements. The purpose of this sub-section is to establish the applicability of Government Code §§ 65852.21 and 66411.7.
 1. Maximum Number of Units on a Parcel Created by an SB 9 Urban Lot Split (Government Code § 66411.7)
 - a. No more than two dwelling units may be permitted on any lot created through an urban lot split.
 - b. If a proposed SB 9 Urban Lot Split does not include a housing development at the time of the lot split, a note shall be recorded on the Parcel Map limiting future residential development to two dwelling units in accordance with this policy.
 - c. If a proposed SB 9 Urban Lot Split requests to subdivide a vacant parcel, the owner occupancy period begins once a unit is finished and livable.
 2. Maximum Number of Units on a Lot Not Created by an SB 9 Urban Lot Split (Government Code § 66411.7)
 - a. Up to two primary dwelling units, including existing dwelling units on a parcel and units created pursuant to Government Code § 65852.21 may be permitted.
- C. Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-1 district must comply with the more restrictive standards identified by Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning.

§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 Community Development 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 Community Development Planning Director shall find as follows:

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 Community Development Planning Director shall find that the proposed use is similar in nature and intensity to the uses listed as permitted uses.

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 “*”):**

SECTION:

§9030 Purpose And & Intent

§9038 Determination ~~Of~~ of Appropriate Use

§9030 PURPOSE AND INTENT

The Medium Density Residential Zoning District is intended to provide land area and opportunities for a range of densities and a variety of housing types, including single-family and multiple-family residential development, and townhomes. ~~The maximum density is one to fifteen (15) dwelling units per acre of land.~~ The R-2 district is also intended to provide for a compatible mix of medium density residential, educational, religious, quasi-medical, and small professional office land uses. The R-2 zoning district is consistent with the MDR (medium density residential) general plan land use designation.

§9031 ALLOWED USES

The following uses are allowed in Medium Density Residential (R-2) Districts:

Community care facility, which provides service for six (6) or fewer persons. ~~(maximum clients—six (6)).~~

Duplex

Low Barrier Navigation Center.

Single-family dwellings, including manufactured/modular homes. ~~transitional housing, and supportive housing. Manufactured/modular homes shall comply with the additional development standards set forth in section 9037 of this Code.~~

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplexes, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling groups, and single-room occupancies (SRO), etc.) ~~Multiple family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartment houses, transitional housing, supportive housing, single room occupancies (SROs), and rooming or boarding houses).~~ Multiple family dwellings that comply with the design and development standards in Chapter 2, Article 5.2 of this Division are permitted by right.

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type

§9032 PERMITTED USES

The following uses may be permitted in Medium Density Residential (R-2) Zoning Districts subject to first securing a use permit:

Dwelling groups that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and require a Site Development Permit per Article 20 of this Chapter.

Mom and Pop Grocery Store

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling groups, single-room occupancies (SRO), etc.) that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this Division, and require a Site Development Permit per Article 20 of this Chapter. ~~Multiple-family dwellings that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division.~~

~~Professional office converted from a single family residence.~~

~~Single family dwelling on a three thousand (3,000) square foot lot (one side zero lot line and one side five foot (5') setback; provided, that zero lot lines are contiguous).~~

Temporary uses meeting the purpose and intent of the R-2 zoning district. The temporary use shall be for a maximum period of six (6) months, and shall be subject to permit renewal/time extension at the discretion of the Community Development Planning Director.

§9033 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in Medium Density Residential (R-2) Districts:

- B. For non-residential 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 main buildings and accessory structures may be exceeded with the securing of a use ~~permit~~Variance.
- D. The heights of ADUs are subject to Article 5.3 of this Chapter.

§9035 REQUIRED YARD SETBACKS

In Medium Density Residential (R-2) Districts, yards shall be required in the following minimum widths, as measured from the street right-of-way:

A. Front:

- ~~1. Single Family Dwellings: Fifteen feet (15') for primary and accessory structures, and twenty-five feet (25') for garages.~~
- 1. ~~Multiple Family Dwellings: Ten feet (10') for multiple family primary and accessory structures, and twenty-five feet (25') for garages.~~

B. Sides:

- ~~1. Single Family Dwellings: Ten feet (10'), except as provided in section 9032 of this code.~~
- 1. ~~Multiple Family Dwellings: Five feet (5'), for multiple family dwellings except for those multiple family projects that comply with all the design and development standards set forth in Chapter 2, Article 5.2 of this Division.~~

C. Rear:

- ~~1. Single Family Dwellings: Ten feet (10').~~
- ~~2. Multiple Family Dwellings, Single-story: Ten feet (10').~~
- ~~3. Multiple Family Dwellings, Multi-Story: Fifteen feet (15').~~

~~Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply.~~

E. Special Yards And Distances Between Buildings: Minimum widths shall be as follows:

- 1. 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 distance between any structures in any dwelling group shall be a minimum of ten feet (10') for single-story and multi-story structures.~~

2. ~~Any side yard providing vehicular access to single row dwelling groups shall have a minimum width of twenty feet (20') for one way access and twenty five feet (25') for dual access.~~
3. ~~Any inner court providing vehicular access to double row dwelling groups shall have a minimum width of twenty feet (20'), and a minimum width of twenty four feet (24') if bordered by parking stalls.~~

§9036 REQUIRED PARKING

- A. The minimum parking area required in Medium Density Residential (R-2) Districts is as follows:
 1. Single-Family Dwelling: One (21) on-site parking space per unit.
 2. Duplex: One ~~and one-half~~ (1.5) on-site parking space per unit.
 3. Multiple-Family Dwelling: One (1) on-site parking space per unit.

§9037 ADDITIONAL REQUIREMENTS

- C. All development projects that are not multiple-family residential projects, or that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this Division, and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:
 - a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Drought resistant and native plants shall constitute the majority of the plantings selected. ~~Native species are strongly encouraged.~~

- d. Parking lots shall have a perimeter planting strip ~~with both~~ featuring drought resistant trees and shrubs.

- k. The Community Development Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.
- D. Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-2 district must adhere to the more restrictive criteria identified by Ukiah

Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning

§9038 DETERMINATION OF APPROPRIATE USE

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-2 Zoning District, the Community Development Planning Director shall determine whether the use is appropriate for the Zoning District, either as of right or subject to a use permit. In making this determination, the Community Development Planning Director shall find as follows:

- D. 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 Community Development Planning Director shall find that the proposed use is similar in nature and intensity to the uses listed as allowed uses.

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 “**”):**

SECTION:

§9045 Purpose & Intent

§9049 Required Site Area For Mobile Home Parks

§9053 Determination Of of Appropriate Use

§9046 ALLOWED USES

Community care facility, which provides service for six (6) or fewer persons, ~~with the residents and operators of the facility being considered a family.~~

Duplex

Low Barrier Navigation Center.

~~Public or private parking lots for automobiles, when the property is adjacent to any C-N, C-1, or C-2 district, or if required to accompany any new land use.~~

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, and single-room occupancies (SRO), etc.s) ~~Multiple-family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartments, transitional housing, supportive housing, single-room occupancies (SROs), and rooming or boarding houses).~~ Multiple-family dwellings that comply with the design and development standards in Chapter 2, Article 5.2 of this Division are permitted by right.

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type

§9047 PERMITTED USES

The following uses may be permitted in High Density Residential (R-3) Districts subject to first securing a use permit:

Dwelling groups, as regulated by Article 5.5 of this Chapter.

"Mom and pPop" ~~convenience~~ grocery stores, delicatessens, bakeries, and coffee shops.

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, single-room occupancies (SRO), etc.) that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this Division, and require a Site Development Permit per Article 20 of this Chapter ~~Multiple-family dwellings that do not comply with the design and development standards in Chapter 2, Article 5.2 of this division.~~

Public or private parking lots for automobiles

§9049 REQUIRED SITE AREA FOR MOBILE HOME PARKS

- B. ~~The required building site area for each mobile home park shall be a minimum of two (2) acres.~~

§9050 REQUIRED YARD SETBACKS

In High Density Residential (R-3) Districts, yards shall be required in the following minimum widths, except as provided in section 9032 of this code:

A. Front:

1. ~~Single-Family Dwellings: Fifteen feet (15') for dwellings and accessory structures, and twenty five feet (25') for garages.~~
2. ~~1. Multiple-Family Dwellings: Ten feet (10') for multiple-family dwellings, and accessory structures, and twenty five feet (25') for garages.~~

C. Rear:

1. ~~Single-Family Dwellings: Ten feet (10').~~
2. ~~Multiple-Family Dwellings, Single-Story: Ten feet (10').~~
3. ~~Multiple-Family Dwellings, Multi-Story: Fifteen feet (15').~~

D. Corner Lots: On corner lots, there shall be a front setback line of ten feet (10') on each side of the property facing a street.

~~Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply.~~

E. Special Yards and Distances Between Buildings: Minimum widths shall be as follows:

1. ~~The distance between any structures in any dwelling group shall be a minimum of ten feet (10').~~
2. ~~1. Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply. Any side yard providing vehicular access to single row dwelling groups shall have a minimum width of twenty feet (20') for one-way access and twenty five feet (25') for dual access.~~
3. ~~Any inner court providing vehicular access to double row dwelling groups shall have a minimum width of twenty feet (20'), and a minimum width of twenty four feet (24') if bordered by parking stalls. (Ord. 1001, §1, adopted 1998;~~

§9051 REQUIRED PARKING

A. The minimum parking area required in High Density Residential (R-3) Districts is as follows:

1. Single-Family Dwelling: ~~Two~~ One (1) on-site parking space per unit.
2. Duplex: ~~One and one-half (1.5)~~ on-site parking space per unit.
3. Multiple-Family Dwelling: ~~One~~ (1) on-site parking space per unit.

§9052 ADDITIONAL REQUIREMENTS

- A. ~~All new construction, exterior modifications to existing buildings or on-site work shall require a site development permit pursuant to subsection 9261B of this code, excluding multiple-family residential projects, as described in section 9046 of this code, that comply with the design and development standards in Chapter 2, Article 5.2 of this division.~~

- B. A. Manufactured homes certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC section 5401 et seq.) are allowed on individual residential parcels subject to the following regulations:

- C. B. All development projects that are not multiple-family residential projects, or do not comply with the design and development standards in Chapter 2, Article 5.2 of this Division, and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:
 - a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Drought resistant and native plants shall constitute the majority of the plantings selected. Native species are strongly encouraged.

- d. Parking lots shall have a perimeter planting strip with both featuring drought resistant trees and shrubs.

- k. The Community Development Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

- C. Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-3 district must adhere to the more restrictive criteria identified by Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning

§9053 DETERMINATION OF APPROPRIATE USE

Whenever a use is not listed in this Article as a use permitted as of right or a use subject to a use permit in the R-3 Zoning District, the Community Development Planning Director shall determine whether the use is appropriate for the Zoning District, either as of right or subject to a use permit. In making this determination, the Community Development Planning Director shall find as follows:

- D. 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 Community Development Planning Director shall find that the proposed use is similar in nature and intensity to the uses listed as allowed uses.

SECTION 5

A New Article 5.5, entitled “REGULATIONS FOR DWELLING GROUPS” shall be added to Division 9, Chapter 2 of the Ukiah City Code and shall read as follows:

§9058 PURPOSE

This Article implements the provisions of the General Plan Housing Element that encourage new types of housing that meet a wide variety of needs and encourage infill projects on underutilized urban land. As defined, ‘Dwelling Groups’ is a group of three or more single-family residences or two or more detached duplex buildings, apartments, condominiums, and occupying a parcel of land in the same ownership and having any yard or court in common.

Cottage dwelling groups are a type of infill development intended to provide small-scale, clustered housing units that are comparable in scale and intensity to single-family residential use, thereby minimizing the impact on adjacent low-density residential uses.

§9058.1 APPLICABILITY

This section applies to dwelling groups where allowed or permitted.

- A. Dwelling groups are considered a form of multi-family housing. Within the R2 (Medium Density Residential) and R3 (High Density Residential) Zoning Districts, Dwelling Groups are an allowed use if adhering to Article 5.2 (Objective Design and Development Standards for New Residential Construction).
- B. Dwelling groups must meet the development criteria of the base zone.
- C. Cottage dwelling groups are permitted in the R1 (Low Density Residential) Zoning District. Cottage dwelling groups must meet the development criteria of the base zone, as well as the additional standards and exceptions outlined below.
 1. Cottage dwelling groups may not be located on any parcel already containing an accessory dwelling unit, junior accessory dwelling unit, or developed with a duplex, triplex, apartment, or condominium. A parcel containing a single-family residence may be developed as a cottage dwelling group only if the single-family residence is included in the total floor area allowance below.
 2. Occupancy. Dwelling groups may not be rented on a transient basis (periods less than thirty (30) days).
 3. Siting Requirements.
 - a. Airport Compatibility. The proposed site shall not be located on any parcel that features airport compatibility Zones 1 (Runway Protection Zone), 2 (Inner Approach/Departure Zone), 3 (Inner Turning Zone) or 5 (Sideline Zone).
 - b. Minimum parcel size. The minimum parcel size shall be nine thousand (9,000) square feet.
 - c. Setbacks. Cottage housing developments shall meet the required front and side yard setbacks of the base zone. Rear yard setbacks shall be a minimum of ten feet (10').

- d. Parking. One (1) reserved space per unit, and (1) guest parking space for every 3 units or portion thereof.
- e. Accessory structures that serve on-site users and are subordinate in use and scale to the cottages (e.g. accessory storage, garages, etc.) are allowed subject to setback requirements for accessory structures.
- f. Design and Development Standards. Cottage housing developments shall be subject to design review and site plan approval and meet the following additional standards and exceptions:
 - i. Density. On parcels that meet the minimum parcel size, the maximum density shall be one (1) cottage per every two thousand five hundred (2,500) square feet of lot area. When calculating the number of units allowed, fractional units shall be rounded down to the nearest whole number.
 - ii. Size. The total building square footage shall not exceed two thousand seven hundred (2,700) square feet, unless other sizes are allowed by approval of a use permit.
- g. Site Layout.
 - i. Common Open Space. Common open space shall be one (1) or more areas that are designed and maintained for recreation, gardening, and similar activities open to all residents. Common open space shall total at least two hundred (200) square feet per unit, of which up to sixty (60) square feet may be private.
 - 1. Cottages should generally be no more than twenty-five feet (25') from the common open area, measured from the facade of the cottage to the nearest delineation of the common open area.
 - 2. Orientation. Dwelling units shall be clustered around common open space that is not separated with fencing. Each unit shall have a primary entry and covered porch, generally oriented towards the common open space. Front porches are encouraged.

§9058.2 PERMIT REQUIREMENTS

All cottage housing developments are subject to a Use Permit within the R1 zoning district. A Site Development Permit is required for any 'Dwelling Group' in the R2 and R3 zoning districts that does not comply with the design and development standards as required by Chapter 2, Article 5.2 of this Division.

SECTION 6

Division 9, Chapter 2, Article 21, Definitions, of the Ukiah City Code is hereby amended to read as follows (unchanged text is omitted and is shown by “*”):**

- A. Any words or phrases not defined within this article shall be defined as set forth in current dictionaries. If no dictionary defines a particular term, the Community Development Planning Director shall have the authority to define the term or equate it to a defined term that is similar in nature.
- B. For purposes of this article, the words and phrases set out herein shall have the following meanings:

DWELLING GROUP, COTTAGE: A form of 'Dwelling Group' that features smaller units with shared parking and common open areas within existing low- and medium-density urban residential neighborhoods.

DUPLEX – STACKED: A small (2 to 2.5-story), detached structure that consists of two dwelling units arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house.

DUPLEX – SIDE-BY-SIDE: A small (1 to 2 story), detached structure that consists of two dwelling units arranged side-by-side, each with an entry from the street.

MULTIPLEX: A detached (2 to 2.5-story) structure that consists of 5 to 12 dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street.

TOWNHOUSE: A small- to medium-sized attached structure that consists of 2 to 16 multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard. The street facades have entrances and avoid garages.

SECTION 7

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

Missing Middle Ordinance - Analysis

As described below, Staff proposes the following amendments to incorporate the Ukiah 2040 General Plan Land Use objectives and clarify existing regulations to allow development flexibility:

- Duplexes:* The proposed ordinance clarifies that ‘Duplexes’ are allowed uses not subject to Article 5.2 by inserting an explicit exclusion, like the one already provided for single-family residential units. While SB 9 would allow for the application of “objective design review standards” on this type of residential unit, it is recommended that this form of housing be further streamlined within Ukiah City Code to address ‘Missing Middle’ considerations and increase housing stock diversity across the R1, R2 and R3 zoning districts. It is understood that numerous neighborhoods within Ukiah already feature ‘Duplexes’ interspersed among single-family residences, and while it is still considered a form of multifamily housing, it is an increasingly appropriate way to facilitate infill development. While allowed by right, the duplex is considered a multifamily unit prohibited within UKI Airport Compatibility Zones 1, 1*, 2, & 5, and therefore, duplexes will continue to be prohibited in those zones regardless of the underlying zoning district.
- Low Barrier Navigation Centers:* Low Barrier Navigation Center in Government Code sections 65660-65668 was added in 2019 by AB 101. Low Barrier Navigation Center means a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. The center must be linked to a coordinated entry system regulated by State entities. Pursuant to Government Code section 65662 a Low Barrier Navigation Center development is a use by right in areas zoned for mixed use and nonresidential zones permitting multifamily uses, but are regulated by State. Existing State law declares that Low Barrier Navigation Center developments are essential tools for alleviating the homelessness crisis in this state and are a matter of statewide concern and thus applicable to charter cities. Existing State law, however, repeals these provisions as of January 1, 2027.
- Supportive Housing and Transitional Housing:* These use types were previously listed in Ukiah City Code but require clean-up. Pursuant to Government Code sections 65650 - 65656, supportive housing is a use by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. Transitional housing units are residential uses subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone. Supportive and Transitional housing units are listed as principally permitted in all zoning districts that allow multifamily uses.
- Accessory Carports:* As proposed, accessory carports may be established two feet (2’) into any required setback to facilitate shade coverage for vehicle storage and allow additional area for the construction of residential structures. Similar to other improvements, it will be the responsibility of the property owner to address drainage and storm-water considerations to ensure that it does not trespass onto adjacent properties.

- *Manufactured/Modular Homes*: The City proposes to streamline and clarify language concerning manufactured and modular homes in the R1-R3 zoning districts by removing duplicated provisions. Essentially, existing zoning regulations would no longer repeat information already addressed by the California Building Code. No additional changes being made to the requirements beyond what is mandated by the state code, ensuring consistency with California's standards for construction, safety, and design of manufactured and modular homes.
- *Dwelling Group, Cottage*: Proposed amendments include the addition of a new zoning Article to more effectively regulate Dwelling Groups. In particular, the proposed Article will allow for 'Dwelling Group, Cottage' which is a type of infill development intended to provide small-scale, clustered housing units that are comparable in scale and intensity to single-family residential use, thereby minimizing the impact on adjacent low-density residential uses. As proposed, the minimum parcel size for the 'Dwelling Group, Cottage' shall be nine thousand (9,000) square feet and the total building square footage shall not exceed two thousand seven hundred (2,700) square feet, unless other sizes are allowed by approval of a use permit. More detailed information is contained within Article 5.5, as proposed.
- *Reducing setbacks, lot standards, and parking requirements*: Reduction of existing standards is crucial for facilitating the development of 'Missing Middle' housing in the City of Ukiah. These regulatory adjustments help to create more flexible and affordable housing options by allowing for previously approved densities in the 2040 General Plan to be applied on existing lots, reducing the barriers for property owners and developers to build diverse housing types like duplexes, triplexes, and townhomes. Staff has proposed reductions in these standards to align with existing allowances for accessory dwelling units (ADUs) and nonconforming structures as currently conveyed in various zoning articles, promoting infill development and increasing the availability of moderate-income housing. No setback is reduced by more than 5', although some requirements are consolidated to the least restrictive consideration. These changes aim to support the City's housing goals by creating more opportunities for sustainable, walkable, and diverse neighborhoods while still maintaining consistency with existing regulations.
- *SB 9*: A 2022 state law aimed at increasing housing supply by allowing property owners to subdivide single-family lots and build up to four units, has been incorporated into the City of Ukiah's Missing Middle Housing Ordinance, particularly the R-1 zoning district. While already effective, this integration aligns local zoning regulations with state mandates, facilitating the development of duplexes and small-scale multi-family housing in traditionally single-family neighborhoods. By incorporating SB 9, the City is promoting greater housing diversity and affordability while streamlining the approval process for homeowners and developers. To date, only one SB 9 subdivision has been facilitated by City of Ukiah Community Development and Public Works Departments.
- *Ukiah Municipal Airport Comprehensive Land Use Plan (UKIACLUP)*: Reference is provided to the UKIACLUP to ensure awareness that all development within the R-1, R-2, and R-3 zoning districts comply with the more restrictive standards identified by the UKIACLUP to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning.

- *Mom & Pop*: Allowing "Mom and Pop" grocery stores within the R-1 & R-2 districts as part of the Missing Middle Housing Ordinance is intended to reduce trip generation and create more walkable, neighborhood-friendly environments. These small-scale markets provide convenient access to daily essentials, decreasing the need for car travel and promoting sustainability. "Mom and Pop" grocery stores are already defined within Ukiah's City Code and would be permitted through a discretionary review process, ensuring compatibility with the surrounding neighborhood.
- *Landscaping (R2 & R3)*: Minor updates to the landscaping standards included within the R2 & R3 zoning districts were updated to reflect General Plan goals. Drought resistant and native plants shall constitute the majority of plantings selected for developments that do not comply with the City's Objective Design and Development Standards. Notably, any residential construction that utilizes the City's Objective Design and Development Standards must provide landscaping commiserate with the expectations of the 2040 General Plan.
- *Minor Corrections*: Throughout the proposed ordinance, minor corrections and edits are facilitated, such as updating 'Planning Director' to 'Community Development Director'; or specifying the appropriate permit (Variance) for requested deviations from height or setback requirements rather than a Use Permit, as currently iterated.

The proposed amendments to the Ukiah City Code are strategically aligned with the 2040 Ukiah General Plan, which emphasizes sustainable development, housing diversity, and community resilience. The clarification that duplexes are exempt from specific regulations, akin to single-family residences, facilitates the integration of this 'Missing Middle' housing into established neighborhoods, supporting the General Plan's goals for varied housing options. The proposed updates for Low Barrier Navigation Centers and supportive housing reflect adherence to state legislation and the General Plan's commitment to addressing homelessness and providing transitional housing solutions. Streamlining provisions for manufactured/ modular homes and accessory carports will reduce development constraints, consistent with the General Plan's aim to support residential growth and flexibility. Introducing 'Dwelling Group, Cottage' and reducing setbacks, lot standards, and parking requirements align with the General Plan's vision for compact, walkable neighborhoods and increased housing affordability. Incorporating SB 9 aligns local regulations with state mandates to facilitate multifamily developments within single-family zones, advancing the General Plan's objectives for diverse housing types.

Reference to the Ukiah Municipal Airport Comprehensive Land Use Plan ensures that all development adheres to airport compatibility standards, reflecting the General Plan's emphasis on balanced growth. Additionally, permitting small-scale "Mom & Pop" grocery stores in residential zones supports the General Plan's goal of enhancing neighborhood sustainability and reducing car dependency. Finally, minor corrections throughout the ordinance ensure regulatory consistency and clarity, as well as alignment with the General Plan's overarching vision. Overall, these amendments are designed to operationalize the 2040 General Plan's vision, fostering a more sustainable, diverse, and resilient community.

Exhibit A: Proposed Amendments

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 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 ~~qualities of Ukiah's various neighborhoods~~~~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-four~~ thousand ~~five hundred~~ (64,500) to ten thousand (10,000) square feet in size. This district is consistent with the LDR (low density residential) ~~and RR (rural 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 (ADUs), as regulated by Article 5.3 of this Chapter.

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~~.

Duplex

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 ~~variance or associated~~ 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).

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 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 dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, and single-room occupancies (SRO) etc.) that comply with the design and development standards in Chapter 2, Article 5.2 of this division are permitted by right.

~~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.

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type. (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.

Cottage Dwelling Group, as regulated by Article 5.5 of this Chapter.

Mom and Pop Grocery Store.

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, single-room occupancies (SRO), etc.) 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, and require a Site Development Permit per Article 20 of this Chapter.

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) multi-family dwellings~~ and attached accessory dwelling units, a maximum height of thirty feet (30').
- B. For non-residential 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 exceed the primary residential dwelling unit. The heights of ADUs are subject to Article 5.3 of this Chapter.
- D. The height limits for both dwelling units and non-residential accessory structures may be exceeded with the securing of a variance. ~~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 four~~ thousand (~~46,500~~) net square feet, and the required lot width is ~~sixty forty~~ feet (~~460~~').
- B. Corner Lots: The required site area for corner lots in the R-1 zoning district is ~~six seven~~ thousand (~~76,000~~) net square feet, and the required lot width is ~~seventy sixty~~ feet (~~670~~').
- 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 less than does not already feature residential improvements. ~~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 maintain a balance between open spaces and the efficient use of land, 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-Ten~~ feet (~~150~~') for residences and accessory structures, ~~and twenty five feet (25') for garages.~~
- B. Sides: ~~Ten-Five~~ feet (~~105~~') for residences and ~~five feet (5') for~~ accessory structures.
- C. Rear: ~~Fifteen-Ten~~ feet (~~150~~') 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 yardsetback.
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.

5. Accessory Carports: May be established two feet (2') into any required setback. (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~~One (1) 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 & ALLOWANCES

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.

B. Effective January 1, 2022, Government Code § 65852.21 and § 66411.7 (enacted by Senate Bill 9, Statutes 2021) require local agencies to provide ministerial review, without discretion or hearing, of proposed two-unit housing developments and urban lot splits if the housing development or subdivision is within a single-family residential zone and a U.S. Census designated urbanized area or urban cluster and meets certain requirements. The purpose of this sub-section is to establish the applicability of Government Code § 65852.21 and § 66411.7.

1. Maximum Number of Units on a Parcel Created by an SB 9 Urban Lot Split (Government Code § 66411.7)

- a) No more than two dwelling units may be permitted on any lot created through an urban lot split.
- b) If a proposed SB 9 Urban Lot Split does not include a housing development at the time of the lot split, a note shall be recorded on the Parcel Map limiting future residential development to two dwelling units in accordance with this policy.
- c) If a proposed SB 9 Urban Lot Split requests to subdivide a vacant parcel, the owner occupancy period begins once a unit is finished and livable.

2. Maximum Number of Units on a Lot Not Created by an SB 9 Urban Lot Split (Government Code § 66411.7)

1. Up to two primary dwelling units, including existing dwelling units on a parcel and units created pursuant to Government Code § 65852.21 may be permitted.

C, Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-1 district must comply with the more restrictive standards identified by Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning. (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 Community Development 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 Community Development 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 Community Development 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 4. REGULATIONS IN MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICTS¹

SECTION:

- §9030 Purpose ~~And~~ Intent
- §9031 Allowed Uses
- §9032 Permitted Uses
- §9033 Building Height Limits
- §9034 Required Site Area
- §9035 Required Yard Setbacks
- §9036 Required Parking
- §9037 Additional Requirements
- §9038 Determination ~~Of~~ Appropriate Use

§9030 PURPOSE AND INTENT

The Medium Density Residential Zoning District is intended to provide land area and opportunities for a range of densities and a variety of housing types, including single-family and multiple-family residential development, and townhomes. ~~The maximum density is one to fifteen (15) dwelling units per acre of land.~~ The R-2 district is also intended to provide for a compatible mix of medium density residential, educational, religious, quasi-medical, and small professional office land uses. The R-2 zoning district is consistent with the MDR (medium density residential) general plan land use designation. (Ord. 1001, §1, adopted 1998; Ord. 1189, §1, adopted 2018; Ord. 1216, §2, adopted 2021)

§9031 ALLOWED USES

The following uses are allowed in Medium Density Residential (R-2) Districts:

Accessory buildings and accessory uses.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

Community care facility, which provides service for six (6) or fewer persons. ~~(maximum clients—six (6)).~~

Duplex

Home occupations (as defined in section 9278 of this code).

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

Low Barrier Navigation Center, as regulated per AB 101 (2019) until January 1, 2027, and as of that date is repealed.

Single-family dwellings, including manufactured/modular homes, ~~transitional housing, and supportive housing.~~
~~Manufactured/modular homes shall comply with the additional development standards set forth in section 9037 of this Code.~~

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling groups, and single-room occupancies (SRO), etc.) ~~Multiple family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartment houses, transitional housing, supportive housing, single room occupancies (SROs), and rooming or boarding houses).~~ Multiple family dwellings that comply with the design and development standards in Chapter 2, Article 5.2 of this division are permitted by right.

Small and large family child daycare homes.

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type (Ord. 1001, §1, adopted 1998; Ord. 1047, §1, adopted 2003; Ord. 1205, §6, adopted 2020; Ord. 1216, §2, adopted 2021)

§9032 PERMITTED USES

The following uses may be permitted in Medium Density Residential (R-2) Zoning Districts subject to first securing a use permit:

Accredited public or private schools.

Bed and breakfast establishments.

Churches, chapels, and other places of religious assembly.

Community care facility for more than six (6) persons, but not more than twelve (12) persons.

Dwelling groups that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and require a Site Development Permit per Article 20 of this Chapter.

Mom and Pop Grocery Store

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling groups, single-room occupancies (SRO), etc.) that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and require a Site Development Permit per Article 20 of this Chapter. Multiple-family dwellings that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division.

Outdoor sales establishment.

Parks, community gardens, and playgrounds.

Professional office ~~converted from a single family residence.~~

Rest homes, convalescent services, and other residential medical facilities.

~~Single family dwelling on a three thousand (3,000) square foot lot (one side zero lot line and one side five foot (5') setback; provided, that zero lot lines are contiguous).~~

Social halls, lodges, public buildings, and places of temporary public assembly.

Temporary uses meeting the purpose and intent of the R-2 zoning district. The temporary use shall be for a maximum period of six (6) months, and shall be subject to permit renewal/time extension at the discretion of the Community Development Planning Director. (Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)

§9033 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in Medium Density Residential (R-2) Districts:

A. For main buildings a maximum height of thirty-five feet (35').

B. For non-residential 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 main buildings and accessory structures may be exceeded with the securing of a ~~use-permit~~ Variance.

D. The heights of ADUs are subject to Article 5.3 of this Chapter.-(Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)

§9034 REQUIRED SITE AREA

In Medium Density Residential (R-2) Districts there is no required building site area. (Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)

§9035 REQUIRED YARD SETBACKS

In Medium Density Residential (R-2) Districts, yards shall be required in the following minimum widths, as measured from the street right-of-way:

A. Front:

~~1. Single Family Dwellings: Fifteen feet (15') for primary and accessory structures, and twenty five feet (25') for garages.~~

~~2. Multiple Family Dwellings: Ten feet (10') for multiple family primary and accessory structures, and twenty five feet (25') for garages.~~

B. Sides:

~~1. Single Family Dwellings: Ten feet (10'), except as provided in section 9032 of this code.~~

~~2. Multiple Family Dwellings: Five feet (5'), for multiple family dwellings~~ except for those ~~multiple family~~ projects that comply with all the design and development standards set forth in Chapter 2, Article 5.2 of this division.

C. Rear:

~~1. Single Family Dwellings: Ten feet (10').~~

~~2. Multiple Family Dwellings, Single-story: Ten feet (10').~~

~~3. Multiple Family Dwellings, Multi-Story: Fifteen feet (15').~~

~~Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply.~~

D. Corner Lots: On corner lots, there shall be a front setback line of ten feet (10') on each street side of a corner lot.

E. Special Yards And Distances Between Buildings: Minimum widths shall be as follows:

~~1. 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 distance between any structures in any dwelling group shall be a minimum of ten feet (10') for single story and multi story structures.~~

~~2. Any side yard providing vehicular access to single row dwelling groups shall have a minimum width of twenty feet (20') for one way access and twenty five feet (25') for dual access.~~

~~3. Any inner court providing vehicular access to double row dwelling groups shall have a minimum width of twenty feet (20'), and a minimum width of twenty four feet (24') if bordered by parking stalls. (Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)~~

§9036 REQUIRED PARKING

A. The minimum parking area required in Medium Density Residential (R-2) Districts is as follows:

1. Single-Family Dwelling: ~~Two~~ One (1) on-site parking spaces per unit.

2. Duplex: One ~~and one half (1.5)~~ on-site parking spaces per unit.

3. Multiple-Family Dwelling: One (1) on-site parking space per unit.

4. 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 off-street parking space or garage space for multiple-family residential uses shall be a minimum of nine feet (9') in width and nineteen feet (19') in depth. Thirty percent (30%) of the parking stalls in a parking lot with ten (10) or more stalls shall be compact sized (eight feet (8') in width and sixteen feet (16') in length).

C. Each required off-street parking space or garage space for multiple-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.

E. Relief from the parking requirements in the R-2 zoning district may be approved through the discretionary review process, provided a finding is made that a reduced number of spaces would not adversely impact the health, safety, or general welfare of the public. (Ord. 1001, §1, adopted 1998; Ord. 1216, §2, adopted 2021)

§9037 ADDITIONAL REQUIREMENTS

A. A site development permit is required for development of more than a single duplex. However, multiple-family residential projects described in section 9031 of this code that are in compliance with the design and development standards set forth in Chapter 2, Article 5.2 of this division are exempt from this requirement.

B. Manufactured homes certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC section 5401 et seq.) are allowed 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 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.

C. All development projects that are not multiple-family residential projects, or that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:

- a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Drought resistant and native plants shall constitute the majority of the plantings selected. Native species are strongly encouraged.

- b. Deciduous trees shall constitute the majority of the trees proposed along the south and west building exposures; non-deciduous street species shall be restricted to areas that do not inhibit solar access.

- c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.

- d. Parking lots shall have a perimeter planting strip ~~with both~~ featuring drought resistant trees and shrubs.

e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities within landscaped areas and/or separated from automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right-of-way if the location is approved by the City Engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel unless, based upon the small size of a parcel, it would be unreasonable and illogical. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for residential development projects shall be adequately maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The [Community Development Planning](#) Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

D. Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-2 district must adhere to the more restrictive criteria identified by Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning (Ord. 1001, §1, adopted 1998; Ord. 1168, §3, adopted 2016; Ord. 1216, §2, adopted 2021).

§9038 DETERMINATION OF APPROPRIATE USE

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-2 Zoning District, the [Community Development Planning](#) Director shall determine whether the use is appropriate for the Zoning District, either as of right or subject to a use permit. In making this determination, the [Community Development Planning](#) Director shall find as follows:

A. That the use would not be incompatible with other existing or allowed uses in the R-2 Zoning District;

B. That the use would not be detrimental to the continuing residential development of the area in which the use would be located; and

C. That the use would be in harmony and consistent with the purpose of the R-2 Zoning District.

D. 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 [Community Development Planning](#) Director shall find that the proposed use is similar in nature and intensity to the uses listed as allowed uses. (Ord. 1001, §1, adopted 1998)

¹ Ord. 793, §2, adopted 1982; rep. by Ord. 1001, §1, adopted 1998.

ARTICLE 5. REGULATIONS IN HIGH DENSITY RESIDENTIAL (R-3) DISTRICT¹

SECTION:

- §9045 Purpose ~~And &~~ Intent
- §9046 Allowed Uses
- §9047 Permitted Uses
- §9048 Building Height Limits
- §9049 Required Site Area ~~For Mobile Home Parks~~
- §9050 Required Yard Setbacks
- §9051 Required Parking
- §9052 Additional Requirements
- §9053 Determination ~~Of of~~ Appropriate Use

§9045 PURPOSE AND INTENT

The purpose of the R-3 zoning district is to implement the general plan policies for high density residential areas as a transition zone between low and medium density residential and commercial land uses with the emphasis upon residential uses. It is intended to provide opportunities for a mix of multiple-family residential development and low intensity commercial land uses. The R-3 zoning district is consistent with the HDR (high density residential) general plan land use designation. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)

§9046 ALLOWED USES

The following uses are allowed in High Density Residential (R-3) Districts:

Accessory buildings and accessory uses. This shall not be construed as permitting any business use or occupation other than those specifically listed herein.

Accessory Dwelling Units (ADUs), as regulated by Article 5.3 of this Chapter.

Community care facility, which provides service for six (6) or fewer persons, ~~with the residents and operators of the facility being considered a family.~~

Duplex

Home occupations (as defined in section 9278 of this chapter).

Junior Accessory Dwelling Units (JADUs), as regulated by Article 5.4 of this Chapter.

Low Barrier Navigation Center, as regulated per AB 101 (2019) until January 1, 2027, and as of that date is repealed

~~Public or private parking lots for automobiles, when the property is adjacent to any C N, C 1, or C 2 district, or if required to accompany any new land use.~~

Single-family dwellings, including manufactured/modular homes, transitional housing, and supportive housing. Manufactured/modular homes shall comply with the additional development standards in section 9052 of this code.

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, and single-room occupancies (SRO), etc.s) ~~Multiple-family dwellings (i.e., duplexes, triplexes, fourplexes, condominiums, apartments, transitional housing, supportive housing, single room occupancies (SROs), and rooming or boarding houses). Multiple family dwellings~~ that comply with the design and development standards in Chapter 2, Article 5.2 of this division are permitted by right.

Small and large family daycare homes.

Supportive housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type.

Transitional housing, subject to the same density limitations and to the same regulations applicable to other residential dwellings of the same type (Ord. 1001, §1, adopted 1998; Ord. 1047, §1, adopted 2003; Ord. 1205, §7, adopted 2020; Ord. 1216, §3, adopted 2021)

§9047 PERMITTED USES

The following uses may be permitted in High Density Residential (R-3) Districts subject to first securing a use permit:

Barbershops, beauty shops.

Churches, chapels, and other places of religious assembly.

Coin-operated laundromat.

Dwelling groups, as regulated by Article 5.5 of this Chapter.

Florist.

Hotels, motels, and bed and breakfast establishments.

Mobile home parks.

~~"Mom and pPop" convenience~~ grocery stores, delicatessens, bakeries, and coffee shops.

Multiple-family dwellings (i.e. triplexes, fourplexes, multiplex, condominiums, apartments, townhomes, courtyard building, cottage court, dwelling-groups, single-room occupancies (SRO), etc.) that do not comply with the design and development standards set forth in Chapter 2, Article 5.2 of this division, and require a Site Development Permit per Article 20 of this Chapter.
~~Multiple-family dwellings that do not comply with the design and development standards in Chapter 2, Article 5.2 of this division.~~

Nursery schools.

Parks, community gardens, and playgrounds.

Professional offices.

Public buildings.

Public or private parking lots for automobiles

Rest homes, hospitals, pharmacies, and community care facilities serving more than six (6) persons, but not more than twelve (12) persons.

Video rentals/sales. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)

§9048 BUILDING HEIGHT LIMITS

The following shall be the maximum limits for height of buildings in High Density Residential (R-3) Districts:

A. For main buildings a maximum height of fifty feet (50'), unless abutting an R-1 or R-2 lot in which case a maximum height of thirty-five feet (35').

B. For accessory buildings, a maximum height of thirty feet (30') or the maximum height of the main building whichever is less. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)

§9049 REQUIRED SITE AREA FOR MOBILE HOME PARKS

A. In High Density Residential (R-3) Districts there is no required building site area.

~~B. The required building site area for each mobile home park shall be a minimum of two (2) acres. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)~~

§9050 REQUIRED YARD SETBACKS

In High Density Residential (R-3) Districts, yards shall be required in the following minimum widths, except as provided in section 9032 of this code:

A. Front:

~~1. Single Family Dwellings: Fifteen feet (15') for dwellings and accessory structures, and twenty five feet (25') for garages.~~

~~2. Multiple Family Dwellings: Ten feet (10') for multiple-family dwellings, and accessory structures, and twenty five feet (25') for garages.~~

B. Sides: Five feet (5'), except for those multiple-family dwelling projects that comply with all the design and development standards in Chapter 2, Article 5.2 of this division.

C. Rear:

~~1. Single Family Dwellings: Ten feet (10').~~

~~2. Multiple Family Dwellings, Single Story: Ten feet (10').~~

~~3. Multiple Family Dwellings, Multi Story: Fifteen feet (15').~~

D. Corner Lots: On corner lots, there shall be a front setback line of ten feet (10') on each side of the property facing a street.

~~Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply.~~

E. Special Yards and Distances Between Buildings: Minimum widths shall be as follows:

~~1. The distance between any structures in any dwelling group shall be a minimum of ten feet (10').~~

~~2. Except in cases where fifty percent (50%) of the same side of the block is already built out, then the average setback shall apply. Any side yard providing vehicular access to single row dwelling groups shall have a minimum width of twenty feet (20') for one way access and twenty five feet (25') for dual access.~~

~~3. Any inner court providing vehicular access to double row dwelling groups shall have a minimum width of twenty feet (20'), and a minimum width of twenty four feet (24') if bordered by parking stalls. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)~~

§9051 REQUIRED PARKING

A. The minimum parking area required in High Density Residential (R-3) Districts is as follows:

1. Single-Family Dwelling: ~~Two~~ One (1) on-site parking spaces per unit.

2. Duplex: One ~~and one half (1.5)~~ on-site parking spaces per unit.

3. Multiple-Family Dwelling: One (1) on-site parking space per unit.

4. 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 off-street parking space or garage space for multiple-family residential uses shall be a minimum of nine feet (9') in width and nineteen feet (19') in depth. Thirty percent (30%) of the parking stalls in a parking lot with ten (10) or more stalls shall be compact sized (eight feet (8') in width and sixteen feet (16') in length).

C. Each required off-street parking space or garage space for multiple-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.

E. Relief from the parking requirements in the R-3 zoning district may be approved through the discretionary review process, provided a finding is made that a reduced number of spaces would not adversely impact the health, safety, and general welfare of the public. (Ord. 1001, §1, adopted 1998; Ord. 1216, §3, adopted 2021)

§9052 ADDITIONAL REQUIREMENTS

~~A. All new construction, exterior modifications to existing buildings or on-site work shall require a site development permit pursuant to subsection 9261B of this code, excluding multiple-family residential projects, as described in section 9046 of this code, that comply with the design and development standards in Chapter 2, Article 5.2 of this division.~~

BA. Manufactured homes certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC section 5401 et seq.) are allowed 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 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.

CB All development projects that are not multiple-family residential projects, or do not comply with the design and development standards in Chapter 2, Article 5.2 of this division, and that require discretionary review, shall include a proposed landscaping plan commensurate with the size and scale of the proposed development project. Landscaping plans shall be submitted as a required component of all site development and use permits at the time of application filing.

1. All proposed landscaping plans shall comply with the following standards:

- a. Landscape plantings shall be those which grow well in Ukiah's climate without extensive irrigation. Drought resistant and native plants shall constitute the majority of the plantings selected. Native species are strongly encouraged.
- b. Deciduous trees shall constitute fifty-one percent (51%) of the trees proposed along the south and west building exposures; non-deciduous street species shall be restricted to areas that do not inhibit solar access.
- c. Parking lots with twelve (12) or more parking stalls shall have a tree placed between every four (4) parking stalls within a continuous linear planting strip rather than individual planting wells, unless clearly infeasible. Parking lot trees shall primarily be deciduous species, and shall be designed to provide a tree canopy coverage of fifty percent (50%) over all paved areas within fifteen (15) years of planting. Based upon the design of the parking lot, a reduced number of trees may be approved through the discretionary review process.
- d. Parking lots shall have a perimeter planting strip ~~with both~~ featuring drought resistant trees and shrubs.
- e. Parking lots with twelve (12) or more parking stalls shall have defined pedestrian sidewalks or marked pedestrian facilities of no less than three feet (3') in width within landscaped areas and/or separated from

automobile travel lanes. Based upon the design of the parking lot, and the use that it is serving, relief from this requirement may be approved through the discretionary review process.

f. Street trees may be placed on the property proposed for development instead of within the public right-of-way if the location is approved by the City Engineer, based upon safety and maintenance factors.

g. All new developments shall include a landscaping coverage of twenty percent (20%) of the gross area of the parcel, unless based upon the small size of a parcel as determined by the Planning Director. A minimum of fifty percent (50%) of the landscaped area shall be dedicated to live plantings.

h. Landscaping plans shall include an automatic irrigation system and lighting plan.

i. All required landscaping for commercial development projects shall be maintained.

j. All healthy existing mature trees on development project sites shall be preserved and incorporated into the proposed landscaping plan, if feasible.

k. The Community Development Planning Director, Zoning Administrator, Planning Commission, or City Council shall have the authority to modify the required elements of a landscaping plan depending upon the size, scale, intensity, and location of the development project.

C. Ukiah Municipal Airport Comprehensive Land Use Plan: As applicable, all development within the R-3 district must adhere to the more restrictive criteria identified by Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) to ensure compliance with the procedures and criteria applicable to airport land use compatibility planning (Ord. 1001, §1, adopted 1998; Ord. 1168, §3, adopted 2016; Ord. 1216, §3, adopted 2021)

§9053 DETERMINATION OF APPROPRIATE USE

Whenever a use is not listed in this Article as a use permitted as of right or a use subject to a use permit in the R-3 Zoning District, the Community Development Planning Director shall determine whether the use is appropriate for the Zoning District, either as of right or subject to a use permit. In making this determination, the Community Development Planning Director shall find as follows:

A. That the use would not be incompatible with other existing or allowed uses in the R-3 Zoning District;

B. That the use would not be detrimental to the continuing residential development of the area in which the use would be located; and

C. That the use would be in harmony and consistent with the purpose of the R-3 Zoning District.

D. 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 Community Development Planning Director shall find that the proposed use is similar in nature and intensity to the uses listed as allowed uses. (Ord. 1001, §1, adopted 1998)

¹ Ord. 793, §2, adopted 1982; Ord. 817, §1, adopted 1983; Ord. 827, §1, adopted 1984; rep. by Ord. 1001, §1, adopted 1998.

PROPOSED - ARTICLE 5.5 REGULATIONS FOR DWELLING GROUPS

SECTION:

§9058 Purpose

§9058.1 Applicability

§9058.2 Permit Requirements

§9058 PURPOSE

This Article implements the provisions of the General Plan Housing Element that encourage new types of housing that meet a wide variety of needs and encourage infill projects on underutilized urban land. As defined, ‘Dwelling Groups’ is a group of three or more single-family residences or two or more detached duplex buildings, apartments, condominiums, and occupying a parcel of land in the same ownership and having any yard or court in common.

Cottage dwelling groups are a type of infill development intended to provide small-scale, clustered housing units that are comparable in scale and intensity to single-family residential use, thereby minimizing the impact on adjacent low-density residential uses.

§9058.1 APPLICABILITY

This section applies to dwelling groups where allowed or permitted.

1. Dwelling groups are considered a form of multi-family housing. Within the R2 (Medium Density Residential) and R3 (High Density Residential) Zoning Districts, Dwelling Groups are an allowed use if adhering to Article 5.2 (Objective Design and Development Standards for New Residential Construction).
2. Dwelling groups must meet the development criteria of the base zone.
3. Cottage dwelling groups are permitted in the R1 (Low Density Residential) Zoning District. Cottage dwelling groups must meet the development criteria of the base zone, as well as the additional standards and exceptions outlined below.
 - a. Cottage dwelling groups may not be located on any parcel already containing an accessory dwelling unit, junior accessory dwelling unit, or developed with a duplex, triplex, apartment, or condominium. A parcel containing a single-family residence may be developed as a cottage dwelling group only if the single-family residence is included in the total floor area allowance below.
 - b. Occupancy. Dwelling groups may not be rented on a transient basis (periods less than thirty (30) days).
 - c. Siting Requirements.
 - i. Airport Compatibility. The proposed site shall not be located on any parcel that features airport compatibility Zones 1 (Runway Protection Zone), 2 (Inner Approach/Departure Zone), 3 (Inner Turning Zone) or 5 (Sideline Zone).
 - ii. Minimum parcel size. The minimum parcel size shall be nine thousand (9,000) square feet.
 - iii. Setbacks. Cottage housing developments shall meet the required front and side yard setbacks of the base zone. Rear yard setbacks shall be a minimum of ten feet (10').
 - d. Parking. One (1) reserved space per unit, and (1) guest parking space for every 3 units or portion thereof.
 - e. Accessory structures that serve on-site users and are subordinate in use and scale to the cottages (e.g. accessory storage, garages, etc.) are allowed subject to setback requirements for accessory structures.

- f. Design and Development Standards. Cottage housing developments shall be subject to design review and site plan approval and meet the following additional standards and exceptions:
 - i. Density. On parcels that meet the minimum parcel size, the maximum density shall be one (1) cottage per every two thousand five hundred (2,500) square feet of lot area. When calculating the number of units allowed, fractional units shall be rounded down to the nearest whole number.
 - ii. Size. The total building square footage shall not exceed two thousand seven hundred (2,700) square feet, unless other sizes are allowed by approval of a use permit.
- g. Site Layout.
 - i. Common Open Space. Common open space shall be one (1) or more areas that are designed and maintained for recreation, gardening, and similar activities open to all residents. Common open space shall total at least two hundred (200) square feet per unit, of which up to sixty (60) square feet may be private.
 - 1. Cottages should generally be no more than twenty-five feet (25') from the common open area, measured from the facade of the cottage to the nearest delineation of the common open area.
 - 2. Orientation. Dwelling units shall be clustered around common open space that is not separated with fencing. Each unit shall have a primary entry and covered porch, generally oriented towards the common open space. Front porches are encouraged.

§9058.2 PERMIT REQUIREMENTS

All cottage housing developments are subject to a Use Permit within the R1 zoning district. A Site Development Permit is required for any 'Dwelling Group' in the R2 and R3 zoning districts that does not comply with the design and development standards as required by Chapter 2, Article 5.2.

ARTICLE 21: DEFINITIONS

SECTION:

- §9275 Purpose
- §9276 Application
- §9277 Terminology
- §9278 Definitions

§9278 DEFINITIONS

A. Any words or phrases not defined within this article shall be defined as set forth in current dictionaries. If no dictionary defines a particular term, the **Community Development ~~City Planning~~** Director shall have the authority to define the term or equate it to a defined term that is similar in nature.

B. For purposes of this article, the words and phrases set out herein shall have the following meanings

Dwelling Group, Cottage: A form of 'Dwelling Group' that features smaller units with shared parking and common open areas within existing low- and medium-density urban residential neighborhoods.

Duplex - Stacked: A small (2 to 2.5-story), detached structure that consists of two dwelling units arranged one above the other, each with an entry from the street. This type has the appearance of a small-to-medium single-unit house

Duplex – Side-by-Side: A small (1 to 2-story), detached structure that consists of two dwelling units arranged side-by-side, each with an entry from the street.

Townhouse: A small-to medium-sized attached structure that consists of 2 to 16 multi-story dwelling units placed side-by-side. Entries are on the narrow side of the unit and typically face a street or courtyard. The street façades have entrances and avoid ~~garages.~~



Missing Middle Ordinance 2040 Ukiah General Plan – Implementation

City of Ukiah
Department of Community Development
Planning Division

10/02/2024

Missing Middle



Duplex Stacked



Dwelling Group



Multi-Plex

Missing Middle



Duplex Side by
Side

Multiplex

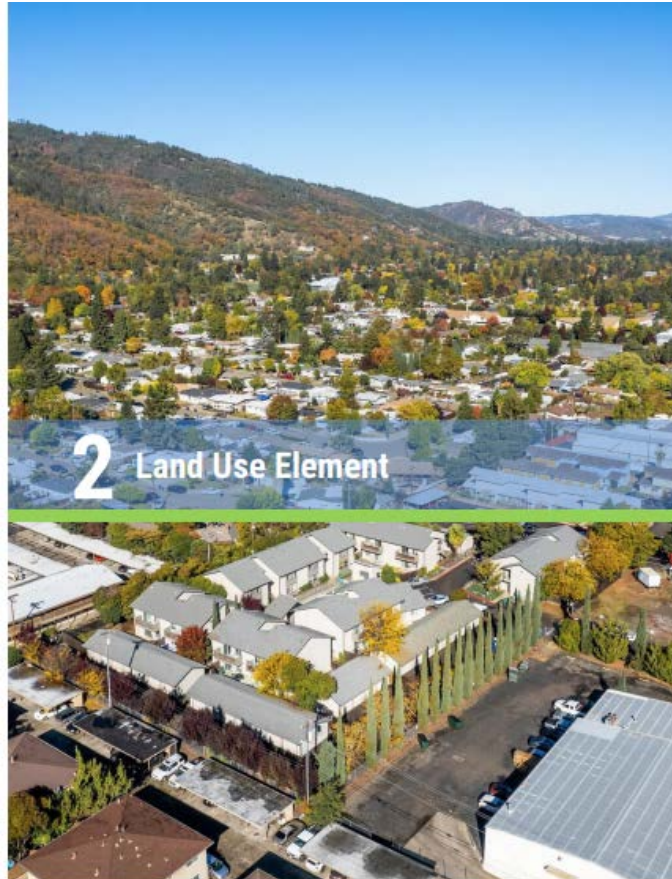


FourPlex

Mom & Pop
Grocery



Ukiah General Plan – Land Use Element

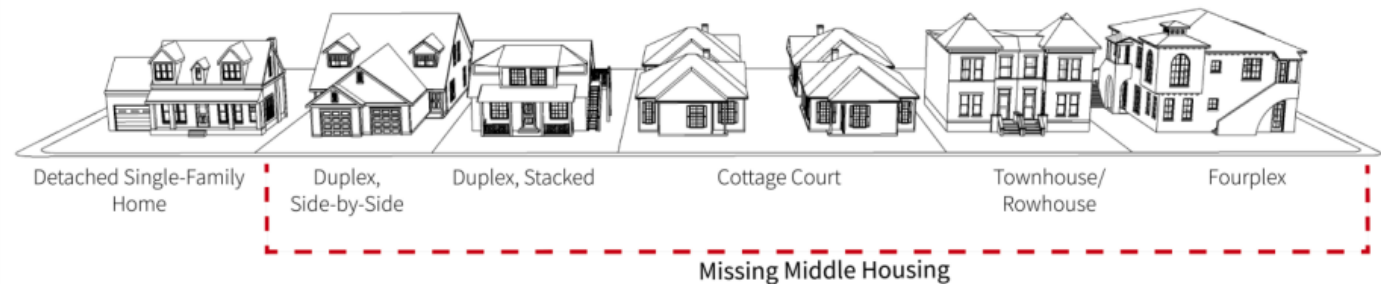


2.4 Missing Middle Housing

Meeting the Housing Needs of Ukiah

While housing and residential neighborhoods form the fabric that makes the City a cohesive community, finding a place to call home in Ukiah can sometimes be challenging. The City is not affordable for some prospective residents, and the range of housing types and sizes to accommodate varied households is limited. The domination of single-family neighborhoods and the trend towards building single-family homes geared toward higher-income earners has further contributed to the housing issues in the City.

These housing issues are not unique to Ukiah and are seen throughout many communities in California. The State of California has been working with communities to help meet the number and affordability of housing units needed in the State. As part of the Housing Element process, the State dictates the number of units, at a variety of income levels, for which each region must plan. For Ukiah, this covers the sixth cycle housing element which covers an eight-year cycle (2019-2027).



City of Ukiah – Housing Strategy

Housing Strategy (2017)

- Affordable Housing Strategy
- Middle Income Housing Strategy

**Housing
Element
(2019)**

1. By Right Residential Uses in Commercial
2. Objective Design & Development Standards
3. Reduced Setbacks, Parking, Site Area (2021)

City of Ukiah – Housing Updates (2024)

1

Lot Line Adjustment (2024)

Creates flexibility to more easily adjust lot lines to better utilize underdeveloped lots.

2

Accessory Dwelling Units (2020; 2024)

Allows for additional capacity in existing neighborhoods; tailored to Ukiah but does leverage State regulations.

3

Missing Middle (2024)

Allows for Duplexes, Reduced Setbacks (R1-R3), 'Mom & Pop Grocery Store', codifies SB 9, and fulfills 2040 UKGP.

Traditional Development Pattern – School Street



1885

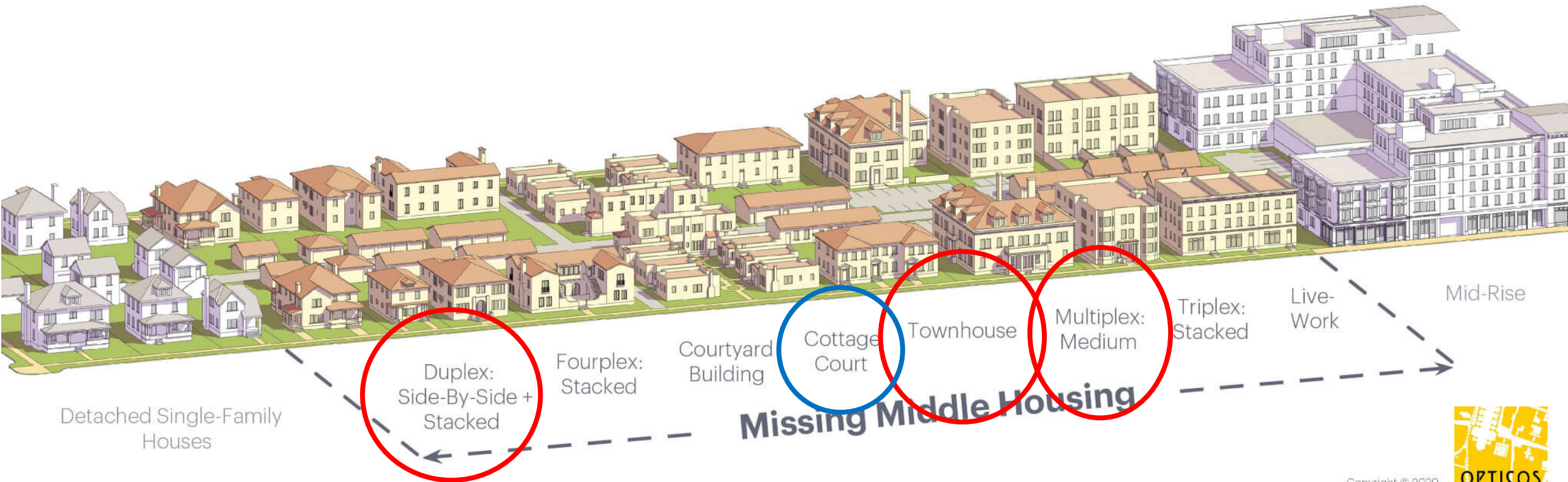


1920

1930



Visualizing & Defining Missing Middle



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Overview

- Dwelling Groups
 - New UCC Article
- Development Standards
 - Setbacks; Lot Size; Parking
- Improved Readability
 - Reduce Duplication
- State Law Compliance
 - SB9; SB 1395; AB 101
- UKIALUCP Reference
- 'Mom & Pop' Grocery Stores

Recommendation

Introduction of an Ordinance, by Title Only,
Amending and Adding Various Sections of the Ukiah
City Code to More Effectively Regulate 'Missing
Middle Housing' Consistent with the Land Use
Element of the Ukiah 2040 General Plan



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Consider Adoption of a Resolution Approving the Submittal of a CDBG Application in Response to the 2024 State Community Development Block Grant Program Notice of Funding Availability; 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. 2024_CDBG_NOFA
2. LocalAppPublicNotice
3. Local_App_2024
4. LocalApp_PlanningStudy
5. LocalApp_FTHB_Program
6. Resolution

Summary: Council will conduct a Public Hearing to consider adoption of a Resolution approving the submittal of a CDBG Application in response to the 2024 State Community Development Block Grant Program Notice of Funding Availability; and approve corresponding budget amendments if awarded funding for the application.

Background: On August 30, 2024, the California Department of Housing and Community Development (HCD) released a 2024 Notice of Funding Availability (NOFA) for approximately \$34 million in federal funds for the state Community Development Block Grant (CDBG) program (Attachment 1). The objectives of the CDBG program are to develop viable communities through the provision of decent affordable housing and a suitable living environment, and to expand economic opportunities, principally for the benefit of Low- and Moderate-Income (LMI) persons, families, households, and neighborhoods.

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 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 process for the 2023 and 2024 NOFAs. 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 Program Income-Only Business Assistance Program (approved by the City Council for submittal to HCD through Resolution 2024-38 on August 21, 2024), a "Fire Station Feasibility Study and Assessment," to assist the Ukiah Valley Fire Authority with the goal of establishing one or two new fire stations in Ukiah or in adjacent census tract block groups of the Ukiah Valley, and a First-Time Homebuyer (FTHB) Program to assist LMI individuals and families with the purchase of homes in the Ukiah city limits.

The FTHB program was proposed partially in response to citizen comments at the February 12 meeting- specifically, that financial assistance for the purchase of homes is in high demand in the Ukiah area. Community Development Department Staff also proposed the FTHB program to be responsive to direction within the City's 2019-2027 Housing Element, as noted below.

- Goal H-2: *Expand housing opportunities for all economic segments of the community, including special needs populations.*
- Policy 2-6: *Expand affordable housing opportunities for first time homebuyers.*
- Implementing Program 2j: *First Time Homebuyer Assistance. The City of Ukiah [is to] offer assistance to eligible first-time homebuyers to purchase new or existing single-family or condominium units in the city. The program utilizes a combination of HOME, CalHome, CDBG, and/or other resources as they become available- through the Ukiah Housing Trust Fund.*

The fire station feasibility study was proposed due to the Ukiah Valley Fire Authority's (UVFA) South Station and North Station surpassing their useful life spans and the limitations posed by the Stations due to expanding staffing and equipment needs.

Discussion: Local applications submitted for a "Fire Station Feasibility Study and Assessment" (Attachment 4) and a First-Time Homebuyer Program (Attachment 5) met CDBG eligibility requirements and are consistent with the goals of the Ukiah Valley Fire Authority, the City's 2024-2025 Capital Improvement Plan, and the City's 2019-2027 Housing Element.

Staff Recommendation to Council

The following is requested and is included in the attached Resolution (Attachment 6):

City of Ukiah Fire Station Feasibility Study and Assessment - up to \$300,000 (activity funds only)
City of Ukiah First-Time Homebuyer Program - up to \$1,500,000 (includes activity, activity delivery, and general administration funds)

To proceed with this recommendation, staff requests that Council 1) conduct a Public Hearing; 2) adopt the Resolution in Attachment 6; and 3) approve any corresponding budget amendments if awarded funding for the application.

Recommended Action: Conduct a Public Hearing to consider adoption of a Resolution approving the submittal of a CDBG Application in response to the 2024 State Community Development Block Grant Program Notice of Funding Availability; and approve corresponding budget amendments if awarded funding for the application.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A (\$1,800,000 in CDBG grant funds if awarded)

FINANCING SOURCE: State CDBG Program grant funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Andrea Trincado, Grants Manager; Craig Schlatter, Community Development Director; and Douglas Hutchison, Fire Chief

DIVERSITY-EQUITY INITIATIVES (DEI): 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):GP-A8 - Housing Element (2019-2027)L Goal H-2, Policy 2-6, and Implementing Program 2j.

Approved:


Sage Sangiacomo, City Manager

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE

651 Bannan Street, 7th Floor
 Sacramento, CA 95811
 (916) 263-2771
www.hcd.ca.gov



August 30, 2024

MEMORANDUM FOR: All Potential Applicants

FROM: Jenny Cho, Deputy Director
 Division of Federal Financial Assistance

**SUBJECT: 2024 Community Development Block Grant
 Program Notice of Funding Availability**

The California Department of Housing and Community Development (Department) is announcing the release the 2024 Notice of Funding Availability (NOFA) for approximately \$34 million in federal funds for the Community Development Block Grant (CDBG) program.

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.

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 cdbq@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 cdbq@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 2024 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](#)

651 Bannon Street, 7th Floor, Sacramento, CA 95811

Email: cdbg@hcd.ca.gov

August 30, 2024

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I. Overview

A. Notice of Funding Availability

The California Department of Housing and Community Development (Department) announces the availability of approximately \$34 million in funding available through the federal Small Cities Community Development Block Grant Program (CDBG) for the 2024 funding year.

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 socioeconomic 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 per [42 U.S.C. §5302\(a\)](#), [24 CFR Part 570](#) and the [State CDBG Guidelines](#).

B. Estimated Timeline

CDBG NOFA Releases	August 30, 2024
Submission Portal for All Applications Opens	October 29, 2024, at 9AM P.D.T.
Application for Competitive Solicitation Closes	December 30, 2024, at 3PM P.D.T.
Application for OTC Solicitation Deadline	When funds are exhausted or December 30, 2024, at 3PM P.D.T., whichever comes first
Contract Execution for Competitive Applications	May 2025

Contract Execution for OTC Applications	Rolling basis starting May 2025
Expenditure Deadline	2 years, 9 months from contract execution

Applications submitted before the application open date or after the respective closing date or deadline 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 this NOFA is undersubscribed, unawarded funds may be made available under a subsequent NOFA. If funds become disencumbered between this NOFA release and the application deadline, the disencumbered funds may be made available under this NOFA or any subsequent NOFA's, at the department's discretion. If disencumbered funds exceed applications, the disencumbered funds will be made available under a subsequent NOFA.

C. What is new in this NOFA

1. A comprehensive list of eligible activities under this NOFA can be found here: [IDIS CDBG Matrix Code/National Objective Table](#).
2. Public Service and Planning activities are eligible under a Competitive Application process.
3. Housing Program and Economic Development Program activities are eligible under an Over-The-Counter application process.
4. Economic Development Programs and Housing Programs with multiple activity types (e.g., ED Assistance to For-Profits and Micro-Enterprise Assistance or Homeownership Assistance and Housing Rehabilitation) will be considered as a single application and, if awarded, will be funded under a single Standard Agreement.
5. Maximum number of applications a jurisdiction can apply for has **increased** from one (1) application in the 2023 NOFA Amendment #1 to three (3) applications in this 2024 NOFA and are as follows:
 - 1 OTC Project + 1 OTC Program + 1 Competitive **-OR-**
 - 1 OTC Project + 2 Competitive **-OR-**
 - 1 OTC Program + 2 Competitive.

****Note:** 2 OTC Project, 2 OTC Program, or 3 Competitive applications are **NOT** allowed.

6. Funding limits have been updated as follows:

- i) Total grant award for all activities combined per jurisdiction shall not exceed \$3.6 million.
- ii) Competitive Applications shall not exceed \$300,000.
- iii) OTC Project application limit shall not exceed \$3.3 million.
- iv) OTC Program application limit shall not exceed \$1.5 million.

7. Application Process

- i) A complete application consists of:

a. One Main Application **-AND-**

b. One Sub Application **PER** Matrix Code

*For a complete Housing or Economic Development Program application, a Sub Application is required for **each** activity (matrix code) for the program.

- ii) All applications must be submitted through the eCivis Grants Network Portal before the applicable closing date and/or deadline.

8. Applications must demonstrate Build America, Buy America (BABA) compliance, as applicable.

9. In accordance with [CDBG Program Guidelines](#) Section 202(a)(2), 50 Percent Rule, Grantees shall be ineligible to apply for any additional CDBG funds for Public Services or Planning activities unless, at the time of application submission, the grantee has expended at least 50 percent of CDBG funds previously awarded for such an activity. To encourage timely expenditure, this will mean ANY Planning grant or Public Service grant, regardless of matrix code.

10. For all CDBG-funded programs including Public Services and Housing or Economic Development programs, threshold documentation of site control can be satisfied with a current lease for the location from which the program will operate and a signed statement from the authorizing official that the grantee intends to extend the lease upon expiration. A new or renewed lease must be submitted at expiration of the current lease.

11. Membership in local Continuum of Care (CoC) is now a requirement for activities involving homelessness assistance.

12. Permit requirements have been added to competitive projects.

13. Authorized Signatory for cities must be the Mayor or Mayor pro tempore unless there is an ordinance or municipal code designating another position.

14. Completed Law and Authority topic worksheets must be included with all Environmental Review Records.
15. All OTC applications must demonstrate readiness to the satisfaction of the Department.

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
- [CDBG Final Program Guidelines](#)
- [2020-2024 State of California Consolidated Plan](#)
- [2024-2025 State of California Annual Action Plan](#)

If there are changes to federal or state statutes, regulations, guidelines, or other laws governing the CDBG program, or if funding is modified by Congress, HUD, the Department, or the state Legislature, these changes may become effective immediately and apply to 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.

II. 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 2024 NOFA:

Funding Allocation	Percentage	Estimated Dollar Amount
Local Administration	7%	\$2,500,000.00
Competitive Awards (Public Service) (24 CFR 570.201(e)(1))	≤15%	\$5,400,000.00
Competitive Awards (Planning) (24 CFR 570.483(b)(5))	≤10%	\$3,600,000.00
Over-the-Counter Awards (Housing Projects, Economic Development Projects, Housing Programs, Economic Development Programs)	59%	\$20,500,000.00
Colonias Set-Aside (Section 916 of the National Affordable Housing Act)	Set-aside of 5%	\$1,800,000.00
Non-federally recognized Tribes Set-Aside (HSC §50831)	Set-aside of 1.25%	\$455,000.00

***Note:** The amount of total funding available and the allocations of those funds are only estimates and are subject to change without notice.

A. 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 Requirements, Application Threshold and Initial Requirements, and Application and Activity Requirements set forth in Sections III-VI must be met. Failure to timely satisfy all of the requirements will result in disqualification.

A. Eligible Applicants

1. Only non-entitlement Units of General Local Government such as cities, counties and municipalities are eligible to apply. 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](#).

2. Applicants must meet one or more of the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:
 - i) An eligible Applicant may apply on its own behalf.
 - ii) An eligible Applicant may apply on behalf of one or more other eligible Applicants.
 - iii) Two or more eligible Applicants, which share an activity, may submit a joint application.
 - iv) An eligible Applicant may apply on behalf of an eligible subrecipient including a non-federally recognized Tribe or nonprofit.
 - v) In addition to Activity and application limits identified in this 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.

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, at a minimum, 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 application submission. Jurisdictions who fail to complete the Housing Element compliance process in a timely manner will be ineligible for funding until the Housing Element meets requirements pursuant to [H.S.C. 50829](#) and [50830](#). Per [CDBG Guidelines, Section 202\(a\)\(4\)](#), 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](#).

D. 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 2024 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. Limits for Administration and Planning

1. Program Administration

The Department can use 3 percent of the total funding +\$100,000 for administration costs.

2. General Administration (GA)

- i) Applicants may request up to 7 percent of the total CDBG grant funding requested by that Applicant for General Administration (GA). For detailed information regarding General Administration costs, see [Chapter 6: Financial Management](#) of the current posted version of the CDBG Grants Management Manual (GMM), as may be amended, which is found on the CDBG page of the Department's website.
 - ii) The calculation to determine the maximum allowable General Administration amount is the amount of Activity expenses plus Activity Delivery expenses, multiplied by 7 percent. Appendix G has been provided for ease of calculation.
 - iii) In general, there should be minimal GA. Staff time and/or work completed directly on a specific Activity should be reported as Activity Delivery Cost (ADC) whereas the overall management of the CDBG Program, such as NOFA webinars and Office Hours, should be reported as GA.
 - iv) For detailed information regarding ADC, see [Chapter 6: Financial Management](#) of the current posted version of the CDBG GMM, as may be amended, which is found on the CDBG page of the Department's website.
 - v) GA should be requested in the Main Application for the aggregate amount of all Sub Applications.
3. GA for Program Income (PI) funds is 17 percent of the annual PI receipts for the most recently completed Department Program Year (e.g., for PY 2023, receipts PY 2022 (July 1, 2022 – June 30, 2023)).
 4. Applicants may elect to assign more funds to Activity costs and take less than the 7 percent (17 percent for Program Income) as their GA allocation.
 5. For project budgets with both grant award and PI as funding sources, applications must identify how much GA will be from each source to ensure that GA stays within the appropriate program caps.

F. Insufficient Demand

If there is insufficient demand under this NOFA, the Department will make the unused funding available under subsequent CDBG NOFA(s).

G. 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 the Department's website. For a list of eligible activities allowed under this NOFA, go to: [IDIS CDBG Matrix Code/National Objective Table \(ca.gov\)](#).

Pursuant to both federal and state laws all CDBG costs must:

1. be eligible;
2. be necessary;
3. be reasonable;
4. not be used to supplant local or state resources; and
5. be guarded against fraud.

H. [Application Limits](#)

1. Each Jurisdiction can submit up to three (3) applications during this NOFA cycle.

- i) 1 OTC Project + 1 OTC Program + 1 Competitive **-OR-**
- ii) 1 OTC Project + 2 Competitive **-OR-**
- iii) 1 OTC Program + 2 Competitive.

****Note:** 2 OTC Project, 2 OTC Program, or 3 Competitive applications are **NOT** allowed.

2. The two (2) Competitive Applications can be 2 Public Service, 2 Planning, or 1 Public Service and 1 Planning Application.
3. The maximum combined award amount per jurisdiction is \$3.6 million. Each activity must have a unique Sub Application with a complete budget, National Objective, scope of work, and milestone timeline.
4. For Housing and Economic Development Programs with multiple matrix codes, the Main Application's Budget will need to breakdown the total amount requested by each matrix code activity.
5. Applicants are encouraged to review the sample draft Standard Agreement in Appendix K as a sample of the applicable terms and conditions required for CDBG funded activities.
6. The \$3.6 million per jurisdiction limits do not apply to Colonias and Native American set-asides. The maximum activity limits are listed below. Program Income (PI) included in an activity budget does not count against the Jurisdiction's maximum award limit.

7. Activity Limits

- i) Competitive Applications

- Public Service – up to \$300,000
- Planning – up to \$300,000

ii) Over-the-Counter (OTC) Applications

- Projects – up to \$3.3 million
- Housing Programs – up to \$1.5 million
 - A Housing Program can include the following activities. Each activity must have its own Sub Application.
 - ◇ 13A – Housing Counseling
 - ◇ 13B – Single Family (1 - 4 units) Homeownership Assistance
 - ◇ 14A – Single Family (1 - 4 units) Housing Rehabilitation
 - ◇ 14F – Single Family (1 - 4 units) Energy Efficiency Improvements
 - ◇ 15 – Code Enforcement
- Economic Development Programs – up to \$1.5 million
 - An Economic Development Program can include the following activities. Each activity must have its own Sub Application.
 - ◇ 18A – Economic Development Direct Financial Assistance to For-Profit Business
 - ◇ 18B – Economic Development Technical Assistance
 - ◇ 18C – Economic Development: Microenterprise Assistance

8. Code Enforcement – Changes. Different from previous years, to align with HUD’s directive regarding code enforcement programs, the Code Enforcement activity will only be eligible under the Housing Program application. Per HUD, code enforcement is defined as a process whereby local governments gain compliance with ordinances and regulations regarding health and housing codes, land use and zoning ordinances, sign standards, and uniform building and fire codes. The CDBG program expects the focus of code enforcement to be on health and safety issues in **buildings and structures**.

- To gain compliance with HUD’s intent for the program, applicants are required to demonstrate a \$1:\$2.50 ratio of code enforcement to housing rehabilitation availability. That is to say, for every \$1 of code enforcement funds requested, Applicants must have \$2.50 in demonstrated or applied for funds for a Housing Rehabilitation Program.

- a. “Demonstrated” refers to housing rehabilitation program(s) already in existence within the Applicant’s jurisdiction.
- b. “Applied for” funds refers to a housing rehabilitation program through this Application.

I. Additional Requirements

1. Americans with Disabilities Act and Physical Accessibility Requirements

- i) The Grantee shall ensure compliance with all applicable state and federal building codes and accessibility laws and standards. All developments shall adhere to the accessibility requirements set forth in: (i) California Building Code Chapters 11A and 11B; (ii) the federal Fair Housing Act ([42 U.S.C. § 3601](#) et seq.) and its regulations at [24 CFR part 100](#) (particularly [24 CFR 100.205](#)), and its design and construction requirements, including ANSI A117.1-1986, and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994; and (iii) the Americans with Disabilities Act of 1990 ([42 U.S.C. § 12101 et seq.](#)) and its Title II and Title III regulations at [28 CFR parts 35 and 36](#); and Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. § 794](#)) and the implementing HUD regulations at [24 CFR Part 8](#).

2. Construction Standards/Requirements

- i) All residential construction Projects, where applicable, must comply with the housing construction codes of the State of California. All units must meet these codes as well as any locally adopted codes and ordinances. Housing construction codes for building in California follow federal and state laws, regulations, and adaptations for construction of single family and multifamily units. The [State Housing Law Program](#) within the Department continuously refines the building standards to ensure they comply with new or changing laws and regulations and develops statewide building standards for new construction of all building types and accessories. The [State Housing Law Program](#) also develops the building standards necessary to provide accessibility in the design and construction of all housing other than publicly funded housing. The building standards are published as the [California Building Standards Code](#) under the California Code of Regulations, Title 24, and construction standards in the Standard Agreement must meet or exceed all applicable requirements for housing or building construction. Tribal Entities with Projects on Native American Lands are required to follow their own tribal building codes or the International Building Code.

IV. Application Requirements

A. National Objectives

CDBG-funded activities must meet the following National Objective:

- Benefit LMI persons

At least 70 percent 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 the Low- to Moderate-Income National Objective as defined and described in detail in [Chapter 2](#) of the CDBG GMM:

B. Milestones

All CDBG program-funded activities must be timely implemented in accordance with the milestones defined in the Standard Agreement. Milestones should be project/program specific and a reflection of significant progress. Applicants must include at least five (5) milestones per Activity application. The first and last milestone will be prepopulated and cannot be edited by Applicants. Failure to meet the first milestone identified, is a material breach of the Standard Agreement and will result in a for-cause termination of this Agreement.

- **First Milestone**: Activity Initiation. Must be completed no later than 60 days from the Effective Date of the Standard Agreement.
- **Milestone Two**: [populated by Applicant] – examples below
- **Milestone Three**: [populated by Applicant] – examples below
- **Milestone Four**: [populated by Applicant] – examples below
- **Final Milestone**: Activity closeout (must be completed no later than 90 days after the Expenditure Deadline).

TIP: The Department recognizes that Applicants' proposed milestone dates are estimates. Instead of using an actual date for all optional milestones, please utilize time frames. For example:

Milestone One (required): Activity Initiation. Must be completed no later than 60 days from the Effective Date of the Standard Agreement.

Milestone Two: Release Invitation for Bid (IFB) within 90 days of Standard Agreement execution by HCD.

Milestone Three: Execute contract with a General Contractor within 120 days of Standard Agreement execution by HCD.

Milestone Four (optional): Begin construction within 9 months of Standard Agreement execution by HCD.

Milestone Five: Record Notice of Completion within 2 months of project completion.

Milestone Six (required): Activity closeout (must be completed no later than 90 days after the Expenditure Deadline).

If necessary, prior to Standard Agreement execution, your CDBG representative may update milestones if changes need to be made.

Additional milestones are optional, though encouraged for best practice of Activity implementation. 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.

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 federal and state 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 and the submission of an application does not guarantee an award to an Applicant.

V. Application Threshold and Initial Requirements

All applications are required to meet and pass threshold requirements at the time of application submission, as determined by the Department. Over-the-Counter applications that do not meet threshold will not be reviewed for award and may be immediately disqualified or reverted to draft. Competitive Applications that do not meet threshold will not move on to scoring and may be immediately disqualified.

The Department **strongly recommends** a careful review of the application and application instructions **PRIOR** to beginning the application.

A. Eligible Applicant

1. Applicant must be an Eligible Applicant as defined under [Section III. 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](#).

B. Single Audit

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 documentation directly from the State Controller's Office (SCO) to such effect.

C. Site Control

Applicant must submit evidence of site control.

1. 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, evidence of site control must be provided. Acceptable evidence of site control may be conveyance documentation with substantiation that the transfer is contingent on completion of a NEPA environmental review record and securing federal funds.
2. 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 run with the land, and remain in effect regardless of the ownership of the property.
3. If project/activity is in a public right of way or easement, the grantee must submit an opinion of counsel that all necessary rights, easements, and permits have been obtained.
4. 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.

5. 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. The determination as to what constitutes acceptable evidence of site control shall be made by the Department in its sole discretion.

D. Statement of Assurances (Appendix D)

Applicant must submit the fully executed Certifications and Statement of Assurances (see Appendix D), 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/or debarment.

E. Public Participation

Pursuant to [24 CFR §570.486](#), Applicants must follow CDBG Public Participation regulations. Applicants must provide documentation that the Department's [Citizen Participation Plan](#) requirements have been met. Documentation must include proof of public noticing, information provided during the 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](#).

F. Resolution

1. Applicant must submit a completed Authorizing Resolution **using the required Department-approved Authorizing Resolution form**, which has been duly 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.
2. See Appendix C for the Department-approved Authorizing Resolution form as well as instructions on how to complete it.
3. 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 Resolution 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.

4. **Authorized Signatory for Contracts Involving a City Jurisdiction Recipient:**

Pursuant to [California Government Code sections 40601 and 40602](#), the mayor or mayor pro tempore must sign any written contracts and conveyances made or entered into by the city, unless the city has an ordinance or municipal code provision in effect that specifically allows or designates contracts to be signed by an officer other than the mayor or mayor pro tempore. Accordingly, if the city does not have a city ordinance or municipal code provision described above, then the Department requires that the mayor or mayor pro tempore sign the Standard Agreement as the authorized signer for the city and provide to the Department the Resolution from the City Council authorizing the mayor to sign the Standard Agreement and related documents on behalf of the city. The mayor or mayor pro tempore may not delegate to a third party his or her authority to sign documents unless there is a city ordinance or municipal code provision in effect that expressly authorizes such delegation and a duly authorized resolution reflecting such delegation is provided to the Department. If the city does have an ordinance or municipal code provision as described above, the Department requires the city to provide a copy of such ordinance or municipal code, as well as the Resolution that indicates the name and title of the city official authorized to sign the Standard Agreement and related documents. The Resolution required by this section must be in form and content acceptable to the Department.

G. TIN

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.

H. Budget

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.

A Budget must be completed for the Main and every Sub Application. Failure to complete the Budget for the Main and every Sub Application may result in an immediate disqualification.

I. Sources and Uses Chart

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 the application. Evidence of commitment of any funding sources other than CDBG needed for a project to be feasible must be uploaded at application.

J. System for Award Management (SAM)

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 GMM for additional guidance.

The Department will not award or distribute 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.

K. State Objectives

The Applicant must answer the questions regarding Affirmatively Furthering Fair Housing and Disaster Resiliency in the application form.

L. National Environmental Policy Act of 1969 (NEPA)

Pursuant to 24 CFR 570.604 Environmental Standards, the regulations in 24 CFR Part 58 specify how the National Environmental Policy Act of 1969 (NEPA), must be met. Applicants must demonstrate compliance by submission of a complete, current, and applicable Environmental Review Record with the appropriate level of review form, completed [Related Federal Laws and Authority topic worksheets](#), and all

supporting documentation. For more information regarding the Related Federal Laws and Authority, please visit the [HUD Exchange website](#).

Required NEPA process, training, and current forms are available on the [HUD Exchange](#) website. Additional HUD guidance can be found on the [Orientation to Environmental Reviews](#) page and in [Chapter 3](#) of the CDBG Grants Management Manual.

If CDBG funds will be used for GA Activities, a GA NEPA Environmental Review Record must be submitted specifying the applicable exemption in [24 CFR §58.34\(a\)](#).

For Business Assistance and Housing Assistance activities that operate as a program but, as per HUD, require a Tiered Review process with site specific environmental reviews for NEPA clearance, both a GA NEPA review and Tier 1 NEPA review are required at time of application.

M. Construction Projects

All construction projects applying for funding under this NOFA must demonstrate readiness at the time of application, including but not limited to, the submission of the following items:

- Independent Cost Estimate
- Completed NEPA Environmental Review Record for the project.
- Bid-ready Plans and Specs
- Certification from Engineer that Plans and Specs are bid-ready.
- Certification from City that bid docs are ready.
- Construction timeline (Gantt Chart preferred)
- Demonstration and Certification that jurisdiction has the capacity and knowledge to manage the project.
- Demonstration and Certification that developer is experienced.
- List of required permits including anticipated date of obtaining the permit and any prerequisites needed to obtain the permit. Specifics regarding permit acquisition should be detailed in the application Narrative and Milestones.
- Written commitments for any and all third-party funding that is needed to complete the project.

N. Economic Development (ED) Programs Only

The Applicant must demonstrate capacity and experience to operate an ED Program. Capacity and experience may be documented through one of the following options:

1. The Applicant has hired staff that are able to dedicate capacity to the operation of a CDBG-funded ED Program. These staff must have at least:
 - i) Three years of CDBG ED experience; or
 - ii) Five years of commercial underwriting experience plus two years of general CDBG experience; **-OR-**
2. The Applicant has prepared a draft request for proposals (RFP) or subrecipient selection process for a qualified consultant or nonprofit ED group with direct experience in implementation of the ED activities proposed in the ED Program application.
 - i) A request for proposals or a subrecipient selection process must be completed within 60 days of applicant's receipt of the Standard Agreement. A copy of the executed agreement with the selected subrecipient or contractor must be provided to the Department within 120 days of execution of the Standard Agreement. These must be listed as milestones in the application. **-OR-**
3. The applicant has identified at least three (3) qualified consultants or nonprofit ED groups with direct experience in implementation of the ED activities proposed in the ED Program application.
4. The Applicant commits to partnering with the Small Business Development Centers or a similar organization that has direct experience in CDBG ED program design, implementation, and commercial underwriting. This commitment will be a resolution, memorandum of understanding, or similar formal statement and will be required at application.

VI. Application and Activity Requirements

A. 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 XII: Federal Program Requirements of this NOFA.

B. Application Verification

Applicants must certify upon submission that their application is true and correct to the best of their knowledge. **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 constitute fraud.

C. Application Submission

1. Applicants are ultimately responsible for what is submitted in an 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.
2. Applications submitted through the eCivis Grants Network Portal must be submitted by a jurisdiction's Profile account.
3. All documents requiring signature must be executed by the Authorized Representative identified in the applicant's Authorizing Resolution.
4. All application certifications must be certified by a staff member of the applying jurisdiction.
5. A complete application consists of one Main Application and at least one Sub Application. Failure to submit a Main or a Sub Application will be considered an incomplete application. Incomplete applications WILL NOT be reviewed. We recommend reaching out to your CDBG representative for confirmation of receipt.

D. 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.

E. 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.

F. 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.

G. 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.

When applying for 2024 CDBG funds, Applicants should consider:

1. What are the community's racial demographics and the demographics of those experiencing homelessness, housing, and economic insecurity?
2. 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?
3. 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?
4. 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?
5. 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?
6. 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?
7. 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 may require successful Applicants to submit related racial and ethnic data metrics of their CDBG programming on a **quarterly reporting basis**.

H. Homelessness Assistance

If you are seeking funding for homelessness assistance, generally defined as activities falling under matrix codes 03C or 03T, you must be a participating member of your local homelessness Continuum of Care (CoC). To demonstrate this, please submit a letter on CoC letterhead signed by the CoC coordinator that states that your jurisdiction is a participating member of the Continuum of Care.

I. Scoring

Qualifying Competitive Applications will be scored according to the evaluation

criteria outlined in Appendix F. Applications requiring the least number of corrections will score higher than applications needing corrections.

1. Community Need Score (Formerly known as Needs Score)

Community Need Score use publicly available data from the U.S. Census Bureau's American Community Survey to measure poverty, housing, and ED needs. These statistics are used to rank all eligible Non-Entitlement Jurisdictions and the rankings are translated into numeric scores. The score summarizes the severity of a community's need for a specific Activity relative to other communities. The Department will prepare the Community Need Score and provides the scores as Appendix A to this NOFA.

2. Scoring (Formerly known as Activity Readiness Score)

Activity readiness is an indicator of Applicant preparedness for Activity implementation. The Scoring Matrix is provided as Appendix F to this NOFA.

- i) Applicants are expected to have necessary contracts and subrecipient agreements in place at the time of application submittal. Fully executed contracts and agreements will score higher than draft contracts and agreements. Applicants that will not be using contracts or subrecipient providers to carry out the Activity and will instead use Applicant staff must clearly document that staff have the experience and capacity necessary to successfully complete the Activity. Documentation may include position description(s) for the identified staff, resumes, or Curriculum Vitae for each staff person involved in the implementation of the Activity, organizational chart, and estimated workload.

Qualifying Competitive Applications will be ranked based on highest score.

Applicants will be notified of their point score and the Final Award List will be posted to the CDBG webpage.

J. Readiness

Housing and Economic Development Program applications must demonstrate readiness to be considered for funding. To be considered "ready," a program will need to provide the following at application submission:

1. Draft or final program guidelines,
2. An underwriter either secured or a draft RFP/RFQ to be released within 60 days of Standard Agreement execution by the Department, and
3. A marketing plan/strategy.

VII. Application Submission

A. Workshops

The Department is conducting a series of both live and pre-recorded application

workshops. These workshops will include training on:

- i) Resolutions: What is required and why
- ii) Public Participation
- iii) How to complete the correct level of Environmental Review
- iv) How to pull a debarment check
- v) How to pick the correct National Objective
- vi) How to pick the correct Matrix Code
- vii) How to write a narrative and milestones
- viii) Single Audit
- ix) How to address racial equity in your CDBG funded projects and programs
- x) Completing the 2024 NOFA Application and Budget
- xi) CDBG 2024 NOFA Review

Applicants are **required** to attend these workshop sessions. It is important to attend and engage in the live webinars to ensure a complete and accurate application is submitted. If they are unable to attend the live virtual workshop, Applicants must certify that they have reviewed these workshops on the CDBG website. The 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.

Excessive corrections may result in disqualification, or an application being reverted to draft to reapply. 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 **will 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.

A complete application consists of one Main Application **and at least** one Sub Application. Failure to submit a Main or a Sub Application will be considered an incomplete application. Incomplete applications **WILL NOT** be reviewed. We recommend reaching out to your CDBG representative or CDBG@hcd.ca.gov for confirmation of receipt.

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 (PII). 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.

[VIII. Application Review](#)

All applications submitted by the application deadline (Competitive Applications) or

until funds are exhausted (OTC 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.

A. Review Process

1. OTC Applications

- i) Applications will be reviewed in the order received for minimum Threshold Requirements.
- ii) If an application meets the minimum Threshold Requirements, funds may be allocated for an award.
- iii) Once all funds are allocated and the Department has announced that all funds have been exhausted, additional OTC Applications may not be reviewed.

2. Competitive Applications

- i) All applications will be reviewed for minimum Threshold Requirements as outlined in this NOFA.
- ii) Applications that meet minimum Threshold Requirements will be scored as outlined in Appendix F - CDBG Scoring Matrix.

IX. 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.

X. Appeal Criteria and Process

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and the NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

The Department will provide opportunity to appeal any disagreed points assessment, pursuant to the appeals process as set forth in the NOFA. Disqualifying threshold determinations shall also follow a similar process, which shall be set forth in greater detail in the NOFA. For reference, all such appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review, and/or initial score letter, as applicable, representing the Department's decision made in response to the application.

A. Competitive Application Appeals

1. Basis of Appeals

- i) Applicants may appeal HCD's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award (including point scoring and tie breaker).
- ii) At the sole discretion of the Department, the Department's written determination may include a request for clarifying and/or corrective information. For purposes of this section, "clarifying information" includes information and/or documentation that resolves ambiguities in any application materials that will inform the Department's threshold, scoring, and feasibility determinations.
- iii) No Applicant shall have the right to appeal a decision of HCD relating to another Applicant's application (e.g., eligibility, award).
- iv) Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be made by the Program Manager or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of HCD.
- v) The appeal process provided herein applies solely to decisions of HCD made pursuant to this NOFA.

2. Process

- i) To file an appeal, Applicants must submit to HCD, by the deadline set forth below, a written appeal 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 or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional

information will be considered if this information would result in a Competitive advantage to an Applicant. Once the written appeal is submitted to HCD, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to HCD at cdbg@hcd.ca.gov according to the deadline set forth in HCD review letters.

3. Filing Deadline

- i) Appeals must be received by HCD no later than five (5) business days from the date of HCD's threshold review, or initial score letters, as applicable, representing HCD's decision made in response to the application.

B. OTC Application Appeals

1. Basis of Appeals

- i) Applicants may appeal HCD's written determination that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award.
- ii) At the sole discretion of HCD, the HCD's written determination may include a request for clarifying and/or corrective information. For purposes of this section, "clarifying information" includes information and/or documentation that resolves ambiguities in any application materials that will inform HCD's determinations.
- iii) No Applicant shall have the right to appeal a decision of HCD relating to another Applicant's application (e.g., eligibility, award, etc.)
- iv) Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the Policies and Procedures and this NOFA. All decisions rendered shall be made by the Program Manager or his/her designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of HCD.
- v) The appeal process provided herein applies solely to decisions of HCD made pursuant to this NOFA.

2. Process

- i) To file an appeal, Applicants must submit to HCD, by the deadline set forth below, a written appeal 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 or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a Competitive

advantage to an Applicant. Once the written appeal is submitted to HCD, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to HCD at cdbg@hcd.ca.gov according to the deadline set forth in HCD's written determination letters.

3. Filing Deadline

- i) Appeals must be received by HCD no later than five (5) business days from the date of HCD's written determination letter made in response to the application.

XI. Awards Announcement and Grant Implementation

A. Awards Announcements

The Department anticipates awards will be announced no later than May 2025. OTC awards will be announced on a rolling basis as applications are recommended for funding until funds are exhausted. All awards are subject to availability of funds and compliance with all applicable legal requirements of the Program. Until all 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.

Funding awarded through this NOFA will have a 33-month (two (2) years and nine (9) months) expenditure and liquidation period.

To ensure that the Standard Agreement(s) are being sent to the correct individual, **Applicants MUST complete ALL required sections of the profile section of the application and must let the Department know in writing if the contact information has changed since the time of application submittal by emailing cdbg@hcd.ca.gov.** Standard Agreements and communication during this process will be with the email address designated in the profile section of the Application.

XII. 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.

- i) Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
- ii) Labor Standards (Davis-Bacon and related laws)
- iii) Achieving a HUD National Objective
- iv) Public participation requirements
- v) Fair Housing and Affirmatively Furthering Fair Housing
- vi) Equal Opportunity and Non-Discrimination in federal Grant Programs
- vii) Federal Procurement Guidelines
- viii) National Flood Insurance Program compliance
- ix) Relocation and displacement requirements
- x) Employment and Contracting Opportunities Section 3 Compliance
- xi) Lead-based paint requirements
- xii) No use of debarred, ineligible, or suspended contractors or sub-recipients
- xiii) Uniform Administrative Requirements and Cost Principles
- xiv) Conflict of interest prohibitions
- xv) Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
- xvi) Compliance with Eligibility Restrictions for certain resident aliens
- xvii) Federal reporting requirements
- xviii) Grant and subrecipient monitoring requirements
- xix) Build America, Buy America Act (BABA) requirements

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, as defined below, 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 on [HUD’s website Build America, Buy America \(BABA\)](#).

The following should be included in all contracts and agreements with Subrecipients, contractors, developers and subgrantees, and in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors:

The parties to this contract must comply with the requirements of the Build America, Buy America (BABA) Act, [41 U.S.C. 8301](#) note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project.* Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 Financial Report 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

*The term “infrastructure project,” in this context, is defined in [2 CFR 184.3](#) and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

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 \(URA\)](#) and any applicable State relocation requirements. 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.

D. [Procurement Requirements](#)

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.

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](#).

1. [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.

2. [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:

i) **By email:**

hotline@hudoig.gov

ii) **By phone:**

Call toll free: 1-800-347-3735

iii) **By fax:**

202-708-4829

iv) **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

HUD OIG, Office of Investigation
Suite 4070
Regional Office
300 North Los Angeles Street
Los Angeles, CA 90012
(213) 534-2518

F. 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:
 - i) a violation of any law, rule, or regulation,
 - ii) gross mismanagement,
 - iii) a gross waste of funds,
 - iv) an abuse of authority, or
 - v) 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:
 - i) Informing a supervisor or someone higher up in management,
 - ii) Submitting a complaint to the OIG by emailing the OIG at oig@ftc.gov,
 - iii) Filing a complaint with the Office of Special Counsel (OSC)
<http://www.osc.gov/>

G. The California Whistleblower Protection Act

The California Whistleblower Protection Act ([Title 2, Division 1, Chapter 6.5, Article 3.5, Gov. Code §§ 8548-8548.5](#)) 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:

- i) Violates any state or federal law or regulation,
- ii) 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
- iii) 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:

- i) **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.

ii) **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.

- iii) 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.

iv) **Online:**

Although the State Auditor does not accept complaints by e-mail, you may file a complaint online at

<https://app.scoutcms.com/CaStateAuditorWhistleblowerComplaint>

- v) 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:
- a. A clear and concise statement of what you Compare alleging to be improper activity and why you believe it is improper.
 - b. The name or other information that clearly identifies the person you are alleging has acted improperly and the department where that person works.
 - c. The names and contact information for any witnesses who can confirm the truth of what you are saying.
 - d. Copies of any documents that will support what you are saying. (You should not submit original documents, as they cannot be returned.)

XIII. LIST OF APPENDICES

Appendices are located in the eCivis Grants Network under the 'Files' tab on within each specific program solicitation.

Appendix A: Community Need Score

Appendix B: Housing Element and Growth Control Requirements

Appendix C: Resolution Template of the Governing Body

Appendix D: 2024 CDBG Application Certifications and Statement of Assurances

Appendix E: Sample DRAFT Standard Agreement

Appendix F: 2024 CDBG Scoring Matrix

Appendix G: General Admin Calculator

Ukiah Daily Journal

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sfullbright@ukiahdj.com

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ATTN: ACCOUNTS PAYABLE
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UKIAH, CA 95482

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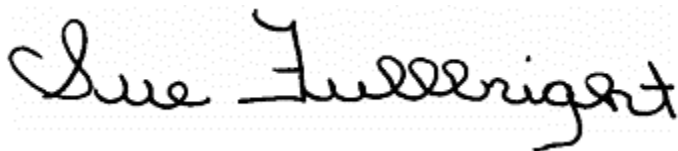
STATE OF CALIFORNIA COUNTY OF MENDOCINO

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.

[illegible]

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.)

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

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.

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

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 Department, City of Ukiah
Address: 300 Seminary Ave
Ukiah CA 95422

Contact Person: Elizabeth Frawto
E-mail: efrawto@cityofukiah.com Fax: 707-463-6204
Phone: 707-463-6215

2. PROJECT OR PROGRAM ACTIVITY INFORMATION

Project/Program Name: Fire Station Feasibility Study and Assessment
Project/Program Activity Allocation (refer to NOFA): 2024 NOFA
Address of Project/Program: 300 Seminary Ave Ukiah CA 95422

For Program activities, list the address of the organization.

Amount Requested: \$300,000 (Activity) — (AD) — (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)

A separate application must be submitted for each individual project or program. This application cannot be used for multiple activities.

National Objective: X (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? approx 25,000 in relevant

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.

census tract
block groups
and everyone in
the Ukiah Valley

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 prepared Fire Station Feasibility Study & Assessment will help the CVDA find a feasibility study with a pre-development planning grant, and possibly including a staffing study, location determination, cost estimate, location analysis & conceptual floor plan for one or two fire stations in Ukiah or outside city limits in the Ukiah Valley. Complete replacement of the two stations is necessary, or is consideration of new station locations, selecting a strategic location to give the most optimal service to the Ukiah Valley.

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 prepared deliverable narrative will include:

Deliverable 1- sign & execute grant project Standard Agreement

Deliverable 2- RFP documents to competitively select a contractor to do the work

Deliverable 3- contractor proposal & city approval documents

Deliverable 4- draft study

Deliverable 5- adopted study & city council meeting staff report documents

Deliverable 6- CDBG grant checkout documents

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.

\$300,000 Activity funds for feasibility study & assessment

4. OTC PROJECTS N/A (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) N/A (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) 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.

<u>Jim Robbins/Housing and Grants Manager</u>	<u>[Signature]</u>	<u>2/23/2024</u>
Printed Name/Title	Signature	Date

<u>N/A</u>		
Printed Name/Title	Signature	Date

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 Department, City of Ukiah
Address: 300 Seminary Ave
Ukiah CA 95482
Contact Person: Elizabeth Frawls
E-mail: efrawls@cityofukiah.com Fax: 707-463-6204
Phone: 707-463-6215

2. PROJECT OR PROGRAM ACTIVITY INFORMATION

Project/Program Name: First-Time Homebuyer Program

Project/Program Activity Allocation (refer to NOFA): 2024 NOFA

Address of Project/Program: 300 Seminary Ave Ukiah CA 95482

For Program activities, list the address of the organization.

Amount Requested: 1,261,684 (Activity) 140,186 (AD) 98,130 (GA)

AD = Activity Delivery; GA = General Administration (refer to NOFA for details)

Are you requesting funding for an OTC project? (Yes) X (No) *(not old OTC, but yes to new OTC program, not project for construction)*

Are you requesting funding for a competitive program? X (Yes) (No) *(yes to new OTC program, not project for construction)*

A separate application must be submitted for each individual project or program. This application cannot be used for multiple activities.

National Objective: (LMA) X (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? approx 5-10 families

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.

First-Time Homebuyer Program for first-time home buyer applicants to purchase one unit of residential property in the city limits of Ukiah. Program will follow standard CDBG homeownership program regulations & rules and will target down payment and loan assistance for first-time purchasers of homes including condominiums, town-homes and certain types of eligible mobile homes. The low rental vacancy rates plus strong program demand is creating a shortage of affordable living options for low-income households. A newly funded FTHB program is critical to ensuring that low-income families have a safe and healthy place to live.

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 deliverables narrative that will be submitted with the grant application if proposal is selected to be submitted. The proposed deliverables will include:

Deliverable 1 - executed grant program Standard Agreement

Deliverable 2 - approved & adopted program guidelines

Deliverable 3 - program application form

Deliverable 4 - program marketing materials

Deliverable 5 - 1 - 5 completed applications (private info redacted)

Deliverable 6 - additional applications (if any)

Deliverable 7 - CDBG grant program document documents

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.

\$1,261,684 (activity)

\$140,186 (activity delivery)

\$98,130 (general administration)

total: 1,500,000 for 2.5 yrs

4. OTC PROJECTS N/A (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.

<u>Jim Robbins, Housing and Grants Manager</u>	<u>[Signature]</u>	<u>2/23/2024</u>
Printed Name/Title	Signature	Date

<u>N/A</u>		
Printed Name/Title	Signature	Date

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 THERETO FROM THE 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 \$1,800,000 for the following CDBG activities, pursuant to the and 2024 CDBG NOFA:

List activities and amounts

Activity (e.g. <i>Public Services, Infrastructure, etc.</i>)	Dollar Amount Being Requested for the Activity
City of Ukiah Fire Station Feasibility Study and Assessment (20A – State Planning)	\$ 300,000
City of Ukiah First-Time Homebuyer Program (13B – Homeownership Assistance)	\$ 1,500,000
	\$

SECTION 2:

The **City Council** hereby approves the use of Program Income in an amount not to exceed \$0 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), any recordable or nonrecordable contract documents, 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 10/2/2024 by the following vote:

AYES: Enter # of votes

NOES: Enter # of votes

ABSENT: Enter # of absences

ABSTAIN: Enter # of abstentions

Josefina Dueñas, Mayor
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 2nd day of October, 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: Receive Report Regarding the City's Response to the Updated FEMA Floodplain Maps, Provide Direction to Staff, and Take Any Other Action Deemed Necessary.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

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

ATTACHMENTS:

1. 2024-09-20 Council Comment Ltr to FEMA re FEMA Floodplain Maps
2. City of Ukiah FEMA Map Comment Letter_20SEP2024
3. Updated Floodplain Map

Summary: Council will receive a report regarding the City's response to FEMA's updated floodplain maps, provide Staff with direction, and take any other action deemed necessary.

Background: At Council's September 18, 2024, meeting, Staff provided an update regarding FEMA's July 2024 response to the City's initial appeal letter in 2023, including FEMA's proposed July 2024 floodplain maps. Staff also updated Council that FEMA had given the City and community until September 23, 2024, to provide comments regarding the updated floodplain maps. Given that an inaccurate floodplain map would disproportionately affect a large percentage of Ukiah's lowest income residents- who would have to pay for unnecessary flood insurance- it is vital that the data and analysis be accurate. Towards this end, at the September 18 meeting, by a 5-0 vote, Council directed Staff to pursue the creation of maps- through hydraulic and hydrology studies- for determining the 100-year floodplain.

Discussion: Staff completed the comment letters and emailed them to FEMA on September 20, 2024. Paper copies of the letters were also mailed to FEMA. Both a non-technical letter (Attachment 1), featuring observations from City Councilmembers residing in the FEMA proposed floodplains, and a technical letter (Attachment 2), featuring preliminary analysis undertaken by the City Engineer and the City's consultant, were sent.

As noted to Council on September 18, previous conversations with FEMA staff have led City Staff to conclude that with the comment period now over, FEMA intends to move towards making effective the July 2024 FEMA proposed floodplain map (Attachment 3; July 2024 FEMA proposed floodplains link: <https://www.arcgis.com/apps/webappviewer/index.html?id=e7a7dc3ebd7f4ad39bb8e485bb64ce44>). By Staff's estimation, the earliest this could occur would be between eight (8) and twelve (12) months from September 23, 2024.

However, recent preliminary hydrological and hydraulic analyses undertaken by the City, particularly with regard to a 10-year storm event (see technical letter in Attachment 2), suggest that the data FEMA used to arrive at its July 2024 proposed floodplain maps may be inaccurate. If this is proved by the City to be the case, there is a possibility that FEMA may further revise its maps or utilize the City's analysis and floodplain maps. Staff has requested a proposal from GHD for the development of these studies and will bring this forward for Council's review and possible approval upon receipt.

Staff recommends Council receive this report and provide additional direction as necessary.

Recommended Action: Receive a report regarding the City's response to the updated FEMA floodplain maps, provide direction to Staff, and take any other action deemed necessary.

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: Jason Benson, Senior Engineer; Tim Eriksen, City Engineer/Director of Public Works; Jesse Davis, Chief Planning Manager; and Craig Schlatter, Community Development Director

DIVERSITY-EQUITY INITIATIVES (DEI): Goal 4 – Identify and actively engage underrepresented communities in which to retain, expand, develop, and implement programs.

CLIMATE INITIATIVES (CI): N/A

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

Approved:


Sage Sangiacomo, City Manager



September 20, 2024

Eric Simmons, Engineer
U.S. Department of Homeland Security
FEMA Mitigation Division, Region 9
1111 Broadway, Ste. 1200
Oakland, CA 94607

Dear Mr. Simmons:

The City Council of the City of Ukiah respectfully submits this letter to provide comments related to the most recently proposed floodplain maps released by FEMA in July 2024.

Given direct observations of flood events by city council members living in the proposed floodplains, the relatively few flood insurance claims filed since 1978, and initial modeling conducted for the City by experts in hydrology and hydraulics, we believe the analysis utilized by FEMA to arrive at the proposed floodplains for Ukiah may be inaccurate.

Vice-Mayor Douglas Crane:

"I have owned the 1295 Yokayo Ct lot since about mid 70's and known the neighborhood and neighbors around 1295 Yokayo Ct for decades before. There has been no flooding of what is now 1295 Yokayo Ct to my knowledge in over 75 years. There has been no flooding over the box culverts on Loral Ave. since they were constructed approximately 40 years ago."

Council Member Susan Sher:

"I live at 307 Clara Avenue in Ukiah in what is known as the Wagenseller Neighborhood. I purchased my home in September 1989 and have lived there continuously ever since. After several years of drought, Ukiah experienced fairly heavy rainfall the past two winters. I live approximately two blocks from Orr Creek where the creek flows beneath a small bridge called the Orr Street Bridge. Even after the heaviest rainfall, the creek had not risen even close to its banks. On those walks, I enjoyed seeing the fullness and swift movement of the creek with no concern for flooding. In fact, in the 35 years I have lived in the Wagenseller Neighborhood, I am not aware of Orr Creek ever flooding."

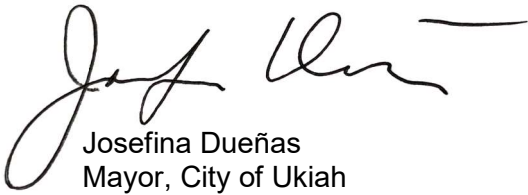
These council members' observations are corroborated by recent preliminary hydrological and hydraulic analyses undertaken by the City, particularly with regard to 10-year storm event data. (Please see the City of Ukiah's technical letter, dated September 20, 2024).

Faced with the growing impacts of climate change, the City Council desires floodplain maps that are accurate and complete to appropriately protect Ukiah residents and businesses from flood hazards now and in the future. Given that an inaccurate floodplain map will disproportionately affect a large percentage of Ukiah's lowest income residents- who would have to pay for unnecessary flood insurance- precise data modeling is especially important. Towards this end, at our September 18, 2024, regular meeting, by a 5-0 vote, the City Council moved to direct City staff to pursue the creation of maps- through hydraulic and hydrology studies- for determining the 100-year floodplain.



We sincerely hope FEMA will collaborate with the City on this effort. Thank you for your review of our comments. We look forward to working with FEMA in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Josefina Dueñas", with a long horizontal flourish extending to the right.

Josefina Dueñas
Mayor, City of Ukiah



September 20, 2024

Attn: Eric Simmons, Engineer
111 Broadway, Suite 1200
Oakland, California 94607

RE: Comments on Preliminary Flood Insurance Rate Map and Flood Insurance Study for the City of Ukiah Including the Areas Near Orrs, Gibson, and Doolin Creeks

Dear Mr. Simmons,

The City of Ukiah is submitting comments regarding the Preliminary Flood Insurance Rate Map (FIRM) and associated Flood Insurance Study (FIS) for the City of Ukiah, California, specifically for the areas near Orrs, Gibson, and Doolin Creeks, as shown on FIRM panel 06045C1514G. This letter addresses technical inaccuracies and concerns related to the base flood elevations in these areas, which we believe do not reflect the correct flood risks.

It is our understanding that this letter is considered a comment letter, not an official appeal. However, the distinction between the two is unclear. As a licensed professional engineer and the City of Ukiah's Floodplain Administrator, I cannot, in good conscience, adopt the current version of these maps. The discrepancies highlighted within the enclosed GHD memorandum (Attachment 1) raise significant concerns about the accuracy of the modeling, particularly in regard to Orrs Creek, Gibson Creek, and the surrounding floodplain.

The review conducted by GHD, along with feedback from City staff and local engineers, has revealed several issues with the hydraulic model. The assumptions and setup used in the preliminary FIRM have resulted in artificially high base flood elevations and a significant expansion of the Special Flood Hazard Area (SFHA). We believe these errors must be corrected to provide an accurate and reliable representation of flood risks in the community.

Additionally, we are including the letter from Ron Franz, PE, that was submitted with the City's original appeal. As a reminder, Mr. Franz is a local engineer and surveyor with extensive experience in our region (Attachment 2). He has identified several technical issues that further support our concerns and require FEMA's response. Many of the issues in this letter have still not been addressed yet FEMA is proposing to adopt maps with these significant issues unresolved.

While we hope to resolve these issues through cooperation, should FEMA be unwilling to address the concerns raised by the City of Ukiah and the local community, we may be forced to use our limited resources to independently revise the maps. We are uncertain about the process and implications of having two conflicting maps, but we are committed to ensuring the accuracy of floodplain information for our residents.

In summary, the City of Ukiah requests that FEMA reevaluate the base flood elevations and map data for our region, incorporating both public testimony and the technical findings provided. We look forward to a collaborative resolution to this matter and await your response to our comments.

Sincerely,



Tim Eriksen, PE
City Engineer and Director of Public Works

Attachments:

1. GHD Memorandum: Technical Basis for Comments
2. Ron Franz Letter and Technical Issues

ATTACHMENT #1

September 20, 2024



To	City of Ukiah		
Copy to	GHD Files		
From	GHD and the City of Ukiah	Tel	+1 415 283 4970
Subject	City of Ukiah FEMA Map Revision Review	Project no.	12589077

MEMORANDUM

1. Review Summary

This memorandum summarizes GHD's and the City of Ukiah's preliminary review of the Mendocino County Map Revision (Orrs, Gibson, Doolin, and Zone AE) Updates, prepared by FEMA Region 9 and presented to the City of Ukiah (the City) in July 2024. This review included the preliminary Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) dated July 10, 2024, and the hydraulic analysis model and data provided by the FEMA's STARR II contractor team on September 11, 2024.

The preliminary FIRM shows proposed changes in the floodplain extent in the City. The preliminary FIRM generally shows additional floodplain areas, especially for Zone A and Zone AE. For example, in FIRM panel 06045C1514, a significant portion of the urban area between Orrs Creek and Gibson Creek is remapped as floodplain Zone AE, as shown in Figures 1 and 2. The changes are partly due to a different hydraulic analysis approach in this floodplain area. The hydraulic analysis for the effective FIRM was based on one-dimensional (1-D) creek modeling. The new hydraulic analysis for the preliminary FIRM included 1-D channel modeling with a two-dimensional (2-D) floodplain model to provide additional resolution to the floodplain flooding. These updates of floodplain extents in the preliminary FIRM may trigger new flood insurance requirements in the area.

GHD and the City of Ukiah completed a preliminary review of the hydraulic analysis and the updated Zone AE floodplain and identified a number of areas of flooding that are inconsistent with the City's and resident's knowledge of flooding patterns within the City of Ukiah. We recognize the updated model in response to comments received from our previous Appeal comments. The updated HEC-RAS model provided by the STARR team incorporated a number of the requested changes from the previous Appeal letter.

However, the resulting floodplain inundation exceeds any known historical flooding and the City is concerned that the number of residents that would be required to enroll in the Flood Insurance Program do not realistically lie within the 100-year floodplain.

In addition, the largest known flood on record (December 1964), largely considered to exceed the 100-year flood depths, was surveyed by the Army Corps of engineers within the City limits. Figure 3 and Attached is the figure produced by the ACOE, which clearly shows the floodplain extents and the lack of inundation within the City limits. While we understand that channel conditions and hydrology can change over time, it is hard to believe that the current 100-year floodplain is so much larger and deeper in extent than that seen during the 1964 event.

It is the goal of the City to have an accurate and reliable representation of the 100-year floodplain and the associated risks. This memorandum outlines areas of concern where the preliminary floodplain extents and depth exceed historical flooding.

ATTACHMENT #1

We believe that the resulting preliminary floodplain's base flood elevations are unrealistically high and artificially expand the City's Special Flood Hazard Area (SFHA). We recommend the City appeal the preliminary FEMA findings with the intention of having a more accurate and realistically defined floodplain extent and depth.

This technical review provides comments on the preliminary FIS, FIRM, hydraulic analysis, and supporting data provided by STARR II. The first part of this memo summarizes the technical and/or scientific inaccuracy of the hydraulic modeling approach for Orrs and Gibson Creek.

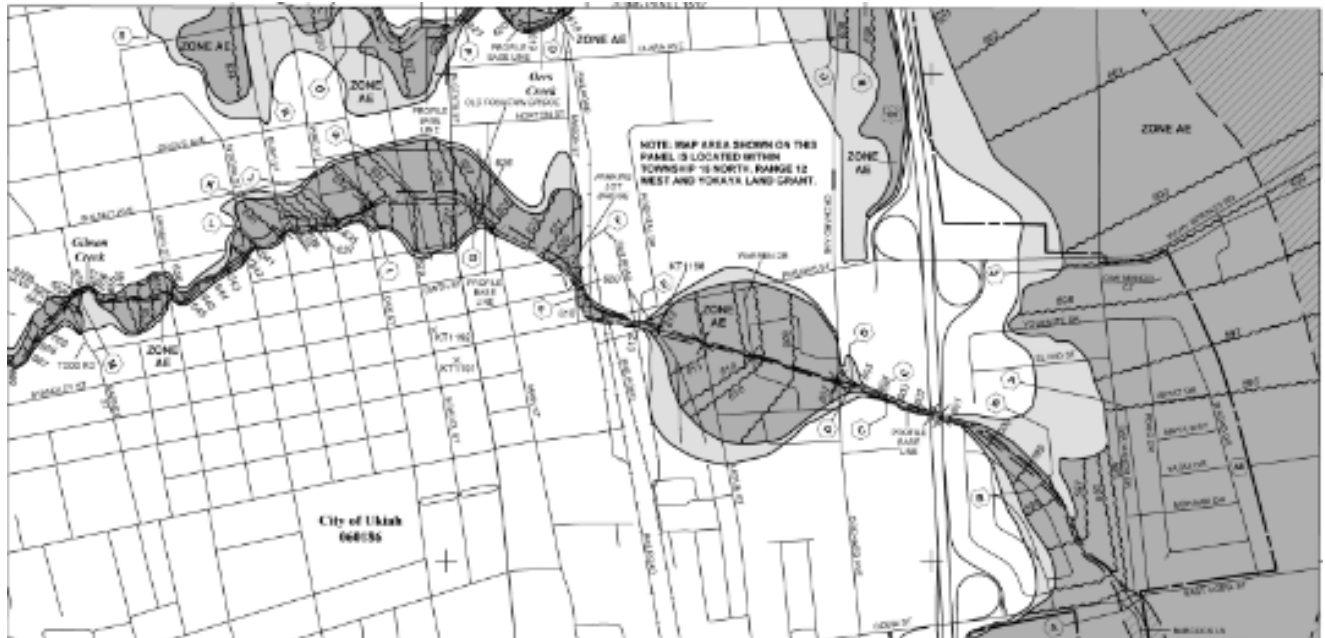


Figure 1 *Effective FIRM Panel 06045C1514F (June 2, 2011)*

ATTACHMENT #1

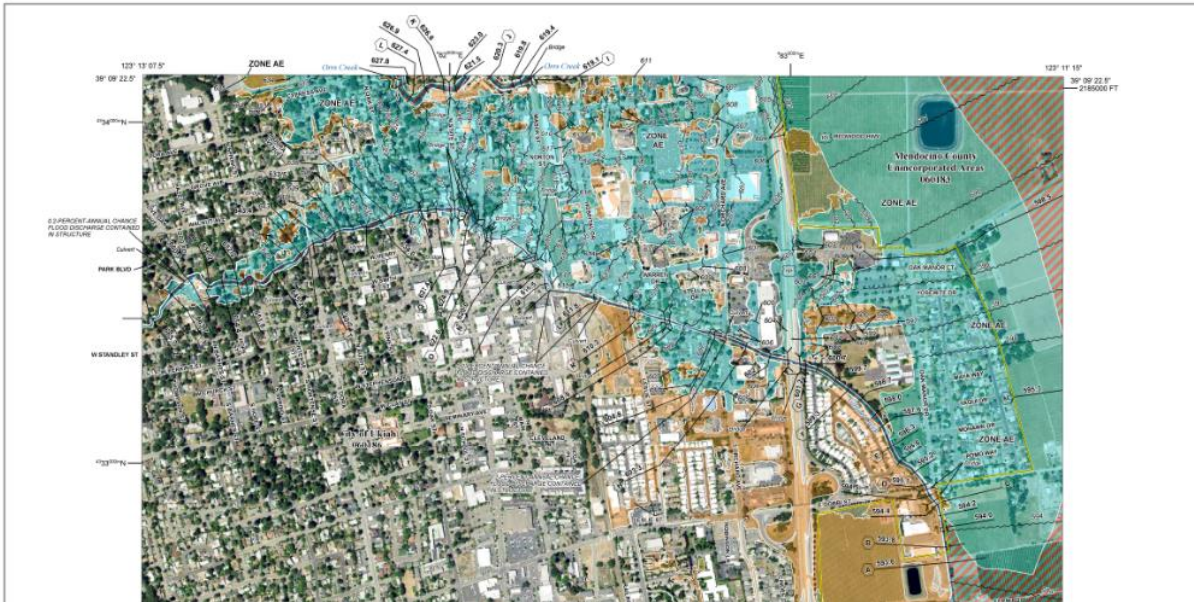


Figure 2 Preliminary FIRM Panel 06045C1514G (July 10, 2024)

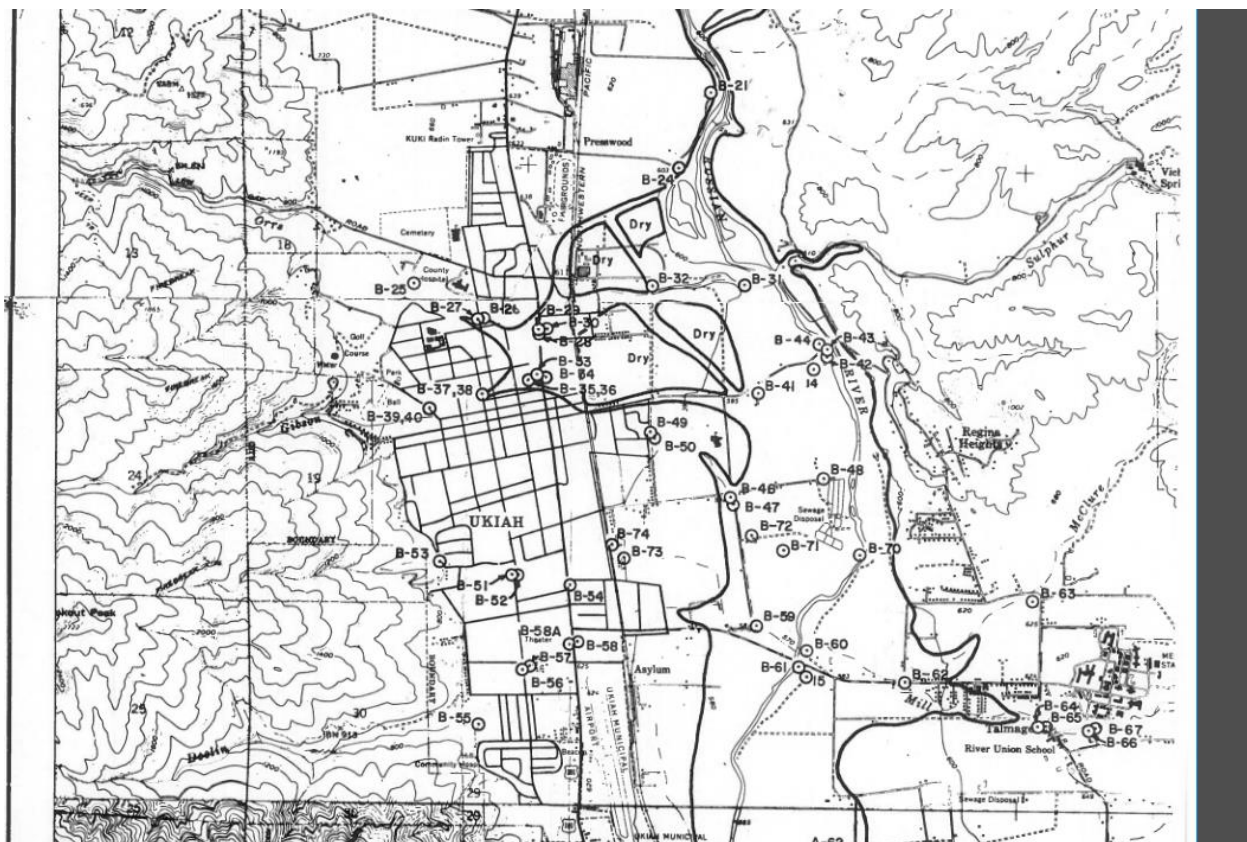


Figure 3 *Army Corps of Engineers recorded High Water Marks for the December 1964 flood event—note lack of inundation within the majority of the City of Ukiah*

2. Areas of Concern and Potential Flooding Inaccuracies

The impetus for this review of the preliminary FIRM update concerned the large expansion of the SFHA along and between Orrs Creek and Gibson Creeks (Figures 1 and 2) within the City (Tim Eriksen, P.E., City of Ukiah City Engineer, personal communication). Based on comments and feedback from a long-time local engineer (Ron Franz) who has completed hundreds of Elevation Certificates in the City limits, flooding in these expanded SFHA areas has not occurred, even during the December 2005 flood event (Ron Franz, personal communication). For reference, the December 30, 2005 flood event on the Russian River near Ukiah (USGS station: 11461000) observed peak flow was 22,600 cfs and exceeded the 1% annual exceedance flow (100-yr event) of 22,100 cfs estimated by the USGS (Gotvald et al. 2012) for this station.

The following sections highlight specific locations where the observations of City staff and professionals within Ukiah do not align with the anticipated flooding predicted by the STARR team's HEC-RAS model. In particular, crossings which have never been observed overtopping or contributing to floodplain flow from any event on record.

North Spring Street (Gibson Creek)

The North Spring Street crossing is the first structure on Gibson Creek in the HEC-RAS Model (Figure 4). During the 100-year storm event, the FEMA model predicts flow overtopping the crossing and contributing to floodplain inundation (Figure 5). The City Engineer, who grew up at 345 N. Spring Street near the creek and Spring Street intersection, reports no history of flooding in this area.

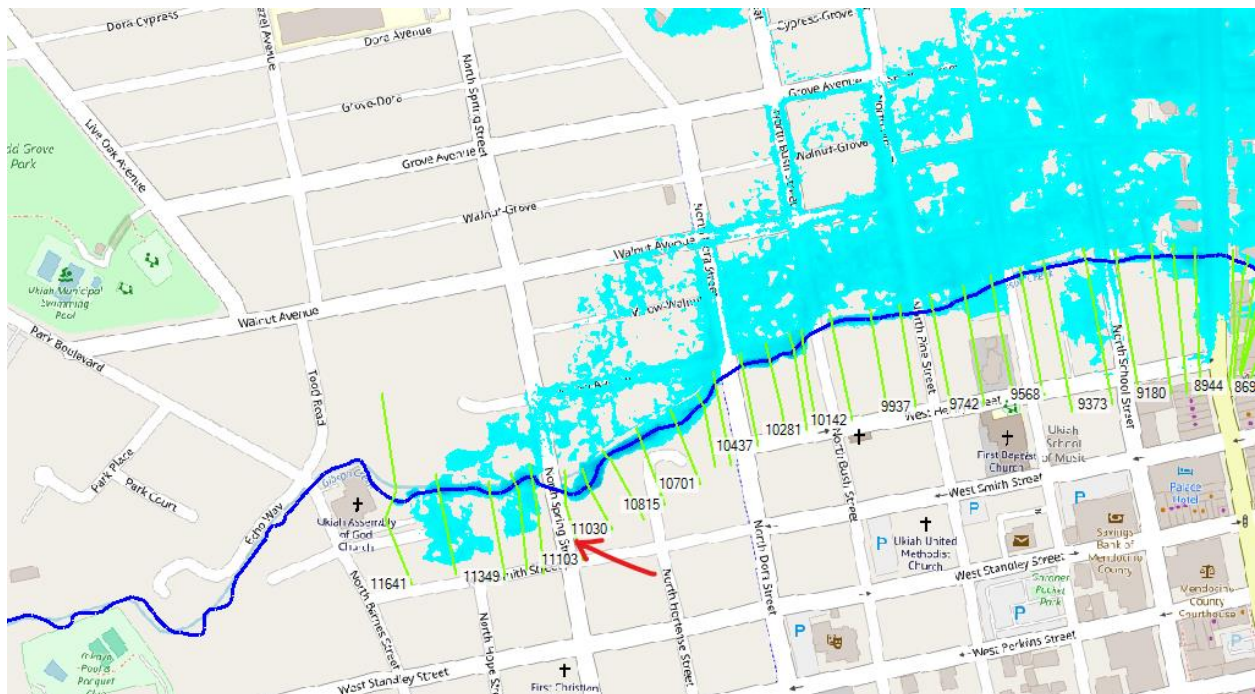


Figure 4 North Spring Street Inundation (FEMA Preliminary 100-Year)

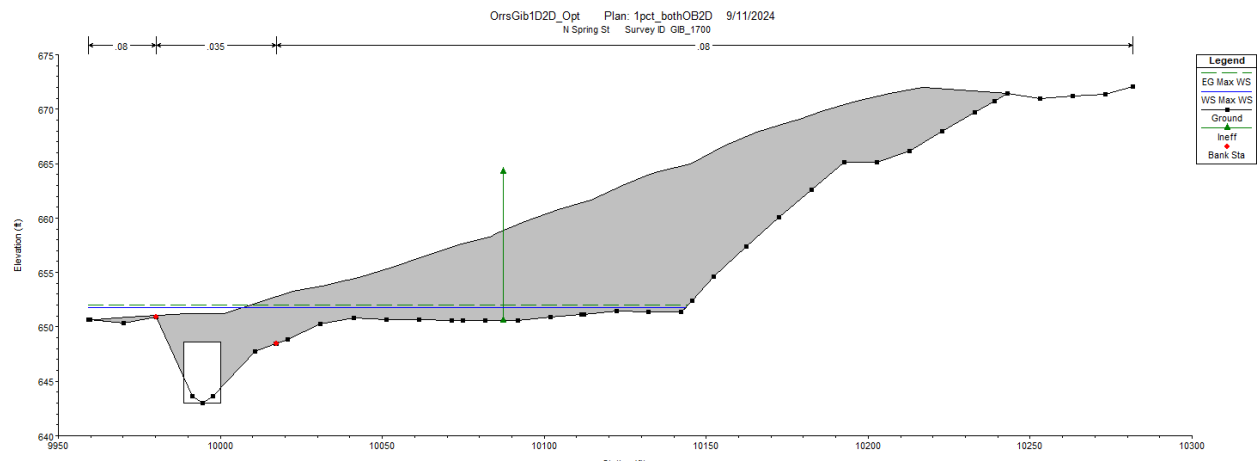


Figure 5 North Spring Street Crossing and overtopping from the Preliminary FEMA Model

North Pine Street (Gibson Creek)

The FEMA Preliminary model predicts over 140 cfs leaves the Gibson Creek channel between the North Pine Street crossing and the North Oak Street crossing. Both of which City staff report no history of flowing issues in past. Assuming the structure geometries are entered correctly into the model, excessive peak flows may result in artificial flooding sources in these locations.

The City Engineer has never observed flooding in these locations. Additionally, the model's cross sections show the 10-year event as having higher water levels than the 100-year event, which is inaccurate. The 10-year event has never overtopped this area, raising concerns that the model's inputs may be incorrect.



Figure 6 North Pine Street Inundation (FEMA Preliminary 100-Year)

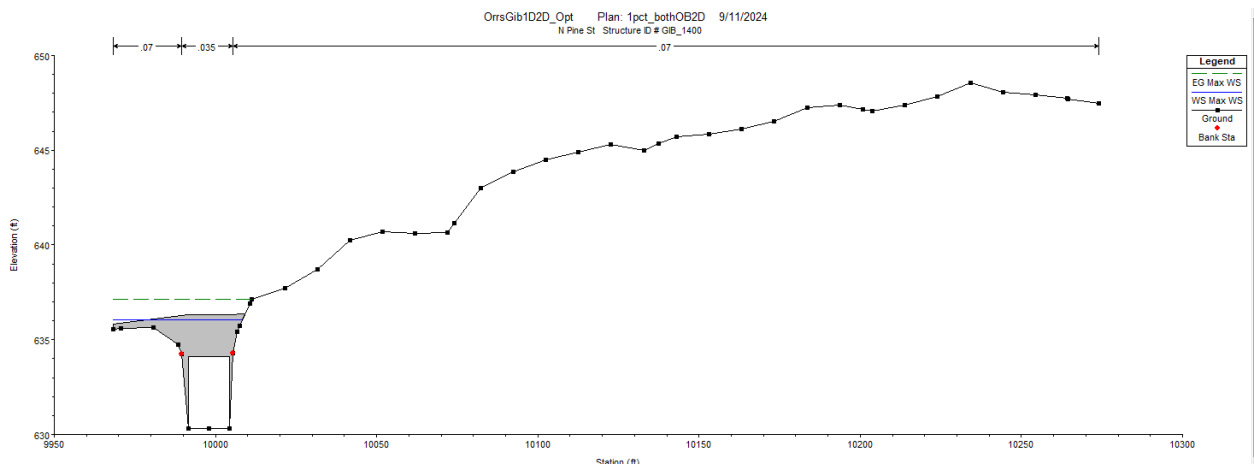


Figure 7 North Pine Street Crossing and overtopping from the Preliminary FEMA Model

ATTACHMENT #1

North State Street (Gibson Creek)

The model's cross sections for North State Street and Gibson Creek show approximately 1.0 foot of inundation during a 10-year event and 1.5 feet during a 100-year event. However, the City Engineer has never observed flooding at these levels during either event.

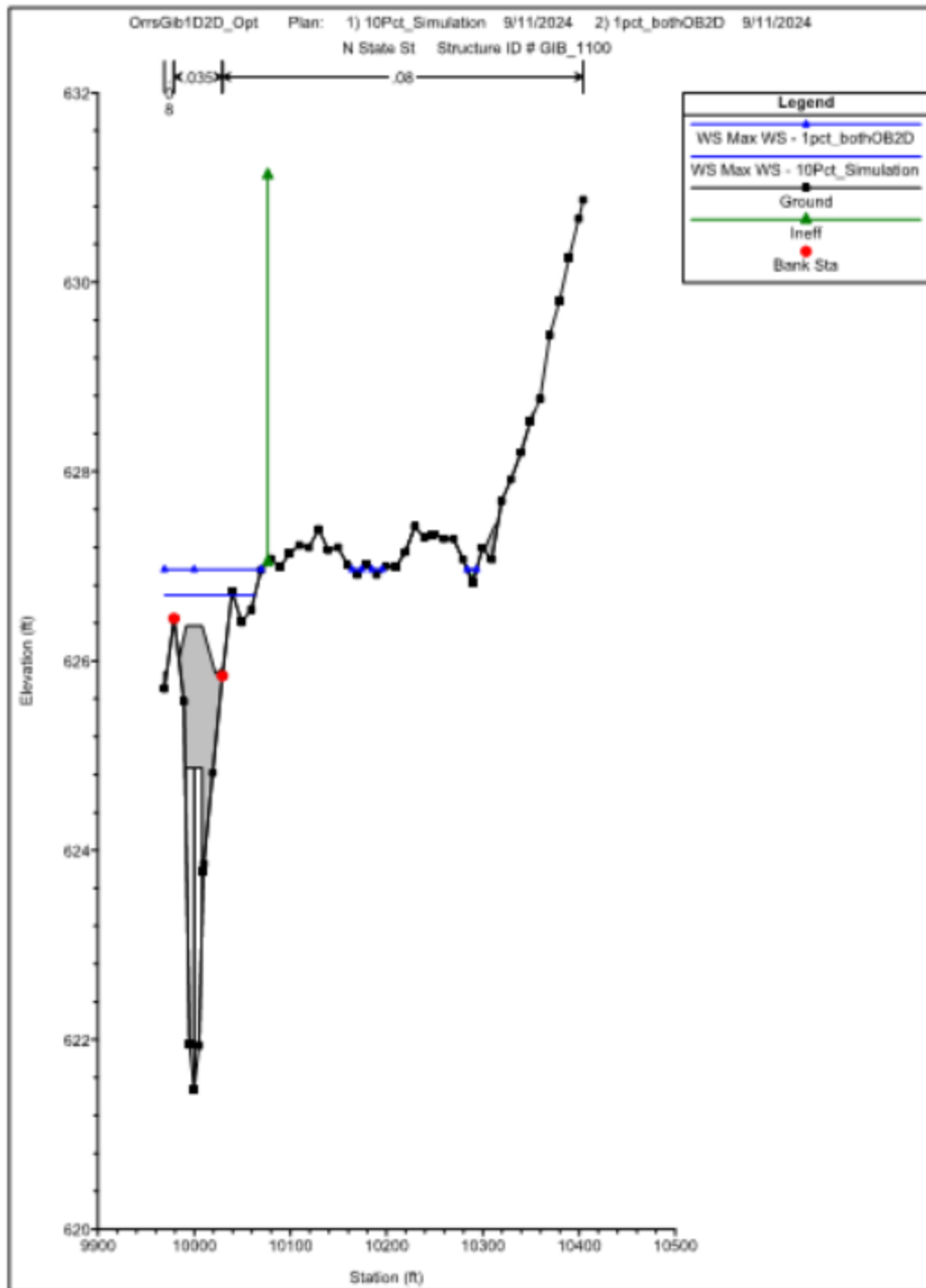


Figure 8 North State Street Crossing and overtopping from the Preliminary FEMA Model

Orchard Avenue (Orrs Creek)

The Orchard Avenue Bridge was built in 2012 and was subsequently required to be built to modern building standards including building for the conveyance of the 100-year design storm event. The FEMA Preliminary Model predicts the backwatering of the Orrs Creek Channel upstream of the bridge resulting in over 500 cfs leaving the channel to the right and left floodplain areas. City staff report no known flooding instances at this location, indicating an unrealistic prediction of flooding in this area.

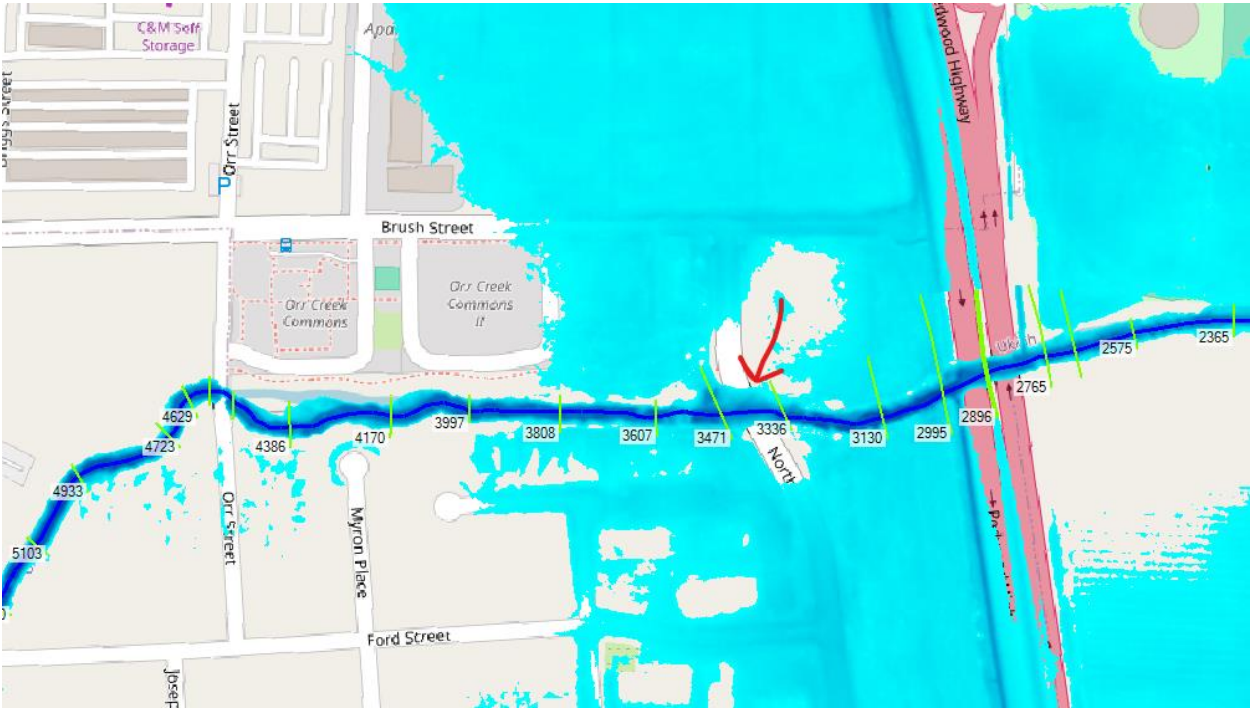


Figure 9 Orchard Avenue Inundation (FEMA Preliminary 100-Year)

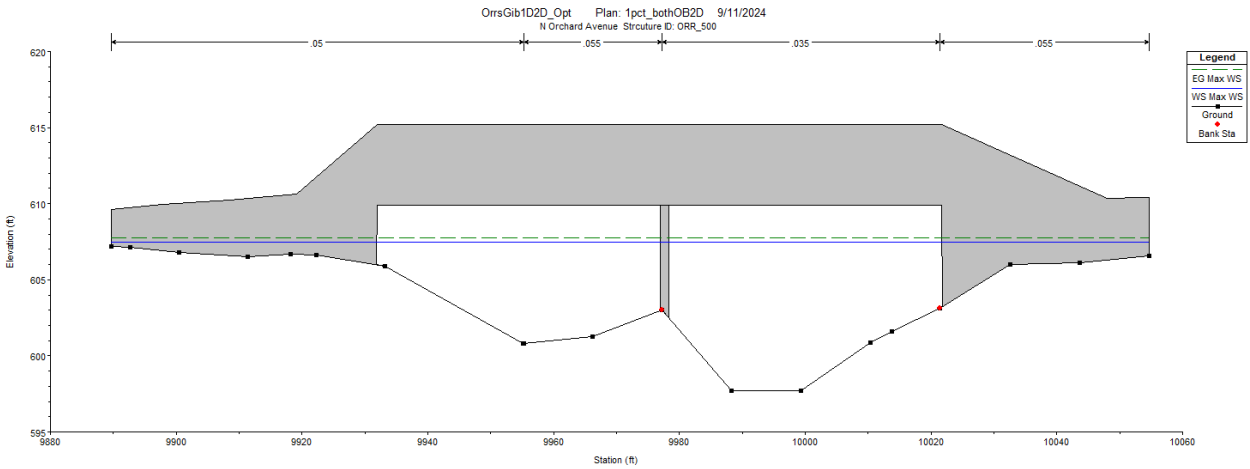


Figure 10 Orchard Avenue Crossing, backwatering upstream sections causing overtopping of both banks

FEMA 10-Year Floodplain Extents

In addition to the number of the crossings within Orrs and Gibson Creeks which show overtopping during the 100-year event, the provided HEC-RAS model developed by the STARR team also includes floodplain inundation associated with the 10-year storm event (Figure 11). Over the past 10 years, the City of Ukiah has experienced a number of storms close to and exceeding the rainfall totals of a 10-year event. City Public Works and City Engineers both report no significant flooding inundation with the City. Compare that to the predicted 10-year inundation extents and it raises a number of questions to the validity of the results provided by the HEC-RAS model. In some places the model is predicting over a foot of depth during the 10-year event. For example, the Orchard Avenue Bridge previously discussed and installed in 2012 shows significant channel overtopping during the 10-year event. A bridge crossing that City staff have never seen reach anywhere close to the top of bank, let alone overtop and contribute to floodplain inundation.

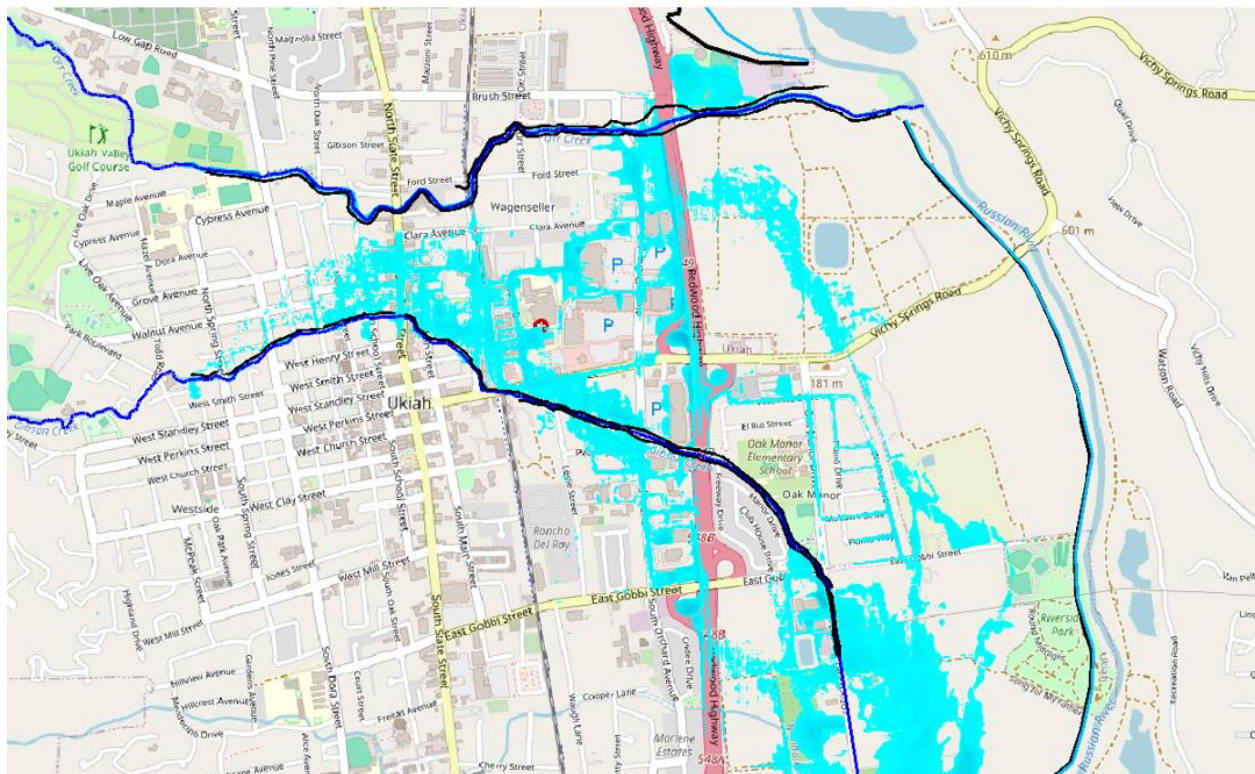


Figure 11 FEMA 10-Year Max. Inundation depth

ATTACHMENT #1

The model shows that the neighborhood bordered by Peach Street, Orchard Avenue, Leslie Street, and Perkins Street would be completely inundated in a 10-year event. The city engineer has never seen any flood activity in a 100-year or 10-year event. To make it worse, the model shows that in a 10-year event the water depth would be 2.5 feet (Figure 12).

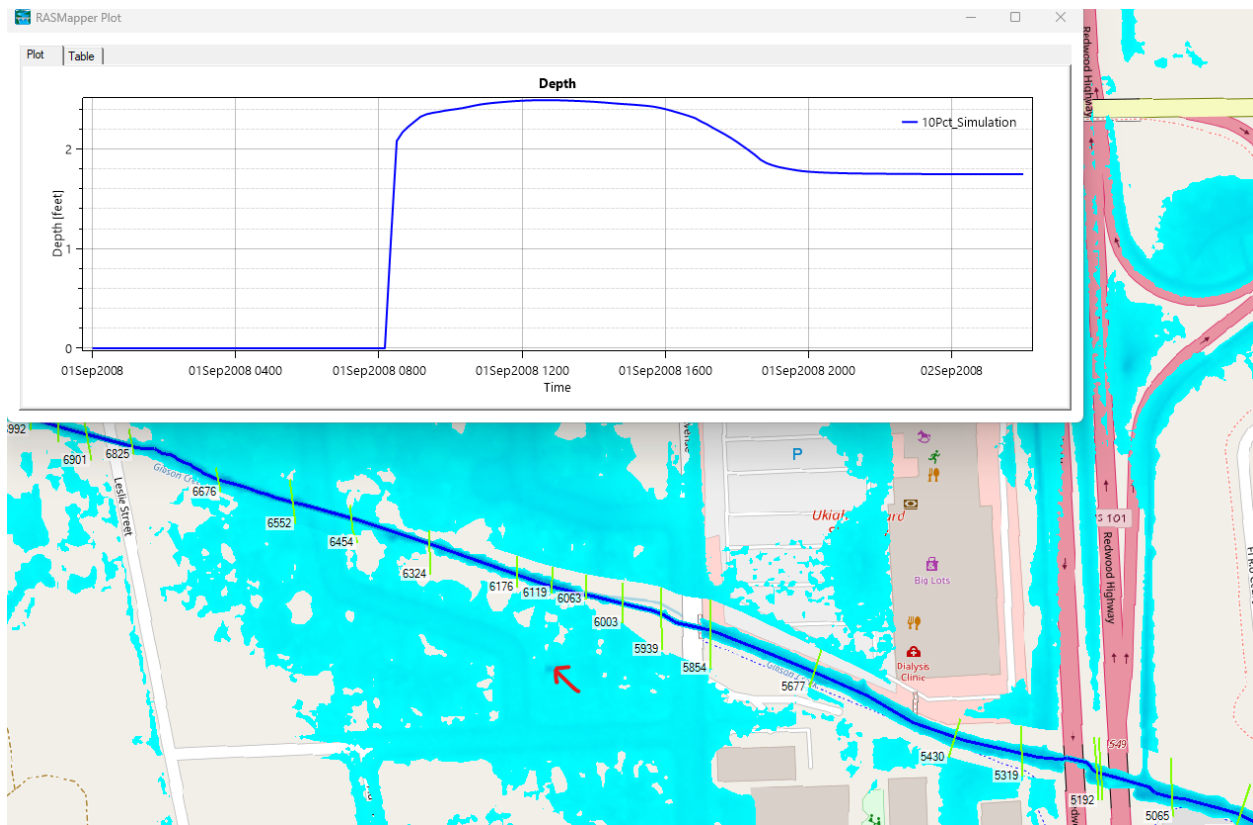


Figure 12 FEMA 10-Year Max. Inundation depth in Peach Street Subdivision

Hydrology

The above sections highlight specific areas of concern where predicted water surface elevations are much higher than observed by City staff or recorded by Army Corps surveyors. One potential explanation could be the use of the Regional Regression Equations to develop peak flows for the Orrs, Gibson, and Doolin Creeks. If the level of uncertainty for the Regional Regression Equations is high (approx. 40%), then the resulting peak flows could be over predicted for the channels in question, resulting in artificial flooding and exaggerated overtopping of structures.

In addition, the HEC-RAS model provided by the STARR team applies a single hydrograph at the upstream end of each channel representing the total watershed flow. However, we know that the timing of rainfall runoff within the City center would occur quicker than the upstream watershed, which may attenuate the peak of the storm and result in reduced peak flows within the channels.

One area of improvement would be the development of a more comprehensive HEC-HMS hydrologic model which captures the timing of the various sub-basins and better represents the actual hydrology within the City and the upstream watersheds.

3. Summary

The Preliminary FEMA submittal for the City of Ukiah is missing several key elements that would aid in understanding the model development, assumptions, and results, including:

- Workmap
- Survey Workplan

Additionally, the assumptions and hydraulic analysis used for Orrs Creek, Gibson Creek, and the floodplain between them contain significant discrepancies. These discrepancies have led to physically unrealistic water surface elevations between the creeks and the surrounding floodplain, resulting in artificially high proposed base flood elevations (BFEs) in the area. These elevated BFEs have also caused an unnecessary and extensive expansion of the Special Flood Hazard Area (SFHA).

One of the main issues is the separation of the two creeks into independent one-dimensional (1-D) models and the intermediate floodplain into a two-dimensional (2-D) model. This approach has led to errors in the assumptions and execution of the model. It is recommended that a single, integrated hydraulic model be developed, utilizing a true HEC-RAS 1D/2D coupled approach that incorporates both Gibson Creek, Orrs Creek, and the intermediate floodplain to better reflect real-world conditions.

Based on these findings, GHD strongly recommends that the City of Ukiah formally appeal the Preliminary FEMA findings to ensure a more accurate and reliable representation of flood risks.

4. References

Gotvald, A.J., Barth, N.A., Veilleux, A.G. and C. Parrett. 2012. Methods for determining magnitude and frequency of floods in California, based on data through water year 2006: U.S. Geological Survey Scientific Investigations Report 2012–5113,

Ron W. Franz
Civil Engineering & Land Surveying

March 14, 2023

FEMA
C/O Tim Eriksen, City Engineer
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

RE: Proposed changes to the FEMA Flood Insurance Rate Maps in and around the City of Ukiah, CA

Dear FEMA:

I am writing this letter in response to the proposed flood map changes in and around the City of Ukiah. I have reviewed the proposed new maps, primarily panels 06045C1512G, 1514G and 1518G dated preliminary April 22, 2022. I have also met with engineers and planners at the City of Ukiah and have had discussions with the hydrologist that the City is working with for their appeal. I have also spoken with some of the land owners that could be affected by these maps, many of them have owned these properties for well over 50 years.

I am a private licensed Civil Engineer and a licensed Land Surveyor in Ukiah. I have lived in the Ukiah community my whole life, of over 60 years. I have worked exclusively in this area as a private engineer and surveyor for nearly 40 years. I am extremely familiar with all of the streets, the creeks and the Russian River throughout this area and have done more than 500 Elevation Certificates in Mendocino County, most of them in and around the City of Ukiah. I've also processed about 50 LOMA's for homes and businesses in the area. I have also personally witnessed the largest flood in recorded history in this valley which occurred in December 2005 and have seen a couple of the other top 5 floods in this area back in the 1990's.

Based on my review of these proposed maps, on my local knowledge and expertise, on my discussions with property owners and other professionals, my general response to the proposed new flood limits and Base Flood Elevations is that these maps are horribly inaccurate and completely outrageous. If FEMA adopts these maps, the impact on the local community, homeowners, and businesses will be devastating. The proposed flooding limits is not even close to reality in most areas of the maps. In many areas on these maps it is completely physically impossible to flood as shown.

If FEMA proposes to update and revise the flood maps in this area, I strongly suggest that actual detailed on-site field work and investigations be done. FEMA engineers and hydrologists need to meet on-site with local experts to see how flooding actually occurs in this area prior to implementing any changes. Only then will they be able to generate flood maps that may represent reality. I would be glad to meet on-site with any engineer or hydrologist from FEMA to help them gather accurate information.

2335 Appolinaris Drive ----- Ukiah, California 95482
Phone 707-462-1087

I have attached to this letter a few things, a copy of the LOMA/LOMR that was done by a local engineer back in 1985 for the Brush Street area north of Orrs Creek. That LOMA was approved and accepted by FEMA and has been used as the basis of flooding for much of the development in that area. I assume that this would have to be honored by FEMA which would completely change the proposed new maps. I have also attached a few copies of portions of the proposed new maps with my misc. notes and comments. Below, I'll address a few of these maps.

Brush Street triangle (north of Orrs Creek):

This is an approximately 100 acre area with a mix of high density housing, light commercial and mostly vacant and fallow farm land. Much of the as-yet undeveloped area has been filled and raised to above the BFE in anticipation of future development. It lies north of Orrs Creek, east of the railroad and west of Highway 101. The 1985 LOMA/LOMR for this area accurately shows how flooding in this area may actually occur with ponding in much of this relatively flat area. I have worked on most of the parcels in this area and know all of the owners of the undeveloped portion. I spoke with 2 of the owners, both local people who have owned this property for well over 50 years. They both stated that none of this area flooded during the December 2005 flood, which was the largest flood in recorded Ukiah history. The only minor flooding and ponding occurred along a very narrow strip along the highway.

The proposed new flood map for this area shows all of the area north of Orrs Creek flooding with depths 3' or 4' deeper than the existing flood map. It also shows a water surface with fairly steep slopes heading east and generally matching with the water surface slope in the Orrs Creek channel. This is completely impossible. There is no way for flood water to get, over 2000 feet northerly, into this area and then continue flowing easterly at rates of about 8 feet per second and then just stop at the highway. Then once all of this water (probably about 10 times as much as is flowing in the creek channel) somehow just stops at the highway and then magically gets back to the creek channel before it crosses the highway. This will absolutely not happen. If this area floods at all, it will build up about a foot deep at the highway and then cross the highway more than 1000 feet north of Orrs Creek. It will never get back to the creek. Mapping in this area needs to change, flooding will never happen as shown.

Area between Orrs Creek and Gibson Creek:

Another general area of concern is the huge area between Orrs Creek and Gibson Creek. This area is mostly residential to the north and west and commercial on the east portion up to Highway 101. None, or very little, of this area is currently in the floodplain. The proposed new map shows all of it being added to the floodplain. The new map also shows a fairly steep water surface which means fairly fast moving water heading east. This massive volume of water then again, just stops at the highway and somehow finds it's way across the highway in 3 or 4 tiny little areas. Again, this is completely impossible. Also, none of this area flooded during the 2005 flood except for minor flooding along the creeks and maybe a little ponding adjacent to the

ATTACHMENT #2

highway. I personally know the owners of the majority of the commercial property along Orchard Avenue and they stated that none of their properties, including JPPenny, Kohls and Home Depot got anywhere near flooding.

Doolin Creek:

Doolin Creek is a fairly small creek that flows through mainly residential areas. One area that I question is the large area that is proposed to be added to the floodplain between the railroad and South State Street. The floodplain generally, and accurately, follows along the creek channel in this area. The map shows the same situation where all of this new floodplain area is flowing quickly east and then just stops at the railroad. Then, again, somehow all of this water just goes north and ends up back in the Doolin Creek channel at a very small culvert crossing. This won't happen, if this area were to flood, it will build up a foot at the tracks and will then flow east across the tracks and down Talmage Road.

McClure Creek (west Talmage area):

Was this area actually included in the new FEMA hydrolic study? The proposed new map shows a huge area being added to the floodplain between Russian River and McClure Creek. This area, about 70 acres, is a mix of residential and farm land. Where is this flooding coming from? From the river or from McClure Creek? Why is this new area being labeled as Zone A without Base Flood Elevations? If a study was done, FEMA must have flood levels. Some of this area along the river and directly along McClure Creek does flood but about 80% of this new area has never flooded and based on existing ground elevations, it will never flood. Also putting this in a Zone A instead of a Zone AE is horrible. Without Base Flood Elevations, homeowners in this area will not be able to prove whether they are in or out.

Please review my comments and the attached information and abandon these terribly inaccurate maps. The majority of the proposed flood map changes shown on these maps are just not correct and need to be changed. If these maps are adopted, the impact to this community will be devastating and will have unnecessary long lasting negative affects.

Sincerely

Ron W. Franz

Ron W. Franz
PLS 7173
RCE 43938





Federal Emergency Management Agency

Washington, D.C. 20472

JAN 11 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IA-RA-RS (102) By _____
Community: Mendocino County, CA 95424
Effective Date of
Revision: JAN 07 1985
Community Number: 060183
Suffix Code: B

Honorable John Cimolino
Chairman, Mendocino County Board of Supervisors
Mendocino County Courthouse, Room 113
Ukiah, California 95482

*Area north of Orrs
Creek and east of
Orchard Ave

Dear Chairman Cimolino:

Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) Panels 0784, 0792, and 0811 for your community have been revised to modify the elevations, flood boundaries, and zone designation of a flood having a one-percent chance of occurrence in any given year (base flood) along Orrs Creek upstream of U.S. Highway 101. The base flood elevations on the above-mentioned panels, presently shown as ranging from 601 feet National Geodetic Vertical Datum (NGVD) to 610 feet NGVD, have been modified and now range from 601 feet NGVD to 605 feet NGVD. The zone designation has been modified from Zone A7 to Zone A5. Flood boundaries for areas designated as Zone B have also been modified. These changes were made after reviewing data that were submitted by George C. Rau of Scherf & Rau, Inc., Ukiah, California. The revision amends the currently effective FIRM and FBFM dated June 1, 1983. The changes described above are shown on the enclosed copy of the map titled: "Orrs Creek FIRM Revision From Highway 101 to Ford Street," dated March 29, 1984, revised May 16, June 7, and November 5, 1984, prepared by Scherf & Rau, Inc., Ukiah, California. This Letter of Map Revision will be followed by a physical map revision.

This modification has been made pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and is in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65.

Public notification of modifications to base flood elevations and zone designations will be given in the Ukiah Daily Journal on January 17, 1985, and January 24, 1985. In addition, a notice of changes will be published in the Federal Register.

As required by the legislation, a community must adopt and enforce flood plain management measures to ensure continued eligibility to participate in the

National Flood Insurance Program. Therefore, your community must enforce these regulations using, at a minimum, the base flood elevations, zones, and floodways in the Special Flood Hazard Areas as shown on the FIRM and FBPM for your community, including the above-mentioned zone designation and zone boundary modifications.

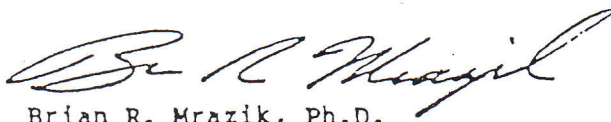
The community number and suffix code listed above will be used for all flood insurance policies and renewals issued for your community on and after the effective date listed above.

The revised base flood elevations, zone designation, and flood boundaries are effective on the date of this letter; however, within 90 days of the second publication in the Ukiah Daily Journal, a citizen may request the Federal Emergency Management Agency (FEMA) to reconsider this determination. Any request for reconsideration must be based on scientific or technical data. All interested parties are on notice that, until the 90-day period elapses, the determination by FEMA itself may be modified.

A Consultation Coordination Officer (CCO) has been designated to assist you with any problems that you may have concerning the new base flood elevations, flood boundaries, and zone designation. The CCO will be the primary liaison between your community and FEMA.

Any questions may be directed to your CCO. Your CCO is Robert Johnson, located at the FEMA Regional Office in San Francisco. He can be reached at (415) 556-9840; or, you can contact members of my staff at (202) 287-0700.

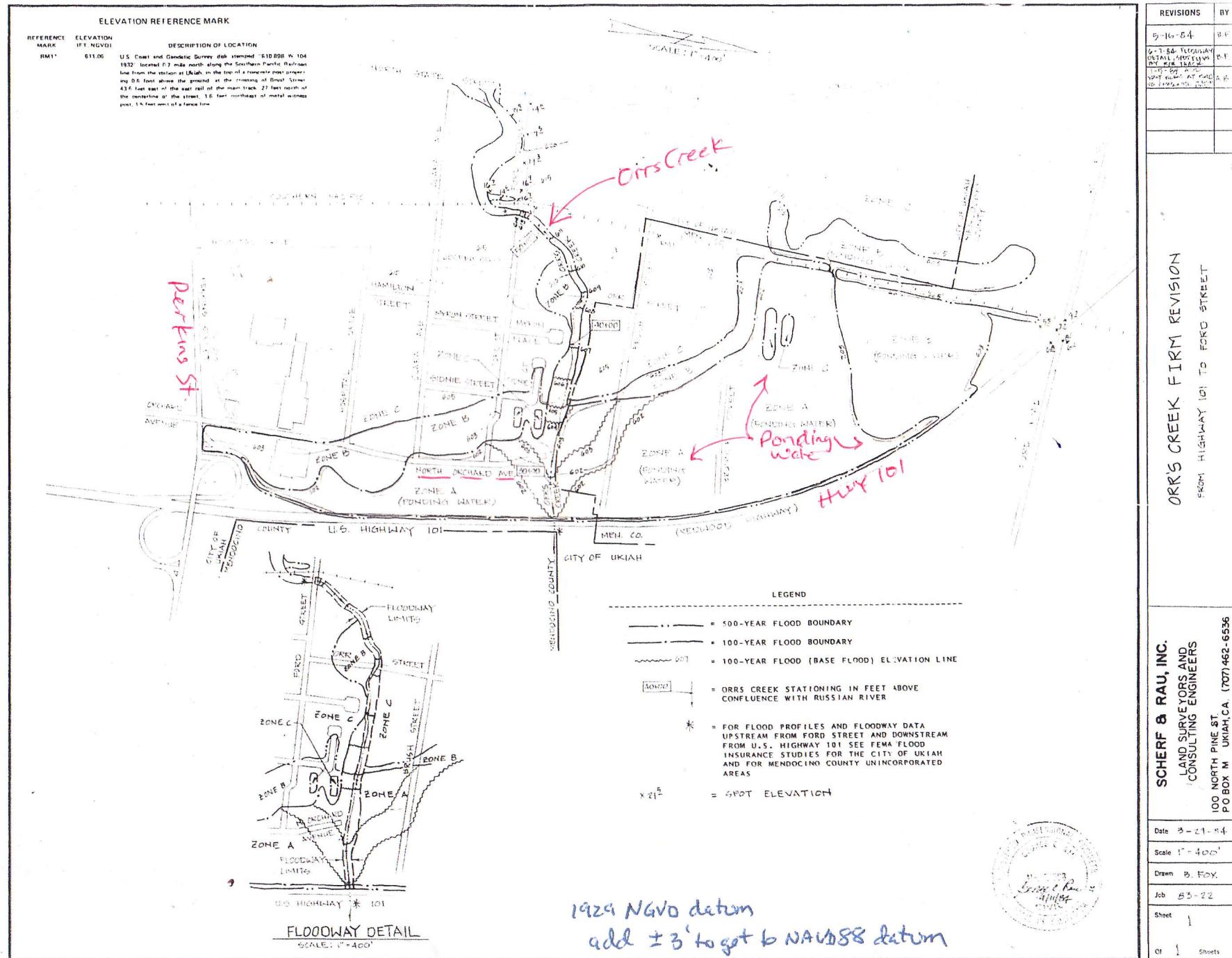
Sincerely,



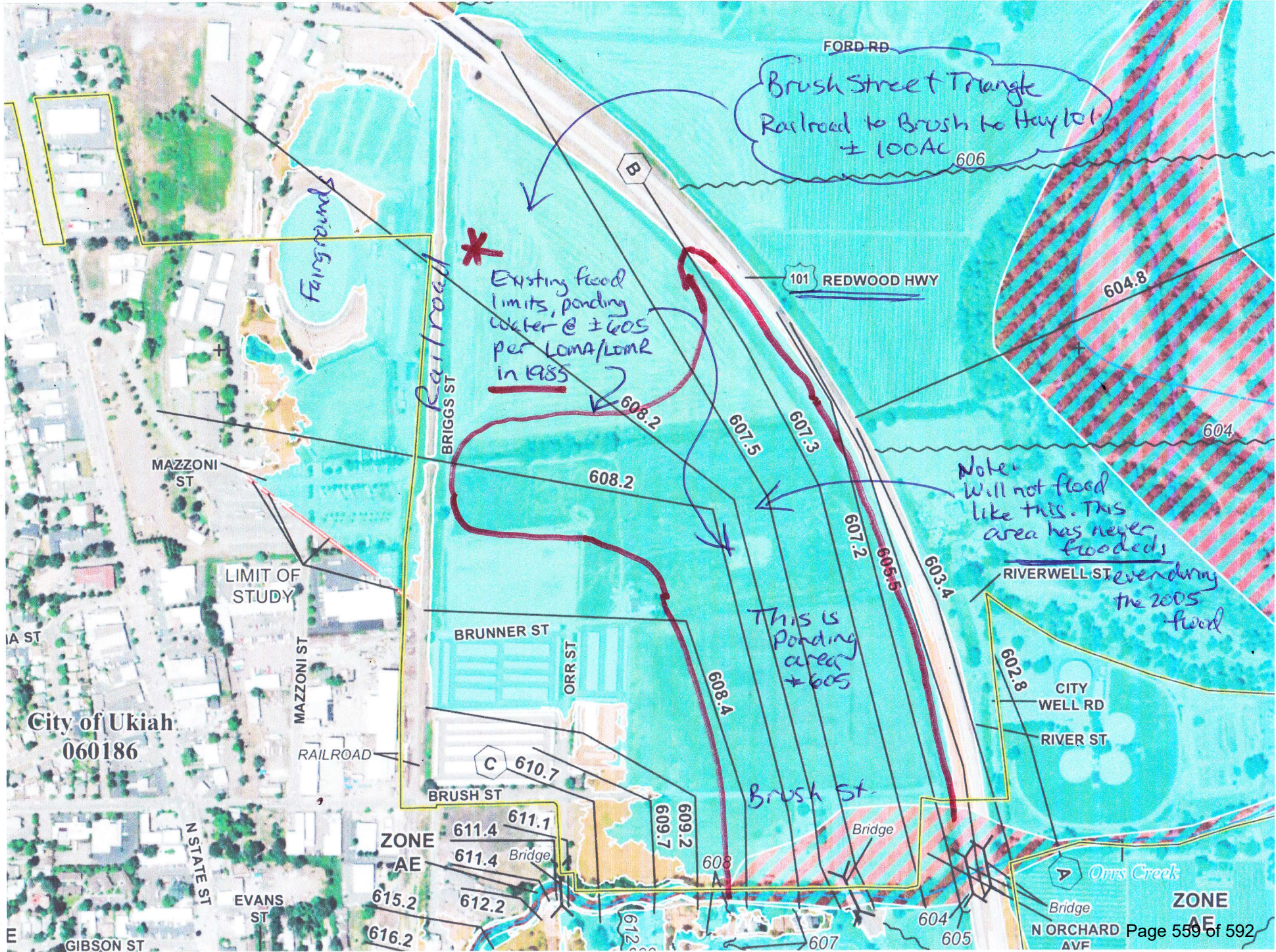
Brian R. Mrazik, Ph.D.
Chief, Risk Studies Division
Federal Insurance Administration

Enclosure

cc: Mr. George C. Rau, Scherf & Rau, Inc.
Mr. Victor Holanda, Director, Department of Planning and Building Services



06045C1512G (1 of 11)



☐ [www.hardhat.com](#)

☐ [www.hardhats.com](#)

☐ [www.hardhats.co.uk](#)



Done

06045C1514G (2 of 11)

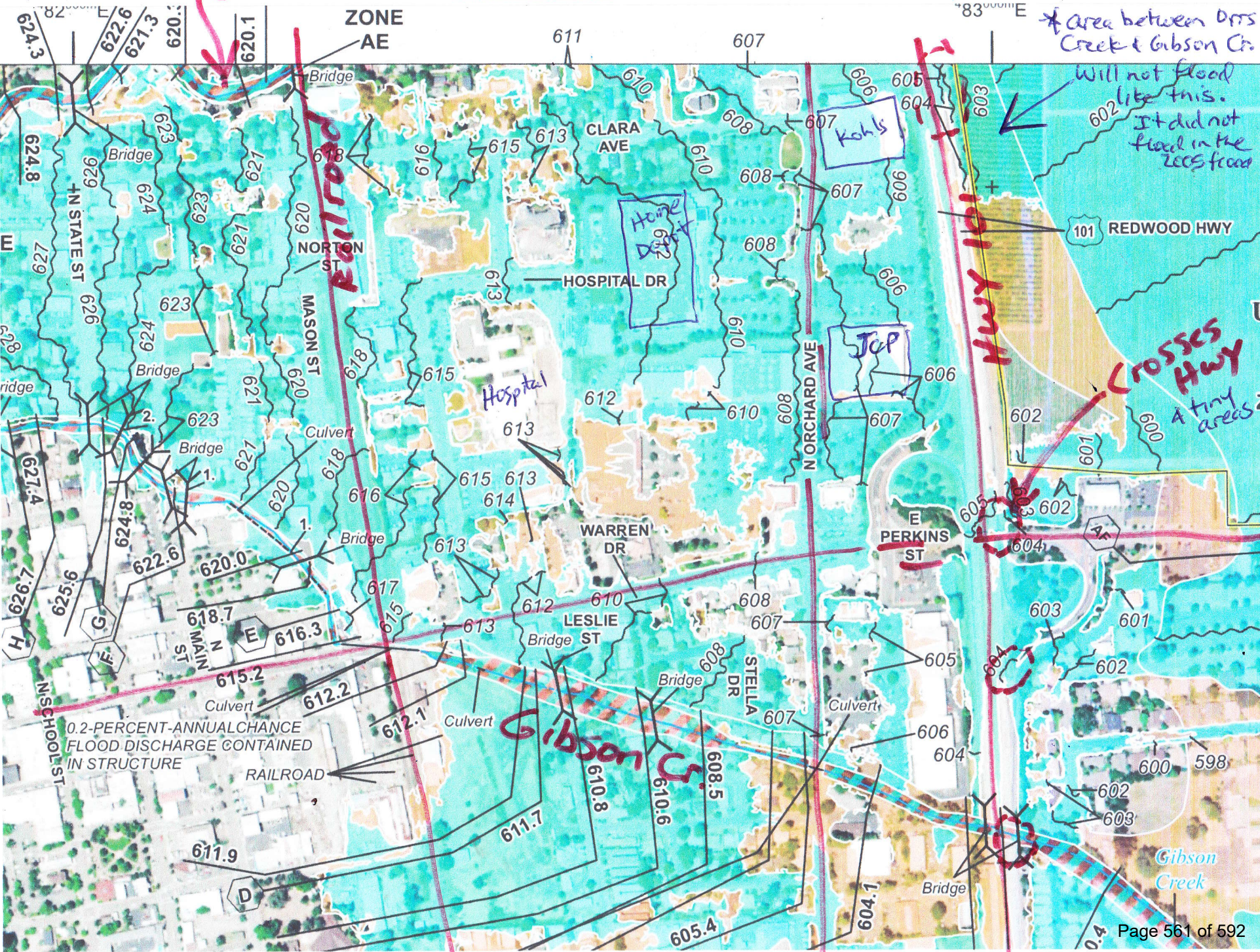
Drrs Creek

*Area between Drrs Creek & Gibson Cr.

Will not flood like this. It did not flood in the 2005 flood

101 REDWOOD HWY

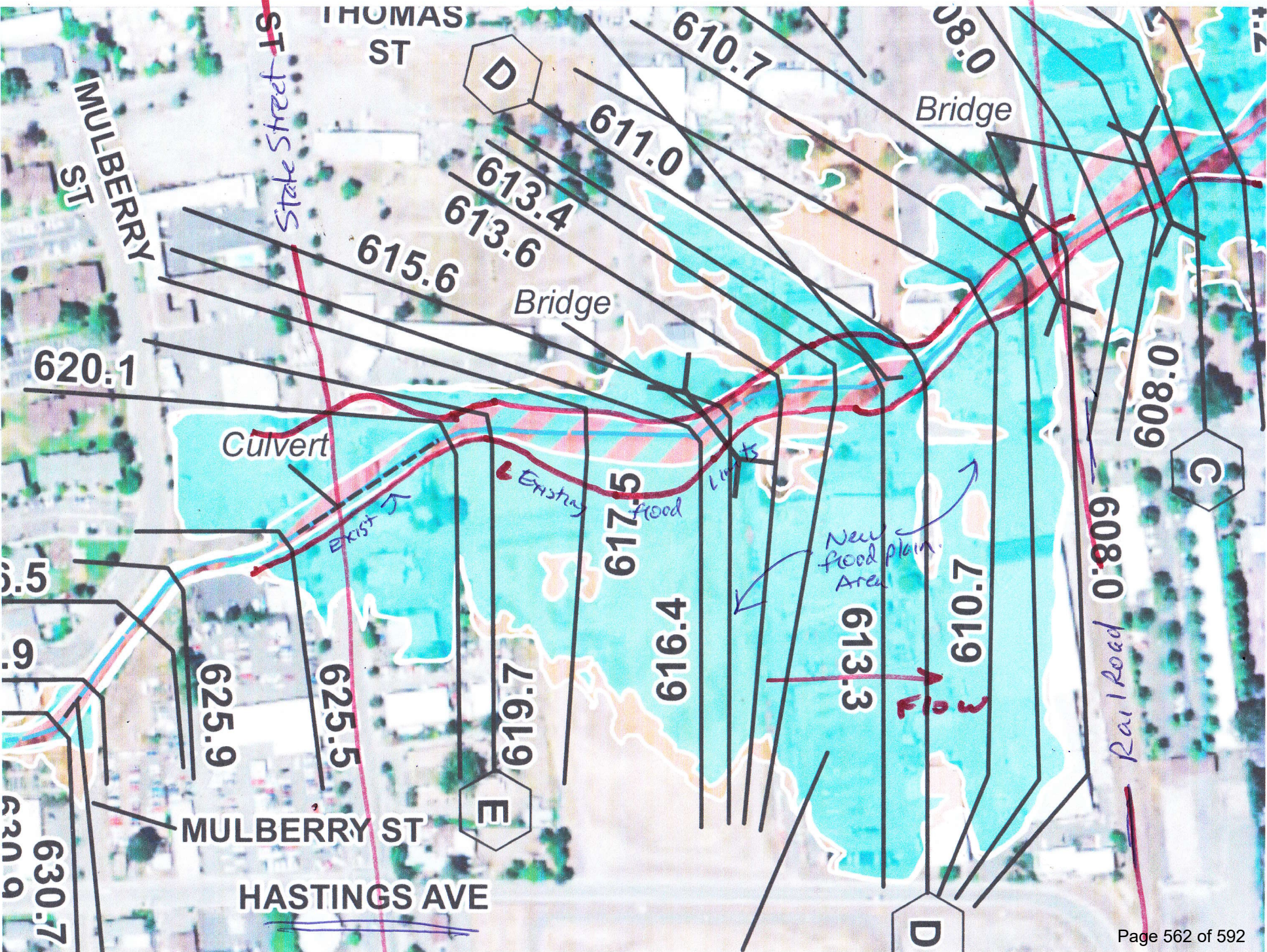
Crosses Hwy
A tiny areas



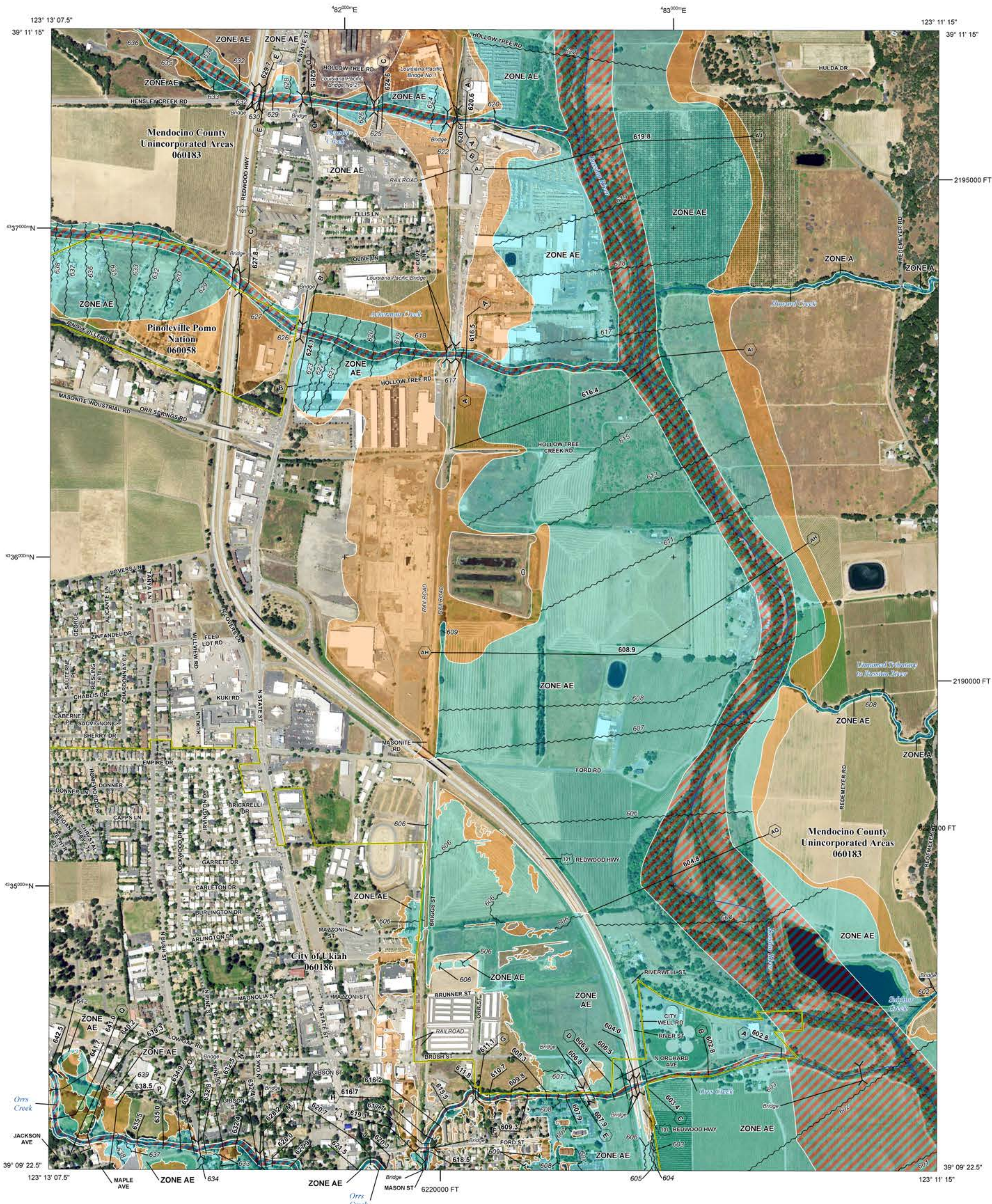
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06045C1514G (2 of 13)

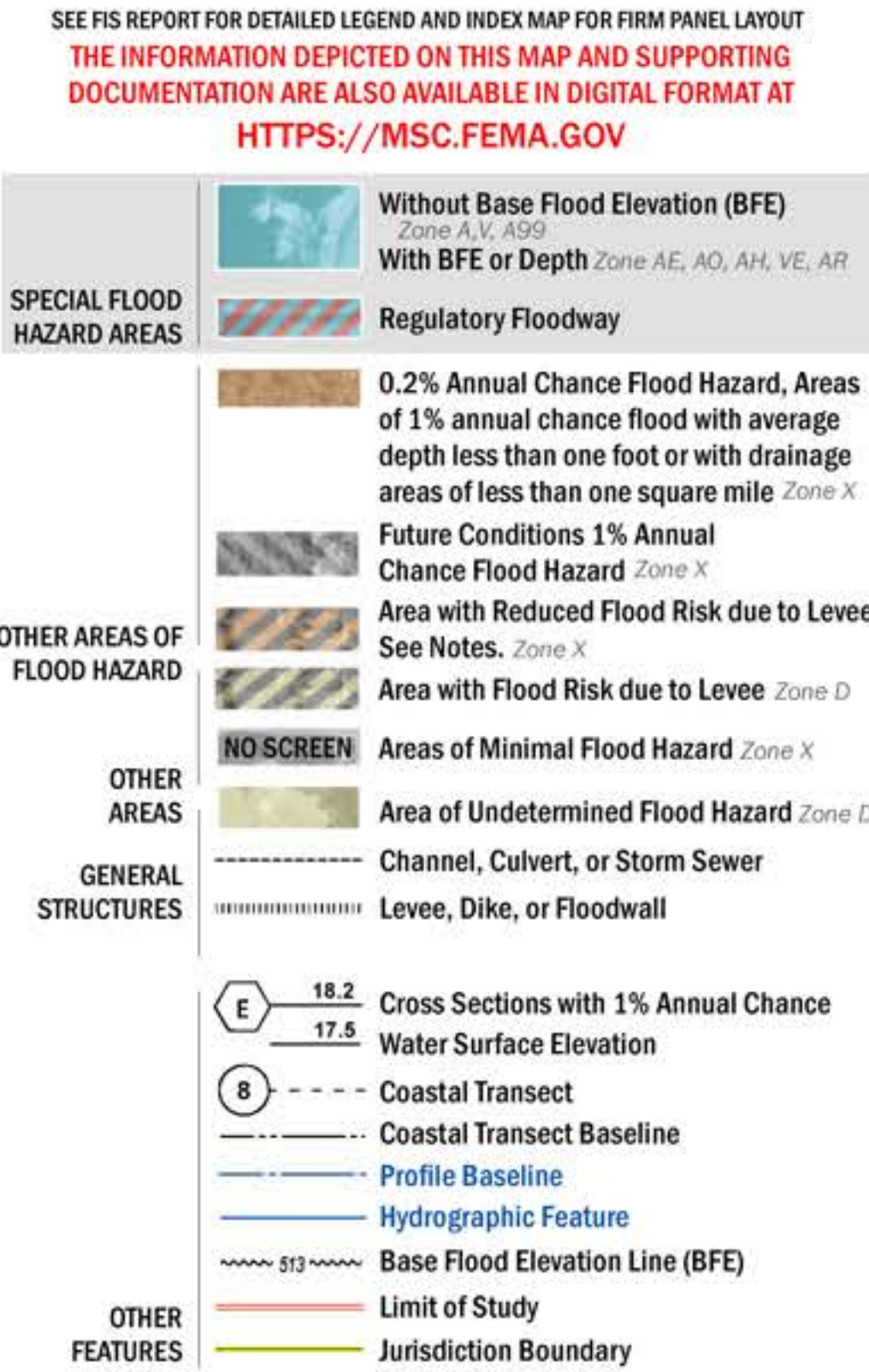
Doolin Creek







FLOOD HAZARD INFORMATION



NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://mfc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

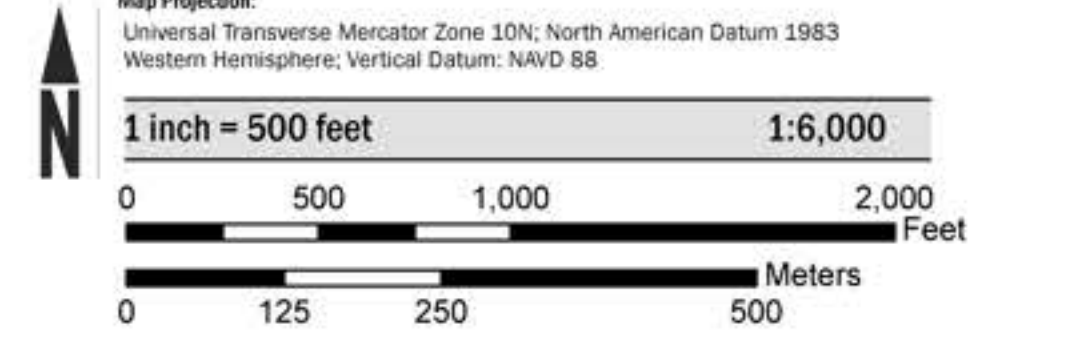
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

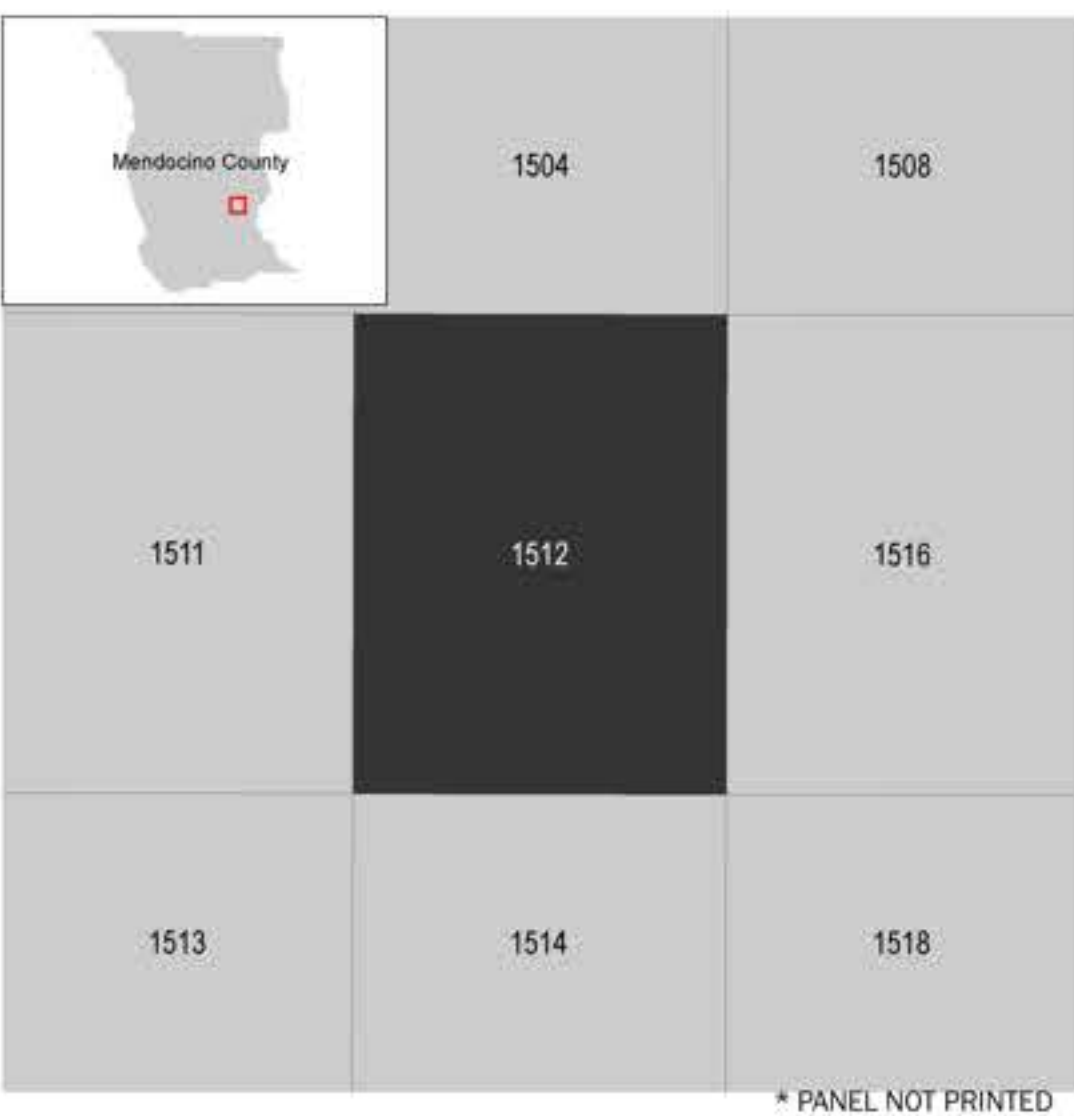
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was provided in digital format by the United States Department of Agriculture National Resource Conservation Service (USDA-NRCS). This information was derived from digital orthophotography at a 1-meter resolution from photography dated 2016.

SCALE



PANEL LOCATOR



FEMA
National Flood Insurance Program

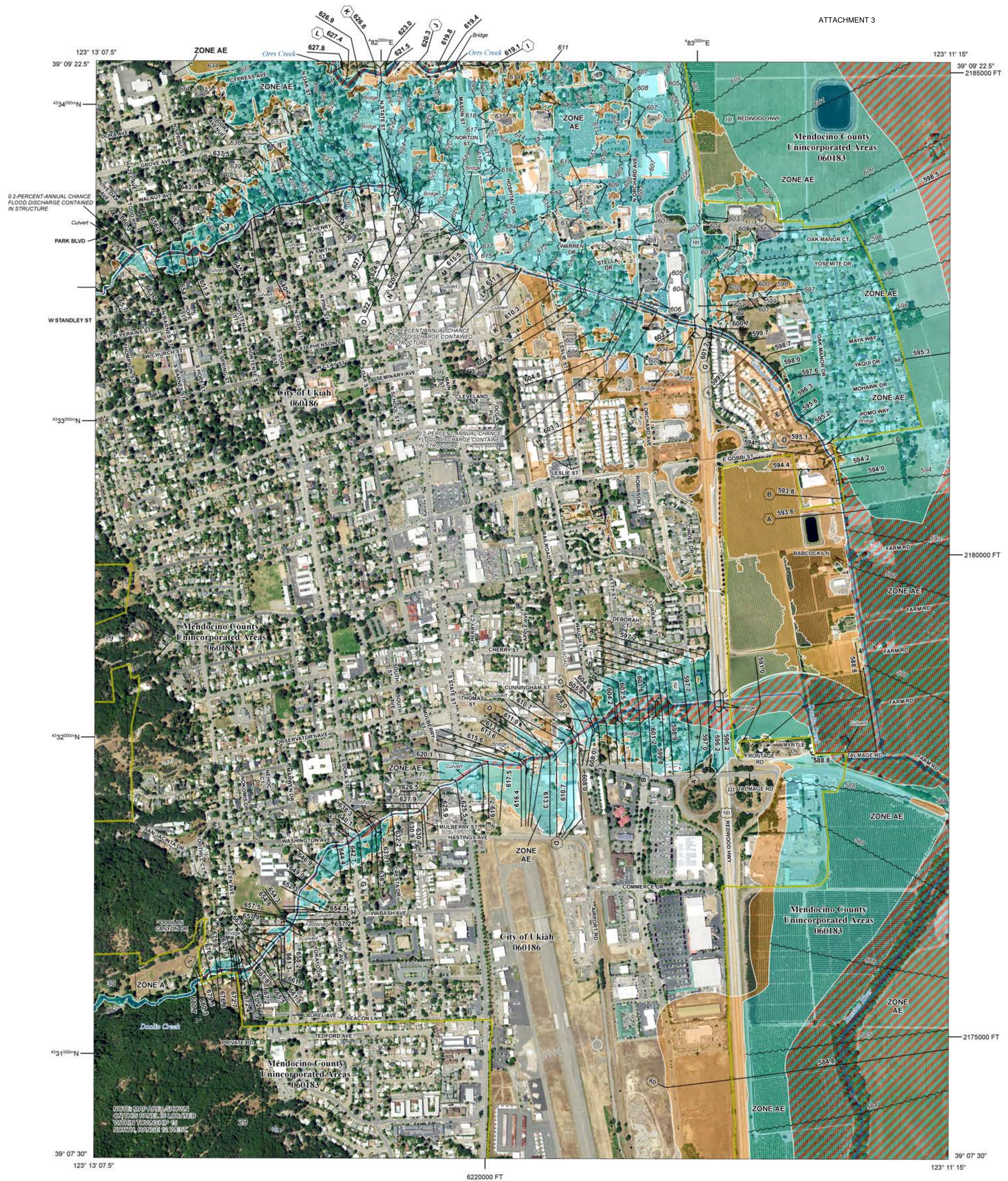
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
MENDOCINO COUNTY, CALIFORNIA
And Incorporated Areas
PANEL 1512 of 2100

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
MENDOCINO COUNTY	060183	1512	G
PINOLEVILLE POMO NATION	060058	1512	G
UKIAH, CITY OF	060186	1512	G

REVISED PRELIMINARY
7/10/2024

VERSION NUMBER
2.6.4.6
MAP NUMBER
06045C1512G
MAP REVISED



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A/V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
OTHER AREAS OF FLOOD HAZARD		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levees See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
		NO SCREEN Areas of Minimal Flood Hazard Zone X
OTHER AREAS		Area of Undetermined Flood Hazard Zone I
		Channel, Culvert, or Storm Sewer
GENERAL STRUCTURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
OTHER FEATURES		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

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For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

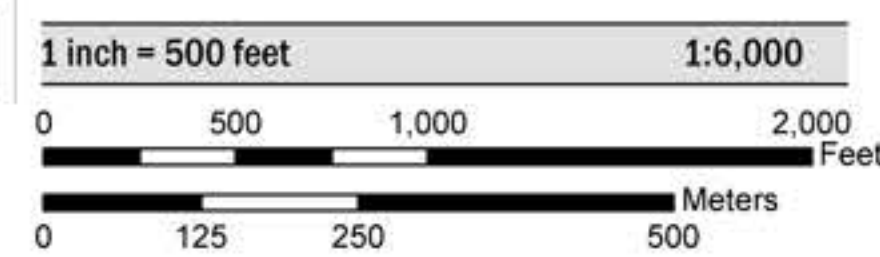
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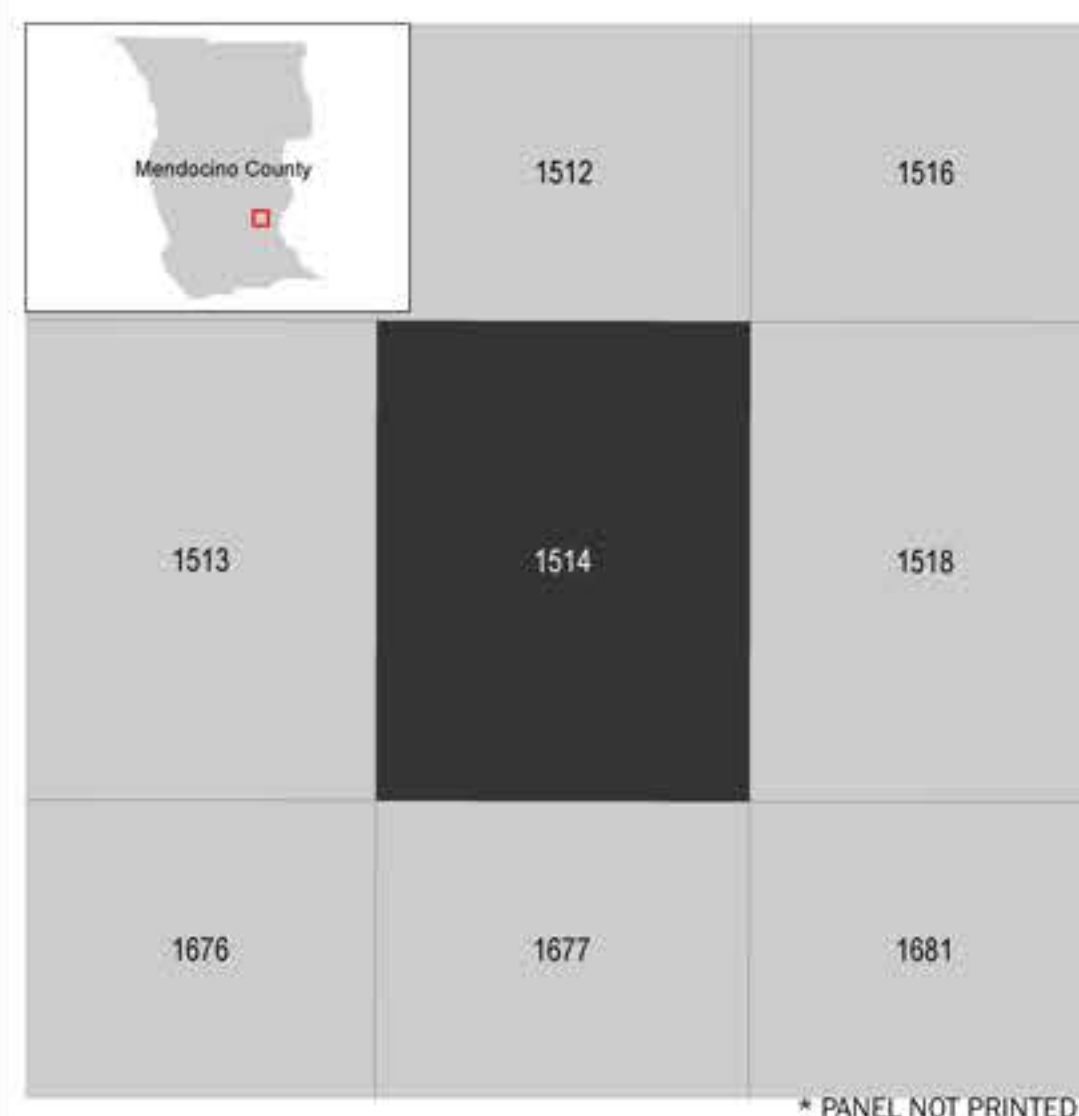
Base map information shown on this FIRM was provided in digital format by the United States Department of Agriculture National Resource Conservation Service (USDA-NRCS). This information was derived from digital orthophotography at a 1-meter resolution from photography dated 2016.

SCALE

Map Projection:
Universal Transverse Mercator Zone 10N; North American Datum 1983
Western Hemisphere; Vertical Datum: NAVD 88



PANEL LOCATOR



* PANEL NOT PRINTED



FEMA
 NATIONAL FLOOD INSURANCE PROGRAM

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

**MENDOCINO COUNTY,
CALIFORNIA**
And Incorporated Areas
PANEL 1514 OF 2100



Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
MENDOCINO COUNTY	060183	1514	G
UKIAH, CITY OF	060186	1514	G

**REVISED
PRELIMINARY
7/10/2024**

VERSION NUMBER
2.6.4.6

MAP NUMBER
6045C1514G
MAP REVISED



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Resolution Provided by Cal Cities in Support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act.

DEPARTMENT: City Manager / Admin

PREPARED BY: Maya Simerson, Project & Grant Administrator, Sage Sangiacomo, City Manager

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. Prop 36 Resolution
2. Prop 36 Comparison Table
3. 14a Correspondence Received - Todd Schapmire

Summary: Council to consider adopting a Resolution provided by Cal Cities (League of California Cities) supporting Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act, which appears on the November 5, 2024, ballot and proposes changes to current laws to allow increased penalties for certain theft and drug crimes, as well as measures for rehabilitation and treatment for drug-related offenses.

Background: Each year, city leaders collaborate to develop advocacy priorities for the League of California Cities which works on behalf of local government to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians. One of the four 2024 Advocacy Priorities for the League is to advance solutions that help reduce crime and provide more support to people struggling with substance abuse. More specifically, this advocacy priority is described as follows:

Improve public safety in California communities.

A spike in retail theft, violent smash-and-grab robberies, fentanyl deaths and illicit drug use, and back-to-back natural disasters, as well as strained social services are creating challenges beyond the capacity of local governments. Cal Cities will partner with the state to advance solutions that help reduce crime, increase emergency service capacity, and provide more support to those residents struggling with substance abuse. We will work with the Legislature, the Governor, and allies to craft legislation that will reform Proposition 47, while avoiding a return to the days of mass incarceration.

Over the course of the year, Cal Cities has actively engaged in both legislative and ballot box efforts to make tailored reforms to Proposition 47 (2014).

Discussion: This summer, the Cal Cities Board voted to support Proposition 36, [the Homelessness, Drug Addiction, and Theft Reduction Act](#); which, if passed by voters in November, would create a deterrent for repeat retail theft offenders and redirect some people towards treatment rather than incarceration. Cal Cities has developed a sample city resolution in support of Prop. 36 (Attachment #1), as well as a side-by-side comparison of the measure and the retail theft package signed by Gov. Gavin Newsom last month (Attachment #2).

The following background is from Legislative Analyst's Office (LAO):

Proposal

Proposition 36 makes several key changes related to punishments for theft and drug crimes. First, it increases

punishment for some of these crimes. Second, it creates a new treatment-focused court process for some drug possession crimes. Third, it requires courts to warn people convicted of selling or providing illegal drugs to others that they can be charged with murder if they keep doing so and someone dies.

Increases Punishment for Some Theft and Drug Crimes

Proposition 36 increases punishment for some theft and drug crimes in three ways:

- **Turns Some Misdemeanors Into Felonies.** For example, currently, theft of items worth \$950 or less is generally a misdemeanor. Proposition 36 makes this crime a felony if the person has two or more past convictions for certain theft crimes (such as shoplifting, burglary, or carjacking). The sentence would be up to three years in county jail or state prison. These changes undo some of the punishment reductions in Proposition 47.
- **Lengthens Some Felony Sentences.** For example, Proposition 36 allows felony sentences for theft or damage of property to be lengthened by up to three years if three or more people committed the crime together.
- **Requires Some Felonies Be Served in Prison.** For example, as discussed above, sentences for selling certain drugs (such as fentanyl, heroin, cocaine, or methamphetamine) can be lengthened based on the amount sold. Currently, these sentences are served in county jail or state prison depending on the person's criminal history. Proposition 36 generally requires these sentences be served in prison.

Creates New Court Process for Some Drug Possession Crimes

Proposition 36 allows people who possess illegal drugs to be charged with a "treatment-mandated felony," instead of a misdemeanor, in some cases. Specifically, this applies to people who (1) possess certain drugs (such as fentanyl, heroin, cocaine, or methamphetamine) and (2) have two or more past convictions for some drug crimes (such as possessing or selling drugs). These people would generally get treatment, such as mental health or drug treatment. Those who finish treatment would have their charges dismissed. Those who do not finish treatment could serve up to three years in state prison. This change undoes some of the punishment reductions in Proposition 47.

Requires Warning of Possible Murder Charges for Selling or Providing Drugs

Proposition 36 requires courts to warn people that they could be charged with murder if they sell or provide illegal drugs that kill someone. This warning would be given to people convicted of selling or providing certain drugs (such as fentanyl, heroin, cocaine, and methamphetamine). This could make it more likely for them to be convicted of murder if they later sell or provide illegal drugs to someone who dies.

Recommended Action: Staff Recommendation: Adopt a Resolution supporting Proposition 36, which appears on the November 5, 2024, ballot and proposes changes to current laws to allow increased penalties for certain theft and drug crimes, as well as measures for rehabilitation and treatment for drug-related offenses.

Alternate Actions: 1) Develop a resolution opposing Proposition 36; 2) Take no action; or 3) Provide additional direction to Staff.

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: Sage Sangiacomo, City Manager

DIVERSITY-EQUITY INITIATIVES (DEI): n/a

CLIMATE INITIATIVES (CI): n/a

GENERAL PLAN ELEMENTS (GP): n/a

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY OF UKIAH IN SUPPORT OF PROPOSITION 36, THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT.

WHEREAS, While Prop 47 achieved notable success in making California’s criminal justice system more equitable, Prop 47 has also led to unintended consequences over the past decade; and

WHEREAS, Prop 47 has contributed to increases in repeat and often organized retail theft, the shuttering of local businesses, and difficulty convincing people to seek drug and mental health treatment; and

WHEREAS, These unintended consequences can only be corrected by the voters at the ballot box with modest amendments to Prop 47; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that, with the recently adopted legislative Retail Theft Package, provide more tools to increase safety in our communities; and

WHEREAS, Spikes in retail theft, violent smash-and-grab robberies, fentanyl deaths and illicit drug use, as well as strained social services, are creating challenges beyond the capacity of local governments; and

WHEREAS, Cities are partnering with the state to advance solutions that help reduce crime and provide more support to residents struggling with substance abuse, while avoiding a return to the days of mass incarceration; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers; and

WHEREAS, Breaking the cycle of repeat offenders means addressing the many root causes of retail theft; and

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act allows critical behavioral health services, drug treatment, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse; and

WHEREAS, It's time for meaningful and tailored reforms to our justice system to ensure the safety of our communities; and

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Ukiah formally expresses support for Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act and the benefit that it provides for our community's safety.

PASSED, ADOPTED and APPROVED this 2nd day of October, 2024, by the following vote on roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josephina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk



Retail Theft Package and Proposition 36

Recently, Gov. Gavin Newsom signed a 10-bill package addressing retail theft. The table below compares Proposition 36 — the ballot initiative sponsored by the District Attorneys that would make changes to Proposition 47 — with the retail theft package signed by the Governor.

PROVISION	PROPOSITION 36	LEGISLATIVE PACKAGE (NO AMENDMENTS TO PROPOSITION 47)	RELEVANT BILL NUMBERS
Fentanyl			
Fentanyl possession with firearm	Adds to list of crimes with penalties of 2, 3, or 4 years in prison.	Not in package.	
Fentanyl increasing penalties	Increases penalties from 2 to 20 years depending on the amount.	Not in package.	
Treatment mandated felony	Creates a new crime for hard drug possession with tiered penalties up to 25 years.	Not in package.	
Retail Theft			
Aggregation	Provides that any case involving one or more acts of theft or shoplifting may be aggregated into a single count or charge.	Not in package.	
Auto theft	Does not address this issue.	Closes the loophole under existing law regarding locked cars.	SB 905 (Wiener)
Cargo theft	Does not address this issue.	Adds cargo theft to the Regional Property Crime Task Force operated by the CHP.	AB 1972 (Alanis)
Fencing	Does not address this issue.	Expands existing law for online marketplaces to report high-volume sellers to law enforcement.	SB 1144 (Skinner)
Fires	Does not address this issue.	Makes it a factor in aggravation if an offense	SB 1242 (Min)

PROVISION	PROPOSITION 36	LEGISLATIVE PACKAGE (NO AMENDMENTS TO PROPOSITION 47)	RELEVANT BILL NUMBERS
		was carried out in a merchant's premises to commit retail theft.	
Increased penalties	Increases penalty enhancements for property crimes for up to 4 years and allows the court to impose enhancements with another single count.	Increases penalty enhancements for resale of property or stolen property in the commission of a felony for up to 4 years and allows the court to impose enhancements with another single count. No changes to Proposition 47.	AB 1960 (Rivas)*; SB 1416 (Newman)
Multi-jurisdictional offenses	Does not address this issue.	Allows local jurisdictions to file charges that deal with offenses across county lines.	AB 1779 (Irwin)
Organized retail theft	Several provisions related to acting in concert and increasing penalties for organized retail theft. However, it does not address the sunset date of the statute. (Does not amend the same code section as the legislative bills).	Removes the sunset clause on the organized retail theft statute.	AB 1802 (Jones-Sawyer); SB 982 (Wahab)
Police ability to arrest	Does not address this issue.	Provides that under certain circumstances police can arrest without a warrant.	AB 2943 (Zbur)
Probation	Does not address this issue.	Provides that the term of probation for shoplifting or petty theft would be two years.	AB 2943 (Zbur)
Repeat offenders	An offender with two prior convictions of petty theft or shoplifting can be	Creates a new crime for shoplifting which can be charged as a felony but does not change the threshold amount of \$950.	AB 2943 (Zbur)

PROVISION	PROPOSITION 36	LEGISLATIVE PACKAGE (NO AMENDMENTS TO PROPOSITION 47)	RELEVANT BILL NUMBERS
	charged with a felony regardless of value. Amends Proposition 47.		
Restraining orders	Does not address this issue.	Creates the Retail Theft Restraining Order for repeated attempts of shoplifting which can be requested by city attorneys, retailers, or district attorneys.	AB 3209 (Berman)
Retailers – nuisance action	Does not address this issue.	Prohibits local government and law enforcement from threatening or filing nuisance complaints against retailers for reporting crime.	AB 2943 (Zbur)

*AB 1960 (Rivas) is currently pending on the Governor's desk.

Kristine Lawler

Subject: 14a Correspondence Received - Todd Schapmire

From: Todd Schapmire <toddscchapmire@gmail.com>

Sent: Tuesday, October 1, 2024 9:07 PM

To: Kristine Lawler <klawler@cityofukiah.com>; Sage Sangiacomo <ssangiacomo@cityofukiah.com>

Subject: Public Comment for 10/2 City Council Meeting

Dear Council Members,

I am writing to share my unwavering support of the agenda item for the City Council to support Proposition 36.

I am a local business owner and I own several commercial properties in Ukiah. The transient problem in Ukiah is out of control and quite frankly you all should be embarrassed by what this town has become under your stewardship.

I was born and raised in Ukiah and it was an amazing place to grow up. Every day that I come to Ukiah now, I realize more and more this is not the same community I grew up in. I am sad and depressed to see what this town has become as I have to deal with needles, human feces, or vandalism on a regular basis. I, the building owner, get punished greatly by having to spend thousands of dollars a year and way too much of my time cleaning up and repairing my properties, but the people that break the law continue to walk the streets under the influence of drugs and do it to the next property over and over again. Listening to the Council meetings I have listened to, it seems like you all think that it is this way everywhere nowadays. It is not this way everywhere and you as our elected officials need to step up and do something about it.

A good start would be supporting Prop 36 and moving back towards punishing people for crimes.

Thank you for your time and service to our community,
Todd Schapmire Jr.



Todd Schapmire

Team Leader / Realtor®

W REAL ESTATE

DRE# 01414195



(707) 570-9855



Todd@WRealEstate.net



http://ToddSchapmire.com



Click Here To Give Me Your Feedback



500 Bicentennial Way, Ste 310, Santa Rosa 95403



101 North State Street, Ukiah 95482





AGENDA SUMMARY REPORT

SUBJECT: Receive and File Fourth Quarter Financial Report (Preliminary Unaudited Year-End Results).

DEPARTMENT: Finance **PREPARED BY:** Jessie Brunell, Senior Accountant
PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

- 1. 14b Presentation given at meeting

Summary: The City Council will receive a presentation on the Fourth Quarter (June 30, 2024) Financial Report for the City of Ukiah.

Background: The report provides readers with a preliminary summary of the City's financial position and activities through the fiscal year period ending June 30, 2024. This report is unaudited.

Discussion: The following link will direct readers to the report on the City's OpenGov platform, which is a dynamic and navigable presentation allowing readers to drill down into data to explore more detail than the former report offered.

<https://stories.opengov.com/ukiahca/published/Pk1X4QIBH>

The report is meant to be viewed through the OpenGov platform via a web browser, preferably Google Chrome.

Recommended Action: Receive and file 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: N/A
DIVERSITY-EQUITY INITIATIVES (DEI): N/A
CLIMATE INITIATIVES (CI): N/A
GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



FOURTH QUARTER FINANCIAL REPORT

City of Ukiah

Quarter Ended June 30, 2024

(Preliminary Unaudited)

Presented by Daniel Buffalo | Finance
Director

October 2, 2024





HIGHLIGHTS

HIGHLIGHTS

CITY-WIDE

Cash

- \$60.8 million
 - \$52.2 million for City use
 - \$29.3 mil, City treasury
 - \$22.9 mil, fiscal agents
 - \$8.6 million in fiduciary

Working capital (fund balance):

- \$82.6 mil
 - Current assets – current liabilities = working capital
 - Resources available to meet near-term obligations

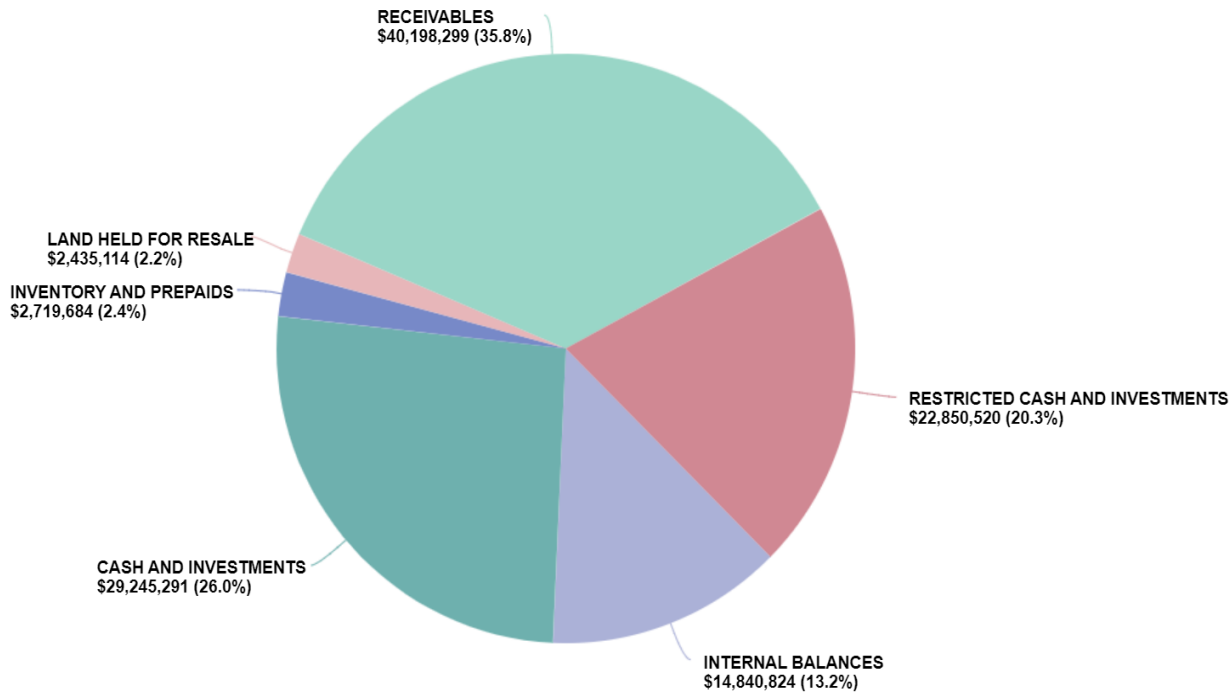
HIGHLIGHTS (CONT)

CITY-WIDE ASSETS (CURRENT)

QFR4, 2024 - Balance Sheet: Assets (Current)

Balances and activities through June 30.

Visualization



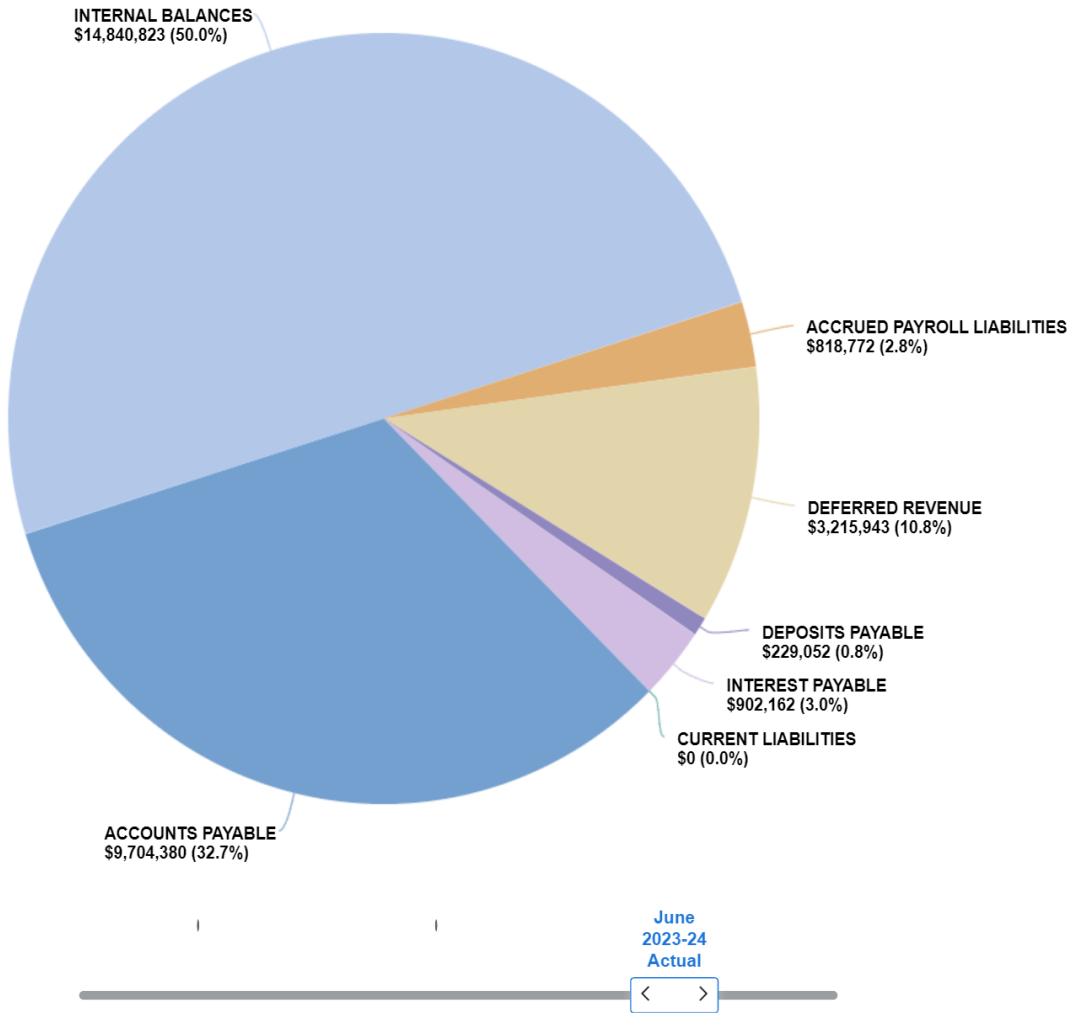
June 2023-24 Actual

< >

QFR4, 2024 - Balance Sheet: Liabilities (Current)

Balances and activities through June 30.

Visualization

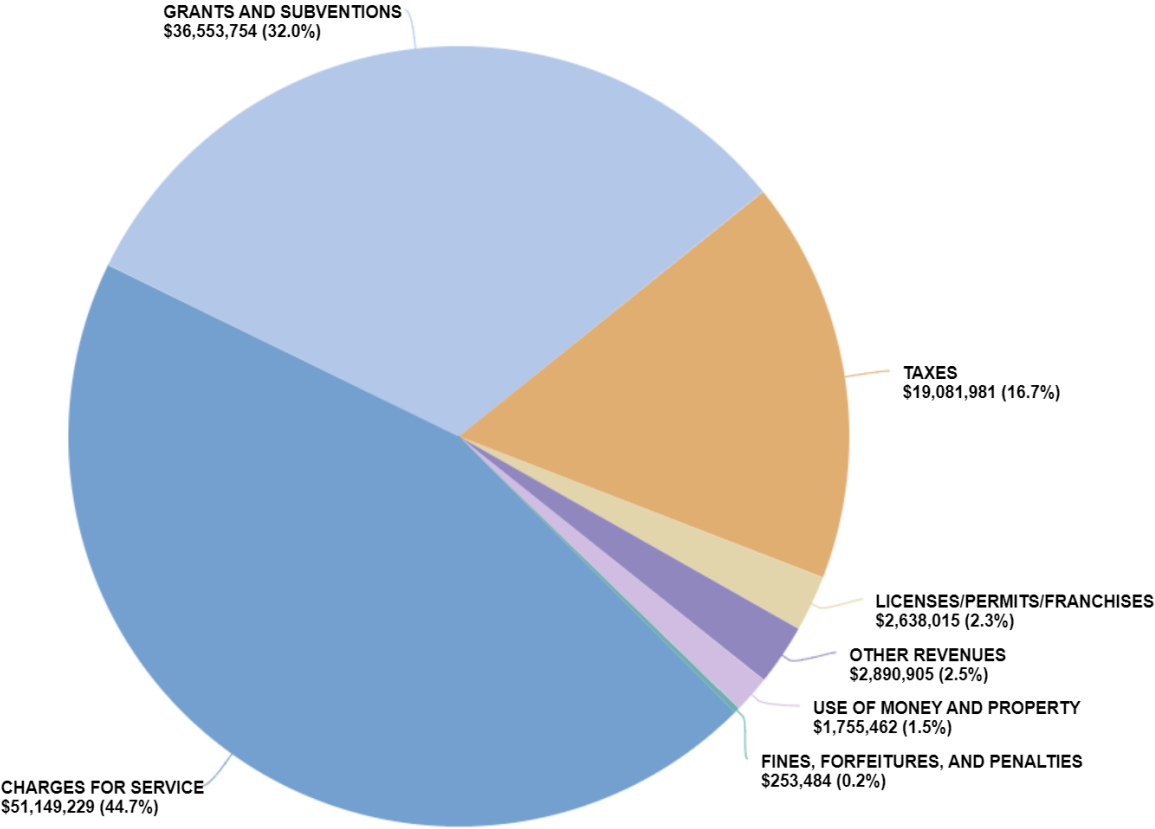


HIGHLIGHTS (CONT) CITY-WIDE LIABILITIES (CURRENT)

QFR4, 2024: Revenues

Revenues by source. Excludes internal allocations and charges.

Visualization



HIGHLIGHTS CITY-WIDE (CONT)

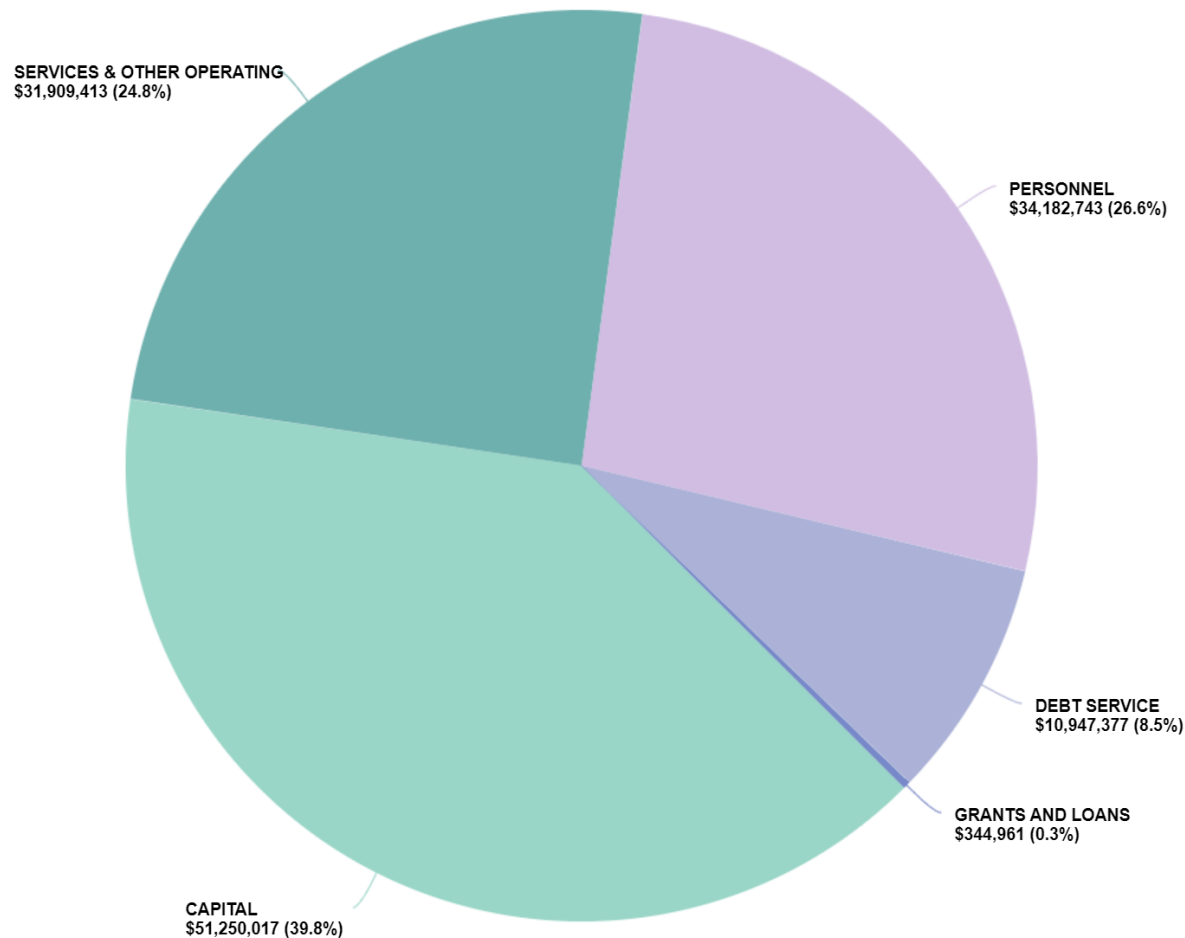
Revenues:

\$114.3 mil

QFR4, 2024: Expenditures

Expenditures by type. Excludes internal allocations and charges.

Visualization



HIGHLIGHTS CITY-WIDE (CONT)

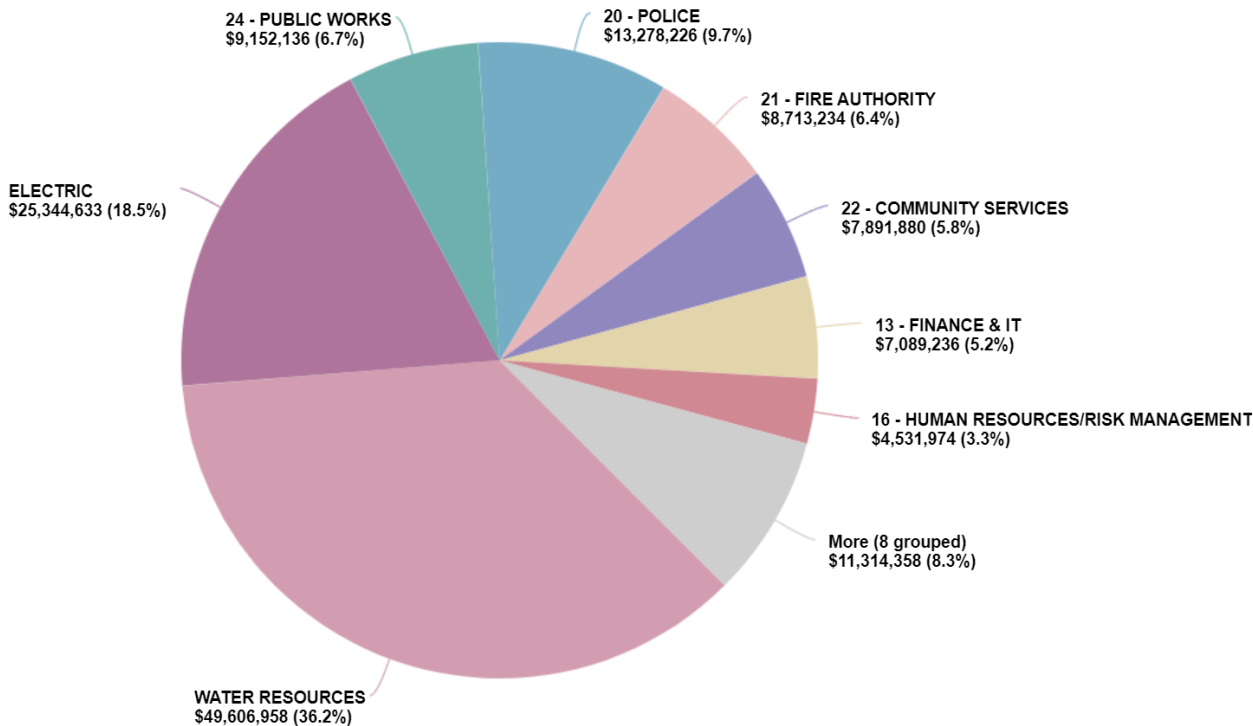
Total Expenditures:

\$128.6 mil

QFR4, 2024: Expenditures by Department

Excludes non-departmental, which consist mainly of debt service.

Visualization



HIGHLIGHTS CITY-WIDE (CONT)

Expenditures less debt
service:

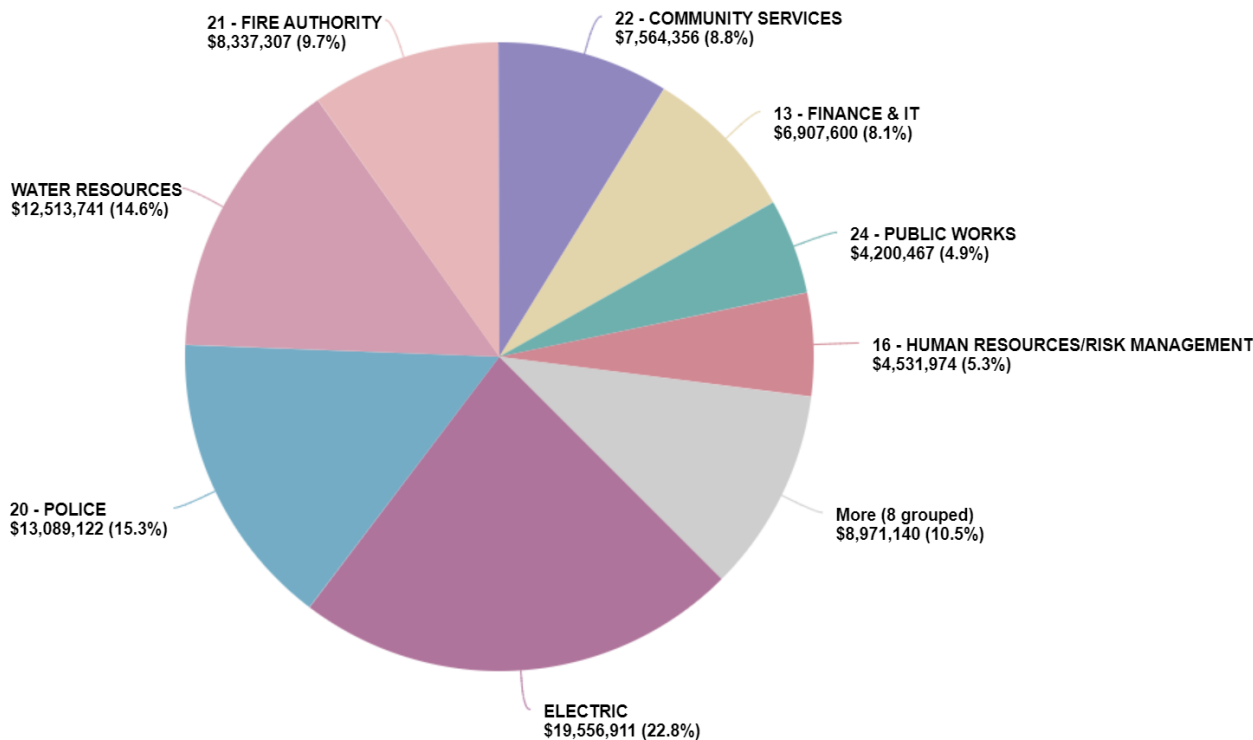
\$136.9 mil

Note: costs here include
indirect allocation and
charges in order to present
the total cost of service.

QFR4, 2024: Expenditures by Department

Operating only. Excludes capital and debt service.

Visualization



HIGHLIGHTS CITY-WIDE (CONT)

Expenditures less debt and capital outlay:

\$85.7 mil

HIGHLIGHTS

MAJOR OPERATING FUNDS

- General Fund:
 - Results of operating revenues were mixed:
 - Sales taxes (including Measures P and Y) down \$451K from prior year
 - Represents 3.3% loss
 - TOT down 13.6% from prior year
 - Property tax up 13%
 - Expenditures ended under budget
 - Fund balance (reserves) remain stout, albeit diminished
- Electric:
 - Operating cash is growing and working capital improving
 - Energy cost pressures persist
 - Rate adjustments and surcharges are having a positive fiscal impact

HIGHLIGHTS

MAJOR OPERATING FUNDS (CONT)

- Water
 - Working capital remains sufficient to meet current obligations
 - Pending timely grant reimbursements
 - Operating cash reserve depleted for capital projects
 - Preparing additional cash resources to ensure grant projects continue to move forward unimpeded
- Wastewater
 - Operating cash is low and working capital depleted
 - Focus on rebuilding reserves
 - Rate adjustment takes effect this month
 - Significant capital expenditures driving reduction in cash and working capital
 - Preparing measures to rebuild cash reserves and lessen impact of future rate adjustments

HIGHLIGHTS CONCLUDED

- The City of Ukiah received \$114.3 million in total revenue for FY 2023-24.
- Total expenses for the same period amounted to \$128.6 million.
- Cash increased from the year prior as grant reimbursements have flowed in. But working capital has decreased.
- Significant infrastructure improvements were made, particularly in utilities, enhancing long-term city sustainability.
- Departments generally came in under budget to close the year while maintaining service delivery levels to meet demand

FIN



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