



**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/88430779301>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 884 3077 9301
- 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.

July 1, 2026 - 5:15 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4.a. Acknowledgments:

- July 26, 2026, as Disability Independence Day

Recommended Action: Recognize acknowledgements.

Attachments:

1. July 2026 Acknowledgements

5. PETITIONS AND COMMUNICATIONS

6. APPROVAL OF MINUTES

6.a. Approval of the Minutes for the June 17, 2026, Special Joint Meeting.

Recommended Action: Approve the minutes for the June 17, 2026, Special Joint Meeting.

Attachments:

1. 2026-06-17 Draft Minutes - Special Joint Mtg
- 6.b. Approval of the Minutes for the June 17, 2026, Regular Meeting.
Recommended Action: Approve the minutes for the June 17, 2026, Regular Meeting.
 Attachments:
 1. 2026-06-17 Draft minutes - Regular Meeting

7. **RIGHT TO APPEAL DECISION**

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

8. **CONSENT CALENDAR**

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

- 8.a. Approval of Contract with Stone Creek Environmental Consulting in the Amount of \$88,800 for Engineering and Consulting Services Related to Storm Water Permitting for Fiscal Year 2026/2027.
Recommended Action: Approve a professional services agreement with Stone Creek Environmental Consulting in the amount of \$88,800 for engineering and consulting services related to the City's Storm Water Permitting for fiscal year 2026/2027.
 Attachments:
 1. 260518 Ukiah Proposal for 2026 2027
- 8.b. Approve the Purchase of a Caterpillar 120 Motor Grader for \$426,970.39, with a Reimbursement of 75% of the Purchase Cost from the United States Department of Agriculture Rural Development Community Facilities Disaster Grant Program, and Authorize the City Manager to Execute the Grant Agreement and Any Amendments Thereto.
Recommended Action: Approve the purchase of a Caterpillar 120 Motor Grader for \$426,970.39, with reimbursement of 75% of the purchase cost from the United States Department of Agriculture Rural Development Community Facilities Disaster Grant Program, authorize the City Manager to execute the grant agreement and any amendments thereto.
 Attachments:
 1. PetersonCAT Quote & Specs_06-19-26
 2. USDA RD CF Grant_Letter of Conditions_Grader
- 8.c. Consideration of Approval of Amendment No. 1 to Project Agreement No. 3 (Amendment No. 1) by and among the Transmission Agency of Northern California and its Members, Adopt Resolution, and Authorize the City Manager to Execute Amendment No. 1 on Behalf of the City of Ukiah, Including any Non-Substantive Modifications.
Recommended Action: Adopt a resolution authorizing the City Manager or his designee to execute Amendment No. 1 to Project Agreement No. 3 by and among the Transmission Agency of Northern California and its Members, the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Santa Clara, and Ukiah, the Sacramento Municipal Utility District, the Modesto Irrigation District, the Turlock Irrigation District, and the Plumas-Sierra Rural Electric Cooperative, on behalf of the City of Ukiah, including any non-substantive modifications approved by Ukiah's General Counsel.
 Attachments:
 1. Project_Agreement_Number_3
 2. Amendment No. 1 to Project Agreement No. 3 final_Aproved by TANC
 3. AmendmentNo1_PA3_Resolution

- 8.d. Adopt Resolution Approving Revised Thresholds to the Support Services Program Agreement with Northern California Power Agency; and Confirm the Appointment of the City Attorney, City Manager, and the Electric Utility Director as Designated Representatives Under the SSPA, Authorize Them, Together, to Execute Service Confirmations for Amounts Not to Exceed \$60,000 per Confirmation or Such Greater Amount as May Be Authorized by City Council Action or Applicable City Ordinance.

Recommended Action: Adopt a resolution revising thresholds to the Support Services Program Agreement (SSPA) between the Northern California Power Agency and the City of Ukiah; confirm the appointment of the City Attorney, City Manager, and the Electric Utility Director as Designated Representatives under the SSPA, authorize them, together, to execute service confirmations for amounts not to exceed \$60,000 per confirmation or such greater amount as may be authorized by City Council action or applicable City ordinance.

Attachments:

1. CC Reso 2022-05 - Approving Support Services Program with NCPA
2. NCPA Support_Services_Program_Agreement
3. 2026 Resolution NCPA-Ukiah SSPA

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. Review and Consider Introduction By Title Only an Ordinance that Facilitates a Comprehensive Land Use Amendment and Rezoning of Parcels Within and Adjacent to the City of Ukiah's Downtown Zoning Code Boundary; and Creates a Recreational Zoning District compatible with the City's Existing Recreation (REC) Land Use Designation.

Recommended Action: Introduce by title only an ordinance that facilitates a comprehensive Land Use Amendment and Rezoning of parcels within and adjacent to the City of Ukiah's Downtown Zoning Code boundary; and creates a Recreational Zoning District compatible with the City's existing Recreation (REC) Land Use Designation.

Attachments:

1. Ordinance #1239 (2012)
2. Existing Downtown Zoning Code - Maps & Parcel List
3. ALUC_2026-0001 Resolution (Signed)
4. PC_Resolution 2026-06 (Signed)
5. Draft Ordinance
6. Draft Findings of Consistency

- 12.b. Annual Review and Consideration of the Fee Schedule for Community Services, Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.

Recommended Action: Conduct a review of the fee schedule for Community Services, including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum; and adopt proposed changes to rental rates and user fees.

Attachments:

1. Attachment 1 - Fee Schedule for Facilities, Museum, Programs and Aquatics FY 27

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- 14.a. Adopt a Resolution Approving the Electric Utility's Ten-Year Energy Efficiency Targets and Approve the Updated Public Benefits Programs and Rebates.
Recommended Action: Adopt a resolution approving the Electric Utility's ten-year energy efficiency targets and approve the updated Public Benefits Programs and rebates.
Attachments:
1. Ukiah Rebates-draft
2. Emergency Efficiency 10-Year Targets
3. CARES Program Credits and Rebate Details
4. Resolution Adopting Ten-Year Targets
- 14.b. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).
Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).
Attachments:
1. 2026 City Council Special Assignments & Ad Hocs

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

- 15.a. **Conference with Legal Counsel – Anticipated Litigation**
(Government Code Section 54956.9(d)(4))
Initiation of litigation (1 case)
- 15.b. **Conference with Legal Counsel – Anticipated Litigation**
(Government Code Section 54956.9(d)(2))
Significant exposure to litigation (2 cases)
- 15.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200
- 15.d. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort, Inc v. City of Ukiah, et al.; Case No. 24-cv-07106-JSC
- 15.e. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 170-030-05; 170-030-03; 170-010-05; 170-020-07; 170-020-11; 170-040-03; 170-020-08
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Project Ovis LLC
Under Negotiation: Price & Terms of Payment
- 15.f. **Conference with Labor Negotiator (54957.6)**
Agency Designated Representative: Sage Sangiacomo, City Manager

Employee Organizations: All bargaining units
Unrepresented Employee: Police Chief and City Attorney

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.

Araceli Sandoval, Deputy City Clerk
Dated: 06/26/26



AGENDA SUMMARY REPORT

SUBJECT: Acknowledgments:

- July 26, 2026, as Disability Independence Day

DEPARTMENT: City Clerk

PREPARED BY: Araceli Sandoval, Deputy City Clerk

PRESENTER: Mayor Sher

ATTACHMENTS:

1. July 2026 Acknowledgements

Summary: City Council will recognize several important people, causes, and community observances through acknowledgements.

Background: While the City reserves formal proclamations for unique milestones and extraordinary achievements, acknowledgements allow the City to consistently recognize the many organizations, professions, cultures, and causes that strengthen the Ukiah community throughout the year.

Discussion: The City of Ukiah recognizes (Attachment 1):

- **July 26, 2026, as Disability Independence Day**, commemorating the anniversary of the Americans with Disabilities Act (ADA), celebrating the contributions of people with disabilities, and reaffirming the community's commitment to accessibility, inclusion, and the elimination of barriers for all.

The City of Ukiah extends its appreciation to all individuals contributing to these efforts and recognizes the many dedicated professionals whose behind-the-scenes work, commitment, and expertise strengthen and serve the community.

Recommended Action: Recognize acknowledgements.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: N/A **GRANT:** N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Diversity and Equity Standing Committee

STRATEGIC PLAN (SP): **SP 3C** - Instill diversity, equity, and inclusion as essential core elements of policymaking, accountability, and delivery of City services.

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



City Council Acknowledgements for July 2026.

The City of Ukiah recognizes an important observance that reflects the community's commitment to ensuring all residents have the opportunity to participate fully in civic and community life.

The City recognizes **July 26, 2026**, as **Disability Independence Day**, commemorating the anniversary of the Americans with Disabilities Act (ADA), celebrating the contributions of people with disabilities, and reaffirming the community's commitment to accessibility, inclusion, and the elimination of barriers for all.

The City of Ukiah extends its appreciation to all individuals working to advance a more accessible and inclusive community and remains committed to fostering a vibrant, welcoming, and engaged city for all.

Recognized by the City Council of the City of Ukiah
July 1, 2026

**CITY OF UKIAH
CITY COUNCIL and UKIAH VALLEY FIRE DISTRICT MINUTES
Special Joint Meeting
UKIAH VALLEY CONFERENCE CENTER
200 South School Street, Ukiah, CA 95482**

Virtual Meeting Link: <https://us06web.zoom.us/j/83345042122>

**June 17, 2026
3:30 p.m.**

1. CALL TO ORDER AND ROLL CALL

Ukiah City Council and the Ukiah Valley Fire District (UVFD) Board of Directors met at a Special Joint Meeting on June 17, 2026, having been legally noticed on June 12, 2026. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/83345042122>. Mayor Sher/President Bushby called the meeting to order at 3:31 p.m. Roll was taken with the following **UVFD Board of Directors Present:** Gregory Cavalin, Scott Cratty, Michael Graham, Kevin Jennings, and Pete Bushby. **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Heather Criss, Juan V. Orozco, and Susan Sher. **Staff Present:** Sage Sangiacomo, City Manager; Traci Boyl, Senior Management Analyst; Dan Buffalo, Finance Director; Oliver MacDonald, Finance Controller; Douglas Hutchison, Fire Chief; and Kristine Lawler, City Clerk.

MAYOR SHER/PRESIDENT BUSHBY PRESIDING.

URGENCY ITEM *(For City Council only)*

- a. Authorize the City Manager to Negotiate and Execute a One-Year Extension to the Cooperative Agreement for Dispatch Services with the California Department of Forestry and Fire Protection.**

Presenter: Doug Hutchison, Fire Chief.

Motion/Second: Crane/Criss to accept the urgency item and place on the agenda as Agenda Item 4b. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Crane.

3. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

4. NEW BUSINESS

- a. Discussion and Possible Adoption of the Preliminary Fiscal Year 2026–27 Budget through Resolution and Five-Year Capital Improvement Plan for the Ukiah Valley Fire Authority.**

Presenter: Dan Buffalo, Finance Director.

A PowerPoint presentation was given.

No public comment was received.

*Action taken by the **Ukiah Valley Fire District:***

Motion/Second: Jennings/Cavalin to approve and adopt the Fiscal Year 2026-27 Preliminary Budget resolution (*UVFD Reso. 2026-01*) for the Ukiah Valley Fire District

Budget. Motion **carried** by the following roll call votes: AYES: Cavalin, Cratty, Graham, Jennings, and Bushby. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Cratty/Graham to approve and adopt the Gann Limit resolution (*UVFD Reso. 2026-02*) for Fiscal Year 2026-27. Motion **carried** by the following roll call votes: AYES: Cavalin, Cratty, Graham, Jennings, and Bushby. NOES: None. ABSENT: None. ABSTAIN: None.

*Action taken by the **Ukiah City Council**:*

Motion/Second: Crane/Orozco to approve and adopt the Fiscal Year 2026-27 Preliminary Budget resolution (*City Council Reso. 2026-43*) for the Ukiah Valley Fire Authority. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

b. Authorize the City Manager to Negotiate and Execute an Up to Three-Year Cooperative Agreement for Dispatch Services with the California Department of Forestry and Fire Protection.

Presenters: Doug Hutchison, Fire Chief; Sage Sangiacomo, City Manager; and Justin Buckingham, Battalion Chief.

No public comment was received.

Motion/Second: Rodin/Criss to authorize the City Manager to negotiate and execute an up to three-year Cooperative agreement (*2627-072*) for dispatch services with the California Department of Forestry and Fire Protection. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

City Council and UVFD Board Consensus to allow the City Manager and Fire Chief to administratively provide notification if not able to negotiate something better.

5. ADJOURNMENT

There being no further business, the meeting adjourned at 4:52 p.m.

Kristine Lawler, City Clerk

**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/82474639393>**

**June 17, 2026
5:15 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on June 17, 2026, having been legally noticed on June 12, 2026. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/82474639393>. Mayor Sher called the meeting to order at 5:20 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Heather Criss, Juan V. Orozco, and Susan Sher. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Araceli Sandoval, Deputy City Clerk.

MAYOR SHER PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Sher.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Acknowledgments.

Presenter: Mayor Sher.

Mayor Sher recognized:

- *June 19, 2026, as Juneteenth - National Freedom Day*

No public comment was received.

b. Ukiah Gigabit Fiber Project Update Presentation.

Presenters: Andrea Trincado, Project and Grant Administrator; Cindy Sauers, Electric Utility Director; Amanda Lather, Vero Fiber Networks, LLC; and Lacey Malley, Vero Fiber Networks, LLC.

Public Comment: Jordan (unintelligible last name).

A PowerPoint presentation was given.

c. Presentation Regarding Development of Lookout Peak Trail System.

Presenter: Neil Davis, Ukiah Valley Trail Group Director.

Public Comment: Sean White.

A PowerPoint presentation was given.

5. **PETITIONS AND COMMUNICATIONS**

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

6. **APPROVAL OF MINUTES**

- a. **Approval of the Minutes for the June 1, 2026, Special Meeting.**
- b. **Approval of the Minutes for the June 2, 2026, Special Meeting.**
- c. **Approval of the Minutes for the June 3, 2026, Regular Meeting.**

Motion/Second: Crane/Criss to approve the Special Meeting minutes of June 1 and June 2, 2026, and the Regular Meeting minutes of June 3, 2026, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

7. **RIGHT TO APPEAL DECISION**

8. **CONSENT CALENDAR**

- a. Report of Disbursements for the Month of May 2026 – *Finance*.
- b. Notification and Approval of Publishing Services Agreement (2627-074) by Ukiah Daily Journal for Fiscal Year 2026/27, in the Amount of \$7.15 per Column Inch – *City Clerk*.
- c. Approval of Budget Amendment for WIPF Construction for Emergency Stormwater Repair and Replacement Work in the Amount of \$25,077.71 – *Public Works*.
- d. Approval of a Budget Amendment, Change Order, and Notice of Completion for the Corporation Yard Environmental Well Abandonment Project, Specification 25-06 – *Public Works*.
- e. Adoption of Resolution (2026-44) Identifying the Proposed Project List for SB1: Road Repair and Accountability Act for Fiscal Year 2026/2027 – *Public Works*.
- f. Approval of Budget Amendment in the Amount of \$295,602 to Reallocate Funding for the Fairgrounds Storm Drain Replacement Project – *Finance*.
- g. Award Purchase (P.O. 49022) of Multiple Fleet Replacement Vehicles for Fiscal Year 2025/26 from Visalia Ford for a Total of \$122,577.46, and Approval of a Budget Amendment – *Water Resources*.
- h. Approval of Budget Amendment for DC Electric's Installation of a New Traffic Control Camera Detection System at Orchard Ave and Gobbi Street – *Public Works*.
- i. Consider Authorizing the City Manager to Execute Amendment No. 1 (2425-181-A1) to the Professional Services Agreement between the City of Ukiah and the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGSA) for Administrative Services – *City Manager*.
- j. Approval of Budget Amendment with EBA Engineers for Monitoring and Reporting Services at the Ukiah Landfill – *Public Works*.
- k. Adoption of Resolution (2026-45) Amending the Ukiah City Firefighter Representative to the 2026 Measure P Oversight Committee to be a Designee of the Ukiah Professional Firefighters Association Local 3686 – *City Clerk*.

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

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

Public Comment: (All public comments pertained to the use of Flock cameras) unidentified person, Jordan (unintelligible last name), unidentified person, Taylor, Christy Manthenen, and Nicholas Frey.

10. **COUNCIL REPORTS**

Presenters: Councilmember Criss, Mayor Sher, Councilmember Crane, Councilmember Rodin, and Councilmember Orozco.

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

- **PG&E Decommissioning of Potter Valley Project** – Sage Sangiacomo, City Manager.

12. **PUBLIC HEARINGS (5:30 PM)**

a. Adoption of Resolution to Adopt an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Development and Construction of an Additional Municipal Well.

Presenters: Sean White, Water Resources Retired Annuitant and Jared Walker, Water Resources Director.

PUBLIC HEARING OPENED AT 6:59 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:59 P.M.

Motion/Second: Rodin/Criss to adopt resolution (2026-46) to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the development and construction of an additional municipal well (*with a revision to remove the dollar amounts listed in the resolution*); and direct Staff to file a Notice of Determination. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Crane/Rodin to authorize an additional test for an additional potential well source. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

b. Conduct a Public Hearing to Discuss the City of Ukiah's 2025 Urban Water Management Plan, and Adopt a Resolution Approving the 2025 Urban Water Management Plan.

Presenters: Sean White, Water Resources Retired Annuitant; Jared Walker, Water Resources Director; and Phil West, West and Associates Engineering Inc.

PUBLIC HEARING OPENED AT 7:38 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:38 P.M.

A PowerPoint presentation was given.

Motion/Second: Criss/Crane to adopt a resolution (2026-47) approving the 2025 Urban Water Management Plan. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

c. Conduct a Public Hearing to Discuss the City of Ukiah's 2025 Water Shortage Contingency Plan and Adopt a Resolution Approving the 2025 Water Shortage Contingency Plan.

Presenters: Sean White, Water Resources Retired Annuitant; Jared Walker, Water Resources Director; and Phil West, West and Associates Engineering Inc.

PUBLIC HEARING OPENED AT 7:40 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:40 P.M.

Motion/Second: Crane/Orozco to adopt a resolution (2026-48) approving the 2025 Water Shortage Contingency Plan. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

RECESS: 7:41-8:10 P.M.

d. Adoption of Resolution Amending the Definition of Business License Fee Category A to Apply to Manufacturing and Industrial Businesses.

Presenters: Shannon Riley, Deputy City Manager and Darcy Vaughn, Assistant City Attorney.

PUBLIC HEARING OPENED AT 8:17 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 8:17 P.M.

Motion/Second: Crane/Orozco to adopt a resolution (2026-49) amending the definition of Business License Fee Classification "A" to apply to manufacturing and industrial businesses. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

13. UNFINISHED BUSINESS

a. Approval and Adoption of 2026-27 Fiscal Year City Budget through Resolution, Five-Year Capital Improvement Plan, the Gann Limit Resolution, and the Budget Agreement with the Ukiah Valley Sanitation District.

Presenter: Dan Buffalo, Finance Director.

No public comment was received.

Motion/Second: Rodin/Criss to approve and adopt budget resolution (2026-50) for the fiscal year 2026-27. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Rodin/Criss to approve and adopt the updated Five-Year Capital Improvement Program Schedule for the fiscal year 2026-27. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Criss/Rodin to approve and adopt Gann Limit resolution (2026-51) for fiscal year 2026-27. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Criss/Rodin to approve in substantial form the budget agreement (2627-073) with the Ukiah Valley Sanitation District (UVSD) and authorize the City Manager to complete and sign it

when the cost share split calculation is completed. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

14. NEW BUSINESS

- a. Approve Submittal of Appeal of the 7th Cycle Regional Housing Needs Allocation (RHNA) Determination for the City of Ukiah to Mendocino Council of Governments; and/or Provide Additional Direction to Staff as Necessary.**

Presenter: Craig Schlatter, Community Development Director.

No public comment was received.

Motion/Second: Criss/Rodin to approve the submittal of an appeal of the 7th Cycle Regional Housing Needs Allocation Determination for the City of Ukiah to Mendocino Council of Governments and authorize the Mayor and Community Development Director to finalize and sign the appeal letter, including copies to state representatives. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Criss, Orozco, and Sher. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenter: Councilmember Rodin.

Report was received.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 9:21 P.M.

15. CLOSED SESSION

- a. Conference with Legal Counsel – Anticipated Litigation**

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

Initiation of litigation (1 case)

- b. Conference with Legal Counsel – Anticipated Litigation**

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

Significant exposure to litigation (2 cases)

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

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

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

- d. Conference with Legal Counsel – Existing Litigation**

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

Name of case: Vichy Springs Resort, Inc v. City of Ukiah, et al.; Case No. 24-cv-07106-JSC

- e. Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 001-020-78-00, 001-030-01, 001-090-01

Negotiator: Maya Simerson, Senior Management Analyst, City Manager's Office and Jake

Burgess, Community Services Director

Negotiating Parties: Tayman Park Golf Group

Under Negotiation: Price & Terms of Agreement

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 170-030-05; 170-030-03; 170-010-05; 170-020-07; 170-020-11; 170-040-03; 170-020-08

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Project Ovis LLC

Under Negotiation: Price & Terms of Payment

g. Conference with Labor Negotiator (54957.6)

Agency Designated Representative: Sage Sangiacomo, City Manager

Employee Organizations: All bargaining units

Unrepresented Employee: Police Chief and City Attorney

No action reported; direction provided to Staff.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 9:33 p.m.

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Contract with Stone Creek Environmental Consulting in the Amount of \$88,800 for Engineering and Consulting Services Related to Storm Water Permitting for Fiscal Year 2026/2027.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Public Works Management Analyst II

PRESENTER: Tim Eriksen, Public Works Director/City Engineer

ATTACHMENTS:

1. 260518 Ukiah Proposal for 2026 2027

Summary: Council will consider approving a professional services agreement with Stone Creek Environmental Consulting in the amount of \$88,800 for engineering and consulting services related to the City's Storm Water Permitting for fiscal year 2026/2027.

Background: Discharges of storm water and non-storm water from a Municipal Separate Storm Sewer System (MS4), particularly in an urbanized area, have the potential to carry pollutants into receiving waters. A higher percentage of impervious surfaces in an urban area increases pollutant loading, resulting in turbid water discharges, nutrient enrichment, bacterial contamination, and toxic compounds. In the Russian River Watershed, pollutants of concern in these discharges include: heavy metals, indicator bacteria, nutrients, pesticides, petroleum hydrocarbons, and trash.

Discussion: The City is designated as a Phase 1 co-permittee along with other agencies regulated by the North Coast Regional Water Quality Control Board (Board). These agencies operate under an MS4 permit issued by the Board, which requires specific monitoring, reporting tasks, and the development of special studies in order to maintain permit compliance.

To ensure compliance, Staff requested a proposal (Attachment 1) from Stone Creek Environmental Consulting for engineering and consulting services. Additional requirements of the permit require critical source inspections. Stone Creek will perform these inspections, document findings, and draft corrective action orders. Stone Creek will also assist in developing a critical source inspection program to train Staff on conducting future inspections.

Stone Creek has provided stormwater permit support for the City for the last six years. It possesses institutional knowledge of the City's stormwater infrastructure and of the City organization. For this reason, Staff is requesting sole source procurement.

As compliance costs and mandates continue to increase for stormwater-related issues, cost recovery strategies will need to be considered.

Staff recommends Council award a professional services agreement to Stone Creek Environmental Consulting in the amount of \$88,800 for engineering and consulting services related to the City's Storm Water Permitting for fiscal year 2026/2027.

Recommended Action: Approve a professional services agreement with Stone Creek Environmental Consulting in the amount of \$88,800 for engineering and consulting services related to the City's Storm Water Permitting for fiscal year 2026/2027.

BUDGET AMENDMENT REQUIRED: NO

CURRENT BUDGET AMOUNT: 10024224.52100: \$88,800

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: General Fund

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

STRATEGIC PLAN (SP): SP 1C - Encourage and support an environmentally sustainable and resilient community by embracing new technology, setting policy, and evaluating critical infrastructure.

GENERAL PLAN ELEMENTS (GP): GP-A5 - Environment and Sustainability Element.

Approved: 
Sage Sangiacomo, City Manager



Stone Creek Environmental Consulting
8733 Lakewood Drive, Suite B
Windsor, CA 95492
colleen@consultingstonecreek.com
707-318-9415

May 18, 2026

Mr. Tim Eriksen
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Subject: Proposal for Stormwater Support Services, Fiscal Year 2026/2027

Dear Mr. Eriksen:

Stone Creek Environmental Consulting (Stone Creek) is pleased to present this proposal and fee estimate to provide stormwater support services to the City of Ukiah (City). Colleen Hunt, owner, is a Certified Professional in Municipal Stormwater Management and brings direct regulatory compliance experience with municipal stormwater permit requirements. She has worked with dozens of municipal stormwater Permittees during her time with the Regional Water Board and for the past seven years as a consultant. Colleen has been providing stormwater assistance to the City since 2020.

The City is subject to requirements of the Regional Water Board's Waste Discharge Requirements Order No. R1-2015-0030, National Pollutant Discharge Elimination System (NPDES) Permit No. CA0025054 for Discharges from the Municipal Separate Storm Sewer System (MS4) (Permit). The Permit became effective January 6, 2016, and expired on January 5, 2021. The Permit is administratively extended until the Regional Water Board renews the Permit. Until a new Permit is adopted, the City must continue implementing the requirements of the expired Permit.

This Scope of Work is to provide the City with ongoing support for stormwater management requirements, including:

- Construction Site Inspections
- LID Installation and Maintenance Inspections
- Critical Source Inspections
- Municipal Staff Training
- Annual Reporting
- Trash Implementation Plan
- Asset Management Planning

- Co-Permittee Meeting Assistance

Scope of Work

Task 1. Low Impact Development Maintenance Inspections

Permit Section VI.D.12. requires the City to track and inspect all new development and redevelopment projects with LID BMPs. Inspections are required to be conducted over a two-year cycle. Post-construction BMPs that were last inspected in 2025 and are due again in 2027. Additionally, any projects completed in 2025 would also need to be inspected in 2027. Under this task, Stone Creek will assist the City in performing required LID inspections. This task will include inspecting LID BMPs to assess functionality, with particular attention to BMP maintenance including failure, invasive vegetation, health of desired vegetation and excessive mowing, vector risk, trash and debris, sediment clogging, improper modifications, solids removal, pump-out, and blockages. As specified in the Permit, inspections address LID BMPs that are in the public right-of-way or at locations that would not require entering private property. Each inspection will be documented on an inspection checklist, which will include recommendations for follow-up, as applicable. A photo record of the BMPs will be provided as part of the inspection summary report. The City is responsible for enforcement of deficient BMPs documented during the inspections.

Budget includes direct costs for mileage and 2NForm software licensing fee and assumes inspections for up to 8 projects.

Task 1. Deliverable: Inspection Reports

Task 2. Critical Source Inspections

The City is required to conduct critical source inspections once every three years at facilities defined by the Permit. This task will assist the City in performing inspections for the 26/27 fiscal year. Approximately 35 facilities are due for inspection.

This task will include reviewing and updating the critical source facility inventory and conducting inspections at the facilities due for an inspection. Inspection procedures will include inspecting the facilities to determine the presence of potential or actual non-stormwater discharges, assessing the presence of BMPs, determining BMP effectiveness, providing education and outreach on stormwater pollution prevention, and issuing

corrective actions for minor deficiencies. Stone Creek will follow up with facilities where corrective action is issued to document compliance. Facilities with major violations or those not complying with corrective action notices will be referred to the City for further follow-up. Inspection findings will be documented in inspection reports.

Task 2. Deliverables: Inspection Reports

Task 3. Municipal Staff Training

Section G.12. of the Permit requires the City to annually train staff whose interactions, jobs, and activities may affect stormwater quality. We will provide training on stormwater topics selected by the City. This may include illicit discharge, non-stormwater discharges, BMP requirements associated with municipal activities, and/or integrated pest management. Training will be provided in-person or pre-recorded.

Task 3. Deliverable: Stormwater training, including preparation of a PowerPoint presentation, training materials, and training documentation records.

Task 4. Annual Report

Section J of the Permit requires the City to submit an Annual Report for each fiscal year. The Annual Report for the 2025/2026 reporting period is due October 15, 2026. At the beginning of the new Permit term, the Regional Water Board developed an annual report template for Permittee use. The template provides a streamlined method for annual reporting. Completing the template satisfies the annual reporting requirements specified in Section J.

Under this task, we will assist the City in populating the reporting template and gathering the necessary information. The City will need to complete sections of the report with data not readily available to us in order to complete the report. The City will be responsible for submitting the final report to the Regional Water Board.

Schedule:

August 14, 2026	Staff to provide data to complete Annual Report
September 15, 2026	Draft Annual Report submitted to the City for review
October 1, 2026	City comments on the draft Annual Report due back to Stone Creek
October 9, 2026	Stone Creek to provide the final Annual Report for submittal to the Regional Water Board

Assumptions:

- Schedule assumes the Agreement for this Scope of Work will be executed no later than August 1, 2026.
- City staff provides data to complete the Annual Report according to the schedule.

Task 4 Deliverable: Draft Annual Report; Final Annual Report

Task 5. Trash Implementation Plan

The Regional Water Board is anticipated to approve the City's Trash Implementation Plan (TIP) and require implementation starting July 1, 2026. Under this task, Stone Creek will assist with the City TIP implementation as follows:

1. Develop education and outreach materials to distribute to businesses and residents in moderate trash-generating areas. This will include selecting outreach materials focused on trash, print materials, and distribution.
2. Conduct On Land Visual Trash Assessments (OVTAs). The City is required to conduct periodic OVTAs of moderate trash generating areas. The Water Board has reduced the requirement to perform OVTAs from three per year to one every other year. However, Stone Creek recommends performing at least one OVTA during the 2026/2027 fiscal year to continue to track progress and demonstrate compliance. Under this task, Stone Creek will conduct 1-2 OVTAs at up to 8 assessment locations, document findings, and track compliance progress. A summary report will be provided subsequent to the completion of all OVTAs.
3. Develop a trash progress and compliance tracking system for BMPs implemented under the Trash Implementation Plan. The City is required to track the implementation and effectiveness of trash reduction BMPs and report findings in the Annual Report. Under this task, Stone Creek will develop a framework to track progress towards meeting trash reduction requirements, which may be used by the City to maintain compliance with this permit requirement.
4. Conduct Rapid Trash Assessments. The City is required to conduct up to four Rapid Trash Assessment during the 2026/2027 fiscal year at locations to be determined by the City. Stone Creek will conduct the Rapid Trash Assessments using the methodology provided by the Water Board and used in previous creek

assessments. The purpose of the Rapid Trash Assessment is to monitor trash accumulation and document the effects of episodes that affect trash levels such as storms and creek cleanup events. To complete the Rapid Trash Assessment, Stone Creek staff will walk along the banks and streambeds of multiple reaches and tally the number of trash items found, evidence of illegal dumping, threats to human health and other data points. Stone Creek will document the results of the survey and provide a summary of findings which will be used in the Annual Report.

Assumptions:

- The TIP will be approved by the Regional Water Board by June 30, 2026 with unsubstantial changes. Should the changes of the TIP approval result in substantial changes, Stone Creek will revise this task as needed.
- Assumes two meetings with the City to discuss and review progress and to adaptively manage the program. These meetings will include training on tracking progress of BMP implementation.

Task 5. Deliverable: Education and outreach materials distributed; OVTA Summary Report as a pdf, BMP tracking framework as an Excel form, Rapid Trash Assessment summary as a pdf.

Task 6. Cost Reporting

The Water Board recently adopted a policy for standardizing cost reporting in municipal stormwater permits. The City will be required to implement this policy starting July 1, 2026. They will be required to annually report all expenditures related to implementing the Permit using a standardized set of cost categories. A summary of 2026/2027 fiscal year costs will be required to be reported in the 2027 Annual Report.

Under this task, Stone Creek will assist the City with the following tasks:

- Develop a framework for cost tracking using the CASQA cost reporting tool.
- Meet with the City to review the cost tracking framework and CASQA tool and assist with populating the tool as needed by the City.
- Provide guidance and answer questions related to the cost reporting requirement.

Assumptions:

- Assumes Ukiah will keep their CASQA membership active, as it is required to utilize the cost reporting tool.
- Assumes that the City receives a 13383 notice and is required to start tracking costs beginning July 1, 2026.

Task 6. Deliverables: Cost tracking framework and guidance.

Task 7. Asset Management

Based on our understanding, all future municipal stormwater permits in the state of California will include requirements for developing an asset management program. Draft permit language outlines a four-phase approach to asset management which includes:

- Inventory and mapping
- Characteristics
- Level of service
- Maintenance and improvement planning

Implementing a storm drain infrastructure asset management program is a significant undertaking that requires substantial time and resources. While the exact requirements included in the permits are not yet known, it is clear that a full program will be included in the permits and will need to be incorporated into the City's stormwater management plan. This task will assist the City with planning an approach and methodology for meeting future permit asset management requirements.

This task will include addressing the data gaps identified in the previous analysis conducted by Stone Creek. This includes collecting additional data to support the inventory and characterization requirements of asset management requirements, including but not limited to mapping inlets, collecting asset characteristic data such as material, size, and date of installation. This task is not intended to accomplish a complete asset management plan, but will working on developing progress towards expected permit requirements.

Task 7 Deliverables: Updated Asset Management Map and Inventory

Task 8. Co-Permittee Meeting Assistance

This City is scheduled to act as Chair during the Co-Permittee meetings in April, May, and June of 2027. Under this task, Stone Creek is available to attend Co-Permittee meetings on behalf of the City, including assisting with Chair responsibilities. This includes preparing agendas, managing meeting invites, facilitating the meetings, and implementing action items assigned to the Chair.

Task 8. Deliverable: Facilitate up to six meetings and six meeting agendas.

Task 9. Program Management

This task includes general project management activities necessary for effective contract oversight. Tasks include developing a project schedule, managing budget, monthly invoicing, and routine communications with the City, including in-person meetings to report progress and discuss key recommendations and decisions.

Task 9. Deliverable: Invoices

Cost Recovery Tasks

The following tasks have been identified as cost recovery tasks. Direct hours for each project will be itemized individually enabling the City to recover those costs directly from the project sponsor. Budget for these tasks will not come out of the City's funds and therefore have been presented separately for accounting purposes.

Task 10. Construction Site Inspections

Section VI.F4.e of the Permit requires the City to conduct routine inspections of active construction site projects which disturb one acre or more of land. Inspections are required to take place in September, after the first significant rain event, and monthly during the rainy season. Under this task, we will assist the City with construction site inspections. This includes tracking the project inventory, conducting inspections, documenting inspection findings, providing recommendations to improve BMP management, and coordinating follow-up with City staff. Stone Creek will continue to use 2NForm software platform to track construction site projects. Project budget includes direct costs such as mileage and 2NForm licensing fee. We assume up to five active construction projects will be included for inspection under this scope of work.

Task 10. Deliverable: Electronic record of inspections.

Task 11. LID Installation Inspections

Section VI.D.12.c. requires the City to inspect all applicable development sites during installation of post-construction BMPs to ensure proper function. Generally, the inspections occur during four phases of work:

1. Completion of initial excavation.
2. Placement of aggregate layer.
3. Placement of bioretention soil media.
4. Planting of bioretention plants.

Under this task, Stone Creek is available to conduct installation inspections. It is assumed that the City will notify Stone Creek when a project is in the process of installing post-construction, BMPs and will provide project contact information so that Stone Creek can make arrangements for inspections. Direct hours for each project will be itemized individually enabling the City to recover those costs directly from the project sponsor. This task assumes up to two project installation inspections.

Task 11. Deliverable: Inspection Reports

Fee Estimate and Level of Effort

The Scope of Work will be conducted as described above for an estimated not-to-exceed budget of \$88,800. The estimated fee and associated level of effort are summarized below.

Task	Level of Effort, hours	Estimated Fee, \$
Task 1. LID Maintenance Inspections	30	9,250
Task 2. Critical Source Inspections	11	19,500
Task 3. Municipal Staff Training	13	2,500
Task 4. Annual Report	12	2,250
Task 5. Trash Implementation Plan	58	11,500
Task 6. Cost Reporting	10	2,000
Task 7. Asset Management Planning	16	3,000
Task 8. Co-Permittee Meeting Assistance	12	3,300
Task 9. Project Management	16	3,000
City Budget Subtotal	178 hours	56,300
Task 10. Construction Site Inspections	104	25,000
Task 11. LID Installation Inspections	30	7,500
Cost Recovery Budget	134 hours	32,500
Total	312	88,800

Billing rates for the estimate are provided below. Rates will be valid for the duration of the contract:

Classification	2026 rates
Quality Assurance	\$305
Principal Compliance Specialist	\$275
Compliance Specialist II	\$193
Compliance Specialist I	\$174
Field Inspector	\$185
Intern	\$110
Administrative Assistance	\$110

Direct Costs

Cost + 10%

Mileage

Standard Federal Rate

Any services not included in this Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation from the City. I am looking forward to working with you on this important work. Please feel free to contact me at 707-318-9415 or colleen@consultingstonecreek.com if you have any questions or would like to discuss this proposal further.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Colleen Hunt', with a stylized flourish at the end.

Colleen Hunt, CPMSM #343
Professional Consultant



AGENDA SUMMARY REPORT

SUBJECT: Approve the Purchase of a Caterpillar 120 Motor Grader for \$426,970.39, with a Reimbursement of 75% of the Purchase Cost from the United States Department of Agriculture Rural Development Community Facilities Disaster Grant Program, and Authorize the City Manager to Execute the Grant Agreement and Any Amendments Thereto.

DEPARTMENT: Public Works

PREPARED BY: Andrea Trincado, Grants Manager

Andrea Trincado, Project and Grants

PRESENTER: Administrator and Dave Kirch, Fleets
Maintenance Manager

ATTACHMENTS:

1. PetersonCAT Quote & Specs_06-19-26
2. USDA RD CF Grant_Letter of Conditions_Grader

Summary: Council will consider approving the purchase of a Caterpillar 120 Motor Grader for \$426,970.39, with reimbursement of 75% of the purchase cost from United States Department of Agriculture Rural Development Community Facilities Disaster Grant Program, authorizing the City Manager to execute the grant agreement and any amendments thereto.

Background: At the regularly scheduled City Council meeting of August 21, 2024, a public hearing was conducted to solicit public comment on the City's intent to apply for funding through the United States Department of Agriculture (USDA) Community Facilities Disaster Grant Program for the replacement of a motor grader utilized by the Public Works Department. The City qualified for the grant due to localized flooding and storm-related impacts associated with the Presidential Disaster Declaration resulting from the severe winter storm events of late December 2022 and January 2023.

Following the public hearing, Staff submitted a grant application for a replacement motor grader. The USDA subsequently awarded the City a Community Facilities Disaster Grant providing reimbursement of up to \$322,500, or 75 percent of the eligible purchase price, whichever is less. A Letter of Conditions, Request for Obligation of Funds, and Letter of Intent to Meet Conditions (Attachment 2) were submitted in April. USDA has provided authorization to proceed with the purchase. The City is now eligible to receive reimbursement upon purchase of the equipment.

The City's existing grader is a 1973 John Deere 570A Motor Grader that has exceeded its useful life and no longer complies with current California Air Resources Board (CARB) emissions standards or EPA regulations. The equipment is essential for maintaining City roads, drainage facilities, utility access roads, landfill and airport operations, wildfire fuel breaks, and other Public Works infrastructure. Replacement of the grader is necessary to ensure reliable operation, reduce maintenance costs and downtime, and maintain compliance with current emissions requirements.

Acceptance of the grant will obligate the City to comply with USDA grant requirements, including applicable procurement, reporting, and recordkeeping requirements throughout the grant performance period.

Discussion: Staff received a quote from Peterson CAT for a new Caterpillar 120 Motor Grader in the amount of \$426,970.39 (Attachment 1). The pricing was obtained through the Sourcewell cooperative purchasing contract, which satisfies both USDA Rural Development Community Facilities Disaster Grant Program procurement requirements and the City's purchasing policies. Staff evaluated available equipment options and determined that the Caterpillar 120 Motor Grader best meets the City's operational needs.

If Council approves the purchase, the USDA grant will reimburse 75 percent of the purchase price, or \$320,227.79, leaving the City responsible for the required 25 percent local match of \$106,742.60. Funding for the City's match has been programmed in the Fiscal Year 2026-27 budget and will be provided through the Landfill Fund and Water Fund.

The replacement grader will improve reliability, reduce maintenance costs, and enhance operator safety and efficiency. It will also replace the City's existing 50-year-old grader, which predates EPA emissions standards, with equipment meeting the current EPA Tier 4 Final emissions standard. Tier 4 Final engines reduce emissions of particulate matter (PM) and nitrogen oxides (NOx) by approximately 95 percent compared to pre-regulation engines, significantly improving air quality while supporting the City's sustainability goals.

Replacement of the grader will ensure continued and reliable maintenance of roads, trails, and access routes at the City's closed landfill, Western Hills, riverfront access areas, treatment plants, well sites, and other critical public infrastructure. The equipment also plays an essential role in constructing and maintaining wildfire fuel breaks and supporting emergency response during flooding, wildfires, and other natural disasters.

Staff, therefore, recommends approval of the purchase of the Caterpillar 120 Motor Grader in the amount of \$426,970.39, acceptance of reimbursement from the USDA Rural Development Community Facilities Disaster Grant Program in the amount of \$320,227.79, authorization for the City Manager to execute the grant agreement and any amendments thereto, and approval of the corresponding budget amendment.

Recommended Action: Approve the purchase of a Caterpillar 120 Motor Grader for \$426,970.39, with reimbursement of 75% of the purchase cost from the United States Department of Agriculture Rural Development Community Facilities Disaster Grant Program, authorize the City Manager to execute the grant agreement and any amendments thereto.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 70024500.80100.E1515: \$500,000; 82127113.80100.E1515: \$50,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: USDA Community Facilities Disaster Grant Program; Water Fund; Landfill Fund

REVENUE: No **GRANT:** Yes

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Myles Fisette, Purchasing Manager; Mary Horger, Assistant Finance Department

STRATEGIC PLAN (SP): **SP 2A** - Continue the development and maintenance of a comprehensive Capital Improvement Plan that considers the climate impacts of those improvements.

GENERAL PLAN ELEMENTS (GP): **GP-A6** - Safety Element; **GP-A5** - Environment and Sustainability Element.

Approved: 
Sage Sangiacomo, City Manager



Jun 19, 2026

CITY OF UKIAH A/P
300 SEMINARY AVE
UKIAH
California
95482

Attention: DAVID KIRCH

RE: Quote 249510-01

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 120JOY Motor Graders

MACHINE SPECIFICATIONS

120 14B MOTOR GRADER	467-7423
LANE 2 - AVAILABLE FROM PIRACICABA FACTORY	
LANE 3 - AVAILABLE FROM PIRACICABA FACTORY	
ALSO AVAILABLE FOR CHILE & COLOMBIA	
REQUIRES: JOYSTICK IMPLEMENT CONTROLS	
AVAILABLE FOR: AM-N, EU	
LANE 2 ORDER	0P-9002
GLOBAL ARRANGEMENT, JOY	561-6489
MOLDBOARD, 12'	320-2749
WEATHER, STANDARD TND	467-7404
ACCUMULATORS, JOY	462-6539
DRAWBAR, TOP ADJUST, HYDTIP, JOY	462-6536
CUTTING EDGE WIDE, 12' BLADE	646-1347
END BITS, STANDARD	233-7148
END BITS, OVERLAY	233-7160
ENGINE, STAGE V AND T4 FINAL	655-5991
DRAIN, GRAVITY, ENGINE OIL	422-6603
10W-30 ENGINE OIL	645-1457
BASE + 1 (RIP) JOY	462-6515
LIGHTS, BRAKE & BKP, TURN, LED	563-2423
STARTER, STANDARD DUTY	631-6547
JUMP START STUDS	506-4262
ALTERNATOR, 145 AMP	438-5768
CAB, ROPS, PLUS, JOY, TND	466-1363
SEAT, STANDARD	506-2611

SEAT BELT, W/ INDICATION	485-3445
COMFORT PACKAGE, BASE, JOY	466-1340
GLOVE BOX, CAB	435-5797
REFRIGERANT, R134A	655-1851
PRODUCT LINK, CELLULAR PLE742	471-5509
NO GRADE CONTROL TECHNOLOGY	543-0221
DIGITAL BLADE SLOPE METER,JOY	561-7617
CONTROLS, PERFORMANCE BUNDLE	606-1808
CONTROL,AUTO ARTICULATION-FULL	435-8660
GROUND LEVEL, FUELING	577-8014
FUEL FILTER, NEXT GEN	574-8803
FAN, REVERSING TND	575-7684
TIRES, 17.5 R25 MX XTLA *L2 SP	254-7971
REAR PANEL W/ ACCESS DOOR	498-8871
RIPPER/SCAR HD - ANSI	631-2965
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LOW BAR, LED, JOY, TND	564-5016
LIGHTS, WORKING, PLUS,LED,JOY	561-6399
LIGHTS, CAB LED, JOY	466-1302
LIGHTS, SERVICE, INTERNAL	435-9816
CIRCLE SAVER	565-9664
CAMERA,REAR/FRONT VISION,JOY	561-9489
MIRRORS, OUTSIDE MOUNTED	466-1323
WIPER, SIDE	466-1284
WIPER, REAR	501-7972
STABLE BLADE	458-2072
GUARD, BOTTOM	453-4972
GUARD, COVER CAB, JOY	462-9053
STEP, ADDITONAL ON REAR FRAME	516-6625
CONVERTER, 24V TO 12V	466-1298
TOOTH, RIPPER, STRAIGHT	631-5599
TOOTH, STRAIGHT	8J-5313
STORAGE PROTECTION	0P-2918

SELL PRICE	\$539,614.50
PDI AND SETUP	\$35,631.94
SOURCEWELL DISCOUNT PER CONTRACT# 032119-CAT 34% OFF LIST	(\$183,415.38)
NET BALANCE DUE	\$395,801.06
EXTENDED WARRANTY 84 MO/2500 HR POWERTRAIN+HYD+TECH	\$3,970.00
MENDOCINO CO. TAX (7.875%)	\$31,169.33
AFTER TAX BALANCE	\$426,970.39

WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty

F.O.B/TERMS: Willits

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Jack Drew
Machine Sales Representative
Peterson CAT
+1 707-489-3664
jdrew@petersoncat.com



120

Motor Grader

Technical Specifications

Configurations and features may vary by region. Please consult your Cat® dealer for availability in your area.

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Engine – Tier 3/Stage IIIA Equivalent

Engine Model	Cat C7.1	
Emissions	Brazil MAR-1 emission standards, U.S. EPA Tier 3 and EU Stage IIIA equivalent	
Base Net Power ISO 9249/SAE J1349	97 kW	130 hp
Base Net Power EEC 80/1269 (metric)	132 hp	
Power Range – Net	97-116 kW	130-156 hp
Power Range – Net (metric)	132-158 hp	
All Wheel Drive Range – Net	100-129 kW	135-173 hp
All Wheel Drive Range – Net (metric)	137-176 hp	
Bore	105 mm	4.1 in
Displacement	7.01 L	427.8 in ³
Stroke	135 mm	5.3 in
Engine RPM	2,000	
Number of Cylinders	6	
Torque Rise – ISO 9249	42%	
Maximum Torque – ISO 9249	822 N·m	606 lb-ft
Maximum Torque (All-Wheel Drive On)	828 N·m	611 lb-ft
Derating Altitude	4500 m	14,764 ft
Derating Altitude AWD	3000 m	9,842 ft
Maximum – Fan Speed	1,300 rpm	
Minimum – Fan Speed	600 rpm	
Ambient Capacity	50° C	122° F

- Cat engines are compatible with diesel fuel blended with the following lower-carbon intensity fuels up to:
 - ✓ 100% biodiesel FAME (fatty acid methyl ester)*
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or “Caterpillar Machine Fluids Recommendations” (SEBU6250) for details.

**For use of blends higher than 20% biodiesel, consult your Cat dealer.*

Engine – Tier 4 Final/Stage V

Engine Model	C7.1	
Emissions	U.S. EPA Tier 4 Final/ EU Stage V	
Base Net Power ISO 9249/SAE J1349 EEC 80/1269	104 kW	140 hp
Base Net Power ISO 9249/SAE J1349 EEC 80/1269 (metric)	142 hp	
Power Range – Net	104-123 kW	140-164 hp
Power Range – Net (metric)	142-167 hp	
All Wheel Drive Range – Net	108-141 kW	144-189 hp
All Wheel Drive Range – Net (metric)	146-192 hp	
Bore	105 mm	4.1 in
Displacement	7.01 L	427.8 in ³
Stroke	135 mm	5.3 in
Engine RPM	2,000	
Number of Cylinders	6	
Torque Rise – ISO 9249	42%	
Maximum Torque – ISO 9249	822 N·m	606 lb-ft
Maximum Torque (All-Wheel Drive On)	828 N·m	611 lb-ft
Derating Altitude	3000 m	9,842 ft
Derating Altitude AWD	1676 m	5,499 ft
Maximum – Fan Speed	1,300 rpm	
Minimum – Fan Speed	600 rpm	
Ambient Capacity	50° C	122° F

- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:

- ✓ 20% biodiesel FAME (fatty acid methyl ester)*
- ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or “Caterpillar Machine Fluids Recommendations” (SEBU6250) for details.

**Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).*

- Net Power is tested per ISO 9249, SAE J1349, and EEC 80/1269 Standards in effect at the time of manufacture.
- Net power advertised is the power available at rated speed of 2,000 rpm, measured at the flywheel when engine is equipped with fan, air cleaner, muffler, and alternator.
- VHP Plus is standard for the 120 and 120 all-wheel drive (AWD).
- Rated speed at 2,000 rpm.
- Biodiesel blends up to B30 (30% blend by volume) are acceptable when blended with 500 ppm (mg/kg) sulfur or less ULSD. B30 should meet ASTM D7467 specification (biodiesel blend should meet Cat biodiesel spec, ASTM D6751 or EN 14214). Cat DEO-ULS™ or oils that meet the Cat ECF-3, API CJ-4, and ACEA E9 specification are required. Consult your OMM for further machine specific fuel recommendations.

120 Net Power – Tier 3/Stage IIIA Equivalent

Gear	Non-AWD – kW (hp)	AWD Off – kW (hp)	AWD On – kW (hp)
Forward			
1st	97 (130)	100 (135)	101 (136)
2nd	97 (130)	100 (135)	101 (136)
3rd	101 (136)	104 (140)	107 (144)
4th	108 (145)	111 (149)	115 (155)
5th	112 (150)	124 (167)	128 (171)
6th	116 (156)	129 (173)	129 (173)
7th	116 (156)	129 (173)	129 (173)
8th	116 (156)	129 (173)	129 (173)
Reverse			
1st	97 (130)	100 (135)	101 (136)
2nd	97 (130)	100 (135)	101 (136)
3rd-6th	101 (135)	104 (140)	107 (144)

120 Net Power – Tier 4 Final/Stage V

Gear	Non-AWD – kW (hp)	AWD Off – kW (hp)	AWD On – kW (hp)
Forward			
1st	104 (139)	108 (145)	109 (146)
2nd	107 (143)	111 (149)	114 (153)
3rd	110 (148)	114 (153)	120 (161)
4th	119 (160)	122 (164)	122 (164)
5th	123 (165)	134 (180)	141 (189)
6th	123 (165)	134 (180)	141 (189)
7th	123 (165)	134 (180)	141 (189)
8th	123 (165)	134 (180)	134 (180)
Reverse			
1st	104 (139)	108 (145)	109 (146)
2nd	107 (143)	111 (149)	114 (153)
3rd-6th	110 (148)	114 (153)	120 (161)

Powertrain

Forward/Reverse Gears	8 Forward/6 Reverse
Transmission	Direct Drive Powershift Countershaft
High Idle Speed	2,000 rpm
Low Idle Speed	
Tier 3	800 rpm
Tier 4	1,030 rpm
Air Cleaner	Dry

Hydraulic System

Type	Closed – Center
Type Circuit	Parallel
Pump Type	Variable Displacement Piston
System Pressure	24 129 kPa 3500 psi
System Flow	0-200 L/min 0-53 gal/min

Operating Specifications

Top speed forward	48.3 km/h	30.1 mph
Top speed reverse	38.1 km/h	23.7 mph
Turning Radius, Outside Front Tires	7.4 m	291.3 in
Steering Range	50° Left and Right	
Articulation Angle	20° Left and Right	
Front Wheel Lean	18° Left and Right	
Total Oscillation	32°	
Front Wheel Lean*	16°	
Total Oscillation*	32°	
Forward		
1st	4.1 km/h	2.6 mph
2nd	5.6 km/h	3.5 mph
3rd	8.2 km/h	5.1 mph
4th	11.3 km/h	7.0 mph
5th	17.7 km/h	11.0 mph
6th	24.1 km/h	15.0 mph
7th	33.2 km/h	20.6 mph
8th	48.3 km/h	30.1 mph
Reverse		
1st	3.3 km/h	2.0 mph
2nd	6.1 km/h	3.8 mph
3rd	8.9 km/h	5.5 mph
4th	14.0 km/h	8.7 mph
5th	26.2 km/h	16.3 mph
6th	38.1 km/h	23.7 mph

*Joystick – STD only

- Machine speed measured at 2,150 rpm with 14.00R24 radial tires, no slip.

Base Machine Weight – Tier 3/Stage IIIA Equivalent

Lever/Steering Wheel Weight	13 899 kg	30,642 lb
Front Axle:	3603 kg	7,943 lb
Rear Axle:	10 296 kg	22,698 lb
Joystick Weight	14 247 kg	31,409 lb
Front Axle:	3796 kg	8,368 lb
Rear Axle:	10 451 kg	23,041 lb
Lever/Steering Wheel All-Wheel Drive (AWD) Weight	14 459 kg	31,876 lb
Front Axle:	3893 kg	8,582 lb
Rear Axle:	10 566 kg	23,294 lb
Joystick All-Wheel Drive (AWD) Weight	14 807 kg	32,644 lb
Front Axle:	4086 kg	9,008 lb
Rear Axle:	10 721 kg	23,636 lb

Typically Equipped Machine Weight

Lever/Steering Wheel Weight*	15 803 kg	34,839 lb
Front Axle:	4359 kg	9,610 lb
Rear Axle:	11 444 kg	25,229 lb
Joystick Weight*	16 246 kg	35,816 lb
Front Axle:	4608 kg	10,159 lb
Rear Axle:	11 638 kg	25,657 lb
Lever/Steering Wheel All-Wheel Drive (AWD) Weight*	16 556 kg	36,499 lb
Front Axle:	4718 kg	10,401 lb
Rear Axle:	11 838 kg	26,098 lb
Joystick All-Wheel Drive (AWD) Weight*	16 806 kg	37,051 lb
Front Axle:	4898 kg	10,798 lb
Rear Axle:	11 908 kg	26,253 lb

*Typically equipped includes 3.7 m (12') blade, 14.00R24 tires, push plate, ripper, bottom guard, operator, and full fluids.

Major Component Weights

Moldboard (with cutting edge)		
3658 mm × 610 mm × 22 mm (12 ft × 24 in × 7/8 in)	670 kg	1,474 lb
4267 mm × 610 mm × 22 mm (14 ft × 24 in × 7/8 in)	782 kg	1,720 lb
Guards		
Transmission	105 kg	231 lb
Front Fender	50 kg (AWD)/ 93 kg (STD)	110 lb (AWD)/ 205 lb (STD)
Blade Extension		
LH and RH – 152.4 wide, 15.9 thick cutting edge (each)	113 kg	249 lb
LH and RH – 203.2 wide, 19 thick cutting edge (each)	127 kg	280 lb
Mid-Mount Scarifier Package	834 kg	1,835 lb
Front Lift Group	680 kg	1,496 lb
Push Plate	895 kg	1,969 lb
Rear Ripper	680 kg	1,496 lb
Front Scarifier	434 kg	956 lb

Base Machine Weight – Tier 4 Final/Stage V

Lever/Steering Wheel Weight	14 272 kg	31,464 lb
Front Axle:	3564 kg	7,856 lb
Rear Axle:	10 708 kg	23,608 lb
Joystick Weight	14 522 kg	32,015 lb
Front Axle:	3744 kg	8,253 lb
Rear Axle:	10 778 kg	23,762 lb
Lever/Steering Wheel All-Wheel Drive (AWD) Weight	14 832 kg	32,699 lb
Front Axle:	3854 kg	8,496 lb
Rear Axle:	10 978 kg	24,203 lb
Joystick All-Wheel Drive (AWD) Weight	15 082 kg	33,250 lb
Front Axle:	4034 kg	8,893 lb
Rear Axle:	11 048 kg	24,357 lb

Typically Equipped Machine Weight

Lever/Steering Wheel Weight*	16 271 kg	35,871 lb
Front Axle:	4372 kg	9,637 lb
Rear Axle:	11 899 kg	26,234 lb
Joystick Weight*	16 521 kg	36,422 lb
Front Axle:	4556 kg	10,044 lb
Rear Axle:	11 965 kg	26,378 lb
Lever/Steering Wheel All-Wheel Drive (AWD) Weight*	16 831 kg	37,106 lb
Front Axle:	4666 kg	10,287 lb
Rear Axle:	12 165 kg	26,819 lb
Joystick All-Wheel Drive (AWD) Weight*	17 081 kg	37,657 lb
Front Axle:	4846 kg	10,683 lb
Rear Axle:	12 235 kg	26,973 lb

Service Refill Capacities

Fuel Tank	246 L	65 gal
Circle Drive	7 L	1.8 gal
Engine Crankcase	18 L	4.8 gal
Cooling System	52.5 L	14 gal
Hydraulic System	97 L	25.6 gal
Diesel Exhaust Fluid Tank (Tier 4 only)	11 L	2.9 gal
Transmission and Differential	60 L	15.8 gal
Tandem	60 L	15.8 gal

Tandems

Oscillation Front Up	15°
Oscillation Rear Up	22°

Service Brakes

Type System	Dual Circuit Hydraulic	
Type Brake	Multiple Oil Disc	
Number of Brakes	4	
Number of Disc Assemblies (each)	6	
Size (outer diameter)	270 mm	10.6 in
Size (inner diameter)	189 mm	7.4 in
Lining Area Per Brake	3504 cm ²	543.1 in ²

Parking Brake

Type System	Hydraulic Actuated
Type Brake	Multiple Oil Disc, Meets ISO 3450
Slope Holding Ability	30°
Secondary Brakes	Dual Circuit Control System, Applies Two Service Brakes

Moldboard

	Standard		Option 1		Option 2	
Width	3.7 m	12 ft	3.7 m	12 ft	4.3 m	14 ft
Height	610 mm	24 in	610 mm	24 in	686 mm	27 in
End Bit	152 mm	6 in	152 mm	6 in	152 mm	6 in
Cutting Edge	152 mm	6 in	203 mm	8 in	203 mm	8 in
Arc Radius	413 mm	16.3 in	413 mm	16.3 in	413 mm	16.3 in
Throat Clearance	120 mm	4.7 in	124 mm	4.9 in	89 mm	3.5 in

Drawbar Circle Moldboard

Range of Motion	Standard		Top Adjust	
Lift Cylinders	2		2	
Maximum Depth of Cut	775 mm	30.5 in	775 mm	30.5 in
Maximum Lift Above Ground	410 mm	16.1 in	410 mm	16.1 in
Throat Clearance	120 mm	4.7 in	120 mm	4.7 in
Circle Center Shift Cylinder				
Center Shift Right	656 mm	25.8 in	656 mm	25.8 in
Center Shift Left	656 mm	25.8 in	656 mm	25.8 in
Moldboard Side Shift Cylinder				
Side Shift Left	660 mm	26 in	660 mm	26 in
Side Shift Right	510 mm	20.1 in	510 mm	20.1 in
Blade Tip Cylinder				
Maximum Blade Tip Forward	40°		40°	
Maximum Blade Tip Backward	5°		5°	
Circle Drive	360° of Blade Rotation			
Link Bar	7 Positions to adjust the drawbar circle moldboard range of motion			
Drawbar Shoes	4 with replaceable wear strips			

Circle

Section	Rolled Ring Forging
Number of Teeth	64
Rotation	360°

Blades – Tier 3/Stage IIIA Equivalent

Lever/Steering Wheel Weight

Blade Pull Adv. Base Gross Vehicle Weight (GVW)	9266 kg	20,429 lb
Blade Down Force Adv. Base GVW	6311 kg	13,914 lb
Blade Pull Adv. Typically Equipped GVW	10 299 kg	22,706 lb
Blade Down Force Adv. Typically Equipped GVW	7636 kg	16,834 lb
Blade Pull Adv. Max GVW	12 402 kg	27,341 lb
Blade Down Force Adv. Max GVW	10 895 kg	24,019 lb

Lever/Steering Wheel All-Wheel Drive (AWD) Weight

Blade Pull Adv. Base GVW	13 013 kg	28,689 lb
Blade Down Force Adv. Base GVW	6779 kg	14,945 lb
Blade Pull Adv. Typically Equipped GVW	14 900 kg	32,849 lb
Blade Down Force Adv. Typically Equipped GVW	8215 kg	18,112 lb
Blade Pull Adv. Max GVW	18 000 kg	39,683 lb
Blade Down Force Adv. Max GVW	10 831 kg	23,878 lb

Joystick Weight

Blade Pull Adv. Base GVW	9406 kg	20,737 lb
Blade Down Force Adv. Base GVW	6609 kg	14,571 lb
Blade Pull Adv. Typically Equipped GVW	10 474 kg	23,092 lb
Blade Down Force Adv. Typically Equipped GVW	8024 kg	17,689 lb
Blade Pull Adv. Max GVW	12 402 kg	27,341 lb
Blade Down Force Adv. Max GVW	10 895 kg	24,019 lb

Joystick All-Wheel Drive (AWD) Weight

Blade Pull Adv. Base GVW	13 326 kg	29,379 lb
Blade Down Force Adv. Base GVW	7114 kg	15,684 lb
Blade Pull Adv. Typically Equipped GVW	15 125 kg	33,345 lb
Blade Down Force Adv. Typically Equipped GVW	8529 kg	18,803 lb
Blade Pull Adv. Max GVW	18 000 kg	39,683 lb
Blade Down Force Adv. Max GVW	10 831 kg	23,878 lb

Blades – Tier 4 Final/Stage V

Lever/Steering Wheel Weight

Blade Pull Adv. Base GVW	9638 kg	21,247 lb
Blade Down Force Adv. Base GVW	6242 kg	13,762 lb
Blade Pull Adv. Typically Equipped GVW	10 710 kg	23,610 lb
Blade Down Force Adv. Typically Equipped GVW	7657 kg	16,881 lb
Blade Pull Adv. Max GVW	12 402 kg	27,341 lb
Blade Down Force Adv. Max GVW	10 895 kg	24,019 lb

Lever/Steering Wheel All-Wheel Drive (AWD) Weight

Blade Pull Adv. Base GVW	13 349 kg	29,429 lb
Blade Down Force Adv. Base GVW	6710 kg	14,794 lb
Blade Pull Adv. Typically Equipped GVW	15 148 kg	33,395 lb
Blade Down Force Adv. Typically Equipped GVW	8125 kg	17,912 lb
Blade Pull Adv. Max GVW	18 000 kg	39,683 lb
Blade Down Force Adv. Max GVW	10 831 kg	23,878 lb

Joystick Weight

Blade Pull Adv. Base GVW	9701 kg	21,386 lb
Blade Down Force Adv. Base GVW	6519 kg	14,372 lb
Blade Pull Adv. Typically Equipped GVW	10 769 kg	23,740 lb
Blade Down Force Adv. Typically Equipped GVW	7933 kg	17,490 lb
Blade Pull Adv. Max GVW	12 402 kg	27,341 lb
Blade Down Force Adv. Max GVW	10 895 kg	24,019 lb

Joystick All-Wheel Drive (AWD) Weight

Blade Pull Adv. Base GVW	13 574 kg	29,925 lb
Blade Down Force Adv. Base GVW	7024 kg	15,485 lb
Blade Pull Adv. Typically Equipped GVW	15 373 kg	33,891 lb
Blade Down Force Adv. Typically Equipped GVW	8438 kg	18,603 lb
Blade Pull Adv. Max GVW	18 000 kg	39,683 lb
Blade Down Force Adv. Max GVW	10 831 kg	23,878 lb

Maximum Shoulder Reach Outside of Tires

Blade	3.7 m (12 ft)		4.3 m (14 ft)	
Right	1905 mm	75 in	2210 mm	87 in
Left	1742 mm	68.6 in	2180 mm	85.8 in

- An additional 300 mm (11.8 in) of reach can be achieved to the right or left by changing the side shift mounting bracket on the 4.3 m (14 ft) blade.

Standards

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level II
Brakes	ISO 3450:2011
Steering	ISO 5010:2007

Sound Standards

Sound	ISO 6395:2008 ISO 6396:2008
Spectator Sound Level – Non-AWD	105 dB(A)
Spectator Sound Level – AWD	106 dB(A)
Operator Sound Level – Joystick	71 dB(A)
Operator Sound Level – Lever/ Steering Wheel	75 dB(A)

- The dynamic spectator sound power level measurements are performed according to the dynamic test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed. The machine was equipped with sound suppression system.
- The dynamic operator sound pressure level measurements are performed according to the dynamic test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained. The machine was equipped with sound suppression system.

Tier 3/Stage IIIA/India Bharat Stage III, and India CEV Stage V, with LVR tandem for India/APD

Sound	ISO 6395:2008 ISO 6396:2008
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- The dynamic spectator sound power level is 107 dB(A). Measurements are performed according to the dynamic test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed. The machine was not equipped with sound suppression.
- The dynamic operator sound pressure level is 75 dB(A). Measurements are performed according to the dynamic test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained. The machine was not equipped with sound suppression.

Ripper

Ripping Depth Maximum	288 mm	11.2 in
Ripper Shank Holder	5	
Ripper Shank Holder Spacing	533 mm	20.8 in
Penetration Force	5119 kg	11,287 lb
Pryout Force	2029 kg	4,474 lb
Machine Length Increase, Beam Raised	900 mm	35.1 in

Mid Mount Scarifier

Front, V-Type: Working Width	1205 mm	47.4 in
Number of Shanks	11	
Shank Spacing	116 mm	4.5 in
Scarifying Width	1031 mm	40.2 in

Electrical

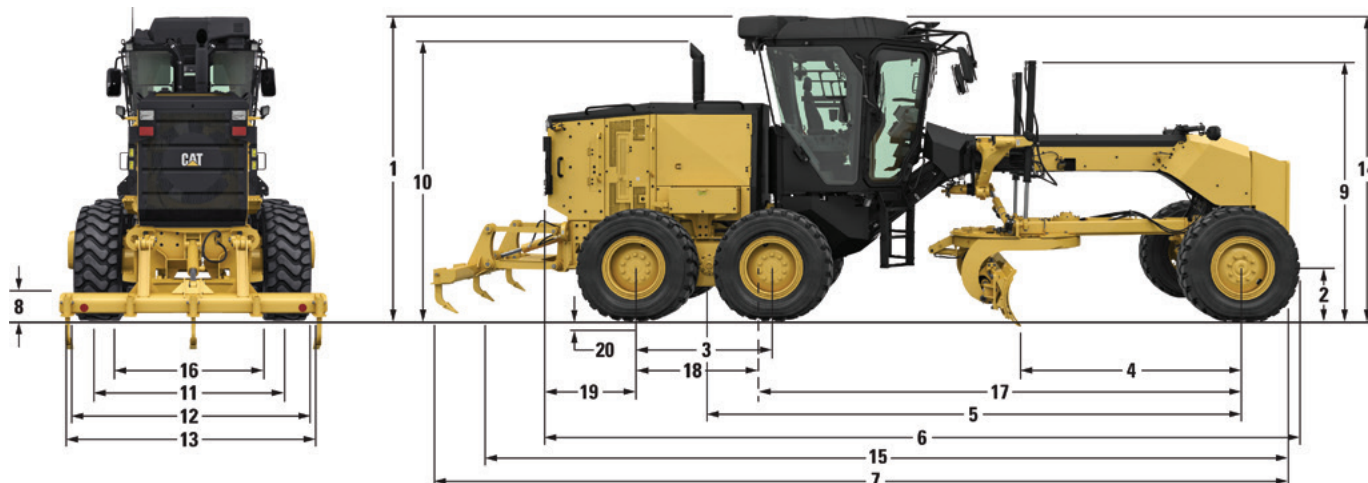
Starting System Type	Direct Electric
Heavy Duty Battery	
CCA at –18°	1,125 amp
Volts	12V
Quantity	2
Extreme Duty Battery	
CCA at –18°	1,400 amp
Volts	12V
Quantity	2
Standard Alternator	145 amps at 24V
Heavy Duty Alternator	150 amps at 24V

Electrical – Tier 3/Stage IIIA Equivalent Lever

Starting System Type	Direct Electric
Standard Duty Battery	Only offered on Levers
CCA at –18°	900 amp
Volts	12V
Quantity	2
Heavy Duty Battery	
CCA at –18°	1,125 amp
Volts	12V
Quantity	2
Extreme Duty Battery	
CCA at –18°	1,400 amp
Volts	12V
Quantity	2
Standard Alternator – Levers	115 amps at 24V
Standard Alternator – Joystick	145 amps at 24V
Heavy Duty Alternator	150 amps at 24V

Dimensions

All dimensions are approximate.



1 Height – Top of Cab	3465 mm	136.4 in
2 Height		
Front Axle Center (Non AWD)	590 mm	23.2 in
Front Axle Center (AWD)	596 mm	23.5 in
3 Length – Between Tandem Axles	1510 mm	59.5 in
4 Length		
Front Axle to Moldboard (Non AWD)	2551 mm	100.4 in
Length – Front Axle to Moldboard (AWD)	2516 mm	99 in
5 Length		
Front Axle to Mid Tandem (Non AWD)	5945 mm	234 in
Front Awd Axle to Mid Tandem (AWD)	5910 mm	232.7 in
6 Length		
Front Tire to Rear of Machine (Non AWD)	8534 mm	336 in
Front Tire to Rear of Machine (AWD)	8499 mm	334.6 in
7 Length – Push Plate to Ripper	9838 mm	387 in
8 Ground Clearance at Rear Axle	349 mm	13.7 in

9 Height to Top of Cylinders	2895 mm	114 in
10 Height to Exhaust Stack	3185 mm	125.4 in
Height to Exhaust Stack (Tier 3)	2924 mm	115 in
11 Width – Tire Center Lines	2070 mm	81.5 in
12 Width – Outside Rear Tires	2491 mm	98 in
13 Width		
Outside Front Tires (Non AWD)	2495 mm	98.2 in
Outside Front Tires (AWD)	2638 mm	103.9 in
14 Maximum Height – with Attachments	3440 mm	135.4 in
15 Length – Push Plate to Raised Ripper	9583 mm	377 in
16 Width – Inside Rear Tires	1649 mm	64.9 in
17 Length		
Front Axle to Articulation Hitch (Non AWD)	5284 mm	208 in
Front Axle to Articulation Hitch (AWD)	5249 mm	206.7 in
18 Length – Rear Axle to Articulation Hitch	660 mm	26 in
19 Length – Rear Axle to Rear of Frame	1726 mm	68 in
20 Height – Tire Deflection at Performance Weight	45 mm	1.8 in

Optional Tire Arrangements

Rim Size	Wheel Group	Tires
9 × 24	Single-Piece	13.00-24
9 × 24	Single-Piece	14.00-24
10 × 24	Multi-Piece	13.00-24
10 × 24	Multi-Piece	14.00-24
10 × 24	Multi-Piece	14.00-24
13 × 25	Single-Piece	17.5R25
14 × 25	Multi-Piece	14.00R24
14 × 25	Multi-Piece	17.5R25
14 × 25	Multi-Piece	17.5-25

Note: Consult your dealer for individual tire width, size and brand.

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
POWER TRAIN		
Cat C7.1 engine	✓	
Eco mode	✓	
Extreme duty starter		✓
50° C (122° F) ambient capacity	✓	
43° C (109° F) ambient capacity – all wheel drive	✓	
All-Wheel Drive (AWD)		✓
Differential lock/unlock	✓	
Engine idle shutdown timer	✓	
Hydraulic demand fan	✓	
Reversing fan		✓
Biodiesel capability up to B30	✓	
Transmission, autoshift*	✓	
*Optional on lever machines.		
MOLDBOARD		
Standard drawbar circle moldboard	✓	
Circle drive slip clutch	✓	
Top adjust drawbar circle moldboard		✓
Circle saver		✓
ELECTRICAL		
Sealed alternator	✓	
Reversing lights	✓	
Breaker panel	✓	
900 CCA standard duty batteries*	✓	
1,125 CCA heavy duty batteries	✓	
1,400 CCA extreme duty batteries		✓
Electric starter	✓	

*Available on T3 Lever machines only (1,125 and 1,400 CCA are optional).

(continued on next page)

Standard and Optional Equipment *(continued)*

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Lever/Steering Wheel		Joystick	
	Standard	Optional	Standard	Optional
CAB				
Vinyl seat	✓		N/A	N/A
ROPS/FOPS	✓		✓	
Air suspension adjustable seat		✓	✓	
Leather heated/cooled seat		✓		✓
Seat belt, retractable	✓		✓	
Seat belt, indication		✓	✓	
203 mm (8 in) touchscreen monitor		✓	✓	
254 mm (10 in) hybrid information display	✓		N/A	N/A
Canopy cab (T3 lever only)		✓	N/A	N/A
Heating, ventilation, and air conditioning (HVAC) system		✓	✓	
Defrost fans		✓	✓	
Halogen lighting		✓		✓
Cup and bottle holders	✓		✓	
Implement lockout		✓	✓	
Adjustable control console	✓		✓	
Interior lights (dome lamp)	✓		✓	
LED lighting		✓		✓
Entertainment Radio Ready		✓	✓	
Coat hook	✓		✓	
USB/Auxiliary Radio		✓		✓
Joystick controls		N/A	✓	
Communication radio mounting		✓		✓
Steering wheel and lever controls	✓		N/A	
Heated mirrors		✓		✓
Electric throttle control	✓		✓	
Front windshield wiper	✓		✓	
Front windshield wiper (lower)		✓	N/A	N/A
Rear wiper		✓		✓
Rear window screen		✓		✓
Cab storage	✓		✓	
Side window wipers	N/A	N/A		✓
Slider side window		✓		✓

(continued on next page)

Standard and Optional Equipment *(continued)*

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional
SAFETY AND SECURITY		
Parking brake	✓	
Back up alarm	✓	
Ground level fuel fill*		✓
Signaling/warning horn	✓	
Warning beacon		✓
Rearview mirror	✓	
Rearview camera		✓
Hydraulic brakes	✓	
Secondary steering system	✓	
Side view mirrors	✓	
Strategically placed walkways and grab rails	✓	
*Standard for North America and Europe.		
SERVICE AND MAINTENANCE		
Ground level DEF fill – Tier 4 Final/Stage V	✓	
Grouped location for engine oil and fuel filters	✓	
Extended Life Coolant	✓	
CAT TECHNOLOGY		
Cat Grade with Digital Blade Slope Meter		✓
Cat Grade with Cross Slope Indicate		✓
Cat Grade with Cross Slope		✓
Cat Grade Attachment Ready Option (ARO)		✓
Stable blade		✓
Product Link™*	✓	
Remote services		✓
*Optional on Lever models.		
GUARDS		
Front fenders*		✓
Rear fenders		✓
Front axle guard for all-wheel drive		✓
Transmission		✓
Cover, under cab platform		✓
*Not available for lever and steering wheel tandem machines.		
ATTACHMENTS		
Push block		✓
Ripper		✓
Scarifier		✓
Mid mount scarifier		✓
Front lift group		✓
Front blade		✓

The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

Engine

- The Cat® C7.1 engine is available in configurations that meet U.S. EPA Tier 4 Final and EU Stage V emission standards or Brazil MAR-1 emission standards, equivalent to U.S. EPA Tier 3 and EU Stage IIIA.
- Cat U.S. EPA Tier 4 Final and EU Stage V diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
 - ✓ 20% biodiesel FAME (fatty acid methyl ester)*
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels
- Cat engines meeting Brazil MAR-1, equivalent to U.S. EPA Tier 3 and EU Stage IIIA, are compatible with diesel fuel blended with the following lower-carbon intensity fuels up to:
 - ✓ 100% biodiesel FAME (fatty acid methyl ester)**
 - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels

Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

**Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer).*

***For use of blends higher than 20% biodiesel, consult your Cat dealer.*

Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg (3.5 lb) of refrigerant which has a CO2 equivalent of 2.288 metric tonnes (2.522 tons).

Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
 - Barium < 0.01%
 - Cadmium < 0.01%
 - Chromium < 0.01%
 - Lead < 0.01%

Sound Performance

Spectator Sound Level – Non-AWD (ISO 6395:2008)	105 dB(A)
Spectator Sound Level – AWD (ISO 6395:2008)	106 dB(A)
Operator Sound Level – Joystick (ISO 6396:2008)	71 dB(A)
Operator Sound Level – Lever/Steering Wheel (ISO 6396:2008)	75 dB(A)

- The dynamic spectator sound power level measurements are performed according to the dynamic test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed. The machine was equipped with sound suppression system.

- The dynamic operator sound pressure level measurements are performed according to the dynamic test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained. The machine was equipped with sound suppression system.

Tier 3/Stage IIIA/India Bharat Stage III, and India CEV Stage V, with LVR tandem for India/APD:

Spectator Sound Level (ISO 6395:2008)	107 dB(A)
Operator Sound Level (ISO 6396:2008)	75 dB(A)

- The dynamic spectator sound power level measurements are performed according to the dynamic test procedures that are specified in ISO 6395:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed. The machine was not equipped with sound suppression system.
- The dynamic operator sound pressure level measurements are performed according to the dynamic test procedures that are specified in ISO 6396:2008. The measurements were conducted at 70% of the maximum engine cooling fan speed, with the cab doors and the cab windows closed. The cab was properly installed and maintained. The machine was not equipped with sound suppression system.

Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.

Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
 - ECO mode minimizes fuel consumption for light applications
 - Engine Idle Shutdown Timer reduces fuel burn, greenhouse gas emissions and unnecessary idle time by shutting down the machine after a pre-set idling period
 - Cat Grade helps reduce fuel burn and greenhouse gas emissions by enabling you to achieve grade faster and more accurately by automating blade actions
 - Cut maintenance costs up to 15% with extended service intervals next generation filters
 - Improve jobsite efficiency with lower operating costs with Product Link™ and VisionLink® insights



United States Department of Agriculture

April 9, 2026

Sage Sangiacomo
City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA, 95482

Subject: Letter of Conditions for a Community Facilities Program Grant to
Purchase a grader.

Dear Mr. Sangiacomo:

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to the application for Federal Assistance. The State and Area Office staff of USDA Rural Development (RD) will administer the grant funds for this project on behalf of the Rural Housing Service. All parties may access information and regulations referenced in this letter at our website located at: <https://www.rd.usda.gov/programs-services/community-facilities>. Any changes in project cost, source of funds, scope of services, or any other significant change (this includes significant changes in the Borrower's financial condition, operation, organizational structure, or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. **Any changes not approved by USDA Rural Development will be cause for discontinuing processing of the application.** If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

This letter is not to be considered as grant approval or as representation to the availability of funds. The application can be processed on the basis of a USDA Rural Development grant not to exceed \$332,500. Funds for this project are provided by the Rural Housing Service (RHS).

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by USDA Rural Development must be authorized by appropriate resolutions of the applicant's governing body.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by USDA Rural Development.

The applicant should not make any announcement on being selected for this funding until this selection has been announced by the Agency. If a prior announcement is necessary, approval from the Agency will be obtained.

City of Ukiah & Purchase Grader
Letter of Conditions

April 9, 2026
pg. 2

Project Budget—Based on Standard Form 424, “Application for Federal Assistance,” the project cost and funding will be as follows:

a.	<u>Project Cost</u>	<u>Total</u>	<u>USDA Grant</u>	<u>Applicant Contribution</u>
	Purchase Grader	\$430,000	\$322,500	\$107,500
	TOTAL:	\$430,000	\$322,500	\$107,500
b.	<u>Source of Funds</u>			
	USDA Grant	\$322,500		
	Applicant Contribution	\$107,500		
	TOTAL:	\$430,000		

Scope of work includes: the proposed project is to purchase a grader that will be used to repair roads from the 2022 disasters.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. Section I of the attached conditions (Items 1—16) must be satisfied prior to grant closing or before construction / procurement begins, whichever occurs first, in either case not later than one (1) year from the date of this letter. **In the event the project has not advanced to the point of procurement within one (1) year, USDA Rural Development reserves the right to discontinue the processing of the application.**

In addition to the conditions in Sections I-III, the applicant must fully comply with all requirements on Form RD 3570-3, Community Facilities Grant Agreement. The Agency reserves the right to cancel funds if the applicant does not fully comply with all requirements as presented or subsequently modified, as needed.

If you have any questions, feel free to contact this office.

Sincerely,

REEF ATWELL-SMITH  Digitally signed by REEF ATWELL-SMITH
Date: 2026.04.09 15:22:56 -0700

Reef Atwell-Smith
CP Specialist

cc: Justin Garey, Community Facilities Program Director, USDA Rural Development, DAVIS, CA

USDA
Form RD 1940-1
(Rev 02-26)

View Burden Statement

FORM APPROVED
OMB No. 0570-0062
Exp. Date: 9/30/2028
OMB No. 0570-0067
Exp. Date: 9/30/2028

Request for Obligation of Funds

1. Borrower Name	Ukiah, City of	5. Case/Borrower Number	ST 04	CO 023	BORROWER ID 644627026
2. Borrower Address	300 Seminary Ave	6. Type of Applicant	Public Body		
3. City, State, Zip Code	Ukiah, CA 95482-	7. Collateral Code	Blank		
4. County Name	Mendocino	8. Community Size / Service Area			
9. Amount of Loan	\$0.00	13. Interest Rate	0	%	
10. Amount of Grant	\$322,500.00	14. Repayment Terms (years)			
11. Type of Assistance Code	960	15. Type of Payment	Blank		
12. Fiscal Year	2026	16. Kept blank for future use			

17. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL:

18. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time (as applicable in accordance with program regulations). I agree to use the sum specified herein, subject to and in accordance with regulations and applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan/grant closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan/grant approval requirements and comments associated with this loan/grant request and agree to comply with these provisions.

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes use of any false writing or document knowing the same to contain any false fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.

(For loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO" the interest rate charged on my loan will be the rate specified on this form. ☐ YES ☒ NO ☐ N/A-Grant Only

4-13-26
(Date)
City of Ukiah
(Organization Name)

Sage Sangiacomo
(Signature of Authorized Representative)
Sage Sangiacomo, City Manager
(Typed or Printed Name and Title of Authorized Representative)

For Internal Use Only

19. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

Justin Garey
(Typed or Printed Name of Approving Official)

CF Program Director
(Title)

Obligation Date for Obligation ID

20. TO THE APPLICANT: As of this date, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions, contact the appropriate USDA Servicing Office.

Form RD 1942-46
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

Date 04-09-2026

TO: United States Department of Agriculture

USDA Rural Development

(Name of USDA Agency)

777 Sonoma Ave, 'E' Street Annex
Santa Rosa, CA, 95404

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 04-09-2026. It is our intent to meet all of them not later than 04-09-2027.

Ukiah, City of

(Name of Association)

BY

Sage Sangiacomo, City Manager

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Approval of Amendment No. 1 to Project Agreement No. 3 (Amendment No. 1) by and among the Transmission Agency of Northern California and its Members, Adopt Resolution, and Authorize the City Manager to Execute Amendment No. 1 on Behalf of the City of Ukiah, Including any Non-Substantive Modifications.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. Project_Agreement_Number_3
2. Amendment No. 1 to Project Agreement No. 3 final_Appeared by TANC
3. AmendmentNo1_PA3_Resolution

Summary: Council will consider adopting a resolution authorizing the City Manager or his designee to execute Amendment No. 1 to Project Agreement No. 3 by and among Transmission Agency of Northern California and its Members, the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Santa Clara, and Ukiah, the Sacramento Municipal Utility District, the Modesto Irrigation District, the Turlock Irrigation District, and the Plumas-Sierra Rural Electric Cooperative (Members), on behalf of the City of Ukiah, including any non-substantive modifications approved by the City's General Counsel.

Background: The Transmission Agency of Northern California (TANC) is a joint powers agency established by a group of California publicly-owned utilities in 1984. TANC's initial purpose was to plan, design, and construct the California-Oregon Transmission Project (COTP), a 340 mile-long, 500kV transmission line between the California-Oregon border and central California. The COTP was completed in 1993.

TANC's primary purpose today is to provide electric transmission services to its Member utilities, including Ukiah, through transmission line ownership or contract arrangements. As the project manager for the COTP, TANC is responsible for its day-to-day operation and maintenance, and any potential upgrades. Project Agreement No. 3 (Attachment 1) Authorizes TANC to act on behalf of the Members in activities related to COTP.

TANC's current Membership includes publicly-owned utilities in the cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Santa Clara, and Ukiah, the Sacramento Municipal Utility District, the Modesto Irrigation District, the Turlock Irrigation District, and the Plumas-Sierra Rural Electric Cooperative (Members).

Discussion: TANC and its Members propose to adopt Amendment No. 1 (Attachment 2) to modify certain provisions of the Project Agreement No. 3 to ensure the agreement is consistent with current business practices. Amendment No. 1 (i) will clarify that changes to Transfer Capability may be made without formally amending Project Agreement No. 3 to ensure efficient and timely updates to Project entitlement shares, (ii) includes minor and non-substantive administrative updates, and (iii) updates and adds certain appendices to clarify project entitlements.

Costs associated with the development and approval of Amendment No. 1 will be allocated to Members in accordance with approved cost allocation methodologies as described in the TANC annual budget which is the

current practice.

Staff recommends Council adopt a resolution (Attachment 3) authorizing the City Manager or his designee to execute Amendment No. 1 to Project Agreement No. 3 by and among the Transmission Agency of Northern California and its Members, the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Santa Clara, and Ukiah, the Sacramento Municipal Utility District, the Modesto Irrigation District, the Turlock Irrigation District, and the Plumas-Sierra Rural Electric Cooperative, on behalf of the City of Ukiah, including any non-substantive modifications approved by the City's General Counsel.

Recommended Action: Adopt a resolution authorizing the City Manager or his designee to execute Amendment No. 1 to Project Agreement No. 3 by and among the Transmission Agency of Northern California and its Members, the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Santa Clara, and Ukiah, the Sacramento Municipal Utility District, the Modesto Irrigation District, the Turlock Irrigation District, and the Plumas-Sierra Rural Electric Cooperative, on behalf of the City of Ukiah, including any non-substantive modifications approved by Ukiah's General Counsel.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

STRATEGIC PLAN (SP): N/A

GENERAL PLAN ELEMENTS (GP): **GP-A4** - Public Facilities, Services, and Infrastructure Element.

Approved:


Sage Sangiacomo, City Manager

CONFORMED COPY

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TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA
PROJECT AGREEMENT NO. 3

FOR THE
CALIFORNIA-OREGON TRANSMISSION PROJECT

2/23/90

1 TRANSMISSION AGENCY OF NORTHERN CALIFORNIA

2 PROJECT AGREEMENT NO. 3

3 FOR THE

4 CALIFORNIA-OREGON TRANSMISSION PROJECT

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8 AMONG

9 THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA

10 THE CITY OF ALAMEDA

11 THE CITY OF HEALDSBURG

12 THE CITY OF LODI

13 THE CITY OF LOMPOC

14 THE MODESTO IRRIGATION DISTRICT

15 THE CITY OF PALO ALTO

16 THE PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE

17 THE CITY OF REDDING

18 THE CITY OF ROSEVILLE

19 THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

20 THE CITY OF SANTA CLARA

21 THE TURLOCK IRRIGATION DISTRICT

22 THE CITY OF UKIAH

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TRANSMISSION AGENCY OF NORTHERN CALIFORNIA

PROJECT AGREEMENT NO. 3

FOR THE

CALIFORNIA-OREGON TRANSMISSION PROJECT

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1 obtain transmission facilities or rights to use transmission
2 facilities for its present or future requirements, through
3 contracts with TANC or otherwise; and

4 D. TANC, on behalf of its Members, executed the
5 December 19, 1984, "Memorandum of Understanding, California-
6 Oregon Transmission Project," among certain California entities
7 and the Western Area Power Administration, which sets forth
8 principles for the development of the California-Oregon
9 Transmission Project including the designation of TANC as Project
10 Manager; and

11 E. The Members of TANC entered into the June 19, 1985,
12 "Project Agreement" for the purposes of issuing and selling a
13 promissory note for financing studies and other preliminary costs
14 to be incurred prior to making a decision, after environmental
15 and other review, of whether to undertake construction of the
16 California-Oregon Transmission Project; and

17 F. The Members of TANC entered into the September 30, 1985,
18 "TANC Project Agreement No. 2 for the California-Oregon
19 Transmission Project" for the purpose of refinancing the
20 promissory note and to fund certain feasibility and planning
21 studies, and to provide for TANC's share of the costs for Project
22 Development Work for the California-Oregon Transmission Project;
23 and

24 G. TANC, on behalf of its Members, executed the
25 September 30, 1985, "California-Oregon Transmission Project
26 Development Agreement" for the purpose of completing required
27 activities such as obtaining approvals, certificates, licenses
28 and permits as required by law and regulation before undertaking

1 construction of the Project; and

2 H. TANC, on behalf of its Members, entered into the
3 Memorandum of Understanding Annex dated February 6, 1986, with
4 the initial Participants and additional non-federal public
5 entities which allocated a 3.125 percent Project entitlement
6 among the additional Participants and re-allocated the remaining
7 entitlement among the initial Participants; and

8 I. The Members of TANC desire to authorize TANC to
9 undertake additional responsibilities as a Participant in the
10 California-Oregon Transmission Project on behalf of the Members,
11 and recognize the desire of all Participants in the California-
12 Oregon Transmission Project for TANC to perform the duties of
13 Project Manager, including the duties and responsibilities
14 described in the "Memorandum of Understanding, California-Oregon
15 Transmission Project," and the "Project Participation Agreement,"
16 as defined in this Agreement; and

17 J. On January 20, 1988, TANC certified the Final
18 Environmental Impact Report for the California-Oregon
19 Transmission Project, the Los Banos-Gates Transmission Project,
20 and the Pacific Northwest Reinforcement Project, made findings
21 pursuant to the California Environmental Quality Act, and
22 approved the California-Oregon Transmission Project; and

23 K. Each Member executing this Agreement has participated in
24 the preparation and review of the Draft Environmental Impact
25 Report and has reviewed and approved the Final Environmental
26 Impact Report for the California-Oregon Transmission Project and
27 adopted the findings made by TANC as lead agency for the
28 California-Oregon Transmission Project.

1
2 NOW, THEREFORE, in consideration of the mutual covenants and
3 conditions set forth in this Agreement, TANC and the Members
4 agree as follows:

5
6 1. DEFINITIONS

7 Whenever used in this Agreement, the following terms shall
8 have the following meanings. The singular of any term shall
9 include the plural and the plural shall include the singular.

10 1.1 "Acquisition and Construction Work" - Any work
11 necessary or useful for acquisition and construction of the
12 Project, including procurement of materials and any land or
13 rights in land in connection therewith; and, in addition, that
14 work to be done pursuant to or in the negotiation of the Intertie
15 Agreements for: management and administrative services;
16 economic, legal, engineering, and other activities; and services
17 which may be necessary or convenient in connection with the
18 Intertie Agreements.

19 1.2 "Addition" - A new facility, other than a Betterment
20 or Replacement, that is added to the Project, together with
21 associated land rights, if any.

22 1.3 "Agreement" - This Project Agreement No. 3 among the
23 Members and TANC, as amended and supplemented from time to time
24 in accordance with the terms hereof.

25 1.4 "Betterment" - A new facility, other than a
26 Replacement, together with associated land rights, if any, which
27 will increase the "Rated Project Transfer Capability" (as that
28 term is defined in the Intertie Agreements) above the then-

1 current Rated Project Transfer Capability or sixteen hundred
2 (1600) megawatts, whichever is less.

3 1.5 "Closing Date" - The date of each issuance of TANC
4 Project Indebtedness, as determined and announced by written
5 notice from TANC to all TANC Members, as further described in
6 Section 4.1.1.

7 1.6 "Debt Service" - With respect to any period, the
8 aggregate of the amounts required by each Indenture to be paid
9 during said period into any fund or account created by the
10 Indenture for the sole purpose of paying or providing reserves
11 for paying the principal (including sinking fund installments) of
12 and premium, if any, and interest on all the Indebtedness from
13 time to time outstanding; provided, however, that Debt Service
14 shall not include any amounts on account of acceleration of the
15 maturity of any Indebtedness.

16 1.7 "Electric System" - All properties and assets, real
17 and personal, tangible and intangible, of any Member (whether
18 leased or owned) now or hereafter existing, used for or
19 pertaining to the generation, transmission, transformation,
20 distribution and sale of electric capacity and energy, including
21 all additions, extensions, expansions, improvements and
22 betterments thereto and equipping thereof; provided, however,
23 that to the extent the Member is a joint owner of an asset or
24 property, only the Member's ownership interest in such asset or
25 property shall be considered to be part of its Electric System.

26 1.8 "Executive Committee" - A committee appointed by the
27 TANC Commission to which it may delegate certain responsibilities
28 as provided in resolutions duly adopted by the TANC Commission

1 pursuant to the Joint Powers Agreement.

2 1.9 "Fiscal Year" - The twelve-month period terminating on
3 September 30 of each year, or any other annual accounting period
4 hereafter selected and designated by TANC as its Fiscal Year for
5 purposes of this Agreement and each Indenture.

6 1.10 "Indebtedness" - Bonds, notes or other evidences of
7 indebtedness (including, without limitation, contracts relating
8 to letters of credit or other credit enhancement devices and
9 long-term contracts which are characterized as debt by TANC at or
10 prior to execution thereof) issued or otherwise incurred or
11 entered into by or on behalf of TANC in connection with the
12 Project. For purposes of this Agreement, Indebtedness shall be
13 considered outstanding as of any date if such Indebtedness has
14 not been paid or if provision for the payment of the principal of
15 and interest on such Indebtedness has not been made in accordance
16 with the Indenture pursuant to which such Indebtedness has been
17 issued or incurred.

18 1.11 "Indenture" - One or more indentures or other
19 instruments approved or adopted by TANC providing for the
20 issuance or incurring of Indebtedness.

21 1.12 "Interest Charge" - That charge against unpaid amounts
22 due and owing in accordance with this Agreement assessed at an
23 annual interest rate compounded monthly equal to the lesser of
24 (i) two percent (2%) plus the applicable first of the month
25 reference rate or successor, of the Bank of America N.T. & S.A.,
26 San Francisco, California, in effect from time to time during the
27 period over which the payment is overdue or (ii) the maximum
28 interest rate permitted by law.

1 1.13 "Intertie Agreements" - Agreements related to the
2 Project which have been or which may be entered into by TANC and
3 some or all of the other Participants, which include, but are not
4 limited to, the MOU, the Project Development Agreement, the
5 Project Participation Agreement, any amendments to the foregoing
6 agreements, and other agreements related to the Project entered
7 into by TANC as Project Manager or by TANC on behalf of the
8 Members.

9 1.14 "Joint Powers Agreement" - The Joint Powers Agreement,
10 Transmission Agency of Northern California, dated December 10,
11 1984, which established TANC as a joint powers agency pursuant to
12 Section 6500 et seq. of the California Government Code, as
13 amended and supplemented from time to time.

14 1.15 "Management Committee" - A committee as described in
15 the MOU and further described in the Intertie Agreements.

16 1.16 "Member" - Any of the Cities of Alameda, Healdsburg,
17 Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and
18 Ukiah; the Sacramento Municipal Utility District; the Modesto
19 Irrigation District; the Turlock Irrigation District; or the
20 Plumas-Sierra Rural Electric Cooperative, which, at any given
21 point in time, is a party to the Joint Powers Agreement and
22 retains its rights and interests under this Agreement.

23 1.17 "MOU" - The Memorandum of Understanding, California-
24 Oregon Transmission Project, dated December 19, 1984, among the
25 Participants, the Department of Water and Power of the City of
26 Los Angeles, and the California Department of Water Resources, as
27 modified by the Memorandum of Decision of the United States
28 Secretary of Energy, dated February 7, 1985, as interpreted by

1 the letter of the United States Department of Energy Acting
2 General Counsel, dated May 4, 1985, a copy of which is attached
3 hereto as Appendix A, as amended by the Memorandum of
4 Understanding Annex, and as it may be further amended.

5 1.18 "Memorandum of Understanding Annex" - The agreement
6 among the Participants, the California Department of Water
7 Resources, and the Department of Water and Power of the City of
8 Los Angeles executed on February 6, 1986 which modified the MOU
9 and allocated a 3.125 percent Project entitlement to certain non-
10 federal public entities set out at 50 Fed. Reg. 42769 (1985) and
11 simultaneously reduced the existing Participants' entitlements by
12 a corresponding percentage, a copy of which is attached hereto as
13 Appendix B.

14 1.19 "Operating Agent" - The Participant designated in the
15 Intertie Agreements to have the duties and responsibilities for
16 the overall operation and maintenance of the Project.

17 1.20 "Opposing Member" - A Member which votes against a
18 Betterment or Addition in accordance with Section 3.1.2.2.1 or
19 3.1.2.2.2.

20 1.21 "Participants" - Those entities, including TANC, which
21 have interests in the Project through execution of the Intertie
22 Agreements.

23 1.22 "Participation Percentage" - That percentage of TANC's
24 entitlement to Transfer Capability which an individual Member of
25 TANC has the right to use as set forth in Appendix C of this
26 Agreement. Such percentages may be modified pursuant to Sections
27 2.3, 3.1.2.2, 6, and 15.

28 1.23 "PDA" - Project Development Agreement.

1 1.24 "Phase" or "Phases" - Those activities of the Project
2 described in Section 2.2.

3 1.25 "Project" - The California-Oregon Transmission
4 Project, which consists of electric transmission facilities
5 between California and the Pacific Northwest, as such Project is
6 generally described in, and as changed pursuant to, the Intertie
7 Agreements.

8 1.26 "Project Development Agreement" - That agreement among
9 the Participants dated September 30, 1985, which provides, inter
10 alia, for the Participants to share the costs of Project
11 Development Work.

12 1.27 "Project Development Work" - That work described in
13 Appendix A of the PDA, or consistent with and within the scope of
14 Appendix A of the PDA and approved by the Management Committee to
15 be performed in accordance with the PDA.

16 1.28 "Project Manager" - The entity designated by the
17 parties to the MOU and the Intertie Agreements which has the
18 overall management responsibility for the Acquisition and
19 Construction Work of the Project.

20 1.29 "Project Participation Agreement" - That agreement
21 which may be executed by those Participants electing to proceed
22 with Phase II and Phase III of the Project, as it may be modified
23 and supplemented in accordance with the terms thereof.

24 1.30 "Replacement" - A new facility that is intended to be
25 a direct replacement for an existing facility, which is designed
26 primarily to maintain the existing operational reliability or
27 capability of the Project, irrespective of whether the
28 replacement results in an incidental increase in the "Rated

1 Project Transfer Capability" (as that term is defined in the
2 Intertie Agreements), and which results in a "retirement unit"
3 being substituted for another such retirement unit. As used
4 herein, "retirement unit" shall mean property as defined in
5 Section 15060 of the Federal Energy Regulatory Commission Uniform
6 System of Accounts Prescribed for Public Utilities and Licensees
7 Subject to the Provisions of the Federal Power Act, or its
8 successor document.

9 1.31 "Revenues" - All income, rents, rates, fees, charges,
10 and other moneys derived by a Member from the ownership or
11 operation of its Electric System, including, without limiting the
12 generality of the foregoing (i) all income, rents, rates, fees,
13 charges, or other moneys derived from the sale, provision, and
14 supply of electric capacity and energy and other services,
15 facilities, and commodities sold, furnished, or supplied through
16 the facilities of the Electric System, (ii) the earnings on and
17 income derived from the investment of such income, rents, rates,
18 fees, charges, or other moneys to the extent that the use of such
19 earnings and income is limited to the Electric System by or
20 pursuant to law and (iii) the proceeds derived by such Member
21 directly or indirectly from the sale, lease, or other disposition
22 of a part of the Electric System as permitted hereby; but the
23 term "Revenues" shall not include customers' deposits or advances
24 subject to refund or contributions in aid of construction until
25 such deposits, advances, or contributions have become the
26 property of the Member.

27 1.32 "TANC Capital Improvement Costs" - Those costs
28 incurred in connection with Phase III of the Project allocable to

1 TANC for the purpose of making Additions, Betterments, or
2 Replacements to the Project and such other costs relating to
3 capital improvements to the Project properly chargeable to TANC
4 pursuant to the Intertie Agreements.

5 1.33 "TANC Commission" - The governing body of TANC as
6 described in the Joint Powers Agreement.

7 1.34 "TANC Coordinator" - An entity appointed by TANC to,
8 inter alia, coordinate the Members' use of TANC's entitlement to
9 Transfer Capability.

10 1.35 "TANC Project Costs" - Those costs incurred in
11 connection with Phase II of the Project allocable to TANC and
12 such other costs relating to the acquisition and construction of
13 the Project properly chargeable to TANC pursuant to the Intertie
14 Agreements.

15 1.36 "TANC Project Indebtedness" - That Indebtedness to be
16 issued by TANC to finance TANC Project Costs, TANC Project O&M
17 Costs, TANC Capital Improvement Costs, and such other costs as
18 are described in Section 4.1.3.1.

19 1.37 "TANC Project O&M Costs" - Those costs incurred in
20 connection with Phase III of the Project allocable to TANC which
21 are necessary to operate and maintain the Project, such other
22 costs relating to the operation and maintenance of the Project
23 properly chargeable to TANC pursuant to the Intertie Agreements,
24 and costs of the TANC Coordinator. TANC Project O&M costs shall
25 not include TANC Project Costs or TANC Capital Improvement Costs.

26 1.38 "Transfer Capability" - The ability of the Project or
27 a segment thereof to transmit power, expressed in megawatts, as
28 determined in accordance with the Intertie Agreements. As used

1 in this Agreement, the term "Transfer Capability" can refer to a
2 rated amount or an amount available at any given time, as
3 appropriate in the context in which such term is used. TANC and
4 its Members acknowledge that there may be times when available
5 Transfer Capability is less than the rated amount for the Project
6 or a segment thereof.

7 1.39 "Trustee" - Any trustee, including any successor
8 trustee, under an Indenture.

9
10 2. PROJECT PARTICIPATION AND AUTHORIZATION

11 2.1 Scope - TANC is hereby authorized and directed to act
12 on behalf of the Members in activities related to Phase II and
13 Phase III of the Project, as more fully described below, as a
14 Participant pursuant to the Intertie Agreements, subject to
15 procedures for Member approval and authorization established by
16 the TANC Commission pursuant to this Agreement and the Joint
17 Powers Agreement. TANC is also hereby authorized to fulfill its
18 duties and responsibilities as Project Manager or under any other
19 management role pursuant to the Intertie Agreements.

20 2.2 Phases - The Project shall proceed in accordance with
21 the following activities:

22 2.2.1 Phase I activities consist of Project
23 Development Work;

24 2.2.2 Phase II activities consist of Acquisition and
25 Construction Work;

26 2.2.3 Phase III activities consist of operation,
27 maintenance, Additions, Betterments, Replacements, and the
28 retirement or disposal of the Project.

1 2.3 Participation

2 2.3.1 Pursuant to Paragraph 15 of the Joint Powers
3 Agreement, the Members executing this Agreement each hereby
4 (i) approve TANC's participation in the Project as a
5 Participant in accordance with, and to the extent provided
6 in, the Intertie Agreements and this Agreement and (ii)
7 elect to participate in Phases II and III of the Project in
8 the Participation Percentages set forth in Appendix C, as
9 those percentages may be revised in accordance with this
10 Agreement. In consideration of such approval and election,
11 and payment of its share of the costs set forth in
12 Section 4, each Member shall be entitled to its respective
13 Participation Percentage share of TANC's entitlement to
14 Transfer Capability on the terms and conditions provided for
15 by this Agreement. In the event that the first issuance and
16 sale of TANC Project Indebtedness does not occur within six
17 ~~X~~(6) months after the date of this Agreement, any Member may
18 terminate its participation under this Agreement by giving
19 written notice to TANC, in which case the Participation
20 Percentage of such Member shall be divided pro rata among
21 the remaining Members based on Participation Percentages,
22 unless otherwise agreed to by such remaining Members. After
23 the first issuance and sale of such TANC Project
24 Indebtedness, no Member may terminate its participation in
25 this Agreement.

26 2.3.2 In the event that TANC's entitlement to
27 Transfer Capability changes from time to time, within sixty
28 ~~X~~(60) days after such change, the Members shall be permitted

1 to revise the Participation Percentages set forth in
2 Appendix C without an amendment to this Agreement, subject
3 to the following conditions:

4 2.3.2.1 The Participation Percentages set
5 forth in Appendix C shall govern in the event that the
6 Members are unable to agree to such a revision to
7 Appendix C;

8 2.3.2.2 No Member shall be required to
9 accept a Participation Percentage which, when
10 multiplied by TANC's megawatt entitlement to Transfer
11 Capability, would exceed the megawatt amount set forth
12 in the Appendix C, Column D, in which event such
13 excess Participation Percentage shall be divided pro
14 rata among the other Members based on Participation
15 Percentages, unless otherwise agreed to by such
16 Members;

17 2.3.2.3 No Member may agree to a
18 Participation Percentage which, when multiplied by
19 TANC's megawatt entitlement to Transfer Capability,
20 would be less than the megawatt amount set forth in
21 Appendix C, Column C;

22 2.3.2.4 No Member may agree to a
23 Participation Percentage which, when multiplied by
24 TANC's megawatt entitlement to Transfer Capability,
25 would exceed the megawatt amount set forth in
26 Appendix C, Column D, if the effect of such agreement
27 would be to materially, adversely alter any rights of
28 or security for holders of TANC Project Indebtedness.

2.3.3 Members acknowledge and agree that, notwithstanding the foregoing provisions, Member defaults may result in a non-defaulting Member accepting a megawatt amount in excess of the limits set forth in Appendix C, Column D. Members also acknowledge and agree that, notwithstanding the foregoing provisions, no such agreement shall result in aggregate Participation Percentages of the Members of less than one hundred (100) percent.

3. DUTIES AND RESPONSIBILITIES OF TANC DURING PHASE II AND PHASE III

3.1 Decisions - Decisions related to the Project shall be made by the TANC Commission at meetings to be held at times and places determined by the TANC Commission; provided, that the TANC Commission may delegate decisions to its Executive Committee or others, between meetings, as provided in resolutions duly adopted by the TANC Commission pursuant to the Joint Powers Agreement.

3.1.1 The exercise of the rights and obligations of TANC under this Agreement shall be subject to the control at all times of the TANC Commission.

3.1.2 Voting - Approvals or authorizations required under this Agreement shall be given or withheld by the TANC Commission using the voting procedures described in the Joint Powers Agreement, subject to the following provisions:

3.1.2.1 Phase II Activities - With regard to Phase II activities as described in Section 2.2.2, to constitute a quorum, the combined Participation Percentages of the Members not in default represented

1 by the TANC Commissioners present must represent at
2 least sixty (60) percent of the aggregate
3 Participation Percentages of Members not in default at
4 the time of the vote and the action must be approved
5 by TANC Commissioners representing at least a majority
6 of the aggregate Participation Percentages of Members
7 not in default at the time of the vote.

8 3.1.2.2 Phase III Activities - With regard
9 to Phase III activities as described in Section 2.2.3,
10 to constitute a quorum, the combined Participation
11 Percentages of the Members not in default represented
12 by the TANC Commissioners present must represent at
13 least sixty (60) percent of the aggregate Participa-
14 tion Percentages of Members not in default at the time
15 of the vote and the action must be approved by TANC
16 Commissioners representing at least a majority of the
17 aggregate Participation Percentages of Members not in
18 default at the time of the vote, provided:

19 3.1.2.2.1 In the event that a
20 Member votes against a proposed Betterment,
21 such Opposing Member shall have no obligations
22 stemming from such Commission action nor shall
23 such Opposing Member have any right to
24 participate in the benefits of such Commission
25 action and, with regard to such benefits and
26 obligations, the Participation Percentage of
27 each Member except for the Opposing Member(s)
28 shall be increased to the ratio between each

1 such Member's Participation Percentage and the
2 aggregate of the Participation Percentages of
3 the Members excluding such Opposing Member(s),
4 expressed as a percentage.

5 3.1.2.2.2 In the event that a
6 Member votes against a proposed Addition to
7 the Project in any Fiscal Year, and TANC's
8 share of the cost of all Additions previously
9 approved in such Fiscal Year when added to
10 TANC's share of the cost of the proposed
11 Addition exceeds twenty-five million dollars
12 (\$25,000,000) adjusted in accordance with
13 changes in the Consumer Price Index (CPI) or
14 successor index using the January 1, 1990,
15 level as the base year, with regard to such
16 Opposing Member's Participation Percentage of
17 such excess amount only, such Opposing Member
18 shall have no obligations stemming from such
19 Commission action nor shall such Opposing
20 Member have any right to participate in the
21 benefits of such Commission action. With
22 regard to the rights and obligations
23 associated with such excess amount, the
24 Members excluding such Opposing Member(s)
25 shall negotiate appropriate adjustments to
26 their Participation Percentages.

27 3.1.2.2.3 In the event that a
28 Member votes against a proposed Replacement,

1 such Member shall nevertheless be bound by the
2 outcome of such Commission action.

3 3.1.2.2.4 Nothing contained herein
4 is intended to relieve any Member from its
5 obligations resulting from Commission action
6 except as specifically provided in Sections
7 3.1.2.2.1 and 3.1.2.2.2.

8 3.1.2.2.5 Each agreement by the
9 Members with respect to Betterments or
10 Additions shall specifically recognize TANC's
11 rights under this Agreement which secure TANC
12 Project Indebtedness.

13 3.2 Specific Duties and Responsibilities - TANC, through
14 the approval of the TANC Commission, shall be empowered to
15 perform all duties appropriate for the implementation of Phase II
16 and Phase III of the Project, subject to the terms hereof,
17 including but not limited to:

18 3.2.1 Act as Project Manager or in any other
19 managerial role for the Project in accordance with the
20 Intertie Agreements;

21 3.2.2 Authorize (i) the issuance or incurrence of
22 Indebtedness and the appropriate documentation related
23 thereto, (ii) the contract of purchase or notice of sale or
24 other instrument under which Indebtedness is to be sold or
25 incurred, (iii) the selection of managing underwriters for
26 Indebtedness (if such Indebtedness is to be sold upon a
27 negotiated basis), and (iv) the manner and timing of
28 marketing (including the manner of sale), if applicable,

1 interest rates, and other terms of Indebtedness;

2 3.2.3 Provide periodic reports of major construction
3 and major events to the Members with respect to the Project;

4 3.2.4 Review, discuss, and attempt to resolve any
5 disputes among TANC and/or the Members;

6 3.2.5 Negotiate, review, approve, execute, enforce
7 and modify Intertie Agreements as a Participant on behalf of
8 the Members for Phase II and Phase III and perform all
9 activities necessary to fulfill TANC's obligations as a
10 Participant under those agreements;

11 3.2.6 Approve and engage consultants or advisors on
12 financial, economic, engineering, environmental, management,
13 and legal or other matters;

14 3.2.7 Review, modify, and approve TANC's insurance
15 program including, without limitation, the establishment of
16 a self-insurance program;

17 3.2.8 Incur costs, liabilities, and obligations;

18 3.2.9 Purchase, sell, rent, and lease equipment,
19 apparatus, materials, and supplies and establish and
20 maintain inventories of any of the foregoing;

21 3.2.10 Acquire by purchase or eminent domain any
22 interest in property, real or personal;

23 3.2.11 Enforce, waive, adjust or compromise any claim
24 by or against TANC, including claims covered by or relating
25 to insurance policies;

26 3.2.12 Initiate, defend, and otherwise participate in
27 legal and administrative proceedings;

28 3.2.13 Maintain for Member inspection and audit for

1 the term of this Agreement, and for three (3) years
2 thereafter, books and cost records of TANC in accordance
3 with generally accepted accounting principles;

4 3.2.14 Perform other tasks as may be necessary to
5 fulfill its obligations as a Participant, as Project
6 Manager, and in any other managerial role under this
7 Agreement and the Intertie Agreements during Phase II and
8 Phase III of the Project in a timely, cost effective manner.

9
10 4. OBLIGATIONS OF MEMBERS DURING PHASE II AND PHASE III

11 4.1 TANC Project Costs - Subject to Section 3.1.2.2, each
12 Member agrees to pay, based on its Participation Percentage, its
13 portion of TANC Project Costs, its portion of TANC Project O&M
14 Costs, its portion of TANC Capital Improvement Costs, and its
15 portion of Debt Service on TANC Project Indebtedness, in each
16 case as provided in this Section 4.1:

17 ~~4.1.1~~ 4.1.1 At least sixty (60) days prior to the initial
18 Closing Date and at least sixty (60) days prior to the
19 commencement of each Fiscal Year thereafter, the TANC
20 Commission shall develop, approve, and distribute to the
21 Members a budget for TANC Project Costs, Debt Service for
22 TANC Project Indebtedness, TANC Project O&M Costs, and TANC
23 Capital Improvement Costs which the TANC Commission
24 estimates will be incurred during the then-current Fiscal
25 Year in the case of the initial budget and during the next
26 succeeding Fiscal Year for all subsequent budgets. Such
27 budgets shall be generally based upon budgets approved by
28 the Management Committee and upon TANC's estimates of TANC

1 Project Costs, Debt Service for TANC Project Indebtedness,
2 TANC Project O&M Costs, and TANC Capital Improvement Costs;
3 provided, that if a budget has not been approved by the
4 Management Committee the budget shall be based upon TANC's
5 estimates. Each budget other than the initial budget shall
6 also include a variance report which compares actual
7 expenditures with budgeted amounts for the previous Fiscal
8 Year. As soon as practicable after the approval of each
9 such budget, TANC shall mail the budget to the Members.
10 Members acknowledge and agree that Participant defaults or
11 withdrawals that result in changes in TANC's ownership
12 interest in the Project will require changes in TANC's
13 payment obligations under the Intertie Agreements
14 approximately proportionate to the change in TANC's
15 entitlement to Transfer Capability and a corresponding
16 change in the Members' payment obligations hereunder. TANC,
17 if requested by any Member, will make best efforts to
18 remarket any entitlement to Transfer Capability that such
19 Member or its designated agent may determine to be in excess
20 of that Member's requirements. Remarketing efforts will be
21 focused on the other Members, the Western Area Power
22 Administration, the California Department of Water
23 Resources, and other Participants. Members also acknowledge
24 and agree that some anticipated Participants may elect not
25 to enter into the Intertie Agreements for Phase II and
26 Phase III of the Project and that this Agreement is intended
27 to permit the Project to be constructed without such
28 anticipated Participants so that TANC's ownership interest

1 in the Project, and thus the amount of Transfer Capability
2 to which each Member shall be entitled pursuant to this
3 Agreement, will vary depending on the final ownership
4 interests established for TANC and the other Participants
5 pursuant to the Intertie Agreements. TANC currently
6 anticipates that, at the time of execution of the Intertie
7 Agreements, the Intertie Agreements will establish TANC's
8 initial ownership interest in the Project at a minimum of
9 42.2916% and a maximum of 93.75%.

10 4.1.2 Each of the Members hereby approves the
11 issuance and sale of TANC Project Indebtedness as provided
12 in Section 4.1.3.1 below subject to approval of the TANC
13 Commission pursuant to Section 3.1.2. Such approvals are
14 intended to be and are limited to the approvals required by
15 Paragraphs 6 and 15 of the Joint Powers Agreement. Such
16 Indebtedness shall not constitute a debt, liability or
17 obligation of any of the Members and shall not constitute a
18 debt of TANC payable by the Members pursuant to Paragraph 21
19 of the Joint Powers Agreement.

20 4.1.3 Subject to Section 3.1.2.2, each of the
21 Members hereby severally requests and agrees as follows:

22 4.1.3.1 Each Member requests that TANC
23 issue, sell, or otherwise incur Indebtedness from time
24 to time pursuant to the provisions of Chapter 5,
25 Division 7, Title 1 of the Government Code of the
26 State of California or any other applicable provisions
27 of law in amounts which will be sufficient to permit
28 TANC to pay, when due, all TANC Project Costs, TANC

1 Project O&M Costs through the first full Fiscal Year
2 after completion of the Project, TANC Capital
3 Improvement Costs, costs of issuance, credit
4 enhancements and other costs incurred in connection
5 with the issuance or incurring of TANC Project
6 Indebtedness, and to provide for capitalized interest
7 as determined by TANC and for required deposits to
8 funds and accounts established by each Indenture and,
9 in addition, to provide for the principal and interest
10 on all Indebtedness outstanding on the initial Closing
11 Date (all of said Indebtedness to constitute TANC
12 Project Indebtedness). Whenever TANC deems it
13 beneficial to the Members, as a result of Debt Service
14 savings or otherwise, upon approval of the TANC
15 Commission, TANC may issue Indebtedness to refund
16 outstanding TANC Project Indebtedness (which the
17 Members hereby authorize) and the same shall be TANC
18 Project Indebtedness.

19  4.1.3.2 Each Member severally agrees to pay
20 to TANC an amount equal to its Participation
21 Percentage of all Debt Service on the TANC Project
22 Indebtedness to enable TANC to pay such Debt Service
23 at the times and in the manner set forth in the
24 applicable Indentures. Each Member also agrees to pay
25 to TANC, in accordance with Section 22, an amount
26 equal to its Participation Percentage of TANC Project
27 Costs, TANC Project O&M Costs, and TANC Capital
28 Improvement Costs, not financed by TANC Project

1 Indebtedness as indicated in the budgets prepared
2 pursuant to Section 4.1.1, including any budget
3 revisions made pursuant to Section 4.1.5.

4 ~~4.1.3.3~~ Upon failure of a Member to make any
5 of the payments described in Section 4.1.3.2, TANC
6 shall make demand upon such Member, and if said
7 failure is not remedied within forty-five (45) days
8 from the date of such demand, it shall constitute a
9 default at the expiration of such forty-five (45) day
10 period. Such default shall be handled in accordance
11 with Section 6. Notice of such demand shall be
12 provided to the other Members.

13 4.1.3.4 Each Member agrees to establish
14 ~~rates~~ and charges for its Electric System so as to
15 provide Revenues sufficient, together with other
16 available funds derived from its Electric System, to
17 pay, when due, all amounts payable by such Member
18 under this Agreement and to pay all other amounts
19 payable from, and all lawful charges against or liens
20 upon, the Revenues of its Electric System.

21 ~~4.1.3.5~~ Each Member shall be obligated to
22 make payments under this Section 4.1.3 and to budget
23 for such payments solely from the Revenues of, and as
24 an operating expense of, its Electric System. Each
25 Member shall make the payments required of it by this
26 Agreement in the amounts and at the times determined
27 pursuant to this Agreement and such payments and the
28 obligation to make same shall be absolute and

1 unconditional and such payments shall be made whether
2 or not the Project or any part thereof has been
3 completed, is operating or operable or its output or
4 capability is suspended, interrupted, interfered with,
5 reduced or curtailed, or terminated in whole or in
6 part, and such payments shall not be subject to
7 reduction whether by offset, counterclaim, recoupment
8 or otherwise and shall not be conditioned upon the
9 performance or nonperformance by any party to any
10 agreement or for any other cause or reason whatsoever.

11 4.1.3.6 Each Member covenants and agrees
12 ~~that it~~ shall, at all times so long as any TANC
13 Project Indebtedness remains outstanding, operate the
14 properties of its Electric System and business in
15 connection therewith in an efficient manner and at a
16 reasonable cost and shall maintain its Electric System
17 in good working order and condition, and shall
18 cooperate with TANC in the performance of the
19 respective obligations of TANC and such Member under
20 this Agreement.

21 ~~A~~ 4.1.3.7 Each Member agrees that all rights,
22 title, and interest of TANC in and to all payments
23 required to be made under this Section 4.1.3 by the
24 Members pursuant to the provisions hereof may be
25 pledged and assigned under the Indentures to secure
26 the TANC Project Indebtedness.

27 4.1.4 Funds received by TANC from the issuance and
28 sale of TANC Project Indebtedness shall be applied to one or

1 more of the purposes specified in Section 4.1.3.1 in
2 accordance with the Indenture authorizing such TANC Project
3 Indebtedness.

4 4.1.5 TANC may, from time to time, revise the
5 budgets established pursuant to Section 4.1.1 as necessary.
6 Such budgets shall include adjustments for variances between
7 estimated and actual costs included in previous budgets. In
8 that event, subject to Section 3.1.2, the procedures of
9 Sections 4.1.2 through 4.1.4 shall be followed for payment
10 of any additional costs.

11
12 5. TERM, TERMINATION, AND AMENDMENTS

13 5.1 Term - This Agreement shall take effect as of the date
14 hereof and shall remain in full force and effect during the term
15 of the Joint Powers Agreement and the Intertie Agreements (as
16 their terms may be extended) or so long as any TANC Project
17 Indebtedness remains outstanding, whichever is longer.

18 5.2 Termination - This Agreement shall not be subject to
19 termination by TANC or any Member under any circumstances,
20 whether based upon the default of any party under this Agreement,
21 or any other instrument, or otherwise.

22 5.3 Amendments - So long as any TANC Project Indebtedness
23 is outstanding, this Agreement may be amended, modified, or
24 otherwise changed or rescinded, except as provided in the
25 applicable Indentures, so long as such amendment, modification,
26 change, or rescission would not materially, adversely alter any
27 rights of or security for holders of such Indebtedness. Except
28 as provided in Section 8.3, this Agreement may be amended only by

1 the written agreement of all of the parties hereto.

2

3 6. DEFAULT

4 6.1 Defaulting Member's Participation Percentage - Upon
5 the failure of any Member or, with respect to its obligations
6 under Section 15, a former Member who has withdrawn, to meet its
7 obligations hereunder, TANC shall give written notice of the
8 failure to such Member or former Member who has withdrawn and, if
9 such failure has not been cured within forty-five (45) days after
10 the date of such notice, it shall constitute a default at the
11 expiration of such forty-five (45) day period. Upon such
12 default, in addition to the rights and remedies available to TANC
13 pursuant to Section 6.2, TANC may protect and enforce its rights
14 hereunder by suit or suits in equity or at law, whether for the
15 specific performance of any covenant herein or for damages or in
16 aid of the execution of any power granted herein or any other
17 remedy available under any provision of applicable law. No
18 remedy by the terms of this Agreement conferred upon or reserved
19 to TANC is intended to be exclusive of any other remedy, but each
20 and every such remedy shall be cumulative and shall be in
21 addition to every other remedy given under this Agreement or
22 existing at law or in equity or by statute on or after the
23 effective date of this Agreement.

24 6.2 Nondefaulting Member's Participation Percentage - Upon
25 any default described in Section 4.1.3.3, the defaulting Member
26 shall no longer be entitled to any rights granted to the Members
27 with respect to the Project, and each Member severally agrees
28 that the Participation Percentage of each nondefaulting Member

1 shall be automatically increased as follows:

2 6.2.1 Each Member severally agrees that the
3 Participation Percentage of each nondefaulting Member shall
4 be automatically increased to the ratio between such
5 nondefaulting Member's Participation Percentage and the
6 aggregate of the Participation Percentages of the
7 nondefaulting Members, expressed as a percentage. For
8 purposes of this Section 6.2.1 and Section 6.2.2, the term
9 "Member" shall include, but not be limited to, each former
10 Member who has withdrawn from TANC and converted its
11 Participation Percentage of TANC's entitlement to Transfer
12 Capability to an ownership interest in the Project pursuant
13 to Section 15, and the term "Participation Percentage" shall
14 mean that percentage which would represent such withdrawn
15 Member's Participation Percentage of TANC's entitlement to
16 Transfer Capability if such conversion had not occurred.

17 6.2.2 Notwithstanding the provisions of Section
18 6.2.1, the cumulative increase for any nondefaulting Member
19 pursuant to this Section 6.2 shall not exceed twenty-five
20 percent (25%) of its Participation Percentage in effect
21 immediately prior to the first default without the consent
22 of the Member; provided, that for purposes of determining
23 such cumulative increase any increase (i) pursuant to
24 Section 2.3 or 3.1.2.2, or (ii) which results because a
25 Member has withdrawn from TANC and converted its
26 Participation Percentage of TANC's entitlement to Transfer
27 Capability to an ownership interest in the Project pursuant
28 to Section 15, shall not be considered. The nondefaulting

1 Members shall be entitled to the rights which the defaulting
2 Member loses upon the default and shall assume subject to
3 Section 6.3 all of the obligations of the defaulting Member
4 with respect to such rights hereunder. Increases in the
5 Participation Percentages of the nondefaulting Members shall
6 be applicable to any payments due and not paid by the
7 defaulting Member at the time of the increase and all
8 subsequent payments due and not paid by the defaulting
9 Member.

10 6.3 Defaulting Member's Obligations - Each Member agrees
11 that increases in the obligations of other Members pursuant to
12 Section 6.2 shall not relieve the defaulting Member or a former
13 Member who has withdrawn, of its liability for its obligations
14 described hereunder. The nondefaulting Members shall have a
15 right of recovery from the defaulting Member to the extent of
16 increases in their obligations resulting from such default (plus
17 interest at the Interest Charge) from the date of such default
18 until paid.

19 6.4 Tax Covenant - Notwithstanding any other provision of
20 ~~this~~ Agreement, no Member shall transfer, assign, sell or
21 exchange any portion of its Participation Percentage of TANC's
22 entitlement to Transfer Capacity, or any other interest in the
23 Project or the capacity or capability thereof, directly or
24 indirectly, in any manner, or shall take, or to the extent it can
25 control the same permit to be taken, any other action or actions,
26 which would adversely affect the exclusion of the interest on any
27 of the TANC Project Indebtedness from gross income for federal
28 income tax purposes under Section 103 of the Internal Revenue

1 Code of 1986, as amended, and the applicable regulations
2 thereunder (or any successors to such statute and regulations),
3 including without limitation, by reason of classification of such
4 TANC Project Indebtedness as a "private activity bond" within the
5 meaning of said Code.

6
7 7. USE OF TRANSFER CAPABILITY

8 7.1 Member Use of Transfer Capability - Subject to the
9 provisions of this Section 7, Section 6.4, and Section 8 hereof,
10 each Member shall have the right to use its Participation
11 Percentage of TANC's entitlement to Transfer Capability for any
12 purpose, including holding such Transfer Capability in reserve or
13 making such Transfer Capability available to a Member,
14 Participant, or other entity, subject to the terms and conditions
15 relating to assignments and layoffs by Participants under the
16 Intertie Agreements; provided, that before a Member may make
17 unneeded Transfer Capability available to a non-Member, it shall
18 make such Transfer Capability available to the other Members on
19 terms and conditions which are established by the TANC
20 Commission. Nothing in this Section 7.1, however, shall prohibit
21 a Member or its designated agent from requesting that the TANC
22 Coordinator make all or part of such Member's unused Transfer
23 Capability available to other Members on behalf of such Member.

24 7.2 Non-Member Use of Transfer Capability - Each Member or
25 its designated agent shall notify the TANC Coordinator in the
26 event that it does not need all or a portion of its Participation
27 Percentage of TANC's entitlement to Transfer Capability and no
28 other Member needs such Transfer Capability. In such event, the

1 TANC Coordinator shall then make such Transfer Capability
2 available to the other Participants pursuant to the provisions of
3 the Intertie Agreements. Otherwise, each Member or its
4 designated agent shall determine the disposition of its unneeded
5 Transfer Capability, which may include directing the TANC
6 Coordinator to make such Transfer Capability available to any
7 entity on such terms and conditions as such Member or its
8 designated agent may direct.

9 7.2.1 Compensation - Compensation for the use of a
10 Member's Participation Percentage of TANC's entitlement to
11 Transfer Capability by other Participants will be as set
12 forth in the Intertie Agreements. In the event that the
13 provisions of the Intertie Agreements do not apply to the
14 transaction, compensation shall be as determined by each
15 Member making such Transfer Capability available.

16 7.2.2 Allocation of Revenue - Payments for the use
17 of TANC's unneeded entitlement to Transfer Capability by
18 non-Members shall be collected by TANC and promptly and
19 fully credited directly to the Member making such Transfer
20 Capability available. Each such Member agrees that all
21 right, title, and interest of such Member and TANC in and to
22 such payments may be pledged and assigned under the
23 Indentures to secure payments required to be made under
24 Section 4.1.3 by or on behalf of such Member.

25 7.3 MOU Layoffs - In accordance with Sections 10.1 and
26 10.2 of the MOU as implemented by the Intertie Agreements, TANC
27 shall lay off a portion of its entitlement to Transfer
28 Capability. Compensation to TANC by those entities receiving the

1 layoff is to be based on TANC's Project Cost including financing
2 plus contingencies of twenty-five (25) percent.

3 7.3.1 Unless otherwise agreed by the Members, each
4 Member shall provide its portion of such layoffs in
5 accordance with the Member's Participation Percentage.

6 7.3.2 Payments for the layoff of TANC's entitlement
7 to Transfer Capability as described in Sections 10.1 and
8 10.2 of the MOU shall be collected by TANC and promptly and
9 fully credited to the Members based on each Member's
10 Participation Percentage unless otherwise agreed by the
11 Members. Each such Member agrees that all right, title, and
12 interest of such Member and TANC in and to such payments may
13 be pledged and assigned under the Indentures to secure
14 payments required to be made under Section 4.1.3 by or on
15 behalf of such Member.

16 7.4. In the event that a Member's Participation Percentage
17 of TANC's entitlement to Transfer Capability converted to
18 megawatts exceeds the megawatt amount in Appendix C, Column E,
19 layoffs made by TANC pursuant to Sections 7.2 and 7.3 shall first
20 be made from such excess amount if so requested by that Member.
21 If more than one Member has such an excess amount and the sum of
22 all such excess amounts exceeds the amount of the layoff, the
23 layoff shall be made pro rata based on the ratio between each
24 such requesting Member's excess amount and the sum of all such
25 requesting Members' excess amounts.

26 7.5 Notwithstanding anything to the contrary contained in
27 this Section 7, no layoff of Transfer Capability made pursuant to
28 this Section 7 shall excuse a Member from making the full

1 payments required by Section 4 hereof nor reduce the amount or
2 extend the time of such payments.

3
4 8. SCHEDULING

5 8.1 Member Scheduling Rights - During any scheduling
6 period, each Member or its designated agent shall have the right
7 to schedule power transactions using Transfer Capability up to
8 the amount of its Participation Percentage of TANC's entitlement
9 to Transfer Capability, subject to the provisions of Section 7 of
10 this Agreement. Each Member or its designated agent may also
11 schedule power transactions over any additional percentage of
12 Transfer Capability that it has a right to use. Notwithstanding
13 the provisions of Section 8.2, each Member or its designated
14 agent shall have the right to schedule such transactions pursuant
15 to its separate agreements with other entities. All power
16 scheduled over the Project shall be in whole megawatt amounts or
17 as otherwise set forth in the Intertie Agreements.

18 8.2 Project Use Information Coordination - Each Member or
19 its designated agent shall provide the TANC Coordinator with
20 Project use information required to meet TANC's obligations under
21 the Intertie Agreements as a Participant in the Project. The
22 TANC Coordinator shall submit such information to the Operating
23 Agent in accordance with such agreements.

24 8.3 Scheduling and Curtailment Procedures - Specific
25 procedures which implement the provisions of this Section 8 and
26 Section 7 hereof are set forth in Appendix D. The Members and
27 their designated agents agree to comply with such procedures, as
28 they may be modified from time to time by a vote of the TANC

1 Commission pursuant to Section 3.1.2.

2

3 9. INSURANCE AND INDEMNIFICATION

4 TANC shall maintain, or cause to be maintained in force,
5 insurance as may be determined prudent in the judgment of the
6 TANC Commission and as may be required by the provisions of the
7 Intertie Agreements and any Indenture. TANC shall indemnify,
8 defend, and hold harmless each Member, and its governing board
9 members, officers, employees and agents, from any liability for
10 personal injury, death, or property damage arising out of the
11 negligent activities of TANC pursuant to this Agreement or the
12 Intertie Agreements.

13

14 10. COMPLIANCE WITH OTHER INSTRUMENTS

15 It is recognized by the parties hereto that, for the benefit
16 of the Members, TANC, in undertaking, or causing to be
17 undertaken, the planning, licensing, financing, construction, and
18 operation of TANC's share of the Project, must comply with the
19 requirements of each Indenture, the Intertie Agreements, all
20 applicable licenses, permits, and regulatory approvals necessary
21 therefor, and the Joint Powers Agreement.

22

23 11. LIABILITY OF TANC OFFICERS

24 11.1 Release - Each Member agrees that TANC's
25 Commissioners, officers, and employees shall not be liable to the
26 Members for direct, indirect or consequential loss or damage
27 suffered by the Members as a result of (i) the performance or
28 nonperformance by TANC under any Intertie Agreements or (ii) the

1 performance or nonperformance of TANC under this Agreement. Each
2 Member releases TANC's Commissioners, officers, and employees
3 from any claim or liability (whether negligent or otherwise) as a
4 result of any actions or inactions of TANC under this Agreement
5 or the performance or nonperformance by TANC under any Intertie
6 Agreement.

7 11.2 No Modification - The provisions of this Section 11
8 shall not be construed so as to relieve TANC of any obligations
9 under any of the Intertie Agreements and the provisions of this
10 Section 11 shall not be construed to modify or amend Paragraph 2
11 of the Joint Powers Agreement.

12
13 12. NOTICE AND COMPUTATION OF TIME

14 12.1 Manner of Notices - Any notice or demand by a Member
15 to TANC under this Agreement shall be deemed properly given if
16 deposited in the United States mail first class postage prepaid
17 or its equivalent, or sent via facsimile or other electronic
18 media and confirmed by telephone or in writing within twenty-
19 four (24 hours), addressed to TANC at its operational office; any
20 notice or demand by TANC to any Member under this Agreement shall
21 be deemed properly given if deposited in the United States mail
22 first class postage prepaid or its equivalent, or sent via
23 facsimile or other electronic media and confirmed by telephone or
24 in writing within twenty-four (24 hours), addressed to the
25 addressee shown on the signature pages hereof at the address
26 shown in Appendix E. The designations of the name and address to
27 which any such notice or demand is directed may be changed at any
28 time and from time to time by any party giving notice as above

1 provided in this Section.

2 12.2 Time Computed - In computing any period of time from
3 such notice, such period shall commence on the date mailed or, if
4 sent via facsimile or other electronic media, on the date sent.

5
6 13. APPLICABLE LAW .

7 This Agreement is made under and shall be governed by the
8 laws of the State of California.

9
10 14. SEVERABILITY

11 If any section, paragraph, clause, or provision of this
12 Agreement, or any part thereof, shall be finally adjudicated by a
13 court of competent jurisdiction to be invalid, the remainder of
14 this Agreement shall remain in full force and effect as though
15 such section, paragraph, clause, or provisions or any part
16 thereof so adjudicated to be invalid had not been included
17 herein.

18
19 15. MEMBER'S RIGHT TO WITHDRAW

20 15.1 Conversion of Participation Percentage to Undivided
21 Ownership Interest - TANC's undivided ownership interest in the
22 Project shall constitute rights or property acquired and owned by
23 TANC and no Member shall have an ownership interest in the
24 Project except upon withdrawal from TANC and conversion of its
25 Participation Percentage to an undivided ownership interest as
26 provided herein. After the commercial operation date of the
27 Project, each Member not then in default shall be entitled to
28 withdraw from TANC and convert its Participation Percentage into

1 an undivided ownership interest in the Project. Such Member's
2 undivided ownership interest shall be equal in amount to its
3 Participation Percentage multiplied by TANC's then undivided
4 ownership interest in the Project. Upon such withdrawal and
5 conversion, at the express written request of the withdrawing
6 Member, TANC shall make best efforts to take such administrative
7 actions, including the execution of such documents and amendments
8 to the Intertie Agreements, as may be reasonably requested by the
9 withdrawing Member to establish and evidence such Member's
10 undivided ownership interest in the Project and such Member's
11 role as a Participant under the Intertie Agreements, and all
12 reasonable administrative and legal costs associated with such
13 unopposed withdrawal and conversion shall be the responsibility
14 of such withdrawing Member. Each Member electing to withdraw
15 from TANC and so convert its Participation Percentage shall hold
16 its ownership interest as a tenant in common with TANC and the
17 other Participants as set forth in the Intertie Agreements.

18 15.2 Procedure and Conditions - Notwithstanding Paragraphs
19 19 and 20 of the Joint Powers Agreement, a Member may withdraw
20 from TANC and convert its Participation Percentage into an
21 undivided ownership interest in the Project by requesting that
22 TANC assign to the Member an undivided ownership interest in the
23 Project as provided in Section 15.1 and all rights, interest, and
24 obligations related thereto, and by giving written notice to TANC
25 and all other former Members that have withdrawn at least one (1)
26 year in advance of the noticed effective date of withdrawal;
27 provided that:

28 15.2.1 TANC shall have one hundred eighty (180) days,

1 from written notice given pursuant to Section 15.5, to
2 exercise a right of first refusal to any rights, interests,
3 and obligations in the Project (in whole or in part) which a
4 former Member that has withdrawn determines to sell,
5 transfer, assign, or otherwise dispose of pursuant to a bona
6 fide written offer. In the event that any former Member
7 that has withdrawn ceases to exist as a public agency, as
8 defined in Section 6500 of the California Government Code,
9 then all rights, interests, and obligations of such former
10 Member in the Project which were derived through TANC shall,
11 at TANC's option, revert to TANC in exchange for TANC
12 assuming such former Member's remaining obligations in the
13 Project; provided, that such former Member that has
14 withdrawn has not sold, assigned, or otherwise disposed of
15 its rights, interests, and obligations prior to the date
16 such Member ceases to exist as a public agency; provided
17 further, that any former Member that has withdrawn has the
18 right to sell, assign, or otherwise dispose of its rights,
19 interests, and obligations to anyone as long as the sale
20 does not violate the provisions of Section 6.4.

21 15.2.2 Former Members who have withdrawn shall have a
22 right of first refusal in any right or interest in the
23 Project (in whole or in part) which TANC or a TANC Member
24 determines to sell, transfer or assign to a non-Member. The
25 rights and obligations of former Members who have withdrawn
26 with respect to layoffs of Transfer Capability shall be as
27 prescribed in Section 7 of this Agreement;

28 15.2.3 Except as provided in this Section 15, a

1 withdrawal shall have no adverse effect on the rights and
2 obligations under the MOU of TANC, its Members, and other
3 former Members who have withdrawn, as those rights and
4 obligations exist on the date of execution of this
5 Agreement;

6 15.2.4 A former Member who has withdrawn shall meet
7 its pro rata share of TANC's layoff obligations under
8 Section 7.3 of this Agreement; and

9 15.2.5 Neither the withdrawal of a Member from TANC
10 nor the conversion of its Participation Percentage of TANC's
11 entitlement to Transfer Capability to an undivided ownership
12 interest in the Project pursuant to Section 15.1 shall
13 relieve such Member of any of its obligations to make
14 payments with respect to Debt Service on TANC Project
15 Indebtedness at the times and in the amounts specified in
16 Section 4.1.3.2, as though such conversion had not occurred,
17 including any amounts due thereunder as a result of an
18 increase in such Member's Participation Percentage pursuant
19 to Sections 2.3, 3.1.2.2, and 6.2. In addition, neither
20 shall such action relieve the withdrawing Member of any of
21 its obligations pursuant to Section 6.4, nor affect the
22 rights of TANC to pursue its remedies under Section 6
23 against such former Member who has withdrawn.

24 15.2.6 Prior to withdrawal and conversion pursuant to
25 this Section 15, a withdrawing Member shall execute such
26 instruments and take such actions as TANC may reasonably
27 request to protect the continuing rights of TANC in the
28 interest transferred as set forth in this Agreement.

1 15.3 Inclusion in Intertie Agreements - Implementation of
2 this Section 15 is subject to the provisions of all applicable
3 Intertie Agreements. TANC shall make best efforts to include in
4 all applicable Intertie Agreements, as necessary, provisions to
5 recognize and authorize the rights and obligations of TANC and
6 Members who may elect to withdraw under this Section 15.

7 15.4 No Right to Partition - Each Member waives any rights
8 it may have to partition TANC's ownership interest in the Project
9 and agrees not to seek or to file any action in law or in equity
10 to partition such interest. The Members agree that their sole
11 right and procedure to obtain an ownership interest in the
12 Project separate and apart from TANC is pursuant to this
13 Section 15.

14 15.5 Notice - Pursuant to the provisions of Section 15.2,
15 any former Member who has withdrawn shall have the obligation to
16 notify TANC and all other former Members who have withdrawn of
17 its intent to sell, transfer, or assign its interest in the
18 Project (in whole or in part).

19 15.6 Inclusion in Subsequent Project Agreements - Unless
20 otherwise agreed by the Members, the provisions of this
21 Section 15 shall be included in any subsequent TANC "project
22 agreement" (as that term is defined in the Joint Powers
23 Agreement) pertaining to the subject matter hereof.

24 15.7 Adjustment of Participation Percentages - Except as
25 otherwise provided in Section 15.2.5, upon the withdrawal of a
26 Member and conversion of its Participation Percentage to an
27 undivided ownership interest pursuant to this Section 15, the
28 Participation Percentage of each remaining Member which has not

1 so withdrawn and converted shall be automatically increased to
2 the ratio between such remaining Member's Participation
3 Percentage and the aggregate of the Participation Percentages of
4 all such remaining Members, expressed as a percentage.

5
6 16. ASSIGNMENT OF AGREEMENT

7 16.1 No Assignment While TANC Project Indebtedness

8 Outstanding - This Agreement shall inure to the benefit of and
9 shall be binding upon the respective successors and assigns of
10 the parties to this Agreement; provided, however, that, except as
11 provided in Sections 4.1.3.7, 7.2.2, 7.3.2, and 15, neither this
12 Agreement nor any right or interest herein shall be transferred
13 or assigned by any party hereto so long as any TANC Project
14 Indebtedness is outstanding.

15 16.2 Assignment Prior to Withdrawal - Unless a Member has
16 withdrawn from TANC pursuant to Section 15 of this Agreement, any
17 assignment, in whole or in part, of a Member's Participation
18 Percentage or individual ownership interest to a person or entity
19 which is not a member of TANC is subject to paragraph 19 of the
20 Joint Powers Agreement.

21
22 17. MEMBERS' OBLIGATIONS SEVERAL

23 The obligation of each Member to make payments under this
24 Agreement is a several obligation and not a joint obligation with
25 those of the other Members.

26
27 18. TRUSTEE AS A THIRD PARTY BENEFICIARY

28 The parties agree that, among other things, this Agreement

1 is also made and entered into for the benefit of the Trustee
2 under each Indenture and the holders of outstanding TANC Project
3 Indebtedness, as third-party beneficiaries, and the Trustee and
4 such holders shall have the right, as third-party beneficiaries,
5 to initiate and maintain suit to enforce this Agreement to the
6 extent provided in any Indenture. Except as provided in this
7 Section 18, no rights or benefits shall be created in any person
8 or entity not a party to this Agreement.

9
10 19. APPENDICES

11 This Agreement includes Appendices A, B, C, D, and E
12 attached hereto and incorporated herein by this reference.

13
14 20. WAIVER

15 Any waiver at any time by any party of its rights with
16 respect to a default under this Agreement, or with respect to any
17 other matters arising in connection with this Agreement, shall
18 not be deemed a waiver with respect to any subsequent default or
19 other matter.

20
21 21. CAPTIONS

22 Except as used for definitions, all indexes, titles, subject
23 headings, section titles and similar items are provided for the
24 purpose of reference and convenience and are not intended to be
25 inclusive, definitive or to affect the meaning or scope of this
26 Agreement.

27
28 22. BILLING AND PAYMENT

1 22.1 Unless otherwise agreed by the Members and TANC, the
2 accounting and billing period shall be one (1) calendar month.
3 Monthly bills sent to a Member shall be sent by United States
4 mail first class, postage prepaid or its equivalent, to the
5 billing address specified in Appendix E. The designation of any
6 person specified in Appendix E may be changed at any time by
7 advance notice given to all Members not then in default and the
8 TANC Coordinator.

9 22.2 Billings for amounts payable shall be due on the
10 twenty-fifth (25th) day after mailing of the bill. Payment shall
11 be made at offices designated by the party to which payment is
12 due. If the due date falls on a non-business day of either
13 party, then the payment shall be due on the next following
14 business day without interest.

15 22.3 Amounts of monthly billings not paid on or before the
16 due date shall be payable with an Interest Charge calculated from
17 the due date to the date of payment.

18 22.4 In case any portion of any monthly bill is in dispute,
19 the entire bill shall be paid when due. Any excess amount of
20 payments made pursuant to monthly billings, which through
21 inadvertent error or as a result of a dispute may have been
22 overpaid, as determined by whatever means the parties select to
23 resolve the dispute, shall be returned by the owing party upon
24 determination of the correct amount in accordance with the
25 Intertie Agreements. If the amount owing exceeds five hundred
26 dollars (\$500.00) and is more than three (3) months past due, it
27 shall be returned with interest at the rate for an Interest
28 Charge less two (2) percent.

day- today

1
2 23. DISTRIBUTION OF ASSETS

3 Notwithstanding anything to the contrary contained in
4 Section 21 of the Joint Powers Agreement, but subject in all
5 events to the provisions of the Intertie Agreements, in the event
6 the Project terminates, subject to Section 16 TANC shall
7 distribute to all Members not then in default TANC's share of the
8 proceeds of the sale, transfer, or other disposition of any
9 assets acquired in connection with the Project, and all of its
10 right, title, and interest therein as a Participant. Such
11 distribution shall be in proportion to the Participation
12 Percentages of such Members then in effect. No such distribution
13 shall occur so long as any TANC Project Indebtedness remains
14 outstanding.

15
16 24. COUNTERPARTS

17 This Agreement may be executed in several counterparts, each
18 of which shall be deemed to be an original and all of which, when
19 taken together, shall constitute a single Agreement.

20
21 25. SIGNATURES

22 In witness whereof, the parties have caused this Project
23 Agreement No. 3 to be executed as of the date first above
24 written. The signatories to this Project Agreement No. 3
25 represent that they have been appropriately authorized to enter
26 into this Project Agreement No. 3 on behalf of the party for whom
27 they sign.
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CITY OF ALAMEDA

By: Douglas F. Durein
Name: Douglas F. Durein
Title: Pres., Public Utilities Board
Date: 4/10/90

CITY OF HEALDSBURG

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

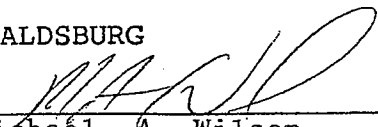
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CITY OF ALAMEDA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: 
Name: Michael A. Wilson
Title: City Manager
Date: April 10, 1990

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By: _____
Name: _____
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Date: _____

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CITY OF ALAMEDA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LODI

Attest:

Alice M. Reimche
Alice M. Reimche
City Clerk

By: John R. Snider
Name: John R. (Randy) Snider
Title: Mayor
Date: 4-17-90

CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
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CITY OF ROSEVILLE

By: _____
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Title: _____
Date: _____

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CITY OF ALAMEDA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOMPOC

By: Marvin D. Loney
Name: Marvin D. Loney
Title: Mayor
Date: April 9, 1990

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By: _____
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CITY OF ALAMEDA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: _____
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Title: _____
Date: _____

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

Attest: *Vickie Ehrlar*
Vickie Ehrlar, Secretary

By: *William J. Lyons, Jr.*
Name: William J. Lyons, Jr.
Title: President of the Board of Directors
Date: March 13, 1990

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By: _____
Name: _____
Title: _____
Date: _____

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CITY OF ALAMEDA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: _____
Name: _____
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CITY OF LODI

By: _____
Name: _____
Title: _____
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CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By: Mike Cobb
Name: _____
Title: Mayor
Date: April 16, 1990

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By: _____
Name: _____
Title: _____
Date: _____

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CITY OF ALAMEDA

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HEALDSBURG

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LODI

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LOMPOC

By: _____
Name: _____
Title: _____
Date: _____

MODESTO IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: Scott Carter
Name: SCOTT CARTER
Title: MAYOR
Date: 4-17-90

CITY OF ROSEVILLE

By: _____
Name: _____
Title: _____
Date: _____

FORM APPROVED

Randall A. Nays
CITY LEGAL DEPT.

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CITY OF ALAMEDA

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Title: _____
Date: _____

CITY OF HEALDSBURG

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CITY OF LODI

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CITY OF LOMPOC

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MODESTO IRRIGATION DISTRICT

By: _____
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CITY OF PALO ALTO

By: _____
Name: _____
Title: _____
Date: _____

CITY OF REDDING

By: _____
Name: _____
Title: _____
Date: _____

CITY OF ROSEVILLE

By:  _____
Name: Allen E. Johnson
Title: City Manager
Date: March 15, 1990

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: David A. Boggs
Name: DAVID A. BOGGS
Title: GENERAL MANAGER
Date: APRIL 4, 1990

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF UKIAH

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SANTA CLARA

By: Jennifer Sparacino
Name: Jennifer Sparacino
Title: City Manager
Date: March 27, 1990

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF UKIAH

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

TURLOCK IRRIGATION DISTRICT

By: 
Name: Ernest Geddes
Title: General Manager
Date: April 3, 1990

CITY OF UKIAH

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____
Name: _____
Title: _____
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TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

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Title: _____
Date: _____

CITY OF SANTA CLARA

By: _____
Name: _____
Title: _____
Date: _____

TURLOCK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF UKIAH

By: Colleen B. Henderson
Name: Colleen B. Henderson
Title: Mayor
Date: April 13, 1990

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

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Title: _____
Date: _____

CITY OF SANTA CLARA

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TURLOCK IRRIGATION DISTRICT

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Title: _____
Date: _____

CITY OF UKIAH

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: Frank V. Dotta
Name: Frank V. Dotta
Title: President
Date: March 30, 1990

TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

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SACRAMENTO MUNICIPAL UTILITY DISTRICT

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Title: _____
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CITY OF SANTA CLARA

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TURLOCK IRRIGATION DISTRICT

By: _____
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CITY OF UKIAH

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

By: Joseph B. Marcotte Jr.
Name: Joseph B. Marcotte Jr.
Title: Chairman
Date: March 21, 1990

APPENDIX A

MEMORANDUM OF UNDERSTANDING CALIFORNIA-OREGON TRANSMISSION PROJECT

This Memorandum of Understanding (MOU) is entered into as of the 19th day of December, 1984 by (1) the CITY OF ANAHEIM (Anaheim), CITY OF AZUSA (Azusa), CITY OF BANNING (Banning), CITY OF COLTON (Colton), CITY OF RIVERSIDE (Riverside), and CITY OF VERNON (Vernon) collectively referred to as "Southern California Public Agencies"; (2) CALIFORNIA DEPARTMENT OF WATER RESOURCES (CDWR); (3) PACIFIC GAS AND ELECTRIC COMPANY (PG&E) SAN DIEGO GAS AND ELECTRIC COMPANY (SDG&E), and SOUTHERN CALIFORNIA EDISON COMPANY (SCE), collectively referred to as "Investor-Owned Utilities"; (4) the WESTERN AREA POWER ADMINISTRATION (Western); and (5) the TRANSMISSION AGENCY OF NORTHERN CALIFORNIA (Agency) (composed of the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah, the Plumas-Sierra Rural Electric Cooperative, the Sacramento Municipal Utility District, the Modesto Irrigation District, and the Turlock Irrigation District), hereinafter sometimes referred to individually as "Participant" and collectively as "Participants", and the LOS ANGELES DEPARTMENT OF WATER AND POWER ("LADWP"), representing itself and the Cities of Glendale, Burbank and Pasadena, a non-voting member of the Management Committee.

Recitals

WHEREAS, the Agency, the Investor-Owned Utilities, CDWR and Western, have carried out studies related to possible alternative methods of developing additional transmission facilities between California and the Pacific Northwest, and

WHEREAS, Public Law 98-360 and the Conference Report on H.R. 5653 authorize the Secretary of Energy (Secretary) to participate with non-federal entities in developing the California-Oregon Transmission Project (Project) by upgrading

certain facilities and authorize the Secretary to construct or participate in the construction of such additional facilities as he deems necessary to allow mutually beneficial power sales between the Pacific Northwest and California, and to accept and use funds contributed by non-federal entities, including investor-owned and publicly owned utilities, for that purpose, and

WHEREAS, pursuant to the mandate set forth in the Conference Report on H.R. 5653 and Public Law 98-360, the Secretary is directed to enter into negotiations with all interested non-federal entities for the financing, planning and construction of a new 500-kV AC line and associated facilities, and

WHEREAS, the Secretary has met with the Participants and others and has conferred in and observed the negotiation of this MOU by the Participants, and

WHEREAS, the Agency, the Southern California Public Agencies, the Investor-Owned Utilities, Western and the CDWR have all participated in the negotiations and in the development of the Project, and

WHEREAS, the Project, when constructed, will parallel in part the DC line between California and the Pacific Northwest, and the operation of the Project may affect the operation of the DC line, and for that reason, the Participants have invited LADWP, the operator of the DC line, to be a member of the Management Committee to the extent set forth in this MOU, and

WHEREAS, the Project has been evaluated from the technical viewpoint and has been found to be technically feasible, and

WHEREAS, utilities in the Pacific Northwest and in California have determined that development of the Project will provide mutual benefits to their respective regions, and

WHEREAS, the Participants will develop the Project consistent with applicable environmental laws, in an expeditious manner, and

WHEREAS, in order to develop the Project in accordance with this MOU, the Participants intend to take all appropriate actions including the negotiation and execution of a definitive participation agreement, and other agreements as necessary, within nine months or as soon as practicable after execution hereof, and

WHEREAS, CDWR and the Participants have agreed to postpone the date upon which CDWR will first be entitled to exercise its rights to buy 6.25 percent of Project transfer capability, and

NOW THEREFORE, in order to expedite the signing of the Participation Agreement and other necessary agreements, the following Principles are hereby agreed to and shall be implemented in such agreements.

1.0 Scope of Project

1.1 The Project includes:

- 1.1.1 The construction of a new 500-kV AC transmission line from the California-Oregon border area to the Redding area.
- 1.1.2 Reconstruction of an existing double circuit 230-kV AC line owned by Western to a single circuit 500-kV AC line from the Redding area to the Tracy Substation.
- 1.1.3 Construction of a new 500-kV AC line from Tracy Substation to Tesla Substation.
- 1.1.4 Construction of a 500-kV AC cross-tie from the Redding area to Round Mountain Substation or its vicinity, unless the Management Committee determines that such cross-tie is not needed.
- 1.1.5 Construction of a 500-kV substation in the Redding area. The size, location, and configuration shall be as determined by the Management Committee.

2.0 Associated Facilities

- 2.1 The Project does not include facilities south of the Tesla Substation, however, PGandE shall upgrade or improve portions of its transmission system between Tesla Substation and Midway Substation as necessary to provide firm power transfer capability to meet its obligations hereunder as set forth in Sections 2.2, 2.3 and 2.4.
- 2.2 PGandE shall provide firm bi-directional transmission service over its facilities between Tesla and Midway Substations for the Southern California Public Agencies, SCE and SDG&E in amounts equal to their respective transfer capabilities in the Project (whether obtained under Section 5 or Section 10) for the life of the Project. PGandE shall also provide up to 50 MW of firm bi-directional transmission service between Tesla and Midway Substations for transmission entitlement that may be assignable by SMUD pursuant to Section 9.0. PGandE shall not be obligated to provide firm transmission service in excess of 700 MW for power transmitted over Project facilities and SMUD's 50 MW of assignable entitlement, provided, that such transmission service shall be provided under reasonable rates, terms and conditions.
- 2.3 In addition to firm transmission service provided pursuant to Section 2.2, PGandE shall make available to the Agency for the life of the Project up to 300 MW of firm bi-directional transmission service between Tesla Substation and Midway (150 MW for the M-S-R San Juan Project, plus an additional 150 MW). The Agency shall, if requested to do so by PGandE, provide, in the form of a contribution in aid of construction, a reasonable and proportionate share of the capital required for increasing the transfer capability between Los Banos and Gates. Such

transfer capability is to be developed by PGandE and will be available for service no later than January 1, 1990 and shall be provided under reasonable rates, terms and conditions.

2.4 Project Participants agree to cooperate in developing suitable transmission facilities to deliver power transmitted over the Project to the Participants, or to provide acceptable firm transmission service arrangements for such power under reasonable rates, terms and conditions.

2.5 SCE agrees to provide firm bi-directional transmission service between Midway Substation and the Southern California Public Agencies of power available over the Project's facilities, consistent with the provisions of applicable individual integrated operating agreements and settlement agreements between such agencies and SCE or any successor agreements. If SCE and any such agency cannot agree upon the terms and conditions of such a firm transmission service agreement hereunder, SCE will make a unilateral filing with the FERC of such a firm transmission service agreement under Section 205 or 206 of the Federal Power Act and pursuant to the FERC's rules and regulations promulgated thereunder.

3.0 Project Rating Interconnection and Operation

3.1 The Project shall be designed to have a minimum transfer capability of 1600 MW including loop flow from the California-Oregon border to the Tesla Substation and a minimum of 1900 MW of transfer capability from the Redding Substation to the Tracy Substation. The actual Project transfer capability will be determined from time to time by the Management Committee based on studies. The Management Committee has the right to review and approve all modifications to the Project, provided

that any modification which materially affects the transmission system of a Participant shall require the prior approval of such Participant.

3.2 The Project shall be interconnected and operated in parallel with the existing AC Intertie facilities.

3.3 The Participants shall enter into appropriate contractual arrangements:

3.3.1 With Northwest utilities to interconnect the Project with the Pacific Northwest transmission system such that access is available to a wide spectrum of utilities in the Pacific Northwest and Canada. Agreement shall be among the Participants and Northwest utilities.

3.3.2 With PGandE and Western for interconnections between the Project and Western and PGandE systems, including provisions governing the ownership of new facilities in existing substations.

3.3.3 Providing that each Participant shall have a right to displace Northwest imports scheduled by other Participants over the Project for delivery and use within a control area at times when any Participant in such control area is in a spill condition or at minimum generation, provided that displacement energy is delivered to the Participant whose energy is being displaced at a cost including penalties, if any, at or below the price of the displaced Northwest imports.

3.3.4 For the interconnection and parallel operation of the Project with existing AC Intertie facilities. Such arrangements shall also provide for integration of the Project with the existing AC Intertie System, including pro rata sharing of available

transfer capability under outage and curtailment conditions, including curtailments due to loop flow.

3.4 PGandE shall be the operating agent for operation and maintenance of the Project, with operation and maintenance costs to be shared by Project Participants in proportion to their respective allocations under these Principles. PGandE shall coordinate with Western on the operations and maintenance on the Redding to Tracy portion of the Project.

3.5 All Participants who receive transfer capability from the Project shall coordinate schedules with PGandE.

4.0 Project Management

4.1 A Management Committee, chaired by a representative of the Agency, is hereby formed to oversee and approve the planning, design, construction, operation and maintenance of the Project. Each Participant in the Project shall have representation on the Management Committee, with the members of the Agency being represented by the Agency and the Southern California Public Agencies being represented by one Participant of their choice. All actions or decisions by the Management Committee shall be by agreement of at least 75 percent interest of the voting Participants, based on Project Participation shares between the California-Oregon border area and Tesla Substation. Subcommittees shall be formed as needed to address specific aspects of the Project. CDWR, prior to exercise of rights under Section 8.1, and LADWP shall also have non-voting representation on the Management Committee. Each Participant, including each of the members of the Agency and each of the Southern California Public Agencies, shall be given advance notification of all meetings of the Management Committee and may attend meetings.

- 4.2 Western shall be the lead agency for the NEPA process and the Agency shall be the lead agency for the CEQA process. All Participants agree to cooperate and support the processes necessary to obtain all necessary permits from regulatory agencies having jurisdiction.
- 4.3 The Agency shall be the overall Project Manager. Western, under contract to the Participants, shall be responsible for design and construction of the upgraded Western facilities, including the proposed Redding Substation. The Agency and/or PGandE, under contract to the Participants, shall be responsible for design and construction of all Project facilities other than Western upgraded facilities.
- 4.4 In exercising its non-voting representation on the Management Committee, LADWP may represent the ownership interests of itself, Burbank, Glendale and Pasadena in the DC line only as to discussions relating to operation of the DC line, and its representation shall be limited to offering non-binding suggestions as to planning, construction, and operation of the Project, and advising the Committee as to problems which may arise through operation of the Project in parallel with the DC line.

5.0 Project Participation Shares

- 5.1 The Participants shall be entitled to Project transfer capability between the California-Oregon border area and Tesla Substation prior to January 1, 2005, in the following proportions:
- 5.1.1 The Agency shall be entitled to 43.75 percent.
- 5.1.2 The Investor-Owned Utilities shall be entitled to 42.19 percent.
- 5.1.3 The Southern California Public Agencies shall be entitled to 7.81 percent.

- 5.1.4 Western for DOE laboratories and federal wildlife refuges shall be entitled to 6.25 percent.
- 5.2 If CDWR exercises its rights and purchases its share of the Project pursuant to Section 8.1, then the Participants shall be entitled to Project transfer capability between the California-Oregon border area and Tesla Substation commencing on January 1, 2005, in the following proportions:
- 5.2.1 The Agency shall be entitled to 40.83 percent.
- 5.2.2 The Investor-Owned Utilities shall be entitled to 39.38 percent.
- 5.2.3 The Southern California Public Agencies shall be entitled to 7.29 percent.
- 5.2.4 Western for DOE laboratories and federal wildlife refuges, shall be entitled to 6.25 percent.
- 5.2.5 The CDWR shall be entitled to 6.25 percent.
- 5.3 If CDWR elects not to exercise its rights to purchase Project transfer capability pursuant to Section 8.1, then the Participants shall continue to be entitled to Project transfer capability in the same percentages as specified in Section 5.1.
- 5.4 The Project transfer capability specified to Western in Sections 5.1, 5.2, and 5.3, is to serve DOE laboratories and federal wildlife refuges unless they make other arrangements with Western or other Participants. In addition, Western shall be provided the following transfer capability in Project facilities between the Redding Substation and Tracy Substation:
- 5.4.1 300 MW under all operating conditions, with back up service provided by PGandE pursuant to Contract 14-06-200-2948A (Contract 2948A).

5.4.2 Up to an additional 300 MW (above 1900 MW), to the extent that such transfer capability is available from the Project.

5.5 During construction of the Project, to the extent transmission capacity is available, PGandE will accept CVP power at any point of interconnection between PGandE and Western for delivery to PGandE or to Western loads served from PGandE's system pursuant to Contract 2948A. Any incremental costs incurred by Western because of the outage of its facilities during construction, including wheeling charges paid to PGandE, shall be deemed to be a Project cost.

6.0 Project Financing Responsibility

6.1 Prior to the effective date of any election by CDWR to exercise its rights pursuant to Section 8.1 and unless otherwise agreed pursuant to Section 6.3, the Participants shall be responsible for financing the Project and betterments in the following proportions:

6.1.1 The Agency, 46.67 percent (approximately 700/1500);

6.1.2 The Investor-Owned Utilities, 45.00 percent (approximately 675/1500);

6.1.3 The Southern California Public Agencies, 8.33 percent (approximately 125/1500).

6.2 Subsequent to the effective date of election by CDWR to exercise its rights pursuant to Section 8.1, and unless otherwise agreed pursuant to Section 6.3, the Participants shall be responsible for any capital betterments for the Project in the following proportions:

6.2.1 The Agency, 43.55 percent;

6.2.2 The Investor-Owned Utilities, 42.00 percent;

6.2.3 The Southern California Public Agencies, 7.78 percent;

6.2.4 CDWR, 6.67 percent.

6.3 A Participant may agree to assume (in part or whole) financing responsibility for another Participant's share. Such assumption shall not alter the Project Participation shares in Section 5.

7.0 Project Ownership

7.1 Except as otherwise agreed by the Participants pursuant to Section 7.6, the Project, other than the upgraded Western facilities, shall be owned in the following proportions prior to January 1, 2005, and also thereafter, if CDWR does not exercise its rights pursuant to Section 8.1.

7.1.1 The Agency, 46.67 percent.

7.1.2 The Investor-Owned Utilities, 45.00 percent.

7.1.3 The Southern California Public Agencies, 8.33 percent.

7.2 If CDWR exercises its rights to purchase Project transfer capability pursuant to Section 8.1, then except as otherwise agreed by the Participants pursuant to Section 7.6, the Project (other than the upgraded Western facilities) shall be owned in the following proportions after January 1, 2005:

7.2.1 The Agency, 43.55 percent.

7.2.2 The Investor-Owned Utilities, 42.00 percent.

7.2.3 The Southern California Public Agencies, 7.78 percent.

7.2.4 The CDWR, 6.67 percent.

7.3 Unless prohibited by law or unless otherwise agreed pursuant to Section 7.6, the upgraded Western facilities shall be owned in the following proportions prior to January 1, 2005:

7.3.1 The Agency, 36.84 percent (700/1900).

7.3.2 The Investor-Owned Utilities, 35.53 percent (675/1900).

7.3.3 The Southern California Public Agencies, 6.58 percent (125/1900).

- 7.3.4 Western, 21.05 percent (400/1900).
- 7.4 Unless prohibited by law or unless otherwise agreed pursuant to Section 7.6, the upgraded Western facilities shall be owned in the following proportions on and after January 1, 2005, if CDWR exercises its rights to purchase pursuant to Section 8.1.
- 7.4.1 The Agency, 34.39 percent (approximately 653/1900).
- 7.4.2 The Investor-Owned Utilities, 33.16 percent (approximately 630/1900).
- 7.4.3 The Southern California Public Agencies, 6.14 percent (approximately 117/1900).
- 7.4.4 Western, 21.05 percent (400/1900).
- 7.4.5 CDWR, 5.26 percent (100/1900).
- 7.5 If CDWR elects not to exercise its rights pursuant to Section 8.1, then the proportions owned on and after January 1, 2005, shall be as specified in Section 7.3.
- 7.6 A Participant may agree to assume ownership of all or part of another Participant's ownership share and provide firm transmission service to such other Participant in an amount that the Participant's ownership share plus transmission service hereunder shall equal the Participant's Project participation share in Section 5.
- 8.0 Rights for the California Department of Water Resources
- 8.1 Effective January 1, 2005, CDWR will have a right to buy pro rata from all Participants, except Western, 6.25 percent of the Project as the Project exists as of the date CDWR exercises its right. Unless another price is mutually agreed to by the selling Participant and CDWR, CDWR shall pay each selling Participant the original construction cost (including the original construction cost associated with

Western's entitlement), including the interest it incurred during construction, plus the original cost of capital improvements and betterments (including the original cost of capital improvements and betterments associated with Western's entitlement), including interest it incurred during construction, allocable to the respective pro rata share of the Project that the Participant is selling to CDWR. Within one year after the Project is energized, each Participant shall provide CDWR with a statement of the original construction cost (including the original construction cost associated with Western's entitlement), including the interest it incurred during construction for its share of the Project so that CDWR can determine the cost it shall be obligated to pay such Participant if it exercises its rights under this Section 8.1. Within one year after any capital improvements or betterments are completed prior to the date of exercise by CDWR, each Participant shall provide CDWR with a statement of construction costs incurred for such capital improvements, or betterments (including the original construction cost of capital improvements and betterments associated with Western's entitlement) including interest it incurred during construction with respect to its share, so that CDWR can determine the cost it shall be obligated to pay such Participant if it exercises its rights under this Section 8.1.

- 8.2 Subject to (1) satisfaction of Section 11.4 of this MOU as to participation of PGandE in the Project, (2) execution by CDWR of the participation agreement, and (3) construction of the Project, the term of the Extra High Voltage Contract, dated August 1, 1967, among CDWR, PGandE, SDG&E, and SCE, or the successor(s) in interest to SDG&E and SCE, shall be

extended for the useful life of the existing AC Intertie. Notwithstanding any terms to the contrary in the Extra High Voltage Contract, if the Parties cannot reach agreement on the rates that CDWR is to pay during the extended term of this contract, after 2004 PGandE, SCE, and SDG&E, or the successor(s) in interest to SDG&E and SCE, may unilaterally make application to FERC for a change in rates, under Section 205 of the Federal Power Act and pursuant to the FERC's Rules and Regulations promulgated thereunder.

8.2.1 CDWR shall be considered a Participant for the purposes of Sections 3.3.3 and 10.4.

8.3 Upon exercise of CDWR's rights under Section 8.1, PGandE and SCE shall provide firm transmission capacity to deliver CDWR's 100 MW to Midway and Vincent Substations, under reasonable rates, terms, and conditions.

8.4 Except as provided in Section 8.2, nothing in this agreement shall modify or change CDWR's rights under the Extra High Voltage Agreement dated August 1, 1967.

9.0 The EHV Contract Between SMUD, PGandE, SCE, and SDG&E

9.1 PGandE, SCE, and SDG&E, pursuant to Article 33 of the August 1, 1967 contract entitled "Contract Between California Companies and Sacramento Municipal Utility District for Extra High Voltage Transmission and Exchange Service" between SMUD, PGandE, SCE, and SDG&E (EHV Contract), consent to an assignment by SMUD of up to 50 MW of SMUD's 200 MW entitlement pursuant to the EHV Contract to California publicly owned utilities on such terms as may be negotiated between SMUD and the California publicly owned utilities; provided, however that such terms shall be consistent with, shall not amend, and shall not

interfere with the performance of any rights or obligations under the EHV Contract. Such assignment may commence on January 1, 1985 and shall terminate on the earliest to occur of, (1) the date when the California-Oregon Transmission Project becomes operational, (2) the date when the participation of PGandE, SCE, and SDG&E is terminated because the approvals under Section 11.4 cannot be obtained or because those approvals are unsatisfactory to PGandE, SCE, and SDG&E, (3) the date when the Project is terminated prior to its operation, such termination to be deemed to have occurred on January 1, 1993, if no work has been done on the Project for three years prior to that date. Such an assignment shall not impair SMUD's right to utilize any assigned entitlement after termination of the assignment.

10.0 Layoff Arrangements

- 10.1 The Agency shall lay off on a firm basis 50 MW of Project transfer capability to the Southern California Public Agencies between 1990 and 1994. The Agency shall lay off on a firm basis 25 MW of Project transfer capability to the Southern California Public Agencies between 1995 and 1999.
- 10.2 The Agency shall lay off on a firm basis Project transfer capability to the Investor-Owned Utilities, as indicated below:

1990:	200 MW
1991:	175 MW
1992:	150 MW
1993:	125 MW
1994:	100 MW
1995:	75 MW
1996:	50 MW
1997:	25 MW
1998 and thereafter:	0 MW

10.3 Layoff of Project transfer capability pursuant to Sections 10.1 and 10.2 shall be sold at the cost of said transfer capability based on public financing plus contingencies of 25 percent. It is recognized that the layoff amounts set forth in Sections 10.1 and 10.2 will be converted to a percentage of the minimum design transfer capability of 1600 MW and applied to the actual transfer capability determined by the Management Committee.

10.4 An important goal of the Project is to benefit the Participants and their respective ratepayers, commensurate with the risks inherent in the Project. To the extent that any Participant does not need its Project transfer capability to meet the loads of its system (directly or by exchange) and its firm layoff requirement pursuant to Sections 10.1 and 10.2 hereunder, such remaining transfer capability shall be made available to the other Participants.

10.4.1 Long-term transfer capability is transfer capability for which a five-year advance notice is required. Short-term transfer capability is transfer capability for which less than five years notice is required.

10.4.2 Layoff transfer capability as specified in Section 10.4 shall be made available on a cost basis. Long-term transfer capability shall be offered at no less than the cost of transfer capability based on public financing plus contingencies of 25 percent. Short-term transfer capability shall be offered at no less than the cost of transfer capability based on public financing with no contingency adder.

10.4.3 If there are no Participants wishing to purchase either long-term or short-term

layoff at the applicable price pursuant to Section 10.4.2, then the selling Participant can use its excess transfer capability to deliver power to a Participant or to other entities under any terms and conditions or make its Project transfer capability available to others.

10.5 Nothing in Section 10.4 shall prevent any Participant from utilizing its Project transfer capability to transmit power to other Participants or entities in the Northwest.

11.0 Approval by the Secretary of Energy, Congress and other Governmental Agencies

If, after a public notice procedure and due deliberation by the Secretary, this MOU is adopted by the Secretary as the basis for development of the Project, the Participants agree as follows:

11.1 This MOU shall be submitted by the Secretary in his report to Congress, pursuant to Public Law 98-360.

11.2 The Participants shall support the passage of legislation in the form attached hereto as "Exhibit A", authorizing the implementation of the Project in accordance with this MOU. The Participants shall also support report language accompanying such legislation in the form attached as "Exhibit B", which determines that the plan for development and operation of the Project in accordance with this MOU is in the public interest.

11.3 Contracts among the Participants shall then be negotiated to implement these principles. As a condition of execution of any contracts implementing this MOU each Participant shall furnish the other Participants with a written Opinion of Counsel in which it is represented that said Participant has the authority to enter into such contracts and to be

bound by the terms and conditions thereof. In the case of Agency, each major member agency thereof shall furnish such Opinion of Counsel.

11.4 The contracts negotiated to implement these Principles shall be submitted to, and shall be subject to satisfactory approvals and permits of, local, state and federal governmental agencies having jurisdiction over the Participants to the contracts or the actions contemplated here.

11.5 If the conditions in Section 11.4 are not satisfied as to any Participant, without changes or new conditions unacceptable to such Participant, such Participant shall no longer be bound by any provision of this MOU.

12.0 Signature Clause

The signatories to this MOU represent that they have been appropriately authorized to enter into this MOU on behalf of the Party for whom they sign. This MOU may be executed in counterparts. This MOU is executed as of the 19th day of December, 1984.

(Seal)

CITY OF ANAHEIM

Attest

Leonora K. Sahl

By: 

Date: 1-8-85

APPROVED AS TO FORM:

Alan R. Watts
Special Counsel to City of Anaheim

Dated: 1-2-85

CITY OF AZUSA

By: _____

Date: _____

bound by the terms and conditions thereof. In the case of Agency, each major member agency thereof shall furnish such Opinion of Counsel.

11.4 The contracts negotiated to implement these Principles shall be submitted to, and shall be subject to satisfactory approvals and permits of, local, state and federal governmental agencies having jurisdiction over the Participants to the contracts or the actions contemplated here.

11.5 If the conditions in Section 11.4 are not satisfied as to any Participant, without changes or new conditions unacceptable to such Participant, such Participant shall no longer be bound by any provision of this MOU.

12.0 Signature Clause

The signatories to this MOU represent that they have been appropriately authorized to enter into this MOU on behalf of the Party for whom they sign. This MOU may be executed in counterparts. This MOU is executed as of the 19th day of December, 1984.

CITY OF ANAHEIM

By: _____

Date: _____

CITY OF AZUSA

By: Eugene F. Moses

Date: December 18, 1984

CITY OF BANNING

By: Aldridge Sinclair
Date: 12/17/84

CITY OF COLTON

By: _____
Date: _____

CITY OF RIVERSIDE

By: _____
Date: _____

CITY OF VERNON

By: _____
Date: _____

CALIFORNIA DEPARTMENT OF
WATER RESOURCES

By: _____
Date: _____

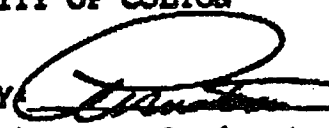
PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Date: _____

CITY OF BANNING

By: _____
Date: _____

CITY OF COLTON

By: 
Date: 12-19-84

CITY OF RIVERSIDE

By: _____
Date: _____

CITY OF VERNON

By: _____
Date: _____

**CALIFORNIA DEPARTMENT OF
WATER RESOURCES**

By: _____
Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Date: _____

CITY OF BANNING

By: _____

Date: _____

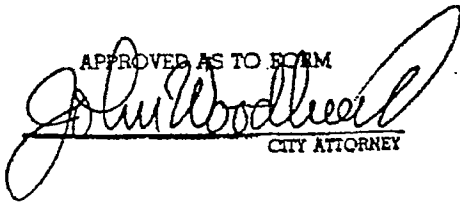
CITY OF COLTON

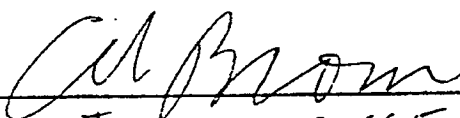
By: _____

Date: _____

CITY OF RIVERSIDE

APPROVED AS TO FORM


CITY ATTORNEY

By: 

Date: January 18, 1985

CITY OF VERNON

By: _____

Date: _____

CALIFORNIA DEPARTMENT OF
WATER RESOURCES

By: _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Date: _____

CITY OF BANNING

By: _____

Date: _____

CITY OF COLTON

By: _____

Date: _____

CITY OF RIVERSIDE

By: _____

Date: _____

**CITY OF VERNON
MAYOR**

By: *Spencer A. Williams*

Date: 12-18-84

**CALIFORNIA DEPARTMENT OF
WATER RESOURCES**

By: _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Date: _____

CITY OF BANNING

By: _____

Date: _____

CITY OF COLTON

By: _____

Date: _____

CITY OF RIVERSIDE

By: _____

Date: _____

CITY OF VERNON

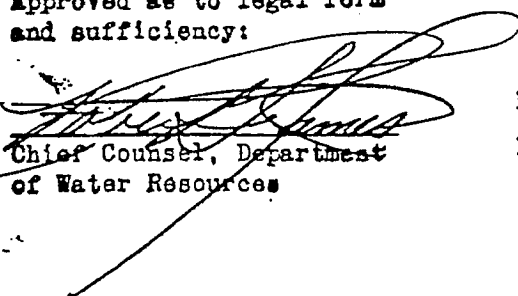
By: _____

Date: _____

CALIFORNIA DEPARTMENT OF

WATER RESOURCES

Approved as to legal form
and sufficiency:


Chief Counsel, Department
of Water Resources

By: David L. Kennedy

Date: 12-14-84

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Date: _____

CITY OF BANNING

By: _____

Date: _____

CITY OF COLTON

By: _____

Date: _____

CITY OF RIVERSIDE

By: _____

Date: _____

CITY OF VERNON

By: _____

Date: _____

CALIFORNIA DEPARTMENT OF
WATER RESOURCES

By: _____

Date: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: Barton T. Shook, Jr. *BSJ*

Date: December 18, 1984

MEMORANDUM OF UNDERSTANDING
CALIFORNIA-OREGON TRANSMISSION PROJECT

SAN DIEGO GAS AND ELECTRIC COMPANY

By: R. W. W. [Signature]
Date: December 18, 1984

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Date: _____

WESTERN AREA POWER ADMINISTRATION

By: _____
Date: _____

TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By: _____
Date: _____

LOS ANGELES DEPARTMENT OF
WATER AND POWER

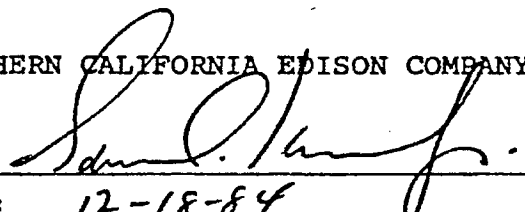
By: _____
Date: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

By: _____

Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY

By: 

Date: 12-18-84

WESTERN AREA POWER ADMINISTRATION

By: _____

Date: _____

TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By: _____

Date: _____

LOS ANGELES DEPARTMENT OF
WATER AND POWER

By: _____

Date: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

By: _____

Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Date: _____

WESTERN AREA POWER ADMINISTRATION

By: Will H. Clayett *

Date: 19 Dec 84

*/ Subject to a public involvement proceeding
and, after consideration of public comments,
adoption of this MOU, as may be modified
based on such public comments, by the
Secretary of Energy.

TRANSMISSION AGENCY OF NORTHERN CALIFORNIA

By: _____

Date: _____

LOS ANGELES DEPARTMENT OF WATER AND POWER

By: _____

Date: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

By: _____

Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

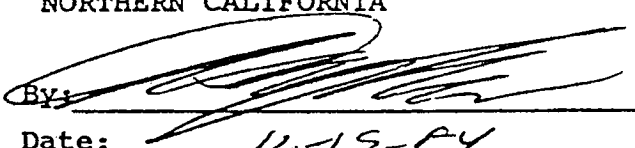
Date: _____

WESTERN AREA POWER ADMINISTRATION

By: _____

Date: _____

TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By:  _____

Date: 12-19-84

LOS ANGELES DEPARTMENT OF
WATER AND POWER

By: _____

Date: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

By: _____
Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____
Date: _____

WESTERN AREA POWER ADMINISTRATION

By: _____
Date: _____

TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By: _____
Date: _____

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

By

BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By _____
and _____
Secretary

APPROVED AS TO FORM AND LEGALITY
ISA REIMER, CITY ATTORNEY

1984
Ralph G. Wesson
RALPH GUY WESSON
Assistant City Attorney

AUTHORIZED BY RES. 85 123
JAN 10 1985

"Exhibit A"

Suggested Legislation

The Secretary of Energy is authorized to cause the construction of a third AC transmission line from the Pacific Northwest to California in accordance with a Memorandum of Understanding submitted by the Secretary pursuant to Public Law 98-360.

"Exhibit B"

Suggested Report Language in Appropriations
Legislation in Both Houses or Conference

The Secretary has, pursuant to Public Law 98-360, reported a conceptual plan for construction of the line, which is described in detail in a Memorandum of Understanding signed by most of the privately and publicly owned utilities in California. The plan for development and operation of the new 500-kV AC line and associated facilities described in the Memorandum is in the public interest and will benefit the electric consumers of the Pacific Northwest and Southwest. Accordingly, the Secretary is instructed to work with the California utilities and proceed with development and operation of the Project in accordance with the Memorandum.

APPENDIX B

CONFORMED COPY

**CALIFORNIA-OREGON
TRANSMISSION PROJECT
MEMORANDUM OF UNDERSTANDING
ANNEX**

1 CONFORMED COPY

CONFORMED COPY

2
3 CALIFORNIA-OREGON TRANSMISSION PROJECT

4 MEMORANDUM OF UNDERSTANDING ANNEX

5
6 Among

7
8 City of Anaheim

9 City of Azusa

10 City of Banning

11 City of Colton

12 City of Riverside

13 City of Vernon

14 California Department of Water Resources

15 Los Angeles Department of Water and Power

16 Pacific Gas and Electric Company

17 San Diego Gas & Electric Company

18 Southern California Edison Company

19 Transmission Agency of Northern California

20 Western Area Power Administration

21 Carmichael Water District

22 El Dorado Hills Community Services District

23 San Juan Suburban Water District

24 Shasta Dam Area Public Utility District

25 Southern San Joaquin Valley Power Authority

26 Trinity County Public Utility District

27
28 March 19, 1986

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6. MEMORANDUM OF UNDERSTANDING--PROJECT OWNERSHIP.....	10
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MEMORANDUM OF UNDERSTANDING ANNEX
CALIFORNIA-OREGON TRANSMISSION PROJECT

This Memorandum of Understanding Annex ("MOU Annex") shall be effective as of February 22, 1986, and is entered into by the City of Anaheim (Anaheim), City of Azusa (Azusa), City of Banning (Banning), City of Colton (Colton), City of Riverside (Riverside), City of Vernon (Vernon), collectively referred to as "Southern California Public Agencies"; California Department of Water Resources (CDWR); Pacific Gas and Electric Company (PGandE), San Diego Gas and Electric Company (SDG&E), and Southern California Edison Company (SCE), collectively referred to as "Investor-Owned Utilities"; the Western Area Power Administration (Western); the Transmission Agency of Northern California (Agency), a joint powers agency composed of the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah, the Plumas-Sierra Rural Electric Cooperative, the Sacramento Municipal Utility District, the Modesto Irrigation District, and the Turlock Irrigation District; hereinafter sometimes referred to individually as "Current Participant" and collectively as "Current Participants"; the Los Angeles Department of Water and Power (LADWP), representing itself and the Cities of Glendale, Burbank, and Pasadena, a non-voting member of the Management Committee; and Southern San Joaquin Valley Power Authority (South San Joaquin), a joint powers agency; Trinity County Public Utility District (Trinity); Shasta Dam Area Public Utility District (Shasta); San Juan Suburban Water District (San Juan);

1 El Dorado Hills Community Services District (El Dorado); and
2 Carmichael Water District (Carmichael), hereinafter sometimes
3 referred to individually as "Additional Participant" and
4 collectively as "Additional Participants."

5
6 RECITALS

7 WHEREAS, the Current Participants, along with LADWP, have
8 executed the Memorandum of Understanding, California-Oregon
9 Transmission Project dated December 19, 1984 ("MOU"), and the
10 Current Participants, except for CDWR, have executed a
11 Supplemental Letter Agreement to the MOU, the Interim Cost
12 Sharing Agreement effective April 1, 1985, and the Project
13 Development Agreement ("PDA") effective September 30, 1985, for
14 the purpose of developing the California-Oregon Transmission
15 Project ("Project"), and

16 WHEREAS, the Secretary of Energy, by his Memorandum of
17 Decision ("MOD") of February 7, 1985 approved the MOU subject to
18 the modifications and conditions set forth in the MOD, which MOD
19 has been clarified by the May 4, 1985 letter from the Acting
20 General Counsel of the Department of Energy; and

21 WHEREAS, certain non-federal public entities were, under
22 terms and conditions specified by Western in 50 Fed. Reg.
23 31912 (1985), allocated entitlements within the 3.125 per cent of
24 Project transfer capability reserved to them by the Secretary of
25 Energy, which non-federal public entities and their allocated
26 entitlements are set out at 50 Fed. Reg. 42769 (1985), and

27 WHEREAS, such non-federal public entities, designated as
28 the Additional Participants, as one condition of receiving and

1 using such entitlement must sign an agreement with the Current
2 Participants by which they assume all appropriate obligations and
3 become entitled to all applicable rights and benefits of the
4 Project defined to date,

5 NOW, THEREFORE, the Additional Participants, the Current
6 Participants, and LADWP agree as follows:

7
8 1. DEFINITIONS AND CATEGORIES OF PARTICIPANTS

9 1.1 For purposes of this MOU Annex, a "Participant" is
10 an entity having the obligations, rights and
11 benefits of a Participant as that term is used in
12 the MOU, the Supplemental Letter Agreement, the
13 Interim Cost Sharing Agreement, the PDA and any
14 other agreement related to the Project which has
15 been signed by all or substantially all the
16 Current Participants and Additional Participants.

17 1.2 A Nonutility Participant is any Additional
18 Participant which (1) is not a public electric
19 utility regulated under applicable state law or
20 the Federal Power Act or exempted from such
21 regulation by reason of being a public entity, or
22 (2) does not have public utility responsibilities
23 with regard to serving electric power to
24 customers. Nonutility Participants have the same
25 rights, obligations and benefits as Participants
26 except as provided in Section 2.2 below. As of
27 the effective date of this Agreement, the
28 Nonutility Participants are South San Joaquin, San

1 Juan and Carmichael. Nothing contained herein
2 shall preclude a Nonutility Participant from
3 changing its status at a later date, to no longer
4 be a Nonutility Participant.

5
6 2. ASSUMPTION OF OBLIGATIONS AND RIGHTS

7 2.1 Each Additional Participant agrees to and is bound
8 hereby by all provisions, terms and conditions of
9 the MOU as modified by the MOD of the United
10 States Secretary of Energy, dated February 7,
11 1985, as interpreted by the letter of the United
12 States Department of Energy Acting General
13 Counsel, dated May 4, 1985, and as such MOU may be
14 further amended, the Supplemental Letter
15 Agreement, the Interim Cost Sharing Agreement and
16 the PDA, all as modified by this MOU Annex, as if
17 each Additional Participant had duly executed such
18 agreement.

19 2.2 In accordance with the May 4, 1985 letter from the
20 Acting General Counsel of the Department of
21 Energy, which provides in part that the Secretary
22 of Energy's MOD was not intended to impose a
23 precedent for wheeling to end-users, Section 2.4
24 of the MOU and Sections 34.3 and 34.4 of the PDA,
25 which implement Section 2.4 of the MOU, shall not
26 be applicable to Nonutility Participants.
27 Section 10.5 of the MOU shall not be applicable to
28 any Nonutility Participant.

1 3. PROJECT MANAGEMENT

2 The following is substituted for and replaces Section 4.1
3 of the MOU:

4 "4.1 A Management Committee, chaired by a
5 representative of the Agency, is hereby formed to
6 oversee and approve the planning, design,
7 construction, operation and maintenance of the
8 Project. Each Participant in the Project shall
9 have representation on the Management Committee,
10 with the members of the Agency being represented
11 by the Agency, and the Southern California Public
12 Agencies being represented by one Participant of
13 their choice, and each Additional Participant
14 being jointly represented by one Additional
15 Participant, provided that any Additional
16 Participant may designate instead a Current
17 Participant's Management Committee Representative
18 to represent it on the Management Committee. All
19 actions or decisions by the Management Committee
20 shall be by agreement of at least 75 percent
21 interest of the Participants entitled to vote
22 based on Project Participation shares between the
23 California-Oregon border area and Tesla
24 Substation, as expressed in Section 5. A
25 Management Committee Representative who represents
26 more than one Participant shall separately vote
27 the interests of each Participant represented.
28 Subcommittees shall be formed as needed to address

1 specific aspects of the Project. CDWR, prior to
2 exercise of rights under Section 8.1, and LADWP
3 shall also have non-voting representation on the
4 Management Committee. Each Participant, including
5 each of the Southern California Public Agencies
6 and each of the Additional Participants, and each
7 of the members of the Agency, shall be given
8 advance notification of all meetings of the
9 Management Committee and may attend meetings."

10
11 4. MEMORANDUM OF UNDERSTANDING--PROJECT PARTICIPATION SHARES

12 4.1 The following is substituted for and replaces
13 Section 5.1 of the MOU:

14 "5.1 The Participants shall be entitled to
15 Project transfer capability between the
16 California-Oregon border area and Tesla
17 Substation prior to January 1, 2005, in
18 the following proportions:

19 5.1.1 The Agency shall be entitled
20 to 42.2916 percent;

21 5.1.2. The Investor-Owned Utilities
22 shall be entitled to 40.7837
23 percent;

24 5.1.3 The Southern California Public
25 Agencies shall be entitled to
26 7.5497 percent;

27 5.1.4 Western for DOE laboratories
28 and federal wildlife refuges

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shall be entitled to 6.2500 percent;

5.1.5 South San Joaquin shall be entitled to 2.0625 percent;

5.1.6 Trinity shall be entitled to .3125 percent;

5.1.7 Shasta shall be entitled to .4375 percent;

5.1.8 San Juan shall be entitled to .0625 percent;

5.1.9 El Dorado shall be entitled to .1875 percent;

5.1.10 Carmichael .0625 percent."

4.2 The following is substituted for and replaces Section 5.2 of the MOU:

"5.2 If CDWR exercises its rights and purchases its share of the Project in accordance with Section 8.1 of the MOU, then the Participants shall be entitled to Project transfer capability between the California-Oregon border area and Tesla Substation commencing on January 1, 2005, in the following proportions:

5.2.1 The Agency shall be entitled to 39.4690 percent;

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- 5.2.2 The Investor-Owned Utilities shall be entitled to 38.0673 percent;
- 5.2.3 The Southern California Public Agencies shall be entitled to 7.0470 percent;
- 5.2.4 Western for DOE laboratories and federal wildlife refuges shall be entitled to 6.2500 percent;
- 5.2.5 South San Joaquin shall be entitled to 2.0625 percent;
- 5.2.6 Trinity shall be entitled to .3125 percent;
- 5.2.7 Shasta shall be entitled to .4375 percent;
- 5.2.8 San Juan shall be entitled to .0625 percent;
- 5.2.9 El Dorado shall be entitled to .1875 percent;
- 5.2.10 Carmichael shall be entitled to .0625 percent;
- 5.2.11 The CDWR shall be entitled to 6.0417 percent."

1 5. MEMORANDUM OF UNDERSTANDING--PROJECT FINANCING
2 RESPONSIBILITY

3 5.1 The following is substituted for and replaces
4 Section 6.1 of the MOU:

5 "6.1 Prior to the effective date of any
6 election by CDWR to exercise its rights
7 in accordance with Section 8.1 of the
8 MOU and unless otherwise agreed in
9 accordance with Section 6.3 of the MOU,
10 the Participants, shall be responsible
11 for financing the Project and
12 betterments in the following
13 proportions:

14 6.1.1 The Agency, 45.1110 percent;

15 6.1.2 The Investor-Owned Utilities,
16 43.5026 percent;

17 6.1.3 The Southern California Public
18 Agencies, 8.0530 percent;

19 6.1.4 South San Joaquin, 2.2000
20 percent;

21 6.1.5 Trinity, .3333 percent;

22 6.1.6 Shasta, .4667 percent;

23 6.1.7 San Juan, .0667 percent;

24 6.1.8 El Dorado, .2000 percent;

25 6.1.9 Carmichael, .0667 percent."

26 5.2 The following is substituted for and replaces
27 Section 6.2 of the MOU:
28

1 "6.2 Subsequent to the effective date of
2 election by CDWR to exercise its rights
3 in accordance with Section 8.1 of the
4 MOU, and unless otherwise agreed in
5 accordance with Section 6.3 of the MOU,
6 the Participants, shall be responsible
7 for any capital betterments for the
8 Project in the following proportions:

9 6.2.1 The Agency, 42.1002 percent;

10 6.2.2 The Investor-Owned Utilities,
11 40.6052 percent;

12 6.2.3 The Southern California Public
13 Agencies, 7.5168 percent;

14 6.2.4 The CDWR, 6.4444 percent;

15 6.2.5 South San Joaquin, 2.2000
16 percent;

17 6.2.6 Trinity, .3333 percent;

18 6.2.7 Shasta, .4667 percent;

19 6.2.8 San Juan, .0667 percent;

20 6.2.9 El Dorado, .2000 percent;

21 6.2.10 Carmichael, .0667 percent."

22
23 6. MEMORANDUM OF UNDERSTANDING--PROJECT OWNERSHIP

24 6.1 The following is substituted for and replaces
25 Section 7.1 of the MOU:

26 "7.1 Except as otherwise agreed by the
27 Participants in accordance with
28 Section 7.6 of the MOU, the Project,

1 other than the upgraded Western
2 facilities, shall be owned in the
3 following proportions prior to
4 January 1, 2005, and also thereafter,
5 if CDWR does not exercise its right in
6 accordance with Section 8.1 of the MOU:

7 7.1.1 The Agency, 45.1110 percent;

8 7.1.2 The Investor-Owned Utilities,
9 43.5026 percent;

10 7.1.3 The Southern California Public
11 Agencies, 8.0530 percent;

12 7.1.4 South San Joaquin, 2.2000
13 percent;

14 7.1.5 Trinity, .3333 percent;

15 7.1.6 Shasta, .4667 percent;

16 7.1.7 San Juan, .0667 percent;

17 7.1.8 El Dorado, .2000 percent;

18 7.1.9 Carmichael, .0667 percent."

19 6.2 The following is substituted for and replaces
20 Section 7.2 of the MOU:

21 "7.2 If CDWR exercises its rights to
22 purchase Project transfer capability in
23 accordance with Section 8.1 of the MOU,
24 then except as otherwise agreed by the
25 Participants in accordance with
26 Section 7.6 of the MOU, the Project,
27 other than the upgraded Western
28 facilities, shall be owned in the

1 following proportions after January 1,
2 2005:

3 7.2.1 The Agency, 42.1002 percent;

4 7.2.2 The Investor-Owned Utilities,
5 40.6052 percent;

6 7.2.3 The Southern California Public
7 Agencies, 7.5168 percent;

8 7.2.4 The CDWR, 6.4444 percent;

9 7.2.5 South San Joaquin, 2.2000
10 percent;

11 7.2.6 Trinity, .3333 percent;

12 7.2.7 Shasta, .4667 percent;

13 7.2.8 San Juan, .0667 percent;

14 7.2.9 El Dorado, .2000 percent;

15 7.2.10 Carmichael, .0667 percent."

16 6.3 The following is substituted for and replaces
17 Section 7.3 of the MOU:

18 "7.3 Unless prohibited by law or unless
19 otherwise agreed in accordance with
20 Section 7.6 of the MOU, the portion of
21 the upgraded Western facilities not
22 owned by Western shall be owned in the
23 following proportions prior to
24 January 1, 2005:

25 7.3.1 The Agency, 45.1110 percent,
26 (approximately 677/1500);
27
28

- 1 7.3.2 The Investor-Owned Utilities,
2 43.5026 percent,
3 (approximately 652/1500);
4 7.3.3 The Southern California Public
5 Agencies, 8.0530 percent
6 (approximately 121/1500);
7 7.3.4 South San Joaquin, 2.200
8 percent (approximately
9 33/1500);
10 7.3.5 Trinity, .3333 percent
11 (approximately 5/1500);
12 7.3.6 Shasta, .4667 percent
13 (approximately 7/1500);
14 7.3.7 San Juan, .0667 percent
15 (approximately 1/1500);
16 7.3.8 El Dorado, .2000 percent
17 (approximately 3/1500);
18 7.3.9 Carmichael, .0667 percent
19 (approximately 1/1500).

20 The Participants recognize that the
21 facilities to be owned by Western shall
22 be determined in accordance with the
23 provisions of the MOU, approved by the
24 Secretary of Energy by the MOD, which
25 MOD was clarified by the May 4, 1985
26 letter from the Acting General Counsel
27 of the Department of Energy. Further
28 negotiations of the particulars of the

ownership of facilities by Western will
be required as engineering of the
Project progresses."

6.4 The following is substituted for and replaces
Section 7.4 of the MOU:

"7.4 Unless prohibited by law or unless
otherwise agreed in accordance with
Section 7.6 of the MOU, the portion of
the upgraded Western facilities not
owned by Western shall be owned in the
following proportions on and after
January 1, 2005, if CDWR exercises its
rights to purchase in accordance with
Section 8.1 of the MOU:

7.4.1 The Agency, 42.1002 percent
(approximately 631/1500);

7.4.2 The Investor-Owned Utilities,
40.6052 percent (approximately
609/1500);

7.4.3 The Southern California Public
Agencies, 7.5168 percent
(approximately 113/1500);

7.4.4 The CDWR, 6.4444 percent
(approximately 97/1500);

7.4.5 South San Joaquin, 2.200
percent (approximately
33/1500);

- 1 7.4.6 Trinity, .3333 percent
2 (approximately 5/1500);
3 7.4.7 Shasta, .4667 percent
4 (approximately 7/1500);
5 7.4.8 San Juan, .0667 percent
6 (approximately 1/1500);
7 7.4.9 El Dorado, .2000 percent
8 (approximately 3/1500);
9 7.4.10 Carmichael, .0667 percent
10 (approximately 1/1500).

11 The Participants recognize that the
12 facilities to be owned by Western shall
13 be determined in accordance with the
14 provisions of the MOU, approved by the
15 Secretary of Energy by the MOD, which
16 MOD was clarified by the May 4, 1985
17 letter from the Acting General Counsel
18 of the Department of Energy. Further
19 negotiation of the particulars of the
20 ownership of facilities by Western will
21 be required as engineering of the
22 Project progresses."

23
24 7. RIGHTS OF THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

25 7.1 The following is substituted for and replaces
26 Section 8.1 of the MOU:

27 "8.1 Effective January 1, 2005, CDWR will
28 have a right to buy pro rata from all

1 Current Participants, except Western,
2 6.25 percent, as such percentage is
3 adjusted downward to accommodate the
4 allocation to Additional Participants,
5 of the Project as the Project exists as
6 of the date CDWR exercises its right.
7 Unless another price is mutually agreed
8 to by the selling Current Participant
9 and CDWR, CDWR shall pay each selling
10 Current Participant the original
11 construction cost (including the
12 original construction cost associated
13 with Western's entitlement), including
14 the interest it incurred during
15 construction, plus the original cost of
16 capital improvements and betterments
17 (including the original cost of capital
18 improvements and betterments associated
19 with Western's entitlement), including
20 interest it incurred during
21 construction, allocable to the
22 respective pro rata share of the
23 Project that the Current Participant
24 is selling to CDWR. Within one year
25 after the Project is energized, each
26 Current Participant shall provide CDWR
27 with a statement of the original
28 construction cost (including the

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original construction cost associated with Western's entitlement), including the interest it incurred during construction for its share of the Project so that CDWR can determine the cost it shall be obligated to pay such Current Participant if it exercises its rights under this Section 8.1. Within one year after any capital improvements or betterments are completed prior to the date of exercise by CDWR, each Current Participant shall provide CDWR with a statement of construction costs incurred for such capital improvements, or betterments (including the original construction cost of capital improvements and betterments associated with Western's entitlement) including interest incurred during construction with respect to its share, so that CDWR can determine the cost it shall be obligated to pay such Current Participant if it exercises its rights under this Section 8.1"

8. PROJECT DEVELOPMENT AGREEMENT--PROJECT OWNERSHIP,
ENTITLEMENT TO TRANSFER CAPABILITY OF THE PROJECT AND
PROJECT FINANCING RESPONSIBILITY

8.1 The following is substituted for and replaces
Appendix F of the PDA:

"Appendix F
Project Ownership and Entitlements
(Expressed in Percentages)

	Entitlement to Transfer Capability of the Project ^{1/}	Ownership Interest ^{2/}
TANC	42.2916	45.1110
PGandE	20.3918	21.7513
SDG&E	2.8549	3.0452
SCE	17.5370	18.7061
Anaheim	3.0198	3.2212
Azusa	0.3020	0.3221
Banning	0.1510	0.1611
Colton	0.3020	0.3221
Riverside	2.0762	2.2146
Vernon	1.6987	1.8119
Western	6.2500	0.0000
South San Joaquin	2.0625	2.2000
Trinity	0.3125	0.3333
Shasta	0.4375	0.4667

1	San Juan	0.0625	0.0667
2	El Dorado	0.1875	0.2000
3	Carmichael	<u>0.0625</u>	<u>0.0667</u>
4		100.0000	100.0000

5
6 1/ Between California-Oregon border area and Tesla Substation

7 2/ Excluding facilities owned by Western"

8
9 8.2 The following is substituted for and replaces
10 Section 5.1 of the PDA:

11 "5.1 Unless the following percentages are
12 otherwise modified in accordance with
13 Section 5.4 each Participant shall be
14 responsible for paying its share of the
15 costs of Project Development Work in
16 the following Cost Sharing Percentages:

17	TANC	45.1110
18	Anaheim	3.2212
19	Azusa	0.3221
20	Banning	0.1611
21	Colton	0.3221
22	Riverside	2.2146
23	Vernon	1.8119
24	PGandE	21.7513
25	SCE	18.7061
26	SDG&E	3.0452
27	Western	0.0000
28	South San Joaquin	2.2000

1	Trinity	0.3333
2	Shasta	0.4667
3	San Juan	0.0667
4	El Dorado	0.2000
5	Carmichael	<u>0.0667</u>
6		100.0000"

7

8 9. CHANGES IN OWNERSHIP, PARTICIPATION SHARE, AND FINANCING

9 RESPONSIBILITY

10 9.1 Sections 4, 5, 6, 7, and 8 of this MOU Annex shall

11 whenever necessary be modified by restating

12 percentages to conform to changes in Project

13 Participation Share, Project Ownership and Project

14 Financing Responsibility, as these terms are used

15 in the MOU, in accordance with the provisions of

16 the PDA or other agreements among the Participants

17 which provide for such changes.

18 9.2 Each Participant may assign its rights and

19 obligations in the Project in accordance with

20 Section 17 of the PDA and any applicable provision

21 of the Participation Agreement contemplated in

22 Sections 2.4 and 11.4 of the PDA, including the

23 layoff of Project transfer capability rights in

24 accordance with Section 10.4 of the MOU.

25

26 10. REIMBURSEMENT OF CURRENT PARTICIPANTS

27 10.1 Not later than ten (10) days after the effective

28 date of this MOU Annex, each Additional

Participant shall reimburse each Current Participant, except CDWR, for its share of all payments made and due and payable to the Project Manager by each Current Participant as of the effective date of this MOU Annex for Project Development Work in accordance with the Interim Cost Sharing Agreement and the Project Development Agreement plus interest in accordance with Section 10.3 below.

10.2 Each Additional Participant's share of such costs shall be that amount that each Additional Participant would have paid to the Project Manager for Project development work had that Additional Participant been an original signator to the MOU and paid all amounts due and payable under the Interim Cost Sharing Agreement and the Project Development Agreement, based upon its financing responsibility percentage.

10.3 The amount to be reimbursed by each Additional Participant to each Current Participant in accordance with this Section 10, shall include an interest charge assessed at an annual rate of interest, compounded monthly, equal to the lesser of (a) the applicable first of the month reference rate, or successor, of the Bank of America N.T. & S.A., San Francisco, California, corresponding to the period for which reimbursement is made; or (b) the maximum interest rate permitted by law. Such

1 interest shall be charged against the amount to be
2 reimbursed from the time the Current Participant
3 made its original payment to the time such
4 reimbursement is paid by the Additional
5 Participant.

6 10.4 No later than the effective date of this
7 Agreement, the Project Manager shall compute the
8 amount of funds to be reimbursed by each
9 Additional Participant in accordance with the
10 provisions of this Section 10 and shall provide
11 the results of this computation to each Current
12 Participant and each Additional Participant. The
13 Project Manager shall issue a cash call to the
14 Additional Participants on behalf of the Current
15 Participants to whom reimbursements are to be made
16 and shall collect and disburse those funds
17 collected in accordance with this Section 10. In
18 no case shall the Project Manager, acting in its
19 capacity as such, be responsible on behalf of an
20 Additional Participant for any reimbursement owed
21 to any Current Participant in accordance with this
22 Section 10.

23
24 11. CONSTRUCTIVE WITHDRAWAL

25 11.1 Should any Additional Participant fail to duly
26 sign this MOU Annex within ten (10) days after its
27 effective date, fail to reimburse Current
28 Participants in accordance with Section 10, or

1 fail to meet any condition imposed by Western in
2 its stated allocation criteria (50 Fed. Reg.
3 31912) within the period established by Western,
4 that Additional Participant shall be deemed to
5 have withdrawn from the Project and that
6 Additional Participant's Share, as defined in the
7 PDA, shall be revoked and placed in an allocation
8 pool for reallocation to the other Additional
9 Participants or the Current Participants (except
10 Western) in a manner consistent with Western's
11 stated criteria (50 Fed. Reg. 31912). Should any
12 portion of that additional Participant's
13 allocation not be reallocated to the other
14 Additional Participants, such unallocated portion
15 shall revert to the Current Participants and shall
16 be made available to each of them in a manner
17 consistent with Section 13 of the PDA or
18 appropriate provisions of the Participation
19 Agreement, whichever is applicable. Any right to
20 reimbursement for funds paid toward the
21 development and operation of the Project shall be
22 as defined in the PDA or Participation Agreement,
23 as applicable.

24 11.2 The following is substituted for and replaces
25 Section 13.4 of the PDA:

26 "13.4 If the amount of the withdrawing
27 Participant's Share voluntarily assumed
28 by the non-withdrawing Participants is

1 less than 100 percent of the
2 withdrawing Participant's Share, each
3 non-withdrawing Participant shall
4 assume its respective portion of the
5 balance of the withdrawing
6 Participant's Share, in an amount
7 proportionate to that which its Cost
8 Sharing Percentage bears to the total
9 Cost Sharing Percentages of
10 non-withdrawing Participants identified
11 in Section 5.1, provided that no
12 Participant shall be obligated in total
13 for more than 1.15 times its Cost
14 Sharing Percentage as of the effective
15 date of this Agreement. A Nonutility
16 Participant shall not be obligated to
17 assume any portion of the withdrawing
18 Participant's Share."

19 11.3 The following is added as a new Section 13.12 to
20 the PDA:

21 "13.12 If an Additional Participant withdraws
22 from the Project in accordance with
23 Section 13, or is found in default in
24 accordance with Section 20, then such
25 Additional Participant's allocation
26 shall be revoked and shall be made
27 available to the non-withdrawing
28

Participants (except Western) on a pro rata basis.

12. ASSIGNMENT

12. The following is substituted for and replaces Section 17.1 of the PDA:

"17.1 A Participant may assign or transfer any right or interest in this Agreement, in whole or in part, only after obtaining the written consent of the other Participants, which consent shall not be unreasonably withheld; provided that a Participant may withhold consent to any proposed assignment or transfer either (1) to an entity or association which is not CDWR, Western, or a public electric utility regulated under applicable state law or the Federal Power Act or exempted from such regulation by reason of being a public entity, or (2) to an entity or association which does not have public utility responsibilities with regard to serving electric power to customers. A Participant shall not withhold consent to any assignment or transfer between Participants allocated Project transfer capability by Western

1 as set forth in 50 Fed. Reg. 42769
2 (1985) solely because that entity is a
3 Nonutility Participant, provided that
4 such assignment or transfer concerns
5 part or all of the 3.125 percent of
6 Project transfer capability allocated
7 by Western and interests attendant
8 thereto, and no other interest in the
9 Project. Consent to a proposed
10 assignment to a joint powers agency
11 which is a Participant shall not be
12 withheld solely because that entity is
13 a joint powers agency. No Participant
14 shall bring, initiate or amend,
15 directly or indirectly including by
16 means of cross-complaint or other
17 affirmative allegation, an action or
18 proceeding before a court or an
19 administrative agency against another
20 Participant to contest the withholding
21 of consent by such Participant in
22 accordance with clauses (1) or (2) of
23 this Section 17.1 or the reasons
24 therefor or the validity of this
25 Section 17.1, other than a dispute
26 regarding the factual application of
27 such clauses. The withholding of
28 consent by a Participant in accordance

1 with clauses (1) or (2) of this
2 Section 17.1 shall not indicate
3 approval or disapproval by any other
4 Participant of such withholding."
5

6 13. OPINIONS OF COUNSEL

7 The following is substituted for and replaces Section 11.3
8 of the MOU:

9 "11.3 Contracts among the Participants shall
10 then be negotiated to implement these
11 principles. As a condition of
12 execution of any contracts implementing
13 this MOU each Participant shall furnish
14 the other Participants with a written
15 Opinion of Counsel in which it is
16 represented that said Participant has
17 the authority to enter into such
18 contracts and to be bound by the terms
19 and conditions thereof. In the case of
20 the Agency, each major member agency
21 thereof shall furnish such Opinion of
22 Counsel. In the case of an Additional
23 Participant that is a joint powers
24 agency, the individual member agencies
25 of that joint powers agency shall not
26 be obligated to provide such Opinions
27 of Counsel but the joint powers agency
28

1 itself shall provide such Opinion of
2 Counsel of behalf of the agency."
3

4 14. SIGNATURE CLAUSE

5 The signatories of this MOU Annex represent that they have
6 been appropriately authorized to enter into this MOU Annex on
7 behalf of the entity for whom they sign. This MOU Annex may be
8 executed in counterparts.
9

10 CITY OF ANAHEIM

11 By: Don R. Roth

12 Name: Don R. Roth

13 Title: Mayor

14 Date: March 18, 1986

15 ATTEST:

16 Leonora W. Sohl
17 City Clerk, City of Anaheim

18 CITY OF AZUSA

19 By: _____

20 Name: _____

21 Title: _____

22 Date: _____

23 CITY OF BANNING

24 By: _____

25 Name: _____

26 Title: _____

27 Date: _____
28

1 itself shall provide such Opinion of
2 Counsel of behalf of the agency."

3
4 14. SIGNATURE CLAUSE

5 The signatories of this MOU Annex represent that they have
6 been appropriately authorized to enter into this MOU Annex on
7 behalf of the entity for whom they sign. This MOU Annex may be
8 executed in counterparts.

9
10 CITY OF ANAHEIM

11 By: _____
12 Name: _____
13 Title: _____
14 Date: _____

15
16 CITY OF AZUSA

17 By: Eugene F. Moses
18 Name: Eugene F. Moses
19 Title: Mayor
20 Date: February 18, 1986

21
22 CITY OF BANNING

23 By: _____
24 Name: _____
25 Title: _____
26 Date: _____

1 itself shall provide such Opinion of
2 Counsel of behalf of the agency."
3

4 14. SIGNATURE CLAUSE

5 The signatories of this MOU Annex represent that they have
6 been appropriately authorized to enter into this MOU Annex on
7 behalf of the entity for whom they sign. This MOU Annex may be
8 executed in counterparts.

9
10 CITY OF ANAHEIM

11 By: _____

12 Name: _____

13 Title: _____

14 Date: _____

15
16 CITY OF AZUSA

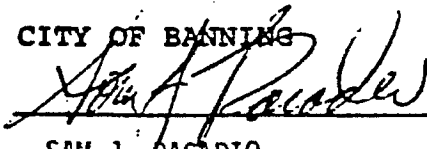
17 By: _____

18 Name: _____

19 Title: _____

20 Date: _____

21
22 CITY OF BANNING

23 By:  _____

24 Name: SAM J. RACADIO

25 Title: City Manager

26 Date: March 12, 1986
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Approved as to legal form
and sufficiency: ~~file~~


Chief Counsel, Department
of Water Resources

CALIFORNIA DEPARTMENT OF
WATER RESOURCES *

By: H. H. Eastin
Name: H. H. EASTIN
Title: Deputy Director
Date: APR 2 1966

CARMICHAEL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF COLTON

By: _____
Name: _____
Title: _____
Date: _____

EL DORADO HILLS COMMUNITY
SERVICES DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

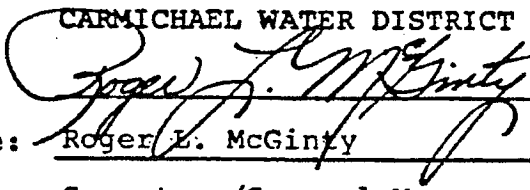
* Since CDWR is not a party to the Project Development Agreement (PDA), CDWR's approval of this MOU Annex is not intended to express either approval or disapproval of Sections 8, 11.2, 11.3 and 12, which do nothing other than amend certain sections of the PDA.

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CALIFORNIA DEPARTMENT OF
WATER RESOURCES

By: _____
Name: _____
Title: _____
Date: _____

CARMICHAEL WATER DISTRICT

By: 
Name: Roger L. McGinty
Title: Secretary/General Manager
Date: February 21, 1986

CITY OF COLTON

By: _____
Name: _____
Title: _____
Date: _____

EL DORADO HILLS COMMUNITY
SERVICES DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

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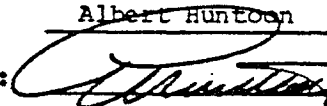
CALIFORNIA DEPARTMENT OF
WATER RESOURCES

By: _____
Name: _____
Title: _____
Date: _____

CARMICHAEL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF COLTON

By: Albert Huntton
Name: 
Title: Mayor
Date: _____

EL DORADO HILLS COMMUNITY
SERVICES DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

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CALIFORNIA DEPARTMENT OF
WATER RESOURCES

By: _____
Name: _____
Title: _____
Date: _____

CARMICHAEL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF COLTON

By: _____
Name: _____
Title: _____
Date: _____

EL DORADO HILLS COMMUNITY

SERVICES DISTRICT

By: Bonnie Byram
Name: Bonnie Byram
Title: President of Board
Date: 2/13/86

As a party to the MOU but which is not a party to any other Project Agreement, the Los Angeles Department of Water and Power (LADWP) regards Sections 8, 9.2, 10, 11 and 12 of the MOU Annex, as having no involvement with LADWP. LADWP further considers Section 3 of the MOU Annex as being the only section of this Agreement which involves LADWP's interests in the amended MOU, which interests are limited to those expressed in Section 4.1 and 4.4 of the MOU.

APPROVED AS TO FORM AND LEGALITY
JAMES K. HAHN, CITY ATTORNEY

MAR 19 1986
BY *Ralph Wesson*
RALPH E. WESSON
Assistant City Attorney

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

by

BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By

and

James K. Hahn
Secretary and Chief Engineer

James K. Hahn
Secretary

AUTHORIZED BY RES. 86-279

APR 24 1986

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LOS ANGELES DEPARTMENT OF
WATER AND POWER

By: _____
Name: _____
Title: _____
Date: _____

PACIFIC GAS AND ELECTRIC
COMPANY

By: *George A. Maneatis*
Name: *George A. Maneatis*
Title: *Executive Vice President*
Date: *February 21, 1986*

CITY OF RIVERSIDE

By: _____
Name: _____
Title: _____
Date: _____

SAN DIEGO GAS & ELECTRIC
COMPANY

By: _____
Name: _____
Title: _____
Date: _____

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LOS ANGELES DEPARTMENT OF
WATER AND POWER

By: _____
Name: _____
Title: _____
Date: _____

PACIFIC GAS AND ELECTRIC
COMPANY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF RIVERSIDE

By: AB Brown
Name: AB BROWN
Title: MAYOR
Date: March 18, 1986

APPROVED AS TO FORM

John Woodley
CITY ATTORNEY

SAN DIEGO GAS & ELECTRIC
COMPANY

By: _____
Name: _____
Title: _____
Date: _____

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LOS ANGELES DEPARTMENT OF
WATER AND POWER

By: _____
Name: _____
Title: _____
Date: _____

PACIFIC GAS AND ELECTRIC
COMPANY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF RIVERSIDE

By: _____
Name: _____
Title: _____
Date: _____

SAN DIEGO GAS & ELECTRIC
COMPANY

By: J. C. Holcombe
Name: J. C. Holcombe
Title: Vice President, Fuel & Power Contracts
Date: February 21, 1986

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SAN JUAN SUBURBAN WATER

DISTRICT

By: Jack B. Hansen
Name: Jack B. Hansen
Title: General Manager & Secretary
Date: Feb 11, 1986

SHASTA DAM AREA PUBLIC UTILITY

DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA EDISON

By: _____
Name: _____
Title: _____
Date: _____

SOUTHERN SAN JOAQUIN VALLEY

POWER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

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SAN JUAN SUBURBAN WATER
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SHASTA DAM AREA PUBLIC UTILITY
DISTRICT

By: Larry J. Fan
President, Board of Directors
By: Georgia Haddon
Clerk, Board of Directors
Date: February 19, 1986

SOUTHERN CALIFORNIA EDISON

By: _____
Name: _____
Title: _____
Date: _____

SOUTHERN SAN JOAQUIN VALLEY
POWER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

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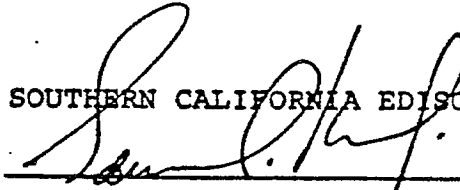
SAN JUAN SUBURBAN WATER
DISTRICT

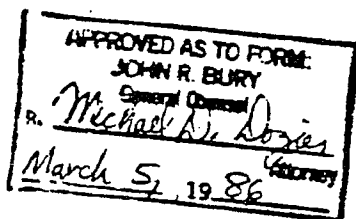
By: _____
Name: _____
Title: _____
Date: _____

SHASTA DAM AREA PUBLIC UTILITY
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA EDISON

By: 
Name: Edward A. Myers, Jr.
Title: Vice President
Date: March 7, 1986



SOUTHERN SAN JOAQUIN VALLEY
POWER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

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SAN JUAN SUBURBAN WATER
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SHASTA DAM AREA PUBLIC UTILITY
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SOUTHERN CALIFORNIA EDISON

By: _____
Name: _____
Title: _____
Date: _____

SOUTHERN SAN JOAQUIN VALLEY
POWER AUTHORITY

By: *Kenneth M. Wegis*
Name: KENNETH M. WEGIS
Title: CHAIRMAN OF THE BOARD
Date: FEBRUARY 19, 1986

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TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By: 
Name: _____
Title: _____
Date: _____

TRINITY COUNTY PUBLIC UTILITY
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF VERNON

By: _____
Name: _____
Title: _____
Date: _____

WESTERN AREA POWER
ADMINISTRATION

By: _____
Name: _____
Title: _____
Date: _____

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TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

TRINITY COUNTY PUBLIC UTILITY
DISTRICT

By: _____
Name: Richard L. Martin
Title: PRESIDENT OF THE BOARD
Date: 2/21/86

CITY OF VERNON

By: _____
Name: _____
Title: _____
Date: _____

WESTERN AREA POWER
ADMINISTRATION

By: _____
Name: _____
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Date: _____

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TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

TRINITY COUNTY PUBLIC UTILITY
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF VERNON

By: Leonis C. Malburg
Name: Leonis C. Malburg
Title: Mayor
Date: March 4, 1986
ATTEST: [Signature]
City Clerk

APPROVED AS TO FORM
BY D.B. Brearley
DAVID B. BREARLEY
CITY ATTORNEY

WESTERN AREA POWER
ADMINISTRATION

By: _____
Name: _____
Title: _____
Date: _____

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TRANSMISSION AGENCY OF
NORTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

TRINITY COUNTY PUBLIC UTILITY
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF VERNON

By: _____
Name: _____
Title: _____
Date: _____

WESTERN AREA POWER
ADMINISTRATION

By: David G. Coleman
Name: David G. Coleman
Title: Area Manager
Date: February 21, 1986

APPENDIX C

Participation Percentages

	(A) Participation Percentage	(B) Participation Percentage	(C) Minimum MW Share	(D) Maximum MW Share	(E) Desired MW Amount
	<u>1/</u>	<u>2/</u>	<u>3/</u>	<u>4/</u>	<u>5/</u>
City of Alameda	1.713	1.333	11.59	20.00	12.00
City of Healdsburg	0.357	0.267	2.42	4.00	4.00
City of Lodi	1.686	1.890	11.41	28.35	22.82
City of Lompoc	0.408	0.184	2.76	2.76	2.76
Modesto Irrigation District	19.200	21.120	129.92	316.77	255.00
City of Palo Alto	4.254	4.000	28.79	60.00	28.79
Plumas-Sierra Rural Electric Cooperative	0.358	0.161	2.42	2.42	2.42
City of Redding	6.400	8.281	43.31	124.22	100.00
City of Roseville	1.455	2.295	9.85	34.43	27.64
Sacramento Municipal Utility District	30.600	27.133	207.05	407.00	407.00
City of Santa Clara	20.200	20.703	136.69	310.55	250.00
Turlock Irrigation District	12.900	12.422	87.29	186.33	150.00
City of Ukiah	<u>0.469</u>	<u>0.211</u>	<u>3.17</u>	<u>3.17</u>	<u>3.17</u>
	100.000	100.000	676.67	1500.00	1265.60

C-1

- 1/ If TANC's megawatt entitlement to Transfer Capability in the Project is less than sixty-five percent (65%) of the Transfer Capability allocated to the non-Federal Participants, then these percentages shall govern.
- 2/ If TANC's megawatt entitlement to Transfer Capability in the Project is sixty-five percent (65%) or greater of the Transfer Capability allocated to the non-Federal Participants, then these percentages shall govern.
- 3/ The numbers in this column represent the minimum amount of Transfer Capability for which a Member is obligated pursuant to this Agreement based on a 1600 MW Project and will be adjusted on a pro rata basis to reflect the actual Rated Project Transfer Capability as that term is defined in the Intertie Agreements.
- 4/ The numbers in this column represent the maximum amount of Transfer Capability to which a Member is obligated pursuant to this Agreement based on a 1600 MW Project and will be adjusted on a pro rata basis to reflect the actual Rated Project Transfer Capability as that term is defined in the Intertie Agreements.
- 5/ The numbers in this column represent the amounts of Transfer Capability which Members desire at this level of TANC's entitlement to Transfer Capability as a Participant under the Intertie Agreements in the event that the investor-owned utilities are no longer Participants in the Project.

**APPENDIX D
PRESCHEDULING OF TRANSMISSION USE
AND CURTAILMENT NOTIFICATION PROCEDURES**

1. OPERATING AGENT INTERFACES:

1.1 Through the TANC Coordinator, TANC shall notify the Operating Agent relative to the amounts of Transfer Capability that TANC will be using, as required by the Intertie Agreements.

1.2 It is anticipated that the Operating Agent will notify TANC through the TANC Coordinator when a curtailment affecting Transfer Capability is scheduled or has occurred, as provided in the Intertie Agreements.

1.3 It is anticipated that the Operating Agent will notify Members or their designated agents directly of a real-time curtailment of Transfer Capability. Each Member or its designated agent will be responsible for communicating and coordinating real-time power schedule curtailments and all changes in schedules due to curtailments occurring in real-time pursuant to its separate agreements with other entities.

2. TANC TRANSFER CAPABILITY PRESCHEDULING PROCEDURES

Transfer Capability will be prescheduled over four different time frames - long term (6 years), next operating year, next operating month, and current operating month.

2.1 Long Term and Next Operating Year

2.1.1 Each year, each Member shall prepare the

1 following estimated data pertaining to its
2 use of Transfer Capability for each month of
3 the following six-year period:

4 2.1.1.1 Member's Participation
5 Percentage;

6 2.1.1.2 Contracted Transfer Capability
7 layoffs to Members and
8 Participants;

9 2.1.1.3 Contracted Transfer Capability
10 layoffs from TANC and
11 Participants;

12 2.1.1.4 Amount of Transfer Capability
13 available for sale; and

14 2.1.1.5 Amounts of additional Transfer
15 Capability desired.

16 2.1.2 This data will be submitted to the TANC
17 Coordinator by July 31 of each year.

18 2.1.3 The TANC Coordinator shall determine the
19 amounts of Transfer Capability owned by
20 other Participants that is unneeded by each
21 of those Participants (if available) and
22 that could be used by TANC.

23 2.1.4 The data will be compiled by the TANC
24 Coordinator into a document that defines the
25 projected use of the Project by each Member,
26 and on an aggregate TANC basis, for each
27 month of the six year period. The document
28 will also quantify instances where a Member

1 may want additional Transfer Capability,
2 where a Member may have Transfer Capability
3 that it is not planning to use, and where
4 other Participants have unneeded Transfer
5 Capability.

6 2.1.5 The TANC Coordinator shall send this
7 document to the Members by August 31 so that
8 they will have data on projected aggregate
9 usage and can identify potential periods
10 when Transfer Capability can be bought and
11 sold among the Members.

12 2.1.6 Those Members who have made buy/sell
13 arrangements for Transfer Capability will
14 notify the TANC Coordinator of these
15 arrangements and of their effective time
16 frames by September 30.

17 2.1.7 This new data will be utilized by the TANC
18 Coordinator to prepare a revised document
19 that defines the projected use of the
20 Project by Member, and on an aggregate TANC
21 basis, for each month of the six year
22 period. The document will also quantify any
23 amounts of unneeded Transfer Capability and
24 instances where additional Transfer
25 Capability could be utilized by TANC or by a
26 Member.

27 2.1.8 If the revised document demonstrates
28 unneeded capacity or needs for additional

1 Transfer Capability, it will be resubmitted
2 to the Members by October 31 so that they
3 are aware of potential additional buy/sell
4 opportunities.

5 2.1.9 Those Members making additional buy/sell
6 arrangements will notify the TANC
7 Coordinator of those additional arrangements
8 and their effective time frames by
9 November 30.

10 2.1.10 This updated data will be utilized by the
11 TANC Coordinator to prepare a revised
12 document that defines the projected use of
13 the Project by each Member and on an
14 aggregate TANC basis for each month of the
15 six year period. The document will also
16 quantify any amounts of unneeded Transfer
17 Capability that was not required by TANC and
18 instances where additional Transfer
19 Capability could be utilized by TANC.

20 2.2 Next Operating Month

21 2.2.1 Each month, each Member or its designated
22 agent shall prepare the following estimated
23 hourly data for each of three day-types
24 (weekday, Saturday, and Sunday/ Holiday)
25 pertaining to its use of the Project for the
26 next operating month:

27 2.2.1.1 Member's Participation
28 Percentage;

1		2.2.1.2	Contracted Transfer Capability
2			layoffs to Members and
3			Participants;
4		2.2.1.3	Contracted Transfer Capability
5			layoffs from Members and other
6			Participants;
7		2.2.1.4	Amount of Transfer Capability
8			available for sale; and
9		2.2.1.5	Amounts of additional Transfer
10			Capability desired.
11	2.2.2		This data will be submitted to the TANC
12			Coordinator by the 20th of the month
13			preceding the operating month in question.
14	2.2.3		The TANC Coordinator shall determine the
15			amounts of Transfer Capability owned by
16			other Participants that is unneeded by those
17			Participants (if available) and which could
18			be used by TANC.
19	2.2.4		The data will be compiled by the TANC
20			Coordinator into a document that defines the
21			projected use of the Project by Member, and
22			on an aggregate TANC basis, for each hour of
23			the three day-types specified above. To the
24			extent possible the document will also
25			identify potential layoff opportunities
26			among the Members or between TANC and other
27			Participants.
28	2.2.5		This document will be sent to the TANC

1 Members by the 21st of the month preceding
2 the operating month so that they will have
3 data on projected aggregate usage and can
4 identify potential periods when Transfer
5 Capability can be bought and sold among the
6 Members and between TANC and other
7 Participants.

8 2.2.6 Those Members who have made buy/sell
9 arrangements for Transfer Capability will
10 notify the TANC Coordinator of these
11 arrangements and of their effective time
12 frames by the 24th of the month preceding
13 the operating month.

14 2.2.7 This new data will be utilized by the TANC
15 Coordinator to prepare a revised document
16 that defines the projected use of the
17 Project by Member, and on an aggregate TANC
18 basis, for each hour of the three day-types
19 specified above and such data will be made
20 available to the Members. The document will
21 also quantify any amounts of unneeded
22 Transfer Capability and periods of time when
23 additional Transfer Capability could be
24 utilized by TANC or a Member.

25 2.2.8 If any of the foregoing dates falls on a
26 weekend or holiday, the submittal shall be
27 made by the work day immediately preceding
28 the weekend or holiday.

1 2.3 Current Operating Month

2 2.3.1 Data for the current operating month will be
3 contained on a dedicated computerized
4 "bulletin board" that will specify Member
5 use, and to the extent available Participant
6 use, of Transfer Capability on an hourly
7 basis for the month. This data will be the
8 same as that prepared for the "Next
9 Operating Month" as described in Section 2.2
10 above.

11 2.3.2 Using the data on the bulletin board the
12 Members or their designated agents may make
13 Transfer Capability buy/sell arrangements
14 among themselves and will notify the TANC
15 Coordinator of any changes required to the
16 bulletin board as soon as practicable after
17 making such change.

18
19 3. TANC CURTAILMENT NOTIFICATION PROCEDURES

20 3.1 Curtailment Notification Procedure (Prescheduled) -

21 The TANC Coordinator shall promptly notify the Members
22 upon receipt of notice from the Operating Agent of any
23 scheduled curtailment of Transfer Capability. The
24 TANC Coordinator may advise the Members of adjustments
25 to Transfer Capability that could be made to minimize
26 the effects of the curtailment on the Members. The
27 steps in this procedure are as follows:

28 3.1.1 The Operating Agent notifies the TANC

1 Coordinator that a curtailment will occur
2 and the magnitude of the curtailment.

3 3.1.2 The TANC Coordinator will update the
4 bulletin board to reflect each Member's
5 remaining share of Transfer Capability.

6 3.1.3 The TANC Coordinator will notify each Member
7 or its designated agent of its share of the
8 curtailment and may suggest certain actions
9 (e.g., trading Transfer Capability) that
10 could be used to minimize curtailment
11 impacts.

12 3.1.4 In each event of a prescheduled curtailment
13 where TANC still has sufficient Transfer
14 Capability for the aggregate power schedules
15 of the Members, by mutual agreement a Member
16 may utilize another Member's unused share of
17 Transfer Capability in order to avoid a
18 curtailment.

19 3.2 Curtailment Notification Procedure (Real-Time) - The
20 Members anticipate that (i) the Operating Agent will
21 notify the TANC Coordinator of real-time curtailments
22 to Transfer Capability, (ii) the TANC Coordinator will
23 communicate and coordinate real-time curtailments to
24 Transfer Capability with the Members; and (iii) the
25 Operating Agent will also notify Members or their
26 designated agents directly of a real-time curtailment
27 of Transfer Capability. Each Member or its designated
28 agent will be responsible for communicating and

1 coordinating real-time power schedule curtailments and
2 all changes in schedules due to curtailments occurring
3 in real-time pursuant to its separate agreements with
4 other entities. The TANC Coordinator shall maintain
5 the bulletin board, based on information received from
6 the Operating Agent on a real-time basis. It is the
7 intent of the Members to share the use of Transfer
8 Capability in order to avoid curtailments to the
9 extent possible without jeopardizing service to their
10 own customers.

11 3.2.1 Using the data on the bulletin board, the
12 Members may make Transfer Capability
13 buy/sell arrangements among themselves and
14 will make appropriate arrangements relative
15 to changes in the amount of reserved
16 transmission capacity and the corresponding
17 power schedule changes pursuant to their
18 separate agreements with other entities.

19 3.2.2 The Members will notify the TANC Coordinator
20 of any changes in the amount of Transfer
21 Capability they have reserved. The TANC
22 Coordinator will update the data on the
23 bulletin board.

APPENDIX E
BILLING ADDRESSES OF THE PARTIES

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- 4 City of Alameda
Bureau of Electricity
- 5 2000 Grand Street
Alameda, CA 94501
- 6
- 7 City of Healdsburg
c/o Northern California Power Agency
- 8 180 Cirby Way
Roseville, CA 95678
- 9 City of Lodi
Call Box 3006
- 10 Lodi, CA 95241-1910
- 11 City of Lompoc
100 Civic Center Plaza
- 12 Lompoc, CA 93438
- 13 Modesto Irrigation District
P. O. Box 4060
- 14 Modesto, CA 95352
- 15 City of Palo Alto
P. O. Box 10250
- 16 Palo Alto, CA 94303
- 17 City of Redding
760 Parkview Avenue
- 18 Redding, CA 96001-3396
- 19 City of Roseville
2090 Hilltop Circle
- 20 Roseville, CA 95678
- 21 Sacramento Municipal Utility District
P. O. Box 15830
- 22 Sacramento, CA 95852-1830
- 23 City of Santa Clara
1500 Warburton Avenue
- 24 Santa Clara, CA 95050
- 25 Turlock Irrigation District
P. O. Box 949
- 26 Turlock, CA 95381
- 27 City of Ukiah
300 Seminary Avenue
- 28 Ukiah, CA 95482

1 Plumas-Sierra Rural Electric Cooperative
P. O. Box 2000
2 Highway 70, 3 Miles West of Portola
Portola, CA 96122-2000
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4 Transmission Agency of Northern California
P. O. Box 661030
Sacramento, CA 95866
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AMENDMENT NO. 1
PROJECT AGREEMENT
NO. 3 BETWEEN AND
AMONG
THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA
AND ITS MEMBERS

This Amendment No. 1 to Project Agreement No. 3 (“Agreement”) by and among the Transmission Agency of Northern California, hereinafter referred to as "TANC," and its Members the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah; the Sacramento Municipal Utility District; the Modesto Irrigation District; the Turlock Irrigation District; and the Plumas- Sierra Rural Electric Cooperative, hereinafter referred to as “Members,” is hereby made and entered into as of _____, 2026 (“Amendment Effective Date”), based upon the following:

RECITALS

WHEREAS, TANC and its Members desire to modify certain provisions of the Agreement as provided herein;

WHEREAS, TANC and its Members seek to clarify that changes to Transfer Capability may be made without formally amending the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TANC and its Members agree as follows:

AMENDMENTS

1. The Table of Contents is revised to delete “Participation Percentages” and replace it with Participation Percentages (N-S)” as Appendix C.
2. The Table of Contents is revised to add as Appendix C-1 “Participation Percentages (S-N)”, following Appendix C: Participation Percentages (N-S).
3. The Table of Contents is revised to add as Appendix C-2 “Return of Layoff Percentages”, following Appendix C-1: Participation Percentages (S-N).
4. The definition of “Betterment” in Section 1.4 of the Agreement is revised by deleting the phrase “or sixteen hundred (1600) megawatts, whichever is less”.
5. The definition of “Executive Committee” in Section 1.8 of the Agreement is deleted in its entirety and replaced with “[Intentionally omitted]”.
6. The definition of “Fiscal Year” in Section 1.9 of the Agreement is revised by deleting “September” and replacing it with “June”.
7. Section 1.22 of the Agreement is revised to add “and Appendix C-1” after “Appendix C”.

8. Section 1.30 of the Agreement is revised by deleting “Section 15060” and replacing it with “Part 101, Definition 34”.
9. Section 2.3.1 of the Agreement is revised to add “and Appendix C-1” after “Appendix C”.
10. Section 2.3.2 of the Agreement is deleted in its entirety and replaced with the following: “In the event that TANC’s entitlement to Transfer Capability changes, the Members’ Participation Percentages will be unchanged except as provided in this Agreement. Changes to Members’ Participation Percentages shall be permitted without an amendment to this Agreement as follows:
 - 2.3.2.1 All revisions of Participation Percentages pursuant to this Section 2.3.2 shall require an affirmative vote of the Commission using the voting procedures provided in the Joint Powers Agreement.
 - 2.3.2.2 Members shall be permitted to revise their Participation Percentages if one or more Members agree to accept an offsetting change in Participation Percentage. All Members whose Participation Percentage change must consent to the change in writing.
 - 2.3.2.3 Members shall be permitted to acquire Transfer Capability from outside of TANC and transfer that capability to TANC, without amendment to this Agreement subject to an affirmative vote of the Commission using the voting procedures provided in the Joint Powers Agreement and written consent of the Members acquiring the Transfer Capability. Participation Percentages of all Members shall be changed so that the Member acquiring the Transfer Capability retains its existing Transfer Capability and obtains the additional Transfer Capability it has acquired, and is subject to, all the rights and obligations associated with the transfer.
 - 2.3.2.4 Participation Percentage revisions shall (a) be recorded with an administrative amendment to Appendix C and Appendix C-1; and (b) result in the aggregate Participation Percentages of the Members of one hundred (100) percent.”
11. Section 2.3.3 of the Agreement is revised by deleting “Column D” and replacing it with “or Appendix C-1”.
12. Section 3.1 of the Agreement is revised by deleting “its Executive Committee or”.
13. Section 4.1.1 of the Agreement is revised by deleting “the California Department of Water Resources,”.
14. Section 5.3 of the Agreement is revised by adding an internal cross-reference to “Section 2.3.2 and” before “Section 8.3”.
15. Section 7.4 of the Agreement is revised by deleting “, Column E” and replacing it with “and Appendix C-1”.

16. Section 12.1 of the Agreement is revised by deleting “telephone or in writing within twenty-four (24 hour)” and replacing it with “telephone, in writing, or by electronic media within twenty-four (24) hours” both times this language is used.
17. Section 16.1 of the Agreement is revised by adding an internal cross-reference to Section “2.3.2,” after “Sections”.
18. Section 19 of the Agreement is revised to add “C-1, C-2,” between “Appendices A, B, C,” and “D, and E attached.....”
19. Appendix C of the Agreement is deleted and replaced with the following table of the Current North to South Participation Percentages:

NEW (ENTITLEMENT AND SCHEDULING)

TANC Member	Member Percentage	Member MW Entitlement (North to South)	MW Scheduling Rights (North to South)	MW Scheduling Rights % (North to South)
SMUD	37.8074%	569.2140	558	37.7793%
MID	23.0546%	347.1014	341	23.0873%
TID	17.1458%	258.1407	253	17.1293%
Santa Clara	9.8108%	147.7077	145	9.8172%
Redding	10.0398%	151.1555	148	10.0203%
Roseville	2.1416%	32.2431	32	2.1666%
Alameda	0.0000%	-	-	0.0000%
Healdsburg	0.0000%	-	-	0.0000%
Lodi	0.0000%	-	-	0.0000%
Lompoc	0.0000%	-	-	0.0000%
Palo Alto	0.0000%	-	-	0.0000%
Plumas	0.0000%	-	-	0.0000%
Ukiah	<u>0.0000%</u>	<u>-</u>	<u>-</u>	<u>0.0000%</u>
Total	100.0000%	1,505.5625	1,477	100.0000%
Scheduling Rights include the 29MW layoff to WAPA				
COTP Participants	Participant Percentage	Participant MW Entitlement (North to South)	MW Scheduling Rights (North to South)	MW Scheduling Rights % (North to South)
TANC	88.5625%	1,505.5625	1,477	86.8824%
Western	9.3750%	159.3750	188	11.0588%
PG&E	<u>2.0625%</u>	<u>35.0625</u>	<u>35</u>	<u>2.0588%</u>
Total	100.0000%	1,700.0000	1,700	100.0000%

20. Appendix C-1 is added to the Agreement to include the following table of the Current South to North Participation Percentages:

TANC Member	Member Percentage	Member MW Entitlement (South to North)	MW Scheduling Rights (South to North)
SMUD	37.8074%	410.17	402.00
MID	23.0546%	250.12	245.00
TID	17.1458%	186.01	182.00
Santa Clara	9.8108%	106.44	105.00
Redding	10.0398%	108.92	107.00
Roseville	2.1416%	23.23	23.00
Alameda	0.0000%	-	-
Healdsburg	0.0000%	-	-
Lodi	0.0000%	-	-
Lompoc	0.0000%	-	-
Palo Alto	0.0000%	-	-
Plumas	0.0000%	-	-
Ukiah	<u>0.0000%</u>	<u>-</u>	<u>-</u>
Total	100.0000%	1,084.8906	1,064
COTP Participants	Participant Percentage	Participant MW Entitlement (South to North)	MW Scheduling Rights (South to North)
TANC	88.5625%	1,084.8906	1,064
Western	9.3750%	114.8438	136
PG&E	<u>2.0625%</u>	<u>25.2656</u>	<u>25</u>
	100.0000%	1,225.0000	1,225

21. Appendix C-2 is added to the Agreement to include the following table to document the Return of Layoff Percentages:

	A	B	C	C	D		E	E		
TANC Member	PA-3 Member Percentage Pre Layoff	PA-3 Member Percentage Current	NCPA Layoff Percentages	SVP Layoff Percentages	Palo Alto Layoff Percentages	PA-3 Member Percentage Conclusion of Layoff	Member MW Entitlement (North to South)	MW Scheduling Rights (North to South)	Member MW Entitlement (South to North)	MW Scheduling Rights (South to North)
SMUD	27.5631%	37.8074%	2.5492%	6.8058%	1.6339%	26.8186%	403.7692	393	290.9513	282
MID	21.2960%	23.0546%	0.4902%	1.3088%	0.4137%	20.8419%	313.7872	307	226.1114	221
TID	12.6393%	17.1458%	0.8824%	2.3559%	1.6339%	12.2736%	184.7872	179	133.1554	129
Santa Clara	20.4745%	9.8108%	0.0000%	-10.4705%	0.0000%	20.2813%	305.3479	303	220.9301	219
Redding	8.4119%	10.0398%	0.0000%	0.0000%	0.0000%	10.0398%	151.1555	148	104.9008	107
Roseville	2.1119%	2.1416%	0.0000%	0.0000%	0.0000%	2.1416%	32.2431	32	23.2340	23
Alameda	1.2272%	0.0000%	-1.2272%	0.0000%	0.0000%	1.2272%	18.4763	19	13.3138	13
Healdsburg	0.2456%	0.0000%	-0.2456%	0.0000%	0.0000%	0.2456%	3.6977	4	2.6645	3
Lodi	1.9201%	0.0000%	-1.9201%	0.0000%	0.0000%	1.9201%	28.9083	29	20.8310	21
Lompoc	0.1865%	0.0000%	-0.1865%	0.0000%	0.0000%	0.1865%	2.8079	3	2.0233	2
Palo Alto	3.6815%	0.0000%	0.0000%	0.0000%	-3.6815%	3.6815%	55.4273	55	39.9402	40
Plumas	0.1479%	0.0000%	-0.1479%	0.0000%	0.0000%	0.1479%	2.2267	2	1.6046	2
Ukiah	0.1945%	0.0000%	-0.1945%	0.0000%	0.0000%	0.1945%	2.9283	3	2.1101	2
Total	100.0000%	100.0000%	0.0000%	0.0000%	0.0000%	100.0000%	1,505.5625	1477	1,084.8906	1064

A) Member Percentages before lay-off, purchase of water districts shares, and City of Redding moving shares of COTP outside of TANC into TANC.

B) Member Percentages after lay-off, purchase of water districts shares, and City of Redding moving shares of COTP outside of TANC into TANC.

C) 2014 lay-off agreement TANC resolution 14-03

D) 2009 lay-off agreement TANC Resolution 09-01

E) Includes the TANC/WAPA layoff agreement

F) Includes the TANC/WAPA layoff agreement

22. Appendix E (Billing Addresses of the Parties) of the Agreement is updated to include the billing address of the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Roseville, Santa Clara, and Ukiah; the Sacramento Municipal Utility District; the Modesto Irrigation District; and the Turlock Irrigation District.

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

This Amendment will become effective when TANC and its Members have each signed below and shall be effective as of the Amendment Effective Date specified above. TANC and its Members intend that this Amendment shall not bind any Party unless it is executed by all Parties.

CITY OF ALAMEDA

By: _____

Name: _____

Title: _____

Date: _____

CITY OF HEALDSBURG

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LODI

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LOMPOC

By: _____

Name: _____

Title: _____

Date: _____

MODESTO IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF PALO ALTO

By: _____

Name: _____

Title: _____

Date: _____

CITY OF REDDING

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ROSEVILLE

By: _____

Name: _____

Title: _____

Date: _____

SACRAMENTO MUNICIPAL UTILITY
DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SANTA CLARA

By: _____

Name: _____

Title: _____

Date: _____

TURLOCK IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF UKIAH

By: _____

Name: _____

Title: _____

Date: _____

PLUMAS-SIERRA RURAL ELECTRIC
COOPERATIVE

By: _____

Name: _____

Title: _____

Date: _____

TRANSMISSION AGENCY OF NORTHERN
CALIFORNIA

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO.

RESOLUTION OF THE CITY OF UKIAH APPROVING AMENDMENT NO. 1 TO PROJECT AGREEMENT NO. 3 BETWEEN AND AMONG THE TRANSMISSION AGENCY OF NORTHERN CALIFORNIA AND ITS MEMBERS

WHEREAS, the Transmission Agency of Northern California (TANC) Project Agreement No. 3 for the California-Oregon Transmission Project (Project Agreement No. 3) authorizes TANC to act on behalf of its Members, the Cities of Alameda, Healdsburg, Lodi, Lompoc, Palo Alto, Redding, Santa Clara, and Ukiah, the Sacramento Municipal Utility District, the Modesto Irrigation District, the Turlock Irrigation District, and the Plumas-Sierra Rural Electric Cooperative (Members) in activities related to the development and operations of the California-Oregon Transmission Project, which consists of electric transmission facilities between California and the Pacific Northwest (Project), acting as Project Manager on behalf of the Members; and

WHEREAS, TANC and its Members now propose to adopt Amendment No. 1 to Project Agreement No. 3 (Amendment No. 1) to modify certain provisions of the Project Agreement No. 3 to ensure the agreement is consistent with current business practices; and

WHEREAS, Amendment No. 1 (i) will clarify that changes to Transfer Capability may be made without formally amending Project Agreement No. 3 to ensure efficient and timely updates to Project entitlement shares, (ii) includes minor and non-substantive administrative updates, and (iii) updates and adds certain appendices to clarify project entitlements; and

WHEREAS, costs associated with the development and approval of Amendment No. 1 will be allocated to Members in accordance with approved cost allocation methodologies as described in the TANC annual budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Ukiah adopts and approves Amendment No. 1 to Project Agreement No. 3 and authorizing the City Manager or their designee to execute said agreement by and among the TANC and its Members, on behalf of the City of Ukiah, including any non-substantive modifications to Amendment No. 1 approved by the City's General Counsel.

PASSED, ADOPTED and APPROVED at a regular meeting of the City Council this 1st day of July, 2026, by the following vote on roll call:

AYES:

NOES:

ABSTAIN:

ABSENT:

Susan Sher, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adopt Resolution Approving Revised Thresholds to the Support Services Program Agreement with Northern California Power Agency; and Confirm the Appointment of the City Attorney, City Manager, and the Electric Utility Director as Designated Representatives Under the SSPA, Authorize Them, Together, to Execute Service Confirmations for Amounts Not to Exceed \$60,000 per Confirmation or Such Greater Amount as May Be Authorized by City Council Action or Applicable City Ordinance.

DEPARTMENT: Electric Utility

PREPARED BY: Cindy Sauers, Electric Utility Director

PRESENTER: Cindy Sauers, Electric Utility Director

ATTACHMENTS:

1. CC Reso 2022-05 - Approving Support Services Program with NCPA
2. NCPA Support_Services_Program_Agreement
3. 2026 Resolution NCPA-Ukiah SSPA

Summary: Council will consider adopting a resolution revising the thresholds to the Support Services Program Agreement (SSPA) between Northern California Power Agency (NCPA) and the City of Ukiah (City) to align with the City's current purchasing guidelines and confirm the appointment of the City Attorney, City Manager, and the Electric Utility Director as Designated Representatives under the SSPA, authorize them, together, to execute service confirmations for amounts not to exceed \$60,000 per confirmation or such greater amount as may be authorized by City Council action or applicable City ordinance.

Background: On January 19, 2022, Council adopted Resolution 22-05 (Attachment 1), approving the SSPA (Attachment 2) between NCPA and the City, allowing the City to utilize various support services through contracts executed by NCPA, up to \$20,000 per confirmation, or greater, if approved by Council. Services offered through the SSPA include engineering services, transmission and distribution planning, power marketing and analysis, employee training, customer service and billing, metering and data management, power plant operations, and other professional services related to the operation of a publicly owned electric utility, all within the scope of NCPA Joint Powers Agreement.

Resolution 22-05 also appointed the City Attorney, City Manager, and the Electric Utility Director as Designated Representatives under the SSPA and authorized them, together, to execute service confirmations for amounts not to exceed \$20,000.

Discussion: Under the SSPA, Designated Representatives are responsible for committing to individual service offerings on behalf of the member organization and such Designated Representatives are delegated authority by their governing board or City Council to bind the City/member to contractually receive and pay for such elected services. Increasing the thresholds to align with the City Council Reporting and Awarding Dollar Thresholds, per Ukiah Municipal Code Section 1522, provides more opportunity to utilize the program. Staff will verify that the associated NCPA Multi-Task service agreement meets the City's insurance and indemnification requirements, prior to signing any confirmation.

Staff recommends Council adopt a Resolution (Attachment 3) revising the thresholds to the Support Services Program Agreement with Northern California Power Agency.

Recommended Action: Adopt a resolution revising thresholds to the Support Services Program Agreement (SSPA) between the Northern California Power Agency and the City of Ukiah; confirm the appointment of the City Attorney, City Manager, and the Electric Utility Director as Designated Representatives under the SSPA, authorize them, together, to execute service confirmations for amounts not to exceed \$60,000 per confirmation or such greater amount as may be authorized by City Council action or applicable City ordinance.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Assistant Finance Director

STRATEGIC PLAN (SP): N/A

GENERAL PLAN ELEMENTS (GP): **GP-A4** - Public Facilities, Services, and Infrastructure Element.

Approved:


Sage Sangiacomo, City Manager

RESOLUTION No. 2022-05**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING THE SUPPORT SERVICES PROGRAM AGREEMENT WITH THE NORTHERN CALIFORNIA POWER AGENCY**

WHEREAS, the City of Ukiah is a member of the Northern California Power Agency (NCPA), a joint action agency providing members with opportunities for joint generating, transmission and other projects, as well as other supporting programs such as scheduling and dispatch services and legislative advocacy services to publicly owned utilities throughout Northern California; and

WHEREAS, the City of Ukiah is a member of NCPA and currently receives benefit from various projects and programs offered at NCPA; and

WHEREAS, NCPA has expanded service offerings to its members by offering additional support services such as joint purchasing, engineering services, transmission and distribution planning, power marketing and analysis, employee training, employment and human relations assistance, customer services and billing, metering and data management, power plant operations, and other forms of assistance and professional services relating to the operation of a publicly owned electric utility, as related to either the generation, transmission, or distribution of electricity or the wholesale or retail operation of such a utility; and

WHEREAS, approval of the attached Support Services Program Agreement (SSPA) between the Northern California Power Agency (NCPA) and the City of Ukiah will provide the opportunity for the City of Ukiah to utilize the benefit of these new services; and

WHEREAS, the SSPA provides that Designated Representatives are responsible for committing to individual service offerings on behalf of a member organization and that the governing board of said member delegate authority to bind the City/member to contractually receive and pay for service offerings in writing through a confirmation process; and

WHEREAS, Staff recommends that the City Council appoints the City Attorney, City Manager and Electric Utility Director as Designated Representatives under the SSPA and authority to them, together, to execute service confirmations for amounts not to exceed \$20,000 per confirmation or such greater amount as may be authorized by City Council action or applicable City ordinance.;

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

- 1) Approves the Support Services Agreement between the Northern California Power Agency and the City of Ukiah and authorizes the City Manager or his delegate to execute the agreement; and
- 2) Appoints the City Attorney, City Manager and Electric Utility Director as Designated Representatives under the SSPA and authority to them, together, to execute service confirmations for amounts not to exceed \$20,000 per confirmation or such greater amount as may be authorized by City Council action or applicable City ordinance.

PASSED, ADOPTED and APPROVED this 19th day of January, 2022 by the following roll call vote:

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



 Jim O. Brown, Mayor

ATTEST:



 Kristine Lawler, City Clerk

NORTHERN CALIFORNIA POWER AGENCY

SUPPORT SERVICES PROGRAM AGREEMENT

SUPPORT SERVICES PROGRAM AGREEMENT

PREAMBLE

This Support Services Program Agreement is entered into as of the 25th day of February, 2016 ("the Effective Date") by and between the Northern California Power Agency, a joint powers agency of the State of California ("NCPA") and those members of NCPA who execute this Agreement (each a "Signatory Member" and together the "Signatory Members"). NCPA and each Signatory Member are referred to individually as a "Party" and together as the "Parties."

RECITALS

A. NCPA and its Members desire to establish a support services program by which NCPA may offer to provide certain support services to the Members from time to time. These support services may include, but are not limited to, joint purchasing, engineering services, transmission and distribution planning, power marketing and analysis, employee training, employment and human relations assistance, customer services and billing, metering and data management, power plant operations and other forms of assistance and professional services relating to the operation of a publicly owned electric utility, as related to either the generation, transmission or distribution of electricity or the wholesale or retail operation of such a utility, all within the scope of the NCPA Joint Powers Agreement ("Support Services").

B. Particular Support Services will from time to time be offered by NCPA to those Signatory Members who choose to accept and pay for such particular Support Services. Such offers will be without any liability on the part of Members of NCPA who are not Signatory Members nor any liability on the part of Signatory Members who do not choose to become a Participating Member with respect to the particular Support Services. A Signatory Member choosing to accept and pay for a particular Support Service will become a "Participating Member" with respect to that Support Service. A Signatory Member is not required to accept any particular Support Services by reason of being a Signatory Member.

C. Support Services shall be broadly construed. Provided, however:

(1) Support Services does not include the procurement of either energy (or the attributes of energy, such as renewable energy credits) which is provided through the Market Purchase Program Agreement, Single Member Services Agreements and the Pooling Agreement.

(2) Support Services does not include procurement of natural gas which is provided through the Natural Gas Program Agreement.

(3) Support Services does not include services provided by NCPA pursuant to third phase agreements relating to generation projects or other project agreements previously or subsequently entered into by NCPA and certain of its Members.

(4) Support Services does not include any on-going services which are to be provided by NCPA to its Members through program agreements. For example, Support Services does not include any legislative and regulatory services provided through the Legislative and Regulatory Affairs Program Agreement.

D. The Signatory Members desire that NCPA negotiate and enter into agreements with third parties to provide the Support Services for the benefit of Participating Members. This Agreement does not authorize NCPA to directly provide Support Services utilizing NCPA's own staff, except in limited circumstances. Such direct provision of Support Services may be provided to one or more Members through either a Single Member Service Agreement or a Professional Services/Operating Agreement as deemed appropriate by NCPA.

E. Each Support Service will be offered by NCPA to all the Signatory Members. Those Signatory Members wishing to accept the offer with respect to a particular Support Service will execute a written confirmation for that Support Service (a "Confirmation") and thereby become a Participating Member with respect to such Support Service. The Participating Members executing a particular Confirmation will pay NCPA the cost of providing the Support Services offered by such Confirmation as detailed in the Confirmation including the cost of developing the Confirmation; Signatory Members not executing a particular Confirmation will have no obligation with respect to the Support Services provided pursuant to that Confirmation.

F. Each Signatory Member, in executing this Agreement, will provide the identity of the Designated Representatives authorized to execute Confirmations on its behalf, and agrees that, subject to such not to exceed dollar limitations as are set forth in its signature page to this Agreement (as such limitations may be amended), any Confirmations executed by such Designated Representatives are binding upon the Signatory Member without further approval by the Signatory Member's Governing Board.

G. NCPA desires to provide, and the Signatory Members desire to secure, Support Services under this Agreement in a manner that balances their operational and economic interests and the interests of other NCPA Members with the ongoing financial viability and professional responsibilities of NCPA. Accordingly, Signatory Members desire to secure Support Services under this Agreement by accepting a limited insurance based recourse against NCPA, with the option of procuring additional insurance at Signatory Members' sole expense, thereby ensuring that NCPA will substantially limit its risk for the provision of such Support Services which, in turn, allocates risks back to the Signatory Members in the event NCPA is not adequately insured.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions and Interpretation.

1.1 Definitions. Whenever used in this Agreement (including in the preamble and recitals hereto), the following terms shall have the means ascribed to them in this section:

“Agreement” means this NCPA Support Services Program Agreement, including all exhibits or schedules attached hereto, as the same may be amended from time to time in accordance with the terms and conditions hereof.

“All Resources Bill” means the single, combined monthly invoice from NCPA to a Participating Member with respect to all NCPA programs and projects.

“Annual Budget” means the budget for the Fiscal Year adopted by the Commission, as it may be amended from time to time.

“Associate Member” means the Plumas-Sierra Rural Electric Cooperative, an associate member of NCPA.

“Business Day” means any day except a Saturday, Sunday or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m., Pacific Time.

“Commission” means the NCPA Commission.

“Confirmation” has the meaning set forth in the recitals hereto.

“Costs” means both (i) the cost billed to NCPA by a third party provider of Support Services, plus (ii) the direct or indirect costs incurred by NCPA in obtaining such Support Services from the third party provider, including development of the Confirmation, administration of any agreements with the third party provider and any over-head costs incurred. Overhead costs shall be determined by NCPA on a Confirmation –by- Confirmation basis. “Costs” shall also include any NCPA direct or indirect costs, including salary, incurred in those limited instances where NCPA directly provides the Support Services under a Confirmation.

“Constitutive Documents” means, with respect to NCPA, the Joint Powers Agreement and any resolutions or bylaws adopted thereunder, and with respect to each Signatory Member, the California Government Code and other statutory provisions applicable to such Signatory Member and any applicable agreements, charters, contracts, or other documents concerning the formation, operation or decision making of such Signatory Member, including, if applicable, its City Charter, and any codes, ordinances, bylaws, and resolutions adopted by such Signatory Member’s Governing Body.

“Defaulting Party” has the meaning set forth in Section 12.1.

“Designated Representatives” means, with respect to NCPA, both its General Manager, and its General Counsel, acting jointly, and with respect to each Signatory Member means both its Utility Director (or an employee or official other than the Utility Director designated by resolution of the Signatory Member’s Governing Board) and its City Attorney or General Counsel, acting jointly.

“Effective Date” has the meaning set forth in the preamble hereof.

“Electric System” means, with respect to each Signatory Member except the San Francisco Bay Area Rapid Transit District (“BART”), all properties and assets, real and personal, tangible and intangible, of the Signatory Member now or hereafter existing, used or pertaining to the generation for resale, transmission, transformation, distribution or sale of electric capacity and energy, or the utilization of such, including all additions, extensions, expansions, improvements and betterments thereto and equipment thereof; provided, however, that to the extent the Signatory Member is not the sole owner of an asset or property or to the extent that an asset or property is used in part for the above described purposes, only the Signatory Member’s ownership interest in such asset or property or only the part of the asset or property used for electric purposes shall be considered to be part of its Electric System. “Electric System” means, with respect to BART, all properties and assets, real and personal, tangible and intangible, of BART now or hereafter existing, used or pertaining to the operation or maintenance of its transportation system, including all additions, extensions, expansions, improvements and betterments thereto and equipment thereof; provided, however, that to the extent BART is not the sole owner of an asset or property or to the extent that an asset or property is used in part for the above described purposes, only BART’s ownership interest in such asset or property or only the part of the asset or property used for transportation system purposes shall be considered to be part of its Electric System.

“Event of Default” shall have the meaning provided in Section 12.1.

“Fiscal Year” means the NCPA fiscal year; currently the twelve month period beginning July 1 and ending on the next-following June 30.

“General Manager” means the General Manager of NCPA.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result of the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region and consistently adhered to by the electric utility industry.

“Governing Board” means with respect to NCPA its Commission, and with respect to each Signatory Member means its city council, board of directors, board of port commissioners, or other duly constituted legislative body having approval authority for contracting and purchasing under the terms of the Constitutive Documents of the Signatory Member.

“Joint Powers Agreement” or “JPA” means that certain Amended and Restated Northern California Power Agency Joint Power Agreement dated as of January 1, 2008, as the same may be amended from time to time.

“Member” means any member of NCPA or any Associate Member of NCPA.

“NCPA” has the meaning set forth in the preamble of this Agreement.

“NCPA Procurement Policies” means those policies for the procurement of goods and services adopted by the Commission, as the same may be amended from time to time.

“NERC” means the North American Electric Reliability Corporation, or its successor in interest as the national electric reliability organization designated by the Federal Energy Regulatory Commission.

“Participating Member” has the meaning set forth in the recitals of this Agreement.

“Party” or “Parties” has the meaning set forth in the preamble of this Agreement.

“Revenues” means, with respect to each Signatory Member with the exception of the San Francisco Bay Area Rapid Transit District (“BART”), all income, rents, rates, fees, charges, and other moneys derived by the Signatory Member from the ownership or operation of its Electric System, including, without limiting the generality of the foregoing: (a) all income, rents, rates, fees, charges or other moneys derived from the sale, furnishing and supplying of electric capacity and energy and other services, facilities, and commodities sold, furnished, or supplied through the facilities of its Electric System; (b) the earnings on and income derived from the investment of such income, rents, rates, fees, charges or other moneys to the extent that the use of such earnings and income is limited by or pursuant to law to its Electric System; and (c) the proceeds derived by the Signatory Member directly or indirectly from the sale, lease or other disposition of all or a part of the Electric System, but the term Revenues shall not include (i) customers’ deposits or any other deposits subject to refund until such deposits have become the property of the Signatory Member, or (ii) contributions from customers for the payment of costs of construction of facilities to serve them. In regard to BART, “Revenues” means all income, rents, rates, fees, charges, grants, fares or tariffs, subventions and other moneys derived by the BART from its operation including, without limiting the generality of the foregoing, (i) the earnings on and income derived from the investment of such income, rents, rates, fees, charges grants, fares or tariffs, subventions or other moneys, and (ii) the proceeds derived by the BART directly or indirectly from the sale,

lease or other disposition of all or a part of its assets, but the term Revenues shall not include any moneys derived from sources the use of which is limited by law to expenditures other than BART operating expenses.

“Security Account” means an account established by NCPA and funded by Participating Members in accordance with Section 7.2, the funds of which are available for use by NCPA with respect to a particular Confirmation in accordance with the terms and conditions herein and those of the particular Confirmation.

“Signatory Member” has the meaning set forth in the preamble hereto.

“Support Services” has the meaning set forth in the recitals of this Agreement .

“Uncontrollable Force” means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control of the Party claiming Uncontrollable Force which could not be avoided through the exercise of Good Utility Practice.

“Utility Director” means, with respect to each Signatory Member with the exception of the San Francisco Bay Area Rapid Transit District (“BART”), the person having administrative charge of and responsibility for the operation and maintenance of the Electric System of a Signatory Member. In regards to BART, “Utility Director” means the person having administrative charge of and responsibility for the procurement of electrical energy for the operation of the BART transportation system.

1.2 Interpretation of Agreement. As used in this Agreement (including the preamble and recitals hereto), unless in any such case the context requires otherwise:

1.2.1 The terms “herein,” “hereto,” “herewith” and “hereof” are references to this Agreement taken as a whole and not to any particular provision; the term “include,” “includes” or “including” shall mean “including, for example and without limitation;” and references to a “Section,” “subsection,” “clause,” or “Exhibit” shall mean a Section, subsection, clause or Exhibit of this Agreement, as the case may be.

1.2.2 All references to a given agreement, instrument or other document shall be a reference to that agreement, instrument or other document as modified, amended, supplemented and restated through the date as of which such reference is made, and reference to a law, regulation or ordinance includes any amendment or modification thereof.

1.2.3 A reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, government, organization or other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns.

1.2.4 The singular shall include the plural and the masculine shall include the feminine, and vice versa.

1.2.5 All references to a “day” shall refer to a calendar day, unless specified as a Business Day.

Section 2. Effectiveness of Agreement; Signature Authority

2.1 Effective Date as to Signatory Member. Following the approval of this Agreement by the Commission, any Member may become a Signatory Member by providing an executed counterpart of this Agreement to NCPA. This Agreement shall become effective as to a given Signatory Member upon the later of the Effective Date and the date on which an executed copy of this Agreement is provided to NCPA. NCPA shall provide a copy of each executed signature page of a Signatory Member to all other Signatory Members.

2.2 Form of Signature Page; Amendment of Designated Representatives and Not to Exceed Dollar Authority. Each Signatory Member signature page shall be in the form attached hereto as Exhibit “A.” Each signature page shall identify the initial Designated Representatives of the Signatory Member and the monetary not to exceed authority for any individual Confirmations for that Signatory Member.

2.2.1 Any Signatory Member may amend its not to exceed authority at any time (either increasing or decreasing such authorities), by providing thirty (30) days written notice of such change to NCPA accompanied by a resolution of the Governing Board of the Signatory Member approving such change in the not to exceed authorities.

2.2.2 Signatory Members shall provide written notice to NCPA upon a change in the identity of either of its Designated Representatives.

Section 3. Support Services Procurement.

3.1 Offers to Procure Support Services. NCPA may, from time to time in its sole discretion, offer to procure one or more Support Services for the Signatory Members. Signatory Members desiring to accept such offer with respect to a particular Support Service shall execute a Confirmation prepared by NCPA for that Support Service and thereby become a Participating Member with respect to such Confirmation and Support Service. Confirmations shall be in substantially the form attached hereto as Exhibit “B,” and as provided in Section 5. Each such Confirmation shall indicate that the particular Support Service will be accomplished by NCPA contracting with a named third party to provide the Support Service, which contract shall thereafter be entered into by NCPA in accordance with the NCPA Procurement Policies. NCPA’s Designated Representatives shall have the authority to execute Confirmations without the further approval of the Commission where the underlying contract with a third party is within the contracting authority of the General Manager as established by the NCPA Procurement Policies. Provided, however, that NCPA may in its sole discretion choose to self-

provide the Support Services, rather than contracting with a third party, where it is providing training, human resources assistance, assistance with NERC or other regulatory compliance, or assistance in the form of student interns to the Signatory Members.

3.2 NCPA Procurement of Support Services. NCPA agrees, upon receipt of a Confirmation executed by the Designated Representatives of one (1) or more Participating Members, to procure the Support Service specified in such Confirmation on behalf of the Participating Member(s). Provided, however, that NCPA may in its discretion decline to provide Support Services unless the number of Participating Members and the extent of participation is acceptable to NCPA.

3.3 NCPA Payment of Costs. NCPA shall pay all Costs incurred in providing Support Services under a particular Confirmation using funds: (a) received from Participating Members during the normal course of monthly billing of Members, with the Costs of each Confirmation itemized on the NCPA All Resources Bill; or (b) as necessary from Security Account funds for that Confirmation, if any, paid to NCPA in accordance with Section 7.2; or (c) such other sources and methods as may be agreed upon in writing by the Parties from time to time or as specified in a particular Confirmation.

Section 4. No Purchase of Energy or Natural Gas; Other Exclusions. Support Services do not include the purchase of natural gas, energy, or any attributes of energy including capacity, reliability or environmental attributes (such as credits, benefits, emissions reductions, offsets, and allowances, however titled). This Agreement and associated Confirmations shall not be utilized for the procurement of natural gas, energy, or any attributes of energy. NCPA shall continue to buy and sell natural gas and energy, or its attributes, on behalf of its Members through other existing agreements, including the Gas Purchase Program Agreement, the Market Purchase Program Agreement, Single Member Service Agreements and the Pooling Agreement. Support Services do not include those items referred to in Recital C.

Section 5. Format of Confirmations; Dollar Not to Exceed Limitations; Amendments

5.1 Format of Confirmations. Confirmations shall generally be in substantially the form provided by Exhibit “B. Confirmations shall define the scope of the particular Support Service to be provided, the means by which NCPA will procure such Support Service, and any other terms on which such Support Services shall be provided, to the extent such terms are not defined by this Agreement.

5.1. The Confirmation shall identify the third party who will provide the Support Services and incorporate by reference the agreement between the third party and NCPA.

5.1.2 Confirmations shall not amend the terms of this Agreement. In the event NCPA and the Participating Members desire to include a provision in a Confirmation inconsistent with this Agreement, such Confirmation shall be effective only if approved by the Governing Boards of all Participating Members and the Commission.

5.2 Dollar Not to Exceed Limitations of Confirmations. Each Confirmation shall include a “not to exceed” amount or dollar limitation, broken down by Participating Member, indicating the maximum amount that each Participating Member shall be required to pay for the Support Services provided under the Confirmation. The “not to exceed” shall not relieve a Participating Member of its obligations under this Agreement, including Sections 7 and 11 hereof.

5.2.1 Except as provided in sections 7.4 (relating to use of Security Accounts) and 7.5 (relating to emergency additions to Security Accounts), no Participating Member shall be required to pay for Costs incurred in excess of its stated limitation on a given Confirmation, unless agreed to by the Participating Members.

5.2.2 Any Participating Member may amend its “not to exceed” amount or dollar limitation for a given Confirmation by providing written notice of the change to NCPA executed by its Designated Representatives.

5.3 Amendment of Confirmations. A Confirmation may be amended with respect to all Participating Members only in writing executed by the signatures of the Designated Representatives of NCPA and the Participating Members. Amendments relating to the “not to exceed” amount or dollar limitation of one or more Participating Members shall be accomplished as provided in subsection 5.2.2.

Section 6. Participating Member Authority to Execute Confirmations. Each Participating Member acknowledges and agrees to be bound by their respective Designated Representatives’ execution of Confirmations without further approval by the Governing Board of the Participating Member or other approvals, and agrees that such execution is in accordance with its Constitutive Documents.

Section 7. Payment Obligations; Confirmation Security Account; Invoicing.

7.1 Payment Obligations. Each Signatory Member agrees to pay NCPA each month its share of Costs specific to each Confirmation for which the Signatory Member is a Participating Member.

Such amounts shall be included by NCPA on the monthly All Resources Bill for each Signatory Member, except to the extent that a given Confirmation provides for a different invoicing mechanism and NCPA agrees thereto.

7.2 Confirmation Security Accounts.

7.2.1 Upon issuance of any Confirmation, NCPA shall determine whether or not a Participating Member deposit to a Security Account for that Confirmation will be required in order to provide the Support Service in question. If so, the amount of the required Security Account deposit shall be

noted on the Confirmation and the Participating Member or Members shall make the required deposits prior to provision of any Support Services pursuant to that Confirmation. Within ten days of NCPA's notice of the amount of the Security Account deposit, the affected Participating Member shall have the option of withdrawing its Confirmation and not receiving the Support Service requested therein.

7.2.2 Periodically, and at least quarterly, NCPA shall review and revise its determination of the security necessary for a particular Confirmation and whether each Participating Member has a sufficient balance in the Security Account for that Confirmation.

To the extent that any Participating Member's balance in the Security Account for the Confirmation is greater than one hundred and ten percent (110%) of the amount required, NCPA shall credit the difference between the balance and the amount required as soon as practicable to the Participating Member's next following All Resource Bill. To the extent that any Participating Member's balance in the Security Account for the Confirmation is less than ninety percent (90%) of the amount required, NCPA shall add the difference between the balance and the ninety percent (90%) as soon as practicable to the Participating Member's next following All Resource Bill, or as necessary, to a special invoice to the Participating Member.

7.3 Security Account in Addition to Other Security Accounts. Any required deposits into a Security Account for a Confirmation pursuant to this Agreement shall be separate from, and in addition to, any security accounts maintained pursuant to other agreements between NCPA and its Members, including but not limited to the Market Purchase Program Agreement, Single Member Services Agreement and the Gas Purchase Program Agreement. Each Security Account for a Confirmation shall be separate from, and in addition to, any Security Account for a different Confirmation.

7.4 Use of Security Account Funds. Security Account funds shall be segregated by Confirmation. NCPA may use any and all funds deposited into the Security Account for a particular Confirmation to pay any Costs it incurs in providing Support Services pursuant to that Confirmation, including making payments to counterparties under any agreement, or for termination payments, requests for assurances by third parties, credit support, payment of claims and related expenses under a Confirmation. Such use shall be without regard to any individual Participating Member's balance in the Security Account or its proportionate share of Confirmation Costs and irrespective of whether NCPA has issued an All Resources Bill or invoice for such Costs to the Participating Members or whether a Participating Member has made timely payments of All Resources Bills or invoices.

If funds deposited into the Security Account are used by NCPA to pay any Costs it incurs with respect to a particular Confirmation, NCPA will maintain a detailed accounting of each Participating Member's shares of funds withdrawn from the Security Account or letter of credit, and upon the collection of all or a part of such withdrawn funds from the applicable Participating Member or Members, NCPA will credit back to each Participating Member the

funds collected in proportion to such non-defaulting Participating Member's share of funds withdrawn from the Security Account.

Funds deposited into a Security Account for a particular Confirmation shall not be used to pay the Costs incurred pursuant to a different Confirmation, nor shall any funds in other security accounts maintained by NCPA and not established pursuant to this Agreement be used.

7.5. Emergency Additions. In the event that the funds are withdrawn pursuant to Section 7.4 of this Agreement, or if the Security Account for a particular Confirmation is insufficient to allow payment of an invoice, demand, request for further assurances or claims by third parties with respect to a particular Confirmation, NCPA shall notify all Participating Members for that Confirmation and then prepare and send a special or emergency assessment to the Participating Members. Each Participating Member shall pay to NCPA such assessment when and if assessed by NCPA within ten (10) days of the invoice date of the assessment. NCPA shall maintain a detailed accounting of each Participating Member's deposits into and shares of withdrawals from the Security Account for the particular Confirmation.

7.6. Interest on Security Accounts. Monies on deposit in the Security Accounts created pursuant to this Agreement shall be invested by NCPA in accordance with the investment policy adopted by the NCPA Commission. Interest earned (or losses sustained) on the Security Accounts shall be proportionately credited to the Participating Members in accordance with each Participating Member's Security Account obligations.

7.7. Return of Funds in Security Accounts. Upon the completion of the provision of Support Services under a particular Confirmation, or upon a permitted withdrawal of a Participating Member from a Confirmation, NCPA shall return the share of affected Security Account funds within ninety (90) days. Provided, however, that NCPA shall, in its sole discretion, as determined by the General Manager, estimate the then outstanding liabilities of the Participating Members including any estimated contingent liabilities and shall retain all such funds until all such liabilities have been fully paid or otherwise satisfied in full.

Section 8. Invoicing.

8.1. Invoices. As part of the All Resources Bill or by separate special invoice, as required in the circumstances, NCPA will issue an invoice to each Signatory Member for the fixed Support Services Program Agreement Costs as provided in Section 7.1 and its proportionate share of the Costs of any Confirmation as to which it is a Participating Member.

8.2. Payment of Invoices. All non-emergency invoices delivered by NCPA in the normal course of billing hereunder (including the All Resources Bill) are due and payable on the date indicated on such invoice, but in any event no later than thirty (30) days following receipt thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day. NCPA may apply a Participating Member's share of an applicable Security Account to the payment of all or any portion of an invoice issued to such Participating Member, provided that application of such funds from a Security Account relating

to a particular Confirmation shall not relieve the Participating Member from any late payment charges pursuant to Section 8.3. To the extent that NCPA applies funds from the Security Account to pay an amount due under an invoice, following receipt of payment of such invoice by the relevant Participating Member, NCPA shall deposit the relevant portion of the payment into the Security Account and credit such deposit to such Participating Member. Emergency invoices shall be due as indicated in Section 7.5.

8.3 Late Payments. Any amount due and not timely paid by a Signatory Member shall bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%), or (ii) the maximum rate permitted by law.

Section 9. Settlement Data and Examination of Books and Records; Signatory Member Covenants.

9.1 Settlement Data. NCPA will make settlement data available to the Participating Members. Procedures and formats for the provision of such data will be as established by the NCPA Commission from time to time.

9.2 Records.

9.2.1 NCPA Books and Records. NCPA shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for the Support Services or expenditures or disbursements to the Signatory Members for a minimum of three (3) years, or for any longer period required by law, from the date of their payment.

9.2.2 Examination of Books and Records. Any Signatory Member shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement, including but not limited to (a) those required to be kept by Section 9.2.1 and (b) those required by NCPA to be kept by any third party provider of Support Services, at any reasonable, mutually agreed upon time.

9.2.3 Ownership of Records. Except as otherwise provided in a particular Confirmation, all reports, reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that NCPA prepares or obtains for a Participating Member pursuant to a Confirmation and that relate to the matters covered hereunder shall be the property of the Participating Member. NCPA hereby agrees to deliver those documents to the Participating Member upon termination of the Confirmation to which they refer. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Participating Member and are not necessarily suitable for any future or other use. Participating Member and NCPA agree that, until final approval by Participating Member, all data, plans, specifications, reports and other documents are confidential and will not be released to third

parties without prior written consent of the parties to a Confirmation, except as may otherwise be required by applicable law.

9.3 Signatory Member Covenants. Each Signatory Member covenants and agrees: (i) to continue to pay or advance to NCPA, from its Revenues all payments required under this Agreement; (ii) to make payments to NCPA under this Agreement where NCPA has incurred Costs or is obligated to pay a third party with respect to a Confirmation whether or not there is an interruption in, interference with, or reduction or suspension of Support Services provided under this Agreement, such payments not being subject to any reduction, whether by offset or otherwise, and regardless of whether any dispute exists provided such interruption, interference or reduction in Support Services is caused by forces constituting an Act of God and not reasonably contemplated by the Parties; and (iii) to operate its Electric System and the business in connection therewith in an efficient manner and at reasonable cost and to maintain its Electric System in good repair, working order, and condition.

Section 10. Administration of Agreement.

10.1 General. The NCPA Commission has sole overall responsibility and authority for the administration of this Agreement. Any acts, decisions or approvals taken, made or sought by NCPA under this Agreement shall be taken, made or sought, as applicable, in accordance with NCPA's Constitutive Documents.

10.2 Withdrawal of Signatory Member. A Signatory Member may voluntarily withdraw from this Agreement at any time by providing two (2) year's advance written notice to NCPA and the other Signatory Members. A withdrawing Signatory Member shall reimburse NCPA for any and all Costs resulting from the withdrawal including the legal, accounting and administrative costs of winding up and assuring the complete satisfaction and discharge of the withdrawing Signatory Member's obligations. A withdrawing Signatory Member will continue to be liable for any Costs or on-going obligations relating to a Confirmation as to which that withdrawing Signatory Member is a Participating Member, and withdrawal from any given Confirmation shall be permitted only in accordance with the terms of the particular Confirmation. A withdrawing Signatory Member shall not be liable for Costs under a Confirmation, subsequent to the effective date of the Signatory Member's withdrawal and if unrelated to Support Services provided under the Confirmation to that withdrawing Signatory Member.

10.3 Termination of Agreement by NCPA. NCPA may terminate this Agreement at any time upon six (6) month's written notice to the Signatory Members. Any such termination shall not affect any on-going obligations of NCPA relating to Confirmations then in effect, provided that no additional Confirmations shall be offered to the Signatory Members by NCPA after the six month notice of termination has been provided to them by NCPA.

10.4 Termination by Signatory Members. Upon the occurrence of an Event of Default where NCPA is the Defaulting Party, and following the applicable cure periods, one or more Signatory Members may, without limiting their other rights or remedies available under this

Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action the Signatory Members may have against NCPA, terminate this Agreement in whole, subject to the provisions of Section 12.6.4. Termination by one Signatory Member shall not affect the validity of the Agreement as to other Signatory Members.

Section 11. Insurance, Defense and Indemnity Obligations

11.1 Limitation of NCPA Liability. Except as otherwise provided in this Section 11, NCPA shall not at any time be liable for any injury or damage occurring to a Participating Member or any other person or property from any cause whatsoever arising out of this Agreement or any Confirmation entered into pursuant to this Agreement.

11.2 Limited Right of Recourse. The provisions of Section 11.1 shall not apply where the injury or damage is to a Participating Member and is caused by the active negligence of NCPA or of any employee, agent or contractor of NCPA, provided, however, that any liability under this subsection is limited to the extent of the actual coverage and coverage limits of the insurance policies described in this Section 11.

11.2.1 Reimbursement of NCPA Deductibles. Notwithstanding Section 11.2 above, the applicable Participating Member agrees to reimburse NCPA, in a timely manner, for all deductibles or and/or self-insured retentions payable by NCPA for any claim, liability, or damage arising out of this Agreement or any Confirmation entered into pursuant to this Agreement.

11.3 Indemnity Obligation of Participating Members. Except as provided in Section 11.2 above, each Participating Member as to the particular Confirmation involved shall, at its sole cost and expense, indemnify and hold harmless NCPA, and its Members, and their respective officers, agents and employees (“Indemnitees”) from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including reasonable attorneys’ fees), which may be imposed upon, incurred by or be asserted against the Indemnitees arising out of this Agreement or any Confirmation entered into pursuant to this Agreement.

11.4 Defense Obligation of Participating Members. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Participating Members as to the Confirmation involved shall, upon reasonable prior written notice from any of the Indemnitees, at Participating Member’s sole cost and expense, resist and defend the same with legal counsel mutually selected by Indemnitee and the Participating Member or Members, unless mutual selection of counsel is expressly prohibited by an applicable insurance policy; provided however, that neither Indemnitee nor Participating Member shall admit liability in any such matter or on behalf of the other without express written consent, which consent shall not be unreasonably withheld or delayed, nor enter into any compromise or settlement of any claim for which Indemnitees are indemnified hereunder without prior express written consent. The Participating

Member's duty to defend shall begin upon receipt of a written notice identifying with specificity the allegations that give rise to this duty to defend.

11.5. Notice of Claims Required. The Parties shall give each other prompt written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 11.

11.6 NCPA Obligation to Maintain Insurance. During the term of the Agreement and prior to providing Support Services under any Confirmation issued pursuant to this Agreement, NCPA shall maintain, or cause to be maintained, in full force and effect, and at its sole cost and expense, the types and limits of insurance as are annually approved by the governing Commission of NCPA.

11.7 Participating Member Insurance. The Signatory Members acknowledge that there are significant limits on NCPA's liability under the this section 11 and that upon becoming a Participating Member as to one or more Confirmations, the Participating Member may wish to purchase additional insurance of its own to cover the additional risks and the potential additional liabilities it is assuming under this Agreement and Confirmations entered into pursuant to this Agreement. Each Participating Member will, with respect to any additional insurance it obtains or which is otherwise available to it, cause its insurers to issue an endorsement providing a waiver of subrogation rights as to the Indemnitees.

11.8 Survival of Obligations. The defense and indemnity obligations of this Section 11 shall survive the termination of this Agreement.

Section 12. Default and Remedies.

12.1 Events of Default. An Event of Default under this Agreement shall exist upon the occurrence of any one or more of the following by a Party in default of its obligations hereunder ("Defaulting Party"):

- (i) if any Signatory Member or Participating Member fails to make any payment due hereunder or to provide assurances as required of NCPA under a Confirmation when due hereunder within two (2) Business Days after receipt of notice given by NCPA of such non-payment; or
- (ii) the failure of a Signatory Member to perform any other covenant or obligation under this Agreement where such failure is not cured within ten (10) calendar days following receipt of a notice from NCPA demanding cure (provided that this shall not apply to any failure to make payments (which is covered by Section 12.1 (i)); or
- (iii) if any representation or warranty of a Signatory Member material to the transactions contemplated hereby shall prove to have been incorrect in any material respect when made and the Signatory Member does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and

correct within ten (10) calendar days of the date of receipt of notice from any other Party demanding cure; or

(iv) if a Signatory Member is in default or in breach of any of its covenants under any other agreement with NCPA and such default or breach is not cured within the time periods specified in such agreement; or

(v) the failure of NCPA to perform any covenant or obligation under this Agreement following a ten (10) calendar day notice to cure by any non-defaulting Signatory Member.

12.2 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied within the time period specified in Section 12.1 above, as may be applicable, after written notice has been sent to the Defaulting Party from NCPA or a non-defaulting Signatory Member specifying the default and demanding that the same be remedied; provided, however, that the failure of a Party to provide such notice shall not be deemed a waiver of such default.

12.3 Participation Rights Of Defaulting Signatory Member. Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default and until such Event of Default is cured, the Signatory Member that is the Defaulting Party shall not have the right to participate under any additional Confirmations.

12.4 Remedies in the Event of Default.

12.4.1 Remedies of NCPA. Upon the occurrence of an Event of Default where a Signatory Member is the Defaulting Party, without limiting its other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action NCPA may have against the Defaulting Party Participant, NCPA may: (i) suspend the provision of Support Services under this Agreement or any Confirmation issued pursuant to this Agreement to such Defaulting Party until the Event of Default is cured; (ii) demand that the Defaulting Party provide further assurances to compel the correction of the default, including the collection of a surcharge, or such other actions as may be necessary to produce Revenues to secure the cure of the Event of Default; and (iii) terminate this Agreement or any Confirmation as to the Defaulting Party, following the expiration of any applicable cure period pursuant to section 12.1, on ten (10) calendar days' prior written notice to the Defaulting Party.

12.4.2 Remedies of Signatory Members. Upon the occurrence of an Event of Default where NCPA is the Defaulting Party, and following the applicable cure periods pursuant to section 12.1, one or more Signatory Members may, without limiting their other rights or remedies available under this Agreement, at law or in equity, and without constituting or resulting in a waiver, release or estoppel of any right, action or cause of action they may have against NCPA, terminate this Agreement as to themselves and without affecting the validity of the Agreement as to other Signatory Members, subject to the provisions of Section 12.6.4.

12.5 Special Covenants Regarding Security Accounts. In the event that a Participating Member's balance in a required Security Account is insufficient to cover all invoices for Costs incurred under this Agreement sent to such Participating Member, then, without limiting NCPA's other rights or remedies available under this Agreement, at law or in equity, such Participating Member shall cooperate in good faith with NCPA and shall cure the deficit as rapidly as possible, on an emergency basis, taking all such action as is necessary, including, but not limited to, raising rates and charges to its customers to increase its Revenues to replenish its share of the Security Accounts as provided herein, drawing on its cash-on-hand and lines of credit, obtaining further assurances by way of credit support and letters of credit, and taking all such other action as will cure the default with all due haste.

12.6 Effect of Termination or Suspension.

12.6.1 Generally. The suspension or termination of this Agreement will not terminate, waive, or otherwise discharge any ongoing or undischarged contingent liabilities or obligations arising from this Agreement until such obligations are satisfied in full, and all of the Costs incurred by NCPA in connection with such suspension or termination, including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, other costs and expenses that NCPA is entitled to recover under this Agreement, and other reasonable and necessary costs associated with any and all of the remedies, are paid in full.

12.6.2 Suspension by NCPA. If performance of all or any portion of this Agreement is suspended by NCPA with respect to a Signatory Member in accordance with Section 12.4.1(i) such Signatory Member shall pay any and all Costs incurred by NCPA as a result of such suspension including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such suspension and any portion of the Costs that were not recovered from such Signatory Member as a result of such suspension.

12.6.3 Termination by NCPA. If this Agreement is terminated by NCPA with respect to a Signatory Member in accordance with Section 12.4.1(iii) such Signatory Member shall pay any and all Costs incurred by NCPA as a result of such termination, including reasonable attorney fees, the fees and expenses of other experts, including auditors and accountants, other reasonable and necessary costs associated with such termination and any portion of the Costs that were not, or will not be, recovered from such Signatory as a result of such termination; provided, however, if NCPA terminates this Agreement with respect to the last remaining Signatory Member, then this Agreement shall terminate.

12.6.4 Termination by Signatory Members. If this Agreement is terminated by all Signatory Members in accordance with Section 10.4, or by unanimous consent of all of the Parties hereto, then the Signatory Members shall pay to NCPA all previously unpaid Costs incurred as of the date of such termination. The Signatory Members shall indemnify NCPA for any costs incurred in connection with such termination, including reasonable attorney fees, fees

and expenses of other experts, including auditors and accountants and other reasonable and necessary costs. If the Parties are unable to reach agreement as to the foregoing, then the Parties agree to submit the matter to mediation with a mutually agreed upon mediator. If the Parties are still unable to reach agreement following mediation, then the matter shall be submitted to binding arbitration subject to the rules of the American Arbitration Association, the costs of such arbitration being borne equally among the Signatory Members.

Section 13. Uncontrollable Forces.

13.1 Uncontrollable Force In General. Obligations of the Parties, other than those to pay money when due, shall be excused for so long as and to the extent that failure to perform such obligations is due to an Uncontrollable Force; provided, however, that if a Party is unable to perform due to an Uncontrollable Force, such Party shall exercise due diligence to remove such inability with reasonable dispatch. Nothing contained in this Agreement shall be construed as requiring a Party to settle any strike, lockout, or labor dispute in which it may be involved, or to accept any permit, certificate, contract, or any other service agreement or authorization necessary for the performance of this Agreement or any Confirmations issued pursuant to this Agreement which contains terms and conditions which a Party determines in its good faith judgment are unduly burdensome or otherwise unacceptable.

13.2 Each Party shall notify the others promptly, by telephone to the other Parties' operating personnel as applicable and to the parties' Designated Representatives upon becoming aware of any Uncontrollable Force which may adversely affect the performance under this Agreement or any Confirmation entered into pursuant to this Agreement. A Party shall additionally provide written notice to any affected Parties within 24 hours after providing. Each Party shall notify the others promptly, when an Uncontrollable Force has been remedied or no longer exists.

Section 14. Dispute Resolution.

14.1 Informal Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, Signatory Members and NCPA agree to resolve the dispute in accordance with the following:

14.1.1 Each Party shall designate a senior management or executive level representative to negotiate any dispute;

14.1.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

14.1.3 If the issue remains unresolved after thirty (30) days of good faith negotiations, despite having used their best efforts to do so, either Party may pursue arbitration pursuant to Section 14.2.

14.2 Arbitration. In the event that a dispute is unresolved following the informal dispute resolution process established in Section 14.1, either Party may, within sixty (60) days of the termination of such informal dispute resolution process, initiate binding arbitration to resolve such dispute. Disputes shall be arbitrated pursuant to the Commercial Arbitration and Mediation Rules of the American Arbitration Association. The costs of arbitration shall be equally shared by the Parties, and the Parties shall bear their own attorneys' fees. The arbitrator shall have no authority to amend this Agreement or any Confirmation.

14.3 Claims. This informal resolution process is not intended to nor shall it be construed to, change the time periods for filing a claim or action specified by Government Code § 900, *et seq.*

Section 15. Miscellaneous

15.1 Compliance with Applicable Laws. NCPA and any subcontractors shall comply with all laws applicable to the performance or provision of the Support Services hereunder.

15.2 Other Governmental Regulations. To the extent that this Agreement or any Confirmation entered into pursuant to this Agreement may be funded by fiscal assistance from another governmental entity, NCPA and any subcontractors shall comply with all applicable rules and regulations to which Participating Members are bound by the terms of such fiscal assistance program.

15.3 Licenses and Permits. NCPA represents and warrants to Participating Members that NCPA and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. NCPA represents and warrants to Participating Members that NCPA and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

15.4 Independent Contractor. At all times during the term of this Agreement, NCPA shall be an independent contractor and shall not be an employee of any Participating Member. A Participating Member shall not have the right to control the means by which NCPA accomplishes Support Services rendered pursuant to this Agreement and the Confirmations entered into pursuant to this Agreement. Notwithstanding any other agency, state, local or federal policy, rule, regulation, law, or ordinance to the contrary, NCPA and any of its employees, agents, and subcontractors providing Support Services under this Agreement and the Confirmations entered into pursuant to this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by any Participating Member, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of a Participating Member and entitlement to any contribution to be paid by a Participating Member for employer contributions and/or employee contributions for PERS benefits.

15.5 Confidentiality. The Parties will keep confidential all confidential or trade secret information made available to them in connection with this Agreement (including all Confirmations entered into pursuant to this Agreement), to the extent possible, consistent with applicable laws, including the California Public Records Act. It shall be the responsibility of the holder of the claim of confidentiality or trade secret to defend at its expense against any request that such information be disclosed. Confidential or trade secret information shall be marked or expressly identified as such.

15.6 Liabilities of Signatory Members.

15.6.1 No Signatory Member shall be liable under this Agreement for the obligations of any Confirmation as to which it is not a Participating Member. Notwithstanding the foregoing, the Parties acknowledge that any debts or obligations entered into by NCPA pursuant to this Agreement not connected with any Confirmation shall be jointly and severally borne by them as Signatory Members, and not by non-Signatory Members of NCPA, pursuant to Article IV, Section 3(b) of the Joint Powers Agreement.

15.6.2 Each Participating Member shall be solely responsible and liable for performance of its own obligations under this Agreement as to those Confirmations under which it has chosen to receive Member Services. The obligation of each Participating Member under a given Confirmation is a several obligation and not a joint obligation with those other Participating Members with respect to a given Confirmation, subject to the authority of NCPA pursuant to section 7 to utilize Security Account funds if necessary for a given Confirmation regardless of the Participating Member which provided such Security Account funds.

15.7 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPATING OR SIGNATORY OR OTHER MEMBER OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS ARISING FROM THIS AGREEMENT OR ANY CONFIRMATION ENTERED INTO PURSUANT TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH SIGNATORY MEMBER EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF NCPA AND ITS MEMBERS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this section of this Agreement shall be fully enforceable despite its reference to future or unknown claims and its application to future and unknown Confirmations.

15.8 Amendments. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

15.9 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, including application to any particular Confirmation, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

15.10 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

15.11 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

15.12 Notices. Any notice, demand or request required or authorized by this Agreement or any Confirmation entered into pursuant to this Agreement, to be given to any Party shall be in writing. They shall either be personally delivered to a Signatory Member's Designated Representatives and to the Secretary of the Commission or transmitted to the Signatory Member's Designated Representatives and to the Secretary of the Commission at the addresses shown on the signature pages hereof by U.S. mail, first class postage prepaid. The designation of such address may be changed at any time by written notice given to the Secretary of the Commission who shall thereupon give written notice of such change to each Participant. Notices shall be deemed received upon delivery or three (3) days after mailing.

15.13 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms as to that Party.

15.14 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without

impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

15.15 No Assignment. Except as otherwise provided in a particular Confirmation, no Signatory Member may assign or otherwise transfer any other rights and obligations under this Agreement without the express written consent of NCPA.

15.16 Venue. In the event that a Party brings any action under this Agreement or any Confirmation issued pursuant to this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

15.17 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement or any Confirmation issued pursuant to this Agreement, the Parties shall bear their own attorneys' fees.

15.18 Interpretation. Each Party to this Agreement is sophisticated in the operation of electric utilities, and operates a publicly owned Electric System. Each Party to this Agreement was represented by counsel during the negotiation of this Agreement. Hence, this Agreement and all Confirmations issued pursuant to this Agreement shall be interpreted as being equally drafted by all Parties and without reference to Civil Code Section 1654 requiring interpretation against Parties causing an ambiguity.

15.19 No Third Party Beneficiaries. Except as otherwise provided in a particular Confirmation to the contrary, nothing contained in this Agreement or any Confirmation issued pursuant to this Agreement is intended by the Parties, nor shall any provision of this Agreement or any Confirmation issued pursuant to this Agreement be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Agreement or any Confirmation issued pursuant to this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement or any Confirmation issued pursuant to this Agreement.

15.20 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement or any Confirmation does not constitute a waiver of any other breach of that term or any other term of this Agreement or Confirmation.

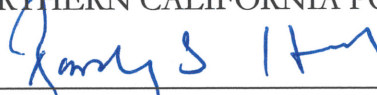
15.21 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

15.22 Conflict of Interest. NCPA shall not employ any Participating Member official or employee to perform Support Services for that Participating Member. No officer or employee of Participating Member shall have any financial interest in this Agreement or any Confirmation entered into pursuant to this Agreement that would violate California Government Code Sections 1090 *et seq.*

15.23 List of Exhibits. The Exhibits referenced herein are incorporated by this reference. They shall be denoted as follows:
Exhibit "A": Form of Signatory Member execution page including designation of Designated Representatives and purchasing amount limitations.
Exhibit "B": Form of Confirmation.

IN WITNESS WHEREOF, each Signatory Member has executed this Agreement with the approval of its Governing Body, and NCPA has authorized execution of this Agreement by its General Manager in accordance with the authorization of its Commission.

NORTHERN CALIFORNIA POWER AGENCY

By: 
Randy S. Howard, General Manager

Attest:

Cary Padgett, Assistant Secretary to the Commission

Approved as to Form:
By: 
Michael F. Dean, General Counsel

**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

City of Ukiah _____ [Name of NCPA Member Agency]

- Utility Director
Cindy Sauers

2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed \$ 20,000.00 .

By: _____ [Signature of person executing]
Its: Sage Sangiacomo, City Manager [Title of person executing]

Its: Kristine Lawler, City Clerk [Signature of Person Attesting to Approval]
[Title of Person Attesting]

By: _____
Title: David Rapport, City Attorney

EXHIBIT "B"

**NCPA Services Program Agreement Form of Confirmation:
CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM
AGREEMENT**

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Members for this Confirmation are:

3. NCPA agrees to provide the following Support Services to the Participating Members:

The Support Services will be contracted for by NCPA with _____ using an agreement in substantially the form attached to this Confirmation.

4. The Participating Members executing this Confirmation agree to pay for the Support Services in the not to exceed amounts specified in this Confirmation and in accordance with the provisions of the Support Services Program Agreement:

5. A Security Account deposit [is not required for this Confirmation/is required for this Confirmation in the amount of \$ _____]

Participating Member _____ NORTHERN CALIFORNIA POWER AGENCY

By: _____

By its Designated Representatives:

_____ Randy S. Howard, General Manager
and

_____ Attest:

Cary Padgett,
Assistant Secretary to the Commission

Approved as to Form:

By: _____

General Counsel

2507645.12

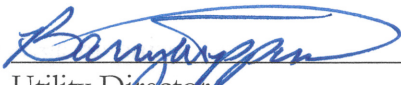
EXHIBIT "A"

**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

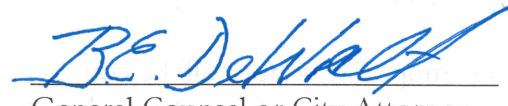
The Support Services Program Agreement is hereby approved, executed and joined by the following NCPA Member as a Signatory Member:

Redding [Name of NCPA Member Agency]

1. The initial Designated Representatives of the Signatory Member who are jointly authorized to execute Confirmations on behalf of the Signatory Member are:



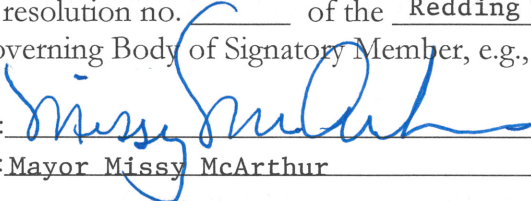
Utility Director
Barry Tippin

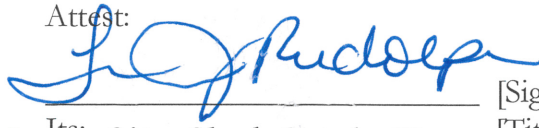


General Counsel or City Attorney
Barry E. DeWalt

2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed \$ 125,000.00 .

The NCPA Support Services Program Agreement was approved on April 19 , 20 16 by resolution no. _____ of the Redding City Council [Name of Governing Body of Signatory Member, e.g., "city council" or "board of directors"].

By:  [Signature of person executing]
Its: Mayor Missy McArthur [Title of person executing]

Attest:
 [Signature of Person Attesting to Approval]
Its: City Clerk Pamela Mize [Title of Person Attesting]

Approved as to Form:

By: _____
Title: _____

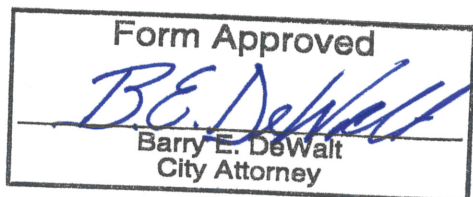


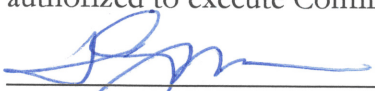
EXHIBIT "A"

**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

The Support Services Program Agreement is hereby approved, executed and joined by the following NCPA Member as a Signatory Member:

PORT OF OAKLAND [Name of NCPA Member Agency]

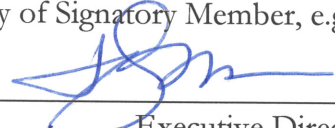
1. The initial Designated Representatives of the Signatory Member who are jointly authorized to execute Confirmations on behalf of the Signatory Member are:


Chris Lytle, Executive Director


for Danny Wan, General Counsel

2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed \$ 150,000 .

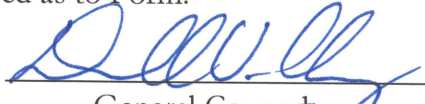
The NCPA Support Services Program Agreement was approved on April 14,, 2016 by resolution no. 16-45 of the Board of Port Commissioners [Name of Governing Body of Signatory Member, e.g., "city council" or "board of directors"].

By:  Chris Lytle [Signature of person executing]
Its: Executive Director [Title of person executing]

Attest:

 John Betterton [Signature of Person Attesting to Approval]
Its: Secretary to the Board [Title of Person Attesting]

Approved as to Form:

By: 
Title: General Counsel
Deputy Port Attorney

PA# 2016-305

EXHIBIT "A"

**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

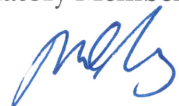
The Support Services Program Agreement is hereby approved, executed and joined by the following NCPA Member as a Signatory Member:

City of Santa Clara [Name of NCPA Member Agency]

1. The initial Designated Representatives of the Signatory Member who are jointly authorized to execute Confirmations on behalf of the Signatory Member are:



City Manager

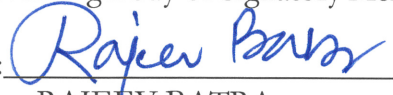


General Counsel or City Attorney

2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed \$ 150,000.

The NCPA Support Services Program Agreement was approved on May 24, 2016, by resolution no. 16-8327 of the Santa Clara City Council [Name of

Governing Body of Signatory Member, e.g., "city council" or "board of directors"].

By:  [Signature of person executing]
RAJEEV BATRA

Its: Acting City Manager [Title of person executing]

Attest: 

Its: City Clerk [Title of Person Attesting]

Approved as to Form:

By: 

Title: City Attorney

EXHIBIT "A"

**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

The Support Services Program Agreement is hereby approved, executed and joined by the following NCPA Member as a Signatory Member:

CITY OF ALAMEDA DBA ALAMEDA MUNICIPAL POWER

1. The initial Designated Representatives of the Signatory Member who are jointly authorized to execute Confirmations on behalf of the Signatory Member are:



AMP General Manager
Elizabeth Warmerdam, Interim



AMP General Counsel
Alan M. Cohen

2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed **\$ 75,000.**

The NCPA Support Services Program Agreement was approved on June 8, 2016 by City of Alameda Resolution No. 15154.

By: 

Elizabeth Warmerdam, Interim General Manager

Attest:



Lara Weisiger, City Clerk

Approved as to Form:

By: 

Title: Janet C. Kern, City Attorney

EXHIBIT "A"

**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

The Support Services Program Agreement is hereby approved, executed and joined by the following NCPA Member as a Signatory Member:

CITY OF BIGGS [Name of NCPA Member Agency]

1. The initial Designated Representatives of the Signatory Member who are jointly authorized to execute Confirmations on behalf of the Signatory Member are:

MARK SORENSEN
Utility Director

Gregory P. Einhorn
General Counsel or City Attorney

2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed \$ 125,000.

The NCPA Support Services Program Agreement was approved on Aug 09, 2016 by resolution no. _____ of the CITY COUNCIL [Name of Governing Body of Signatory Member, e.g., "city council" or "board of directors"].

By: [Signature] [Signature of person executing]
Its: CITY ADMINISTRATOR [Title of person executing]

Attest:

Robert Dawson [Signature of Person Attesting to Approval]
Its: City Clerk [Title of Person Attesting]

Approved as to Form:

By: [Signature]
Title: City Attorney

EXHIBIT "A"

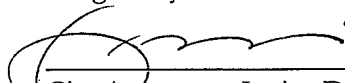
**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

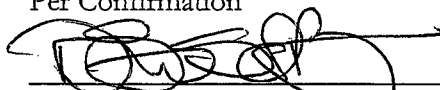
The Support Services Program Agreement is hereby approved, executed and joined by the following NCPA Member as a Signatory Member:

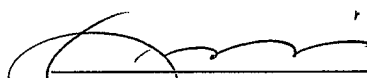
THE CITY OF LODI

1. The initial Designated Representatives of the Signatory Member who are jointly authorized to execute Confirmations on behalf of the Signatory Member are:


Utility Director – Elizabeth Kirkley
Authorized for Not More Than \$15,000
Per Confirmation


City Attorney – Janice D. Magdich


City Manager – Steve Schwabauer
Authorized for Not More Than \$20,000
Per Confirmation


City Attorney – Janice D. Magdich

2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed the dollar amounts specified above.

The NCPA Support Services Program Agreement was approved on September 7, 2016 by Resolution no. 2006-1162 of the Lodi City Council.

By: Jennifer M. Ferraiolo [Signature of person executing]
Its: City Clerk [Title of person executing]

Attest:

By: Jennifer M. Ferraiolo
Jennifer M. Ferraiolo
Its: City Clerk

Approved as-to Form:

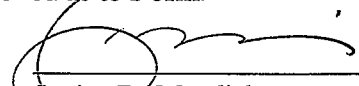
By: 
Janice D. Magdich
Title: City Attorney

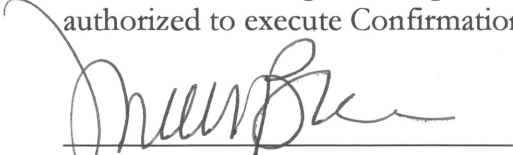
EXHIBIT "A"

**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

The Support Services Program Agreement is hereby approved, executed and joined by the following NCPA Member as a Signatory Member:

City of Roseville [Name of NCPA Member Agency]

1. The initial Designated Representatives of the Signatory Member who are jointly authorized to execute Confirmations on behalf of the Signatory Member are:



Utility Director
Michelle Bertolino

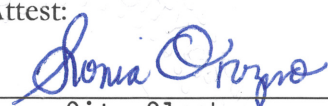


General Counsel or City Attorney
Robert Schmitt

2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed \$ 50,000 .

The NCPA Support Services Program Agreement was approved on October 5, 2016
by resolution no. 16-428 of the Roseville City Council [Name of
Governing Body of Signatory Member, e.g., "city council" or "board of directors"].

By:  [Signature of person executing]
Its: City Manager [Title of person executing]

Attest:
 [Signature of Person Attesting to Approval]
Its: City Clerk [Title of Person Attesting]

Approved as to Form:

By: 
Title: City Attorney

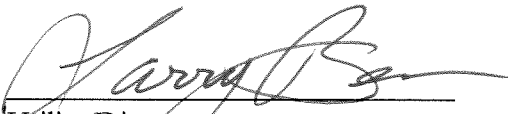
EXHIBIT "A"

**NORTHERN CALIFORNIA POWER AGENCY
SUPPORT SERVICES PROGRAM AGREEMENT
Signatory Member Execution Page**

The Support Services Program Agreement is hereby approved, executed and joined by the following NCPA Member as a Signatory Member:

City of Lompoc [Name of NCPA Member Agency]

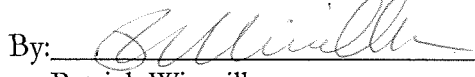
1. The initial Designated Representatives of the Signatory Member who are jointly authorized to execute Confirmations on behalf of the Signatory Member are:


Utility Director
Larry Bean


City Attorney
Joseph W. Pannone

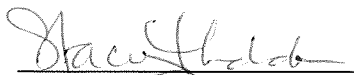
2. The Designated Representatives are authorized to jointly execute any given individual Confirmation for Support Services on behalf of the Signatory Member which does not exceed \$ 125,000.

The NCPA Support Services Program Agreement was approved on November 15, 2016 by resolution no. 6078(16) of the City of Lompoc City Council [Name of Governing Body of Signatory Member, e.g., "city council" or "board of directors"].

By:  [Signature of person executing]
Patrick Wiemiller

Its: City Manager [Title of person executing]

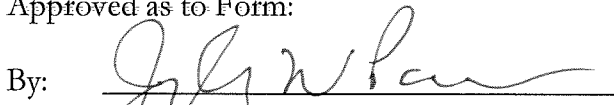
Attest:

 [Signature of Person Attesting to Approval]

Stacey Haddon

Its: City Clerk [Title of Person Attesting]

Approved as to Form:

By: 
Joseph W. Pannone

Title: City Attorney

CERTIFIED COPY

RESOLUTION NO. 6078(16)

**A Resolution of the City Council of the City of Lompoc,
County of Santa Barbara, State of California,
Approval of Support Services Program Agreement with
the Northern California Power Agency**

WHEREAS, City of Lompoc (City) is a member of the Northern California Power Agency (NCPA), a joint action agency providing members with opportunities for joint generating, transmission and other projects, as well as other supporting programs such as scheduling and dispatch services and legislative advocacy services to publicly owned utilities throughout Northern California; and

WHEREAS, City is a member of NCPA and currently receives benefit from various projects and programs offered at NCPA; and

WHEREAS, NCPA is expanding service offerings to its members by offering additional support services such as joint purchasing, engineering services, transmission and distribution planning, power marketing and analysis, employee training, employment and human relations assistance, customer services and billing, metering and data management, power plant operations, and other forms of assistance and professional services relating to the operation of a publicly owned electric utility, as related to either the generation, transmission, or distribution of electricity or the wholesale or retail operation of such a utility; and

WHEREAS, approval of the attached Support Services Program Agreement (SSPA) between NCPA and the City will provide the opportunity for the City to utilize the benefit of those new services; and

WHEREAS, the SSPA provides Designated Representatives are responsible for committing to individual service offerings on behalf of a member organization and that the governing board of said member delegate authority to bind the City/member to contractually receive and pay for service offerings in writing through a confirmation process; and

WHEREAS, Staff recommends the City Council approve the SSPA and appoint the City Attorney and the Utilities Director as Designated Representatives under the SSPA and be delegated the authorities outlined in said agreement for amounts not to exceed \$125,000 per confirmation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMPOC, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council approves the Support Services Program Agreement between NCPA and the City and authorizes the City Manager or his delegate to execute the agreement; and

SECTION 2. The City Council appoints the City Attorney and the Utilities Director as Designated Representatives under the SSPA and delegates all authority to them to executive service confirmations for amounts not to exceed \$125,000 per confirmation for services under the SSPA; and

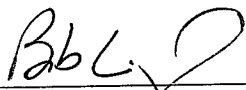
SECTION 3. Effective Date. Resolution is effective on the day of its adoption.

The foregoing Resolution was proposed by Council Member Holmdahl, seconded by Council Member Vega, and duly passed and adopted by the Council of the City of Lompoc at its regular meeting on November 15, 2016, by the following vote:

AYES: Council Member(s): DeWayne Holmdahl, Victor Vega, James Mosby, and Mayor Bob Lingl.

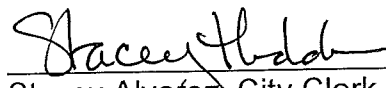
NOES: Council Member(s): None

ABSENT: Council Member(s): Dirk Starbuck



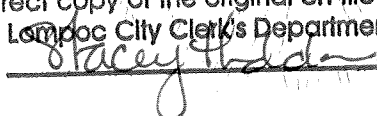
Bob Lingl, Mayor
City of Lompoc

ATTEST:



Stacey Alvarez, City Clerk
City of Lompoc

Attachment: NCPA Support Services Program Agreement

I HEREBY CERTIFY THAT THE
foregoing instrument is a true and
correct copy of the original on file in
the Lompoc City Clerk's Department.
ATTEST: 

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REVISING THRESHOLDS TO THE SUPPORT SERVICES PROGRAM AGREEMENT WITH NORTHERN CALIFORNIA POWER AGENCY

WHEREAS, the City of Ukiah is a member of the Northern California Power Agency (NCPA), a joint action agency providing members with opportunities for joint generating, transmission and other projects, as well as other supporting programs such as scheduling and dispatch services and legislative advocacy services to publicly owned utilities throughout Northern California; and

WHEREAS, the City of Ukiah is a member of NCPA and currently receives benefit from various projects and programs offered at NCPA; and

WHEREAS, NCPA has expanded service offerings to its members by offering additional support services such as joint purchasing, engineering services, transmission and distribution planning, power marketing and analysis, employee training, employment and human relations assistance, customer services and billing, metering and data management, power plant operations, and other forms of assistance and professional services relating to the operation of a publicly owned electric utility, as related to either the generation, transmission, or distribution of electricity or the wholesale or retail operation of such a utility; and

WHEREAS, Council adopted Resolution 22-05 on January 19, 2022 approving the Support Services Program Agreement (SSPA) between the Northern California Power Agency (NCPA) and the City of Ukiah and designating the City Attorney, City Manager, and the Electric Utility Director as Designated Representatives; and

WHEREAS, aligning the SSPA thresholds with the City Council Reporting and Awarding Dollar Thresholds provides the City with additional opportunities to utilize the program for industry specific expertise; and

WHEREAS, Staff recommends that the City Council confirm the City Attorney, City Manager and Electric Utility Director as Designated Representatives under the SSPA and authorize them, together, to execute service confirmations for amounts not to exceed \$60,000 per confirmation or such greater amount as may be authorized by City Council action or applicable City ordinance.

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

- 1) Revises the thresholds to the Support Services Agreement between the Northern California Power Agency and the City of Ukiah to align with current City Council Reporting and Awarding Dollar Thresholds; and
- 2) Confirms the City Attorney, City Manager and Electric Utility Director as Designated Representatives under the SSPA and authority to them, together, to execute service confirmations for amounts not to exceed \$60,000 per confirmation or such greater amount as may be authorized by City Council action or applicable City ordinance.

PASSED, ADOPTED and APPROVED this 1st day of July, 2026, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Susan Sher, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Review and Consider Introduction By Title Only an Ordinance that Facilitates a Comprehensive Land Use Amendment and Rezoning of Parcels Within and Adjacent to the City of Ukiah's Downtown Zoning Code Boundary; and Creates a Recreational Zoning District compatible with the City's Existing Recreation (REC) Land Use Designation.

DEPARTMENT: Community Development

PREPARED BY: Jesse Davis, Chief Planning Manager, Katherine Schaefers, Planning Manager

PRESENTER: Jesse Davis, Chief Planning Manager/AICP and Katherine Schaefers, Planning Manager

ATTACHMENTS:

1. Ordinance #1239 (2012)
2. Existing Downtown Zoning Code - Maps & Parcel List
3. ALUC_2026-0001 Resolution (Signed)
4. PC_Resolution 2026-06 (Signed)
5. Draft Ordinance
6. Draft Findings of Consistency
7. Presentation Given

Summary: Council will consider introduction by title only an ordinance that facilitates a comprehensive Land Use Amendment and Rezoning of parcels within and adjacent to the City of Ukiah's Downtown Zoning Code Boundary; and creates a Recreational Zoning District compatible with the City's existing Recreation (REC) Land Use Designation.

Background: In 2006, the City Council appropriated funding and directed Staff to prepare a form-based zoning code for the Downtown area and the East Perkins Street corridor. In 2007, the City completed a visioning process for these areas following a five-day public design charrette. This process formally initiated development of the Downtown Zoning Code (DZC). The charrette gathered community input to guide future development and redevelopment across both areas. Beginning in late 2009, the Planning Commission refined this early work through a series of public workshops and progressed it through an initial environmental review process.

Approximately two years later, the Planning Commission completed its initial draft of the DZC on January 12, 2011, and issued an informal recommendation that the City Council progress adoption. A joint City Council and Planning Commission workshop followed on April 27, 2011. The resulting resolution emphasized three priorities. It called for flexibility through an "Exception" process (1), greater regulatory clarity through site-specific design standards (2), and improved usability through tables, illustrative examples, and defined land uses (3). The resolution also directed the recently formed Design Review Board to assist in codifying associated Design Guidelines. The multi-year effort concluded on October 3, 2012, with the adoption of Ordinance 1139 (Attachment 1), which applied the DZC across both the Perkins Street corridor and the Downtown. A list of the parcels presently identified in the DZC is included and visualized in Attachment 2.

State of California Redevelopment Funding: Although not directly tied to the DZC itself, much of the early planning for these areas assumed the potential use of State redevelopment funds to help deliver public

improvements and support economic revitalization. When redevelopment agencies were dissolved in 2012, the tools that California cities had historically relied on for site assembly, infrastructure upgrades, and gap financing were no longer available. The loss of redevelopment funding was significant for Ukiah. Costs that had been expected to be shared for new economic development projects along Perkins Street, such as infrastructure or site assembly, were shifted almost entirely to private interests. This outcome altered the feasibility assumptions and expectations established in earlier planning efforts. For the DZC specifically, many of the identified street extensions and public improvements became more costly. This inherently limited the effectiveness of the DZC by not conforming the physical reality of places like Perkins Street for consistency with the developed form based code.

Development After DZC Adoption: Since the adoption of the DZC in 2012, only one new stand-alone structure has been constructed under its regulations, the Chipotle quick service restaurant located at 536 East Perkins Street. Notably, it required multiple exceptions and hearings to secure approval. Adaptive reuse activity has likewise been limited. Notable exceptions include TCW's adaptive reuse of the warehouse structure at 401 South State Street, which replaced the former Hospice Thrift Shop, and Redwood Credit Union's reuse of the former Savings Bank of Mendocino County Pear Tree branch at 414 East Perkins Street, and El Molcajete Mexican Restaurant, which replaced Romi's BBQ at 225 East Perkins Street. Based on the original approval documents, however, development over the past 14 years has not occurred at a scale or intensity consistent with the expectations established in the DZC's environmental review.

The DZC has been effective, however, in guiding and informing a number of notable public improvements. These include Streetscape Phase 1 and Phase 2, the Urban Core Rehabilitation and Transportation Project, utility/infrastructure undergrounding, and the coordinated selection and planting of street trees. Complimentary plans such as the Perkins Street Gateway Master Plan (2015) also created pathways to realize the DZC's envisioned development pattern. The code has not, however, produced the anticipated level of private development or adaptive reuse of existing structures.

Existing Challenges with the DZC: Multiple code sections that were intended to create usability and predictability within the DZC have instead produced confusion and procedural delay. Parcels within the DZC area vary widely in width, depth, frontage, and access, but the code itself features strict lot coverage, frontage and development requirements. Many of the standard tables and diagrams do not align with on-the-ground parcel conditions or existing structures available for reuse. This misalignment forces applicants into exceptions or project-specific interpretations almost immediately. Given the number of irregular parcels, additional land use restrictions, and varied development patterns, it is unclear whether any project within the DZC could proceed without multiple minor or major exceptions and multiple public hearings. The layering of development standards, visual requirements, footnotes, and form-based terminology has created a regulatory environment that applicants, hearing bodies, and Staff find difficult to navigate. In summary, Staff advised the Downtown Zoning Code Ad Hoc Committee, formed by the City Council in 2024, that several factors have contributed to the limited effectiveness of the DZC, including:

- The absence of consistent design examples across the district, together with limited visual guidance for existing structures.
- A need for frequent exceptions and discretionary review for nearly all projects.
- The misapplication of form-based standards along an auto-oriented corridor that lacks corresponding infrastructure and subdivision incentives.
- A dual regulatory burden, in which form-based regulations for irregular parcels are combined with conditional use permits, producing entitlements that are difficult to process without numerous exceptions.
- The loss of redevelopment funding, which shifted the tools for site assembly, infrastructure upgrades, and gap financing to private entities.

As part of the adopted 2040 General Plan, Policy LU-3 directs the City to focus on improving the appearance and overall vibrancy of Downtown Ukiah. The policy is supported by a set of action items and implementation

programs, such as Implementation Program E, which is specific to the Downtown Zoning Code, that are intended to create a high-quality environment for residents, businesses, and visitors. The work of the Downtown Zoning Code Ad Hoc Committee aligns with this policy and advances implementation of the 2040 General Plan.

Recent History (2025–2026): Throughout 2025, Staff worked with a multi-body Ad Hoc Committee to review the effectiveness of the DZC and to determine an appropriate reform sequence. The first recommended step is to complete the proposed rezoning. The rezoning would align zoning districts with parcel scale, existing conditions, and development patterns. It would also resolve the longstanding mismatch between the form-based DZC and the more auto-oriented parcels along Perkins Street. Many parcels identified for rezoning would return to the designations they held prior to the DZC's initial adoption, or would better reflect their projected use like the Great Redwood Trail or new Superior Courthouse. The second recommended phase involves reworking the DZC itself. This effort should proceed in parallel with Housing Element updates and historic preservation inventories. Coordinating these processes would support the development of downtown-specific regulations that emphasize adaptive reuse, infill, and flexibility for existing structures. Deferring the regulatory revisions would also give the City an opportunity to incorporate or draft separate specific plans for the soon-to-be-former County Courthouse site and major rehabilitation efforts such as the Palace Hotel.

On February 25, 2026, the Planning Commission reviewed initial considerations regarding the Project Area. The Project Area includes the historic Downtown Core, the East Perkins Street corridor, and the former rail corridor, now the Great Redwood Trail. The Commission provided preliminary direction to consider alternatives, seek further input, and advance the Project through airport land use review.

On March 18, 2026, the City submitted an application to the Mendocino County Airport Land Use Commission ("ALUC") for a consistency determination. This submission was required under Section 1.4.1(a) of the Ukiah Municipal Airport Land Use Compatibility Plan ("UKIALUCP") because the Project includes a General Plan amendment and rezoning affecting lands within the Ukiah Municipal Airport Influence Area. On April 16, 2026, the ALUC conducted a duly noticed public hearing and adopted Resolution No. 2026-0001, finding the Project consistent with the UKIALUCP pursuant to Policy 2.2.6(a) (Attachment 3).

On June 10, 2026, the Planning Commission conducted a duly noticed (20 days notice) public hearing to consider adoption of a resolution providing a recommendation to the Ukiah City Council to adopt the proposed ordinance that facilitates a comprehensive rezone and land use amendment. Following the hearing, the Planning Commission voted unanimously (3-0) to adopt Resolution No. PC-2026-0006 (Attachment 4), recommending that the City Council adopt the proposed ordinance subject to the staff recommendation, with minor modifications and the requested removal of 300 West Smith Street parcel (APN 002-176-07) from rezone consideration at the request of the property owner. Given the peripheral nature of APN 002-176-07, Staff supported the requested removal of the parcel.

Discussion: Since 2024, the Downtown Zoning Ad Hoc Committee and Staff have worked to prepare a reform package for the Downtown Zoning Code through targeted updates across two phases. The current phase (Phase 1) and proposed project is described below:

- Rezone 67 parcels currently designated Urban Center (UC) and General Urban (GU) to Community Commercial (C-1) to address the misalignment of DZC form-based standards on larger lots along the East Perkins Street corridor and surrounding downtown blocks;
- Rezone approximately 4.1 acres of the Urban Center (UC) district to Public Facilities (PF), consistent with civic uses planned or under construction, including the Mendocino County Superior Courthouse and related facility parking;
- Rezone approximately 1 acre of the Urban Center (UC) district, together with a 0.95-acre Heavy Commercial (C-2) parcel to Recreation (REC), consistent with the Recreational (REC) General Plan designation, including the Great Redwood Trail alignment, the existing Ukiah Rail Depot structure, and riparian pocket park;

- Removing the Great Redwood Trail and Ukiah Rail Depot parcels from the DZC requires the concurrent creation of a zoning district suited to those lands. A new Article 11.6 establishes the Recreation (REC) Zoning District to provide for, protect, and manage public and private recreation lands and to implement the General Plan's Recreational (REC) land use designation and Policy PFS-12.1 (Park Network).
- Rezone two parcels on Mason Street from Urban Center (UC) to Heavy Commercial (C-2), reflecting the existing mix of warehouse and commercial uses on those parcels;
- Refine the DZC boundaries to focus form-based code application on the Downtown Core. The Downtown Core land use is expanded by approximately 4.35 acres to the west and south, where it aligns with the traditional block grid. Twenty-three parcels along the Oak Street and Seminary Avenue corridors are adjusted to General Urban (GU) to better reflect existing development patterns and cross-street boundaries, excepting APN 002-176-07.

The proposed amendments implement General Plan Policy LU-10.1, which directs periodic updates to the Downtown Zoning Code to maintain consistency with General Plan goals, policies, and land use designations. The amendments also support Policies LU-2.1, LU-2.3, and LU-2.4 by focusing on pedestrian-oriented development standards within the Downtown Core; Land Use Goal LU-4 by applying commercial zoning districts to established commercial corridors; Policies PFS-12.1 and PFS-12.7 by implementing the Recreational land use designation and supporting the Great Redwood Trail; and Policies ED-5.1 and ED-5.3 by providing a regulatory framework for recreation and trail-oriented facilities that contribute to the City's economic development and tourism objectives.

The Planning Commission resolution (Attachment 4) recommends that the City Council adopt an ordinance approving the proposed General Plan amendment, including a comprehensive rezoning of parcels within and adjacent to the Downtown Zoning Code (DZC) boundary, and the establishment of a new Recreation (REC) Zoning District as Article 11.6 of Division 9, Chapter 2 of the Ukiah City Code. The resolution found that the Project was consistent with the Ukiah 2040 General Plan and the Ukiah Municipal Airport Land Use Compatibility Plan, as determined by the Airport Land Use Commission in Resolution No. AC 2026-0001, and that it was eligible for streamlined CEQA review under CEQA Guidelines Section 15183, tiered from the 2040 General Plan EIR (SCH No. 2022050556).

As conveyed in Attachment 5, the draft ordinance makes targeted amendments to the existing DZC, such as recognizing completed projects and making consistency edits to reflect the revised geography. In addition to the findings and recommendation, the City Council hearing packet includes the identified parcel list for Rezone, the draft City Council ordinance, and the associated project area maps. One update since the adoption of the PC Resolution is the refinement of internal Figures 8 and 9, which are now aligned with the Project and reflect a revised focus on the Downtown Core.

While there are differences between the proposed and existing designations in terms of in height, setback, and other objective standards, new development would remain subject to discretionary review and substantially aligned with existing and allowed uses. The proposed C-1 and C-2 zoning districts allow a maximum building height of 50 feet. This represents an increase over the current Downtown Zoning Code (DZC) standards, under which the General Urban (GU) designation allows a maximum of 2 stories (28 feet) and the Urban Center (UC) designation allows a maximum of 3 stories (42 feet). While the DZC mandated a minimum of two stories for all new development, the C-1 and C-2 districts include no such requirement, allowing new development proposals to be considered further by the Zoning Administrator or Planning Commission.

Both the Project and the Alternative remain within the scope of impacts previously analyzed. Neither exceeds previously studied density thresholds, and neither introduces substantially new or different land uses that were not previously analyzed. Because the proposed ordinance is programmatic and adds no new physical development, neither the Project nor the Alternative would result in new or peculiar environmental effects, given the overlap between the existing Downtown Zoning Code and the C-1 zoning district. The changes would, however, update procedures and zoning standards.

Staff has prepared draft Findings of Consistency, included in Attachment 6, demonstrating that the proposed amendments are consistent with the goals, policies, and implementation programs of the City's 2040 General Plan. Importantly, the Project does not create new land uses within the project area; rather, in many instances, it reinstates previously existing development standards. The amendments modernize and refine standards already contemplated by the General Plan rather than introduce new or more intensive land uses, and Staff will continue to facilitate site-specific CEQA and project-level review as individual development applications are received.

Next Steps: Following City Council action on the proposed amendments, Staff will advance separate revisions to the DZC itself in parallel with the City's Housing Element update and completion of historic preservation inventories. These Phase 2 efforts and revisions will emphasize adaptive reuse within the Downtown Core, targeted infill development, and regulatory flexibility, enabling the City to accommodate new investment while preserving the scale, character, and historic resources of the downtown. As this work progresses, Staff anticipates opportunities for more focused, site-specific planning, and expects to conduct particular efforts for the soon-to-be-former County Courthouse, Palace Hotel, and former Post Office to guide the long-term reuse of these significant properties as they transition to new uses. Along the East Perkins Street corridor in particular, Staff projects renewed development interest in vacant and underdeveloped parcels, which the revised C-1 standards and existing parcel layout are well positioned to accommodate.

Recommended Action: Introduce by title only an ordinance that facilitates a comprehensive Land Use Amendment and Rezoning of parcels within and adjacent to the City of Ukiah's Downtown Zoning Code boundary; and creates a Recreational Zoning District compatible with the City's existing Recreation (REC) Land Use Designation.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Darcy Vaughn, Assistant City Attorney and Councilmembers Rodin and Crane (Downtown Zoning Code Ad Hoc)

STRATEGIC PLAN (SP): **SP 4A** - Identify and remove barriers to economic development while leveraging economic opportunities; **SP 4B** - Develop and preserve the historic downtown as a regional center of civic and economic activity.

GENERAL PLAN ELEMENTS (GP): **Goal LU-3** (Downtown); **Policy LU-10.1** (Downtown Zoning Code); **Policy PFS-12.1** (Park Network); **Policy PFS-12.7** (Great Redwood Trail); **Policy ED-5.1** (Outdoor Recreation Opportunities).

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. 1139**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH
AMENDING DIVISION 9 (PLANNING AND DEVELOPMENT,
CHAPTER 2 (ZONING) OF THE UKIAH CITY CODE BY ADDING
ARTICLE 18 ENTITLED DOWNTOWN ZONING CODE**

The City Council hereby ordains as follows.

SECTION ONE – FINDINGS AND DECLARATIONS

The City Council hereby finds and declares as follows.

1. In 2006, the City Council budgeted the appropriate funds and directed staff to prepare a form based zoning code for the Downtown and East Perkins Street areas.
2. In 2007, the City conducted a five-day public workshop charrette to solicit ideas from the public and to develop a vision for the future development and redevelopment of the Downtown and East Perkins Street areas.
3. The Planning Commission reviewed the draft form based Downtown Zoning Code through a series of public workshops from the end of 2009 through early 2011. In April of 2011, the City Planning Commission and City Council conducted a joint public workshop to review and discuss the draft form based Downtown Zoning Code. The City Council conducted a series of public workshops from May, 2011 through September, 2011 to review and discuss the Code.
4. In September, 2011, the City Council preliminarily approved the draft Zoning Code for the Downtown and East Perkins Street corridor, and directed staff to 1) prepare the required environmental document to comply with the California Environmental Quality Act; and 2) refer the draft document to the Mendocino County Airport Land Use Commission for a consistency review with the County Airports Comprehensive Land Use Plan.
5. On March 22, 2012, the Mendocino County Airport Land Use Commission reviewed the draft Downtown Zoning Code and found it consistent with the Mendocino County Comprehensive Land Use Plan provided 1) a note was added to Table 4 indicating that lot sizes are subject to airport zone restrictions; and 2) a note was added to Table 6 indicating that any buildings in the B2 airport compatibility zone proposed for more than two stories would be subject to review and approval by the Mendocino County Airport Land Use Commission. The notes have been added.
6. On June 4, 2012, City Staff completed an Initial Study of potential environmental impacts resulting from implementation of the draft Downtown Zoning Code and concluded that a Mitigated Negative Declaration was appropriate for the project. The document was sent to the State Clearinghouse for State Agency review and comment, and it was publicly noticed review and comment. At the close of the review and comment period, two written comments were received – 1) State Public Utilities Commission, who did not question the appropriateness of the Mitigated Negative Declaration or suggest language modifications or additional environmental review work; and 2) State Department of Transportation, who similarly did not question the appropriateness of the Mitigated

Negative Declaration or suggest language modifications or additional environmental review work. Responses to comments were provided to both State Agencies.

7. On August 8, 2012, the City Planning Commission conducted a public hearing to consider making formal recommendations to the City Council concerning the Mitigated Negative Declaration and ordinance amending the City Code to add the Downtown and East Perkins Street Corridor Zoning code standards.
8. On August 8, 2012, the City Planning Commission voted 2-1 to recommend City Council approval of the Mitigated Negative Declaration and adoption of the Code.
9. On September 5, 2012, the City Council conducted a public hearing and voted 3/0 to adopt the Mitigated Negative Declaration based on the findings listed in the Staff Report, and to introduce the ordinance by title only.

SECTION TWO

Article 18 entitled "DOWNTOWN ZONING CODE," is hereby added to Division 9 (Planning and Development), Chapter 2 (Zoning) of the Ukiah City Code pursuant to the attached Exhibit A.

SECTION FOUR

1. **SEVERABILITY.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

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.

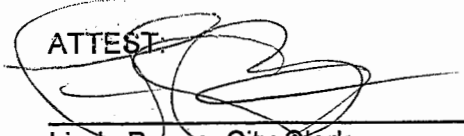
Introduced by title only on September 5, 2012, by the following roll call vote:

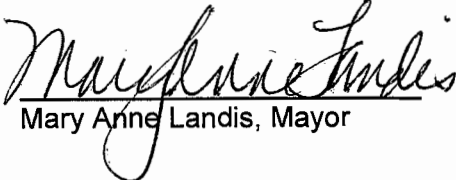
AYES: Councilmember Thomas, Rodin, and Mayor Landis
NOES: None
ABSENT: Councilmembers Baldwin, and Crane
ABSTAIN: None

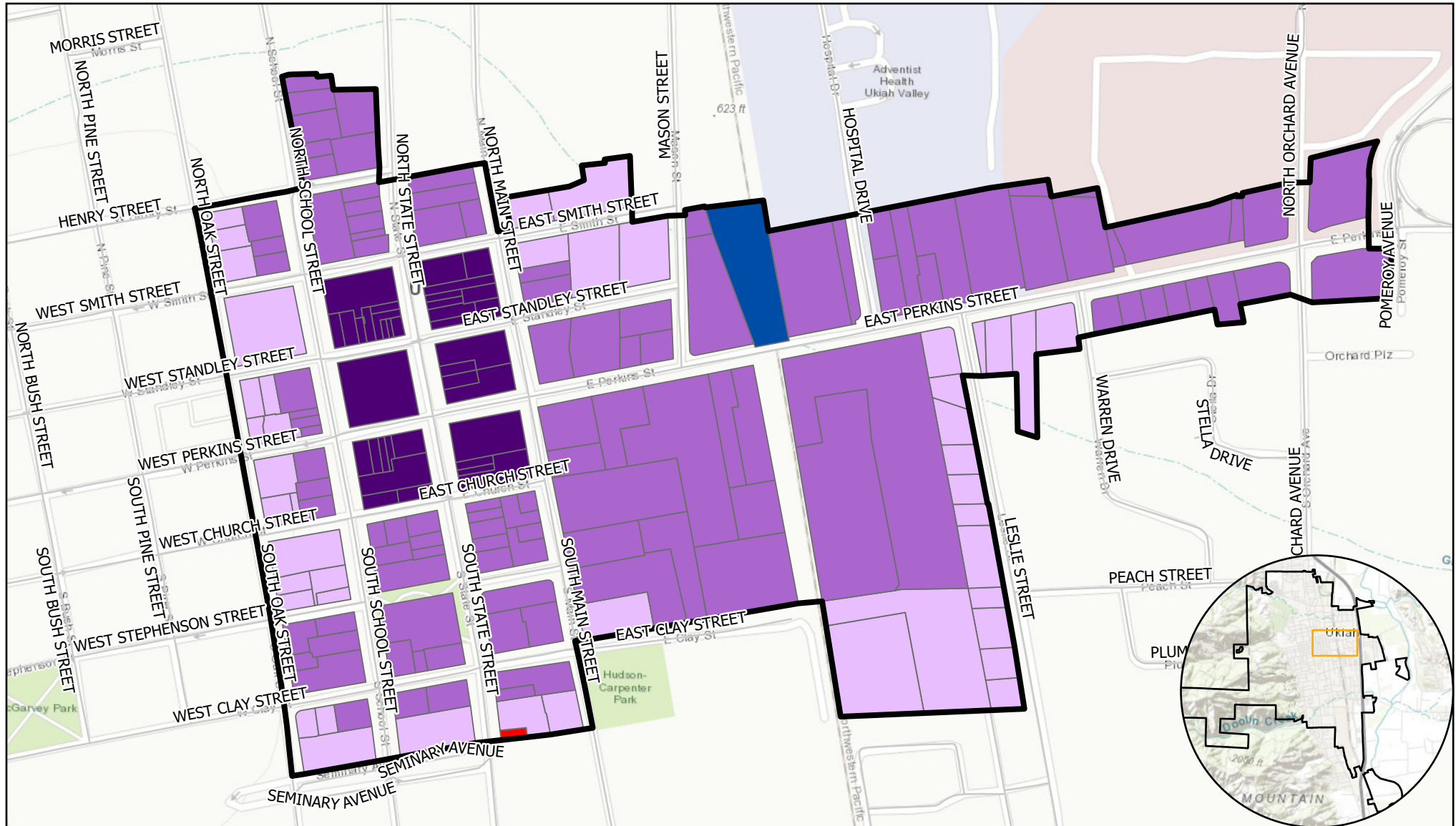
Adopted on October 3, 2012 by the following roll call vote:

AYES: Councilmember Thomas, Rodin, and Mayor Landis
NOES: None
ABSENT: Councilmember Baldwin, and Crane
ABSTAIN: None

ATTEST:


Linda Brown, City Clerk


Mary Anne Landis, Mayor



Legend

-  Roads
-  Existing DZC Boundary
-  C1 - Community Commercial
-  C2 - Heavy Commercial
-  DC - Downtown Core
-  GU - General Urban
-  UC - Urban Center

Bureau of Land Management, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

0 600
Feet

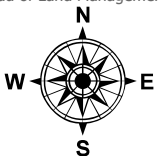
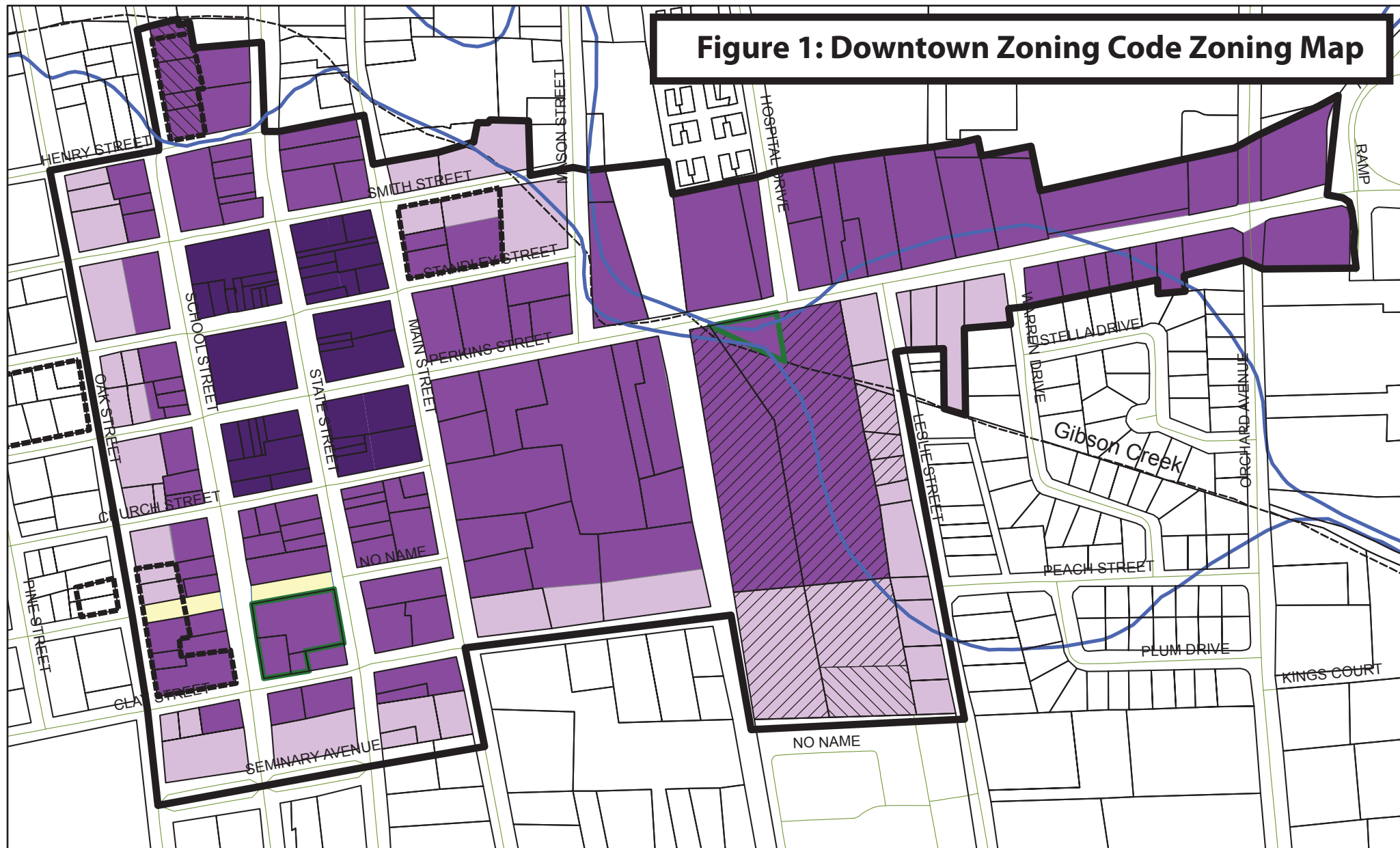


Figure 1: Downtown Zoning Code Zoning Map



DZC Boundary

Special Designations

- Public Parking Existing
- Civic Existing
- Civic Preferred
- Parking Structure Preferred
- Public Facilities

Hydrology

- 100 Year Flood
- Gibson Creek

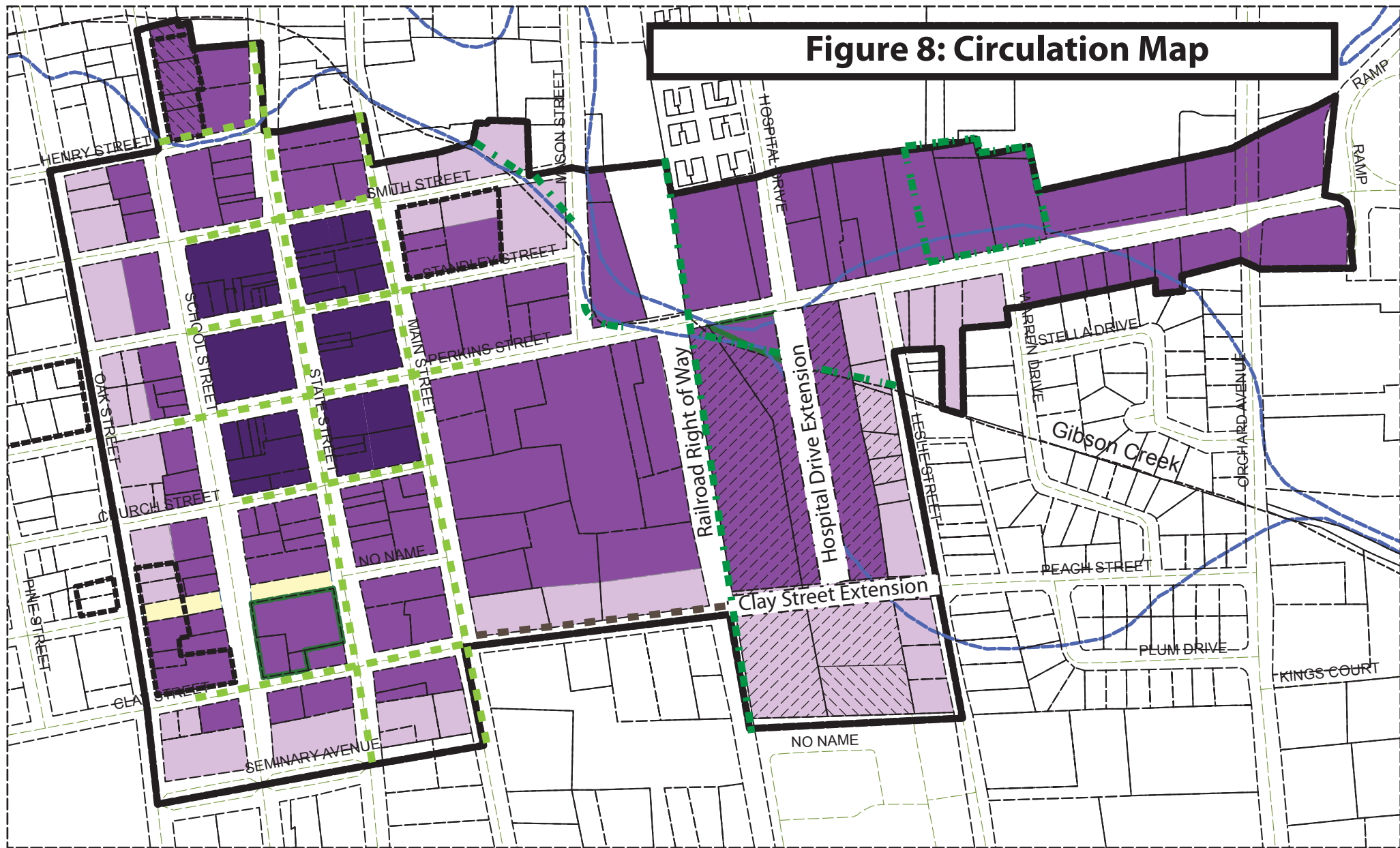
Zoning Districts

- UC
- DC
- GU

0 125 250 500
Feet

Map Updated - May, 2012

Figure 8: Circulation Map



DZC Boundary

Zoning Districts

UC
DC
GU

Special Designations

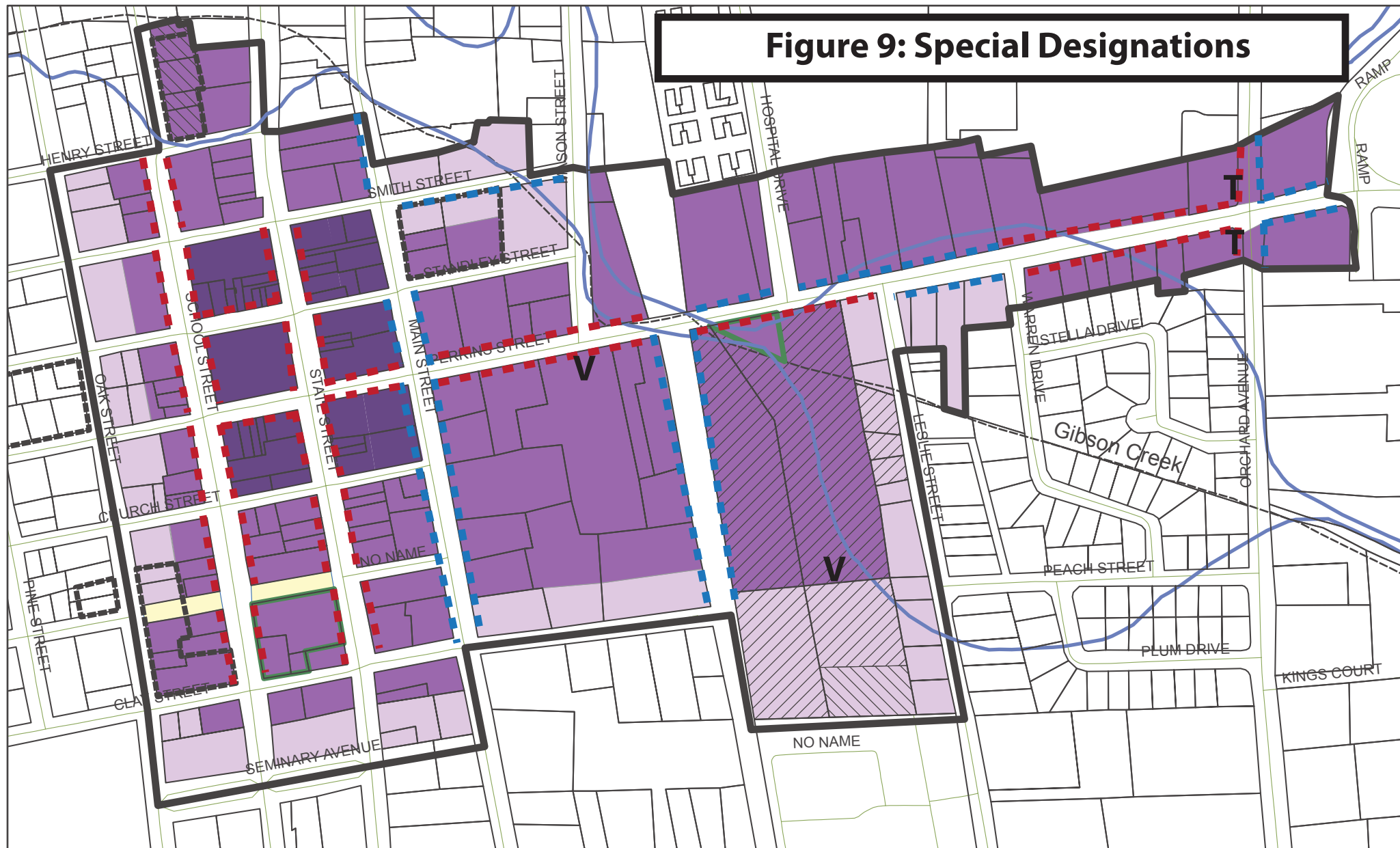
Public Parking Existing
Civic Existing
Civic Preferred
Parking Structure Preferred
Public Facilities

Hydrology

100 Year Flood
Gibson Creek

Downtown Streetscape Improvement Plan adopted July 1, 2009
Required Street Extension
Required Pedestrian/Bike Path
Modification to Existing Street

Figure 9: Special Designations



DZC Boundary

Special Designations

- Public Parking Existing
- Civic Existing
- Civic Preferred
- Parking Structure Preferred
- Public Facilities

Hydrology

- 100 Year Flood
- Gibson Creek

Zoning Districts

- UC
- DC
- GU

- Required Storefront Frontage Type
- Recommended Storerfont Frontage Type
- Required Terminated Vista
- Recommended Turret Location

APN	SITUS_ADD	OWNER	ADDRESS	CITY	STATE	ZIP	LAND VALUE ASSESSMENT	IMPROVEMENT VALUE	Zone_Class	GP_2040	Acreage	Airport Compatibility Zone
00226909	415 S STATE ST	MCKENNEY ENTERPRISES LLC	415 S STATE ST	UKIAH	CA	95482	160963	128768	C1 - Community Commercial	CC	0.046	4
00219344	NONE	NORTH COAST RAILROAD AUTHO	419 TALMADE RD STE M	UKIAH	CA	95482	0	0	C2 - Heavy Commercial	DC	2.559	6
00222501	100 N STATE ST	COUNTY OF MENDOCINO		UNKNOWN ADDRESS		0	0	0	DC - Downtown Core	DC	0.846	4
00222709	NONE	JOHNSON MELISSA	937 SCHOOL WAY	REDWOOD VALLEY	CA	95470	75108	0	DC - Downtown Core	DC	0.085	4
00222707	221 N STATE ST	I O O F LODGE NO 174	122 RACE ST	SAN JOSE	CA	95126	49968	90715	DC - Downtown Core	DC	0.122	4
00222904	113 S STATE ST	HOOVER CHARLES AND JUNE FANG	PO BOX 204	CLOVERDALE	CA	95425	62883	248803	DC - Downtown Core	DC	0.042	4
00222614	102 S STATE ST	SOUSA PAUL	23701 EASTSIDE RD	WILLITS	CA	95490	318362	1002841	DC - Downtown Core	DC	0.138	4
00222905	115 S STATE ST	HARRINGTON BRIDGET O	131 CALVERT CT	UKIAH	CA	95482	188877	364104	DC - Downtown Core	DC	0.276	4
00222907	111 S STATE ST	SANCHEZ JOSE MARIN TTEE /	3200 ROAD I	REDWOOD VALLEY	CA	95470	167875	105537	DC - Downtown Core	DC	0.055	4
00222403	120 W STANDLEY ST	SCHAT ZACHARY Y AND MELISSA	202 W PERKINS ST STE C	UKIAH	CA	95482	136703	421052	DC - Downtown Core	DC	0.091	4
00222405	116 W STANDLEY ST	HUGHEY BRIAN	602 A N STATE ST	UKIAH	CA	95482	116727	101755	DC - Downtown Core	DC	0.037	4
00222714	115 E SMITH ST	MMUNITY FOUNDATION FO MENDOCINO CO	204 S OAK ST	UKIAH	CA	95482	38089	67758	DC - Downtown Core	DC	0.131	4
00222710	NONE	EDGELINE INVESTMENTS LLC	520 FRANZ VALLEY RD	CALISTOGA	CA	94515	54323	0	DC - Downtown Core	DC	0.095	4
00222608	116 S STATE ST	TRIPPEER GARY	PO BOX 1234	PALM DESERT	CA	92261	265302	384687	DC - Downtown Core	DC	0.086	4
00222607	199 S SCHOOL ST	LINCOLN AND NORTH LLC	5059 DEERWOOD DR	SANTA ROSA	CA	95403	171240	839146	DC - Downtown Core	DC	0.088	4
00222613	109 W PERKINS ST	PORZIO TTEE FRANK	1220 SEQUOIA PLAZA	UKIAH	CA	95482	25383	27510	DC - Downtown Core	DC	0.037	4
00222603	113 W PERKINS ST	SCHAT ZACHARY Y AND MELISSA	PO BOX 708	REDWOOD VALLEY	CA	95470	49169	162908	DC - Downtown Core	DC	0.043	4
00222602	113 W PERKINS ST	SCHAT ZACHARY Y AND MELISSA	PO BOX 708	REDWOOD VALLEY	CA	95470	62562	44443	DC - Downtown Core	DC	0.062	4
00222713	295 N STATE ST	THURSTON TTEE DENNIS	2900 N STATE ST	UKIAH	CA	95482	81542	76212	DC - Downtown Core	DC	0.218	4
00222409	252 N STATE ST	CANOVA JOSEPH ANTHONY AND RI	PO BOX 1756	UKIAH	CA	95482	68267	91023	DC - Downtown Core	DC	0.041	4
00222413	272 N STATE ST	TWIN INVESTMENTS LLC	494 KENWOOD DR	UKIAH	CA	95482	218727	0	DC - Downtown Core	DC	0.466	4
00222805	101 N STATE ST	NORTH STATE PARTNERS LLC	500 BICENTENNIAL WAY #310	SANTA ROSA	CA	95403	277377	394547	DC - Downtown Core	DC	0.267	4
00222802	111 N STATE ST	SCHAPMIRE JR TTEE TODD A	1124 KIDD RD	WINDSOR	CA	95492	84771	146601	DC - Downtown Core	DC	0.069	4
00222806	125 N STATE ST	101 SO MAIN STREET LLC	1124 KIDD RD	WINDSOR	CA	95492	62424	5202	DC - Downtown Core	DC	0.084	4
00222909	107 S STATE ST	COUNTY OF MENDOCINO	841 LOW GAP RD	UKIAH	CA	95482	0	0	DC - Downtown Core	DC	0.513	4
00222708	201 N STATE ST	ALLEN TTEE KENNETH D	405 IMPERIAL DR	CLOVERDALE	CA	95425	208080	416160	DC - Downtown Core	DC	0.051	4
00222801	125 N STATE ST	101 SO MAIN STREET LLC	1124 KIDD RD	WINDSOR	CA	95492	152955	151987	DC - Downtown Core	DC	0.363	4
00222415	108 W STANDLEY ST	SCHAT ZACHARY Y AND MELISSA	202 W PERKINS ST UNIT C	UKIAH	CA	95482	149477	611302	DC - Downtown Core	DC	0.066	4
00222402	130 W STANDLEY ST	WILLIAMS BRUCE E	18250 FOX GLEN	RIVERVIEW	MI	48193	50747	170171	DC - Downtown Core	DC	0.068	4
00222416	100 W STANDLEY ST	RUFF STANDLEY STREET LLC	PO BOX 708	HOPLAND	CA	95449	34838	435422	DC - Downtown Core	DC	0.016	4
00222408	106 W STANDLEY ST	MCCOWEN JOHN	617 W CLAY ST	UKIAH	CA	95482	42206	25318	DC - Downtown Core	DC	0.021	4
00222705	255 N STATE ST	CUEVAS RUBEN GUERRERO	PO BOX 5053	SANTA ROSA	CA	95402	109363	153109	DC - Downtown Core	DC	0.112	4
00222406	110 W STANDLEY ST	POWIS TTEE ERIN	390 W STANDLEY ST STE 1	UKIAH	CA	95482	119087	157975	DC - Downtown Core	DC	0.056	4
00222417	200 N STATE ST	AZIMUS PROPERTY HOLDINGS LLC	951 BOONVILLE RD	UKIAH	CA	95482	200000	340000	DC - Downtown Core	DC	0.039	4
00222606	165 S SCHOOL ST	COUNTY OF MENDOCINO	260 FIFTH ST	SAN FRANCISCO	CA	94103	0	0	DC - Downtown Core	DC	0.328	4
00222411	NONE	HUGHEY BRIAN	602 A N STATE ST	UKIAH	CA	95482	0	0	DC - Downtown Core	DC	0.001	4
00222711	247 N STATE ST	CUEVAS RUBEN GUERRERO	PO BOX 5053	SANTA ROSA	CA	95402	111550	16731	DC - Downtown Core	DC	0.046	4
00222601	105 S SCHOOL ST	SUN VALLEY INVESTMENTS LLC	101 N STATE ST STE A	UKIAH	CA	95482	170672	711141	DC - Downtown Core	DC	0.1	4
00222712	239 N STATE ST	EDGELINE INVESTMENTS LLC	520 FRANZ VALLEY RD	CALISTOGA	CA	94515	108649	138832	DC - Downtown Core	DC	0.047	4
00224101	401 E PERKINS ST	WILSON CINDY L	60 RANCHO GRANDE DR	UKIAH	CA	95482	92205	135634	GU - General Urban	DC	0.089	6
00224107	495 E PERKINS ST	WHITMIRE FRED H TTEE	197 WARREN DR	UKIAH	CA	95482	18070	240359	GU - General Urban	DC	0.341	6
00224103	407 E PERKINS ST	WAIDELICH NOBLE AND NANCY	4501 E HWY 20	UKIAH	CA	95482	93813	92876	GU - General Urban	DC	0.49	6
00228205	140 LESLIE ST	GARCIA JAVIER	3437 SOL LN	UKIAH	CA	95482	84503	0	GU - General Urban	DC	0.189	6
00228204	138 LESLIE ST	FOSTER JOHN R AND MYRNA E TT	136 NELSON RANCH RD	UKIAH	CA	95482	84503	14470	GU - General Urban	DC	0.194	6
00228203	134 LESLIE ST	GADEA V H MARTIN SR AND LIND	575 SPANISH CANYON DR	UKIAH	CA	95482	259643	122984	GU - General Urban	DC	0.26	6
00224102	403 E PERKINS ST	WILSON CINDY L	60 RANCHO GRANDE DR	UKIAH	CA	95482	107577	159281	GU - General Urban	DC	0.273	6
00228202	NONE	BARTOLOMEI SUCCTTEE RORY C	2300 MCCLURE SUBDIVISION RD	UKIAH	CA	95482	13698	911	GU - General Urban	DC	0.132	6
00226904	412 S MAIN ST	MCKENNEY JAMES G	412 S MAIN ST	UKIAH	CA	95482	231787	77257	GU - General Urban	DC	0.245	4
00226908	405 S STATE ST	MCKENNEY ENTERPRISES LLC	415 S STATE ST	UKIAH	CA	95482	321932	186720	GU - General Urban	DC	0.298	4
00226108	290 S SCHOOL ST	M P MOUNTANOS INC	605 N STATE ST	UKIAH	CA	95482	150108	187635	GU - General Urban	DC	0.075	4
00226105	NONE	UKIAH CITY OF	203 S SCHOOL ST	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.108	6
00223211	NONE	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.189	6
00223210	NONE	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.188	6
00219122	301 N MAIN ST	GITLIN ROBERT AND KARLA	13400 TOMKI RD	REDWOOD VALLEY	CA	95470	263983	412076	GU - General Urban	DC	0.255	4
00219201	289 N MAIN ST	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.258	4
00219214	280 E STANDLEY ST	UKIAH CITY OF	300 SEMINARY AVE	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.577	6
00219123	262 E SMITH ST	GITLIN ROBERT S AND KARLA S	7221 EVAN AVE	SEBASTOPOL	CA	95472	231990	241652	GU - General Urban	DC	0.627	4
00223205	122 LESLIE ST	BARTOLOMEI SUCCTTEE RORY C	2300 MCCLURE SUBDIVISION RD	UKIAH	CA	95482	17452	26178	GU - General Urban	DC	0.405	6
00218304	294 W SMITH ST	SAVINGS BANK OF MENDOCINO	PO BOX 3600	UKIAH	CA	95482	278152	494492	GU - General Urban	DC	0.216	6
00223204	124 LESLIE ST	GOLDEN GATE PETROLEUM CO	1340 ARNOLD DR STE 231	MARTINEZ	CA	94553	48137	6196	GU - General Urban	DC	0.139	6
00219211	NONE	UKIAH CITY OF	300 SEMINARY AVE	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.584	4
00222305	NONE	POMA DAVID 1/3	204 N BUSH ST	UKIAH	CA	95482	6602	0	GU - General Urban	DC	0.038	6
00222304	107 S OAK ST	ORTEGA CARLOS AND MARIA DELR	PO BOX 157	UKIAH	CA	95482	162479	324960	GU - General Urban	DC	0.156	6
00223207	120 LESLIE ST	COOK NANETTE SANCHEZ- SUCC	2796 NISENAN VALLEY DR	LINCOLN	CA	95648	31362	88453	GU - General Urban	DC	0.177	6
00223209	NONE	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.258	6

APN	SITUS_ADD	OWNER	ADDRESS	CITY	STATE	ZIP	LAND VALUE ASSESSMENT	IMPROVEMENT VALUE	Zone_Class	GP_2040	Acreage	Airport Compatibility Zone
00218302	359 N OAK ST	LIGGETT NANCY K	965 DOMINCAN WAY	UKIAH	CA	95482	130050	348534	GU - General Urban	DC	0.141	6
00226603	406 S STATE ST	ECO INN LLC	406 S STATE ST	UKIAH	CA	95482	344690	1212810	GU - General Urban	DC	0.519	4
00226304	290 SEMINARY AVE	JOHNSON JOHN RALPH TTEE /	4190 HWY 20	UKIAH	CA	95482	278877	418317	GU - General Urban	DC	0.472	6
00226307	NONE	PALMA DAVID	487 N STATE ST	UKIAH	CA	95482	111550	0	GU - General Urban	DC	0.1	6
00226107	260 S SCHOOL ST	NIX JAMES R AND ANNE M TTEES	280 S SCHOOL ST	UKIAH	CA	95482	203283	389916	GU - General Urban	DC	0.159	4
00226104	209 S OAK ST	UKIAH CITY OF	300 SEMINARY AVE	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.117	6
00222211	216 W PERKINS ST	SCHELLER TTEE EDNA	1025 SIMMONS LN	NOVATO	CA	94945	222742	937472	GU - General Urban	DC	0.076	6
00226308	205 W CLAY ST	PALMA DAVID	487 N STATE ST	UKIAH	CA	95482	111550	167325	GU - General Urban	DC	0.099	6
00218301	387 N OAK ST	RIDDELL MICHAEL W AND JUANIT	PO BOX 4	CALPELLA	CA	95418	64379	122223	GU - General Urban	DC	0.118	6
00226109	200 S SCHOOL ST	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	GU - General Urban	DC	0.474	6
00222212	212 W PERKINS ST	HENNESSEY TTEE BRIAN A	1689 MCMAHON LN	LAKEPORT	CA	95456	75047	234380	GU - General Urban	DC	0.148	6
00222111	200 N SCHOOL ST	SAVINGS BANK OF MENDOCINO	PO BOX 3600	UKIAH	CA	95482	343259	9061544	GU - General Urban	DC	0.888	6
00222308	215 W PERKINS ST	ABELL MASONIC TEMPLE ASSOC	PO BOX 1636	UKIAH	CA	95482	84688	74110	GU - General Urban	DC	0.278	6
00222202	209 W STANDLEY ST	HODGES SCOTT R 1/2	207 W STANDLEY ST	UKIAH	CA	95482	231787	212475	GU - General Urban	DC	0.113	6
00222201	215 W STANDLEY ST	BARNES JACOB ANTHONY	1080 HELEN AVE	UKIAH	CA	95482	108203	138871	GU - General Urban	DC	0.135	6
00223206	325 E PERKINS ST	REDWOOD EMPIRE BANCORP	PO BOX 1200	SUISUN CITY	CA	94585	217040	521876	GU - General Urban	DC	0.288	6
00223116	375 S MAIN ST	HOSKINS TTEE ROY H Jr	1299 DESPINA DR	UKIAH	CA	95482	42491	137612	GU - General Urban	DC	0.476	4
00228221	309 E PERKINS ST	STATE OF CALIFORNIA	455 GOLDEN GATE AVE 8TH FLOOR	SAN FRANCISCO	CA	94102	0	0	GU - General Urban	DC	1.446	6
00228220	200 E CLAY ST	NORTH COAST RAILROAD AUTHO	419 TALMAGE RD STE M	UKIAH	CA	95482	0	0	GU - General Urban	DC	1.864	6
00226805	315 S STATE ST	MENDOZA STEVEN	315 S STATE ST	UKIAH	CA	95482	119466	59728	UC - Urban Center	DC	0.277	4
00226905	401 S STATE ST	NELSON HENRY K AND MARGARET	95566 AMELIA NATIONAL PKWY	FERNANDINA BEACH	FL	32034	241338	234544	UC - Urban Center	DC	0.333	4
00226504	320 S STATE ST	SANDERS CARL L AND BEVERLY M	640 DORA AVE	UKIAH	CA	95482	156019	242703	UC - Urban Center	DC	0.15	4
00220032	NONE	PEAR TREE REH LLC	2727 LBJ FREEWAY STE 806	DALLAS	TX	75234	12368	0	UC - Urban Center	DC	0.041	6
00220034	NONE	PEAR TREE REH LLC	2727 LBJ FREEWAY STE 806	DALLAS	TX	75234	26691	0	UC - Urban Center	DC	0.106	6
00226806	NONE	HOSKINS TTEE ROY H Jr	1299 DESPINA DR	UKIAH	CA	95482	59154	6780	UC - Urban Center	DC	0.255	4
00219353	NONE	VALENTIC TTEE JOHN P	1541 MEADOW DR	UKIAH	CA	95482	150357	296203	UC - Urban Center	DC	0.337	6
00224205	543 E PERKINS ST	WESTERN SEQUOIA HOLDINGS L	PO BOX 9863	FOUNTAIN VALLEY	CA	92728	108160	84122	UC - Urban Center	DC	0.142	6
00224204	529 E PERKINS ST	WEI TTEE SABRINA YUXIN	537 JEAN MARIE DR	SANTA ROSA	CA	95403	116732	254689	UC - Urban Center	DC	0.143	6
00220040	115 N ORCHARD AVE	MCDONALDS CORPORATION	ONE MCDONALDS PLAZA	OAK BROOK	IL	60523	664966	1517548	UC - Urban Center	DC	0.807	6
00224202	505 E PERKINS ST	WHITMIRE FRED H TTEE	197 WARREN DR	UKIAH	CA	95482	46579	74110	UC - Urban Center	DC	0.175	6
00220036	410 E PERKINS ST	ZACHARIAH JERUSHA	9051 EAST RD	REDWOOD VALLEY	CA	95470	257484	0	UC - Urban Center	DC	0.7	6
00220035	402 E PERKINS ST	NGUYEN KEVIN TTEE /	2001 WICHY SPRINGS RD	UKIAH	CA	95482	227562	597354	UC - Urban Center	DC	0.69	6
00224206	557 E PERKINS ST	WESTERN SEQUOIA HOLDINGS L	PO BOX 9863	FOUNTAIN VALLEY	CA	92728	126758	132794	UC - Urban Center	DC	0.142	6
00224207	571 E PERKINS ST	WESTERN SEQUOIA HOLDINGS L	PO BOX 9863	FOUNTAIN VALLEY	CA	92728	132794	120724	UC - Urban Center	DC	0.244	6
00224203	515 E PERKINS ST	MORONEY TTEE STACEY A	PO BOX 63	REDWOOD VALLEY	CA	95470	185711	175099	UC - Urban Center	DC	0.144	6
00224701	605 E PERKINS ST	REDWOOD OIL COMPANY INC	50 PROFESSIONAL CNTR STE 100	ROHNERT PARK	CA	94928	683285	1477697	UC - Urban Center	DC	0.691	6
00220038	596 E PERKINS ST	BEST WESTSIDE PROPERTIES LLC	2424 RIDGE RD	ROCKWALL	TX	75087	364140	1779084	UC - Urban Center	DC	0.446	6
00224217	585 E PERKINS ST	TESORO SIERRA PROPERTIES L	PO BOX 592809	SAN ANTONIO	TX	78259	432072	308670	UC - Urban Center	DC	0.329	6
00226602	105 W CLAY ST	PERSKY JAMES	105 W CLAY ST	UKIAH	CA	95482	172186	266116	UC - Urban Center	DC	0.198	4
00226807	301 S STATE ST	COMMUNITY CARE MANAGEMENT	301 SOUTH STATE ST	UKIAH	CA	95482	181201	933918	UC - Urban Center	DC	0.296	4
00226902	403 S STATE ST	LU FENG YU	403 S STATE ST	UKIAH	CA	95482	107220	106148	UC - Urban Center	DC	0.08	4
00226509	300 S STATE ST	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.637	4
00226601	401 S SCHOOL ST	WU MEI HSIU HSU	390 W STANDLEY ST	UKIAH	CA	95482	97705	25059	UC - Urban Center	DC	0.159	4
00219225	245 E STANDLEY ST	ROHRER TIMOTHY P	14 WILDWOOD PLACE	PLEASANT HILL	CA	94523	127500	10200	UC - Urban Center	DC	0.279	6
00219224	214 E PERKINS ST	ROHRER TIMOTHY P	14 WILDWOOD PLACE	PLEASANT HILL	CA	94523	331500	448800	UC - Urban Center	DC	0.533	4
00219218	105 N MAIN ST	UKIAH CITY OF	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.402	4
00218426	NONE	LEVY TTEE THELMA J	502 WALNUT AVE	UKIAH	CA	95482	67029	0	UC - Urban Center	DC	0.325	Other Airport Environs
00226510	369 S SCHOOL ST	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.16	4
00222210	102 N SCHOOL ST	SCHAT ZACHARY Y AND MELISSA	PO BOX 708	REDWOOD VALLEY	CA	95470	131722	253585	UC - Urban Center	DC	0.032	4
00219345	404 E PERKINS ST	UKIAH ADVENTIST HOSPITAL	275 HOSPITAL DR	UKIAH	CA	95482	616344	1251631	UC - Urban Center	DC	1.027	6
00219315	400 E PERKINS ST	UKIAH ADVENTIST HOSPITAL	275 HOSPITAL DR	UKIAH	CA	95482	341697	5886	UC - Urban Center	DC	0.755	6
00218614	NONE	CAMINITI WENDY J TTEE /	4190 HWY 20	UKIAH	CA	95482	96497	25730	UC - Urban Center	DC	0.135	4
00226401	203 S SCHOOL ST	VEGA MARIA D /	4428 FIRST AVE	UKIAH	CA	95482	97373	221282	UC - Urban Center	DC	0.077	4
00219354	135 HOSPITAL DR	AVISTA ENTERPRISES LLC	135 HOSPITAL DR	UKIAH	CA	95482	167325	557758	UC - Urban Center	DC	0.215	6
00219312	185 MASON ST	HILL DONALD PHILLIPS Jr	25690 PHILLO GREENWOOD RD	ELK	CA	95432	150223	264397	UC - Urban Center	DC	0.121	6
00219352	NONE	WALGREEN CO	PO BOX 1159	DEERFIELD	IL	60015	211872	0	UC - Urban Center	DC	0.232	6
00219317	169 MASON ST	MENDO REALTY INVESTMENT LL	PO BOX 1389	UKIAH	CA	95482	485975	1486869	UC - Urban Center	DC	0.977	6
00219355	320 E PERKINS ST	CHO PETER Y	531 TEHUACAN RD	UKIAH	CA	95482	227221	563307	UC - Urban Center	DC	0.274	6
00219314	326 E PERKINS ST	UKIAH ADVENTIST HOSPITAL	PO BOX 619135	ROSEVILLE	CA	95661	94258	0	UC - Urban Center	DC	0.201	6
00219202	NONE	UKIAH CITY OF	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.131	4
00219203	NONE	CITY OF UKIAH	300 SEMINARY AVE			0	0	0	UC - Urban Center	DC	0.213	4
00226704	207 S STATE ST	PHILLIPS PATRICE E	502 N PINE ST	UKIAH	CA	95482	167325	390430	UC - Urban Center	DC	0.088	4
00222306	110 S SCHOOL ST	SMITH RAYMOND D	29 ORINDA WAY STE 773	ORINDA	CA	94563	167325	557758	UC - Urban Center	DC	0.111	4
00226507	108 W CLAY ST	COALE ANSLEY J JR	108 W CLAY ST	UKIAH	CA	95482	122984	314302	UC - Urban Center	DC	0.046	4
00226709	203 S STATE ST	SMITH RAYMOND D	29 ORINDA WAY STE 773	ORINDA	CA	94563	111550	217524	UC - Urban Center	DC	0.066	4

APN	SITUS_ADD	OWNER	ADDRESS	CITY	STATE	ZIP	LAND VALUE ASSESSMENT	IMPROVEMENT VALUE	Zone_Class	GP_2040	Acreage	Airport Compatibility Zone
00226702	205 S STATE ST	MENDOCINO BALLET	205 SOUTH STATE ST	UKIAH	CA	95482	86463	225901	UC - Urban Center	DC	0.105	4
00226706	295 S STATE ST	VASILOPOULOS IOANNIS THEOD	2353 BRISBANE ST	WEST SACRAMENTO	CA	95691	66580	174217	UC - Urban Center	DC	0.134	4
00218616	387 N STATE ST	CAMINITI WENDY J TTEE /	4190 HWY 20	UKIAH	CA	95482	144745	303968	UC - Urban Center	DC	0.21	4
00226402	111 W CHURCH ST	SAKANE YOSHIKI AND NAKO	111 W CHURCH ST	UKIAH	CA	95482	180862	275505	UC - Urban Center	DC	0.102	4
00218306	469 N SCHOOL ST	SAVINGS BANK OF MENDOCINO	PO BOX 3600	UKIAH	CA	95482	85819	6784	UC - Urban Center	DC	0.118	4
00222307	198 South School ST	POMA DAVID 1/3	204 N BUSH ST	UKIAH	CA	95482	66580	71113	UC - Urban Center	DC	0.127	4
00226710	201 S STATE ST	SMITH RAYMOND D	29 ORINDA WAY STE 773	ORINDA	CA	94563	111550	217524	UC - Urban Center	DC	0.06	4
00219321	308 E PERKINS ST	WALGREEN CO	PO BOX 1159	DEERFIELD	IL	60015	1634269	2292086	UC - Urban Center	DC	1.262	6
00226403	200 S STATE ST	TAGZ PROPERTIES LLC	PO BOX 1373	UKIAH	CA	95482	227563	868161	UC - Urban Center	DC	0.122	4
00218513	344 N STATE ST	SUNROOM LLC	53 LIBERTY ST	SAN FRANCISCO	CA	94110	79404	170673	UC - Urban Center	DC	0.113	4
00219222	228 E PERKINS ST	EDWARDS WILLIAM	PO BOX 149	UKIAH	CA	95482	109363	218727	UC - Urban Center	DC	0.177	6
00219217	228 E PERKINS ST	EDWARDS WILLIAM	PO BOX 149	UKIAH	CA	95482	82021	191386	UC - Urban Center	DC	0.114	4
00226708	185 E CHURCH ST	LIDEN THOMAS M TTEE	1050 N OAK ST	UKIAH	CA	95482	86665	78002	UC - Urban Center	DC	0.065	4
00226707	145 E CHURCH ST	BARBA GILBERTO /	4428 FIRST AVE	UKIAH	CA	95482	136703	229664	UC - Urban Center	DC	0.141	4
00218510	177 W SMITH ST	WIPF ERNEST M AND EILEEN M T	PO BOX 234	UKIAH	CA	95482	91040	141834	UC - Urban Center	DC	0.468	4
00226204	351 S OAK ST	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.081	6
00226205	NONE	CITY OF UKIAH	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.386	6
00218512	328 N STATE ST	SUNROOM LLC	53 LIBERTY ST	SAN FRANCISCO	CA	94110	30086	85335	UC - Urban Center	DC	0.044	4
00218305	479 N SCHOOL ST	SAVINGS BANK OF MENDOCINO	PO BOX 3600	UKIAH	CA	95482	71708	19385	UC - Urban Center	DC	0.096	4
00218507	304 N STATE ST	CHRISTIANSEN C ROSS	5575 LAKE RIDGE DRIVE	UKIAH	CA	95482	159305	628736	UC - Urban Center	DC	0.111	4
00226203	207 W STEPHENSON ST	PIDGEON POINT LLC	22 BATTERY ST	SAN FRANCISCO	CA	94111	171666	348534	UC - Urban Center	DC	0.131	4
00226208	NONE	UKIAH CITY OF	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.162	6
00226408	208 S STATE ST	CARDENAS JUAN ALBERTOSANDOVAL	5350 AGNES LN	UKIAH	CA	95482	98648	139266	UC - Urban Center	DC	0.081	4
00218430	NONE	LEVY TTEE THELMA J	502 WALNUT AVE	UKIAH	CA	95482	33503	0	UC - Urban Center	DC	0.194	Other Airport Environs
00218417	411 N SCHOOL ST	UKIAH CITY OF	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.101	Other Airport Environs
00226207	308 S SCHOOL ST	CARTER DAVID A TTEE /	509 JONES ST	UKIAH	CA	95482	108203	180360	UC - Urban Center	DC	0.177	6
00218502	NONE	SUNROOM LLC	53 LIBERTY ST	SAN FRANCISCO	CA	94110	159295	0	UC - Urban Center	DC	0.096	4
00218612	367 N STATE ST	CAMINITI WENDY J TTEE /	4190 HWY 20	UKIAH	CA	95482	155468	721055	UC - Urban Center	DC	0.212	4
00218418	406 N STATE ST	HEWETT DONALD KEITH	406 N STATE ST	UKIAH	CA	95482	246766	132871	UC - Urban Center	DC	0.292	Other Airport Environs
00218511	362 N STATE ST	SUNROOM LLC	53 LIBERTY ST	SAN FRANCISCO	CA	94110	66862	164983	UC - Urban Center	DC	0.095	4
00226407	208 S SCHOOL ST	CEJA CELSO	896 N STATE ST	UKIAH	CA	95482	135450	98508	UC - Urban Center	DC	0.13	4
00226405	210 S STATE ST	LEE JACQUELINE M TTEE	438 N PINE ST	UKIAH	CA	95482	67796	135602	UC - Urban Center	DC	0.058	4
00218419	405 N SCHOOL ST	HEWETT DONALD KEITH	406 N STATE ST	UKIAH	CA	95482	167325	39041	UC - Urban Center	DC	0.139	Other Airport Environs
00222303	102 S SCHOOL ST	ABELL MASONIC TEMPLE ASSOC	PO BOX 1636	UKIAH	CA	95482	97168	374528	UC - Urban Center	DC	0.172	4
00226303	404 S SCHOOL ST	CAVALIN GREGORY G AND LISA L	404 S SCHOOL ST	UKIAH	CA	95482	153688	148253	UC - Urban Center	DC	0.172	4
00218303	310 N SCHOOL ST	THAYER NICHOLAS FORBES	310 N SCHOOL ST	UKIAH	CA	95482	188273	191279	UC - Urban Center	DC	0.228	4
00218613	307 N STATE ST	NEW STATE HOTEL OF UKIAH	PO BOX 221755	SACRAMENTO	CA	95822	65644	237902	UC - Urban Center	DC	0.328	4
00226406	290 S STATE ST	SELIM FRANCINE CRANE TTEE	500 S SPRING ST	UKIAH	CA	95482	173948	399483	UC - Urban Center	DC	0.344	4
00222209	106 N SCHOOL ST	HER I AND MICHAELYN P COOPER REVOCABL	PO BOX 419	UKIAH	CA	95482	136703	273408	UC - Urban Center	DC	0.054	4
00218410	441 N SCHOOL ST	LEVY TTEE THELMA J	502 WALNUT AVE	UKIAH	CA	95482	26537	0	UC - Urban Center	DC	0.14	Other Airport Environs
00218415	NONE	UKIAH CITY OF	300 SEMINARY AVE	UKIAH	CA	95482	0	0	UC - Urban Center	DC	0.252	Other Airport Environs
00222208	108 N SCHOOL ST	MASON TTEE SUSAN L	585 OAK KNOLL RD	UKIAH	CA	95482	88935	170672	UC - Urban Center	DC	0.039	4
00222203	114 N SCHOOL ST	CHEUNG CHUNPO AND ESTHER C Y	2045 BURKE RD	UKIAH	CA	95482	328423	727696	UC - Urban Center	DC	0.267	4
00223109	203 S MAIN ST	LS HEALTH PROPERTIES LLC	3101 S STATE ST	UKIAH	CA	95482	523967	1004413	UC - Urban Center	DC	1.271	4
00223129	247 E PERKINS ST	GONG KENNETH 1/2	66 HUNTINGTON DR	SAN FRANCISCO	CA	94132	163307	199122	UC - Urban Center	DC	0.57	6
00223128	245 E PERKINS ST	MAYFIELD TTEE JAMES	1501 RECREATION RD	UKIAH	CA	95482	130281	374588	UC - Urban Center	DC	0.412	6
00223121	225 E PERKINS ST	CONRETAS MARIBEL SAHAGUN	719 MYRON PLACE	UKIAH	CA	95482	326400	285600	UC - Urban Center	DC	0.511	4
00223101	101 S MAIN ST	REDWOOD CREDIT UNION	3033 CLEVELAND AVE	SANTA ROSA	CA	95403	357000	357000	UC - Urban Center	DC	0.454	4
00223102	119 S MAIN ST	LELAND LOWELL AND PAMELA TTE	801 RIVERSIDE DR	UKIAH	CA	95482	193468	442080	UC - Urban Center	DC	0.27	4
00223130	245 E PERKINS ST	MAYFIELD JAMES M AND BARBARA	1501 RECREATION RD	UKIAH	CA	95482	89561	42301	UC - Urban Center	DC	0.448	6
00223124	276 E CLAY ST	MAYFIELD TTEE JAMES	1501 RECREATION RD	UKIAH	CA	95482	357972	138159	UC - Urban Center	DC	1.219	6
00223127	213 S MAIN ST	CINCO ESTRELLAS LLC	213 S MAIN ST	UKIAH	CA	95482	341347	527950	UC - Urban Center	DC	0.499	4
00223123	235 E PERKINS ST	MAYFIELD JAMES M AND BARBARA	1501 RECREATION RD	UKIAH	CA	95482	585112	823677	UC - Urban Center	DC	1.888	6
00226713	218 S MAIN ST	SUNBEAM AARON	124 FORD ST	UKIAH	CA	95482	66925	128283	UC - Urban Center	DC	0.102	4
00223215	309 E PERKINS ST	NORTH COAST RAILROAD AUTHO	419 TALMAGE RD STE M	UKIAH	CA	95482	0	0	UC - Urban Center	DC	3.921	6
00226714	218 S MAIN ST	295 GROUP LLC	17613 W EAGLE DR	GOODYEAR	AZ	85338	72508	0	UC - Urban Center	DC	0.145	4
00223214	309 E PERKINS ST	STATE OF CALIFORNIA	455 GOLDEN GATE AVE 8TH FLOOR	SAN FRANCISCO	CA	94102	0	0	UC - Urban Center	DC	2.629	6
00223131	307 S MAIN ST	MAYFIELD TTEE JAMES	1501 RECREATION RD	UKIAH	CA	95482	296599	154316	UC - Urban Center	DC	0.911	4
00223132	East CLAY ST	MAYFIELD TTEE JAMES	1501 RECREATION RD	UKIAH	CA	95482	150836	8575	UC - Urban Center	DC	0.604	4
00220029	534 E PERKINS ST	PEAR TREE REH LLC	2727 LBJ FREEWAY STE 806	DALLAS	TX	75234	2971096	12913837	UC - Urban Center	DC	0.86	6
00220044	534 E PERKINS ST	PEAR TREE REH LLC	2727 LBJ FREEWAY STE 806	DALLAS	TX	75234	2971096	12913837	UC - Urban Center	DC	10.086	6
00220044	534 E PERKINS ST	PEAR TREE REH LLC	2727 LBJ FREEWAY STE 806	DALLAS	TX	75234	2971096	12913837	UC - Urban Center	DC	10.086	6

Resolution Number AC 2026-0001

County of Mendocino
Ukiah, California

APRIL 16, 2026

ALUC_2026-0001 – CITY OF UKIAH

RESOLUTION OF THE MENDOCINO COUNTY AIRPORT LAND USE COMMISSION, COUNTY OF MENDOCINO, STATE OF CALIFORNIA, FINDING THAT THE ORDINANCE AMENDMENTS PROPOSED BY THE CITY OF UKIAH – COMMUNITY DEVELOPMENT DEPARTMENT ARE CONSISTENT WITH THE UKIAH MUNICIPAL AIRPORT LAND USE COMPATIBILITY PLAN.

WHEREAS, on October 20, 2022, the Mendocino County Airport Land Use Commission adopted Resolution No. 22-0006 finding the City of Ukiah's General Plan compatible with the UKIALUCP; and

WHEREAS, on March 18, 2026, the City of Ukiah (the "City"), submitted an application for consistency determination with the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) for the proposed rezone and amendment of various land use designations to address misalignment of the Downtown Zoning Code (DZC) form-based codes on larger lots, to be consistent with uses that are planned, under construction, or existing, and to refine the DZC boundaries to focus form-based code application on the Downtown Core.

WHEREAS, California Public Utilities Code Section 21674 provides Airport Land Use Commissions the powers and duties to assist local agencies in ensuring compatible land uses in the vicinity of all new airports and in the vicinity of existing airports to the extent that the land in the vicinity of those airports is not already devoted to incompatible land uses; and

WHEREAS, UKIALUCP Policy 1.4.1 requires mandatory review by the Mendocino County Airport Land Use Commission for zoning ordinances that both affect property within the airport influence area and may involve the type of airport impact concerns listed in Policy 1.3.1(b); and

WHEREAS, in accordance with applicable provisions of law, the Mendocino County Airport Land Use Commission held a public hearing on April 16, 2026, at which time the Mendocino County Airport Land Use Commission heard and received all relevant testimony and evidence presented orally or in writing regarding the consistency determination for the Project. All interested persons were given an opportunity to hear and be heard regarding the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Mendocino County Land Use Commission makes the following findings based upon the evidence in the record:

1. That the foregoing recitals are true and correct and incorporated herein by this reference.
2. The Project does not propose any activities that would create compatibility concerns with respect to (1) noise, (2) safety, (3) airspace protection, or (4) overflight as described in Policy 1.3.1(b).
3. Pursuant to UKIALUCP Policy 3.1.2, no direct conflicts exist between the Project and the requirements of the UKIALUCP and provisions are included both in existing City regulations and under the Project that ensure long-term compliance with the compatibility criteria.

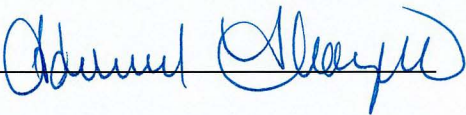
4. Pursuant to UKIALUCP Policy 3.1.3, the City has established a review process for development within the Airport Influence Area that will be utilized for development proposed under the Project.
5. Pursuant to UKIALUCP Policy 3.1.4, the compatibility of uses in the Airport Influence Area are preserved to the maximum extent feasible. Land use conversions are not proposed under the Project and the existing review process in the City for development within the Airport Influence Area will ensure consistency with the compatibility criteria of the UKIALUCP for any future development proposed under the Project.

BE IT FURTHER RESOLVED, that the Mendocino County Airport Land Use Commission, pursuant to UKIALUCP Policy 2.2.6(a), determines the Project is consistent with the UKIALUCP.

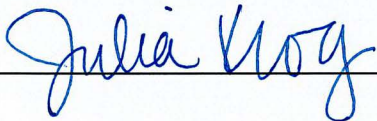
BE IT FURTHER RESOLVED that the Mendocino County Airport Land Use Commission action shall be final and immediately effective upon date of adoption.

I hereby certify that according to the Provisions of Government Code Section 25103 delivery of this document has been made.

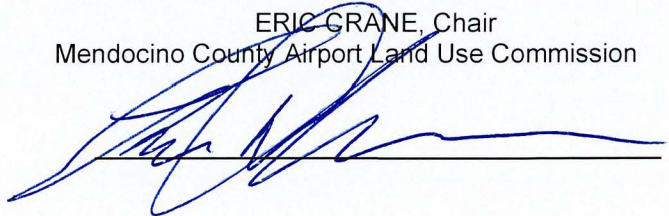
ATTEST: ADRIENNE THOMPSON
Administrative Services Manager II

By: 

BY: JULIA KROG
Director of Planning & Building Services



ERIC CRANE, Chair
Mendocino County Airport Land Use Commission



RESOLUTION No. 2026-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF UKIAH RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING A GENERAL PLAN AMENDMENT, COMPREHENSIVE REZONING OF PARCELS WITHIN AND ADJACENT TO THE DOWNTOWN ZONING CODE (DZC) BOUNDARY AND ESTABLISHING ARTICLE 11.6 OF DIVISION 9, CHAPTER 2 OF THE UKIAH CITY CODE TO CREATE AND REGULATE THE RECREATION (REC) ZONING DISTRICT.

WHEREAS, on June 4, 2012, City staff completed an Initial Study of potential environmental impacts resulting from implementation of a draft Downtown Zoning Code and concluded that a Mitigated Negative Declaration was appropriate for the project after commencing public outreach in 2006; and

WHEREAS, on August 8, 2012, the Planning Commission conducted a public hearing to consider formal recommendations to the City Council concerning the Mitigated Negative Declaration and an ordinance amending the City Code to add the Downtown and East Perkins Street Corridor Zoning Code standards; and

WHEREAS, on August 8, 2012, the Planning Commission voted 2-1 to recommend that the City Council approve the Mitigated Negative Declaration and adopt the Code; and

WHEREAS, on September 5, 2012, the City Council conducted a public hearing and voted 3-0 to adopt the Mitigated Negative Declaration and to introduce an ordinance amending Division 9 (Planning and Development), Chapter 2 (Zoning) of the Ukiah City Code by adding Article 18, entitled Downtown Zoning Code. The City Council subsequently adopted the ordinance as Ordinance No. 1139 on October 3, 2012; and

WHEREAS, the State of California dissolved redevelopment agencies in February 2012, it established successor agencies to unwind Redevelopment Authorities, which removed a key funding source for public improvements and site assembly within the Downtown Core and East Perkins Street corridor. The dissolution shifted the cost of those improvements onto private development; and

WHEREAS, many of the street extensions, street design treatments, and infrastructure concepts contemplated under the Downtown Zoning Code became infeasible following the removal of these financial tools and planning mechanisms; and

WHEREAS, expectations established through the early charrette process and environmental review were no longer realistic in the absence of redevelopment funding. A greater share of public improvements fell to private projects to deliver; and

WHEREAS, the City experienced limited new commercial development and private business interest within the Downtown Zoning Code area following adoption. Since 2012, only one primary commercial structure has been constructed in the Downtown Zoning Code area, and multiple adaptive reuse projects that did not substantially alter existing structures or uses were nonetheless required to undergo discretionary review due to their nonconforming status; and

WHEREAS, on December 7, 2022, the Ukiah City Council adopted the Ukiah 2040 General Plan ("General Plan"), including the Land Use Element and accompanying Land Use Map, which establishes the City's long-range vision for land use, growth, and development; and

WHEREAS, the Project includes amendments to the Ukiah 2040 General Plan Land Use Map to ensure consistency between General Plan land use designations and the proposed zoning classifications within and adjacent to the Downtown Zoning Code boundary; and

WHEREAS, the proposed project ("Project") involves a comprehensive General Plan amendment and rezoning of parcels within and adjacent to the existing DZC boundary, with the goal of aligning zoning regulations with existing land uses, lot dimensions, the General Plan, and the most appropriate development framework based on parcel size, frontage, recent use, and adjacent street network; and

WHEREAS, the Project proposes the following amendments to the General Plan Land Use Map and to Division 9, Chapter 2 of the Ukiah City Code, as identified in Exhibit A and Exhibit B:

- Rezone parcels currently designated Urban Center (UC) and General Urban (GU) to Community Commercial (C-1), to address the misalignment of DZC form-based standards on larger lots along the East Perkins Street corridor and surrounding downtown blocks;
- Rezone portions of the Urban Center (UC) district to Public Facilities (PF), consistent with civic uses that are planned or under construction, including the Mendocino County Superior Courthouse and related facility parking;
- Rezone portions of the Urban Center (UC) district, together with a Heavy Commercial (C2) parcel, to Recreation (REC), consistent with the Recreational (REC) General Plan designation, including the Great Redwood Trail alignment and the existing Ukiah Rail Depot structure;
- Rezone two parcels on Mason Street from Urban Center (UC) to Heavy Commercial (C-2), reflecting the existing mix of warehouse and commercial uses on those parcels; and
- Refine the DZC boundaries to focus form-based code application on the Downtown Core. The Downtown Core land use is expanded to the west and south where it aligns with the traditional block grid, and parcels along the Oak Street and Seminary Avenue corridors are adjusted to General Urban (GU) to better reflect existing development patterns and cross street boundaries; and

WHEREAS, the primary purpose of the Project is to implement the 2040 General Plan policies and goals related to the DZC across two phases. Phase 1 resolves the mismatch between the form-based standards of the DZC and existing development patterns along the East Perkins Street corridor and the Downtown. It accurately categorizes public and recreational lands. It also restores the majority of parcels along the Perkins Street corridor to commercial zoning designations consistent with their pre-DZC status. Phase 2 will focus on updating the DZC to improve adaptive reuse incentives, further encourage infill and mixed-use development, create flexibility for modifying existing buildings, and implement clear, usable design standards; and

WHEREAS, on February 25, 2026, the Planning Commission reviewed initial considerations regarding the Project Area, which includes the historic Downtown Core, the East Perkins Street

corridor, and the former rail corridor (now the Great Redwood Trail), and provided preliminary direction to consider alternatives, seek further input, and advance the Project through airport land use review; and

WHEREAS, on March 18, 2026, the City submitted an application to the Mendocino County Airport Land Use Commission ("ALUC") for a consistency determination, as required under Section 1.4.1(a) of the Ukiah Municipal Airport Land Use Compatibility Plan ("UKIALUCP"), because the Project includes a General Plan amendment and rezoning affecting lands within the Ukiah Municipal Airport Influence Area; and

WHEREAS, on April 16, 2026, the ALUC conducted a duly noticed public hearing and adopted Resolution No. 2026-0001, finding the Project consistent with the UKIALUCP pursuant to Policy 2.2.6(a); and

WHEREAS, the Project is a programmatic action. The Project does not approve any specific structures, generate traffic to or from the airport, introduce wildlife attractants, or alter airspace. Any future discretionary development on the affected parcels will be evaluated on a project-by-project basis for compliance with applicable noise, height, density, and land use compatibility standards, including FAA aeronautical study and No Hazard to Air Navigation determinations where applicable; and

WHEREAS, pursuant to California Government Code Section 65090 and Ukiah City Code Section 9265, the City provided notice of a public hearing before the Planning Commission by publication in a newspaper of general circulation not less than twenty days prior to the hearing, by mailing to owners of property within 300 feet of the Project area where applicable, and by posting at City Hall and on the City's website not less than ten days prior to the hearing; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 10, 2026, at which time the Planning Commission received and considered the staff report and all attachments, the ALUC consistency determination, written and oral testimony from members of the public, and the recommendation of staff; and

WHEREAS, pursuant to California Government Code Section 65860, the proposed rezoning is consistent with the General Plan. The new zoning designations align with the corresponding General Plan land use designations already used by the City, and adoption of the Project resolves the remaining inconsistencies between current zoning and General Plan land use; and

WHEREAS, pursuant to California Government Code Section 65855, the Planning Commission has reviewed the proposed zoning ordinance amendment and now renders its report and recommendation to the City Council; and

WHEREAS, the Planning Commission finds that the Project is in the public interest. The Project advances the City's land use, mobility, housing, and economic development objectives. The Project accurately reflects existing and planned conditions on the ground, provides a clearer and more predictable regulatory framework for property owners and applicants along the East Perkins Street corridor and within the Downtown Core, and is consistent with the General Plan and the UKIALUCP; and

WHEREAS, removing the Great Redwood Trail and Ukiah Rail Depot parcels from the Downtown Zoning Code boundary necessitates the concurrent and immediate creation of the Recreation

(REC) Zoning District to ensure these parcels are not left without appropriate zoning, establishing a regulatory structure that supports the City's recreational objectives; and

WHEREAS, the Planning Commission finds that establishing the REC Zoning District implements and is consistent with the Ukiah 2040 General Plan, providing the regulatory mechanism to implement Policy PFS-12.1 (Park Network) and supporting the Great Redwood Trail.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Ukiah, based on the staff report, the ALUC consistency determination, the environmental analysis, the public testimony received, and all written and oral materials presented at the public hearing, hereby makes the following findings and recommendations:

1. The above Recitals are true and correct and are incorporated herein by this reference as findings of the Planning Commission.
2. General Plan Consistency. The Project is consistent with the Ukiah 2040 General Plan, including but not limited to the following Land Use Element and Economic Development Element goals and policies:
 - a. Land Use Goal LU-3 (Downtown), which seeks to improve and enhance the appearance and vibrancy of Downtown Ukiah and to create a high-quality place for residents, businesses, and visitors. The Project advances this Goal by aligning zoning designations with existing land uses, parcel configurations, and the established street grid. The result is a more cohesive and legible land use pattern across the Downtown and along the East Perkins Street corridor.
 - b. Land Use Policy LU-2.1 (Mixed-Use Downtown). The Project focuses the form-based standards of the DZC on the historic Downtown Core, where those standards are most effective. The Project removes parcels along the East Perkins Street corridor from the DZC so that commercial uses on those parcels may develop under standards better suited to their auto-oriented configuration and frontage.
 - c. Land Use Goal LU-4 (Commercial Uses), which encourages the growth and development of retail, office, service, and entertainment uses in Ukiah to provide jobs, support City services, and make Ukiah an attractive place to live. The Project advances this Goal by restoring commercial zoning designations along the East Perkins Street corridor and by establishing development standards calibrated to existing commercial parcel configurations.
 - d. Goal ENV-1 and the Recreational (REC) Land Use Designation. The Recreation (REC) Zoning District implements the Recreational (REC) land use designation and establishes a regulatory framework to identify and protect lands with generally unrestricted access for public parks, quasi-public recreation facilities, trails, and private parks or recreation facilities.
 - e. Public Facilities, Services, and Infrastructure Goal PFS-12, including Policies PFS-12.1 and PFS-12.7. The Recreation (REC) Zoning District provides a regulatory mechanism to implement a connected park system and the Great Redwood Trail by identifying and managing lands along the railroad corridor, including the trail alignment and the Ukiah Rail Depot, for trail corridors and active recreation.

- f. Economic Development Goal ED-5, including Policies ED-2.1, ED-5.1, and ED-5.3. The Project promotes the local economy and diversifies tourist attractions by applying the Public Facilities (PF) zoning designation to the Mendocino County Superior Courthouse site to accommodate the new civic facility, its associated public parking, and pedestrian connections to the downtown core, maintaining existing outdoor recreation opportunities, and supporting the expansion of the regional trail network.
3. ZONING CONSISTENCY WITH GENERAL PLAN (GOV. CODE § 65860). The proposed zoning designations are consistent with the corresponding General Plan land use designations as follows: parcels designated Community Commercial (CC) are rezoned to Community Commercial (C-1); parcels designated Downtown Core (DC) retain or are incorporated into the Downtown Zoning Code (DZC) districts; parcels designated Public (P) are rezoned to Public Facilities (PF); parcels designated Recreational (REC) are rezoned to the Recreation (REC) Zoning District created by this Ordinance; and select parcels are rezoned to Heavy Commercial (C-2) consistent with their existing development patterns and applicable General Plan land use designations. Adoption of the Project establishes consistency between General Plan designations and zoning classifications throughout the Project Area.
4. AIRPORT LAND USE COMPATIBILITY. The Project is consistent with the Ukiah Municipal Airport Land Use Compatibility Plan, as determined by the Mendocino County Airport Land Use Commission in Resolution No. AC 2026-0001, adopted April 16, 2026. As reviewed by the Mendocino ALUC, the Project relates:
 - a. Noise: The Project area lies outside the 60 to 65 dB CNEL noise contours identified in UKIALUCP Exhibit 4-3, and no additional noise studies or mitigation are triggered by the rezoning at the programmatic level.
 - b. Height and Airspace: The C-1 and C-2 districts allow a maximum height of 50 feet, an increase from the existing DZC maximums of 28 feet (GU) and 42 feet (UC). Future development on rezoned parcels within FAA-defined airspace surfaces will be required to obtain FAA aeronautical study review and a No Hazard to Air Navigation determination prior to project approval, consistent with the City's established practice.
 - c. Land Use Compatibility: The reclassification of parcels to PF and REC reflects low-intensity public and recreational uses that are compatible with airport operations. The two Mason Street parcels rezoned to C-2 reflect existing warehouse and commercial uses, which are generally airport-compatible and do not present noise sensitivity or density concerns.
 - d. Land Use Intensity and Density: The majority of parcels affected by the Project will see a reduction in maximum allowed residential density, transitioning from the Downtown Core (28 to 40 du/ac) to Community Commercial (15 to 28 du/ac) or to PF and REC designations that restrict residential uses. Three parcels within Compatibility Zone 4 (APN 002-272-16, APN 002-272-15, and APN 002-272-02) would be amended to designations allowing higher residential density relative to their current designation, but are currently developed with commercial and mixed-use structures and are not projected to redevelop at intensities exceeding applicable UKIALUCP thresholds.

- e. All future development will be evaluated under the density allowances of the UKIALUCP on a project-by-project basis.
5. CEQA COMPLIANCE. The Planning Commission finds that the Project has been reviewed in accordance with CEQA and the State CEQA Guidelines, and that:
 - a. The Project qualifies for streamlined environmental review pursuant to CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3. The Project is consistent with the development density established by the Ukiah 2040 General Plan, for which the City certified an Environmental Impact Report (State Clearinghouse No. 2022050556). No project-specific significant effects peculiar to the Project or its location have been identified that were not analyzed in the certified EIR.
 - b. All future discretionary development on parcels affected by the Project will be subject to site-specific CEQA review at the time of permit application, consistent with the City's existing development review procedures
6. PUBLIC HEALTH, SAFETY, AND WELFARE. The Project is necessary for the public health, safety, and welfare in that it: (a) aligns the City's zoning regulations with existing development patterns and with the General Plan; (b) clarifies development standards for property owners, applicants, and decision-makers; and (c) supports planned public investments, including the Mendocino County Superior Courthouse and the Great Redwood Trail.
7. PUBLIC NOTICE AND HEARING. All notices and hearings required by California Government Code Section 65090 and Ukiah City Code Section 9265 have been given and held in the time and manner required by law.
8. RECOMMENDATION TO CITY COUNCIL. Pursuant to California Government Code Sections 65855 and 65857, the Planning Commission hereby recommends that the City Council:
 - a. Find that the Project is consistent with the Ukiah 2040 General Plan and the Ukiah Municipal Airport Land Use Compatibility Plan;
 - b. Find that the Project has been reviewed in accordance with CEQA pursuant to CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3, and, to the extent applicable, CEQA Guidelines Section 15061(b)(3);
 - c. Introduce and subsequently adopt an ordinance amending the Ukiah 2040 General Plan Land Use Map and Ukiah City Code Division 9, Chapter 2 to apply the comprehensive rezone and DZC boundary refinement shown on the maps and parcel list attached to the staff report; and add Article 11.6 to Division 9, Chapter 2 of the Ukiah City Code to establish and regulate the Recreation (REC) Zoning District; and
9. SEVERABILITY. If any provision of this Resolution or its application to any person or circumstance is held invalid by a court of competent jurisdiction, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision, and to that end the provisions of this Resolution are severable.
10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10 day of June 2026, by the Planning Commission of the City of Ukiah by the following roll call vote:

AYES: Commissioners Brown, Montano, and Vice Chair Johnson

NOES: None

ABSTAIN: None

ABSENT: Commissioner Hilliker and Chair de Grassi



Craig Schlatter, AICP, Community Development Director



Douglas Rick Johnson, Vice Chair, Planning Commission

ATTEST:



Kristine Lawler, CMC
City Clerk

EXHIBITS

Exhibit A – Draft Ordinance

Exhibit B – Project Area Maps (Current and Proposed Zoning, Alternative Boundary)

Exhibit C – Identified Parcel List

EXHIBIT A

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING THE UKIAH 2040 GENERAL PLAN LAND USE MAP AND DIVISION 9, CHAPTER 2, ARTICLE 18 OF THE UKIAH CITY CODE TO IMPLEMENT DOWNTOWN ZONING CODE (DZC) BOUNDARY MODIFICATIONS, REZONE SPECIFIC PARCELS CONSISTENT WITH THE UKIAH 2040 GENERAL PLAN, AND ADDING ARTICLE 11.6 ESTABLISHING AND REGULATING THE RECREATION (REC) ZONING DISTRICT.

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

SECTION ONE. FINDINGS

1. The City Council of the City of Ukiah finds that the General Plan Amendment, Downtown Zoning Code (DZC) boundary modifications, comprehensive rezoning of specific parcels, and the establishment of the Recreation (REC) Zoning District (collectively, "the Project") implement and are consistent with the Ukiah 2040 General Plan, including but not limited to the following goals and policies:
 - Land Use Goal LU-3, Policy LU-2.1, and Goal LU-4: The Project advances these goals by aligning zoning designations with existing land uses, restoring commercial zoning designations (C-1) along the East Perkins Street corridor, and refining the Downtown Zoning Code (DZC) boundary to focus form-based standards on the historic Downtown Core where those standards are most appropriate and effective.
 - Goal ENV-1 and Recreational Land Use Designation: The REC Zoning District implements the Recreational (REC) land use designation and establishes a regulatory framework to identify and protect lands with generally unrestricted access for public parks, quasi-public recreation facilities, trails, and private parks or recreation facilities.
 - Public Facilities Goal PFS-12 (Policies PFS-12.1 and 12.7): The REC Zoning District provides a regulatory mechanism to implement a connected park system and the Great Redwood Trail by identifying and managing lands along the railroad tracks, including the trail alignment and the Ukiah Rail Depot, for trail corridors and active recreation.
 - Economic Development Goal ED-5 (Policies ED-2.1, ED-5.1, and ED-5.3): The Project promotes the local economy and diversifies tourist attractions by applying the Public Facilities (PF) zoning designation to the Mendocino County Superior Courthouse site to accommodate the new civic facility, its associated public parking, and pedestrian connections to the downtown core, maintaining existing outdoor recreation opportunities, and supporting the expansion of the regional trail network.
2. The City Council finds that the proposed zoning designations are consistent with the corresponding General Plan land use designations as follows: parcels designated Community Commercial (CC) are rezoned to Community Commercial (C-1); parcels designated Downtown Core (DC) retain or are incorporated into the Downtown Zoning Code (DZC) districts; parcels designated Public (P) are rezoned to Public Facilities (PF); parcels designated Recreational (REC) are rezoned to the Recreation (REC) Zoning District created by this Ordinance; and select parcels are rezoned to Heavy Commercial (C-2) consistent with their existing development patterns and applicable General Plan land use designations.

Adoption of the Project establishes consistency between General Plan designations and zoning classifications throughout the Project Area.

3. The City Council finds that the Project is consistent with the Mendocino County Airport Land Use Compatibility Plan (UKIALUCP). The reclassification of parcels to PF and REC reflects low-intensity public and recreational uses and restricts residential development, thereby complying with UKIALUCP density and safety criteria for Airport Influence Zones 4 and 6, fulfilling General Plan Policy LU-10.6. Furthermore, the majority of parcels affected by the DZC boundary modifications will see a reduction in maximum allowed residential density or maintain intensities that do not exceed applicable UKIALUCP thresholds.
4. The City Council finds that the Project promotes the public health, safety, and welfare by protecting recreational areas, supporting public and trail-oriented amenities, aligning the City's zoning regulations with existing development patterns and General Plan designations, clarifying development standards for property owners and applicants, facilitating context-appropriate infill development, and supporting planned public investments.
5. The City Council finds that the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The Project qualifies for streamlined environmental review pursuant to CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3 because it is consistent with the development density, land use designations, and policy framework established by the Ukiah 2040 General Plan, for which the City previously certified an Environmental Impact Report (State Clearinghouse No. 2022050556). No project-specific significant effects peculiar to the Project or its location have been identified that were not previously analyzed in the certified EIR.

SECTION TWO.

A new Article 11.6, entitled "REGULATIONS IN RECREATION (REC) DISTRICT" is hereby added to Division 9, Chapter 2 of the Ukiah City Code and shall read as follows:

§ 9149.1 PURPOSE AND INTENT

The purpose of the Recreation (REC) Zoning District is to provide, protect, and manage lands for public and private recreational facilities. This designation is intended to identify lands with generally unrestricted access for active and passive recreation, including parks, trails, sports fields, and associated amenities. The REC District is consistent with the Recreational (REC) Land Use Designation in the Ukiah 2040 General Plan.

§ 9149.2 DEFINITIONS

For purposes of this Article, the words and phrases set out herein shall have the following meanings within the Recreation Zoning District:

ACTIVE SPORTS FACILITIES: Structured open spaces or facilities designed for organized athletic or recreational activities, including sports fields, courts, BMX tracks, swimming facilities, and similar uses.

BOARDWALKS AND ELEVATED WALKWAYS: Structures designed to provide pedestrian or bicycle access over environmentally sensitive areas while minimizing disturbance to natural features and hydrology.

CULTURAL, HISTORICAL, OR ARCHAEOLOGICAL INTERPRETIVE FACILITIES: Facilities, exhibits, signage, or installations intended to interpret or communicate the cultural, historical, or archaeological significance of a site or feature.

TRAILHEAD: A designated public access point to a trail system that may include parking, signage, restrooms, bicycle facilities, equestrian facilities, or similar amenities supporting trail use.

TRAIL, MULTI-USE: A public or private trail intended to accommodate multiple nonmotorized recreational users, including pedestrians, bicyclists, and equestrians where appropriate.

§ 9149.3 ALLOWED USES

The following uses are allowed by right in the REC District:

- Boardwalks and elevated walkways
- Community gardens
- Interpretive signage and educational kiosks
- Passive recreation
- Public parks and playgrounds
- Trails (Bicycle/Shared-Use, Equestrian, Multi-Use, Public, and Nature/Footpaths)

§ 9149.4 PERMITTED USES

- Active sports facilities (e.g., baseball fields, soccer fields, BMX tracks, and public pools)
- Campground – Open-Space
- Commercial/private recreation (e.g., RV parks, golf courses, and country club facilities)
- Cultural, historical, or archaeological interpretive facilities
- Environmental education centers
- Park and recreation services
- Parking lot(s) serving trailheads or recreation areas
- Recreational/civic structures (e.g., indoor recreation centers, restrooms, concession stands, and the Ukiah Rail Depot structure)
- Special events or temporary uses consistent with the recreation purpose and intent set forth in Section 9149.4 above
- Trailheads

§ 9149.5 HEIGHT LIMITS

- A. Primary structures: Maximum height of 25 feet.
- B. Accessory structures: Maximum height of 15 feet or height of main building, whichever is less.
- C. Improvements:
 - 1. Non-obtrusive towers and equipment used exclusively for wildfire detection, emergency communications, or similar public safety purposes may exceed 25 feet. Any such increase above 25 feet would be subject to discretionary review, and must be the minimum increase necessary for operational effectiveness and designed to reduce visual and environmental impact.

2. Fences or walls: Maximum height of 7 feet, unless consistent with an approved conservation, fuel management, or habitat restoration plan, or approved by Use Permit.

§ 9149.6 SITE AREA

There is no minimum site area for uses in the REC District; however, development intensity must conform to the recreation purpose and intent set forth in Section 9149.4 above

§ 9149.7 SETBACKS

Yard setbacks apply to all new structures, additions, grading, and site improvements, including fences, walls, pavement, and other hardscape features, as set forth below.

- A. Environmental. A minimum 100-foot setback is required from the edge of sensitive environmental resources, including creeks and rivers (measured from the top of bank), wetlands (from the delineated wetland boundary), and mapped sensitive habitat areas.
- B. Visual. To minimize visual impacts, development within or near setback areas shall be sited and designed to maintain natural sightlines and reduce visual prominence through building placement, height and massing control, material selection, and landscape screening, with particular attention to ridgelines.
- C. Slope. For sloped terrain, additional setbacks from the top of slope and toe of slope are required to avoid excessive grading. Slope percentage shall be measured as average grade over a horizontal distance of at least 25 feet, based on existing (pre-project) topography.
 1. On slopes 15% to less than 30%, principal structures and foundations shall be set back a minimum of 10 feet from the top of ridge and 10 feet from the toe of slope.
 2. On slopes 30% or greater, new structures and grading to create building pads are prohibited unless the review authority finds that no practicable alternative exists and that a geotechnical report demonstrates stability without increasing erosion risk; where allowed, the minimum top- and toe-of-slope setbacks shall be 30 feet.
- D. Yard Setbacks: Any adjacent lot that shares a side or rear lot line with land zoned O-S shall provide a transition yard measured from that line as follows for the following uses:
 1. Single Family Residential: Rear 25 feet, side 12 feet;
 2. Multifamily: Rear 30 feet, side 15 feet;
 3. Non-Residential: Rear 35 feet, side 15 feet.
- E. Exception. As part of the applicable Use Permit process, the Zoning Administrator or the Planning Commission may allow encroachments into required setbacks when no practicable alternative exists and the proposed design minimizes both physical and visual disturbance. Findings shall be supported by site- specific analysis, including (as applicable) a geotechnical report, erosion and sediment control plan, and visual analysis.

§ 9149.8 PARKING

- A. For all trailheads and recreation areas the parking requirements shall be one space per ten (10) average daily visitors. The required number of parking spaces may be adjusted by the

Community Development Director through a Determination of Appropriate Use, based on anticipated patterns of use, including but not limited to similar regional facilities; bicycle or pedestrian access requirements; equestrian facilities; educational or group programming; seasonal or event-based usage; proximity to public transit or urbanized areas.

- B. Parking surfaces shall be permeable and screened with vegetation, where feasible.
- C. No overnight public parking is allowed unless allowed by an issued Special Event or Use Permit.
- D. Other Uses: All other uses are subject to the provisions contained in Article 17 of this Chapter.

§ 9149.9 ADDITIONAL REQUIREMENTS

- A. Resource Protection: Grading or vegetation removal shall only be permitted with approval from the Community Development Director or Public Works Director on an emergency basis when not part of an approved conservation, fuel management or habitat restoration plan.
- B. Lighting: Artificial lighting in the Recreation District shall be minimized to the extent feasible and designed to reduce glare, skyglow, and light trespass onto adjacent properties, public rights-of-way, and sensitive environmental areas. Light fixtures shall utilize shielding and downward directionality. Lighting should generally be consistent with the International Dark-Sky Association's (IDA) guidelines for outdoor lighting to minimize light pollution. Exceptions for the illumination of active outdoor sports facilities, trails, or public safety functions are allowed, provided the lighting is designed to minimize off-site light spillover and glare.
- C. Fencing: For Allowed uses, the use of fencing in the Recreation Zoning District is generally discouraged. Any fencing installed must be wildlife-friendly or implemented to maintain public safety. Fences are prohibited if they would impede wildlife movement within a designated wildlife or habitat corridor, as determined by the City based on substantial evidence.
- D. Parking Lot & Recreation Area Landscaping: Landscape plantings in the Recreation District must be native and drought-tolerant species. Parking and recreation surfacing shall be permeable except where infeasible for compliance with the Americans with Disabilities Act or to provide emergency access.
- E. Requirements for Special Events: Events in the Recreation District must be consistent with the purpose of the zoning district set forth in this Article and shall not significantly degrade natural resources or impair public enjoyment of the area. All events require prior approval through a Use Permit.

§ 9149.10 DETERMINATION OF APPROPRIATE USE

Whenever a use is not listed in this Article as a use allowed by right or a use subject to a Use Permit in the REC Zoning District, the Community Development 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 Director shall find as follows:

- A. That the use would not be incompatible with other existing or allowed uses in the REC Zoning District.

- B. That the use would not be detrimental to the continuing preservation of resources or access to the area in which the use would be located.
- C. That the use involves a similar scale and impact to uses that are designated allowed uses in this Article.
- D. That the use is consistent with the purpose and intent of the Recreation Zoning District, including the protection of natural resources, scenic values, and the long-term preservation of open space for public or ecological benefit.
- E. In the case of determining that a use not listed in this Article as an allowed or permitted use could be established with the securing of a Use Permit, the Community Development Director shall find that the proposed use is similar in nature and intensity to the uses listed as permitted uses. All determinations of the Community Development Director regarding whether a use can be allowed or permitted in the Recreation Zoning District shall be final unless a written appeal to the City Council, stating the reasons for the appeal, and the appeal fee, if any, established from time to time by City Council resolution, is filed with the City Clerk within ten (10) days of the date the decision was made. Appeals may be filed by an applicant or any interested party. The City Council shall conduct a duly noticed public hearing on the appeal in accordance with the applicable procedures as set forth in this Chapter. At the close of the public hearing, the City Council may affirm, reverse, revise or modify the appealed decision of the Community Development Director. All City Council decisions on appeals of the Director's actions are final for the City.

SECTION THREE.

Article 18 of Division 9, Chapter 2 of the Ukiah City Code, entitled "DOWNTOWN ZONING CODE" is hereby amended to read as follows (unchanged text is omitted and is shown by " * * * "):

* * *

§ 9222.1 APPLICABILITY

The regulations in section 9222 of this code, including the Zoning Map, apply to all proposed development within the boundaries of this code shown on the Zoning Map. No grading or building permit shall be issued and no discretionary entitlement shall be approved unless the proposed construction and land uses comply with this article.

* * *

- B. Special Designations: The Zoning Map (Figure 1), Circulation Map (Figure 8), and Special Designations Map (Figure 9) establish the following designations. The symbol for each designation is identified on the specific map.
 - 1. Civic Space: Civic spaces are outdoor areas dedicated for public use. Civic spaces are defined by the relationship among certain physical elements, such as their intended use, size, landscaping, and buildings along the frontage line. Several types of civic spaces are described in Table 2: Civic Spaces, and shown in Figure 1 (Zoning Map). This code includes both existing civic spaces and the potential for the creation of new civic spaces as described below:

* * *

b. Preferred (CP): ~~Preferred civic spaces within the district are shown on the Zoning Map. The allowed uses of the parcels with the CP designation are determined by the zoning of the property (GU, UC, DC). The purpose of the CP designation is to identify the preferred location of new civic space within the boundaries of this code and to provide specific recommendations for the following preferred civic spaces.~~[RESERVED]

(1) Depot Area: ~~This preferred civic space provides access to the historic depot and the rail trail corridor. The area currently includes a plaza along the Perkins Street frontage. The parcels in this area are undeveloped and large enough to accommodate large civic uses and spaces. Any future development shall maintain access to the rail trail corridor and depot. Future development should utilize architecture that is compatible with the historic depot, provide adequate pedestrian connections to the rail trail and depot, and expand the current plaza area.~~

(2) Gibson Creek Corridor: ~~New civic spaces and the enhancement of existing spaces encompassing Gibson Creek, including currently covered segments, are recommended elements of this code. Use and development of parcels that abut Gibson Creek within the boundaries of this code are determined by the zoning of the parcel as shown on the Zoning Map. Any future development shall consider daylighting, re-establishing and providing public access to the creek corridor, or granting to the City a sixty-foot (60') right-of-way for the future daylighting, restoration and operation of a publicly accessible creek corridor in a location approximately as shown on the Circulation Map.~~

(3) West of Leslie Street to Railroad Right-of-Way (Railroad Depot Property): ~~The area bounded by Leslie Street, Perkins Street and the railroad tracks includes several larger undeveloped parcels which provide an opportunity for a large civic facility in the form of a single or multiple civic buildings. Any such development should include civic space as described in Table 2 and as allowed in Table 3. The continuation of Hospital Drive into the site provides an opportunity for a terminated vista as shown on the Special Designations Map (Figure 9). The allowed uses and development standards are determined by the zoning of the property.~~

* * *

§ 9229.1 REQUIRED RIPARIAN TREES[RESERVED]

~~Table 26: Required Riparian Trees, identifies the tree species required to be planted in riparian areas. There is no alternate tree list for riparian areas. In order to plant a tree species that is not included in Table 26, Planning Commission approval of a major exception is required.~~

A. ~~Exception Review and Considerations: The request for an exception shall be reviewed by the Planning Department, Public Works Department, and the Electric Utility Department. The exception application shall include the following information in addition to the information required by Table 29.~~

- ~~1. Why species from the required tree list cannot be planted;~~
- ~~2. Why the alternative species proposed is a preferred and appropriate substitute; and~~
- ~~3. Other information as determined by the decision making body or reviewing departments.~~

Table 26: Required Riparian Trees

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerance	Native (Yes/No)	Canopy Type	Location Requirement	Modification to Standard
Arroyo Willow <i>Salix lasiolepis</i>	25 ft.	25 ft.	Deciduous	No	Yes	Round	Gibson Creek	Major Exception
Big-Leaf Maple <i>Acer macrophyllum</i>	50 ft.	40 ft.	Deciduous	Moderate with deep soil	Yes	Spreading	Gibson Creek	Major Exception
Buckeye <i>Aesculus californica</i>	25 ft.	25 ft.	Deciduous	Yes	Yes	Round	Gibson Creek	Major Exception
California Bay <i>Umbellularia californica</i>	30 ft.	30 ft.	Evergreen	Yes	Yes	Round	Gibson Creek	Major Exception
California Black Walnut <i>Juglans californica hindsii</i>	60 ft.	40 ft.	Deciduous	Yes	Yes	Spreading	Gibson Creek	Major Exception
Red Willow <i>Salix laevigata</i>	30 ft.	25 ft.	Deciduous	No	Yes	Round	Gibson Creek	Major Exception
Valley Oak <i>Quercus lobata</i>	70 ft.	70 ft.	Deciduous	Yes	Yes	Spreading	Gibson Creek	Major Exception
White Alder <i>Alnus rhombifolia</i>	50 ft.	40 ft.	Deciduous	No	Yes	Fastigate	Gibson Creek	Major Exception

§ 9229.6 USE OF ALTERNATE TREE SPECIES

Tables 22 and 25 provide alternative tree species for planting as street trees and parking lot trees. Use of a species from these tables requires written approval from the decision making body for the project (e.g., Planning Director, Zoning Administrator, Planning Commission) as determined by section 9231 of this code, Administration and Procedures. Trees from the Alternate Tree Table may be considered for planting when locational constraints or other project-specific issues make a tree from the Required Tree Table unsuitable for planting. The species included in Tables 21 and 24 were selected based on their ability to tolerate various site constraints, such as limited overhead or root space.

Table 20: Landmark Trees on Private Property (1)

COMMON NAME SCIENTIFIC NAME	LOCATION	NUMBER OF TREES	MODIFICATION TO STANDARD (2)
Valley Oak <i>Quercus lobata</i>	225 East Perkins Street	6	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	410 East Perkins Street	4	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	Perkins Street at Pear Tree Center	11	Major Exception
Lebanon Cedar <i>Cedrus libani</i>	Perkins Street at Pear Tree Center	2	Major Exception
Dawn Redwood <i>Metasequoia glyptostroboides</i>	North School Street at West Standley	2	Major Exception
Cork Oak <i>Quercus suber</i>	107 Oak Street at the Saturday Afternoon Club	1	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	107 Oak Street at the Saturday Afternoon Club	2	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	108 Oak Street	1	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	265 Clay Street	2	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	220 Mason Street	1	Major Exception
Valley Oak <i>Quercus lobata</i>	320 Main Street	1	Major Exception
Valley Oak <i>Quercus lobata</i>	324 Main Street	2	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	216 West Henry Street at Foundation for Medical Care	6	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	400 Block North School Street – east side in parking lot	1	Major Exception
Canyon Live Oak <i>Quercus chrysolepis</i>	400 Block North School Street – east side in parking lot	1	Major Exception
Valley Oak <i>Quercus lobata</i>	400 Block North School Street – east side in parking lot	2	Major Exception

Table 20: Landmark Trees on Private Property (1)

COMMON NAME SCIENTIFIC NAME	LOCATION	NUMBER OF TREES	MODIFICATION TO STANDARD (2)
Interior Live Oak <i>Quercus wislizeni</i>	400 Block North School Street – east side in parking lot	2	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	100 Block of Norton Street	1	Major Exception
Oak <i>Quercus</i>	North State Street in front of the courthouse	1	Major Exception
Southern Magnolia <i>Magnolia grandiflora</i>	North State Street in front of the courthouse	2	Major Exception
Tulip Magnolia <i>Magnolia soulangiana</i>	North State Street southeast corner in front of the courthouse	2	Major Exception
Dawn Redwood <i>Metasequoia glyptostroboides</i>	Corner of Standley and School Streets in front of the courthouse	2	Major Exception
Willows (numerous varieties <i>Salix</i>), cottonwoods, black walnut, live oak, valley oak	Gibson Creek corridor from Perkins Street to Leslie Street	–	Major Exception
1. See also Table 19: Protected Trees. 2. See section 9231 of this code, Administration and Procedures.			

§ 9229.7 REQUIRED STREET TREES

Table 21: Required Street Trees for Primary Streets, identifies the tree species that are required to be planted on specific primary streets. Considerations for selection of the species to be planted include site constraints, such as root confinement, overhead wires, canopies, and other street trees in the area. The intent is to create a unifying theme consistent with the street tree design principles included in section 9229.5 of this code by limiting the number of tree species, thereby creating a distinct identity for each primary street included in Table 21. As noted in Table 21, for most streets there is one tree identified to be used at intersections and opportunities to select from several species for planting within the block.

Table 21: Required Street Trees for Primary Streets

Common Name <i>Scientific Name</i>	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Location Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Main Street											
Chinese Pistache <i>Pistacia Chinesis</i>	40 ft.	40 ft.	Deciduous	Yes	No	Round	Moderate	No	No	Supplement existing only at intersection of Perkins Street and State Street	Minor Exception (1)(2)
Holly Oak <i>Quercus illex</i>	35 ft.	35 ft.	Evergreen	Yes	No	Round	Moderate	Yes	Moderate	Use at all intersections	Minor Exception (1)(2)
Red Oak <i>Quercus rubra</i>	70 ft.	50 ft.	Deciduous	Yes	No	Spreading	No	No	No	Slow growth, attractive shade tree	Minor Exception (1)(2)
Valley Oak <i>Quercus lobata</i>	70 ft.	50 ft.	Deciduous	Moderate with deep soil	Yes	Round	No	No	No	At library parking lot <u>and</u> , pocket park <u>and Gibson Creek</u>	Minor Exception (1)(2)
Perkins Street Entry Gateway – From <u>Orchard Main</u> Street to School Street											
Black Oak <i>Quercus kelloggii</i>	50 ft.	40 ft.	Deciduous	Yes	Yes	Round	Moderate	No	No	Predominant street tree for Perkins Street.	Minor Exception (1)(2)

Table 21: Required Street Trees for Primary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Location Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
										Native oak species	
Holly Oak <i>Quercus ilex</i>	35 ft.	35 ft.	Evergreen	Yes	No	Round	Moderate	Yes	Moderate	Moderate growth rate, to complement existing	Minor Exception (1)(2)
Dwarf Southern Magnolia <i>Magnolia grandiflora</i> 'Little Gem'	25 ft.	15 ft.	Evergreen	Moderate	No	Fastigiate	Yes	Yes	Yes	At intersection of Perkins Street and State Street	Minor Exception (1)(2)
School Street											
Chinese Pistache <i>Pistacia Chinesis</i>	40 ft.	40 ft.	Deciduous	Yes	No	Round	Moderate	No	No	The only species to be used on School Street	Minor Exception (1)(2)
State Street											
Interior Live Oak <i>Quercus wislizenii</i>	35 ft.	40 ft.	Evergreen	Yes	Yes	Round	Yes	No	No	Use at intersections when adequate space at bulb outs	Minor Exception (1)(2)

Table 21: Required Street Trees for Primary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Location Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
London Sycamore <i>Plantanus acerfolia</i> 'Bloodgood'	60 ft.	40 ft.	Deciduous	Yes	No	Broadly Pyramidal	Moderate	No	No	Predominant street tree for State Street. Well suited to local conditions	Minor Exception (1)(2)
1. Zoning Administrator approval of a minor exception is required to use a tree species from Table 22: Alternate Street Trees for Primary Streets. 2. Planning Commission approval of a major exception is required to use a tree species that is not from Table 22: Alternate Street Trees for Primary Streets.											

§ 9229.8 ALTERNATE STREET TREES FOR PRIMARY STREETS

Table 22 identifies the tree species that may be used as a substitute for the species required by Table 21. For most streets included in Table 22 there is one tree identified to be used at intersections and opportunities to select from several species for planting within the block. Use of a tree from Table 22 requires Zoning Administrator approval of a minor exception. In order to plant a tree species that is not included in Table 21 or Table 22, Planning Commission approval of a major exception is required.

Table 22: Alternate Street Trees for Primary Streets

Common Name <i>Scientific Name</i>	Avera ge Height (feet)	Avera ge Sprea d (feet)	Evergre en or Deciduo us	Droug ht Tolera nt	Native (Yes/N o)	Canopy Type	Suitable For			Locational Requirements/Character istics	Modificati on to Standard
							Roots and Confin ed Spaces	Overhe ad Wires	Canop y and Confin ed Spaces		
Main Street											
Fastigate English Oak <i>Quercus robur</i> 'Fastigiata'	45 ft.	15 ft.	Deciduou s	Modera te	No	Fastigia te	Yes	No	Yes	Fast upright growth for limited canopy locations	Major Exception
European Hornbeam <i>Carpinus betulus</i> 'Fastigiata'	50 ft.	30 ft.	Deciduou s	Modera te	No	Oval	Yes	No	Yes	Fast growth. Needs water when young	Major Exception
Fruitless Olive <i>Olea europea</i> 'Swan Hill'	25 ft.	20 ft.	Evergree n	Yes	No	Round	Yes	Yes	Yes	Use at intersections	Major Exception
Perkins Street Entry Gateway – From Orchard Main Street to School Street											
London Plane <i>Plantanus acerfolia</i>	60 ft.	40 ft.	Deciduou s	Yes	No	Broadly pyramid al	Modera te	No	No	Well suited to urban site conditions, better choice for water retentive soils	Major Exception

Table 22: Alternate Street Trees for Primary Streets

Common Name <i>Scientific Name</i>	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements/Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
'Bloodgood'											
Redbud <i>Cercis reniformis</i> 'Oklahoma'	20 ft.	20 ft.	Deciduous	Yes	No	Vase	Yes	Yes	Yes	Suitable under utility lines, spring blooms	Major Exception
Washington Hawthorne <i>Crataegus phaenopyrum</i>	25 ft.	20 ft.	Deciduous	Moderate	No	Vase	Yes	Yes	Yes	Suitable under utility lines, spring blooms/fall color	Major Exception
State Street											
Flowering Pear <i>Pyrus calleryana</i> 'Aristocrat'	40 ft.	30 ft.	Deciduous	Moderate	No	Pyramidal	Yes	No	Yes	Alternate to <i>Platanus</i> in restrictive locations	Major Exception
Grecian Laurel <i>Laurus nobilis</i>	30 ft.	25 ft.	Evergreen	Yes	No	Pyramidal	Yes	Yes	Yes	Use at intersections for limited canopy locations	Major Exception
School Street – There Are No Alternate Street Trees for School Street											

§ 9229.9 REQUIRED STREET TREES FOR NONPRIMARY STREETS

Table 23 identifies the required tree species for all streets not included in Table 21. There are no alternate trees for nonprimary streets due to the wide variety of species included in Table 23. Requests to use a species not included in Table 23 require Planning Commission approval of a major exception. The exception application shall include the items required by subsections 9229.8A1 through 9229.8A4 of this code and Table 29.

Table 23: Required Street Trees for Nonprimary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Chinese Pistache <i>Pistacia Chinesis</i>	40 ft.	40 ft.	Deciduous	Yes	No	Round	Moderate	No	No	Supplement existing only at intersection of Perkins Street and State Street	Major Exception
Dwarf Southern Magnolia <i>Magnolia grandiflora</i> 'Little Gem'	25 ft.	15 ft.	Evergreen	Moderate	No	Fastigiate	Yes	Yes	Yes	At intersection of Perkins Street and State Street	Major Exception
European Hornbeam <i>Carpinus betulus</i> 'Fastigiata'	50 ft.	30 ft.	Deciduous	Moderate	No	Oval	Yes	No	Yes	Fast growth, needs water when young	Major Exception

Table 23: Required Street Trees for Nonprimary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Flowering Pear <i>Pyrus calleryana</i> 'Aristocrat'	40 ft.	30 ft.	Deciduous	Moderate	No	Pyramidal	Yes	No	Yes	Alternate to <i>Plantanus</i> in restrictive locations	Major Exception
Fruitless Olive <i>Olea europea</i> 'Swan Hill'	25 ft.	20 ft.	Evergreen	Yes	No	Round	Yes	Yes	Yes	Use at intersections	Major Exception
Grecian Laurel <i>Laurus nobilis</i>	30 ft.	25 ft.	Evergreen	Yes	No	Pyramidal	Yes	Yes	Yes	Use at intersections or limited canopy locations	Major Exception
London Plane <i>Plantanus acerfolia</i> 'Bloodgood'	60 ft.	40 ft.	Deciduous	Yes	No	Broadly pyramidal	Moderate	No	No	Well suited to urban site conditions, better choice for water retentive soils	Major Exception
Oak, Black <i>Quercus kelloggii</i>	50 ft.	40 ft.	Deciduous	Yes	Yes	Round	Moderate	No	No	Predominant street tree for Perkins Street. Native oak species	Major Exception

Table 23: Required Street Trees for Nonprimary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Oak, English Fastigate <i>Quercus robur</i> 'Fastigiata'	45 ft.	15 ft.	Deciduous	Moderate	No	Fastigate	Yes	No	Yes	Fast upright growth for limited canopy locations	Major Exception
Oak, Holly <i>Quercus ilex</i>	35 ft.	35 ft.	Evergreen	Yes	No	Round	Moderate	Yes	Moderate	Use at all intersections	Major Exception
Oak, Interior Live <i>Quercus wislizenii</i>	35 ft.	40 ft.	Evergreen	Yes	Yes	Round	Yes	No	No	Use at intersections when adequate space at bulb outs	Major Exception
Oak, Red <i>Quercus rubra</i>	70 ft.	50 ft.	Deciduous	Yes	No	Spreading	No	No	No	Slow growth, attractive shade tree	Major Exception
Oak, Valley <i>Quercus lobata</i>	70 ft.	50 ft.	Deciduous	Moderate with deep soil	Yes	Round	No	No	No	At library parking lot and pocket park and Gibson Creek	Major Exception
Redbud <i>Cercis reniformis</i> 'Oklahoma'	20 ft.	20 ft.	Deciduous	Yes	No	Vase	Yes	Yes	Yes	Suitable under utility lines, spring blooms	Major Exception

Table 23: Required Street Trees for Nonprimary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Washington Hawthorne <i>Crataegus phaenopyrum</i>	25 ft.	20 ft.	Deciduous	Moderate	No	Vase	Yes	Yes	Yes	Suitable under utility lines, spring blooms/fall color	Major Exception

§ 9230.4 PRIMARY STREETS

All existing streets within the boundaries of this code are considered primary streets except ~~the following: Oak Street from Clay Street to Henry Street and Standley Street from Main Street to Mason Street.~~ Primary streets shall be held to the highest standards of this code in support of pedestrian activities.

§ 9230.5 STREETS

C. Street Extensions: The purpose of the street extensions is to extend throughout the boundaries of this code the grid pattern of smaller walkable blocks that currently exists in the downtown, comply with block perimeter standards included in Table 4: Site Development Standards, comply with the circulation and other requirements of this code, and to implement the purpose of this code included in section 9220 of this code.

1. Required Street Extensions: This code includes the required extensions of existing streets identified below. Compliance with block perimeter and other requirements of this code will be determined through the development review process.

a. ~~Clay Street: Clay Street extended across the railroad tracks to connect to Leslie Street. The extension of Clay Street over the railroad tracks requires approval of the Public Utilities Commission (PUC). If the PUC does not approve the crossing of the railroad tracks, Clay Street would include two (2) separate segments: (1) Main Street to the railroad right of way which is an existing street that would be improved to include wide sidewalks, street trees, and bike lanes, and (2) an extension from the east side of the railroad right of way to connect with Leslie Street and align with Peach Street to create a four (4) way intersection.~~ [RESERVED]

b. ~~Hospital Drive: Hospital Drive extended to the extension of Clay Street. The location and design of the extension of Hospital Drive shall take into consideration the preservation and enhancement of Gibson Creek.~~

2. Recommended Street Extension: This code includes the following recommended extensions of existing streets:

a. Church Street: Church Street extended from Main Street terminating at the railroad right-of-way. This street extension is recommended if the parcels across which Church Street would be extended are assembled and redeveloped. In order to comply with the minimum block perimeter standards, some form of circulation improvement may be required as part of a development proposal. Compliance with the block perimeter requirement shall be determined as part of the project review process.

b. Stephenson Street: Stephenson Street extended from Main Street terminating at the railroad right-of-way. This street extension is recommended if the parcels across which Stephenson Street would be extended are assembled and redeveloped. In order to comply with the minimum block perimeter standards, some form of circulation improvement may be required as part of a development proposal. Compliance with

the block perimeter requirement shall be determined as part of the project review process.

* * *

§ 9230.7 PEDESTRIAN/BIKE PATHS

Figure 8: Circulation Map, identifies the location of required and recommended pedestrian/bike paths.

A. Required Paths:

1. ~~Gibson Creek Corridor: The required bike/pedestrian path shall be constructed as a Caltrans Class I path.~~ **[RESERVED]**
2. ~~Railroad Corridor: The required bike/pedestrian path shall be constructed as a Caltrans Class I path.~~
3. ~~Perkins Street at Pear Tree Center: One designated and dedicated pedestrian/bike path extending from Perkins Street into the Pear Tree Shopping Center as shown on Figure 8. The location shown in Figure 8 is approximate and every effort should be made to provide this access as part of a development application in the general area shown on the Circulation Map. The required path shall be constructed to the standards of a Caltrans Class I path.~~

* * *

§ 9230.8 GIBSON CREEK **[RESERVED]**

~~Gibson Creek is located within the boundaries of this code and provides riparian and aquatic habitat that supports a variety of insects, amphibians, fish, and animals and serves as a water source and migration corridor for wildlife. New road or bridge construction should be designed to balance vehicular, bike, and pedestrian circulation with the community's desire to enhance and preserve the creek and its riparian and aquatic habitat, and associated wildlife. New development adjacent to the creek shall dedicate right of way or provide an access easement of sufficient width to allow for adequate maintenance of the creek.~~

* * *

SECTION FOUR.

1. **Publication:** Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
2. **Effective Date:** The ordinance shall become effective thirty (30) days after its adoption.
3. **Severability:** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or

enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Introduced by title only on , 2026, by the following roll call vote: AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on , 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

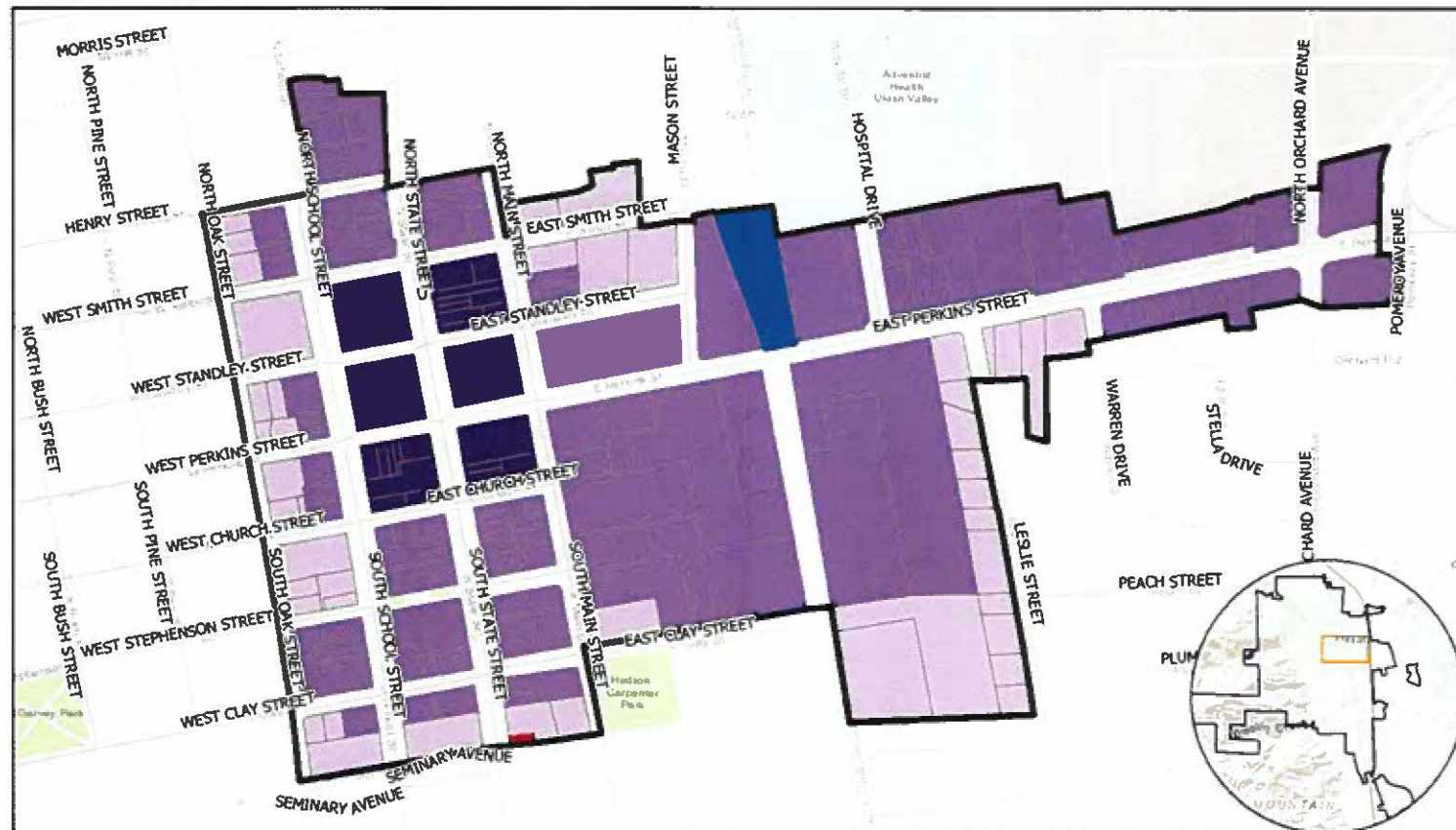
Susan Sher, Mayor

ATTEST:

Kristine Lawler, CMC/City Clerk

EXHIBIT B

Existing Downtown Zoning Code



Legend

 Roads	 C1 - Community Commercial	 DC - Downtown Core
 Existing DZC Boundary	 C2 - Heavy Commercial	 GU - General Urban
		 UC - Urban Center

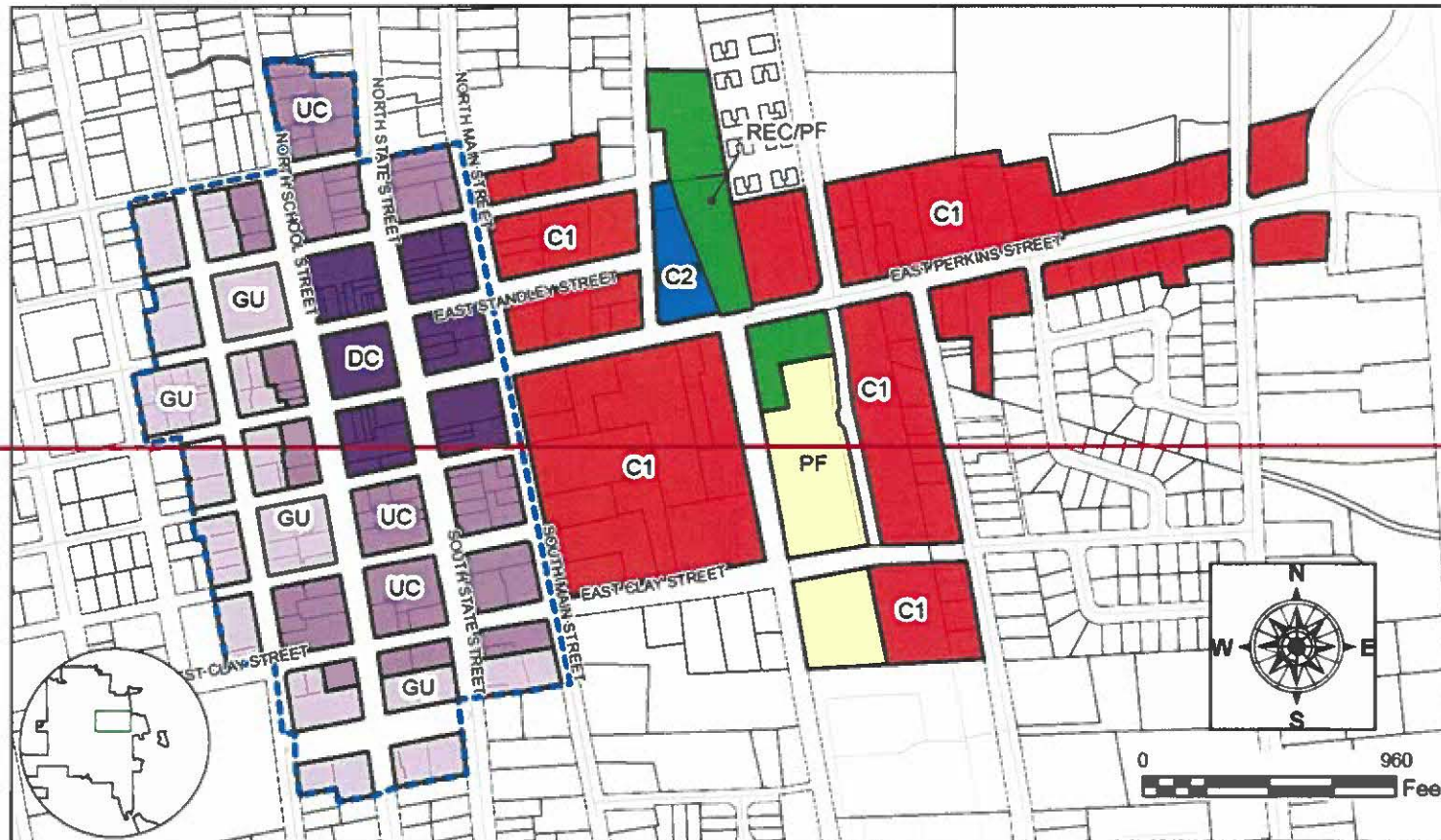
Bureau of Land Management; Esri; HERE, Garmin, USGS, NSA, EPA, USDA, TIPS, Bureau of Land Management; Esri; HERE, Garmin, INCREMENT P, USGS, EPA, USDA

0 600 Feet



THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
DO NOT USE TO DETERMINE LEGAL PROPERTY BOUNDARIES.

Proposed Downtown Zoning Code



Legend

Proposed DZC Zoning

C1 - Community Commercial

C2 - Heavy Commercial

DC - Downtown Core

GU - General Urban

UC - Urban Center

PF - Public Facility

REC/PF - Recreation/
Public Facility
Roads

Ukiah Assessor Parcels

Proposed DZC
Boundary

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MAP UPDATED APRIL 2026

(Strike through;
see next page
for final map)



Proposed Downtown Zoning Code Map



Proposed Zoning

C1 - Community Commercial

C2 - Heavy Commercial

DC - Downtown Core

GU - General Urban

UC - Urban Center

PF - Public Facility

REC/PF - Recreation/
Public Facility

Roads

Ukiah Assessor Parcels

Proposed DZC
Boundary

DO NOT USE TO DETERMINE LEGAL BOUNDARIES. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY, OR USEFULNESS OF THIS INFORMATION.

Proposed Alternative Downtown Zoning Code

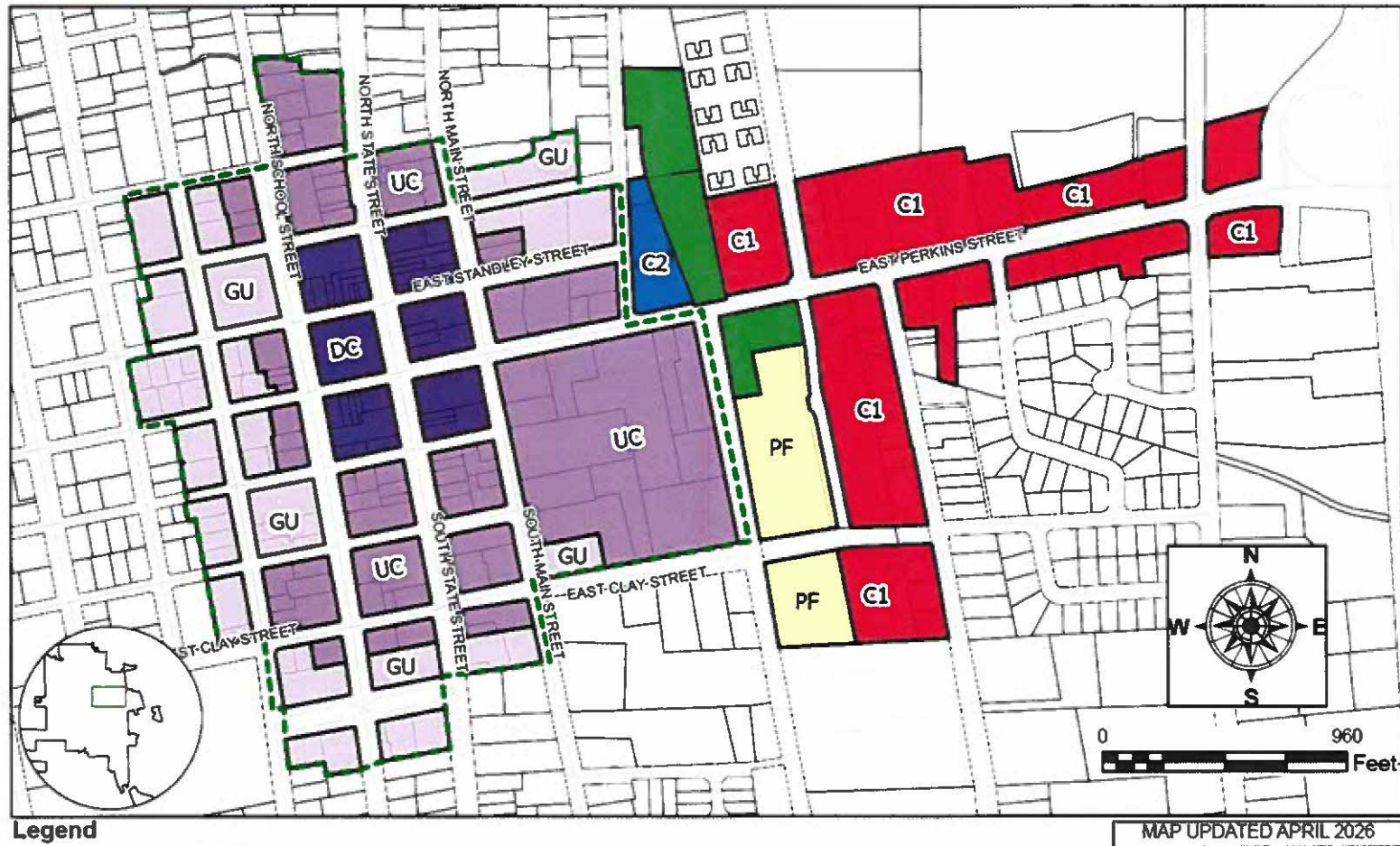


EXHIBIT C

PROJECT PARCEL LIST

Changes by Parcel

ZONE CHANGE: Urban Center (UC) to Community Commercial (C-1)

GENERAL PLAN CHANGE: Downtown Core (DC) to Community Commercial (CC)

APN	SITUS ADDRESS	Ac.	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00220032	NONE	0.04	UC	C1	DC	CC	6
00220034	NONE	0.1	UC	C1	DC	CC	6
00219353	NONE	0.34	UC	C1	DC	CC	6
00224205	543 E PERKINS ST	0.14	UC	C1	DC	CC	6
00224204	529 E PERKINS ST	0.14	UC	C1	DC	CC	6
00220040	115 N ORCHARD AVE	0.81	UC	C1	DC	CC	6
00224202	505 E PERKINS ST	0.17	UC	C1	DC	CC	6
00220036	410 E PERKINS ST	0.7	UC	C1	DC	CC	6
00220035	402 E PERKINS ST	0.69	UC	C1	DC	CC	6
00224206	557 E PERKINS ST	0.14	UC	C1	DC	CC	6
00224207	571 E PERKINS ST	0.24	UC	C1	DC	CC	6
00224203	515 E PERKINS ST	0.14	UC	C1	DC	CC	6
00224701	605 E PERKINS ST	0.69	UC	C1	DC	CC	6
00220038	596 E PERKINS ST	0.45	UC	C1	DC	CC	6
00224217	585 E PERKINS ST	0.33	UC	C1	DC	CC	6
00219345	404 E PERKINS ST	1.03	UC	C1	DC	CC	6
00219315	400 E PERKINS ST	0.75	UC	C1	DC	CC	6
00219354	135 HOSPITAL DR	0.22	UC	C1	DC	CC	6
00219352	NONE	0.23	UC	C1	DC	CC	6
00219355	320 E PERKINS ST	0.27	UC	C1	DC	CC	6
00219314	326 E PERKINS ST	0.2	UC	C1	DC	CC	6
00219321	308 E PERKINS ST	1.26	UC	C1	DC	CC	6
00220043	534 E PERKINS ST	0.86	UC	C1	DC	CC	6
00220044	534 E PERKINS ST	0.08	UC	C1	CC	CC	6
00220044	534 E PERKINS ST	0.1	UC	C1	CC	CC	6
00223215	309 E PERKINS ST	2.15	UC	C1	DC	CC	6

ZONE CHANGE: Urban Center (UC) to Heavy Commercial (C-2)**GENERAL PLAN CHANGE: Downtown Core (DC) to Community Commercial (CC)**

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00219312	185 MASON ST	0.12	UC	C2	DC	CC	6
00219317	169 MASON ST	0.98	UC	C2	DC	CC	6

ZONE CHANGE: General Urban (GU) to Community Commercial (C-1)**GENERAL PLAN CHANGE: Downtown Core (DC) to Community Commercial (CC)**

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00224101	401 E PERKINS ST	0.09	GU	C1	DC	CC	6
00224107	495 E PERKINS ST	0.34	GU	C1	DC	CC	6
00224103	407 E PERKINS ST	0.49	GU	C1	DC	CC	6
00228205	140 LESLIE ST	0.19	GU	C1	DC	CC	6
00228204	138 LESLIE ST	0.19	GU	C1	DC	CC	6
00228203	134 LESLIE ST	0.26	GU	C1	DC	CC	6
00224102	403 E PERKINS ST	0.27	GU	C1	DC	CC	6
00223211	NONE	0.19	GU	C1	DC	CC	6
00223210	NONE	0.19	GU	C1	DC	CC	6
00223205	122 LESLIE ST	0.4	GU	C1	DC	CC	6
00223204	124 LESLIE ST	0.14	GU	C1	DC	CC	6
00223207	120 LESLIE ST	0.18	GU	C1	DC	CC	6
00223209	NONE	0.26	GU	C1	DC	CC	6
00223206	325 E PERKINS ST	0.29	GU	C1	DC	CC	6
00228220	200 E CLAY ST	1.25	GU	C1	DC	CC	6
00228202	NONE	0.13	GU	East Clay St. Extension onto Peach St.	DC		6

ZONE CHANGE: Heavy Commercial (**C-2**) & Urban Center (**UC**) to Recreation (**REC**)

GENERAL PLAN CHANGE: Community Commercial and Downtown Core (**CC** & **DC**) to Recreational (**REC**)

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00223215	309 E PERKINS ST	0.95	UC	REC	DC	REC	6
00219344	NONE	1.33	C2	REC	CC	REC	6

ZONE CHANGE: General Urban (**GU**) & Urban Center (**UC**) to Public Facilities (**PF**)

GENERAL PLAN CHANGE: Downtown Core (**DC**) to Public (**P**)

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00228221	309 E PERKINS ST	1.44	GU	PF	DC	P	6
00223214	309 E PERKINS ST	2.81	UC	PF	DC	P	6

**ZONE CHANGE: Neighborhood and Community Commercial (CN & C-1) to
General Urban (GU)**

**GENERAL PLAN CHANGE: Neighborhood Commercial and Community
Commercial (NC & CC) to Downtown Core (DC)**

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00226909	415 S STATE ST	0.05	C1	GU	CC	DC	4
00225609	NONE	0.13	C1	GU	CC	DC	6
00221804	NONE	0.15	C1	GU	CC	DC	6
00221805	NONE	0.14	C1	GU	CC	DC	6
00221703	280 North OAK ST	0.18	C1	GU	CC	DC	6
00221907	306 W CHURCH ST	0.24	C1	GU	CC	DC	6
00217607	300 W SMITH ST	0.61	CN	GU	NC	DC	6
00225607	218 S OAK ST	0.13	C1	GU	CC	DC	6
00221706	224 N OAK ST	0.45	C1	GU	CC	DC	6
00221902	104 S OAK ST	0.31	C1	GU	CC	DC	6
00225605	206 S OAK ST	0.13	C1	GU	CC	DC	6
00225603	204 S OAK ST	0.17	C1	GU	CC	DC	6
00221806	NONE	0.18	C1	GU	CC	DC	6
00221803	NONE	0.11	C1	GU	CC	DC	6
00221802	NONE	0.13	C1	GU	CC	DC	6
00221807	NONE	0.12	C1	GU	CC	DC	6
00221808	NONE	0.12	C1	GU	CC	DC	6
00225705	NONE	0.1	C1	GU	CC	DC	6
00225704	NONE	0.38	C1	GU	CC	DC	6
00227202	502 S STATE ST	0.29	C1	GU	CC	DC	4
00227216	195 SEMINARY AVE	0.07	C1	GU	CC	DC	4
00227103	510 S SCHOOL ST	0.32	C1	GU	CC	DC	6
00227101	293 SEMINARY AVE	0.22	C1	GU	CC	DC	6
00227215	185 SEMINARY AVE	0.23	C1	GU	CC	DC	4

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING THE UKIAH 2040 GENERAL PLAN LAND USE MAP AND DIVISION 9, CHAPTER 2, ARTICLE 18 OF THE UKIAH CITY CODE TO IMPLEMENT DOWNTOWN ZONING CODE (DZC) BOUNDARY MODIFICATIONS, REZONE SPECIFIC PARCELS CONSISTENT WITH THE UKIAH 2040 GENERAL PLAN, AND ADDING ARTICLE 11.6 ESTABLISHING AND REGULATING THE RECREATION (REC) ZONING DISTRICT.**

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

SECTION ONE. FINDINGS

1. The City Council of the City of Ukiah finds that the General Plan Amendment, Downtown Zoning Code (DZC) boundary modifications, comprehensive rezoning of specific parcels, and the establishment of the Recreation (REC) Zoning District (collectively, "the Project") implement and are consistent with the Ukiah 2040 General Plan, including but not limited to the following goals and policies:
 - Land Use Goal LU-3, Policy LU-2.1, and Goal LU-4: The Project advances these goals by aligning zoning designations with existing land uses, restoring commercial zoning designations (C-1) along the East Perkins Street corridor, and refining the Downtown Zoning Code (DZC) boundary to focus form-based standards on the historic Downtown Core where those standards are most appropriate and effective.
 - Goal ENV-1 and Recreational Land Use Designation: The REC Zoning District implements the Recreational (REC) land use designation and establishes a regulatory framework to identify and protect lands with generally unrestricted access for public parks, quasi-public recreation facilities, trails, and private parks or recreation facilities.
 - Public Facilities Goal PFS-12 (Policies PFS-12.1 and 12.7): The REC Zoning District provides a regulatory mechanism to implement a connected park system and the Great Redwood Trail by identifying and managing lands along the railroad tracks, including the trail alignment and the Ukiah Rail Depot, for trail corridors and active recreation.
 - Economic Development Goal ED-5 (Policies ED-2.1, ED-5.1, and ED-5.3): The Project promotes the local economy and diversifies tourist attractions by applying the Public Facilities (PF) zoning designation to the Mendocino County Superior Courthouse site to accommodate the new civic facility, its associated public parking, and pedestrian connections to the downtown core, maintaining existing outdoor recreation opportunities, and supporting the expansion of the regional trail network.
2. The City Council finds that the proposed zoning designations are consistent with the corresponding General Plan land use designations as follows: parcels designated Community Commercial (CC) are rezoned to Community Commercial (C-1); parcels designated Downtown Core (DC) retain or are incorporated into the Downtown Zoning Code (DZC) districts; parcels designated Public (P) are rezoned to Public Facilities (PF); parcels designated Recreational (REC) are rezoned to the Recreation (REC) Zoning District created by this Ordinance; and select parcels are rezoned to Heavy Commercial (C-2) consistent with their existing development patterns and applicable General Plan land use designations.

Adoption of the Project establishes consistency between General Plan designations and zoning classifications throughout the Project Area.

3. The City Council finds that the Project is consistent with the Mendocino County Airport Land Use Compatibility Plan (UKIALUCP). The reclassification of parcels to PF and REC reflects low-intensity public and recreational uses and restricts residential development, thereby complying with UKIALUCP density and safety criteria for Airport Influence Zones 4 and 6, fulfilling General Plan Policy LU-10.6. Furthermore, the majority of parcels affected by the DZC boundary modifications will see a reduction in maximum allowed residential density or maintain intensities that do not exceed applicable UKIALUCP thresholds.
4. The City Council finds that the Project promotes the public health, safety, and welfare by protecting recreational areas, supporting public and trail-oriented amenities, aligning the City's zoning regulations with existing development patterns and General Plan designations, clarifying development standards for property owners and applicants, facilitating context-appropriate infill development, and supporting planned public investments.
5. The City Council finds that the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The Project qualifies for streamlined environmental review pursuant to CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3 because it is consistent with the development density, land use designations, and policy framework established by the Ukiah 2040 General Plan, for which the City previously certified an Environmental Impact Report (State Clearinghouse No. 2022050556). No project-specific significant effects peculiar to the Project or its location have been identified that were not previously analyzed in the certified EIR.

SECTION TWO.

A new Article 11.6, entitled "REGULATIONS IN RECREATION (REC) DISTRICT" is hereby added to Division 9, Chapter 2 of the Ukiah City Code and shall read as follows:

§ 9149.1 PURPOSE AND INTENT

The purpose of the Recreation (REC) Zoning District is to provide, protect, and manage lands for public and private recreational facilities. This designation is intended to identify lands with generally unrestricted access for active and passive recreation, including parks, trails, sports fields, and associated amenities. The REC District is consistent with the Recreational (REC) Land Use Designation in the Ukiah 2040 General Plan.

§ 9149.2 DEFINITIONS

For purposes of this Article, the words and phrases set out herein shall have the following meanings within the Recreation Zoning District:

ACTIVE SPORTS FACILITIES: Structured open spaces or facilities designed for organized athletic or recreational activities, including sports fields, courts, BMX tracks, swimming facilities, and similar uses.

BOARDWALKS AND ELEVATED WALKWAYS: Structures designed to provide pedestrian or bicycle access over environmentally sensitive areas while minimizing disturbance to natural features and hydrology.

CULTURAL, HISTORICAL, OR ARCHAEOLOGICAL INTERPRETIVE FACILITIES: Facilities, exhibits, signage, or installations intended to interpret or communicate the cultural, historical, or archaeological significance of a site or feature.

TRAILHEAD: A designated public access point to a trail system that may include parking, signage, restrooms, bicycle facilities, equestrian facilities, or similar amenities supporting trail use.

TRAIL, MULTI-USE: A public or private trail intended to accommodate multiple nonmotorized recreational users, including pedestrians, bicyclists, and equestrians where appropriate.

§ 9149.3 ALLOWED USES

The following uses are allowed by right in the REC District:

- Boardwalks and elevated walkways
- Community gardens
- Interpretive signage and educational kiosks
- Passive recreation
- Public parks and playgrounds
- Trails (Bicycle/Shared-Use, Equestrian, Multi-Use, Public, and Nature/Footpaths)

§ 9149.4 PERMITTED USES

- Active sports facilities (e.g., baseball fields, soccer fields, BMX tracks, and public pools)
- Campground – Open-Space
- Commercial/private recreation (e.g., RV parks, golf courses, and country club facilities)
- Cultural, historical, or archaeological interpretive facilities
- Environmental education centers
- Park and recreation services
- Parking lot(s) serving trailheads or recreation areas
- Recreational/civic structures (e.g., indoor recreation centers, restrooms, concession stands, and the Ukiah Rail Depot structure)
- Special events or temporary uses consistent with the recreation purpose and intent set forth in Section 9149.4 above
- Trailheads

§ 9149.5 HEIGHT LIMITS

- A. Primary structures: Maximum height of 25 feet.
- B. Accessory structures: Maximum height of 15 feet or height of main building, whichever is less.
- C. Improvements:
 - 1. Non-obtrusive towers and equipment used exclusively for wildfire detection, emergency communications, or similar public safety purposes may exceed 25 feet. Any such increase above 25 feet would be subject to discretionary review, and must be the minimum increase necessary for operational effectiveness and designed to reduce visual and environmental impact.

2. Fences or walls: Maximum height of 7 feet, unless consistent with an approved conservation, fuel management, or habitat restoration plan, or approved by Use Permit.

§ 9149.6 SITE AREA

There is no minimum site area for uses in the REC District; however, development intensity must conform to the recreation purpose and intent set forth in Section 9149.4 above

§ 9149.7 SETBACKS

Yard setbacks apply to all new structures, additions, grading, and site improvements, including fences, walls, pavement, and other hardscape features, as set forth below.

- A. Environmental. A minimum 100-foot setback is required from the edge of sensitive environmental resources, including creeks and rivers (measured from the top of bank), wetlands (from the delineated wetland boundary), and mapped sensitive habitat areas.
- B. Visual. To minimize visual impacts, development within or near setback areas shall be sited and designed to maintain natural sightlines and reduce visual prominence through building placement, height and massing control, material selection, and landscape screening, with particular attention to ridgelines.
- C. Slope. For sloped terrain, additional setbacks from the top of slope and toe of slope are required to avoid excessive grading. Slope percentage shall be measured as average grade over a horizontal distance of at least 25 feet, based on existing (pre-project) topography.
 1. On slopes 15% to less than 30%, principal structures and foundations shall be set back a minimum of 10 feet from the top of ridge and 10 feet from the toe of slope.
 2. On slopes 30% or greater, new structures and grading to create building pads are prohibited unless the review authority finds that no practicable alternative exists and that a geotechnical report demonstrates stability without increasing erosion risk; where allowed, the minimum top- and toe-of-slope setbacks shall be 30 feet.
- D. Yard Setbacks: Any adjacent lot that shares a side or rear lot line with land zoned O-S shall provide a transition yard measured from that line as follows for the following uses:
 1. Single Family Residential: Rear 25 feet, side 12 feet;
 2. Multifamily: Rear 30 feet, side 15 feet;
 3. Non-Residential: Rear 35 feet, side 15 feet.
- E. Exception. As part of the applicable Use Permit process, the Zoning Administrator or the Planning Commission may allow encroachments into required setbacks when no practicable alternative exists and the proposed design minimizes both physical and visual disturbance. Findings shall be supported by site- specific analysis, including (as applicable) a geotechnical report, erosion and sediment control plan, and visual analysis.

§ 9149.8 PARKING

- A. For all trailheads and recreation areas the parking requirements shall be one space per ten (10) average daily visitors. The required number of parking spaces may be adjusted by the

Community Development Director through a Determination of Appropriate Use, based on anticipated patterns of use, including but not limited to similar regional facilities; bicycle or pedestrian access requirements; equestrian facilities; educational or group programming; seasonal or event-based usage; proximity to public transit or urbanized areas.

- B. Parking surfaces shall be permeable and screened with vegetation, where feasible.
- C. No overnight public parking is allowed unless allowed by an issued Special Event or Use Permit.
- D. Other Uses: All other uses are subject to the provisions contained in Article 17 of this Chapter.

§ 9149.9 ADDITIONAL REQUIREMENTS

- A. Resource Protection: Grading or vegetation removal shall only be permitted with approval from the Community Development Director or Public Works Director on an emergency basis when not part of an approved conservation, fuel management or habitat restoration plan.
- B. Lighting: Artificial lighting in the Recreation District shall be minimized to the extent feasible and designed to reduce glare, skyglow, and light trespass onto adjacent properties, public rights-of-way, and sensitive environmental areas. Light fixtures shall utilize shielding and downward directionality. Lighting should generally be consistent with the International Dark-Sky Association's (IDA) guidelines for outdoor lighting to minimize light pollution. Exceptions for the illumination of active outdoor sports facilities, trails, or public safety functions are allowed, provided the lighting is designed to minimize off-site light spillover and glare.
- C. Fencing: For Allowed uses, the use of fencing in the Recreation Zoning District is generally discouraged. Any fencing installed must be wildlife-friendly or implemented to maintain public safety. Fences are prohibited if they would impede wildlife movement within a designated wildlife or habitat corridor, as determined by the City based on substantial evidence.
- D. Parking Lot & Recreation Area Landscaping: Landscape plantings in the Recreation District must be native and drought-tolerant species. Parking and recreation surfacing shall be permeable except where infeasible for compliance with the Americans with Disabilities Act or to provide emergency access.
- E. Requirements for Special Events: Events in the Recreation District must be consistent with the purpose of the zoning district set forth in this Article and shall not significantly degrade natural resources or impair public enjoyment of the area. All events require prior approval through a Use Permit.

§ 9149.10 DETERMINATION OF APPROPRIATE USE

Whenever a use is not listed in this Article as a use allowed by right or a use subject to a Use Permit in the REC Zoning District, the Community Development 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 Director shall find as follows:

- A. That the use would not be incompatible with other existing or allowed uses in the REC Zoning District.

- B. That the use would not be detrimental to the continuing preservation of resources or access to the area in which the use would be located.
- C. That the use involves a similar scale and impact to uses that are designated allowed uses in this Article.
- D. That the use is consistent with the purpose and intent of the Recreation Zoning District, including the protection of natural resources, scenic values, and the long-term preservation of open space for public or ecological benefit.
- E. In the case of determining that a use not listed in this Article as an allowed or permitted use could be established with the securing of a Use Permit, the Community Development Director shall find that the proposed use is similar in nature and intensity to the uses listed as permitted uses. All determinations of the Community Development Director regarding whether a use can be allowed or permitted in the Recreation Zoning District shall be final unless a written appeal to the City Council, stating the reasons for the appeal, and the appeal fee, if any, established from time to time by City Council resolution, is filed with the City Clerk within ten (10) days of the date the decision was made. Appeals may be filed by an applicant or any interested party. The City Council shall conduct a duly noticed public hearing on the appeal in accordance with the applicable procedures as set forth in this Chapter. At the close of the public hearing, the City Council may affirm, reverse, revise or modify the appealed decision of the Community Development Director. All City Council decisions on appeals of the Director's actions are final for the City.

SECTION THREE.

Article 18 of Division 9, Chapter 2 of the Ukiah City Code, entitled "DOWNTOWN ZONING CODE" is hereby amended to read as follows (unchanged text is omitted and is shown by " * * "):

* * *

§ 9222.1 APPLICABILITY

The regulations in section 9222 of this code, including the Zoning Map, apply to all proposed development within the boundaries of this code shown on the Zoning Map. No grading or building permit shall be issued and no discretionary entitlement shall be approved unless the proposed construction and land uses comply with this article.

* * *

- B. Special Designations: The Zoning Map (Figure 1), Circulation Map (Figure 8), and Special Designations Map (Figure 9) establish the following designations. The symbol for each designation is identified on the specific map.
 - 1. Civic Space: Civic spaces are outdoor areas dedicated for public use. Civic spaces are defined by the relationship among certain physical elements, such as their intended use, size, landscaping, and buildings along the frontage line. Several types of civic spaces are described in Table 2: Civic Spaces, and shown in Figure 1 (Zoning Map). This code includes both existing civic spaces and the potential for the creation of new civic spaces as described below:

* * *

b. Preferred (CP): [RESERVED]

* * *

§ 9229.1 [RESERVED]

* * *

§ 9229.6 USE OF ALTERNATE TREE SPECIES

Tables 22 and 25 provide alternative tree species for planting as street trees and parking lot trees. Use of a species from these tables requires written approval from the decision making body for the project (e.g., Planning Director, Zoning Administrator, Planning Commission) as determined by section 9231 of this code, Administration and Procedures. Trees from the Alternate Tree Table may be considered for planting when locational constraints or other project-specific issues make a tree from the Required Tree Table unsuitable for planting. The species included in Tables 21 and 24 were selected based on their ability to tolerate various site constraints, such as limited overhead or root space.

* * *

Table 20: Landmark Trees on Private Property (1)

COMMON NAME SCIENTIFIC NAME	LOCATION	NUMBER OF TREES	MODIFICATION TO STANDARD (2)
Dawn Redwood <i>Metasequoia glyptostroboides</i>	North School Street at West Standley	2	Major Exception
Cork Oak <i>Quercus suber</i>	107 Oak Street at the Saturday Afternoon Club	1	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	107 Oak Street at the Saturday Afternoon Club	2	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	108 Oak Street	1	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	265 Clay Street	2	Major Exception
		1	
Valley Oak <i>Quercus lobata</i>	320 Main Street	1	Major Exception
Valley Oak <i>Quercus lobata</i>	324 Main Street	2	Major Exception

Table 20: Landmark Trees on Private Property (1)

COMMON NAME SCIENTIFIC NAME	LOCATION	NUMBER OF TREES	MODIFICATION TO STANDARD (2)
Coast Redwood <i>Sequoia sempervirens</i>	216 West Henry Street at Foundation for Medical Care	6	Major Exception
Coast Redwood <i>Sequoia sempervirens</i>	400 Block North School Street – east side in parking lot	1	Major Exception
Canyon Live Oak <i>Quercus chrysolepis</i>	400 Block North School Street – east side in parking lot	1	Major Exception
Valley Oak <i>Quercus lobata</i>	400 Block North School Street – east side in parking lot	2	Major Exception
Interior Live Oak <i>Quercus wislizeni</i>	400 Block North School Street – east side in parking lot	2	Major Exception
Oak <i>Quercus</i>	North State Street in front of the courthouse	1	Major Exception
Southern Magnolia <i>Magnolia grandiflora</i>	North State Street in front of the courthouse	2	Major Exception
Tulip Magnolia <i>Magnolia soulangiana</i>	North State Street southeast corner in front of the courthouse	2	Major Exception
Dawn Redwood <i>Metasequoia glyptostroboides</i>	Corner of Standley and School Streets in front of the courthouse	2	Major Exception
1. See also Table 19: Protected Trees. 2. See section 9231 of this code, Administration and Procedures.			

§ 9229.7 REQUIRED STREET TREES

Table 21: Required Street Trees for Primary Streets, identifies the tree species that are required to be planted on specific primary streets. Considerations for selection of the species to be planted include site constraints, such as root confinement, overhead wires, canopies, and other street trees in the area. The intent is to create a unifying theme consistent with the street tree design principles included in section 9229.5 of this code by limiting the number of tree species, thereby creating a distinct identity for each primary street included in Table 21. As noted in Table 21, for most streets there is one tree identified to be used at intersections and opportunities to select from several species for planting within the block.

Table 21: Required Street Trees for Primary Streets

Common Name <i>Scientific Name</i>	Averag e Height (feet)	Averag e Spread (feet)	Evergree n or Deciduou s	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Location Requirements / Characteristic s	Modificatio n to Standard
							Roots and Confine d Spaces	Overhea d Wires	Canopy and Confine d Spaces		
Main Street											
Chinese Pistache <i>Pistacia Chinesis</i>	40 ft.	40 ft.	Deciduous	Yes	No	Round	Moderat e	No	No	Supplement existing only at intersection of Perkins Street and State Street	Minor Exception (1)(2)
Holly Oak <i>Quercus illex</i>	35 ft.	35 ft.	Evergreen	Yes	No	Round	Moderat e	Yes	Moderat e	Use at all intersections	Minor Exception (1)(2)
Red Oak <i>Quercus rubra</i>	70 ft.	50 ft.	Deciduous	Yes	No	Spreadin g	No	No	No	Slow growth, attractive shade tree	Minor Exception (1)(2)
Valley Oak <i>Quercus lobata</i>	70 ft.	50 ft.	Deciduous	Moderat e with deep soil	Yes	Round	No	No	No	At library parking lot and pocket park	Minor Exception (1)(2)
Perkins Street Entry Gateway – From Main Street to School Street											
Black Oak <i>Quercus kelloggii</i>	50 ft.	40 ft.	Deciduous	Yes	Yes	Round	Moderat e	No	No	Predominant street tree for Perkins Street. Native oak species	Minor Exception (1)(2)

Table 21: Required Street Trees for Primary Streets

Common Name <i>Scientific Name</i>	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Location Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Holly Oak <i>Quercus illex</i>	35 ft.	35 ft.	Evergreen	Yes	No	Round	Moderate	Yes	Moderate	Moderate growth rate, to complement existing	Minor Exception (1)(2)
Dwarf Southern Magnolia <i>Magnolia grandiflora</i> 'Little Gem'	25 ft.	15 ft.	Evergreen	Moderate	No	Fastigiate	Yes	Yes	Yes	At intersection of Perkins Street and State Street	Minor Exception (1)(2)
School Street											
Chinese Pistache <i>Pistacia Chinesis</i>	40 ft.	40 ft.	Deciduous	Yes	No	Round	Moderate	No	No	The only species to be used on School Street	Minor Exception (1)(2)
State Street											
Interior Live Oak <i>Quercus wislizenii</i>	35 ft.	40 ft.	Evergreen	Yes	Yes	Round	Yes	No	No	Use at intersections when adequate space at bulb outs	Minor Exception (1)(2)
London Sycamore	60 ft.	40 ft.	Deciduous	Yes	No	Broadly Pyramidal	Moderate	No	No	Predominant street tree for State Street.	Minor Exception (1)(2)

Table 21: Required Street Trees for Primary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Location Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
<i>Plantanus acerfolia</i> 'Bloodgood'										Well suited to local conditions	
1. Zoning Administrator approval of a minor exception is required to use a tree species from Table 22: Alternate Street Trees for Primary Streets. 2. Planning Commission approval of a major exception is required to use a tree species that is not from Table 22: Alternate Street Trees for Primary Streets.											

§ 9229.8 ALTERNATE STREET TREES FOR PRIMARY STREETS

Table 22 identifies the tree species that may be used as a substitute for the species required by Table 21. For most streets included in Table 22 there is one tree identified to be used at intersections and opportunities to select from several species for planting within the block. Use of a tree from Table 22 requires Zoning Administrator approval of a minor exception. In order to plant a tree species that is not included in Table 21 or Table 22, Planning Commission approval of a major exception is required.

* * *

Table 22: Alternate Street Trees for Primary Streets

Common Name <i>Scientific Name</i>	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements/Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		

Table 22: Alternate Street Trees for Primary Streets

Common Name <i>Scientific Name</i>	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements/Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Main Street											
Fastigate English Oak <i>Quercus robur</i> 'Fastigiata'	45 ft.	15 ft.	Deciduous	Moderate	No	Fastigate	Yes	No	Yes	Fast upright growth for limited canopy locations	Major Exception
European Hornbeam <i>Carpinus betulus</i> 'Fastigiata'	50 ft.	30 ft.	Deciduous	Moderate	No	Oval	Yes	No	Yes	Fast growth. Needs water when young	Major Exception
Fruitless Olive <i>Olea europea</i> 'Swan Hill'	25 ft.	20 ft.	Evergreen	Yes	No	Round	Yes	Yes	Yes	Use at intersections	Major Exception
Perkins Street Entry Gateway – From Main Street to School Street											
London Plane <i>Platanus acerfolia</i> 'Bloodgood'	60 ft.	40 ft.	Deciduous	Yes	No	Broadly pyramidal	Moderate	No	No	Well suited to urban site conditions, better choice for water retentive soils	Major Exception

Table 22: Alternate Street Trees for Primary Streets

Common Name <i>Scientific Name</i>	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements/Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Redbud <i>Cercis reniformis</i> 'Oklahoma'	20 ft.	20 ft.	Deciduous	Yes	No	Vase	Yes	Yes	Yes	Suitable under utility lines, spring blooms	Major Exception
Washington Hawthorne <i>Crataegus phaenopyrum</i>	25 ft.	20 ft.	Deciduous	Moderate	No	Vase	Yes	Yes	Yes	Suitable under utility lines, spring blooms/fall color	Major Exception
State Street											
Flowering Pear <i>Pyrus calleryana</i> 'Aristocrat'	40 ft.	30 ft.	Deciduous	Moderate	No	Pyramidal	Yes	No	Yes	Alternate to <i>Platanus</i> in restrictive locations	Major Exception
Grecian Laurel <i>Laurus nobilis</i>	30 ft.	25 ft.	Evergreen	Yes	No	Pyramidal	Yes	Yes	Yes	Use at intersections for limited canopy locations	Major Exception
School Street – There Are No Alternate Street Trees for School Street											

§ 9229.9 REQUIRED STREET TREES FOR NONPRIMARY STREETS

Table 23 identifies the required tree species for all streets not included in Table 21. There are no alternate trees for nonprimary streets due to the wide variety of species included in Table 23. Requests to use a species not included in Table 23 require Planning Commission approval of a major exception. The exception application shall include the items required by subsections 9229.8A1 through 9229.8A4 of this code and Table 29.

Table 23: Required Street Trees for Nonprimary Streets

Common Name <i>Scientific Name</i>	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Chinese Pistache <i>Pistacia Chinesis</i>	40 ft.	40 ft.	Deciduous	Yes	No	Round	Moderate	No	No	Supplement existing only at intersection of Perkins Street and State Street	Major Exception
Dwarf Southern Magnolia <i>Magnolia grandiflora</i> 'Little Gem'	25 ft.	15 ft.	Evergreen	Moderate	No	Fastigiate	Yes	Yes	Yes	At intersection of Perkins Street and State Street	Major Exception
European Hornbeam <i>Carpinus betulus</i> 'Fastigiata'	50 ft.	30 ft.	Deciduous	Moderate	No	Oval	Yes	No	Yes	Fast growth, needs water when young	Major Exception
Flowering Pear	40 ft.	30 ft.	Deciduous	Moderate	No	Pyramidal	Yes	No	Yes	Alternate to <i>Plantanus</i> in	Major Exception

Table 23: Required Street Trees for Nonprimary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
<i>Pyrus calleryana</i> 'Aristocrat'										restrictive locations	
Fruitless Olive <i>Olea europea</i> 'Swan Hill'	25 ft.	20 ft.	Evergreen	Yes	No	Round	Yes	Yes	Yes	Use at intersections	Major Exception
Grecian Laurel <i>Laurus nobilis</i>	30 ft.	25 ft.	Evergreen	Yes	No	Pyramidal	Yes	Yes	Yes	Use at intersections or limited canopy locations	Major Exception
London Plane <i>Platanus acerfolia</i> 'Bloodgood'	60 ft.	40 ft.	Deciduous	Yes	No	Broadly pyramidal	Moderate	No	No	Well suited to urban site conditions, better choice for water retentive soils	Major Exception
Oak, Black <i>Quercus kelloggii</i>	50 ft.	40 ft.	Deciduous	Yes	Yes	Round	Moderate	No	No	Predominant street tree for Perkins Street. Native oak species	Major Exception

Table 23: Required Street Trees for Nonprimary Streets

Common Name Scientific Name	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Oak, English Fastigate <i>Quercus robur</i> 'Fastigiata'	45 ft.	15 ft.	Deciduous	Moderate	No	Fastigate	Yes	No	Yes	Fast upright growth for limited canopy locations	Major Exception
Oak, Holly <i>Quercus ilex</i>	35 ft.	35 ft.	Evergreen	Yes	No	Round	Moderate	Yes	Moderate	Use at all intersections	Major Exception
Oak, Interior Live <i>Quercus wislizenii</i>	35 ft.	40 ft.	Evergreen	Yes	Yes	Round	Yes	No	No	Use at intersections when adequate space at bulb outs	Major Exception
Oak, Red <i>Quercus rubra</i>	70 ft.	50 ft.	Deciduous	Yes	No	Spreading	No	No	No	Slow growth, attractive shade tree	Major Exception
Oak, Valley <i>Quercus lobata</i>	70 ft.	50 ft.	Deciduous	Moderate with deep soil	Yes	Round	No	No	No	At library parking lot and pocket park	Major Exception
Redbud <i>Cercis reniformis</i> 'Oklahoma'	20 ft.	20 ft.	Deciduous	Yes	No	Vase	Yes	Yes	Yes	Suitable under utility lines, spring blooms	Major Exception

Table 23: Required Street Trees for Nonprimary Streets

Common Name <i>Scientific Name</i>	Average Height (feet)	Average Spread (feet)	Evergreen or Deciduous	Drought Tolerant	Native (Yes/No)	Canopy Type	Suitable For			Locational Requirements / Characteristics	Modification to Standard
							Roots and Confined Spaces	Overhead Wires	Canopy and Confined Spaces		
Washington Hawthorne <i>Crataegus phaenopyrum</i>	25 ft.	20 ft.	Deciduous	Moderate	No	Vase	Yes	Yes	Yes	Suitable under utility lines, spring blooms/fall color	Major Exception

* * *

§ 9230.4 PRIMARY STREETS

All existing streets within the boundaries of this code are considered primary streets except Oak Street from Clay Street to Henry Street. Primary streets shall be held to the highest standards of this code in support of pedestrian activities.

§ 9230.5 STREETS

* * *

C. Street Extensions: The purpose of the street extensions is to extend throughout the boundaries of this code the grid pattern of smaller walkable blocks that currently exists in the downtown, comply with block perimeter standards included in Table 4: Site Development Standards, comply with the circulation and other requirements of this code, and to implement the purpose of this code included in section 9220 of this code.

1. Required Street Extensions: This code includes the required extensions of existing streets identified below. Compliance with block perimeter and other requirements of this code will be determined through the development review process.

- a. [RESERVED]

2. Recommended Street Extension: This code includes the following recommended extensions of existing streets:

- a. Church Street: Church Street extended from Main Street terminating at the railroad right-of-way. This street extension is recommended if the parcels across which Church Street would be extended are assembled and redeveloped. In order to comply with the minimum block perimeter standards, some form of circulation improvement may be required as part of a development proposal. Compliance with the block perimeter requirement shall be determined as part of the project review process.

- b. Stephenson Street: Stephenson Street extended from Main Street terminating at the railroad right-of-way. This street extension is recommended if the parcels across which Stephenson Street would be extended are assembled and redeveloped. In order to comply with the minimum block perimeter standards, some form of circulation improvement may be required as part of a development proposal. Compliance with the block perimeter requirement shall be determined as part of the project review process.

* * *

§ 9230.7 PEDESTRIAN/BIKE PATHS

Figure 8: Circulation Map, identifies the location of required and recommended pedestrian/bike paths.

A. Required Paths:

1. [RESERVED]

* * *

§ 9230.8 [RESERVED]

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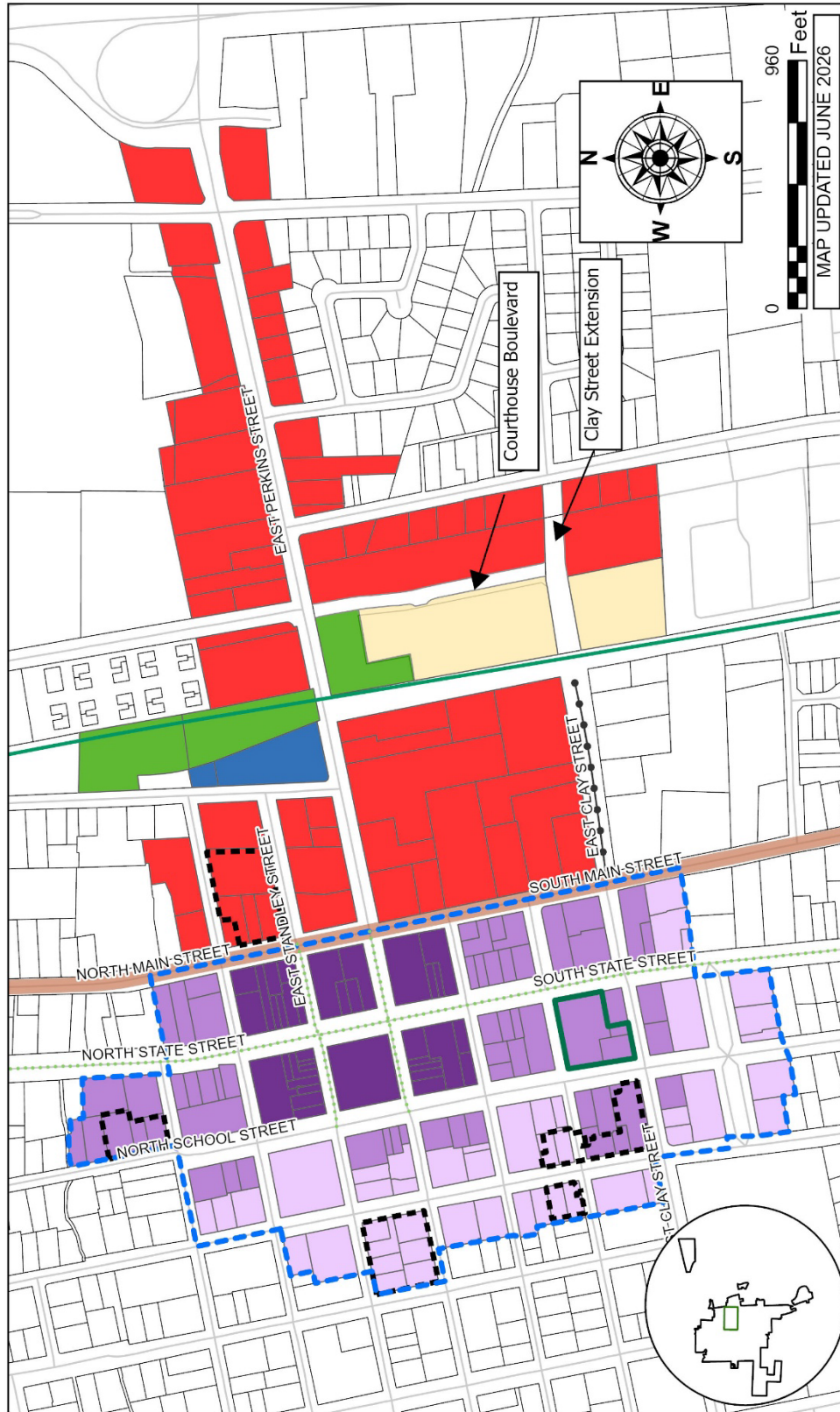
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§ 9230.11 SPECIAL DESIGNATIONS

* * *

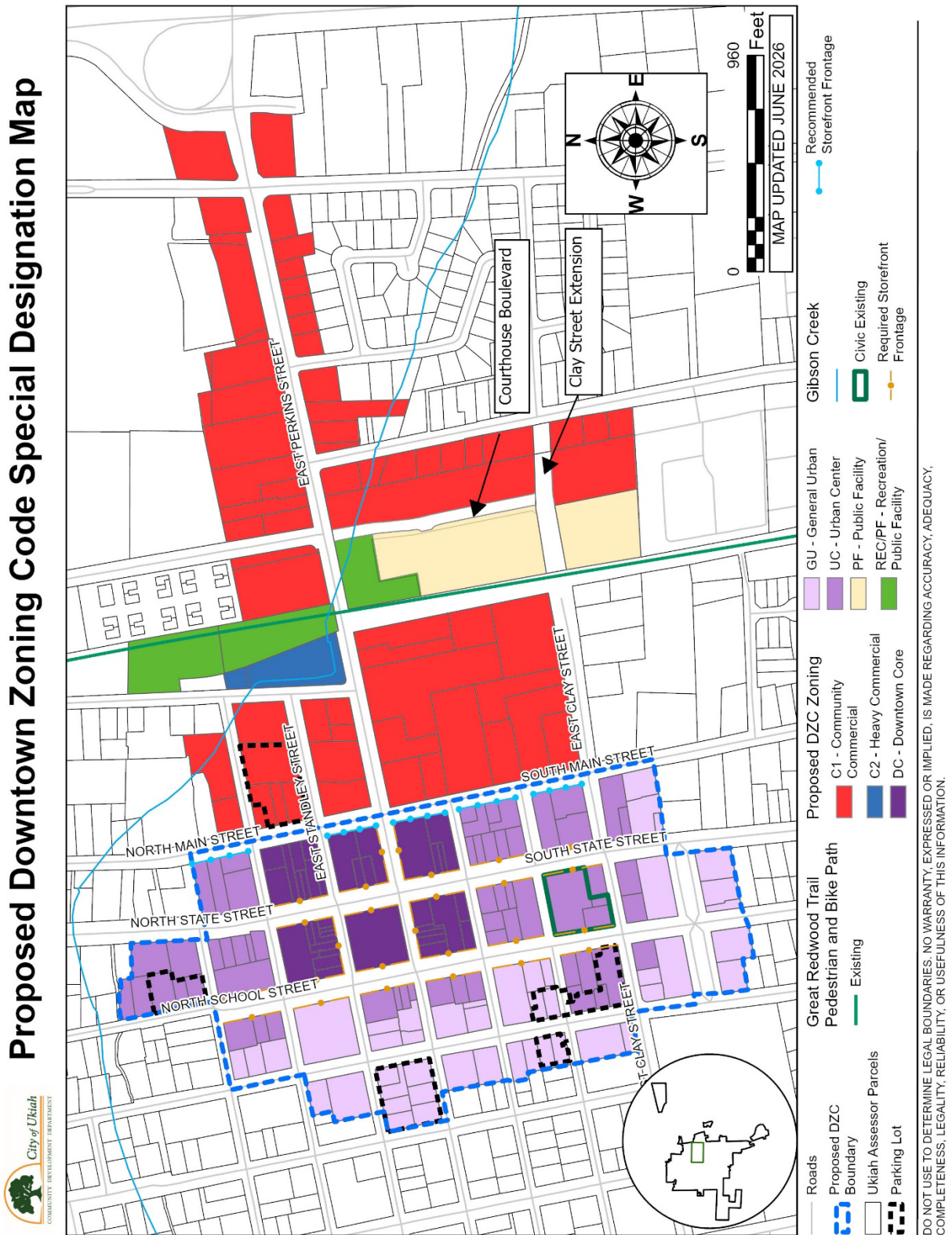
Figure 8: Circulation Map

Proposed Downtown Zoning Code Circulation Map



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Figure 9: Special Designations map



* * *

SECTION FOUR.

1. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.
2. Effective Date: The ordinance shall become effective thirty (30) days after its adoption.
3. Severability: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Introduced by title only on , 2026, by the following roll call vote: AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted on , 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Sher, Mayor

ATTEST:

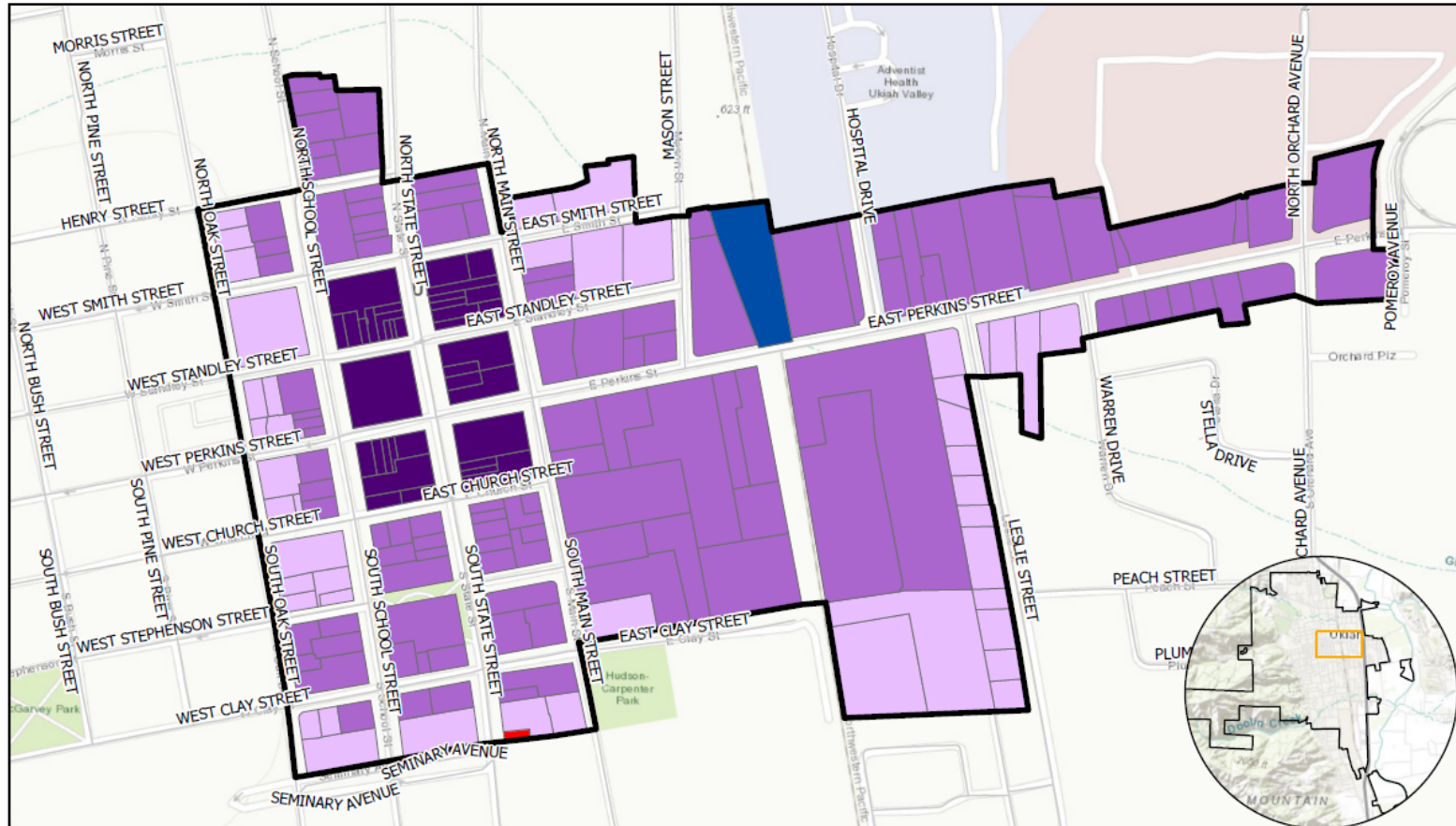
Kristine Lawler, CMC/City Clerk

Exhibit A: Project Area Maps (Current and Proposed Zoning, Alternative Boundary)

Exhibit B: Identified Parcel List

EXHIBIT A

Existing Downtown Zoning Code



Legend

- | | | |
|--|--|---|
| — Roads | ■ C1 - Community Commercial | ■ DC - Downtown Core |
| Existing DZC Boundary | ■ C2 - Heavy Commercial | ■ GU - General Urban |
| | | ■ UC - Urban Center |

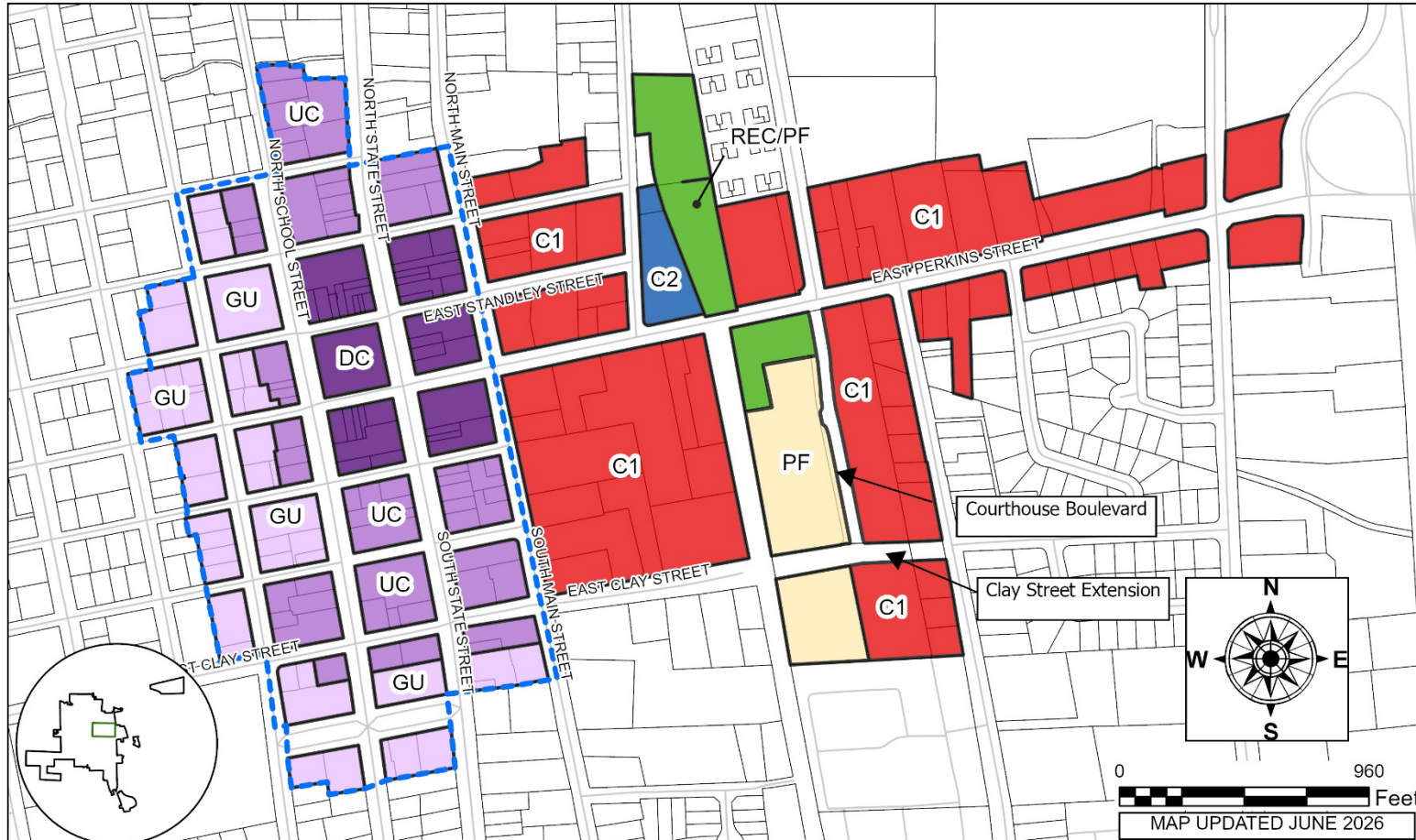
Bureau of Land Management, Esri, HERE, Garmin, USGS, NGA, EPA, USDO, NPS, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDO

0 600 Feet



THIS MAP AND DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.
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Proposed Downtown Zoning Code Map



Proposed Zoning

 C1 - Community Commercial

 C2 - Heavy Commercial

 DC - Downtown Core

 GU - General Urban

 UC - Urban Center

 PF - Public Facility

 REC/PF - Recreation/ Public Facility

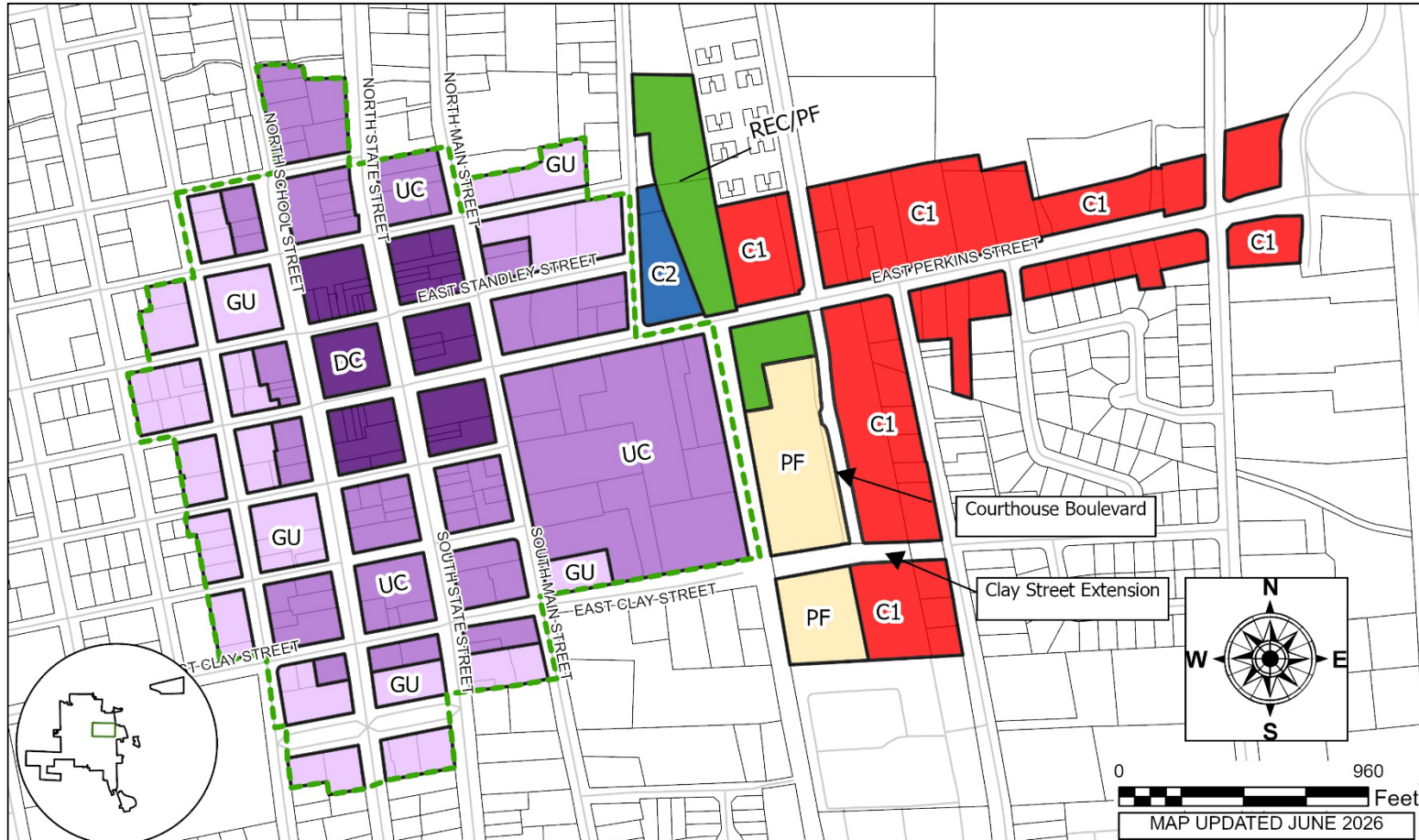
 Roads

 Ukiah Assessor Parcels

 Proposed DZC Boundary

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Proposed Downtown Zoning Code Map (Alternative Version)



Proposed Alternative Zone Class

 C1 - Community Commercial

 C2 - Heavy Commercial

 DC - Downtown Core

 GU - General Urban

 UC - Urban Center

 PF - Public Facility

 REC/PF - Recreation/ Public Facility

 Roads

 Ukiah Assessor Parcels

 Proposed DZC Boundary Alternative Version

DO NOT USE TO DETERMINE LEGAL BOUNDARIES. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY, OR USEFULNESS OF THIS INFORMATION.

EXHIBIT B

PROJECT PARCEL LIST

Changes by Parcel

ZONE CHANGE: Urban Center (UC) to Community Commercial (C-1)

GENERAL PLAN CHANGE: Downtown Core (DC) to Community Commercial (CC)

APN	SITUS ADDRESS	Ac.	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00220032	NONE	0.04	UC	C1	DC	CC	6
00220034	NONE	0.1	UC	C1	DC	CC	6
00219353	NONE	0.34	UC	C1	DC	CC	6
00224205	543 E PERKINS ST	0.14	UC	C1	DC	CC	6
00224204	529 E PERKINS ST	0.14	UC	C1	DC	CC	6
00220040	115 N ORCHARD AVE	0.81	UC	C1	DC	CC	6
00224202	505 E PERKINS ST	0.17	UC	C1	DC	CC	6
00220036	410 E PERKINS ST	0.7	UC	C1	DC	CC	6
00220035	402 E PERKINS ST	0.69	UC	C1	DC	CC	6
00224206	557 E PERKINS ST	0.14	UC	C1	DC	CC	6
00224207	571 E PERKINS ST	0.24	UC	C1	DC	CC	6
00224203	515 E PERKINS ST	0.14	UC	C1	DC	CC	6
00224701	605 E PERKINS ST	0.69	UC	C1	DC	CC	6
00220038	596 E PERKINS ST	0.45	UC	C1	DC	CC	6
00224217	585 E PERKINS ST	0.33	UC	C1	DC	CC	6
00219345	404 E PERKINS ST	1.03	UC	C1	DC	CC	6
00219315	400 E PERKINS ST	0.75	UC	C1	DC	CC	6
00219354	135 HOSPITAL DR	0.22	UC	C1	DC	CC	6
00219352	NONE	0.23	UC	C1	DC	CC	6
00219355	320 E PERKINS ST	0.27	UC	C1	DC	CC	6
00219314	326 E PERKINS ST	0.2	UC	C1	DC	CC	6
00219321	308 E PERKINS ST	1.26	UC	C1	DC	CC	6
00220043	534 E PERKINS ST	0.86	UC	C1	DC	CC	6
00220044	534 E PERKINS ST	0.08	UC	C1	CC	CC	6
00220044	534 E PERKINS ST	0.1	UC	C1	CC	CC	6
00223215	309 E PERKINS ST	2.15	UC	C1	DC	CC	6

ZONE CHANGE: Urban Center (UC) to Heavy Commercial (C-2)

GENERAL PLAN CHANGE: Downtown Core (DC) to Community Commercial (CC)

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00219312	185 MASON ST	0.12	UC	C2	DC	CC	6
00219317	169 MASON ST	0.98	UC	C2	DC	CC	6

ZONE CHANGE: General Urban (GU) to Community Commercial (C-1)

GENERAL PLAN CHANGE: Downtown Core (DC) to Community Commercial (CC)

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00224101	401 E PERKINS ST	0.09	GU	C1	DC	CC	6
00224107	495 E PERKINS ST	0.34	GU	C1	DC	CC	6
00224103	407 E PERKINS ST	0.49	GU	C1	DC	CC	6
00228205	140 LESLIE ST	0.19	GU	C1	DC	CC	6
00228204	138 LESLIE ST	0.19	GU	C1	DC	CC	6
00228203	134 LESLIE ST	0.26	GU	C1	DC	CC	6
00224102	403 E PERKINS ST	0.27	GU	C1	DC	CC	6
00223211	NONE	0.19	GU	C1	DC	CC	6
00223210	NONE	0.19	GU	C1	DC	CC	6
00223205	122 LESLIE ST	0.4	GU	C1	DC	CC	6
00223204	124 LESLIE ST	0.14	GU	C1	DC	CC	6
00223207	120 LESLIE ST	0.18	GU	C1	DC	CC	6
00223209	NONE	0.26	GU	C1	DC	CC	6
00223206	325 E PERKINS ST	0.29	GU	C1	DC	CC	6
00228220	200 E CLAY ST	1.25	GU	C1	DC	CC	6
00228202	NONE	0.13	GU	East Clay St. Extension onto Peach St.	DC		6

ZONE CHANGE: Heavy Commercial (**C-2**) & Urban Center (**UC**) to Recreation (**REC**)

GENERAL PLAN CHANGE: Community Commercial and Downtown Core (**CC** & **DC**) to Recreational (**REC**)

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00223215	309 E PERKINS ST	0.95	UC	REC	DC	REC	6
00219344	NONE	1.33	C2	REC	CC	REC	6

ZONE CHANGE: General Urban (**GU**) & Urban Center (**UC**) to Public Facilities (**PF**)

GENERAL PLAN CHANGE: Downtown Core (**DC**) to Public (**P**)

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00228221	309 E PERKINS ST	1.44	GU	PF	DC	P	6
00223214	309 E PERKINS ST	2.81	UC	PF	DC	P	6

**ZONE CHANGE: Neighborhood and Community Commercial (CN & C-1) to
General Urban (GU)**

**GENERAL PLAN CHANGE: Neighborhood Commercial and Community
Commercial (NC & CC) to Downtown Core (DC)**

APN	SITUS ADDRESS	Acreage	Existing Zoning	Proposed Zoning	Existing GP 2040	Proposed GP 2040	Airport Compatibility Zone
00226909	415 S STATE ST	0.05	C1	GU	CC	DC	4
00225609	NONE	0.13	C1	GU	CC	DC	6
00221804	NONE	0.15	C1	GU	CC	DC	6
00221805	NONE	0.14	C1	GU	CC	DC	6
00221703	280 North OAK ST	0.18	C1	GU	CC	DC	6
00221907	306 W CHURCH ST	0.24	C1	GU	CC	DC	6
00225607	218 S OAK ST	0.13	C1	GU	CC	DC	6
00221706	224 N OAK ST	0.45	C1	GU	CC	DC	6
00221902	104 S OAK ST	0.31	C1	GU	CC	DC	6
00225605	206 S OAK ST	0.13	C1	GU	CC	DC	6
00225603	204 S OAK ST	0.17	C1	GU	CC	DC	6
00221806	NONE	0.18	C1	GU	CC	DC	6
00221803	NONE	0.11	C1	GU	CC	DC	6
00221802	NONE	0.13	C1	GU	CC	DC	6
00221807	NONE	0.12	C1	GU	CC	DC	6
00221808	NONE	0.12	C1	GU	CC	DC	6
00225705	NONE	0.1	C1	GU	CC	DC	6
00225704	NONE	0.38	C1	GU	CC	DC	6
00227202	502 S STATE ST	0.29	C1	GU	CC	DC	4
00227216	195 SEMINARY AVE	0.07	C1	GU	CC	DC	4
00227103	510 S SCHOOL ST	0.32	C1	GU	CC	DC	6
00227101	293 SEMINARY AVE	0.22	C1	GU	CC	DC	6
00227215	185 SEMINARY AVE	0.23	C1	GU	CC	DC	4



Draft Findings of Consistency:
**Downtown Zoning Code (DZC) Amendments, Creation
of the Recreation (REC) Zoning District, and General
Plan Amendments**
CEQA Section 15183
July 1, 2026

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: Downtown Zoning Code (DZC) Amendments, Creation of the Recreation (REC) Zoning District, and General Plan Amendments
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: Downtown Ukiah, specifically the Downtown Core, the East Perkins Street Corridor, and adjacent parcels including portions of the Great Redwood Trail Corridor. The project area is located within Airport Influence Area Compatibility Zones 4 (Outer Approach/Departure Zone), and 6 (Traffic Pattern Zone), and Other Airport Environs (OAE) of the Ukiah Municipal Airport.
General Plan Designation: Downtown Core (DC), Community Commercial (CC), Public (P), Recreation (REC) and Open Space (OS)
Zoning Designation: <i>Existing:</i> General Urban (GU), Urban Center (UC), Neighborhood Commercial (CN), Community Commercial (C-1), and Heavy Commercial (C-2). <i>Proposed:</i> • <u>Community Commercial (C-1)</u>: Applied to portions of the Perkins Street corridor currently zoned General Urban (GU) or Urban Center (UC). • <u>Heavy Commercial (C-2)</u>: Applied to specific parcels currently zoned Urban Center. • <u>Public Facilities (PF)</u>: A Applied to specific parcels currently zoned General Urban (GU) and Urban Center (UC) associated with the courthouse project and related public infrastructure. • <u>Recreation (REC)</u>: Establish a new city-wide Recreation (REC) Zoning District to implement the Recreational General Plan designation. Rezone specific parcels along the Great Redwood Trail and Railroad Depot area to REC and remove those parcels from the Downtown Zoning Code boundaries. • <u>Downtown Zoning Code Expansion</u>: Apply the General Urban (GU) district and associated Downtown Zoning Code standards to approximately 24 parcels currently zoned Neighborhood Commercial (CN) and Community Commercial (C-1) along the Oak Street and Seminary Avenue corridors.

II. INTRODUCTION

1. Purpose of the CEQA Guidelines Section 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. The General Plan designates land uses defining the type and amount of development that can occur throughout the City through the planning horizon year of 2040. The 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. The EIR acknowledges that future projects consistent with the General Plan may qualify for streamlined environmental review pursuant to CEQA Guidelines Section 15183, subject to evaluation of project-specific effects and the criteria contained in that section.

3. Rationale for Utilization of Section 15183

The City has determined that CEQA Guidelines Section 15183 is the appropriate streamlining mechanism for environmental review of the Project. The purpose of Section 15183 is to streamline review for projects that are consistent with the development density and policy framework previously analyzed in a certified Environmental Impact Report (EIR), thereby reducing the need for repetitive environmental analysis. By utilizing the streamlining provisions of CEQA Guidelines Section 15183, the City relies on the comprehensive analysis, mitigation measures, and

development assumptions already certified in the Ukiah 2040 General Plan EIR, including the land use framework implemented through General Plan Policy LU-10.1 (Downtown Zoning Code), which directs periodic updates to the Downtown Zoning Code to maintain consistency with General Plan goals, policies, and land use designations. This allows the environmental review to focus on whether the proposed amendments would result in project-specific effects that were not previously analyzed, rather than re-analyzing environmental effects already evaluated in the certified General Plan EIR.

This streamlining mechanism is distinct from a Negative Declaration (ND) or Mitigated Negative Declaration (MND). An ND or MND is only appropriate when there is no substantial evidence that a project may have a significant effect on the environment, or when project revisions or mitigation measures reduce potentially significant effects to a less-than-significant level.

The Ukiah 2040 General Plan EIR identified significant and unavoidable impacts related to Vehicle Miles Traveled (VMT) and Noise associated with implementation of the General Plan through the year 2040. Because the Project consists of amendments to zoning districts, development standards, and implementing regulations associated with the General Plan, the Project contributes incrementally to the development anticipated and evaluated by the General Plan EIR. Accordingly, preparation of a Negative Declaration or Mitigated Negative Declaration would not appropriately reflect the significant and unavoidable impacts previously identified and acknowledged through certification of the General Plan EIR.

Section 15183 addresses this circumstance by providing that additional environmental review is not required for impacts previously evaluated in a certified EIR unless project-specific circumstances described in CEQA Guidelines Section 15183 are present. This allows implementation of the General Plan through subsequent zoning and regulatory actions without duplicative environmental review for impacts already evaluated at the plan level.

As documented in Section IV below, the Project remains consistent with the applicable land use designations, residential density ranges, and implementation policies of the Ukiah 2040 General Plan, including Policy LU-10.1 (Downtown Zoning Code), Land Use Goal LU-4 (Commercial), Policies PFS-12.1 (Connected Park System) and PFS-12.7 (Great Redwood Trail - Ukiah), and Policies ED-5.1 (Outdoor Recreation) and ED-5.3 (Great Redwood Trail). The Project does not result in project-specific effects that were not previously analyzed in the Ukiah 2040 General Plan EIR or the 2012 Downtown Zoning Code MND. Therefore, streamlined environmental review pursuant to CEQA Guidelines Section 15183 applies, and further environmental review is limited to the analysis contained herein.

4. 2012 Downtown Zoning Code Mitigated Negative Declaration

In September 2012, the City of Ukiah adopted a Mitigated Negative Declaration (MND) (SCH# 2012062026) for the adoption of the original Downtown Zoning Code (DZC) [See Attachment 1 *DZC Final ISMND*]. This prior environmental document analyzed the transition of the project area from standard commercial zoning to form-based codes. It identified potentially significant impacts regarding air quality (construction dust), biological resources (creek setbacks), cultural resources, and traffic, all of which were mitigated to a less than significant level through adopted mitigation measures. These measures have subsequently been incorporated into City ordinances, standard

development review procedures, and other uniformly applied development standards. This Findings of Consistency document draws upon the environmental setting and analysis established in the 2012 MND in evaluating whether the proposed amendments would result in project-specific effects not previously analyzed through prior environmental review.

III. PROJECT DESCRIPTION

1. Project Purpose

The proposed Project involves amendments to the Downtown Zoning Code (DZC) text and a comprehensive rezoning of specific parcels within the DZC boundary to improve consistency between zoning regulations, existing land use patterns, and the Ukiah 2040 General Plan, including Policy LU-10.1 (Downtown Zoning Code), which directs updates to the Downtown Zoning Code to maintain consistency with General Plan goals, policies, and land use designations. Specifically, the Project proposes to:

- Rezone parcels currently designated General Urban (GU) mostly back to Community Commercial (C-1), consistent with General Plan Land Use Goal LU-4 (Commercial) and the Community Commercial land use designation described in Table 2-1 of the Ukiah 2040 General Plan, which contemplate retail, service, and commercial activities along major commercial corridors. Certain parcels are also proposed for rezoning to Public Facilities (PF) where existing or planned governmental and civic uses are present, including the new Mendocino County Superior Courthouse and associated public infrastructure.
- Rezone portions of the Urban Center (UC) district to Recreation (REC) to implement the Recreational (REC) General Plan land use designation and support Policies PFS-12.1 (Connected Park System), PFS-12.7 (Great Redwood Trail - Ukiah), ED-5.1 (Outdoor Recreation), and ED-5.3 (Great Redwood Trail).
- Rezone portions of the Urban Center (UC) district to Heavy Commercial (C-2), recognizing existing warehouse, contractor, equipment storage, and service-commercial activities and improving consistency between zoning and the Highway Commercial land use designation described in Table 2-1 of the Ukiah 2040 General Plan. The amendment also supports Policies ED-3.1 (Land Supply Inventory) and ED-3.2 (Infill Sites), which encourage maintaining an adequate supply of commercially designated land and facilitating development consistent with adopted land use designations.
- Rezone one parcel from Heavy Commercial (C-2) to Recreation (REC) to maintain consistency between the zoning designation, Recreational General Plan designation, and the existing Great Redwood Trail corridor.
- Refine the DZC boundaries to apply Downtown Zoning Code standards within areas designated Downtown Core and Neighborhood Center, consistent with Policies LU-2.1 (Downtown Mixed-Use), LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation), while applying commercial zoning districts to properties designated Community Commercial or Highway Commercial.

The purpose of this Project is to implement Policy LU-10.1 (Downtown Zoning Code), improve consistency between zoning and General Plan land use designations, facilitate residential development through the City's Objective Design and Development Standards (ODDS),

implement the Recreational land use designation, and apply zoning districts that correspond to the land use designations established by the Ukiah 2040 General Plan.

The Project also establishes the Recreation (REC) Zoning District to implement the Recreational (REC) land use designation of the Ukiah 2040 General Plan and support implementation of Policies PFS-12.1 (Connected Park System), PFS-12.7 (Great Redwood Trail - Ukiah), ED-5.1 (Outdoor Recreation), and ED-5.3 (Great Redwood Trail). The REC District was modeled after the recently adopted Open-Space (O-S) Zoning District contained in Division 9, Chapter 2 of the Ukiah City Code and establishes a combination of allowed uses, discretionary Use Permit review, operational standards, and “Determination of Appropriate Use” procedures for recreational lands and trail-oriented public facilities. The district establishes a regulatory framework for public parks, trails, recreational amenities, trail-support facilities, and recreational public infrastructure consistent with the Recreational land use designation and Policies PFS-12.1 (Connected Park System), PFS-12.7 (Great Redwood Trail - Ukiah), ED-5.1 (Outdoor Recreation), and ED-5.3 (Great Redwood Trail).

2. Environmental Setting and Project Location

The Project area encompasses approximately 65 acres comprising 216 parcels within the central portion of the City of Ukiah (See Attachment 2, Existing DZC Maps & Parcels, and Attachment 3, Proposed DZC Map). 93 of those parcels are proposed for a change in zoning (See Attachment 4, Table of Rezoned Parcels). The area includes the historic Downtown Core, the East Perkins Street corridor, and the rail corridor:

- Perkins Street Corridor: Characterized by auto-oriented commercial uses and larger irregular parcels.
- Airport Influence Area: The project site is located approximately one mile north of the Ukiah Municipal Airport. The project area falls within the Airport Influence Area (AIA) as defined by the 2021 UKIALUCP. Specifically, portions of the project area are located within Compatibility Zone 4 (Outer Approach/Departure Zone), Compatibility Zone 6 (Traffic Pattern Zone), and the Other Airport Environs (OAE) zone (See Attachment 5 *DZC Existing Airport Zone Map*).
- Hydrology: Gibson Creek flows through a portion of the project area from the northwest to the southeast.

3. Background

Legislative History

In 2007, the City conducted a design charrette to develop a vision for the Downtown and Perkins Street areas, which led to the adoption of the DZC in 2012. The original environmental review for the DZC determined that the code would result in beneficial impacts to aesthetics and air quality by encouraging compact, walkable development. However, the original DZC relied heavily on the availability of redevelopment funds to finance the site assembly, infrastructure upgrades, and gap financing necessary to transform irregular, auto-oriented parcels into the pedestrian-oriented urban grid envisioned by the charette.

The dissolution of redevelopment agencies by the State of California in 2012 fundamentally altered the implementation landscape. This legislative shift transferred the burden of public infrastructure improvement, as is evidenced by the street extensions originally planned to break up large blocks, almost entirely to private development. Consequently, the strict form-based standards of the DZC, which required buildings to be pulled to the street and parking to be hidden, became economically infeasible for many property owners along the Perkins Street corridor, where parcels vary widely in width, depth, and frontage.

Ukiah 2040 General Plan

The Ukiah 2040 General Plan directs periodic updates to the Downtown Zoning Code to ensure consistency with General Plan goals, policies, and land use designations (Policy LU-10.1 – Downtown Zoning Code). Table 2-1 of the Land Use Element differentiates the Downtown Core designation, which emphasizes mixed-use infill development, pedestrian-oriented design, and downtown revitalization, from the Community Commercial and Highway Commercial designations, which accommodate regional-serving retail, automobile-oriented commercial activities, and larger commercial sites.

This distinction is reflected in Policies LU-2.1 (Downtown Mixed-Use), LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation), which promote pedestrian-oriented mixed-use development within the Downtown Core, while Land Use Goal LU-4 (Commercial) supports commercial development within designated commercial areas. Policies PFS-12.1 (Connected Park System) and PFS-12.7 (Great Redwood Trail - Ukiah) support the development of an interconnected park and trail system, including the Great Redwood Trail, while Policies ED-5.1 (Outdoor Recreation) and ED-5.3 (Great Redwood Trail) recognize recreation and trail-oriented facilities as important components of the City's economic development and tourism strategy.

Review of the adopted zoning framework, General Plan land use designations, existing development patterns, the courthouse project, and the Great Redwood Trail corridor identified several areas where zoning classifications did not correspond directly with adopted General Plan land use designations. The proposed amendments address those areas by implementing the Recreational land use designation through the REC District, applying Public Facilities zoning to courthouse-related properties, applying commercial zoning districts to properties designated Community Commercial or Highway Commercial, and applying Downtown Zoning Code standards within areas designated Downtown Core and Neighborhood Center.

New Ukiah Courthouse EIR and Addendum (2012/2022)

In December 2022, the Judicial Council of California adopted an Addendum to the New Ukiah Courthouse EIR (SCH #2011042089). This Addendum analyzed the specific environmental impacts of developing the new courthouse on the parcels the City proposing to rezone to Public Facilities (PF), (APNs associated with the “Railroad Depot site”). The Addendum concluded that the finalized project design would result in reduced environmental impacts compared to the original 2012 analysis. Specifically, the facility size was reduced from 114,000 square feet to 77,887 square feet, and the project site was configured to exclude the parcel containing the historic Railroad Depot, thereby avoiding direct impacts to the historic resource. This environmental document provides project-specific environmental analysis for the courthouse site

that informs the City's evaluation of whether the proposed Public Facilities zoning would result in environmental effects not previously analyzed through prior environmental review.

Prior to the Courthouse EIR, the City prepared an Initial Study and Mitigated Negative Declaration for the Railroad Depot Site Land Acquisition and Soil Remediation (July 2011). This document specifically analyzed the environmental effects of assembling the parcels now proposed for Public Facilities (PF) zoning and remediating soil contamination associated with historic rail uses. Additionally, the 2012 New Ukiah Courthouse EIR provided site-specific analysis regarding hazardous materials, railroad safety and traffic interactions at the Perkins Street crossing. These documents established a baseline of mitigation for the Depot site that remains applicable to the proposed rezoning.

4. Comparative Zoning Analysis

To demonstrate that the Project is consistent with the Ukiah 2040 General Plan and remains within the scope of the certified Environmental Impact Reports (EIRs), this section provides a comparative analysis of the existing and proposed zoning standards.

- **Table 1** (Zoning Realignment) details the specific parcel counts for both the “unwinding” of the DZC along Perkins Street and the “expansion” of the DZC along Oak/Seminary. For a comprehensive overview all changed parcels, please refer to Attachment 3 *Proposed DZC Zoning Map* and Attachment 4 *Table of Rezoned Parcels*.
- **Table 2** (Comparison of Density Standards) further illustrates the DZC reduction and expansion:
 1. DZC Reduction: Returning the Perkins Street corridor to Community Commercial (C-1) maintains the existing maximum residential density of 28 dwelling units per acre. Residential development remains permitted consistent with the density range analyzed in the Ukiah 2040 General Plan EIR.
 2. DZC Expansion: Incorporating the Oak Street and Seminary Avenue parcels into the General Urban (GU) zone increases or maintains residential density allowances while applying zoning standards consistent with the Downtown Core designation described in General Plan Table 2-1 and Policies LU-2.1 (Downtown Mixed-Use), LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation).
- **Table 3** (Changes to Land Use Allowances) summarizes the principal regulatory changes associated with the proposed rezoning actions. The Perkins Street amendments restore access to commercial uses contemplated by the Community Commercial designation, while the Oak Street and Seminary Avenue amendments apply Downtown Zoning Code development standards intended to support the pedestrian-oriented mixed-use development pattern envisioned by Policies LU-2.1 (Downtown Mixed-Use), LU-2.3, and LU-2.4 (Pedestrian Orientation).

Table 1: Zoning Realignments

Existing Zoning (GP Designation)	Proposed Zoning	Count	Rationale
UC (DC) UC (CC) GU (DC)	C-1	65 parcels	Aligns zoning with the Community Commercial land use designation described in General Plan Table 2-1 and supports Land Use Goal LU-4 (Commercial). The affected properties are located within the East Perkins Street commercial corridor, which contains existing retail, service, restaurant, and commercial uses.
UC (DC)	C-2	2 parcels	The affected properties contain warehouse, contractor, equipment storage, and service-commercial uses located east of Main Street. The amendment improves consistency with the Highway Commercial land use designation described in General Plan Table 2-1 and supports Policies ED-3.1 (Land Supply Inventory) and ED-3.2 (Infill Sites).
GU (DC) UC (DC)	REC	2 parcels	Implements the Recreational land use designation for the Great Redwood Trail corridor and associated trail-support facilities and supports Policies PFS-12.1 (Connected Park System), PFS-12.7 (Great Redwood Trail - Ukiah), ED-5.1 (Outdoor Recreation), and ED-5.3 (Great Redwood Trail).
CN (NC) C-1 (CC)	GU	24 parcels	Incorporates the Oak Street and Seminary Avenue corridors into the Downtown Zoning Code and supports Policies LU-2.1 (Downtown Mixed-Use), LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation), which promote pedestrian-oriented mixed-use development within the Downtown Core.

Table 2: Comparison of Density Standards

Zoning District	Residential Density (Min/Max)	Rationale
CN <i>Existing Zoning for Expansion Area</i>	1-15 du/ac	The CN district permits a maximum density of 15 dwelling units per acre. The Downtown Core designation and Policies LU-2.1 (Downtown Mixed-Use), LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation) contemplate higher-density mixed-use and infill development within the downtown area.
GU <i>Proposed Zoning for</i>	10-28 du/ac	The GU district permits residential densities between 10 and 28 dwelling units per acre and applies the Downtown Zoning Code framework within areas designated Downtown Core. This density range is consistent with the Downtown

<i>Expansion Area</i>		Core designation and Policies LU-2.1, LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation) supporting mixed-use and pedestrian-oriented infill development.
<i>UC Existing Zoning for Perkins St</i>	15-28 du/ac	The UC district permits residential densities between 15 and 28 dwelling units per acre and was originally applied to portions of the Perkins Street corridor through the Downtown Zoning Code adoption process.
<i>C-1 Proposed Zoning for Perkins St</i>	15-28 du/ac	The C-1 district maintains the same maximum residential density (28 dwelling units per acre) currently permitted within the affected Downtown Zoning Code districts. Residential development remains subject to the City's Objective Design and Development Standards, and the amendment supports Land Use Goal LU-4 (Commercial) by retaining residential and commercial development opportunities within designated commercial areas.
C-2	N/A (Mixed Use Allowed)	Residential uses are permitted in C-2 when complying with the City's Objective Design and Development Standards. The district continues to accommodate commercial and employment-generating uses while remaining consistent with the Highway Commercial land use designation and Policies ED-3.1 (Land Supply Inventory) and ED-3.2 (Infill Sites).
PF	N/A	Public Facilities zoning is intended for governmental, civic, and public-serving uses rather than residential development. The amendment supports Policies ED-2.1 (City Investment Priorities) and ED-4.2 (Downtown) by aligning zoning with the courthouse project and associated public infrastructure.

Table 3: Changes to Land Use Allowances

Land Use Category	Area of Change	Effect of Zoning Change	Planning Rationale
Housing Approvals	Perkins St Corridor (DZC→C-1)	Discretionary → Ministerial (ODDS)	Residential development remains permitted at densities previously analyzed in the Ukiah 2040 General Plan EIR. Application of the City's Objective Design and Development Standards supports Housing Element Implementation Program 2h (Ensure capacity of adequate sites for meeting RHNA) and Land Use Goal LU-4 (Commercial) by facilitating

			housing development within designated commercial areas.
Formula Restaurants	Perkins St Corridor (DZC→C-1)	Prohibited → Allowed	Restores a use category commonly associated with Community Commercial corridors and supports Land Use Goal LU-4 (Commercial) and Policy ED-3.1 (Land Supply Inventory) by maintaining opportunities for commercial activity within designated commercial areas.
Drive-Through Facilities	Perkins St Corridor (DZC→C-1)	Prohibited → Allowed	Restores a use category permitted within the Community Commercial zoning district and consistent with the Community Commercial land use designation described in General Plan Table 2-1. The affected properties are located within the East Perkins Street commercial corridor, which contains existing retail, restaurant, service, and auto-oriented commercial uses. The amendment supports Land Use Goal LU-4 (Commercial), while future site-specific traffic impacts remain subject to project-level review.
Commercial Services	Perkins St Corridor (DZC → C-1)	Restricted → Expanded	Restores access to commercial service, personal service, and retail uses anticipated under the Community Commercial designation. The amendment supports Land Use Goal LU-4 (Commercial), Policy ED-3.1 (Land Supply Inventory), and Policy ED-6.1 (Regulatory Environment).
Artisan Manufacturing	Perkins St Corridor (DZC → C-1)	Restricted → Allowed	Allows small-scale artisan and craft production uses commonly associated with commercial districts and supports Policies ED-3.1 (Land Supply Inventory) and ED-3.2 (Infill Sites), which encourage maintaining employment-generating

			commercial land and facilitating appropriate infill development.
Warehouse/Service Commercial Uses	Mason Street (UC → C-2)	Limited → Expanded	The affected properties contain existing warehouse, contractor, equipment storage, and service-commercial activities east of Main Street. The amendment improves consistency with the Highway Commercial land use designation and supports Policies ED-3.1 (Land Supply Inventory) and ED-3.2 (Infill Sites).
Recreation Facilities	Great Redwood Trail Corridor (UC/C-2 → REC)	Not Clearly Regulated → Specifically Authorized	Implements the Recreational land use designation for the Great Redwood Trail corridor and establishes a zoning framework for parks, trails, interpretive facilities, recreation buildings, and trail-support amenities. The amendment supports Policies PFS-12.1 (Connected Park System), PFS-12.7 (Great Redwood Trail - Ukiah), ED-5.1 (Outdoor Recreation), and ED-5.3 (Great Redwood Trail).
Civic Facilities	Courthouse Area (UC/GU → PF)	Commercial/Mixed-Use → Public Facilities	Aligns zoning with the courthouse project and associated public infrastructure previously evaluated through separate environmental review. The amendment supports Policy ED-2.1 (City Investment Priorities) and Policy ED-4.2 (Downtown).
Auto-Oriented Uses	Oak/Seminary Corridor (CN/C-1 → DZC)	Allowed → Restricted	Application of Downtown Zoning Code standards restricts certain auto-oriented site design features, including new drive-through facilities, while applying frontage standards and pedestrian-oriented development requirements consistent with Policies LU-2.1 (Downtown Mixed-Use), LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation).

Building Form	Oak/Seminary Corridor (CN/C-1 → GU)	Standard → Form-Based	Applies Downtown Zoning Code frontage standards, build-to lines, and pedestrian-oriented design requirements within areas designated Downtown Core. The amendment implements Policies LU-2.1 (Downtown Mixed-Use), LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation) and is consistent with the Downtown Core land use designation described in General Plan Table 2-1, which identifies the Downtown Core as a walkable, infill-oriented area intended for mixed-use, commercial, office, entertainment, hospitality, and urban residential uses.
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IV. EVALUATION OF ENVIRONMENTAL EFFECTS

The following evaluation determines whether the proposed Ordinance qualifies for streamlined review pursuant to CEQA Guidelines Section 15183 by addressing the three mandatory findings related to density, project-specific effects, and previously unanalyzed impacts.

1. Density

Finding: The proposed Ordinance is consistent with the residential density ranges and land use designations established by the Ukiah 2040 General Plan and analyzed in the Ukiah 2040 General Plan EIR (SCH# 2022050556).

Discussion: The Project modifies zoning boundaries and zoning district classifications to improve consistency between zoning and the land use designations established by the Ukiah 2040 General Plan. A comparative analysis demonstrates that the proposed zoning changes remain within the development intensity analyzed in the Ukiah 2040 General Plan EIR and the 2012 Downtown Zoning Code (DZC) MND.

The proposed rezoning of the Perkins Street corridor from Downtown Zoning Code districts to Community Commercial (C-1) does not reduce the residential density potential previously analyzed under the Downtown Zoning Code. The 2012 DZC MND analyzed the project area with a maximum residential density of 28 dwelling units per acre (du/ac). The proposed C-1 zoning district also permits a maximum density of 28 du/ac, consistent with the Community Commercial designation identified in General Plan Table 2-2. Returning these parcels to Community Commercial (C-1) zoning therefore maintains the same maximum residential density previously analyzed for these properties under the Downtown Zoning Code.

The Project also remains within the development intensity analyzed in the Ukiah 2040 General Plan EIR. The General Plan EIR analyzed the Downtown Core (DC) designation with a maximum density of 40 dwelling units per acre (du/ac). By rezoning approximately 65 parcels currently designated Downtown Core or Community Commercial to Community Commercial (C-1), which is capped at 28 du/ac, the Project remains below the maximum residential density analyzed for the Downtown Core designation. Accordingly, the Project does not exceed the density assumptions established in the certified environmental documents.

In addition to maximum densities, the Project remains consistent with the density ranges established by the General Plan. The Ukiah 2040 General Plan Land Use Element identifies a residential density range of 15–28 dwelling units per acre for the Community Commercial designation (Table 2-2). Future residential mixed-use development within the proposed C-1 zoning district therefore remains subject to the density range established by the General Plan and evaluated in the Ukiah 2040 General Plan EIR. Accordingly, the rezoning remains consistent with the residential density ranges and development assumptions analyzed in the Ukiah 2040 General Plan EIR.

Rezoning the courthouse properties to Public Facilities (PF) and the Great Redwood Trail and associated Depot properties to Recreation (REC) removes those properties from the residential and mixed-use development assumptions applicable to the Downtown Zoning Code districts. The 2022 Courthouse EIR Addendum evaluated a courthouse facility totaling 77,887 gross square feet, compared to the 114,000-square-foot facility evaluated in the original 2012 Courthouse EIR. Accordingly, the proposed PF zoning remains within the development intensity analyzed through prior environmental review.

The Project also expands application of the General Urban (GU) district to approximately 24 parcels along the Oak Street and Seminary Avenue corridors. While some of these parcels are currently zoned Neighborhood Commercial (CN), the Ukiah 2040 General Plan designates the area as Downtown Core. General Plan Table 2-1 and Policies LU-2.1 (Downtown Mixed-Use), LU-2.3 (Mixed-Use Design), and LU-2.4 (Pedestrian Orientation) support mixed-use, pedestrian-oriented development within the Downtown Core. The 2012 DZC MND analyzed environmental effects associated with application of the General Urban district within the Downtown Zoning Code area. Application of the General Urban (GU) district to these properties therefore remains consistent with the Downtown Core land use designation and within the density range previously analyzed through the 2012 Downtown Zoning Code MND and the Ukiah 2040 General Plan EIR.

The proposed density also remains compatible with the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP). The project area lies within Compatibility Zone 4 (Outer Approach/Departure Zone) and Compatibility Zone 6 (Traffic Pattern Zone). While Zone 6 generally imposes no limit on residential density, Zone 4 includes an Urban Overlay Zone that permits residential densities up to 35 dwelling units per acre within the downtown area (UKIALUCP Table 3A). Because the proposed Ordinance generally limits residential density to 28 du/ac or less, the Project remains within the residential density allowances established by the UKIALUCP and does not exceed the density assumptions evaluated through prior environmental review.

2. Project-Specific Effects Peculiar to the Project or its Site

Finding: The Project area contains several site-specific conditions, including the historic Railroad Depot, documented hazardous materials associated with former railroad operations, Gibson Creek and associated riparian habitat, airport compatibility constraints, and the East Perkins Street rail crossing. These conditions have been analyzed through the Ukiah 2040 General Plan EIR, the 2012 Downtown Zoning Code (DZC) MND, the 2011 Depot Site IS/MND, the New Ukiah Courthouse EIR and Addendum, the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP), and applicable City ordinances. The proposed rezoning does not create new project-specific environmental effects peculiar to the project or site that were not previously analyzed through those environmental documents or regulatory programs.

Discussion:

Aesthetics

The Oak Street and Seminary Avenue corridors contain structures with potential historic or architectural value. Expansion of the Downtown Zoning Code to these areas applies the same frontage standards, design requirements, and historic building provisions previously analyzed in the 2012 DZC MND. That environmental document concluded that application of those standards would result in beneficial aesthetic effects associated with improved building design and compatibility. Because the proposed amendments extend an existing regulatory framework previously evaluated through environmental review, no new project-specific aesthetic effects peculiar to the project area have been identified.

Airport Safety and Airspace

Portions of the project area are located within Compatibility Zones 4 and 6 and the Other Airport Environs area identified by the UKIALUCP. The proposed zoning amendments do not establish land uses identified as incompatible within the applicable airport compatibility zones. Future development within the project area remains subject to the requirements of the UKIALUCP, applicable FAA regulations, and City review procedures. No project-specific airport compatibility effects have been identified that were not previously addressed through the UKIALUCP and prior environmental review.

Biological Resources

The project area encompasses Gibson Creek, a sensitive riparian corridor that also presents flood hazards. The proposed rezoning to Public Facilities (PF) and Community Commercial (C-1) does not create peculiar environmental effects because the creek is protected by a robust framework of existing mitigation measures and recently adopted City ordinances that address both biological integrity and flood safety.

The 2012 DZC MND identified potential impacts to the creek from development and adopted mitigation measures requiring a 50-foot building setback from the riparian corridor (unless a shorter distance is supported by CDFW) and prohibiting native plant removal. These protections are reinforced by Ukiah 2040 General Plan Policy ENV-6.5 (Creek Protection). Additionally, the 2011 IS/MND for the Depot site acquisition specifically evaluated excavation activities located 50–

75 feet from the creek and found impacts to be less than significant through the implementation of a Stormwater Pollution Prevention Plan (SWPPP) to protect the riparian corridor from sedimentation.

Portions of the creek corridor are located within flood hazard areas (Zones A and B). However, flood risks are not peculiar to this rezoning because they are uniformly regulated by the City's 2025 Floodplain Management regulations (Ordinance 1259, adding Division 9, Chapter 6 to the Ukiah City Code). This ordinance adopts the most recent Flood Insurance Rate Maps (FIRM) and requires that any new development obtain a floodplain permit and elevate structures above the base flood elevation. Furthermore, the 2022 Courthouse EIR Addendum confirmed that recent infrastructure, such as the bridge crossing over Gibson Creek built subsequent to the 2012 EIR, has accommodated site access without worsening flood conditions.

As these specific site constraints are managed by the 2025 Floodplain Ordinance and the biological mitigation measures established in the 2012 MND, the rezoning does not introduce new, unmitigated peculiar effects related to the creek.

Cultural Resources

The project area includes the historic Ukiah Railroad Depot. While the 2012 MND and the 2012 Courthouse EIR identified potential impacts to this resource, the 2022 Courthouse EIR Addendum provides substantial evidence that the specific rezoning of the courthouse parcels to Public Facilities (PF) will not adversely affect the depot. The Judicial Council acquired only the vacant tracts adjacent to the depot and did not acquire the parcel containing the historic structure. Consequently, the 2022 Addendum concluded that construction will have no direct impact on the historic depot structure. Therefore, rezoning the courthouse site to PF does not create a peculiar significant effect on historic resources.

Hazards and Hazardous Materials

The parcels proposed for Public Facilities (PF) zoning (the Depot site) are identified on the Regional Water Quality Control Board's hazardous materials list (Case #1NMC397) due to historic railroad operations. The 2011 IS/MND and the 2012 Courthouse EIR (Impact 4.6-2) analyzed these peculiar site conditions and determined that impacts would be less than significant through compliance with the Remedial Action Plan approved by the North Coast Regional Water Quality Control Board. As the cleanup and construction activities are governed by these existing regulatory frameworks and adopted mitigation measures, the rezoning does not create a new or peculiar unmitigated hazard.

Housing

The proposed rezoning of the Perkins Street corridor to Community Commercial (C-1) would allow residential development to proceed pursuant to the City's Objective Design and Development Standards (ODDS). The 2012 Downtown Zoning Code (DZC) Initial Study/Mitigated Negative Declaration stated that the form-based regulations were intended to facilitate compact, pedestrian-oriented development, mixed land uses, and a variety of housing types. Since adoption of the DZC in 2012, relatively limited redevelopment has occurred within portions of the

Perkins Street corridor subject to DZC regulations. City records indicate that one new standalone commercial structure (536 E. Perkins Street) has been constructed within the corridor during that period. Under the existing DZC, certain development proposals may require approval of an Exception pursuant to Ukiah City Code Section 9231.5.

Under the proposed C-1 zoning, multifamily dwellings may be approved subject to compliance with the City's Objective Design and Development Standards (Ukiah City Code Chapter 2, Article 5.2; Sections 9055 and 9081). Accordingly, residential development within the Perkins Street corridor would remain permitted at densities previously analyzed in the Ukiah 2040 General Plan EIR while utilizing the City's existing objective residential development standards.

Land Use

The proposed rezoning of certain parcels from Urban Center to Heavy Commercial (C-2) applies a zoning classification that permits warehouse, contractor, equipment storage, and service-commercial activities already present on portions of the affected properties. These uses fall within the range of commercial and employment-generating uses evaluated in the Ukiah 2040 General Plan EIR. The rezoning does not introduce a land use not previously analyzed through prior environmental review and does not create a project-specific land use effect peculiar to the site.

Transportation

The 2012 Courthouse EIR (Impact 4.10-3) analyzed potential safety hazards resulting from increased traffic near the at-grade railroad crossing on East Perkins Street. The EIR adopted mitigation requiring coordination with the California Public Utilities Commission, and the North Coast Railroad Authority to ensure safety standards are met. The proposed rezoning to C-1 and PF maintains the land use assumptions of that analysis. Therefore the specific safety hazard regarding the rail crossing has already been analyzed and mitigated, and this Ordinance creates no new peculiar safety effects.

3. Significant Impacts Not Analyzed in the Prior EIR

Finding: There are no project-specific impacts associated with the proposed Ordinance that were not previously analyzed through the Ukiah 2040 General Plan EIR, the 2012 Downtown Zoning Code MND, the 2011 Depot Site IS/MND, the 2012 Courthouse EIR, the 2022 Courthouse EIR Addendum, or other applicable environmental review documents.

Discussion: The Ukiah 2040 General Plan EIR served as a Program EIR, comprehensively analyzing the impacts of land use changes. The 2012 MND provided site-specific analysis for the DZC area.

Air Quality

The 2012 Downtown Zoning Code MND identified construction-generated particulate matter (PM-10) as a potentially significant impact associated with future redevelopment activities within the Downtown Zoning Code area. Mitigation measures requiring dust control practices, including watering of disturbed areas and covering of stockpiles, were incorporated into the MND. The Ukiah 2040 General Plan EIR similarly evaluated construction-related air quality impacts (Impact

AQ-2) and identified compliance with Bay Area Air Quality Management District Basic Construction Mitigation Measures as a means of reducing impacts.

The proposed Ordinance does not increase development intensity beyond that analyzed in the Ukiah 2040 General Plan EIR. In addition, the 2022 Courthouse EIR Addendum evaluated the courthouse project under a reduced development footprint compared to the original 2012 Courthouse EIR and noted that prior demolition activities had already occurred on the courthouse site. Accordingly, no new air quality impacts have been identified that were not previously analyzed through prior environmental review.

Cultural Resources

The project area contains historic and cultural resources, including the Ukiah Railroad Depot. The 2012 Downtown Zoning Code MND evaluated potential impacts to historic resources and concluded that application of the Downtown Zoning Code's historic building standards would reduce impacts associated with future redevelopment. The Ukiah 2040 General Plan EIR identified impacts to historic resources as significant and unavoidable (Impact CUL-1) and incorporated mitigation measures including implementation of the Historic Resources Study Program.

The proposed Ordinance does not eliminate or modify the historic review procedures contained in Ukiah City Code Section 3016. In addition, the 2022 Courthouse EIR Addendum concluded that the courthouse project would not directly affect the historic Depot structure because the Depot parcel was excluded from the courthouse development footprint. No new impacts to historic or cultural resources have been identified that were not previously evaluated through prior environmental review.

Land Use

The Downtown Zoning Code prohibited formula fast-food restaurants and drive-through facilities within the Downtown Zoning districts. The proposed Ordinance rezones portions of the Perkins Street corridor to Community Commercial (C-1), where drive-through facilities and formula restaurants are permitted subject to the standards of that district.

The affected properties are designated Community Commercial or Downtown Core by the Ukiah 2040 General Plan and are located along the East Perkins Street commercial corridor. The Community Commercial designation, associated development intensities, and commercial land use assumptions were evaluated through the Ukiah 2040 General Plan EIR. The proposed rezoning does not introduce land use categories beyond those contemplated by the Community Commercial designation or analyzed through the General Plan EIR.

In addition to drive-through facilities and formula restaurants, the rezoning restores access to commercial service, retail, personal service, and artisan manufacturing uses permitted within the Community Commercial district. Similarly, rezoning selected parcels to Heavy Commercial (C-2) permits warehouse, contractor, equipment storage, and service-commercial activities consistent with the Highway Commercial land use designation. These land use categories and associated

development assumptions were evaluated through the Ukiah 2040 General Plan EIR and do not constitute new land use impacts not previously analyzed.

Noise

The Ukiah 2040 General Plan EIR evaluated airport-related noise exposure (Impact NOI-3) and concluded that continued implementation of applicable state and federal aviation regulations, together with the UKIALUCP, would minimize noise-related impacts. Portions of the project area are located within the Airport Influence Area; however, the project area is generally located outside the 55 dB CNEL contour associated with the Ukiah Municipal Airport.

The proposed Ordinance does not introduce land uses or development intensities beyond those previously evaluated in the General Plan EIR. No new noise impacts have been identified that were not previously analyzed through prior environmental review.

Public Services

The Ukiah 2040 General Plan EIR evaluated impacts associated with parks, recreational facilities, and public services, including implementation of trail and recreation improvements throughout the City (Impact PSR-3). The EIR concluded that impacts associated with expansion of recreational facilities would be less than significant.

The proposed Recreation (REC) zoning district implements the Recreational land use designation established by the General Plan and provides a zoning framework for recreational facilities, trails, and trail-support amenities previously contemplated by the General Plan. No new public service impacts have been identified that were not previously analyzed through the General Plan EIR.

Traffic

Previous environmental documents, including the 2012 Downtown Zoning Code MND, the 2012 Courthouse EIR, and the Ukiah 2040 General Plan EIR, evaluated transportation impacts associated with development within the project area. The Courthouse EIR identified impacts at the US-101 Northbound Ramp/Perkins Street intersection and adopted Mitigation Measure 4.10-2 requiring fair-share participation in future transportation improvements.

The proposed rezoning of Perkins Street corridor properties to Community Commercial (C-1) and courthouse-related parcels to Public Facilities (PF) does not increase residential density beyond the levels analyzed in the Downtown Zoning Code MND or the Ukiah 2040 General Plan EIR. In addition, properties proposed for Public Facilities (PF) and Recreation (REC) zoning are no longer available for mixed-use residential development assumed under portions of the Downtown Zoning Code.

The expansion of the Downtown Zoning Code to Oak Street and Seminary Avenue applies development standards previously evaluated through the 2012 Downtown Zoning Code MND. The General Urban district and associated development standards were analyzed as part of the Downtown Zoning Code environmental review.

Accordingly, the transportation impacts associated with development in the project area have previously been analyzed through applicable environmental documents, and the proposed Ordinance does not create transportation impacts that were not previously evaluated.

Wildfire

The Ukiah 2040 General Plan EIR evaluated wildfire hazards associated with future development within the City. Since certification of the General Plan EIR, the City has adopted Ordinance No. 1256 and updated Ukiah City Code Section 5200 to incorporate current Fire Hazard Severity Zone mapping and applicable fire safety standards.

Future development facilitated by the proposed Ordinance remains subject to applicable provisions of the California Building Code, Public Resources Code Sections 4290 and 4291, and the City's adopted fire hazard regulations. The proposed Ordinance does not create wildfire-related impacts beyond those previously analyzed through the General Plan EIR and applicable regulatory programs.

4. Cumulative Impacts

Finding: There are no potentially significant offsite and/or cumulative impacts that the Ukiah 2040 EIR failed to evaluate.

Discussion: The General Plan EIR analyzed cumulative impacts for all resource areas.

Traffic

The 2012 MND identified the US-101/Perkins Street ramp intersections as operating at unacceptable levels and adopted a mitigation measure requiring future development to contribute fair share payments toward signalization and improvements. The 2040 General Plan EIR also analyzed VMT and traffic impacts. The rezoning to C-1 does not increase the trip generation potential beyond what was analyzed in the 2012 MND or the 2040 General Plan EIR, because the applicable residential density ranges remain within those evaluated in the 2012 DZC MND and the Ukiah 2040 General Plan EIR.

Airport Operations

The cumulative effects of development within the Airport Influence Area were evaluated through the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) and the Ukiah 2040 General Plan EIR. Future development within the project area remains subject to the compatibility requirements, density limitations, and operational standards established by the UKIALUCP. The proposed zoning amendments do not establish land uses or development intensities beyond those previously evaluated through the UKIALUCP and the General Plan EIR. Accordingly, no cumulative airport compatibility impacts have been identified that were not previously analyzed.

5. New Information

Finding: There is no substantial new information that results in more severe environmental impacts than anticipated by the Ukiah 2040 EIR.

Discussion: No substantial new information has emerged since the certification of the Ukiah 2040 General Plan EIR in December 2022 that results in more severe impacts. The 2022 Courthouse EIR Addendum provides new information confirming that impacts related to the courthouse site (density, cultural resources, hazards) are less severe than previously analyzed. The 2012 MND provides historical context for the DZC area, confirming that the high-density mixed-use concept was environmentally cleared. The proposed zoning amendments modify zoning classifications within the framework of land use designations established by the Ukiah 2040 General Plan and do not result in development intensities exceeding those evaluated through prior environmental review.

V. ALTERNATIVES

The following alternatives are not analyzed pursuant to CEQA Guidelines Section 15126.6, as this document is not an EIR. Instead, they are evaluated solely to confirm that each potential policy outcome remains within the scope of impacts previously analyzed in the Ukiah 2040 General Plan EIR and related environmental documents, consistent with CEQA Guidelines Section 15183.

Alternative 1: No Project

Under this alternative, no amendments to the Downtown Zoning Code (DZC) or General Plan would occur. Existing zoning designations, including the application of DZC (General Urban, Urban Center, and Downtown Core) regulations along the Perkins Street corridor and adjacent areas, would remain in effect.

This alternative would maintain the existing regulatory framework and development assumptions analyzed in the 2012 DZC Mitigated Negative Declaration and the Ukiah 2040 General Plan EIR.

Alternative 2: Proposed DZC

This alternative modifies the rezoning footprint of the Project by retaining Downtown Zoning Code (DZC) regulations on parcels located west of the Northwestern Pacific railroad tracks, while implementing the proposed rezoning east of the tracks. Specifically:

- All parcels along Perkins Street west of the railroad tracks would remain subject to DZC zoning (Urban Center and General Urban). These areas include parcels developed with both traditional downtown building forms (e.g., structures located at or near the street frontage) and parcels with existing development patterns that include deeper setbacks and on-site parking configurations. Retaining DZC zoning in these areas would continue to apply form-based development standards, including frontage, siting, and streetscape requirements consistent with the existing regulatory framework analyzed in the 2012 DZC MND.
- Parcels located east of the railroad tracks, including the East Perkins Street corridor and the rail corridor/Depot area, would be rezoned as proposed under the Project to Community Commercial (C-1), Public Facilities (PF), and Recreation (REC), consistent with the applicable General Plan land use designations.

This alternative does not introduce new or peculiar environmental effects. Retention of DZC zoning on western parcels maintains the previously analyzed regulatory baseline, while the rezoning of eastern parcels remains consistent with the density and land use assumptions evaluated in the Ukiah 2040 General Plan EIR and prior environmental documents. These relationships are reflected in the comparative zoning framework described in Tables 1 through 3 above.

Finding: The alternatives described above remain within the scope of environmental impacts previously analyzed in the Ukiah 2040 General Plan EIR and related environmental documents.

Discussion: Both alternatives remain within the range of development densities, land use designations, and regulatory frameworks evaluated through prior environmental review. The No Project Alternative retains the existing DZC regulatory framework. Alternative 2 retains DZC zoning on western parcels and applies the proposed rezoning to eastern parcels. As demonstrated in Table 1 (Zoning Realignment), Table 2 (Density Standards), and Table 3 (Land Use Allowances), the applicable zoning districts under both alternatives do not exceed previously analyzed density thresholds or introduce land uses beyond those evaluated in the Ukiah 2040 General Plan EIR and the 2012 DZC MND.

Neither alternative introduces new physical development beyond that previously analyzed. Site conditions and applicable regulations remain unchanged. Accordingly, neither alternative results in new or peculiar environmental effects.

VI. DETERMINATION

In accordance with CEQA Guidelines Section 15183, the Downtown Zoning Code (DZC) Amendments and Rezoning qualify for streamlined environmental review pursuant to CEQA Guidelines Section 15183 because the following findings are supported by substantial evidence in the record:

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.

Therefore, the City Council relies upon the EIR previously certified for the Ukiah 2040 General Plan, and further CEQA review is limited pursuant to CEQA Guidelines Section 15183 and Public Resources Code Section 21083.3.

Downtown Zoning Code Amendment Project

Comprehensive Land Use Amendment and Rezoning within and adjacent to the Downtown Zoning Code boundary, and creation of a new Recreation (REC) Zoning District

Presented by Jesse Davis, AICP, Chief Planning Manager • Katherine Schaefer, Planning Manager

Community Development Department • Planning Services Division

What Is Before the Council Tonight

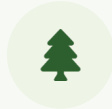
Adoption of a resolution recommending that the City Council approve an ordinance with three components:



1

General Plan Amendment & Rezoning

Comprehensive land use amendment and rezoning of parcels within and adjacent to the Downtown Zoning Code boundary.



2

New Recreation (REC) Zoning District

Article 11.6 implements the existing Recreation land use designation, covering the Great Redwood Trail and Ukiah Rail Depot.



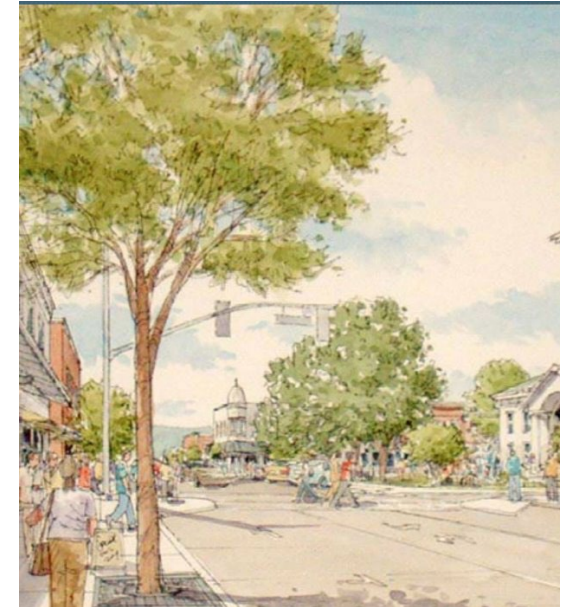
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Consistency Findings

Findings of consistency with the 2040 General Plan, the UKIALUCP, and streamlined CEQA review under Guidelines §15183.

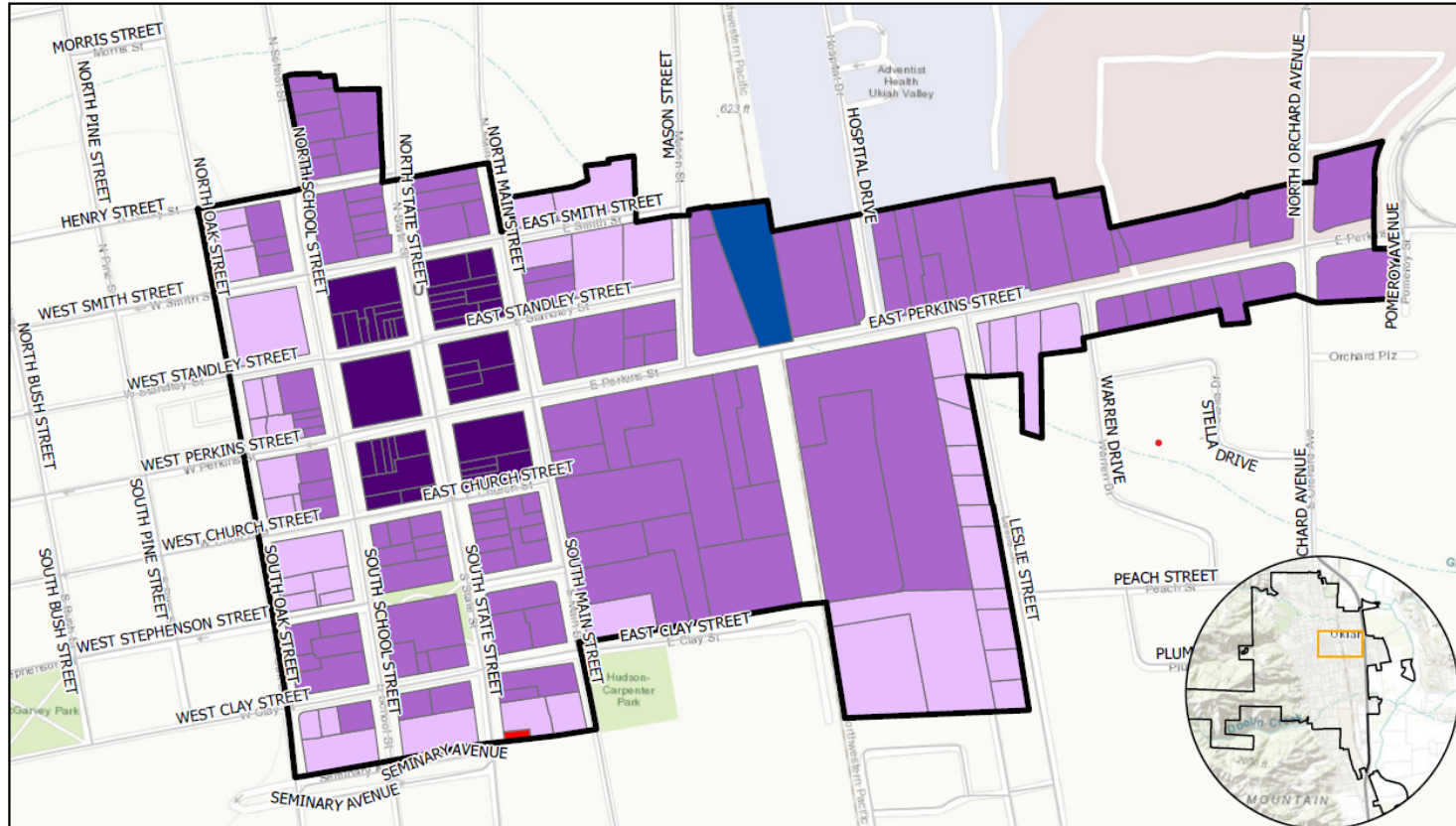
How We Got Here: Origins of the DZC

- 2006** City Council funds and directs preparation of a form-based code for Downtown and the East Perkins Street corridor.
- 2007** Community visioning completed following a five-day public design charrette, formally initiating the DZC.
- 2009–11** Planning Commission refines drafts through public workshops; initial draft completed January 12, 2011, followed by a joint Council–Commission workshop.
- 2012** Ordinance 1139 adopted October 3, 2012, applying the DZC to the Downtown and Perkins Street corridor.



DZC PC Presentation Rendering - April 2011

Existing Downtown Zoning Code



Legend

- | | | |
|---|--|--|
|  Roads |  C1 - Community Commercial |  DC - Downtown Core |
|  Existing DZC Boundary |  C2 - Heavy Commercial |  GU - General Urban |
| | |  UC - Urban Center |

Bureau of Land Management, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



Fourteen Years of Outcomes

1

new stand-alone structure built under the DZC in 14 years

Chipotle, 536 E. Perkins St., the only ground-up project.

Adaptive reuse has been similarly limited (401 S. State St., 414 E. Perkins St., 225 E. Perkins St.).

“Development has not occurred at the scale or intensity anticipated in the DZC’s environmental review.”

Where the DZC succeeded: Public Investment

- ✓ Streetscape Phase 1 and Phase 2
- ✓ Urban Core Rehabilitation & Transportation Project
- ✓ Bicycle Lanes & Infrastructure
- ✓ Utility undergrounding
- ✓ Coordinated street tree selection and planting

Complementary plans, like the Perkins Street Gateway Master Plan (2015), created pathways toward the envisioned pattern.

Why the DZC Underperformed



Inconsistent design standards

No consistent standards across the district, with limited visual guidance for existing structures. What architectural style comes to mind based on Ukiah's existing building stock?



Form-based code on an auto corridor

Form-based standards misapplied along an auto-oriented corridor lacking supporting infrastructure and subdivision policies.



Loss of redevelopment funding

Site assembly, infrastructure, and gap financing tools shifted entirely to private entities.



Exception-driven entitlements

Strict lot coverage and frontage rules misaligned with irregular parcels force exceptions and discretionary review almost immediately.



Dual regulatory burden

Form-based regulations layered with conditional use permits produce entitlements requiring numerous exceptions and hearings.

"It is unclear whether any project could proceed in the DZC without a minor or major exception and multiple public hearings."

Why the DZC Underperformed



Street View – May 2015

\$

Loss of
Redevelopment
Funding



DZC PC Presentation Rendering - April 2011

Why the DZC Underperformed



Adaptive Reuse – State Street Corridor



401 S State Street – Post-Adaptive Reuse (TCW)



Existing Reuse – Perkins Street Corridor



414 East Perkins Street- Pre-Adaptive Reuse (RCU)

A Two-Phase Path to Reform

PHASE 1: NOW

Rezone to match reality

Align zoning districts with parcel scale, existing conditions, and development patterns. Resolve the mismatch between the form-based DZC and auto-oriented Perkins Street parcels. Many parcels return to pre-DZC designations or reflect projected uses like the Great Redwood Trail.

PHASE 2: NEXT

Rework the DZC itself

Proceed in parallel with Housing Element updates and historic preservation inventories. Emphasize adaptive reuse, infill, and flexibility, with room for specific plans for the former County Courthouse site and the Palace Hotel.

Key milestones

Feb 25, 2026

Planning Commission reviews initial considerations; directs alternatives, input, and airport review.

Mar 18, 2026

City submits consistency application to the Mendocino County ALUC per UKIALUCP §1.4.1(a).

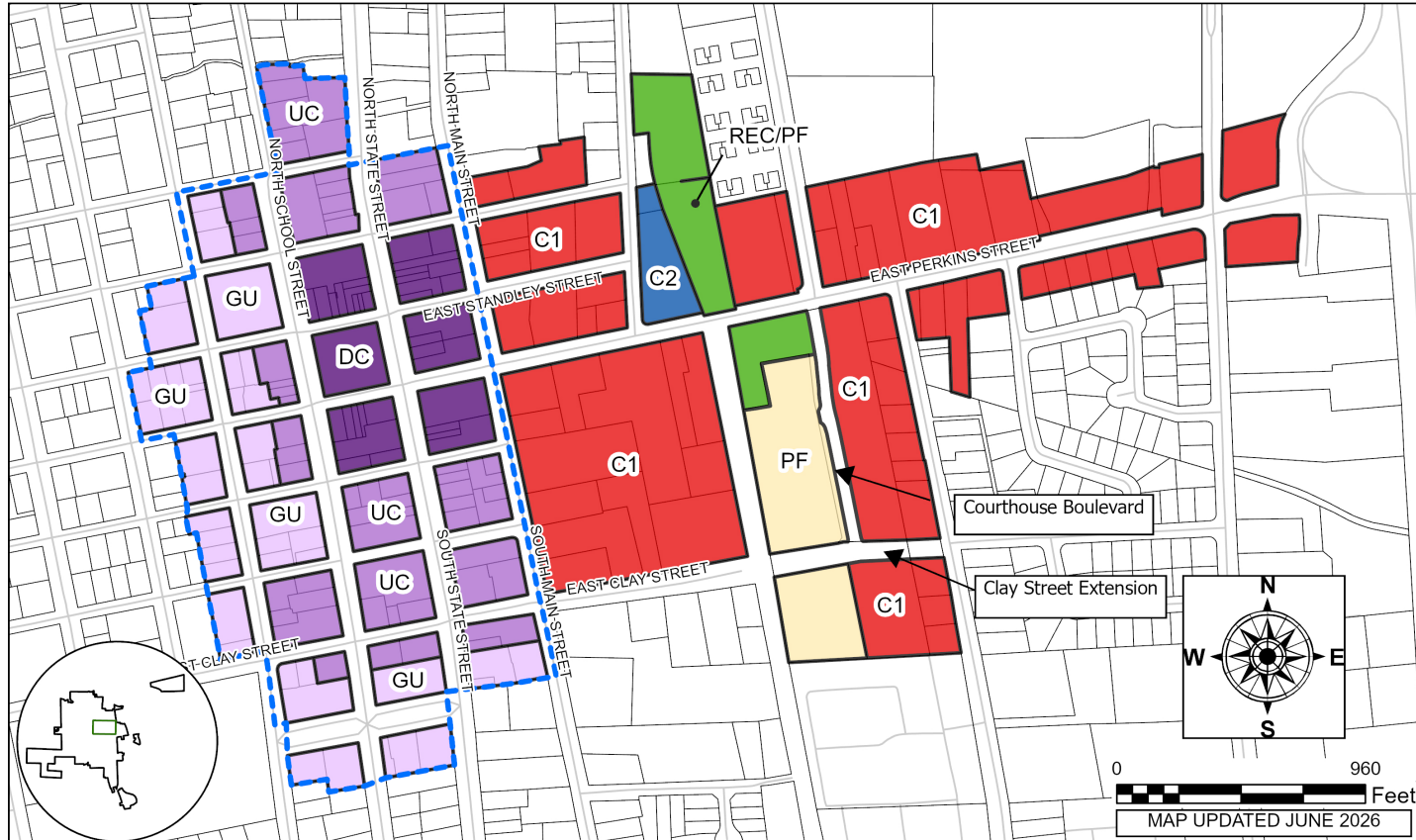
Apr 16, 2026

ALUC adopts Resolution No. 2026-0001 finding the Project consistent with the UKIALUCP.

Five Coordinated Rezoning Actions

-  UC / GU → **C-1 Community Commercial** → Addresses misaligned form-based standards on larger East Perkins Street and downtown-block lots.
-  UC (portions) → **PF Public Facilities** → Matches planned and under-construction civic uses, including the new Mendocino County Superior Courthouse and parking.
-  UC + C-2 parcel → **REC Recreation** → Implements the Recreation designation along the Great Redwood Trail and the Ukiah Rail Depot.
-  UC (Mason Street) → **C-2 Heavy Commercial** → Reflects the existing mix of warehouse and commercial uses on two Mason Street parcels.
-  DZC boundary → **Refined Downtown Core** → Focuses form-based code on the Core; expands west and south along the traditional grid; Oak/Seminary corridors adjusted to GU (excepting APN 002-176-07).

Proposed Downtown Zoning Code Map



Proposed Zoning

- C1 - Community Commercial
- C2 - Heavy Commercial

- DC - Downtown Core
- GU - General Urban
- UC - Urban Center
- PF - Public Facility

- REC/PF - Recreation/ Public Facility
- Roads
- Ukiah Assessor Parcels

- - - Proposed DZC Boundary

Changes in Prohibited Uses

- Personal services – restricted: check cashing services, psychics, fortune tellers, palm, card and tarot readers spas and hot tubs for hourly rental, and pawn shops
- Machine Shop (Use Permit)
- Agricultural equipment sales or rental (Use Permit)
- Vehicle services – Major Repair/Body Work (Use Permit)
- Artisan/craft product manufacturing
- Kennel, doggy daycare (Use Permit)
- Smoke shop
- Drive-through or drive-up – restaurant; formula fast food
- Alcoholic beverage sales (ABC Permit & Review)
- Adult cabaret (Use Permit)

New C-1 Uses

New Allowed Uses in **Green**
New Discretionary Uses in **Orange**

District Specific – Table 3

Non - Downtown Core

Fueling, gas station – MaUP was allowed in Urban Center (UC) now allowed in former General Urban (GU);

Furniture stores now allowed in former GU parcels

Artisan/craft product manufacturing now allowed in former GU parcels

Clothing and fabric product manufacturing now allowed in former GU parcels.

The Recreation (REC) Zoning District

Removing the Great Redwood Trail and Ukiah Rail Depot parcels from the DZC requires a zoning district suited to those lands.



Purpose

Provide, protect, and manage public and private recreation lands within the City. Identify lands that are suitable and intended for recreational uses in the future.



General Plan Implementation

Implements the Recreational (REC) land use designation and Policy PFS-12.1 (Park Network).



Initial Application & Improved Land Use Planning

Great Redwood Trail alignment, the existing Ukiah Rail Depot structure and riparian pocket park.

The Project vs. the Alternative

THE PROJECT (RECOMMENDED)

Rezones parcels between Main Street and the Great Redwood Trail, treating Main Street as the eastern edge of the Downtown Core.

Main Street functions as the service edge of the Downtown Core. Frontages are mainly parking, service, and loading areas supporting State Street buildings.

THE ALTERNATIVE (ANALYZED)

Retains DZC designations on parcels between Main Street and the Great Redwood Trail, including Mason Street.

Unless subdivided, west-side Main Street parcels are unlikely to develop further and are projected to continue serving State Street structures.



Both remain within the scope of impacts previously analyzed

Neither exceeds studied density thresholds, introduces unanalyzed land uses, nor adds new physical development. The ordinance is programmatic; site conditions and applicable regulations remain unchanged.

Proposed Alternative Downtown Zoning Code



Legend

Proposed Alternative
Zone Class



C2 - Heavy Commercial

DC - Downtown Core

GU - General Urban

UC - Urban Center

PF - Public Facility

REC/PF - Recreation/
Public Facility

Roads

Ukiah Assessor Parcels

Proposed DZC
Boundary Alternative

MAP UPDATED APRIL 2026

CEQA Streamlining and Plan Consistency



CEQA Guidelines §15183

Streamlined review tiered off the Ukiah 2040 General Plan EIR (SCH No. 2022050556). No new or peculiar environmental effects.



2040 General Plan Consistency

PC Findings of Consistency demonstrate alignment with goals, policies, and implementation programs, advancing Policy LU-3 and Implementation Program E.



Airport Land Use Compatibility

ALUC Resolution No. 2026-0001 (Attachment 3) finds the Project consistent with the UKIALUCP pursuant to Policy 2.2.6(a).



No New or Intensified Uses

The Project largely reinstates pre-DZC standards and modernizes ones already contemplated. Site-specific CEQA continues at project-level review. While there are limited differences in uses, there are no new substantial changes that are non-discretionary.

A Two-Phase Path to Reform

PHASE 1: NOW

Rezone to match reality

Align zoning districts with parcel scale, existing conditions, and development patterns. Resolve the mismatch between the form-based DZC and auto-oriented Perkins Street parcels. Many parcels return to pre-DZC designations or reflect projected uses like the Great Redwood Trail.

PHASE 2: NEXT

Rework the DZC itself

Proceed in parallel with Housing Element updates and historic preservation inventories. Emphasize adaptive reuse, infill, and flexibility, with room for specific plans for the former County Courthouse site and the Palace Hotel.

Remaining Steps

July 01, 2026

City Councils evaluates the recommendation of the City Council and the introduction of the ordinance for an adoption hearing.

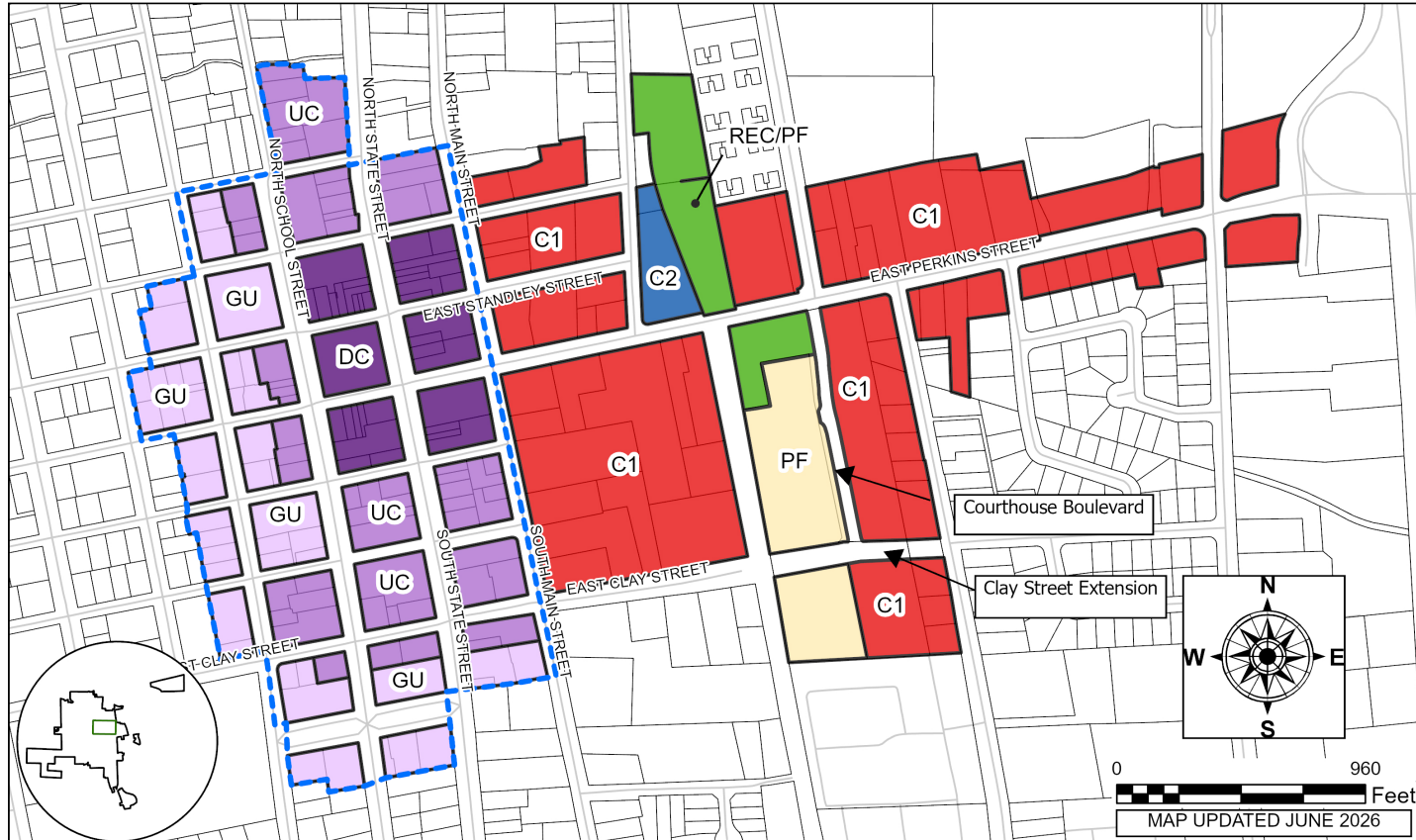
July 15, 2026

Adoption commences a 30-day window prior to the ordinance coming into force.

August 2026 – August 2027

Housing Element & Historical Inventory; align DZC Phase 2 updates with other planning efforts.

Proposed Downtown Zoning Code Map



Proposed Zoning

- C1 - Community Commercial
- C2 - Heavy Commercial

- DC - Downtown Core
- GU - General Urban
- UC - Urban Center
- PF - Public Facility

- REC/PF - Recreation/Public Facility
- Roads
- Ukiah Assessor Parcels

- - - Proposed DZC Boundary

RECOMMENDED ACTION

Introduce the Ordinance

Recommend that the City Council adopt an ordinance that facilitates a comprehensive land use amendment and rezoning of parcels within and adjacent to the Downtown Zoning Code boundary and creates a Recreation (REC) Zoning District compatible with the City's existing Recreation land use designation.

The resolution package includes:

- ✓ Ukiah 2040 General Plan Implementation – Policies & Goals
- ✓ ALUC consistency per Resolution No. AC 2026-0001
- ✓ Streamlined CEQA review under Guidelines §15183
- ✓ Parcel list, draft Council ordinance, and project area maps (Attachment 5)

Questions & Commission Discussion



AGENDA SUMMARY REPORT

SUBJECT: Annual Review and Consideration of the Fee Schedule for Community Services, Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.

DEPARTMENT: Community Services

PREPARED BY: Jake Burgess, Community Services Director

PRESENTER: Jake Burgess, Community Services Director

ATTACHMENTS:

1. Attachment 1 - Fee Schedule for Facilities, Museum, Programs and Aquatics FY 27

Summary: City Council will conduct their annual review of the user fee schedule for the Community Services Department, including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and Grace Hudson Museum; and adopt proposed changes to rental rates and user fees.

Background: The City of Ukiah Community Services Department includes Recreation, the Grace Hudson Museum, the Ukiah Valley Conference Center, parks, facilities, and various other programs. As a matter of policy, City Council reviews fees on an annual basis to ensure that the desired cost recovery, quality of service, and affordability remain at a high level. Conducting a regular review of the comprehensive fee schedule has been an important component of budget management. The annual review has assisted Staff in monitoring the growth and success of services, planning the marketing and service delivery objectives, and forecasting for each budget cycle.

Staff utilizes a variety of tools in the review and assessment of fees including the analysis of existing fees, operating costs, and service levels. The Community Services Department has also conducted fee schedule comparisons with similar facilities/programs in other agencies around the state to ensure our fees are in line with industry standards. Many facility rental fees have not increased in the past decade while utilities, maintenance and staffing costs have risen significantly.

Discussion: Community Services staff has completed a review of all user fees to ensure the desired cost recovery, quality of service, and affordability remain balanced. In response to the costs associated with maintaining and staffing facilities, Staff is requesting a few changes to the fee ranges adopted in 2025. These proposed changes include adjusting rates pertaining to the Ukiah Valley Conference Center, Ukiah Municipal Swimming Pools, entry fees and room rates for the Grace Hudson Museum, the Banner Program, and range changes to Youth Sports Program fees. Many new rental rates were adopted in 2024 for Parks and the Alex Thomas Plaza. These new rates have been in effect for less than two years, so further changes are not requested at this time for those facilities. The current and proposed fees are detailed in Attachment 1.

GRACE HUDSON MUSEUM

The Grace Hudson Museum provides art exhibits, educational programs, tours, and workshops. The current rates were adopted and implemented in FY2024-25. For FY2026-27 we request increasing general admission fees to \$10 per entry, family group fees to \$20 per group, and the school tour rate to \$8 per student. To continue ensuring broad accessibility during a time of affordability challenges, we plan for the child, individual student, and senior rates to remain the same. For the Museum's public room, we request a rate increase for daily rentals to \$325 for non-profits and \$550 for private/ business events. No changes are requested for the

Wild Gardens at this time.

PARKS & RENTAL FACILITIES

The Ukiah Valley Conference Center coordinates the scheduling and uses of public rental facilities, which includes the Conference Center, parks and picnic spaces. Facility rental revenue provides funds for routine maintenance, as well as the ability to provide facility improvements and prepare for long-term capital improvement projects. Community Services staff members work diligently to keep their operating and maintenance costs low and to manage the facilities within budget guidelines. Rate changes for renting the Alex Thomas Plaza and Parks were adopted in 2025 and have been well-received. Room rates have been thoroughly reviewed by Staff and adjusted to maximize revenue based on room capacity and frequency of bookings. Rate changes for room rentals are proposed for the Ukiah Valley Conference Center and are detailed in Attachment 1.

UKIAH MUNICIPAL POOLS

The pool facility and operations are an important community asset as it provides a safe aquatic environment for recreation and instructional swim lessons. Over the years, City Council has maintained a commitment to ensure fees for service at the facility are affordable for all. The City also provides scholarships to numerous swim lesson participants, which ensures that the fee-based programs are accessible to anyone regardless of their financial status. Multiple Staff members have been certified to be a Lifeguard, CPR and First Aid trainers, which has helped reduce costs for training and increase training availability. Staff continues to explore promotional activities, the marketing of special pool programs, and specialty hours that increase usage of the pool. Range changes are proposed for Punch Pass cards, Public Swim admission, and training/aquatic programs detailed in Attachment 1.

SPORTS & RECREATION PROGRAMS

There are many programs and services provided by the Recreation Division. Staff members have successfully operated youth and adult sports leagues, instructional classes, art-based programs, fitness activities, dog training and much more. There are many formats for the structure of classes, clinics, camps, and leagues. The Recreation Division has been tremendously successful in offering specialty camps that are held during school breaks and focus on a particular sport. Recreation programs provide healthy activities and serve a need for working parents. As with all the programs, the Youth Scholarships are available to assist with financial needs so that all children can participate. Staff is requesting an increase to the range of individual and team fees for youth and adult sports to provide flexibility for future rate changes. Range increase requests are listed in Attachment 1.

ATHLETIC FACILITIES & SPORTS FIELDS

There are a variety of athletic fields in Ukiah for specific rental uses, and their users include private groups who wish to conduct tournaments. The Recreation Staff handles the scheduling of the field rentals, and the revenue helps to offset the maintenance costs. No adjustments are necessary for this category.

Note: The City has not charged Ukiah-based youth sports leagues such as baseball, football, and soccer for the use of athletic fields. It would be cost prohibitive to the youth programs to pay a facility usage fee. Staff continues looking for new ways to increase revenue to offset the ongoing maintenance costs.

An analysis of the current fee range was conducted in coordination with the Finance Department to ensure budget goals are met given rising costs of staffing and supplies. Staff recommends Council conduct a review of the fee schedule for Community Services, including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum; and adopt the proposed changes to rental rates and user fees. This Public Hearing was noticed in the Ukiah Daily Journal on June 19, 24, and 30.

Recommended Action: Conduct a review of the fee schedule for Community Services, including recreation programs, sports fields, parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum; and adopt proposed changes to rental rates and user fees.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: Yes **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jake Burgess, Community Services Director; David Burton, Grace Hudson Museum Director; Daniel Spence, Community Services Supervisor

STRATEGIC PLAN (SP): SP 1B - Provide services that support a high quality of life for all residents, including fostering diverse, inclusive, sustainable, and accessible neighborhoods.

GENERAL PLAN ELEMENTS (GP): GP-A4 - Public Facilities, Services, and Infrastructure Element.

Approved:


Sage Sangiacomo, City Manager

COMMUNITY SERVICES DEPARTMENT		
A. UKIAH MUNICIPAL GOLF COURSE		
Facility Managed by Tayman Park Golf Group, Inc.		
B. PARK AND FACILITY RENTALS		
1. Todd Grove Room Rental Facility Managed by Tayman Park Golf Group, Inc.		
Facility located at 599 Park Blvd, Managed by Tayman Park Golf Group, Inc.		
2. Grace Hudson Museum Meeting Room & Wild Garden Rentals		
Facility located at 431 S Main Street.		
Meeting Room Capacity: 49 Assembly/Dining with Kitchen Facility		
Primary Use: Small Gatherings, Meetings, Workshops		
Wild Gardens Capacity: not to exceed 200		
Primary Use: outdoor events, including receptions, fundraisers, weddings		
Fee Category/Description	Current Fees	Proposed Fees
Meeting Room Public/Private Rental		
All Types of Use		
Refundable Deposit	250	250
Businesses & Individuals		
Daily Rate	500	550
Non Profit or Government Agencies		
Daily Rate	300	325
* Rates for wedding rental will be priced by the Conference Center/ Facility Administrator according to client requirements.		
Wild Gardens Public/Private Rental	Current Fees	
All Types of Use		
Refundable Deposit -- Business & Individuals up to 100 guests	300	
Businesses & Individuals up to 100 guests		
Daily Rate	850	
Refundable Deposit -- Business & Individuals 101-200 guests	450	
Businesses & Individuals 101-200 guests		
Daily Rate	1,150	
Refundable Deposit -- Non Profit or Government Agencies up to 100 guests	300	
Non Profit or Government Agencies up to 100 guests		
Daily Rate	500	
Refundable Deposit -- Non Profit or Government Agencies 101-200 guests	450	
Businesses & Individuals 101-200 guests		
Daily Rate	750	
* Rates for wedding rental will be priced by the Conference Center according to client requirements.		
3. Civic Center Council Chamber Rental		
Facility located at 300 Seminary Ave.		
Capacity: 141 in Council Chambers		
Primary Use: Meetings and Lectures		
Fee Category/Description	Current Fees	
Public/Private Meeting		
Refundable Deposit	200	
Business Hours: Monday - Friday 8am-5pm		
Daily Rate	150	
Evening Hours: Monday-Friday 5pm-9pm		
Daily Rate	250	
Additional Hours after 9pm		
Per Hour	50	
Services		
Equipment Use: Projector, Screen, Sound Sytem	50-100	

COMMUNITY SERVICES DEPARTMENT				
B. PARK AND FACILITY RENTALS (Continued)				
4. Park Facility Rental: Picnic Area and Other Uses				
Parks that are have rental areas include: Todd Grove Park at 600 Live Oak Vinewood Park at 1260 Elm Street Oak Manor Park at 500 Oak Manor Drive Primary Use: Gatherings, Picnics, BBQ's, etc.				
Fee Category/Description			Current Fees	
Park & BBQ Rate				
1-50 People			150	
50-100 People			250	
100+ People			350	
Access to Electricity			100	
5. Alex R Thomas Plaza & School Street				
Facility located at 310 S State Street Primary Uses: Large Gatherings, Fundraising Events, Music, Vendors, Booths				
Fee Category/Description			Current Fees	
All Types of Use for the Entire Plaza including Stage & Pavilion				
Refundable Deposit			300	
Businesses & Individuals				
Daily Rate			500	
Non Profit or Government Agencies				
Daily Rate			400	
Additional Equipment provided by City				
Daily Rate			50-100	
Expanded Use: Street Closure and/or School Street Electricity				
Daily Rate			100	
Use of Plaza Speaker and/or School Street Speaker System				
Deposit			500	
Operator Set-Up			100	
Hourly Use Rate			100	

COMMUNITY SERVICES DEPARTMENT		
C. UKIAH VALLEY CONFERENCE CENTER		
1. Room Rentals		
Daily Rate applies Monday through Friday 8:00am-5:00pm Non Profit Rate applies to the Daily Rate only when applicable Evening/Weekend Rate applies Monday through Friday after 5pm & Saturday or Sunday		
Fee Category/Description	Current Fees	Proposed Fees
Red Rooms: Cabernet 1, Cabernet 2, Merlot & Zinfandel Up to 300 people Dining or 400 Theater/Assembly		
Daily Rate	1850	1950
Evening/Weekend Rate	3200	3375
Non Profit Daily Rate	1600	1750
Cabernet 1 & Merlot or Cabernet 2 and Zinfandel Cabernet 1 or 2 From 1 to 125 people Dining/Classroom or 175 Theatre/Assembly		
Daily Rate	750	850
Evening/Weekend Rate	1300	1450
Non Profit Daily Rate	650	750
Add Merlot Room or Zinfandel Room	350	375
Chenin Blanc Room From 1 to 50 people		
Daily Rate	500	600
Evening/Weekend Rate	750	850
Non Profit Daily Rate	400	500
Riesling Room *Room is currently rented for FY 27 From 1-20 people		
Daily Rate	250	325
Evening/Weekend Rate	300	400
Non Profit Daily Rate	200	300
Chardonnay Room From 1-15 people		
Daily Rate	250	300
Evening/Weekend Rate	300	350
Non Profit Daily Rate	200	250
Merlot or Zinfandel Room From 1-20 people		
Daily Rate	250	325
Evening/Weekend Rate	300	400
Non Profit Daily Rate	200	300
Kitchen Use Fee Range	300-500	300-500
The Conference Center provides a variety of rentals, rooms and services. The listed rates are for small conferences, seminars and educational trainings. Rates for banquets, receptions, fund raisers and festive occasions will be priced according to client requirements. Additionally, the Conference Center Administrator may provide promotional rates or discounts for multiple bookings.		

COMMUNITY SERVICES DEPARTMENT				
D. GRACE HUDSON MUSEUM & SUN HOUSE				
Facility located at 431 S Main Primary Use: Art museum with educational presentations, tours, workshops.				
1. Use Rates				
Fee Category/Description		Current Fees	Proposed Fees	
Admission Rates		Since fall 2024		
Child under 8		0 (with adult)	0 (with adult)	
Youth ages 8-17		5	5	
Student 18+ w/ ID		5	5	
Adult		7	10	
Senior		5	5	
Family		15	20	
School Rate per student (5 student min)		3	8 /student	
Active Military Personnel		0	0	
Native American w/ Tribal ID		0	0	
E. UKIAH MUNICIPAL POOLS USER FEES				
Facility located at 591 Park Blvd. Primary Use: Open during the summer months for "drop-in" use during public swim hours. Programming includes swim lessons, trainings, aqua fitness classes, and more.				
1. Use Rates				
Fee Category/Description		Current Fees	Proposed Fees	
Public Swim Rates				
Children 0-5 years old		5 - 10	10-15	
Children 6-17 years old		5 - 10	10-15	
Adults 18+		5 - 10	10-15	
20 Swim Pass Punch Card		100-140	180-250	
2. Swim Lesson Rates				
Fee Category/Description				
Traditional Swim Lesson Program				
90 minutes of swim instruction (3x30 or 2x45)		75-120	75-120	
Other Aquatic Based Programs				
Aqua fitness classes, clinics, camps, etc.		1-200	1-250	
3. Private Facility Use				
Use: A Private Pool Use includes exclusive use for both pools with lifeguards				
Fee Category/Description				
2 - 4 hour period, exclusive use, 1 pool or 2		300-750	300-750	

COMMUNITY SERVICES DEPARTMENT		
F. RECREATION PROGRAMS AND SERVICES		
1. Youth Sports Leagues		
Qualifying participants can utilize the Youth Scholarship program for a reduced fee.		
Fee Category/Description	Current Fees	Proposed Fees
Youth Sports Team Sponsor		
Business Sponsorship Fee	100-500	300-600
Girls Youth Softball		
Individual Player Fee	60-100	100-150
Youth Basketball		
Individual Player Fee	60-100	100-150
Other Sports		
Individual Player Fee	20-100	40-100
2. Adult Sports League		
Fee Category/Description	Current Fees	Proposed
Adult Sports Team Sponsor		
Business Sponsorship Fee	200-500/team	300-600/team
Adult & Co-ed Softball		
Individual Player Fee	25-60	45-75
Adult Basketball		
Individual Player Fee	25-60	45-75
3 on 3 Basketball League		
Team Fee	50-200	
Other Sports		
Individual Player Fee	25-60	45-75
Other Sports		
Team Fee	50-500	300-600
3. Classes and Recreation Fees		
Fee Category/Description	Current Fees	
Contract Instructor Classes		
Registration for one participant	0-1,000 per class	
Clinics, Workshops, Trainings, Specialty Camps		
Registration for one participant	0-500 per class	
Recreation Guide Advertising Rates		
1/8 page - full page	0-1,000	
4. State Street Banner Program		
Fee Category/Description	Current Fees	Proposed Fees
State Street Banner		
Banner Fee	200	250

COMMUNITY SERVICES DEPARTMENT				
G. ATHLETIC FACILITIES AND SPORTS FIELDS				
	1. Athletic Fields			
	Ukiah Sports Complex			
	Facility located at 905 City Well Road, at River Street off Hwy 101			
	Amenities: 3 Softball Fields, Lighting, Concession Facilities and Restrooms			
	Primary Use: Sports Leagues, Tournaments			
	Fee Category/Description		Current Fees	
	Field Use			
	One Field		150/day	
	Lighting for One Field		50/day	
	Refundable Deposit		1000	
	Other Park Locations with Athletic Field			
	Fee Category/Description		Current Fees	
	Field Use			
	One Field		150/day	
	Lighting for One Field		50/day	
	Refundable Deposit		500	
Athletic Fields are used for a variety of functions such as tournaments, fundraisers, and league play. Facility use will be priced according to client requirements. Additionally, the Assistant City Manager/Director of Community Services or designee may provide promotional rates or discounts for multiple bookings.				



AGENDA SUMMARY REPORT

SUBJECT: Adopt a Resolution Approving the Electric Utility's Ten-Year Energy Efficiency Targets and Approve the Updated Public Benefits Programs and Rebates.

DEPARTMENT: Electric Utility

PREPARED BY: Diann Lucchetti, Administrative Secretary

PRESENTER: Cindy Sauers, Electric Utility Director and Diann Lucchetti, Electric Utility Program Coordinator

ATTACHMENTS:

1. Ukiah Rebates-draft
2. Energy Efficiency 10-Year Targets
3. CARES Program Credits and Rebate Details
4. Resolution Adopting Ten-Year Targets
5. FY26-27 Rebates-draft-updated 06302026
6. Presentation Given

Summary: Council will consider adopting a resolution approving the Electric Utility's Energy Efficiency Forecast for 2026-2035 and consider approving the proposed 2026 updates to the Public Benefit Programs and revised rebates.

Background: California Senate Bill 1037, signed into law in September 2005, established several important policies on energy efficiency. Among the many provisions of the law is a state-wide commitment to cost-effective and feasible energy efficiency, with the expectation that all utilities consider energy efficiency before investing in other resources to meet growing demand.

Assembly Bill 2021, introduced in 2006, added to these policies by requiring the establishment of 10-year energy efficiency targets. This is a statutory requirement in Public Utilities Code 9505(b) on a quadrennial basis (i.e. updated 10-year energy efficiency forecasts to be developed every 4 years). On February 6, 2013, the City's energy efficiency program targets were established as follows: Energy Savings Potential (MWh) = 4,167; Demand Reduction Potential (Kw) = 1,055.

Ukiah Electric Utility administers the Public Benefit (PB) Program established under California State Assembly Bill 1890 (AB1890) in 1996. The legislation mandates that electric utilities implement programs benefiting customers in four key areas: Low-Income Assistance, Energy Conservation, Renewable Energy, and Research, Development & Demonstration projects. AB1890 also requires that 2.85% of gross electric energy sales be allocated to these programs. To ensure optimal use of the available funds, the Electric Utility collaborates closely with its program administrator, Efficiency Services Group (ESG), in designing, implementing, and managing energy efficiency and renewable energy programs for customers.

Discussion: To achieve energy efficiency savings, the City has offered a variety of energy efficiency programs. These programs have been focused on community needs for energy efficiency and primarily focused on broad areas of lighting, appliances, weatherization and heat pumps. A detailed list of rebates, with suggested changes for Ukiah Electric customers is provided for the Council's review (Attachment 1). Following Council's review and the finalization of this list, it will be provided in both English and Spanish on the City's website.

The Energy Efficiency Programs and Services provide several important benefits to the City of Ukiah Electric and its ratepayers. Energy efficiency measures and projects reduce GHG emissions associated with electricity generation, save ratepayers on electricity costs, reduce stress on California's grid during peak demands and make room for additional loads such as electric vehicle charging. The Utility regularly reviews these programs to ensure they provide meaningful opportunities for customers to reduce energy usage through rebates and other initiatives.

In 2025, these programs resulted in 117,958 kilowatt-hours (kWh) of energy savings, an increase from 2024's 103,086 kWh. This improvement is largely due to the Direct-Install Program, which was approved by the Council in October 2024. The Residential Direct-Install Program provided immediate energy-saving measures and identified additional opportunities for efficiency for City of Ukiah customers. Historically, this program focused on low-income customers. However, the program was opened to all income levels on a first-come, first-serve basis. The Commercial DIY Lighting Program helped business customers upgrade inefficient lighting by providing LED fixtures at no cost. Customers were responsible for the installation whether they performed themselves or hired an electrician.

Effective January 1, 2023, the U.S. Department of Energy implemented updated minimum energy efficiency standards and testing procedures for certain HVAC equipment, including residential and commercial air conditioners and heat pumps. The changes introduced new efficiency metrics (SEER2, EER2, and HSPF2) that better reflect real-world operating conditions and establish higher minimum efficiency requirements, despite lower numerical ratings. These federal changes require that publicly owned utilities ensure all newly purchased or installed equipment that is eligible for incentive programs comply with the updated standards. While the changes may result in modestly higher upfront equipment costs, they support long-term energy savings, reduced system demand, and continued regulatory compliance. It's important to note that these changes make it difficult to meet the efficiency targets; a significantly larger number of projects are needed to achieve the targets. The annual and 10-year targets are included as Attachment 2. Staff will continue to promote the programs and rebates that provide the efficiencies to meet the targets.

The **Low-Income Billing Assistance Program** offers two options: the Senior Citizen Monthly Discount and the Non-Senior Household Monthly Discount, both designed to help low-income customers manage their electric bills. The City's discount is a fixed amount, based on income level. Council approved a discount increase of 25% for eligible customers in October 2024, which helps those most affected by the higher electricity rates (see Attachment 3). Customers can also apply for state funding, but it cannot be used simultaneously with these discounts. Ukiah dedicates over 40% of its Public Benefits budget to low-income assistance, a significantly higher proportion than other utilities.

The Utility implemented another phase of the **Residential Direct Install Program** and the **Commercial DIY Lighting Program**. These programs not only help customers reduce their energy bills but also support the Utility's broader goals for energy efficiency and decarbonization. They contribute to efforts to restore a safe climate by incentivizing energy-efficient upgrades in both residential and commercial properties. The combined savings from the Commercial DIY and Residential DI Programs delivered the greatest percentage of savings in FY25, accounting for 77% of the total annual kWh savings.

Research and Development (R&D) provides opportunities to use funding to explore projects that provide additional energy savings and efficiencies for Ukiah customers. The Shallow Percolation for Reservoir Injection and Thermal Enhancement (SPRITE) project at the Geothermal Plant provides such an opportunity. The project is estimated to increase the capacity of the Geothermal by 10-15MW. Year one of the project is deemed R&D and will therefore be funded through the Public Benefits Fund.

All programs are offered as budget allows and may be adjusted based on funding availability. Currently, there is \$150,000 budgeted for energy efficiency programs and rebates and \$336,870 for Ukiah's portion of the SPRITE project. Upon Council approval, the Utility will move forward with implementing these initiatives.

Staff requests Council adopt a resolution approving the Electric Utility's ten-year energy efficiency targets and approve the updated Public Benefits Programs and rebates.

Recommended Action: Adopt a resolution approving the Electric Utility's ten-year energy efficiency targets and approve the updated Public Benefits Programs and rebates.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 80626450; \$661,500

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 80626450; Public Benefits Fund

REVENUE: No GRANT: No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

STRATEGIC PLAN (SP): SP 4A - Identify and remove barriers to economic development while leveraging economic opportunities.

GENERAL PLAN ELEMENTS (GP): GP-A4 - Public Facilities, Services, and Infrastructure Element.

Approved:


Sage Sangiacomo, City Manager



RESIDENTIAL REBATE CHART

Note: Program requirements and rebates are subject to change.

Form No.	CATEGORY / MEASURE	BLDG VINTAGE	BLDG TYPE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
RESIDENTIAL LIGHTING							
RL	Screw-In or Pin-Based LED (up to 22W)	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard (Incandescent or Halogen) Unit	ENERGY STAR® Certified Unit (up to 22W)	Bulb	\$5.00
	LED Holiday Lights	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard (Incandescent) Unit	ENERGY STAR® Certified and bring old string into the office	String	Up to 100% of purchase price
					ENERGY STAR® Certified Unit		\$15.00
	Ceiling Fan	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	ENERGY STAR® Certified Unit	Fan	\$25.00
RESIDENTIAL HVAC							
RH	Ducted Central Air Conditioning	Existing	Single-Family / Manufactured Homes	Standard Efficiency Unit	15.2 SEER2 <u>and</u> 12.2 EER2	Ton	\$75.00
					17-SEER (16.0 SEER2) <u>and</u> 13.3 EER (12.6 EER2)		\$100.00
	Ducted Central Packaged or Split System Air Source Heat Pump	Existing	Single-Family / Manufactured Homes	Standard Efficiency Unit	15.2 SEER2, 12.2 EER2, <u>and</u> 7.7 HSPF2	Ton	\$300.00
	Mini/Multi-Split Ductless Heat Pump	Existing	Single-Family / Manufactured Homes	Standard Efficiency Unit	15.2 SEER2, <u>and</u> 7.8 HSPF2	Ton	\$300.00
	Smart Thermostats	Existing	Single-Family / Manufactured Homes	Central AC or Heat Pump with programmable or non-programmable thermostat	Central AC or Heat Pump with ENERGY STAR® Certified Smart Thermostat	Unit	\$50.00
RH & RC-DS	Duct Sealing with Duct Blaster Pre- and Post-Test	Existing	Single-Family	Central AC with Existing Duct System with Excessive Leakage of Conditioned Air into Unconditioned Space	Central AC with Existing Duct System Sealed and Repaired and Overall-CFM Reduction of 20% or Greater	System	\$75.00
Seasonal Energy Efficiency Rating (SEER/2), Energy Efficiency Ratio (EER/2) and Heating Seasonal Performance Factor (HSPF/2) represent the efficiency ratings 12,000 Btuh = 1 Ton of Cooling Cubic Feet per Minute (CFM) represents the amount of airflow							
RESIDENTIAL ELECTRIC VEHICLES							
EV-B	Approved Electric-CARE customer E-Bike	New / Existing	Single-Family / Manufactured Homes	Income approved applicants only. Intended to replace trips otherwise taken by automobile: E-bikes purchased solely for recreation do not qualify (i.e. Mountain Bikes).	New E-Bike; maximum one E-Bike rebate per account	Bike	\$700.00
	E-Bike purchased at a local Ukiah retailer	New / Existing	Single-Family / Manufactured Homes	Intended to replace trips otherwise taken by automobile: E-bikes purchased solely for recreation do not qualify (i.e. Mountain Bikes).	New E-Bike; maximum one E-Bike rebate per account	Bike	\$400.00
	E-Bike purchased from a retailer outside of Ukiah	New / Existing	Single-Family / Manufactured Homes	Intended to replace trips otherwise taken by automobile: E-bikes purchased solely for recreation do not qualify (i.e. Mountain Bikes).	New E-Bike; maximum one E-Bike rebate per account	Bike	\$300.00
	E-Bike conservation kit	New / Existing	Single-Family / Manufactured Homes	Intended to replace trips otherwise taken by automobile: E-bikes purchased solely for recreation do not qualify (i.e. Mountain Bikes).	New E-Bike; maximum one E-Bike rebate per account	Bike	\$50.00
EV-C	Home Level 2 Charger	New / Existing	Single-Family / Manufactured Homes	No existing home charger; Pre-approval is required to ensure eligibility and availability of funds	Level 2 Qualifying Charger	Charger	\$500.00
RESIDENTIAL WEATHERIZATION							

Remove due to market transformation. LED is now code baseline.

Remove due to market transformation. LED is now code baseline and savings come from lighting only. We have only processed one rebate.

Combine the tiers into one minimum rebate as we have not processed many tiered incentives
Recommend reducing rebate amount to \$200 per ton based on reduced savings assumptions for eTRM measures. Changes to codes and standards have reduced the incremental savings.
Recommend reducing rebate amount to \$200 per ton based on the same reason above for split/package heat pumps - different requirements for ductless

Remove. Duct sealing is required by Title 24 when a new HVAC system is installed. The majority of applications received for this have

RW	Ceiling/Attic Insulation	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Insulation Less Than or Equal To R-19	Central AC or Electric Space Heat with Insulation R-30 or Greater	Sq/Ft	\$1.00
	Wall Insulation	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Insulation R-0	Central AC or Electric Space Heat with Insulation R-13 or Greater	Sq/Ft	\$0.50
	Solar Attic Fan	Existing	Single-Family / Multifamily	Hard-wire or plug-in Electric Powered Unit	Solar-Powered Unit (before and after photos showing disconnected electric fan are required)	CFM	\$0.20
	Replacement Windows	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Single or Dual-Pane Windows	Central AC or Electric Space Heat with Replacement Windows with U-Value 0.32 or Less and SHGC 0.25 or Less	Sq/Ft	\$3.00
RW & RW-AS	Air Sealing with Blower Door Pre- and Post-Test	Existing	Single-Family	Central AC with Air Leakage of 0.35 ACH or Greater	Central AC with Building Air Gaps Sealed and Overall ACH Reduction of 30% or Greater	Home	\$25.00
NC	New Construction	New	Single Family & Multi Family	Title 24 minimum required to meet code	Rebate is based on annual kWh's saved over Title 24 minimum, documented by Title 24 report	kWh	\$0.20
R-Value represents resistance to heat transfer Solar Heat Gain Coefficient (SHGC) represents the solar transmittance Air Changes per Hour (ACH) represents the amount of air leakage							

RESIDENTIAL EQUIPMENT							
RE-N	Clothes Washer	New / Existing	Single-Family / Multifamily / Manufactured Homes	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR® Certified Standard Size Unit	Unit	\$100.00
	Clothes Dryer	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard efficiency electric unit	Electric ENERGY STAR® Certified Standard Size Unit	Unit	\$100.00
	Standard Size Dishwasher	New / Existing	Single-Family / Multifamily / Manufactured Homes	Electric Water Heat with Standard Size (8+ place settings) and Efficiency Unit	Electric Water Heat with ENERGY STAR® Certified Standard Size Unit	Unit	\$50.00
	Induction Range	Existing	Single-Family / Multifamily / Manufactured Homes	Existing natural gas range	Electric oven with Induction cooktop or standalone Induction cooktop (before and after photos required to document existing gas appliance)	Unit	\$750.00
	Portable Induction Cooktop	New / Existing	Single-Family / Multifamily / Manufactured Homes	Existing electric resistance range or cooktop	Portable Induction cooktop	Unit	\$100.00
	Refrigerator	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard Size Efficiency Unit >7.75 cu. ft. Compact < 7.75 cu. ft. are not eligible.	ENERGY STAR Certified Unit >7.75 cu. ft.	Unit	\$100.00
	Heat Pump Water Heater	Existing	Single-Family / Multifamily / Manufactured Homes	Electric Resistance Storage Water Heater 30-80 gallons	ENERGY STAR® Certified Unit 30-80 gallons minimum 2.75 Uniform Energy Factor (UEF)	Unit	\$500.00
	Smart Power Strip	New / Existing	Single-Family / Multifamily / Manufactured Homes	Single Switch Unit without Control Mechanism	Connected Tier 2 advanced power strip with external communication capability (e.g., Wi-Fi, Bluetooth connectivity)	Unit	\$15.00
	Variable Speed Pool Pump	Existing	Single-Family	Standard Unit Single or Two-Speed 1 hp or Greater	Variable Speed Unit with Variable Speed Unit Control no greater than 3 HP	Unit	\$400.00

Additional Terms and Conditions
All rebates are subject to availability of funds and may be changed or discontinued at any time.
All rebate requests must be received within 6 months of purchase/installation.
All rebates are limited to 100% of purchase/installation cost and \$2000 per measure
Some measures may be subject to additional installation and specification requirements - Call (707) 467-5700 for more information.

Ukiah Electric Utility
2006 - 2035 Goal Tracker

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10 Yr Totals	% of Sales Forecast
2011 - 2020 Target kWh	250,000	250,000	310,000	341,000	375,100	412,610	453,871	499,258	549,184	604,102																4,045,125	0.56%
2014 - 2023 Target kWh				450,000	450,000	447,575	427,858	364,481	404,106	394,890	391,491	414,338	422,615													4,167,354	0.34%
2018 - 2027 Target kWh								398,373	441,486	483,628	520,196	550,232	575,341	599,156	617,048	624,917	626,356									5,436,734	0.48%
2021 - 2031 Target kWh												403,166	403,777	402,535	405,457		412,734	424,157	423,901	424,711	423,903	422,340				4,146,680	0.37%
2026 - 2035 Target kWh																193,142	215,726	229,655	240,234	235,315	242,475	248,762	254,145	257,281	262,663	2,379,399	0.21%
Target kW																											
Gross kW					79	34	15	17	39	81	14	16	27	45	26												
Gross kWh			534,607	535,956	300,992	149,146	106,418	135,780	614,742	669,263	77,407	77,745	159,395	103,086	117,958												
Gross Lifecycle kWh			4,837,391	3,594,813	5,972,986	1,871,942	1,355,713	1,711,500	7,418,197	7,945,088	959,250	1,037,149	1,473,004	1,076,106	1,571,983												
Net Coincident Peak kW	339	152	213	320	66	27	10	13	31	65	10	12	22	30	20												
Net kWh	1,095,800	802,099	436,904	437,438	235,926	112,854	77,025	102,789	490,012	533,695	59,381	59,558	130,973	84,160	77,981												
Net Lifecycle kWh	10,991,140	9,663,386	3,881,184	2,884,221	4,723,118	1,388,176	941,223	1,267,873	5,902,671	6,317,934	727,978	785,586	1,157,210	851,720	922,014												
Incentives	\$ 100,874.00	\$ 184,234.00	\$ 169,834.00	\$ 152,322.00	\$ 88,508.00	\$ 51,319.00	\$ 38,082.00	\$ 42,522.85	\$ 274,598.06	\$ 29,030.67	\$ 25,577.00	\$ 23,468.72	\$ 100,067.96	\$ 67,763.77	\$ 113,303.46												
Admin	\$ 492,315.00	\$ 68,888.00	\$ 45,759.00	\$ 47,042.00	\$ 44,379.00	\$ 41,582.00	\$ 46,059.00	\$ 43,614.42	\$ 43,883.50	\$ 44,436.88	\$ 42,668.13	\$ 43,141.59	\$ 42,305.15	\$ 46,943.49	\$ 49,211.07												
Total Utility Cost	\$ 593,189.00	\$ 253,122.00	\$ 215,593.00	\$ 199,364.00	\$ 132,887.00	\$ 92,901.00	\$ 84,141.00	\$ 86,137.27	\$ 318,481.56	\$ 73,467.55	\$ 68,245.13	\$ 66,610.31	\$ 142,373.11	\$ 114,707.26	\$ 162,514.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$/kWh																											
% of Yearly Savings Goal	438.3%	320.8%	140.9%	97.2%	52.4%	25.2%	18.0%	25.8%	111.0%	110%	11%	15%	32%	21%	19%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		0%
% of Ten Year Targets Achieved	134%	91%	61%	50%	42%	39%	36%	35%	32%	21%	10%	9%	7%	4%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		

Ukiah C.A.R.E.S. Program Assistance Levels

Current Programs	Less than 100% of *FPIG	101% - 150% of *FPIG	151% - 200% of *FPIG	Payments
Senior Citizen Monthly Discount	\$40	\$30	\$20	Monthly bill credits
Non-Senior Household Monthly Discount	\$30	\$20	\$10	Monthly bill credits

Proposed Programs	Less than 100% of *FPIG	101% - 150% of *FPIG	151% - 200% of *FPIG	Payments
Senior Citizen Monthly Discount	\$50	\$37.50	\$25	Monthly bill credits
Non-Senior Household Monthly Discount	\$37.50	\$25	\$12.50	Monthly bill credits

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING TEN-YEAR TARGETS FOR ENERGY EFFICIENCY AND FUEL SUBSTITUTION PROGRAMS FROM 2026 TO 2035

WHEREAS, Senate Bill 1037 requires electricity providers to commit to cost-effective and feasible energy efficiency; and

WHEREAS, Assembly Bill 2021 requires the establishment of ten-year energy efficiency targets; and

WHEREAS, Public Utilities Code 9505(b) requires energy efficiency targets be updated on a quadrennial basis and submitted to the California Energy Commission; and

WHEREAS, in 1996, the State of California established the Public Benefits Fund to support energy efficiency programs, renewable energy generation, and low-income discounts; and

WHEREAS, electric energy efficiency and fuel substitution programs reduce greenhouse gas emissions and overall energy consumption; and

WHEREAS, residential and commercial energy efficiency and fuel substitution programs should incentivize high energy efficiency options, be cost-effective, and support equity; and

WHEREAS, due to increases in mandatory energy efficiency from various State building codes and Federal appliance and equipment standards (codes and standards) the overall potential for energy efficiency decreases over time; and

WHEREAS, fuel substitution and electrification efficiency present new opportunities for energy programs and savings; and

WHEREAS, the City of Ukiah's Electric Utility offers rebates and programs to assist customers with achieving energy efficiency in their homes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ukiah hereby establishes program targets for energy efficiency and fuel substitution Megawatt-hours (MWh) savings as outlined in Attachment 1 to this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on this 1st day of July, 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Susan Sher, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk

Ukiah Electric Utility
2006 - 2035 Goal Tracker

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10 Yr Totals	% of Sales Forecast
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Target kW																											
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Gross kWh			534,607	535,956	300,992	149,146	106,418	135,780	614,742	669,263	77,407	77,745	159,395	103,086	117,958												
Gross Lifecycle kWh			4,837,391	3,594,813	5,972,986	1,871,942	1,355,713	1,711,500	7,418,197	7,945,088	959,250	1,037,149	1,473,004	1,076,106	1,571,983												
Net Coincident Peak kW	339	152	213	320	66	27	10	13	31	65	10	12	22	30	20												
Net kWh	1,095,800	802,099	436,904	437,438	235,926	112,854	77,025	102,789	490,012	533,695	59,381	59,558	130,973	84,160	77,981												
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Incentives	\$ 100,874.00	\$ 184,234.00	\$ 169,834.00	\$ 152,322.00	\$ 88,508.00	\$ 51,319.00	\$ 38,082.00	\$ 42,522.85	\$ 274,598.06	\$ 29,030.67	\$ 25,577.00	\$ 23,468.72	\$ 100,067.96	\$ 67,763.77	\$ 113,303.46												
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Total Utility Cost	\$ 593,189.00	\$ 253,122.00	\$ 215,593.00	\$ 199,364.00	\$ 132,887.00	\$ 92,901.00	\$ 84,141.00	\$ 86,137.27	\$ 318,481.56	\$ 73,467.55	\$ 68,245.13	\$ 66,610.31	\$ 142,373.11	\$ 114,707.26	\$ 162,514.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
\$/kWh																											
% of Yearly Savings Goal	438.3%	320.8%	140.9%	97.2%	52.4%	25.2%	18.0%	25.8%	111.0%	110%	11%	15%	32%	21%	19%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		0%
% of Ten Year Targets Achieved	134%	91%	61%	50%	42%	39%	36%	35%	32%	21%	10%	9%	7%	4%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		



RESIDENTIAL REBATE CHART

Note: Program requirements and rebates are subject to change.

RESIDENTIAL LIGHTING							
Form No.	CATEGORY / MEASURE	BLDG VINTAGE	BLDG TYPE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
RL	Screw-In or Pin-Based LED (up to 22W)	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard (Incandescent or Halogen) Unit	ENERGY STAR® Certified Unit (up to 22W)	Bulb	\$5.00
	LED Holiday Lights	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard (Incandescent) Unit	ENERGY STAR® Certified and bring old string into the office	String	Up to 100% of purchase price
					ENERGY STAR® Certified Unit		\$15.00
	Ceiling Fan	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard Efficiency Unit	ENERGY STAR® Certified Unit	Fan	\$25.00

Remove due to market transformation. LED is now code baseline.

Remove due to market transformation. LED is now code baseline and savings come from lighting only. We have only processed one rebate.

RESIDENTIAL HVAC							
Form No.	CATEGORY / MEASURE	BLDG VINTAGE	BLDG TYPE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
RH	Ducted Central Air Conditioning	Existing	Single-Family / Manufactured Homes	Standard Efficiency Unit	15.2 SEER2 <u>and</u> 12.2 EER2	Ton	\$75.00
					17 SEER (16.0 SEER2) and 13.3 EER (12.6 EER2)		\$400.00
	Ducted Central Packaged or Split System Air-Cooled Heat Pump	Existing	Single-Family / Manufactured Homes	Standard Efficiency Unit	15.2 SEER2, 12.2 EER2, <u>and</u> 7.7 HSPF2	Ton	\$300.00
	Mini/Multi-Split Ductless Heat Pump	Existing	Single-Family / Manufactured Homes	Standard Efficiency Unit	15.2 SEER2, <u>and</u> 7.8 HSPF2	Ton	\$300.00
	Smart Thermostats	Existing	Single-Family / Manufactured Homes	Central AC or Heat Pump with programmable or non-programmable thermostat	Central AC or Heat Pump with ENERGY STAR® Certified Smart Thermostat	Unit	\$50.00
RH & RC-DS	Duct Sealing with Duct Blaster Pre- and Post-Test	Existing	Single-Family	Central AC with Existing Duct System with Excessive Leakage of Conditioned Air into Unconditioned Space	Central AC with Existing Duct System Sealed and Repaired and Overall CFM Reduction of 20% or Greater	System	\$75.00
Seasonal Energy Efficiency Rating (SEER/2), Energy Efficiency Ratio (EER/2) and Heating Seasonal Performance Factor (HSPF/2) represent the efficiency ratings 12,000 Btuh = 1 Ton of Cooling Cubic Feet per Minute (CFM) represents the amount of airflow							

Combine the tiers into one minimum rebate as we have not processed many tiered incentives Recommend reducing rebate amount to \$200 per ton based on reduced savings assumptions for eTRM measures. Changes to codes and standards have reduced the incremental savings.

Recommend reducing rebate amount to \$200 per ton based on the same reason above for split/package heat pumps - different requirements for ductless

Remove. Duct sealing is required by Title 24 when a new HVAC system is installed. The majority of applications received for this have

RESIDENTIAL ELECTRIC VEHICLES							
Form No.	CATEGORY / MEASURE	BLDG VINTAGE	BLDG TYPE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
EV-B	Approved Electric-CARE customer E-Bike	New / Existing	Single-Family / Manufactured Homes	Income approved applicants only. Intended to replace trips otherwise taken by automobile: E-bikes purchased solely for recreation do not qualify (i.e. Mountain Bikes).	New E-Bike; maximum one E-Bike rebate per account	Bike	\$700.00
	E-Bike purchased at a local Ukiah retailer	New / Existing	Single-Family / Manufactured Homes	Intended to replace trips otherwise taken by automobile: E-bikes purchased solely for recreation do not qualify (i.e. Mountain Bikes).	New E-Bike; maximum one E-Bike rebate per account	Bike	\$400.00
	E-Bike purchased from a retailer outside of Ukiah	New / Existing	Single-Family / Manufactured Homes	Intended to replace trips otherwise taken by automobile: E-bikes purchased solely for recreation do not qualify (i.e. Mountain Bikes).	New E-Bike; maximum one E-Bike rebate per account	Bike	\$300.00
	E-Bike conservation kit	New / Existing	Single-Family / Manufactured Homes	Intended to replace trips otherwise taken by automobile: E-bikes purchased solely for recreation do not qualify (i.e. Mountain Bikes).	New E-Bike; maximum one E-Bike rebate per account	Bike	\$50.00

EV-C	Home Level 2 Charger	New / Existing	Single-Family / Manufactured Homes	No existing home charger; Pre-approval is required to ensure eligibility and availability of funds	Level 2 Qualifying Charger	Charger	\$500.00
RESIDENTIAL WEATHERIZATION							
Form No.	CATEGORY / MEASURE	BLDG VINTAGE	BLDG TYPE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
RW	Ceiling/Attic Insulation	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Insulation Less Than or Equal To R-19	Central AC or Electric Space Heat with Insulation R-30 or Greater	Sq/Ft	\$1.00
	Wall Insulation	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Insulation R-0	Central AC or Electric Space Heat with Insulation R-13 or Greater	Sq/Ft	\$0.50
	Solar Attic Fan	Existing	Single-Family / Multifamily	Home with a Hard wire or plug-in Electric-Powered Unit with or without Central Air Conditioning	Solar-Powered Unit (before and after photos showing disconnected electric fan are required)	CFM	\$0.20
	Replacement Windows	Existing	Single-Family / Multifamily	Central AC or Electric Space Heat with Single or Dual-Pane Windows	Central AC or Electric Space Heat with Replacement Windows with U-Value 0.32 or Less and SHGC 0.25 or Less	Sq/Ft	\$3.00
RW & RW-AS	Air Sealing with Blower Door Pre- and Post-Test	Existing	Single-Family	Central AC with Air Leakage of 0.35 ACH or Greater	Central AC with Building Air Gaps Sealed and Overall ACH Reduction of 30% or Greater	Home	\$25.00
NC	New Construction	New	Single Family & Multi Family	Title 24 minimum required to meet code	Rebate is based on annual kWh's saved over Title 24 minimum, documented by Title 24 report	kWh	\$0.20
R-Value represents resistance to heat transfer Solar Heat Gain Coefficient (SHGC) represents the solar transmittance Air Changes per Hour (ACH) represents the amount of air leakage							

Recommend removing; no rebates have been processed and there aren't a lot of trade allies trained and doing this with pressure diagnostic equipment.

RESIDENTIAL EQUIPMENT							
Form No.	CATEGORY / MEASURE	BLDG VINTAGE	BLDG TYPE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
RE-N	Clothes Washer	New / Existing	Single-Family / Multifamily / Manufactured Homes	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR® Certified Standard Size Unit	Unit	\$100.00
	Clothes Dryer	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard efficiency electric unit	Electric ENERGY STAR® Certified Standard Size Unit	Unit	\$100.00
	Standard Size Dishwasher	New / Existing	Single-Family / Multifamily / Manufactured Homes	Electric Water Heat with Standard Size (8+ place settings) and Efficiency Unit	Electric Water Heat with ENERGY STAR® Certified Standard Size Unit	Unit	\$50.00
	Induction Range	Existing	Single-Family / Multifamily / Manufactured Homes	Existing natural gas range	Electric oven with Induction cooktop or standalone Induction cooktop (before and after photos required to document existing gas appliance)	Unit	\$750.00
	Portable Induction Cooktop	New / Existing	Single-Family / Multifamily / Manufactured Homes	Existing electric resistance range or cooktop	Portable Induction cooktop	Unit	\$100.00
	Refrigerator	New / Existing	Single-Family / Multifamily / Manufactured Homes	Standard Size Efficiency Unit >7.75 cu. ft. Compact < 7.75 cu. ft. are not eligible.	ENERGY STAR Certified Unit >7.75 cu. ft.	Unit	\$100.00
	Heat Pump Water Heater	Existing	Single-Family / Multifamily / Manufactured Homes	Electric Resistance Storage Water Heater 30-80 gallons	ENERGY STAR® Certified Unit 30-80 gallons minimum 2.75 Uniform Energy Factor (UEF)	Unit	\$500.00
	Smart Power Strip	New / Existing	Single-Family / Multifamily / Manufactured Homes	Single Switch Unit without Control Mechanism	Connected Tier 2 advanced power strip with external communication capability (e.g., Wi-Fi, Bluetooth connectivity)	Unit	\$15.00
	Variable Speed Pool Pump	Existing	Single-Family	Standard Unit Single or Two-Speed 1 hp or Greater	Variable Speed Unit with Variable Speed Unit Control no greater than 3 HP	Unit	\$400.00

Minimum requirements changed

Additional Terms and Conditions
All rebates are subject to availability of funds and may be changed or discontinued at any time.
All rebate requests must be received within 6 months of purchase/installation.
All rebates are limited to 100% of purchase/installation cost and \$2000 per measure
Some measures may be subject to additional installation and specification requirements - Call (707) 467-5700 for more information.

V_04/26



COMMERCIAL REBATE CHART

Note: Program requirements and rebates are subject to change.

INSULATION	BUILDING VINTAGE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
Attic Insulation	Existing	R-19 or Less	Minimum R-44	Sq/Ft	\$4.00

Recommend removing; no savings and no projects have been completed

HVAC	BUILDING VINTAGE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
Packaged Air Conditioner: <65,000 Btuh	Existing	65,000 Btuh Standard Efficiency	15.2 SEER2 minimum	Tons of Cooling	\$100.00
Packaged Air Conditioner: 65,000 to 134,000 Btuh	Existing	65,000 - 134,000 Btuh Standard Efficiency	11.5 EER and 14.6 IEER minimum	Tons of Cooling	\$75.00
Packaged Air Conditioner: 135,000 to 240,000 Btuh	Existing	135,000 - 239,000 Btuh Standard Efficiency	11.5 EER and 14.0 IEER minimum	Tons of Cooling	\$50.00
Packaged Air Conditioner: 240,000 - 760,000 Btuh	Existing	240,000 -760,000 Btuh Standard Efficiency	10.8 EER and 13.0 IEER minimum	Tons of Cooling	\$25.00
Packaged Air Conditioner: > 760,000 Btuh	Existing	>760,000 Btuh Standard Efficiency	10.2 EER and 12.3 IEER minimum	Tons of Cooling	\$20.00
Packaged Air-Cooled Heat Pump: <65,000 Btuh	Existing	<65,000 Btuh Standard Efficiency	15.2 SEER2 and 6.7 HSPF2 minimum	Tons of Cooling	\$200.00
Split System Air-Cooled Heat Pump: <65,000 Btuh	Existing	<65,000 Btuh Standard Efficiency	16.2 SEER2 and 7.5 HSPF2 minimum	Tons of Cooling	\$200.00
Packaged Air-Cooled Heat Pump: 65,000-134,000 Btuh	Existing	65,000-134,000 Btuh Standard Efficiency	11.5 EER, 13.9 IEER, and 3.5 COP minimum	Tons of Cooling	\$100.00
Packaged Air-Cooled Heat Pump: 135,000-239,000 Btuh	Existing	135,000-239,000 Btuh Standard Efficiency	10.8 EER, 13.3 IEER, and 3.48 COP minimum	Tons of Cooling	\$75.00
Packaged Air-Cooled Heat Pump: 240,000-760,000 Btuh	Existing	240,000-760,000 Btuh Standard Efficiency	9.7 EER, 12.3 IEER, and 3.3 COP minimum	Tons of Cooling	\$50.00
Package Terminal Air Conditioner, Hotel/Motel - Non-Standard Sleeve	Existing	Standard efficiency < 24 kBtu Package Terminal Air Conditioner	≤ 7,000 up to 24,000 Btuh: EER ≥ 1.2 X [10.9 - (0.213 x Cooling Capacity/1000)]	Tons of Cooling	\$100.00
Package Terminal Air Conditioner, Hotel/Motel - Standard Sleeve	Existing	Standard efficiency < 24 kBtu Package Terminal Air Conditioner	≤ 7,000 up to 24,000 Btuh: EER ≥ 1.2 X [14.0 - (0.300 x Cooling Capacity/1000)]	Tons of Cooling	\$100.00
Package Terminal Heat Pump, Hotel/Motel - Non-Standard Sleeve	Existing	Standard efficiency < 24 kBtu Package Terminal Heat Pump	≤ 7,000 up to 24,000 Btuh: EER ≥ 1.2 x [10.8 - (0.213 x Cooling Capacity/1000)]; and COP ≥ 1.2 x [2.9 - (0.026 × Capacity/1000)]	Tons of Cooling	\$175.00
Package Terminal Heat Pump, Hotel/Motel - Standard Sleeve	Existing	Standard efficiency < 24 kBtu Package Terminal Heat Pump	≤ 7,000 up to 24,000 Btuh: EER ≥ 1.2 x [14.0 - (0.300 x Cooling Capacity/1000)]; and COP ≥ 1.2 x [3.7 - (0.052 × Capacity/1000)]	Tons of Cooling	\$175.00
Energy Efficiency Ratio (EER/2), Seasonal Energy Efficiency Ratio (SEER/2), Integrated Energy Efficiency Ratio (IEER), and Heating Seasonal Performance Factor (HSPF/2) represent the efficiency ratings 12,000 Btuh = 1 Ton of Cooling					

Changes were made to minimum efficiency requirements

Previous Requirements					
Central AC: <65,000 Btuh	Existing	Standard Efficiency Unit	16 SEER (15.3 SEER2) minimum	Ton	\$100.00
Central AC: 65,000 and <134,000 Btuh	Existing	Standard Efficiency Unit	12 EER (11.5 EER2) and 19 IEER minimum	Ton	\$75.00
Central AC: 135,000 and <239,000 Btuh	Existing	Standard Efficiency Unit	12 EER (11.5 EER2) and 17.5 IEER minimum	Ton	\$50.00
Central AC: 240,000 and 759,000 Btuh	Existing	Standard Efficiency Unit	10.8 EER (10.3 EER2) minimum	Ton	\$25.00
Heat Pump: <55,000 Btuh	Existing	Standard Efficiency Unit	16 SEER (15.3 SEER2) minimum	Ton	\$200.00
Heat Pump: 55,000-64,000 Btuh	Existing	Standard Efficiency Unit	16 SEER (15.3 SEER2) minimum	Ton	\$100.00
Heat Pump: 65,000-239,000 Btuh	Existing	Standard Efficiency Unit	12 EER (11.5 EER2) minimum	Ton	\$75.00
Heat Pump: 240,000 Btuh	Existing	Standard Efficiency Unit	10 EER (9.6 EER2)	Ton	\$50.00
Package Terminal Air Conditioner, Hotel/Motel	Existing	Standard Efficiency Unit	<7,000 Btuh - Min 11.29 EER (10.8 EER2) 7,000-15,000 Btuh - Min 10.27 EER (9.8 EER2) >15,000 Btuh - Min 9.29 EER (8.9 EER2)	Ton	\$350.00
Package Terminal Heat Pump, Hotel/Motel	Existing	Standard Efficiency Unit	<7,000 Btuh - Min 11.17 EER (10.7 EER2) 7,000-15,000 Btuh - Min 10.15 EER (9.7 EER2) >15,000 Btuh - Min 9.13 EER (8.7 EER2)	Ton	\$175.00

ELECTRIC VEHICLE CHARGER	BUILDING VINTAGE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
Workplace or Public Level 2 Single Hose	Existing / New	No existing EV charger. Pre-approval is required to ensure eligibility and availability of funds.	Level 2 Qualifying Charger	Unit	\$3,000.00
Workplace or Public Level 2 Dual Hose	Existing / New	No existing EV charger. Pre-approval is required to ensure eligibility and availability of funds.	Level 2 Qualifying Charger	Unit	\$4,000.00

COMMERCIAL KITCHEN EQUIPMENT	BUILDING VINTAGE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
Electric Combination Oven	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Cavity	Varies
Electric Convection Oven	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Cavity	Varies
Electric Deck Oven	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Cavity	Varies
Electric Cooktops	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Burner	Varies
Electric Contact Conveyor Toaster	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Electric Radiant Conveyor Toaster	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Electric Fryer	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Electric Pressure Fryer	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Electric Griddle	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Electric Insulated Hot Food Cabinet	New or Existing	Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Electric Holding Bin	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Electric Soup Well	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Well	Varies
Electric Steam Cooker	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Cavity	Varies
Electric Steam Table	New or Existing	Electric Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Well	Varies
Dishwasher, Under-Counter	New or Existing	Electric Water Heat with Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Dishwasher, Door-Type	New or Existing	Electric Water Heat with Standard Unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Glass or Solid-Door Refrigerator	New or Existing	Standard efficiency unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Glass or Solid-Door Freezer	New or Existing	Standard efficiency unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Chef Base	New or Existing	Standard efficiency unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies

Measures, minimum rebate amounts and requirements can change every six months. We update the QPL accordingly and add the list to the digital post.

Ice Machine, Air-Cooled	New or Existing	Standard efficiency unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Hand Wrap Machines	Existing	Always on hand wrap machine	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Qualified Demand Controlled Ventilation System	Existing	Standard efficiency unit	See Qualified Products List for eligible products. Control system must be used in conjunction with variable speed fan motor controls	Total Rated Nameplate Exhaust Fan Horsepower	Varies
Qualified Ultra-Low Temperature Freezer	New or Existing	Standard efficiency unit	See Qualified Products List for eligible products, requirements, and rebate amounts	Unit	Varies
Portable Induction Cooktop	New / Existing	Existing electric resistance range or cooktop	Portable Induction cooktop	Unit	\$100.00
Multifamily Clothes Washer, In Tenant Unit	New or Existing	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR Unit with minimum 2.06 Modified Energy Factor <u>and</u> maximum 4.3 Integrated Water Factor	Unit	\$100.00
Multifamily Clothes Washer, In Common Area	New or Existing	Electric Water Heat with Standard Efficiency Unit	Electric Water Heat with ENERGY STAR Unit with minimum 2.20 Modified Energy Factor <u>and</u> maximum 4.0 Integrated Water Factor	Unit	\$300.00

ELECTRONICS	BUILDING VINTAGE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
Uninterrupted Power Supply	New or Existing	Standard Unit	ENERGY STAR Certified Unit -	Unit	\$175.00
Plug-Load Occupancy Sensor	New or Existing	Standard Unit with No Control Mechanism	Occupancy Sensor-Controlled Unit	Unit	\$20.00
Smart Power Strip	New or Existing	Standard Unit with No Control Mechanism	Smart Unit	Unit	\$25.00

Recommend removing these measures. There have been no rebates in several years and changes to codes and standards have transformed some of the market for these items.

WATER HEATING	BUILDING VINTAGE	EXISTING CONDITION	FINAL CONDITION	REBATE UNIT	REBATE PER UNIT
Heat Pump Water Heater	Existing	Electric Storage	ENERGY STAR® - Gallon Capacity: ≥ 45 to ≤ 55 minimum 3.30 UEF ≥ 45 to ≤ 55 minimum 3.5 UEF > 55 to ≤ 75 minimum 3.30 UEF < 100 minimum 3.3 UEF ≥ 100 minimum 4.30 COP	Unit	\$500.00
UEF stands for Uniform Energy Factor and COP stands for Coefficient of Performance and are measures of unit efficiency					

Updated to meet CMUA measure requirimenets

LIGHTING					
1-For-1 or Other Upgrades		Varies	Varies	Annual kWh	\$0.15

CUSTOM					
Special Projects with Pre-Approval		Varies	Varies	Project	Varies

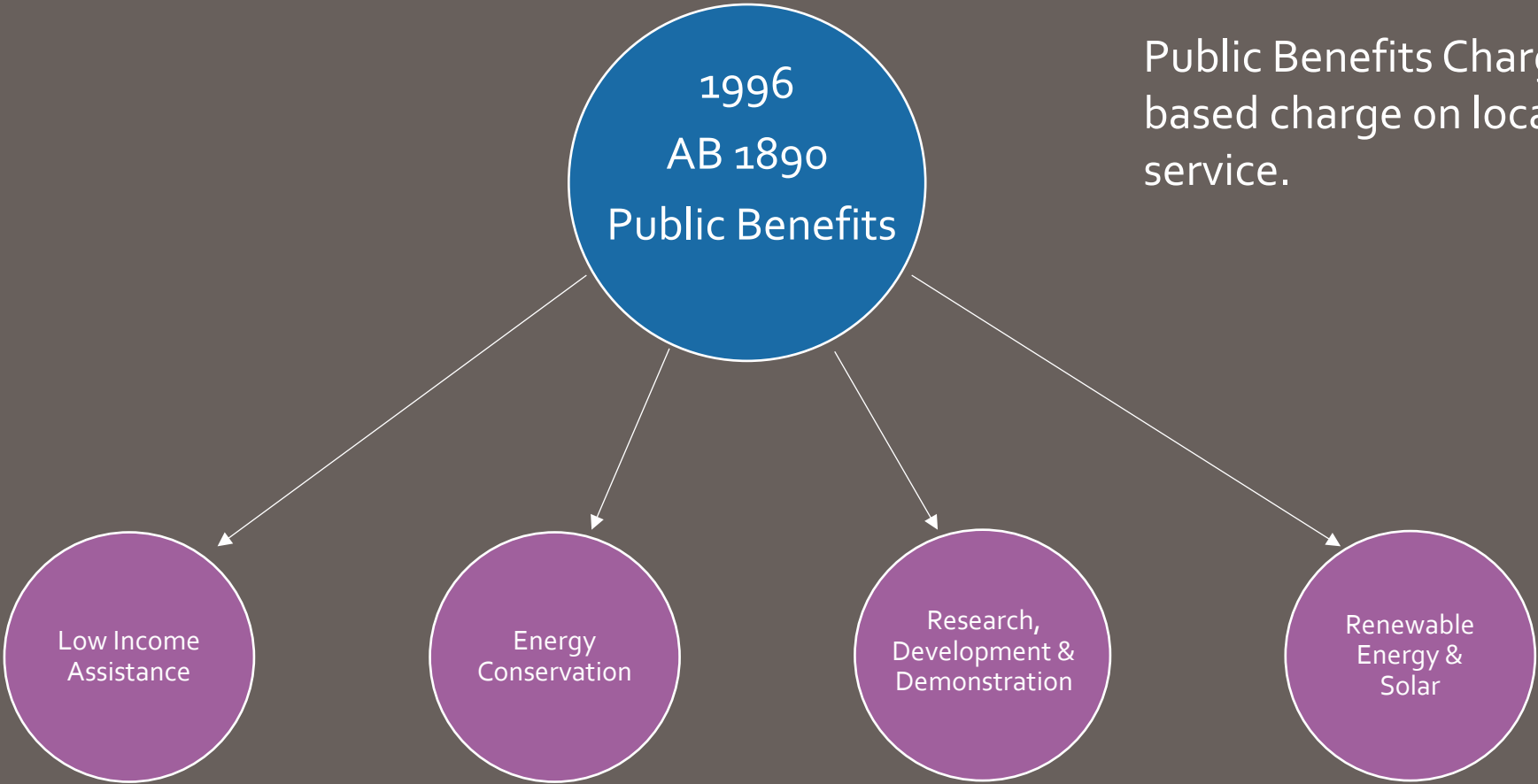
Additional Terms and Conditions
All rebates are subject to availability of funds and may be changed or discontinued at any time.
All rebate requests must be received within 6 months of purchase/installation.
Commercial Rebates are limited to 70% of job cost up to \$7,500 per project.
Some measures may be subject to additional installation and specification requirements - Call (707) 467-5700 for more information.

V_04/26

Public Benefits Program Update

July 1, 2026

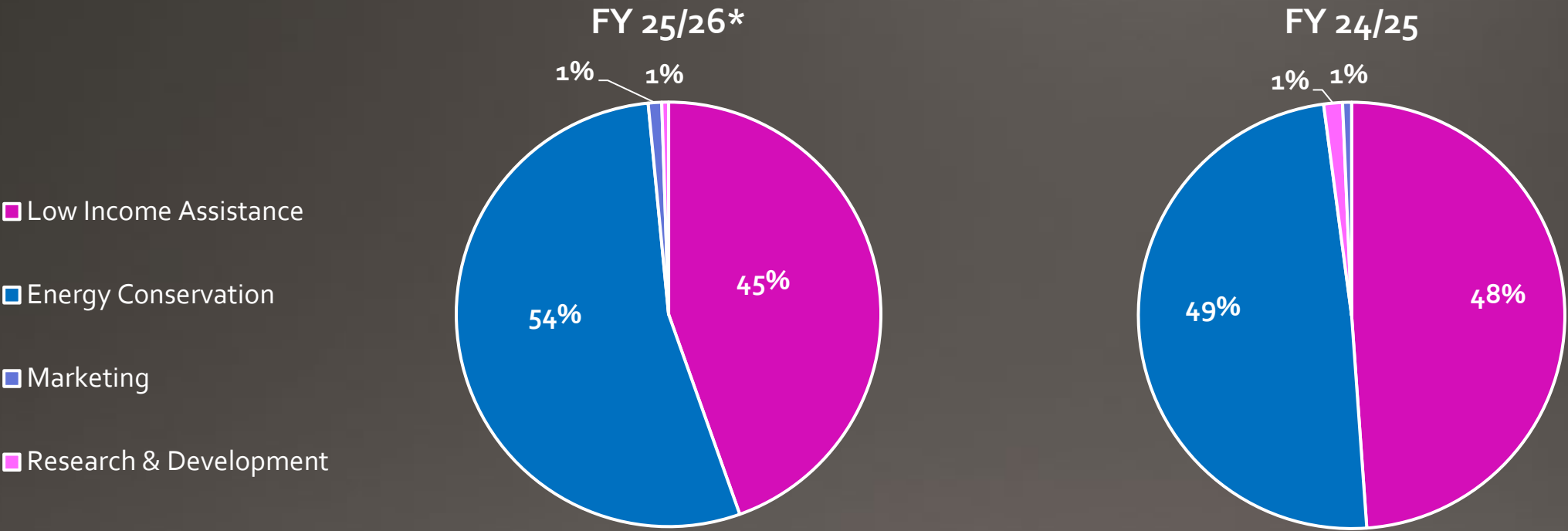
History of Public Benefits



Public Benefits Charge is a usage-based charge on local distribution service.

2.85% of Revenues

Public Benefit Expenditures



* Final numbers not in; expect low-income assistance to increase

Utility Public Benefit Low Income Assistance Comparison

Utility	Percentage of PB funds to Low Income Assistance
Alameda	25%
Healdsburg	25%
Lassen	25%
Lodi	30%
Shasta Lake	25%
Ukiah	>45%

Ukiah	2020	2021	2022	2023	2024	2025	2026*
Energy Conservation	\$36,421	\$22,860	\$54,671	\$100,627	\$78,896	\$115,475	\$109,387
Low Income Assistance	\$172,325	\$179,045	\$140,731	\$107,842	\$110,112	\$115,076	\$90,429
Research & Demonstration	\$8,596	4,884	\$1,307	\$1,050	\$1,050	\$1600	\$1050
Marketing Materials	\$1,812	\$965	\$1,986	\$3,687	\$2,882	\$3347	\$2073

eTRM – Efficiency Technical Services Manual

- California's repository of deemed energy savings values
- Developed by California Technical Forum
- Data source of record

Measure Viewer

Name	Whole House Fan, Residential-K
Owner	CMUA
Version Notes	Whole house fan with an airflow of 3.0 cfm/ft2 of conditioned area; ECM using 0.11 W/cfm
Climate Zone	2
End Use	HVAC - Cooling
Sector	Residential
Building Type	Residential - Single-Family
Measure Type	Energy Efficiency
Normalized Unit	Household
Effective Useful Life	20.0
Remaining Useful Life	20.0
Gross Savings Installation Adjustment	100.00%
Net To Gross Percentage	55.00%
Measure Cost	1627.12

Code Baseline	Existing Baseline
Base Case Cost	0
Electric Savings (kWh)	-6.54
Peak Load Savings (kW)	0.01
Gas Savings (Therms)	-0.7
Water Savings (CCF)	0

Details Save Cancel

Measure Viewer

Name	SEER Rated AC and HP HVAC Equipment, Residential-BH
Owner	CMUA
Version Notes	Residential legacy-rated split/pkg HP, SEER >= 20 (EER >= 14.4), HSPF >= 10.0, NR
Climate Zone	2
End Use	HVAC - Heat Pump
Sector	Residential
Building Type	Residential - Single-Family
Measure Type	Energy Efficiency
Normalized Unit	Cap-Tons
Effective Useful Life	15.0
Remaining Useful Life	
Gross Savings Installation Adjustment	100.00%
Net To Gross Percentage	62.00%
Measure Cost	2736.09

Code Baseline	Existing Baseline
Base Case Cost	1675.3100000000002
Electric Savings (kWh)	440
Peak Load Savings (kW)	0.10
Gas Savings (Therms)	0.0
Water Savings (CCF)	0

Details Save Cancel

Low Income Discounts Available

Ukiah C.A.R.E.S. Program Assistance Levels

Proposed Programs	Less than 100% of *FPIG	101% - 150% of *FPIG	151% - 200% of *FPIG	Payments
Senior Citizen Monthly Discount	\$50	\$37.50	\$25	Monthly bill credits
Non-Senior Household Monthly Discount	\$37.50	\$25	\$12.50	Monthly bill credits

*Federal Poverty Income Guidelines

Energy Efficiency Program Recommendations

Residential Direct Install Program

- Open program to all residential customers
- Customers must enroll

Commercial DIY Lighting Program

- Provides commercial customers with new fixtures at no cost
- Customers will perform installation themselves, or with an electrician
- Efficiency Services Group will verify installation
- Offered first to small, locally owned businesses

Energy Efficiency Rebate Program Update

- Removed measures that are currently required by Title 24
- Removed measures that are currently baseline
- Updated minimum requirements

UPDATE to City Council Packet

- Recommend keeping the Solar Attic Fan rebate
- Minimum Requirements for Commercial HVAC updated per Technical Resources Manual

Customer Engagement

- Quarterly Bill Inserts

Questions?



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 Sher and Various Councilmembers

ATTACHMENTS:

1. 2026 City Council Special Assignments & Ad Hocs

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: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

STRATEGIC PLAN (SP): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

LOCAL / UKIAH VALLEY							MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
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 Criss - 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 - Community Services Department Staff Orozco - 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	Jared Walker, Director of Water Resources; 467-5712, jawalker@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	Neil Davis	Neil Davis, City Representative 467-5764 ndavis@cityofukiah.com
Sun House Guild ex officio							2nd Tuesday of month, 10:30 a.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Orozco, Sher Jake Burgess - Alternate	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Ukiah Men's Golf Club Liaison							1st Tuesday of month, 4 - 5 pm	Golf Course Clubhouse 599 Park Blvd.	Golf Course Clubhouse 599 Park Blvd umgc@yahoo.com	An association of male golfers who promote and support golf in Ukiah.	Jake Burgess	Jake Burgess, Community Services Director; 463-6201, jburgess@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 N/A - Alternate	Jared Walker, Director of Water Resources; 467-5712, jawalker@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 (Mayor - Primary; Vice Mayor - Alternate)	Mayor Sher Vice Mayor Orozco	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	Crane Rodin - 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	Criss Rodin - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)							1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Criss Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Craig Schlatter, Community Development Director; 463-6219; cschlatter@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 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 Rodin - 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	Criss Max Brazill, Admin Lieutenant - Alternate	Tom Corning, Police Chief; 463-6254; tcorning@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	Walker/Orozco	Jared Walker, Director of Water Resources; 467-5712, jawalker@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	Orozco, Criss Sage Sangiacomo, City Manager Tom Corning, 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 (GRTA)	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 Sher- Alternate	Jake Burgess, Community Services Director 463-6201, jburgess@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	Orozco Criss - 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 9291 Old Redwood Hwy, #400 Windsor, CA 95492 707-838-1000		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	Cindy 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	Cindy Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com C
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/Criss	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 Alternates: Criss	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 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: Water Resources 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	Jared Walker, Director of Water Resources; 467-5712, jawalker@cityofukiah.com

2026 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com
Advance Planning & Policy for Annexation Applications	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 Jared Walker, Water Resources Director 467-5712, jawalker@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 Jake Burgess, Community Services Director 463-6201 jburgess@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
City's 150-Year Anniversary Planning	Orozco/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Airport Policy	Criss/Crane	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Parks & Recreation Special District Exploration	Rodin/Orozco	Jake Burgess, Community Services Director 463-6201 jburgess@cityofukiah.com
Downtown Zoning Code	Crane/Rodin	Jesse Davis, Chief Planning Manager 463-6207, jdavis@cityofukiah.com
Tourism Advisory Committee	Rodin/Sher	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Historic Preservation Code	Sher/Criss	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Fire Severity	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
CalPERS	Crane/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
City Council Handbook Review and Update	Sher	Kristine Lawler, City Clerk 463-6217; klawler@cityofukiah.com
Energy Resilience	Sher/Orozco	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com
Proclamation	Sher/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Traci Boyd, Senior Management Analyst 467-5720 tboyd@cityofukiah.com

*Note: Changing the composition of an existing ad-hoc among current councilmembers after work has begun presents potential Brown Act issues. Requests for fully filled ad-hocs are represented on the draft, but staff does not recommend changes except to fill vacated assignments. The current requests on the sheet for fully composed ad-hocs are primarily intended to convey interest in topics covered by these ad-hoc committees for possible future consideration of new assignments.