

**CONTRACT BETWEEN THE CITY OF UKIAH AND THE
COUNTY OF MENDOCINO SHARING THE COST OF
CONSULTING SERVICES FOR COUNTY AIRPORT LAND
USE PLAN UPDATE**

This Agreement is made and entered in Ukiah, California on February 20, 2019 (“Effective Date”), between the City of Ukiah (“City”), a general law municipal corporation, and the County of Mendocino (“County”), a political subdivision of the State of California. The City and County may be referred to herein separately as a “Party” and collectively as “the Parties.”

RECITALS:

1. The Mendocino County Airport Land Use Commission (“ALUC”), formed pursuant to Public Utilities Code Section 21670, adopted a countywide Airport Land Use Compatibility Plan (“ALUCP”), the Mendocino County Airport Comprehensive Land Use Plan, on October 21, 1993, which was revised on June 6, 1996.

2. According to the California Department of Transportation Division of Aeronautics Airport Land Use Planning Handbook, which outlines statutory requirements for ALUCs and ALUCPs in accordance with Public Utilities Code Sections 21670 – 21679.5, a comprehensive review and update of the ALUCP is recommended at least every five years.

3. Since last revised, among other changes that have occurred, the Federal Aviation Administration has modified the Runway Protection Zone (“RPZ”) and on May 20, 2015 the City adopted a revised Airport Layout Plan for the Ukiah Municipal Airport.

4. Due to the passage of time and the above-recited changes affecting the Ukiah Municipal Airport, the City and the County have agreed to jointly fund updating the ALUCP for the Ukiah Municipal Airport only.

5. The purpose of this Agreement is to set forth the terms and conditions under which the City will contract with Mead and Hunt, Inc. (“Consultant”) to provide consulting services to the ALUC to assist in the development, consideration of and adoption of revisions to the ALUCP.

AGREEMENT:

In consideration and reliance upon the above-recitals, the terms and conditions stated below and other good and valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows.

1. City to Contract with Consultant. The City will contract with Consultant to perform the scope of work for the fees and expenses set forth in the attached Exhibit A. County shall not be considered a party to the Consulting Agreement and shall have no responsibility or liability for the Consultant’s performance or for payment of its fees. County shall provide the staff support and coordination assigned to it under Exhibit A.

1.1 City will assign staff to perform the City's responsibilities as described in Exhibit A and provide County with their names and contact information.

1.2 County will assign staff to perform the County's responsibilities as described in Exhibit A and provide City and Consultant with their names and contact information.

1.3 Both City and County will strive to diligently perform the tasks assigned to them in Exhibit A and this Agreement and to complete those tasks within the time estimated for their completion as set forth in Exhibit A.

2. Payment for Consulting Services. The City will pay Consultant in accordance with Exhibit A. County shall reimburse the City for up to one third (\$43,333.33) of the total cost as its share of Consultant's fee as detailed in Exhibit A. If the Consultant fee increases in accordance with the Exhibit A within the existing Scope of Work, the County contribution shall increase in proportion to its share of the fee quoted in Exhibit A. There shall be no change to the Scope of Work without the prior written consent of the City and the County. Any cost of any change in the Scope of Work sought by one party shall be paid by the Party seeking the change, even though approved by both Parties. If the change in the Scope of Work is sought by both Parties, they shall pay respective shares of that cost as they shall agree in the writing approving the change. The City will submit routine invoices to the County for reimbursement during the engagement along with the corresponding billing detail from the Consultant.

3. Coordination of Consultant Services. The Parties shall perform the coordination functions as generally described in Exhibit A. County shall be responsible for facilitating communication between the Consultant and the ALUC, for scheduling meetings of the ALUC to consider communications from the Consultant and providing staff and clerical support for the ALUC. The Parties understand and acknowledge that the ALUC is an independent commission established in accordance with state law and the County is not responsible for and shall have no liability for the decisions and actions of the ALUC, unless specifically imposed on County by state law.

4. Mutual Defense. In the event an action or proceeding is brought against the ALUC, the County or any officer or employee thereof to attack, review, set aside, void or annul the ALUC's adoption of revisions to the ALUCP or the environmental document which accompanies it, the City and the County shall jointly defend the action or proceeding, sharing costs of the defense equally. Outside counsel may be used to defend the decision, if both the City and the County agree to use outside counsel. If jointly funding the defense, both parties shall exercise equal control over the conduct thereof.

If, during the administrative proceedings conducted to revise the ALUCP, the parties agree that additional costs should be incurred for outside legal counsel or consulting services, they shall each share those costs equally.

5. Access to County GIS. During the term of this Agreement, County shall provide City and Consultant with remote access to the County's GIS system for performing tasks identified in Exhibit A, subject to any reasonable conditions generally applied to similar users of the GIS system.

6. Miscellaneous.

6.1 Choice of Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

6.2 Venue. All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

6.3 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

6.4. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

6.5 Headings. Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

6.6 Modification of Agreement. This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

6.7 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

6.8 Notice. Whenever written notice is required or permitted under this Agreement, it shall be deemed given and received as follows:

a. If given by overnight courier, certified mail, return receipt requested or personal delivery, it shall be deemed given and received on the date received.

b. If given by fax or email, it shall be deemed given and received, when the sender receives an acknowledgment of receipt.

c. When sent by regular first-class mail, it shall be deemed given and received, 48 hours after the notice is deposited in the mail.

The notice shall be deemed given and received as provided above, if sent to the address, fax number or email address specified below.

City of Ukiah

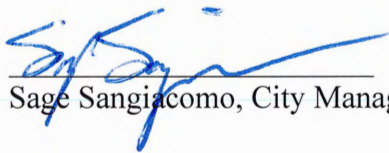
Craig Schlatter, Community Development
Director
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482
Email: cschlatter@cityofukiah.com

County of Mendocino

Brent Schultz, Director of Planning
and Building Services
County Administration Offices
501 Low Gap Road, Room 1030
Ukiah, CA 95482
Email: schultzb@mendocinocounty.org

WHEREFORE, the Parties have entered this Agreement on the Effective Date.

CITY OF UKIAH



Sage Sangiacomo, City Manager

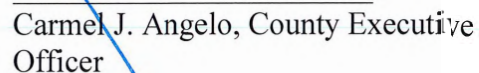
ATTEST:


Kristine Lawler, City Clerk

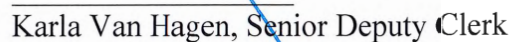
Approved as to form:


David J. Rapport, City Attorney

COUNTY OF MENDOCINO


Carmel J. Angelo, County Executive
Officer

ATTEST:


Karla Van Hagen, Senior Deputy Clerk
Katharine L. Elliott, County Counsel

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2851

Line Item: 862189

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: See Page 4

Date:

NAME AND ADDRESS OF CONTRACTOR:

City of Ukiah

300 Seminary Ave.

Ukiah, CA 95482

CARMEL J. ANGELO, Chief Executive Officer

By:

PURCHASING AGENT

Date:

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

INSURANCE REVIEW:

By:

Risk Management

Date:

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By:

Date:

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO

Date:

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section:

**UKIAH MUNICIPAL AIRPORT
LAND USE COMPATIBILITY PLAN**

SCOPE OF SERVICES

2019-01-31

This document outlines the Scope of Services (SCOPE) to be provided by Mead & Hunt, Inc. (CONTRACTOR) for preparation of a new Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) under contract with the City of Ukiah (CITY). Responsibilities of CITY under this agreement are also listed.

The new UKIALUCP is intended to replace the Ukiah Municipal Airport Comprehensive Land Use Plan, which is currently included as part of the *Mendocino County Airport Comprehensive Land Use Plan* (MCACLUP) adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993, and later amended. The new UKIALUCP will be a complete plan unto itself and separate from policies or other content contained in the remainder of the MCACLUP.

Although CITY owns the Ukiah Municipal Airport (UKI) and has land use control over most of the surrounding area, implementation of the new UKIALUCP will first require adoption by ALUC. ALUC functions under the auspices of the County of Mendocino (COUNTY). Participation of COUNTY/ALUC is essential to accomplishment of SCOPE. Specific responsibilities of COUNTY/ALUC under this agreement are listed herein.

The overall endeavor under SCOPE, including responsibilities of CITY and COUNTY/ALUC, is referred to herein as PROJECT.

Element 1. Project Management and Coordination

1.1 Project Administration

CONTRACTOR shall perform routine administrative duties including regular communication with CITY staff, processing contract documents, and monthly invoicing for the anticipated twelve (12) month duration of PROJECT.

1.2 Coordination with County/ALUC

PROJECT will require efficient coordination among CONTRACTOR, CITY, and COUNTY/ALUC. Much of this coordination will be accomplished via conference calls. In-person meetings, including public meetings, are also provided. The purposes of some meetings will be to enable CONTRACTOR to obtain information from CITY and COUNTY/ALUC necessary for preparation of UKIALUCP, as well as feedback on draft materials to be prepared by CONTRACTOR. Other meetings will be public meetings for presentation of a draft UKIALUCP or components thereof, for obtaining public input, and ultimately for adoption of the UKIALUCP by ALUC. The timing and function of individual meetings are identified in subsequent tasks.

SCOPE provides for a total of up to six (6) project trips for staff-level and public meetings to be attended in person by one (1) CONTRACTOR staff and up to six (6) conference calls involving CONTRACTOR, CITY, and COUNTY/ALUC representative. Any in-person staff-level and public meetings held on the same day will be counted as a single meeting.

CONTRACTOR DELIVERABLES

- *Final scope, budget, and schedule.*
- *Monthly communication with CITY staff for purposes of tracking progress, schedule, and budget.*
- *Monthly invoices and status reports.*
- *Participation in meetings with CITY and COUNTY/ALUC as described under Task 1.2 (all meetings are budgeted under this element).*

CITY RESPONSIBILITIES

- *Identify an individual with whom CONTRACTOR shall maintain coordination and who shall participate in PROJECT meetings.*
- *Arrange rooms, noticing PROJECT meetings, distribute deliverables, and maintain overall coordination with the COUNTY/ALUC.*

COUNTY/ALUC RESPONSIBILITIES

- *Identify an individual or individuals with whom CITY staff shall coordinate and who shall participate in PROJECT meetings.*
- *Schedule and agendize ALUC meetings where PROJECT is to be discussed or acted upon.*

Element 2. Data Collection and Compilation

2.1 Kickoff Meeting

CONTRACTOR shall formally begin PROJECT by making a presentation to ALUC. This presentation will allow CONTRACTOR staff to introduce ourselves and outline the work products, schedule and planned interaction among CONTRACTOR, CITY, and COUNTY/ALUC.

2.2 Airport and Land Use Data and Mapping

PROJECT will require certain background data and maps regarding UKI and surrounding land uses in CITY and COUNTY jurisdictions to be made available to CONTRACTOR. CONTRACTOR will rely upon CITY and COUNTY to provide the following data:

- **Airport Layout Plan (ALP) Drawing:** California state law requires that an ALUCP be based on a current master plan of the airport or, if none exists, a current ALP may be used with the approval of the Caltrans Division of Aeronautics. The Division typically requests an ALP that has been approved by the Federal Aviation Administration (FAA). As CITY has not recently adopted a Master Plan for UKI, CONTRACTOR will utilize the FAA-approved 2015 ALP drawing. The existing and future airfield configurations depicted in the 2015 ALP will be reflected in new UKIALUCP maps. CONTRACTOR will submit the UKI ALP to Caltrans for approval as the basis for UKIALUCP.

- **Airport Activity and Flight Track Data:** CONTRACTOR will work with airport management, other CITY staff, and airport tenants familiar with UKI to estimate the current composition and overall level of aircraft operations at UKI utilizing readily available data. These sources will also be asked to assist with mapping of typical flight routes used by various types of aircraft operating at UKI.
- **Airspace Plan Drawing:** The Airspace Plan drawing shows the critical airspace surfaces established in accordance with Code of Federal Regulation (CFR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The Airspace Plan will be used to establish height restrictions for the areas surrounding UKI.
- **Land Use Data and Mapping:** CONTRACTOR shall rely upon GIS data from CITY and COUNTY depicting existing land uses and the adopted general plan land use designations within the UKI vicinity. CONTRACTOR shall also review adopted CITY and COUNTY general plans and other policy documents for information and policies pertaining to land uses around UKI.

2.3 Activity Forecasts and Noise Contours

By law, ALUCPs must have a time horizon of at least 20 years. The activity data and forecasts are used to generate projected aircraft noise contours.

- **Activity Forecasts:** Using activity data obtained in Task 2.2, CONTRACTOR shall prepare new UKI aircraft operations forecasts for the year 2040.
- **Noise Contours:** Using current activity data and forecasts of future operations together with flight track information from Task 2.2, CONTRACTOR shall prepare Community Noise Equivalent Level (CNEL) noise contours for current and 2040 aircraft operations at UKI. Contours will be depicted in 5 dB increments for CNEL 55 dB and above. The FAA's AEDT noise model will be used. The 2040 contours will take into account both the current and proposed configurations of the UKI runway as shown on the 2015 ALP.

2.4 Background Data Chapter

Documentation of facts pertaining to UKI and land uses around it is an essential foundation to UKIALUCP. It also will form the basis for the environmental impact analysis to be completed in Element 4. Once the airport and land use information has been gathered and sorted, CONTRACTOR shall prepare new maps and data tables for inclusion as a Background Data chapter in UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to obtain comments on and corrections to the Background Data chapter.

CONTRACTOR DELIVERABLES

- List to be provided to CITY and COUNTY indicating airport and land use data needs for UKIALUCP.
- Letter to Caltrans requesting acceptance of 2015 UKI ALP as basis of UKIALUCP.
- Draft UKIALUCP Background Data chapter for review by CITY and COUNTY.

CITY RESPONSIBILITIES

- Assist CONTRACTOR in obtaining or estimating current UKI aircraft activity and flight track data.

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in CITY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

COUNTY RESPONSIBILITIES

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in COUNTY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

Element 3. Draft ALUCP Preparation

3.1 Impact Identification

Consistent with the guidelines in the 2011 *California Airport Land Use Planning Handbook* (Handbook), the UKIALUCP will continue to address the four types of compatibility concerns in a composite manner:

- **Noise** is the impact most directly affected by the airport activity forecasts.
- **Safety** is the compatibility concern associated with the risks that potential aircraft accidents pose to people and property on the ground. Using data and guidance from the 2011 Handbook, CONTRACTOR shall delineate locations around UKI where heightened risk levels may warrant restrictions on future land use development.
- **Airspace Protection** is critical to airport viability in that airspace obstructions can be hazards to flight and can necessitate changes to aircraft flight procedures. The UKI Airspace Plan will be used to depict this critical airspace. Additionally, FAA guidelines will be used to map locations where certain types of land uses can attract birds in a manner that can be hazardous to aircraft in flight.
- **Overflight** pertains to areas beyond the noise contours where aircraft noise can be annoying or disruptive. For general aviation airports, the area of overflight concern is primarily within and near the aircraft traffic pattern.

Using the aeronautical and land use data gathered in the preceding tasks, CONTRACTOR shall map and describe the magnitude and extent of these concerns. The combined geographic extent of the four impact concerns will constitute the UKI influence area.

CONTRACTOR shall identify the compatibility factors that have changed in a manner that warrant a change to the 1993 (as amended) UKIALUCP compatibility zones and/or criteria. CONTRACTOR shall also identify the basic strategies available for addressing the changed conditions. CONTRACTOR shall summarize this information in a Discussion Paper to be presented to CITY and COUNTY/ALUC and hold a conference call to obtain feedback.

3.2 Draft Policies Chapter

The centerpiece of an ALUCP is the policy section. There are two types of policies that an ALUCP must include: compatibility policies and procedural policies. Compatibility policies and associated maps establish the basis for an ALUC's determination of whether proposed land use plans and projects are

compatible with the airport involved. Procedural policies define the steps to be followed both by local agencies in referring actions for ALUC review and by an ALUC in conducting the reviews.

The ALUC's 1993 compatibility and procedural policies for UKI are outdated and do not conform to guidance in the Caltrans 2011 Handbook. Regardless of this status, because these are the adopted policies now in effect, CONTRACTOR will consider them as a starting point for preparation of policies for the new UKIALUCP. Nevertheless, significant clarification, expansion, and potential substantive changes to the current policies are envisioned. As part of PROJECT, CONTRACTOR shall prepare a complete new Policies chapter containing both compatibility and procedural policies applicable only to UKI, not the other airports for which ALUC has responsibility. A composite Compatibility Map, similar in concept to the one in the 1993 CLUP for UKI, which reflects the combined effects of all four compatibility concerns will be in the Policies chapter.

The Policies chapter will be presented in draft form to CITY and COUNTY/ALUC for discussion and feedback. Separately, CONTRACTOR shall prepare a Discussion Paper listing major differences in compatibility and procedural policies between those currently in effect and the ones contained in the draft Policies chapter. The CONTRACTOR shall hold a conference call with CITY and COUNTY/ALUC representatives to seek input to the Discussion Paper.

3.3 General Plan Consistency Review

For CITY and COUNTY/ALUC to understand the implications of the draft UKIALUCP upon their plans and policies, they will want to know where the conflicts lie. In this task, CONTRACTOR shall conduct a preliminary review of CITY and COUNTY general plans to assess the extent to which they may be inconsistent with the draft ALUCP criteria. CONTRACTOR shall emphasize the adopted general plan land use maps but shall also assess whether other types of essential airport land use compatibility measures, such as limits on heights of antennas and other structures, are in place. The outcome of this review will initially be presented to CITY and COUNTY/ALUC but will later become a central component of the CEQA document for the draft UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to discuss the results of the consistency analysis.

3.4 Administrative Draft and Public Draft UKIALUCP

The intent of PROJECT is to produce a new, self-contained UKIALUCP. In this task, CONTRACTOR shall assemble a complete draft document for presentation to CITY and COUNTY/ALUC. CONTRACTOR shall modify the draft Background Data and Policies chapters (prepared in Tasks 2.4 and 3.3) in response to comments from CITY and COUNTY/ALUC. Also to be included in the draft document shall be an Introduction Chapter explaining the purpose of the UKIALUCP and the respective roles of CITY and COUNTY/ALUC in implementing its policies. Standard appendix material (current state laws regarding ALUCs, FAA airspace protection regulations, typical aviation easement wording, glossary, etc.) will also be included.

The UKIALUCP will initially be prepared as an Administrative Draft for review at the staff level by CITY and COUNTY/ALUC. Following receipt of staff comments, CONTRACTOR shall make essential revisions and produce a Public Draft to be made available for public review and comment. The CONTRACTOR

shall hold a conference call to present the Administrative Draft UKIALUCP to the CITY and COUNTY/ALUC representatives. COUNTY Director of Planning and Building Services and CITY Director of Community Development shall provide written approval of the Draft UKIALUCP to CONTRACTOR and CITY before the Draft UKIALUCP is released for public review or presented to any public commission, council or board.

CONTRACTOR DELIVERABLES

- *Draft Policies chapter for CITY and COUNTY/ALUC review.*
- *General plan consistency review.*
- *Administrative Draft UKIALUCP (pdf format).*
- *Public Draft UKIALUCP (pdf format).*

CITY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR within one week of receipt.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on COUNTY/ALUC website and distribute public noticing of document's availability.*

Element 4. Environmental Impact Documentation

4.1 Displacement Analysis

Adoption and implementation of the Draft UKIALUCP could result in changes to future development patterns by shifting or displacing the location of future residential and nonresidential land uses in the UKI influence area. The purpose of the displacement analysis is to identify conflicts with the land use and growth patterns provided in CITY and COUNTY planning documents and to determine the extent to which future development would be displaced. With certain exceptions, the displacement analysis will quantify the potential displacement of residential uses and qualify potential future displacement of nonresidential uses. This analysis will supplement the initial general plan consistency review conducted as part of the Element 3 work. CONTRACTOR shall provide the displacement results to CITY and COUNTY/ALUC for review and comment as it will become the central component of the CEQA documentation. The CONTRACTOR shall hold an in-person meeting to present the displacement results to CITY and COUNTY/ALUC staff representatives and invited key stakeholders.

4.2 CEQA Initial Study/Negative Declaration

This task accomplishes preparation of environmental impact documentation necessary for adoption of the UKIALUCP in accordance with the California Environmental Quality Act (CEQA) and the 2007 California Supreme Court decision in *Muzzy Ranch Company v. Solano County Airport Land Use Commission*. An

ALUCP is regulatory in nature and does not involve physical construction but does have indirect impacts. Accordingly, CONTRACTOR shall analyze the environmental impacts associated with the UKIALUCP and shall emphasize the issues associated with project implementation; specifically: noise, land use, population and housing, and cumulative impacts.

CONTRACTOR shall document the results of the above analysis in an Initial Study structured in accordance with CEQA requirements. Recognizing that the assessment will focus on where the new UKIALUCP will increase restrictions on underlying land uses, CONTRACTOR anticipates that the likelihood of significant displaced development to be low. CONTRACTOR expects that a Negative Declaration incorporating the Initial Study will be sufficient to achieve CEQA compliance. If this should prove not to be the case, then the Initial Study can serve as the basis for preparation of an Environmental Impact Report (EIR) under a subsequent or amended contract agreement. CONTRACTOR shall submit the CEQA document to the State Clearinghouse.

CONTRACTOR DELIVERABLES

- *Discussion paper outlining the displacement results (pdf format).*
- *Draft Initial Study and Negative Declaration (pdf format).*
- *State Clearinghouse submittal package.*

CITY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on COUNTY/ALUC website and distribute public noticing of document's availability as required by law.*

Element 5. Review and Adoption

5.1 Presentation to ALUC

At the outset of the public review period, CONTRACTOR shall make a presentation to ALUC to describe the draft UKIALUCP, its differences from the current plan, and major findings of the environmental review. The ALUC meeting should be structured to allow public comment on the draft UKIALUCP and CEQA document. Two additional trips are provided to present the draft UKIALUCP to joint meetings of 1) the City Council and Board of Supervisors; and 2) the Ukiah Planning Commission and Mendocino County Planning Commission..

5.2 Response to Comments

CONTRACTOR shall tabulate comments received on the draft UKIALUCP made during the ALUC meeting or subsequently received in writing. CONTRACTOR shall include brief responses to each comment and indicate recommended changes to the draft UKIALUCP. CONTRACTOR shall list recommended revisions to the draft ALUCP in a formal Addendum.

5.4 Adoption by ALUC

CONTRACTOR shall make a presentation to the ALUC summarizing the comments received and revisions proposed for the UKIALUCP at an ALUC hearing. Approval of the environmental document and adoption of the UKIALUCP will require formal actions by ALUC. CONTRACTOR shall assist CITY and COUNTY staff with preparation of the staff report and adopting documents for the approval of the environmental document and adoption of the UKIALUCP.

5.5 Final ALUCP

After ALUC adopts the UKIALUCP, CONTRACTOR shall prepare a final version of the UKIALUCP incorporating all the changes listed in the Addendum. CONTRACTOR shall provide CITY and COUNTY with one hard copy each of the final plan and a CD containing all text, GIS maps, and other final document material in their original digital file formats.

Element 6. Additional Services

While the deliverables and basic work effort required for the project are known, many times a need arises for additional services. CONTRACTOR recommends that the work scope include a contingency budget of at least five thousand dollars (\$5,000) to cover unanticipated tasks.

ATTACHMENT B - CONTRACT #1819164

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

WORK PLAN	DIRECT LABOR COST	EXPENSES	TOTAL	PERCENT OF TOTAL
Element 1: Project Management, Coordination, and Meetings	\$29,116	\$574	\$29,690	24%
Element 2: Data Collection and Compilation	\$24,674		\$24,674	20%
Element 3: Draft ALMP Preparation	\$35,320		\$35,320	28%
Element 4: Environmental Impact Documentation	\$17,200	\$66	\$17,266	14%
Element 5: Review and Approval	\$17,768	\$162	\$17,930	14%
LUMP SUM TOTAL:	\$124,100	\$802	\$125,000	100%
Element 6: Additional Services	-	-	\$5,000	-

Product Amplifiers

Airport Layout Plan (ALP) and airspace plan to be provided in AutoCAD format by SCAS

Processing radar flight tracks not included

CITY staff to provide or coordinate obtaining GIS land use and zoning data from local agencies

Aerial photographs will be provided by the client, or used from publicly available databases.

CITY or COUNTY/ALUC staff responsible for noticing Public Draft ALUCP and CEQA document

Only one public circulation of CEQA documents is assumed

Only minor revisions anticipated to be needed to ALUCP drafts to address agency or public comments.

One CONTRACTOR staff person to attend meetings and provide technical input. Six distinct project trips provided (8-hour day, no overnight stay). Meetings will utilize a combination of PowerPoint and PDF displays.

CITY staff responsible for arranging rooms, noticing project meetings, making available project documents and overall coordination with ALUC, Caltrans, affected agencies and/or the public.

Multiple meetings may be scheduled on same day, where feasible. Additional meetings requiring separate trips or overnight stays to be charged against contingency task.

LABOR HOURS		TEAM	FALCHER	BRODY/ DITZ/HOOVER	THOMPSON	SMITH	DIAZ/ ENGELSTADT	EROH/ MEYER	
		CLASSIFICATION	PRINCIPAL	SUPV. PLANNER	PROJECT MANAGER	ENGINEER PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
		RATE	\$318	\$228	\$198	\$168	\$152	\$148	\$102
Element 1: Project Management, Coordination, and Meetings	H		2	37	108				
Element 2: Data Collection and Compiles	O			8	32	24	96	24	
Element 3: Draft ALLC Preparation	U			16	52		96	48	
Element 4: Environmental Impact Documentation	R			8	16		64	20	
Element 5: Review and Approval	S				32		32	16	
		SUBTOTAL HOURS:	7	90	270	124	288	108	
		PERCENT OF TOTAL:	0%	11%	33%	5%	35%	14%	0%
		TOTAL HOURS:							

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

Element 1: Project Management, Coordination, and Meetings	TEAM	CLASSIFICATION	FAUCHER	BRODY/ DEY/HOOVER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	ERON/MEYER	
			PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
		RATE	\$110	\$228	\$198	\$185	\$132	\$148	\$122
1.1 Project Administration (12 months)		\$3,444							
1.2 Coordination and Meetings with County/ALUC (6 trips)		\$25,776							
		TOTAL HOURS:	2	30	94				
		DIRECT LABOR COST:	\$219	\$7,232	\$21,654				
LABOR SUBTOTAL DOLLARS:									
									\$29,236

EXPENSES	
Travel (6 trips)	\$574
TOTAL EXPENSES:	\$574

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 1 TOTAL:	\$29,236	\$574	\$29,810

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

		TEAM	FALCHER	BROOK/DOUGLAS	THOMPSON	SMITH	MAJ	DOUGHERTY	ADMINISTRATIVE
		CLASSIFICATION	PERSONAL	PERSONAL	PERSONAL	PERSONAL	PERSONAL	PERSONAL	PERSONAL
		RATE	\$120	\$120	\$120	\$120	\$120	\$120	\$120
Element 2: Data Collection and Compilation									
2.1 Kickoff Meeting (travel labor/expenses budgeted under Task 1.3)	1,770	H		2	4		4		
2.2 Airport and Land Use Data and Mapping	1,200	H		2	2	20		4	
2.3 Activity Forecasts and Noise Contours	18,000	H		2	2	24	40		
2.4 Background Data Chapter	18,000	H		2	4		31	20	
TOTAL HOURS				10	12	44	75	24	
DIRECT LABOR COST				\$1,200	\$2,400	\$5,280	\$8,400	\$2,880	
LABOR SUBTOTAL DOLLARS									
EXPENSES									
None									
TOTAL EXPENSES									
ELEMENT 2 TOTAL:							DIRECT LABOR COST	EXPENSES	TOTAL
							\$24,674		\$24,674
Element 3: Draft ALUCP Preparation									
3.1 Impact Identification	15,784	H		2	4		16	16	
3.2 Draft Policies Chapter	7,744	H		0	16		16		
3.3 General Plan Consistency Review	18,120	H		2	16		24	16	
3.4 Administrative Draft and Public Draft UALUCP	18,120	H		4	16		40	16	
TOTAL HOURS				12	32		96	48	
DIRECT LABOR COST				\$1,440	\$3,840		\$11,520	\$5,760	
LABOR SUBTOTAL DOLLARS									
EXPENSES									
None									
TOTAL EXPENSES									
ELEMENT 3 TOTAL:							DIRECT LABOR COST	EXPENSES	TOTAL
							\$25,320		\$25,320

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January 10, 2019

Element 4: Environmental Impact Documentation	TEAM	FAUCHER	BOOTH/ROOPER	THOMPSON	SMITH	DEKZ/ENGELSTAD	EBON/MEYER	ADMINISTRATIVE
CLASSIFICATION	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT
A 1 D. Placement Analysis	1	1	1	1	1	1	1	1
A 2 CEQA Initial Study/Negative Declaration	1	1	1	1	1	1	1	1
TOTAL HOURS	1	1	1	1	1	1	1	1
DIRECT LABOR COST								

EXPENSES	
Printing and Shipping (State Clearinghouse Submittal)	\$46
TOTAL EXPENSES:	\$46

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 4 TOTAL:	\$17,206	\$46	\$17,252

Element 5: Review and Adoption	TEAM	FAUCHER	BOOTH/ROOPER	THOMPSON	SMITH	DEKZ/ENGELSTAD	EBON/MEYER	ADMINISTRATIVE
CLASSIFICATION	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT
S 1 Presentation to ALLUC (travel time/expenses budgeted under Task 1.2)	1	1	1	1	1	1	1	1
S 2 Response to Comments	1	1	1	1	1	1	1	1
S 3 Adoption by ALLUC (travel time/expenses budgeted under Task 1.2)	1	1	1	1	1	1	1	1
S 4 Final ALLUC	1	1	1	1	1	1	1	1
TOTAL HOURS	1	1	1	1	1	1	1	1
DIRECT LABOR COST								

EXPENSES	
Printing and Shipping (One hardcopy each for CITY and COUNTY)	\$162
TOTAL EXPENSES:	\$162

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 5 TOTAL:	\$17,748	\$162	\$17,910

UKIAH MUNICIPAL AIRPORT LAND USE COMPATIBILITY PLAN

SCOPE OF SERVICES

2019-01-31

This document outlines the Scope of Services (SCOPE) to be provided by Mead & Hunt, Inc. (CONTRACTOR) for preparation of a new Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) under contract with the City of Ukiah (CITY). Responsibilities of CITY under this agreement are also listed.

The new UKIALUCP is intended to replace the Ukiah Municipal Airport Comprehensive Land Use Plan, which is currently included as part of the *Mendocino County Airport Comprehensive Land Use Plan* (MCACLUP) adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993, and later amended. The new UKIALUCP will be a complete plan unto itself and separate from policies or other content contained in the remainder of the MCACLUP.

Although CITY owns the Ukiah Municipal Airport (UKI) and has land use control over most of the surrounding area, implementation of the new UKIALUCP will first require adoption by ALUC. ALUC functions under the auspices of the County of Mendocino (COUNTY). Participation of COUNTY/ALUC is essential to accomplishment of SCOPE. Specific responsibilities of COUNTY/ALUC under this agreement are listed herein.

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Element 1. Project Management and Coordination

1.1 Project Administration

CONTRACTOR shall perform routine administrative duties including regular communication with CITY staff, processing contract documents, and monthly invoicing for the anticipated twelve (12) month duration of PROJECT.

1.2 Coordination with County/ALUC

PROJECT will require efficient coordination among CONTRACTOR, CITY, and COUNTY/ALUC. Much of this coordination will be accomplished via conference calls. In-person meetings, including public meetings, are also provided. The purposes of some meetings will be to enable CONTRACTOR to obtain information from CITY and COUNTY/ALUC necessary for preparation of UKIALUCP, as well as feedback on draft materials to be prepared by CONTRACTOR. Other meetings will be public meetings for presentation of a draft UKIALUCP or components thereof, for obtaining public input, and ultimately for adoption of the UKIALUCP by ALUC. The timing and function of individual meetings are identified in subsequent tasks.

SCOPE provides for a total of up to six (6) project trips for staff-level and public meetings to be attended in person by one (1) CONTRACTOR staff and up to six (6) conference calls involving CONTRACTOR, CITY, and COUNTY/ALUC representative. Any in-person staff-level and public meetings held on the same day will be counted as a single meeting.

CONTRACTOR DELIVERABLES

- *Final scope, budget, and schedule.*
- *Monthly communication with CITY staff for purposes of tracking progress, schedule, and budget.*
- *Monthly invoices and status reports.*
- *Participation in meetings with CITY and COUNTY/ALUC as described under Task 1.2 (all meetings are budgeted under this element).*

CITY RESPONSIBILITIES

- *Identify an individual with whom CONTRACTOR shall maintain coordination and who shall participate in PROJECT meetings.*
- *Arrange rooms, noticing PROJECT meetings, distribute deliverables, and maintain overall coordination with the COUNTY/ALUC.*

COUNTY/ALUC RESPONSIBILITIES

- *Identify an individual or individuals with whom CITY staff shall coordinate and who shall participate in PROJECT meetings.*
- *Schedule and agendize ALUC meetings where PROJECT is to be discussed or acted upon.*

Element 2. Data Collection and Compilation

2.1 Kickoff Meeting

CONTRACTOR shall formally begin PROJECT by making a presentation to ALUC. This presentation will allow CONTRACTOR staff to introduce ourselves and outline the work products, schedule and planned interaction among CONTRACTOR, CITY, and COUNTY/ALUC.

2.2 Airport and Land Use Data and Mapping

PROJECT will require certain background data and maps regarding UKI and surrounding land uses in CITY and COUNTY jurisdictions to be made available to CONTRACTOR. CONTRACTOR will rely upon CITY and COUNTY to provide the following data:

- **Airport Layout Plan (ALP) Drawing:** California state law requires that an ALUCP be based on a current master plan of the airport or, if none exists, a current ALP may be used with the approval of the Caltrans Division of Aeronautics. The Division typically requests an ALP that has been approved by the Federal Aviation Administration (FAA). As CITY has not recently adopted a Master Plan for UKI, CONTRACTOR will utilize the FAA-approved 2015 ALP drawing. The existing and future airfield configurations depicted in the 2015 ALP will be reflected in new UKIALUCP maps. CONTRACTOR will submit the UKI ALP to Caltrans for approval as the basis for UKIALUCP.

- **Airport Activity and Flight Track Data:** CONTRACTOR will work with airport management, other CITY staff, and airport tenants familiar with UKI to estimate the current composition and overall level of aircraft operations at UKI utilizing readily available data. These sources will also be asked to assist with mapping of typical flight routes used by various types of aircraft operating at UKI.
- **Airspace Plan Drawing:** The Airspace Plan drawing shows the critical airspace surfaces established in accordance with Code of Federal Regulation (CFR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The Airspace Plan will be used to establish height restrictions for the areas surrounding UKI.
- **Land Use Data and Mapping:** CONTRACTOR shall rely upon GIS data from CITY and COUNTY depicting existing land uses and the adopted general plan land use designations within the UKI vicinity. CONTRACTOR shall also review adopted CITY and COUNTY general plans and other policy documents for information and policies pertaining to land uses around UKI.

2.3 Activity Forecasts and Noise Contours

By law, ALUCPs must have a time horizon of at least 20 years. The activity data and forecasts are used to generate projected aircraft noise contours.

- **Activity Forecasts:** Using activity data obtained in Task 2.2, CONTRACTOR shall prepare new UKI aircraft operations forecasts for the year 2040.
- **Noise Contours:** Using current activity data and forecasts of future operations together with flight track information from Task 2.2, CONTRACTOR shall prepare Community Noise Equivalent Level (CNEL) noise contours for current and 2040 aircraft operations at UKI. Contours will be depicted in 5 dB increments for CNEL 55 dB and above. The FAA's AEDT noise model will be used. The 2040 contours will take into account both the current and proposed configurations of the UKI runway as shown on the 2015 ALP.

2.4 Background Data Chapter

Documentation of facts pertaining to UKI and land uses around it is an essential foundation to UKIALUCP. It also will form the basis for the environmental impact analysis to be completed in Element 4. Once the airport and land use information has been gathered and sorted, CONTRACTOR shall prepare new maps and data tables for inclusion as a Background Data chapter in UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to obtain comments on and corrections to the Background Data chapter.

CONTRACTOR DELIVERABLES

- *List to be provided to CITY and COUNTY indicating airport and land use data needs for UKIALUCP.*
- *Letter to Caltrans requesting acceptance of 2015 UKI ALP as basis of UKIALUCP.*
- *Draft UKIALUCP Background Data chapter for review by CITY and COUNTY.*

CITY RESPONSIBILITIES

- *Assist CONTRACTOR in obtaining or estimating current UKI aircraft activity and flight track data.*

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in CITY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

COUNTY RESPONSIBILITIES

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in COUNTY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

Element 3. Draft ALUCP Preparation

3.1 Impact Identification

Consistent with the guidelines in the 2011 *California Airport Land Use Planning Handbook* (Handbook), the UKIALUCP will continue to address the four types of compatibility concerns in a composite manner:

- **Noise** is the impact most directly affected by the airport activity forecasts.
- **Safety** is the compatibility concern associated with the risks that potential aircraft accidents pose to people and property on the ground. Using data and guidance from the 2011 Handbook, CONTRACTOR shall delineate locations around UKI where heightened risk levels may warrant restrictions on future land use development.
- **Airspace Protection** is critical to airport viability in that airspace obstructions can be hazards to flight and can necessitate changes to aircraft flight procedures. The UKI Airspace Plan will be used to depict this critical airspace. Additionally, FAA guidelines will be used to map locations where certain types of land uses can attract birds in a manner that can be hazardous to aircraft in flight.
- **Overflight** pertains to areas beyond the noise contours where aircraft noise can be annoying or disruptive. For general aviation airports, the area of overflight concern is primarily within and near the aircraft traffic pattern.

Using the aeronautical and land use data gathered in the preceding tasks, CONTRACTOR shall map and describe the magnitude and extent of these concerns. The combined geographic extent of the four impact concerns will constitute the UKI influence area.

CONTRACTOR shall identify the compatibility factors that have changed in a manner that warrant a change to the 1993 (as amended) UKIALUCP compatibility zones and/or criteria. CONTRACTOR shall also identify the basic strategies available for addressing the changed conditions. CONTRACTOR shall summarize this information in a Discussion Paper to be presented to CITY and COUNTY/ALUC and hold a conference call to obtain feedback.

3.2 Draft Policies Chapter

The centerpiece of an ALUCP is the policy section. There are two types of policies that an ALUCP must include: compatibility policies and procedural policies. Compatibility policies and associated maps establish the basis for an ALUC's determination of whether proposed land use plans and projects are

compatible with the airport involved. Procedural policies define the steps to be followed both by local agencies in referring actions for ALUC review and by an ALUC in conducting the reviews.

The ALUC's 1993 compatibility and procedural policies for UKI are outdated and do not conform to guidance in the Caltrans 2011 Handbook. Regardless of this status, because these are the adopted policies now in effect, CONTRACTOR will consider them as a starting point for preparation of policies for the new UKIALUCP. Nevertheless, significant clarification, expansion, and potential substantive changes to the current policies are envisioned. As part of PROJECT, CONTRACTOR shall prepare a complete new Policies chapter containing both compatibility and procedural policies applicable only to UKI, not the other airports for which ALUC has responsibility. A composite Compatibility Map, similar in concept to the one in the 1993 CLUP for UKI, which reflects the combined effects of all four compatibility concerns will be in the Policies chapter.

The Policies chapter will be presented in draft form to CITY and COUNTY/ALUC for discussion and feedback. Separately, CONTRACTOR shall prepare a Discussion Paper listing major differences in compatibility and procedural policies between those currently in effect and the ones contained in the draft Policies chapter. The CONTRACTOR shall hold a conference call with CITY and COUNTY/ALUC representatives to seek input to the Discussion Paper.

3.3 General Plan Consistency Review

For CITY and COUNTY/ALUC to understand the implications of the draft UKIALUCP upon their plans and policies, they will want to know where the conflicts lie. In this task, CONTRACTOR shall conduct a preliminary review of CITY and COUNTY general plans to assess the extent to which they may be inconsistent with the draft ALUCP criteria. CONTRACTOR shall emphasize the adopted general plan land use maps but shall also assess whether other types of essential airport land use compatibility measures, such as limits on heights of antennas and other structures, are in place. The outcome of this review will initially be presented to CITY and COUNTY/ALUC but will later become a central component of the CEQA document for the draft UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to discuss the results of the consistency analysis.

3.4 Administrative Draft and Public Draft UKIALUCP

The intent of PROJECT is to produce a new, self-contained UKIALUCP. In this task, CONTRACTOR shall assemble a complete draft document for presentation to CITY and COUNTY/ALUC. CONTRACTOR shall modify the draft Background Data and Policies chapters (prepared in Tasks 2,4 and 3.3) in response to comments from CITY and COUNTY/ALUC. Also to be included in the draft document shall be an Introduction Chapter explaining the purpose of the UKIALUCP and the respective roles of CITY and COUNTY/ALUC in implementing its policies. Standard appendix material (current state laws regarding ALUCs, FAA airspace protection regulations, typical aviation easement wording, glossary, etc.) will also be included.

The UKIALUCP will initially be prepared as an Administrative Draft for review at the staff level by CITY and COUNTY/ALUC. Following receipt of staff comments, CONTRACTOR shall make essential revisions and produce a Public Draft to be made available for public review and comment. The CONTRACTOR

shall hold a conference call to present the Administrative Draft UKIALUCP to the CITY and COUNTY/ALUC representatives. COUNTY Director of Planning and Building Services and CITY Director of Community Development shall provide written approval of the Draft UKIALUCP to CONTRACTOR and CITY before the Draft UKIALUCP is released for public review or presented to any public commission, council or board.

CONTRACTOR DELIVERABLES

- *Draft Policies chapter for CITY and COUNTY/ALUC review.*
- *General plan consistency review.*
- *Administrative Draft UKIALUCP (pdf format).*
- *Public Draft UKIALUCP (pdf format).*

CITY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR within one week of receipt.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on COUNTY/ALUC website and distribute public noticing of document's availability.*

Element 4. Environmental Impact Documentation

4.1 Displacement Analysis

Adoption and implementation of the Draft UKIALUCP could result in changes to future development patterns by shifting or displacing the location of future residential and nonresidential land uses in the UKI influence area. The purpose of the displacement analysis is to identify conflicts with the land use and growth patterns provided in CITY and COUNTY planning documents and to determine the extent to which future development would be displaced. With certain exceptions, the displacement analysis will quantify the potential displacement of residential uses and qualify potential future displacement of nonresidential uses. This analysis will supplement the initial general plan consistency review conducted as part of the Element 3 work. CONTRACTOR shall provide the displacement results to CITY and COUNTY/ALUC for review and comment as it will become the central component of the CEQA documentation. The CONTRACTOR shall hold an in-person meeting to present the displacement results to CITY and COUNTY/ALUC staff representatives and invited key stakeholders.

4.2 CEQA Initial Study/Negative Declaration

This task accomplishes preparation of environmental impact documentation necessary for adoption of the UKIALUCP in accordance with the California Environmental Quality Act (CEQA) and the 2007 California Supreme Court decision in Muzzy Ranch Company v. Solano County Airport Land Use Commission. An

ALUCP is regulatory in nature and does not involve physical construction but does have indirect impacts. Accordingly, CONTRACTOR shall analyze the environmental impacts associated with the UKIALUCP and shall emphasize the issues associated with project implementation; specifically: noise, land use, population and housing, and cumulative impacts.

CONTRACTOR shall document the results of the above analysis in an Initial Study structured in accordance with CEQA requirements. Recognizing that the assessment will focus on where the new UKIALUCP will increase restrictions on underlying land uses, CONTRACTOR anticipates that the likelihood of significant displaced development to be low. CONTRACTOR expects that a Negative Declaration incorporating the Initial Study will be sufficient to achieve CEQA compliance. If this should prove not to be the case, then the Initial Study can serve as the basis for preparation of an Environmental Impact Report (EIR) under a subsequent or amended contract agreement. CONTRACTOR shall submit the CEQA document to the State Clearinghouse.

CONTRACTOR DELIVERABLES

- *Discussion paper outlining the displacement results (pdf format).*
- *Draft Initial Study and Negative Declaration (pdf format).*
- *State Clearinghouse submittal package.*

CITY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on COUNTY/ALUC website and distribute public noticing of document's availability as required by law.*

Element 5. Review and Adoption

5.1 Presentation to ALUC

At the outset of the public review period, CONTRACTOR shall make a presentation to ALUC to describe the draft UKIALUCP, its differences from the current plan, and major findings of the environmental review. The ALUC meeting should be structured to allow public comment on the draft UKIALUCP and CEQA document. Two additional trips are provided to present the draft UKIALUCP to joint meetings of 1) the City Council and Board of Supervisors; and 2) the Ukiah Planning Commission and Mendocino County Planning Commission..

5.2 Response to Comments

CONTRACTOR shall tabulate comments received on the draft UKIALUCP made during the ALUC meeting or subsequently received in writing. CONTRACTOR shall include brief responses to each comment and indicate recommended changes to the draft UKIALUCP. CONTRACTOR shall list recommended revisions to the draft ALUCP in a formal Addendum.

5.4 Adoption by ALUC

CONTRACTOR shall make a presentation to the ALUC summarizing the comments received and revisions proposed for the UKIALUCP at an ALUC hearing. Approval of the environmental document and adoption of the UKIALUCP will require formal actions by ALUC. CONTRACTOR shall assist CITY and COUNTY staff with preparation of the staff report and adopting documents for the approval of the environmental document and adoption of the UKIALUCP.

5.5 Final ALUCP

After ALUC adopts the UKIALUCP, CONTRACTOR shall prepare a final version of the UKIALUCP incorporating all the changes listed in the Addendum. CONTRACTOR shall provide CITY and COUNTY with one hard copy each of the final plan and a CD containing all text, GIS maps, and other final document material in their original digital file formats.

Element 6. Additional Services

While the deliverables and basic work effort required for the project are known, many times a need arises for additional services. CONTRACTOR recommends that the work scope include a contingency budget of at least five thousand dollars (\$5,000) to cover unanticipated tasks.

**UKIAH MUNICIPAL AIRPORT
LAND USE COMPATIBILITY PLAN**

SCOPE OF SERVICES

2019-01-31

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CITY RESPONSIBILITIES

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- Review draft Background Data chapter and provide corrections to CONTRACTOR.

COUNTY RESPONSIBILITIES

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Element 3. Draft ALUCP Preparation

3.1 Impact Identification

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The Policies chapter will be presented in draft form to CITY and COUNTY/ALUC for discussion and feedback. Separately, CONTRACTOR shall prepare a Discussion Paper listing major differences in compatibility and procedural policies between those currently in effect and the ones contained in the draft Policies chapter. The CONTRACTOR shall hold a conference call with CITY and COUNTY/ALUC representatives to seek input to the Discussion Paper.

3.3 General Plan Consistency Review

For CITY and COUNTY/ALUC to understand the implications of the draft UKIALUCP upon their plans and policies, they will want to know where the conflicts lie. In this task, CONTRACTOR shall conduct a preliminary review of CITY and COUNTY general plans to assess the extent to which they may be inconsistent with the draft ALUCP criteria. CONTRACTOR shall emphasize the adopted general plan land use maps but shall also assess whether other types of essential airport land use compatibility measures, such as limits on heights of antennas and other structures, are in place. The outcome of this review will initially be presented to CITY and COUNTY/ALUC but will later become a central component of the CEQA document for the draft UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to discuss the results of the consistency analysis.

3.4 Administrative Draft and Public Draft UKIALUCP

The intent of PROJECT is to produce a new, self-contained UKIALUCP. In this task, CONTRACTOR shall assemble a complete draft document for presentation to CITY and COUNTY/ALUC. CONTRACTOR shall modify the draft Background Data and Policies chapters (prepared in Tasks 2,4 and 3.3) in response to comments from CITY and COUNTY/ALUC. Also to be included in the draft document shall be an Introduction Chapter explaining the purpose of the UKIALUCP and the respective roles of CITY and COUNTY/ALUC in implementing its policies. Standard appendix material (current state laws regarding ALUCs, FAA airspace protection regulations, typical aviation easement wording, glossary, etc.) will also be included.

The UKIALUCP will initially be prepared as an Administrative Draft for review at the staff level by CITY and COUNTY/ALUC. Following receipt of staff comments, CONTRACTOR shall make essential revisions and produce a Public Draft to be made available for public review and comment. The CONTRACTOR

shall hold a conference call to present the Administrative Draft UKIALUCP to the CITY and COUNTY/ALUC representatives. COUNTY Director of Planning and Building Services and CITY Director of Community Development shall provide written approval of the Draft UKIALUCP to CONTRACTOR and CITY before the Draft UKIALUCP is released for public review or presented to any public commission, council or board.

CONTRACTOR DELIVERABLES

- *Draft Policies chapter for CITY and COUNTY/ALUC review.*
- *General plan consistency review.*
- *Administrative Draft UKIALUCP (pdf format).*
- *Public Draft UKIALUCP (pdf format).*

CITY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR within one week of receipt.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on COUNTY/ALUC website and distribute public noticing of document's availability.*

Element 4. Environmental Impact Documentation

4.1 Displacement Analysis

Adoption and implementation of the Draft UKIALUCP could result in changes to future development patterns by shifting or displacing the location of future residential and nonresidential land uses in the UKI influence area. The purpose of the displacement analysis is to identify conflicts with the land use and growth patterns provided in CITY and COUNTY planning documents and to determine the extent to which future development would be displaced. With certain exceptions, the displacement analysis will quantify the potential displacement of residential uses and qualify potential future displacement of nonresidential uses. This analysis will supplement the initial general plan consistency review conducted as part of the Element 3 work. CONTRACTOR shall provide the displacement results to CITY and COUNTY/ALUC for review and comment as it will become the central component of the CEQA documentation. The CONTRACTOR shall hold an in-person meeting to present the displacement results to CITY and COUNTY/ALUC staff representatives and invited key stakeholders.

4.2 CEQA Initial Study/Negative Declaration

This task accomplishes preparation of environmental impact documentation necessary for adoption of the UKIALUCP in accordance with the California Environmental Quality Act (CEQA) and the 2007 California Supreme Court decision in *Muzzy Ranch Company v. Solano County Airport Land Use Commission*. An

ALUCP is regulatory in nature and does not involve physical construction but does have indirect impacts. Accordingly, CONTRACTOR shall analyze the environmental impacts associated with the UKIALUCP and shall emphasize the issues associated with project implementation; specifically: noise, land use, population and housing, and cumulative impacts.

CONTRACTOR shall document the results of the above analysis in an Initial Study structured in accordance with CEQA requirements. Recognizing that the assessment will focus on where the new UKIALUCP will increase restrictions on underlying land uses, CONTRACTOR anticipates that the likelihood of significant displaced development to be low. CONTRACTOR expects that a Negative Declaration incorporating the Initial Study will be sufficient to achieve CEQA compliance. If this should prove not to be the case, then the Initial Study can serve as the basis for preparation of an Environmental Impact Report (EIR) under a subsequent or amended contract agreement. CONTRACTOR shall submit the CEQA document to the State Clearinghouse.

CONTRACTOR DELIVERABLES

- *Discussion paper outlining the displacement results (pdf format).*
- *Draft Initial Study and Negative Declaration (pdf format).*
- *State Clearinghouse submittal package.*

CITY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on COUNTY/ALUC website and distribute public noticing of document's availability as required by law.*

Element 5. Review and Adoption

5.1 Presentation to ALUC

At the outset of the public review period, CONTRACTOR shall make a presentation to ALUC to describe the draft UKIALUCP, its differences from the current plan, and major findings of the environmental review. The ALUC meeting should be structured to allow public comment on the draft UKIALUCP and CEQA document. Two additional trips are provided to present the draft UKIALUCP to joint meetings of 1) the City Council and Board of Supervisors; and 2) the Ukiah Planning Commission and Mendocino County Planning Commission..

5.2 Response to Comments

CONTRACTOR shall tabulate comments received on the draft UKIALUCP made during the ALUC meeting or subsequently received in writing. CONTRACTOR shall include brief responses to each comment and indicate recommended changes to the draft UKIALUCP. CONTRACTOR shall list recommended revisions to the draft ALUCP in a formal Addendum.

5.4 Adoption by ALUC

CONTRACTOR shall make a presentation to the ALUC summarizing the comments received and revisions proposed for the UKIALUCP at an ALUC hearing. Approval of the environmental document and adoption of the UKIALUCP will require formal actions by ALUC. CONTRACTOR shall assist CITY and COUNTY staff with preparation of the staff report and adopting documents for the approval of the environmental document and adoption of the UKIALUCP.

5.5 Final ALUCP

After ALUC adopts the UKIALUCP, CONTRACTOR shall prepare a final version of the UKIALUCP incorporating all the changes listed in the Addendum. CONTRACTOR shall provide CITY and COUNTY with one hard copy each of the final plan and a CD containing all text, GIS maps, and other final document material in their original digital file formats.

Element 6. Additional Services

While the deliverables and basic work effort required for the project are known, many times a need arises for additional services. CONTRACTOR recommends that the work scope include a contingency budget of at least five thousand dollars (\$5,000) to cover unanticipated tasks.

ATTACHMENT B - CONTRACT #1819164

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
 Mead Hunt Project Budget
 January 10, 2019

WORK PLAN	DIRECT LABOR COST	EXPENSES	TOTAL	PERCENT OF TOTAL
Element 1: Project Management, Coordination, and Meetings	\$29,230	\$574	\$29,804	24%
Element 2: Data Collection and Compilation	\$24,674		\$24,674	20%
Element 3: Draft ALUP Preparation	\$35,330		\$35,330	28%
Element 4: Environmental Impact Documentation	\$17,200	\$66	\$17,266	14%
Element 5: Review and Adoption	\$17,760	\$162	\$17,922	14%
LUMP SUM TOTAL:	\$124,194	\$802	\$125,000	100%
Element 6: Additional Services	-	-	\$5,000	-

Budget Assumptions
 Airport Layout Plan (ALP) and airspace plan to be provided in AutoCAD format by SCAS
 Processing radar flight tracks not included
 CITY staff to provide or coordinate obtaining GIS land use and zoning data from local agencies
 Aerial photographs will be provided by the client, or used from publicly available databases.
 CITY or COUNTY/ALUC staff responsible for noticing Public Draft ALUP and CEQA document
 Only one public circulation of CEQA documents is assumed
 Only minor revisions anticipated to be needed to ALUP drafts to address agency or public comments.
 One CONTRACTOR staff person to attend meetings and provide technical input. Six distinct project trips provided (8-hour day, no overnight stay). Meetings will utilize a combination of PowerPoint and PDF displays
 CITY staff responsible for arranging rooms, noticing project meetings, making available project documents and overall coordination with ALUC, Caltrans, affected agencies and/or the public.
 Multiple meetings may be scheduled on same day, where feasible. Additional meetings requiring separate trips or overnight stays to be charged against contingency task.

LABOR HOURS	TEAM	FALCHER	BRODY/ DITZ/HOOVER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	ERON/ MEYER	
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER I/II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$318	\$238	\$198	\$168	\$132	\$148	\$182
Element 1: Project Management, Coordination, and Meetings	H O U R S		2	33	108			
Element 2: Data Collection and Compilation				8	12	24	96	24
Element 3: Draft ALUP Preparation				16	52		96	48
Element 4: Environmental Impact Documentation				8	16		64	20
Element 5: Review and Adoption				16	32		22	16
SUBTOTAL HOURS:		2	89	220	124	180	108	29
PERCENT OF TOTAL:		0%	11%	28%	13%	28%	14%	6%
TOTAL HOURS:								761

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Element 1: Project Management, Coordination, and Meetings	TEAM	FALCHER	BRODY/ DUST/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EDRIS/MEYER	
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$325	\$198	\$185	\$132	\$148	\$102
1.1 Project Administration (12 months)	HR	\$3,440						
1.2 Coordination and Meetings with County/ALUC (6 trips)	TR	\$18,780		30	90			
	TOTAL HOURS:		2	82	300			
	DIRECT LABOR COST:	\$620	\$7,232	\$21,894				
LABOR SUBTOTAL DOLLARS:		\$29,736						

EXPENSES	
Travel (6 trips)	\$574
TOTAL EXPENSES:	\$574

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 1 TOTAL:	\$29,736	\$574	\$29,810

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Mead Hunt Project Budget
January 10, 2019

Element 2: Data Collection and Compilation	TEAM	FALCHER	BRODY/	THOMPSON	SMITH	ORAZ/	FROMM/	
	CLASSIFICATION	PERSONAL	DETT/HOOVER	PROJECT	SENIOR	PLANNER	SENIOR	ADMINISTRATIVE
	RATE	\$318	\$226	\$190	\$165	\$132	\$148	\$160
2.1 Kickoff Meeting (travel labor/expenses budgeted under Task 1.2)	\$1,670		2	4		4		1
2.2 Airport and Land Use Data and Mapping	\$4,000		2	2		20	4	
2.3 Activity Forecasts and Noise Contours	\$18,000		2	2	24	40		
2.4 Background Data Chapter	\$18,000		2	4		31	20	2
	TOTAL HOURS		6	12	24	94	24	3
	DIRECT LABOR COST		\$1,808	\$2,376	\$3,960	\$12,672	\$3,552	\$480
	LABOR SUBTOTAL DOLLARS							\$24,674

EXPENSES	
None	
TOTAL EXPENSES	

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 2 TOTAL:	\$24,674		\$24,674

Element 3: Draft ALUP Preparation	TEAM	FALCHER	BRODY/	THOMPSON	SMITH	ORAZ/	FROMM/	
	CLASSIFICATION	PERSONAL	DETT/HOOVER	PROJECT	SENIOR	PLANNER	SENIOR	ADMINISTRATIVE
	RATE	\$318	\$226	\$190	\$165	\$132	\$148	\$160
3.1 Impact Identification	\$1,720		2	4		18	18	
3.2 Draft Policies Chapter	\$7,000		8	16		18		
3.3 General Plan Consistency Review	\$9,180		2	18		24	18	
3.4 Administrative Draft and Public Draft UKIALUP	\$11,100		4	16		40	18	15
	TOTAL HOURS		16	34		94	46	15
	DIRECT LABOR COST		\$5,076	\$10,236		\$12,672	\$7,104	\$2,400
	LABOR SUBTOTAL DOLLARS							\$35,320

EXPENSES	
None	
TOTAL EXPENSES	

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 3 TOTAL:	\$35,320		\$35,320

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

Element 4: Environmental Impact Documentation	TEAM	FAUCHER	BROOK/	THOMPSON	SMITH	DUZ/	ENGEL	STAD	ERON/MEYER	ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	DR. PROJECT	PROJECT	SENIOR	PLANNER	PLANNER	SENIOR	TECHNICIAN	ASSISTANT
	RATE	\$110	\$225	\$125	\$165	\$110	\$110	\$110	\$110	\$110
4.1 Displacement Analysis			4	8			32		16	
4.2 CEQA Initial Study/Negative Declaration			4	8			32		16	
	TOTAL HOURS		8	16			64		32	
	DIRECT LABOR COST:		\$1,100	\$1,100			\$4,400		\$2,200	
LABOR SUBTOTAL DOLLARS:										\$17,300

EXPENSES	
Printing and Shipping (State Hearinghouse Submittal)	\$66
TOTAL EXPENSES:	\$66

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 4 TOTAL:	\$17,200	\$66	\$17,266

Element 5: Review and Adoption	TEAM	FAUCHER	BROOK/	THOMPSON	SMITH	DUZ/	ENGEL	STAD	ERON/MEYER	ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	DR. PROJECT	PROJECT	SENIOR	PLANNER	PLANNER	SENIOR	TECHNICIAN	ASSISTANT
	RATE	\$110	\$225	\$125	\$165	\$110	\$110	\$110	\$110	\$110
5.1 Presentation to ALUC (travel time/expenses budgeted under Task 1.2)			2	4			4			1
5.2 Response to Comments			8	8			8			2
5.3 Adoption by ALUC (travel time/expenses budgeted under Task 1.2)			2	4			4			1
5.4 Final ALUCP			4	16			16		16	8
	TOTAL HOURS		16	32			32		32	12
	DIRECT LABOR COST:		\$1,100	\$4,000			\$4,400		\$3,520	\$1,320
LABOR SUBTOTAL DOLLARS:										\$17,900

EXPENSES	
Printing and Shipping (One hardcopy each for CITY and CDQ/NTT)	\$162
TOTAL EXPENSES:	\$162

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 5 TOTAL:	\$17,738	\$162	\$17,900