



CITY OF EUREKA, CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

**Project Title: EUREKA ZONING CODE AND LOCAL COASTAL PROGRAM
IMPLEMENTATION PLAN UPDATE**

Description: A comprehensive update of the City's zoning code and Local Coastal Program - Implementation Plan, including all associated CEQA requirements.

Contact Person: Brian Heaton AICP, Associate Planner
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City of Eureka, 531 K Street, Eureka, CA 95501
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Critical Dates and Deadlines

RFP Released:	10/30/17
Optional Pre-submittal Meeting / Conference Call:	11/21/17 <i>(call # above for info)</i>
Deadline for Submittal of Questions:	11/24/17
Addendum #1 (answers to questions):	12/1/17 <i>(call # above to receive a copy)</i>
Proposal Submittal Deadline:	12/22/17 (No Later than 5:00pm)
Selection Panel Review:	1/2/18
Announcement of Top 3 Firms (if needed):	1/3/18
Interview with top 3 Firms (if needed):	1/9/18

NOTICE OF REQUEST FOR PROPOSALS

City of Eureka Bid#: 2018-11

PROJECT TITLE: EUREKA ZONING CODE AND LOCAL COASTAL PROGRAM - IMPLEMENTATION PLAN UPDATE

1. The City of Eureka (hereinafter "City") is issuing a Request for Proposals for a qualified consultant to comprehensively update the City's Zoning Code and Local Coastal Program - Implementation Plan, including all associated CEQA. The City will receive proposals in the Development Services Department, 531 K Street, Eureka, California, 95501, no later than **5:00 PM, Friday December 22, 2017**.
2. The services to be performed by the successful proposer are described in the Request for Proposals. Copies of the Request for Proposals are available on the City's website at: <http://www.ci.eureka.ca.gov/depts/pw/engineering/bids.asp>. For more information you may contact:

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3. All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposal best meets the CITY's needs for the PROJECT. The criteria by which the CITY shall evaluate proposals are set forth in the Scope of Work.
4. The CITY reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process.
5. The City is not responsible for any costs incurred in the preparation of proposals and/or any work rendered by a firm prior to the contract award.



Rob Holmlund
Development Services Director

10/30/2017
Date

SCOPE OF WORK

OVERVIEW

The City of Eureka is seeking proposals from highly experienced urban planning and design consultants to update the City's Zoning Code and the Implementation Plan (IP) of the Local Coastal Program, as well as to complete the necessary associated CEQA review. The Zoning Code shall be fully formatted and completed to a level that it is ready to be adopted by City Council. The IP shall be fully formatted and completed to a level that it is ready to be adopted by City Council and certified by the California Coastal Commission.

BACKGROUND

With a population¹ of around 27,000, Eureka is not a "big city." However, Eureka is the largest incorporated city in a five-county region (Del Norte, Trinity, Humboldt, Mendocino, and Lake). That region constitutes substantially more land area than the states of Connecticut, Massachusetts, and Rhode Island combined. Eureka is the only city in that five-county region with buildings over three stories, which is likely the reason that Eureka's Downtown has the highest "job density" in the region according to the US Census Bureau. Eureka is also home to the largest hospital in the region, the only commercial waterfront, the largest industrial waterfront, the largest concentration of lodging, and by far the largest continuous urban grid. In addition, while Eureka contains only 20% of Humboldt County's overall population, the City generates 55% of the County's overall sales tax and is home to the largest concentration of jobs in the County. So, while Eureka is not a "big city," it plays the role of "the big city" in the north coast region.

The historic development pattern of Eureka is based on the early establishment of an uninterrupted urban grid with 300-foot blocks and alleys that pass through the center of nearly every block. From the 1860s through the 1950s, the commercial downtown was densely developed with three to five-story buildings, and the residential areas were developed with a rich diversity of construction types, sizes, setbacks, and heights. The City was forward thinking in the establishment of wide sidewalks that accompany nearly every street in the grid, creating a city that is very walkable relative to many other similarly-size cities. While Caltrans's conversion of 4th and 5th Streets into Highway 101 severely diminished pedestrian connectivity between Downtown and the residential portion of the City, and while the industrial waterfront has experienced dramatic changes since its earliest days, the City's core grid and historic development patterns primarily remain intact. Unfortunately, the City's strict proscriptive Euclidean zoning code has proven to be the most substantial obstacle to the construction of new high-quality development and has been the primary source of deviations from the City's historic mixed-use development patterns.

¹ As of the 2010 Census, Eureka's population was 27,191. Eureka's "Daily Service Population" is estimated to be around 45,000, which includes non-residents that travel into Eureka at any given time for work, shopping, business, or other reasons. The residential population of the "Eureka area" is about 50,000. The Eureka area consists of Myrtle town, Cutten, Bayview, Ridgewood, and other primarily residential areas that are immediately adjacent to City limits.

The City's currently-adopted zoning code has not been comprehensively overhauled since the time of its initial adoption in the late 1960s. At the moment of its adoption, the 1960s code was out of alignment with the development in Eureka that already existed at the time and led to new development that was detrimentally-inconsistent with the City's previously-existing development pattern. It appears that the zoning code adopted in the 1960s was based on standards that were intended for suburban subdivisions, while Eureka was largely built-out at the time and needed a custom code specific to the unique conditions of Eureka. For instance, over 65% of Eureka's housing units were constructed prior to 1959 and the vast majority of the City's street network had been constructed by that time, which means that Eureka needed a zoning code that emphasized infill and development of vacant/underutilized properties. Instead, the 1960s code enforced new standards that were out-of-place and that never served Eureka in a functional or logical way. For example, each year the City turns away home owners that are seeking to build additions onto their homes, despite the fact that they are seeking nothing more than to duplicate the design of the homes that surround them. Many of the development styles and patterns that were constructed prior to the 1960s and that form the basic fabric of what makes Eureka the city that it is were made non-conforming by the adoption of the 1960's zoning code. To complicate matters further, the code has grown increasingly complex and inconsistent through decades of minor text amendments that were not drafted to seamlessly integrate and be consistent with the existing code. As a result, the code has drifted further from the City's historic development pattern.

Like most communities in California, Eureka is experiencing a shortage of housing at all income levels. Eureka is especially hard hit by this trend since the City is almost completely built-out and has little to no room for expanding the City's residential zone districts. According to the City's 2013 Housing Element and recent housing projections associated with the City's General Plan Update, the maximum potential growth of new single-family residential homes is not likely to exceed a few hundred. The City has conducted extensive analysis of opportunities for annexation and no meaningful opportunities for territorial expansion are viable. The City is surrounded by fully built-out residential subdivisions and coastal wetlands, which means that there is nowhere for the City to expand in order to create new housing. Accordingly, the City's recent analysis of vacant and underutilized parcels within City limits shows that the City's greatest opportunity for residential growth is through the construction of multi-story buildings in the Downtown and Old Town areas. Such development is envisioned to consist of multi-story buildings with retail on the ground floor and residential units on the upper floors. While the current zoning code technically allows such development, the obstacles presented in the code are so great that new construction of this type is effectively impossible (despite the fact that there are dozens of such buildings that were constructed prior to the 1960s). This is a problem that needs to be rectified in the new zoning code.

Another major flaw of the current zoning code is the lack of flexibility. For instance, while the code includes a massive use list with over 635 listed uses, staff regularly encounters problems with new business types that are not listed. While "telegraph offices" are permitted in multiple zones, "yoga studios" are not listed. This is problematic because of the strict prescriptive nature of the code and because the Coastal Commission does not always support or encourage exceptions. Likewise, the language for Planned Unit Developments is very weak and restrictive; there is little to no flexibility for modifying

setbacks, and floor area ratios are remarkably small with no built-in flexibility.

In 2013, the City hired the consulting firm ESA to draft a new General Plan Update and Local Coastal Plan update, which is scheduled for adoption by the City Council in August of 2018. Through a series of City Council public meetings held in 2016 and 2017, it became evident that the City Council was seeking a modern General Plan that deviated significantly from the past several General Plans and that embraced the original density and diversity of development in Eureka prior to the 1960s. A substantial number of new policies have been preliminarily approved by Council, including many policies that promote infill development and a return to Eureka's historic development pattern. This new direction established by City Council means that a substantial amount of work will be required to update the Zoning Code and Coastal Implementation Plan so that it will be consistent with the new General Plan and Local Coastal Plan. It became evident that creating a new, modern zoning code would be more efficient and effective than amending the existing zoning code. Accordingly, City staff began drafting the initial outline of an entirely new zoning code in January 2017. This new "Staff Draft" is based on best-practice zoning codes that have recently been adopted and is not at all based on the 1960s Eureka zoning code.

The primary source document for the Staff Draft is the development code of the City of Livermore, with secondary influence from the zoning codes of Azusa and Riverside, California. Accordingly, the organization and general philosophical underpinnings of the Staff Draft have been established, but the document still has a long way to go. An outline of the most recent version of the Staff Draft can be found in Attachment B and a copy of the Staff Draft Zoning Map can be found in Attachment C. Interested Consultants may request a copy of the Staff Draft on or after November 1st 2017 by contacting the City's Zoning Code Project Manager as identified at the front of the RFP.

Note that in early November, the City is holding a series of "Stakeholder Workshops" with up to 50 select individuals to review the Staff Draft Zoning Code. These stakeholders include local engineers, architects, contractors, property owners, developers, realtors, and other related individuals that have regular interaction with the City's code. In mid-November, the City is holding a public meeting to review the Staff Draft Zoning Code. The results of these meetings will be used in part to guide the selected Consultant throughout the life of this project. Also note that the selected Consultant will be expected to work closely with the consulting firm ESA, who is currently drafting the City's General Plan and associated CEQA EIR. The CEQA documentation for the Zoning Code and LCP Implementation Plan will likely need to "tier off" of the General Plan EIR.

SCOPE OF WORK

Prior to developing the scope, the City strongly encourages each Consultant to re-read the Background section above and thoroughly understand the historic context of this project.

The overall project is anticipated to adhere to the following sequence of events. The selected Consultant is responsible only for Task 1 through Task 5:



The following pages outline the City's envisioned scope for Task 1 through Task 5. However, consultants are encouraged to expand on the scope and descriptions provided below and to suggest alternative approaches they believe will better achieve the City's objectives. The updated zoning regulations shall respond to contemporary planning and zoning best practices, ensure compliance with applicable federal and State laws, allow for reasonable flexibility, and be easy to use and understand. **Ultimately, the City is seeking a modern zoning code that complements and protects the historic mixed-use development patterns of the City, embraces infill growth and multi-story buildings, promotes the development of new compatible residential development, and stimulates the construction of high-quality buildings that Eureka will be proud of for generations.** The City is seeking a consultant that can deliver this envisioned code.

TASK 1: PROJECT SCOPING

Task 1A: Kickoff Meeting, Site Tour, and Strategy Session

Consultant will attend a Kickoff meeting with the Director of Development Services and the Zoning Code Update Project Manager. Following the kick-off meeting, Consultant will attend a site tour throughout the City. Following the site tour, Consultant will attend a brief Strategy Session with the City Manager, City Clerk, City Attorney, and the Directors of Development Services, Public Works, and Parks & Recreation.

DELIVERABLE: *Following the series of meetings associated with Task 1A, Consultant will draft a memorandum that: outlines Consultant's overall understanding of what the City is seeking to accomplish with this project, refines the project schedule, identifies major challenges to be overcome throughout the life of the project, and outlines strategies to overcome those obstacles.*

Task 1B: Review and Comment on Staff Draft

Following completion of Task 1A, Consultant shall review the Staff Draft and prepare a memorandum commenting on the Staff Draft (see Attachment B). The City considers this task to be among the most important tasks in the overall project.

DELIVERABLE: *Following review of the Staff Draft, Consultant will draft a memorandum that:*

- *Identifies components of the Staff Draft that conflict with modern best practices for Zoning Codes and develop recommendations that Consultant believes are the best means of rectifying the conflicts.*
- *Identify inconsistencies with the Staff Draft and develop recommendations that Consultant believes are the best means of rectifying the inconsistencies.*
- *Identify components of the Staff Draft that conflict with State law and develop recommendations that Consultant believes are the best means of rectifying the conflicts.*
- *Review overall organization and make recommendations (if any) for improvements.*
- *Review overall philosophical approach and make recommendations (if any) for improvements.*
- *Identify opportunities for graphics, diagrams, tables, and charts for inclusion in the code.*

Task 1C: Workshop with City

Consultant shall present findings of Task 1B to City staff and conduct a one-day workshop to review Staff Draft and Consultant recommendations. Attendees of the workshop may include: City Council Members, City Manager, City Clerk, City Attorney, and the Directors of Development Services, Public Works, and Parks & Recreation. The City may also consider inviting select stakeholders.

DELIVERABLE: *Workshop coordinated and led by Consultant between City staff and Consultant. Consultant shall prepare materials for workshop that outline Consultant recommendations. Consultant will leave Workshop with clear direction from City staff regarding the remainder of the Tasks.*

TASK 2: FINAL DRAFT ZONING CODE

Starting with the Staff Draft and the direction provided under Task 1, Consultant shall produce a Final Draft Zoning Code. Consultant will be expected to review and comment on the Staff Draft and then take full responsibility for the contents and organization of the document by creating a Final Draft. While the City welcomes the selected Consultant to propose an entirely new organizational structure and approach to the Zoning Code, the following is a summary of the Staff Draft and may be a guide for this task. Note that the Staff Draft is based on extensive research and work conducted by staff and that while the City is open to new approaches, the City currently believes the best approach is to build on or modify the Staff Draft rather than to completely replace it. The outline below summarizes the current status of the seven articles that currently constitute the Staff Draft:

Article 1: Purpose

Article 1 of the Staff Draft outlines the overall purpose of the Zoning Code and is approximately 90% complete. However, the “completed” portions of the Article may be subject to change depending on the outcome of the other Articles below. Consultant will review/modify Article 1 of the Staff Draft to ensure internal consistency, modifying and augmenting the article as necessary throughout the drafting process of the entire Code.

Article 2: Zones and Uses

Article 2 of the Staff Draft contains permitted land uses and basic development standards for each zoning district. It is important to note that the City approaching completion of the CEQA EIR for the City’s General Plan Update, which means that the Land Use Designation map is relatively final and is not likely to change in the life of the Zoning Code Update. Subsequently, Zoning Designations have been established and mapped to be consistent with the proposed land use designations of the in-progress General Plan Update (as shown in Attachment C, Staff Draft Zoning Map). Accordingly, changes to the Zoning Map as a part of the Zoning Code Update are unlikely unless such changes are consistent with the General Plan Update’s Land Use Designation Map. The new General Plan is being drafted with 19 land use designations, while the Staff Draft of the Zoning Code has 28 zone districts. The consultant may recommend overlay zones and zone boundary changes, deletions, additions and other modifications if they are consistent with the new General Plan land use designations.

In regard to the *text* of the “Zones and Uses” component of the Zoning Code, the City is seeking a substantial update and modernization over the currently adopted Zoning Code. The City has made substantial progress towards this goal with the Staff Draft. In the Staff Draft, preliminary use categories have been created to replace the complex use lists that exist in the currently-adopted Zoning Code. Preliminary development standards (e.g. setbacks, building heights, minimum lot size) have also been established. As currently envisioned, Article 2 of the Staff Draft is currently 40% to 60% complete, but could change substantially depending on Consultant recommendations. Consultant will review/modify Article 2 of the Staff Draft, with an emphasis on purposes, uses, and development standards for each zone district, making modifications as appropriate. Consultant will pay particularly close attention to the use tables and development standard tables to ensure the approach is sound, to ensure consistency, and to make modifications/recommendations as necessary. Consultant will also design and draft a range of graphics, diagrams, tables, and charts to complement and supplement the Article.

Article 3: Citywide Standards

As currently envisioned, Article 3 expands upon the zone standards of Article 2 by specifying additional physical development standards. These standards are intended to ensure that proposed development is compatible with existing and future development on neighboring properties, and produces an environment of desirable character, consistent with the General Plan. In Article 3 of the Staff Draft, Citywide draft development standards have been created for topics such as fencing, parking, landscaping, outdoor storage, accessory structures, signs, etc. Particular care has been given to the parking section in order to encourage urban parking design in conventionally urban portions of the City such

as Downtown and Old Town. The sections regarding signage and design review are in need of the greatest amount of new content. While it is likely that Design Review standards will appear in Article 5, the standards contained in Article 3 will greatly influence the approach to design review. Good standards in Articles 2 and 3 would negate the need for detailed regulations regarding design review in Article 5. Note that of all of the components of the Staff Draft, staff has struggled the most with the topic of design review. As currently envisioned, Article 3 of the Staff Draft is currently 25% to 50% complete, but could change substantially depending on Consultant recommendations. Consultant will review/modify Article 3 of the Staff Draft, with an emphasis on design review and the criteria/permits required for exceptions to the standards. Consultant will also make modifications and additions as necessary to the remainder of the article. Consultant will also design and draft a range of graphics, diagrams, tables, and charts to complement and supplement the Article.

Article 4: Specific Use Standards

Article 4 of the Staff Draft includes detailed regulations associated with specific uses, such as Accessory Dwelling Units, Vacation Rentals, Wireless Transition Facilities, Home Occupation Permits, Emergency Shelters, Historic Preservation, etc. Some of these sections (such as Mobile Vendors) are identical copies of standards that have been adopted by City Council within the past three years and need little to no additional modifications other than formatting, graphics, and consistency modifications. Other specific Uses, such as Cannabis, will not change at all from their current versions and will stand alone as separate chapters of the Eureka Municipal Code. Other sections (such as Accessory Dwelling Units and Vacation Rentals) require substantial modifications and have been added to this section on a preliminary basis only. It may also be necessary to draft entirely new sections. As currently envisioned, Article 4 of the Staff Draft is approximately 33% to 66% complete, but could change substantially depending on Consultant recommendations. Consultant will review all subsections to ensure compliance with current federal and state law. For topics not entirely preempted by state law, Consultant will provide options beginning at the legal minimums required. Consultant will also design and draft a range of graphics, diagrams, tables, and charts to complement and supplement the Article.

Article 5: Permits

Article 5 provides procedures and requirements for the preparation, filing, and initial processing of the zoning permit applications required by the Zoning Code. In the Staff Draft, a list of permit types and a preliminary review authority table has been generated. This Article is approximately 30% complete. Consultant will review all permit types, with particular regard to hierarchy, appeals, and the overall permit system. A substantial amount of additional content may need to be added. Additional permit types may also need to be added. The resulting article should make clear the purpose of each permit and how each is obtained. This article also contains all of the flexibility provisions which illustrate how various regulations can be waived or modified. As described under Article 3 (above), the sections regarding signage and design review are in need of the greatest amount of new content. While it is likely that Design Review standards will appear in Article 5, the standards contained in Article 3 will greatly influence the approach to design review. Good standards in Articles 2 and 3 would negate the need for heavy regulations regarding design review in Article 5. Article 5 shall also include a list of projects that are

exempt from design review. Consultant will also design and draft a range of graphics, diagrams, tables, and charts to complement and supplement the Article.

Article 6: Administration

Article 6 provides requirements for the implementation of the permits or approvals, including time limits and procedures for approving extensions of time. Preliminary administrative language on public hearings, appeals, and nonconformance has been added to the Staff Draft. This Article is approximately 40% to 60% complete. Consultant will review existing language and propose modifications to simplify and streamline the information so that it is as easy to understand as possible. It may be necessary to add new sections. Consultant will also design and draft a range of graphics, diagrams, tables, and charts to complement and supplement the Article.

Article 7: Glossary

As envisioned, the Glossary is a critical element of the overall code. The City envisions all definitions to appear in this Article and nowhere else in the code. For the Staff Draft, definitions for each of the use categories have been generated and added to the glossary. This Article is approximately 25% to 50% complete. Consultant shall maintain the glossary by adding, removing, and modifying all terms throughout the life of the project.

Task 2 DELIVERABLE: *At the end of Task 1D, Consultant will have made substantial modifications to the Staff Draft and produced a Final Draft Zoning Code. The Final Draft will be fully formatted and will contain a range of graphics, diagrams, tables, and charts that complement and supplement the code. The process of going from Staff Draft to Final Draft will need to occur in close coordination with the City's Project Manager, and will require frequent meetings and/or conference calls. This task will require some intermediary draft submittals and reviews. It is important to note that the Final Draft Zoning Code must be consistent with the General Plan Update.*

TASK 3: FINAL DRAFT LOCAL COASTAL PROGRAM IMPLEMENTATION PLAN

As a component of the City's Local Coastal Program update, of which the Land Use Plan is currently underway, the City is seeking a comprehensive overhaul of the Implementation Plan (IP). The Final Draft IP shall be consistent with and complementary to the Final Draft Zoning Code. However, the Final Draft IP should not be directly linked to either the General Plan or Zoning Code to ensure that these documents do not require review by the Coastal Commission; directly linking these documents with the IP would grant review authority to the Coastal Commission, which the City will not allow. In other words, while the IP should be influenced by the Zoning Code, the IP should be an independent standalone document. Note that the City has completed a Sea Level Rise (SLR) Adaption Plan and draft Land Use Policies associated with SLR, but a final approach to SLR has not been finalized by the City.

The selected Consultant should be an expert on the Coastal Act and should have experience drafting Implementation Plans that have successfully been certified by the

Coastal Commission. The City desires a precise code which offers enough specificity to adequately implement the Coastal Land Use Plan, but that does not include unnecessary information or detail. The City is seeking the most streamlined IP possible that contains the smallest possible amount of regulation and content. Staff is inspired by the recently certified Implementation Plan of the City of Seaside, which should be considered as a possible template for Eureka's IP. Consultant will draft a new IP consistent with the pending Land Use Plan. The Implementation Plan will be informed by the City's existing certified IP and will mirror or complement, to the maximum extent possible, the standards and language of the proposed Zoning Code.

DELIVERABLE: *At the end of Task 3, Consultant will have produced an independent stand-alone Final Draft IP. The Final Draft will be fully formatted and will contain a range of graphics, diagrams, tables, and charts that complement and supplement the code. The process of going from Staff Draft to Final Draft will need to occur in close coordination with the City's Project Manager, and will likely require frequent meetings and/or conference calls. It is important to note that the Consultant's work must be conducted in such a way as to retain consistency with the General Plan Update LUP.*

TASK 4: COMPARISON MATRIXES OF CURRENT VERSUS PROPOSED ZONING CODE AND IMPLEMENTATION PLAN

Task 4A: Comparison Matrix: Current Adopted Code versus Final Draft Zoning Code and IP

The City anticipates that the Final Zoning Code will deviate substantially from the current code. Accordingly, the City needs to understand what has changed, what has been added, and what has been left out. The City has begun the process of preparing a topic-by-topic matrix that compares the two codes (see Attachment D). The final version of this matrix will be used as a guide for understanding the detailed differences between the two codes. The purpose of this matrix is to ensure that no language has been inadvertently left out of the proposed zoning code and that each topic is adequately addressed. This matrix will also be the basis of the City Attorney's and Development Services Director's review of the Final Draft. This matrix will also be useful to City staff in the early months following adoption of the new IP. An identical approach will need to be conducted for the IP, creating a matrix that compares the previous code and the new code. Consultant will need to modify and update both matrixes throughout the life of the project as these matrixes will be useful in monitoring and evaluating the progress and overall direction of the new code and new IP.

DELIVERABLE: *Consultant will create and maintain a matrix that shows a subsection to subsection level relationship of the current and proposed zoning codes. City staff has already started a template for the matrix that may be used or modified by Consultant. Consultant will also create and maintain a matrix that shows a subsection to subsection level relationship of the current and proposed IP.*

Task 4B: Comparison Matrix: Current Adopted Use List versus Final Draft Use List

The City anticipates that the methodology for classifying and evaluating permitted uses will deviate substantially in the Final Zoning Code from the system in place in the current code. As previously stated, the existing code and IP have lists of well over 600 uses, while the Staff Draft has less than 80 “categories” of uses. Accordingly, the City needs to understand what has changed, what has been added, and what has been left out. To this end, a matrix will need to be created to compare the use lists of the two codes that can be used as a guide for understanding the differences between the two codes. The purpose of this matrix is to ensure that appropriate currently-permitted uses are not inadvertently disallowed during the zoning code update process and to ensure that the City will allow the appropriate uses throughout the future. This matrix will also be the basis of the City Attorney’s and Development Services Director’s review of the Final Draft. This matrix will also be useful to City staff in the early months following adoption of the new code and will serve as a historical reference for staff. An identical approach will need to be conducted for the IP, creating a matrix that compares the previous IP and the new IP uses. Consultant will need to modify and update both matrixes throughout the life of the project as these matrixes will be useful in monitoring and evaluating the progress and overall direction of the new code and new IP.

DELIVERABLE: *Consultant will create and maintain a matrix that shows the relationship between all current listed uses and the proposed use categories. City staff has already started (and largely completed) a template for the matrix. The Consultant’s primary responsibility for this task will be to keep the matrix updated throughout the life of the project. Consultant will also create and maintain a table or matrix that shows the relationship between all current listed uses and the proposed use categories of the current and proposed IP.*

Task 4C: Comparison Matrix: Current Adopted Development Standards versus Final Draft Development Standards (Density, FAR, and Minimum Lot Size/Dimensions)

The City anticipates that development standards will deviate substantially in the Final Zoning Code from the standards in place in the current code. As previously stated, the existing code and IP are out-of-alignment with the historic development pattern of the City. Accordingly, the City is seeking revised development standards that complement the historic development of the City. The City is seeking a matrix that compares the development standards of the two codes that can be used as a guide for understanding the differences between the two codes. This matrix will be the basis of the City Attorney’s and Development Services Director’s review of the Final Draft. This matrix will also be useful to City staff in the early months following adoption of the new code and will serve as a historical reference for staff. An identical approach will need to be conducted for the IP, creating a matrix that compares the previous IP and the new IP. Consultant will need to modify and update both matrixes throughout the life of the project as these matrixes will be useful in monitoring and evaluating the progress and overall direction of the new code and new IP.

DELIVERABLE: *Consultant will create and maintain a matrix that shows the relationship between all current development standards and proposed development standards. Consultant will also create and maintain a similar matrix for the IP.*

TASK 5: CEQA DOCUMENTATION FOR THE ZONING CODE

The City's General Plan and Coastal Land Use Plan Consultant is currently in the process of drafting an Environmental Impact Report as required.

As stated previously, the City is currently nearing completion of the CEQA EIR and associated Technical Reports for the City's General Plan Update. It is the City's goal that the Zoning Code and IP be updated so that they are consistent with the General Plan. Because the zoning regulations implement the General Plan (which will have its own EIR), it is anticipated that the zoning code will not require substantial CEQA analysis. Accordingly, the city anticipates that this task will consist of an Addendum to the GPU EIR that documents consistency with the General Plan.

DELIVERABLE: *As a companion to the Final Zoning Code, the Consultant shall prepare the level of CEQA document as required to ensure compliance with the California Environmental Quality Act. The CEQA document shall be available and circulated prior to adopt of the Zoning Code by the City Council.*

RESPONSIBILITIES CITY:

The following should be factored into consideration in the Consultant's drafting of the project scope:

1. The City of Eureka will provide copies of the current zoning ordinance and maps, as well as copies of the Staff Draft of the Zoning Code and proposed Zoning map.
2. The City will provide copies of the working documents of the General Plan Update as they become available.
3. The City will coordinate communications between Zoning Code consultant and General Plan consultant.
4. Other existing City plans will be made available upon request.
5. Upon request, the City's GIS Specialist can provide GIS support and data for the project. The City of Eureka intends to utilize the City's GIS staff and GIS resources to the greatest degree possible throughout the life of the project. It is the City's intention to eliminate the need for the selected consultant to expend any budget on GIS-related tasks.
6. The City will assist in project management and administration.
7. The City will assist in the coordination and scheduling of all meetings involving the Consultant.
8. Consultant is not expected to organize any public meetings or stakeholder workshops. If such meetings are deemed to be required throughout the life of the project, the City will organize and present at the meetings. Consultant will be invited to attend, but will not be expected to be present.
9. Data regarding public insight will be gathered by the City and forwarded to the Consultant as necessary.

ANTICIPATED SCHEDULE:

9/19/2017	City Council Zoning Code Workshop #1
10/27/2017	Release RFP
11/3/2017	Signs and Electronic Message Center Stakeholder Meeting (evening)
11/6/2017	Zoning Code Update Stakeholder Workshop (evening)
11/7/2017	Zoning Code Update Stakeholder Workshop (lunch)
11/8/2017	Public Workshop
11/21/2017	City Council Zoning Code Workshop #2
12/22/2017	Proposals due
1/3/2017	Selection panel
1/16/2018	Council approval
2/12/2018	Contract complete
2/12/2018	Kick off
8/27/2018 (or as late as March 2019)	Final deliverable due (Tasks 1 through 5)

REQUIRED CONTENTS OF PROPOSAL

Proposals shall include the following information presented in a clear and concise format in order to demonstrate the Consultant’s related experience, competence and professional qualifications for the satisfactory performance of the services outlined in the PROJECT “Scope of Work” section above.

1. Cover Letter (5 points): A cover letter (2 pages maximum) outlining consultant’s interest in the PROJECT. Cover letter may include other information.
2. Firm Experience (25 points):
 - a. Firm Profile: Overview of consulting firm(s) and description of services offered.
 - b. Project Descriptions: A minimum of three descriptions of recent projects for which the Project Team has performed services of similar size, scope, and complexity. Each project shall include the name, contact person, address, and phone number of each party for whom the service was provided, a description of the service performed, the dollar amount of the contract, and the dates of performance.
 - c. Team Member Biographies: Brief professional biographies of the principals, employees, agents, and sub-consultants (PROJECT team) which the proposer will assign to this PROJECT. Biographies shall include: a summary of the qualifications, licenses, and experience of each individual; the approximate number of hours each will devote to the PROJECT; and the type of work to be performed by each individual. The CITY will retain under its Agreement with the successful Proposer the right of approval of all persons performing under the Agreement.

- d. Complete the table in Attachment E (Summary of Relevant Consultant Experience). Preference will be given to a consultant that has had experience drafting Zoning Codes in California and at least one Implementation Plan certified by the Coastal Commission.
3. Understanding and Scope (50 points):
 - a. Understanding: A brief summary of the Consultant's understanding of the overall PROJECT. This section should include a summary of consultant's understanding of how this PROJECT will affect various stakeholders, various sectors, and staff of the City of Eureka.
 - b. Scope of Work: A detailed scope of work outlining the Consultant's proposed approach to each of the tasks in the scope of work. Describe in detail how the consultant will accomplish each task and precisely what the consultant will deliver. This must be based on the scope outlined above, but may present creative alternative approaches to what is suggested in the outline. Consultants are encouraged to develop creative and innovative approaches.
 4. Schedule and Management Plan (20 points):
 - a. Schedule: A work plan or schedule for all services necessary to complete this PROJECT. The proposal shall specify the major PROJECT tasks and the expected time of completion for each task based on the scope of services outlined in the proposal.
 - b. Management Plan: This PROJECT includes a range of diverse tasks that must be completed in a time specified in the contract with a maximum budget of between \$125,000 and \$250,000. Accordingly, proposals must include a brief description of the consultant's "budget and schedule management plan" that describes the consultants approach and commitment to working within the established budget, schedule, and scope. The plan does not need to include great detail, but must demonstrate the consultant's overall project management approach to satisfying the scope within the established schedule and budget.
 5. Other Requirements (0 points, but required):
 - a. A statement which discloses any past, ongoing, or potential conflicts of interest which the Proposer may have as a result of performing the work on this PROJECT.
 - b. A statement confirming that consulting firm is operating under a legitimate business license.
 - c. A statement confirming that consulting firm, if selected, can issue certificates of insurance.
 - d. The proposal must be signed by an authorized representative of the Proposer.
 - e. Applicants shall submit copies of their proposal to CITY by mail or hand delivery by the date identified above. Postmarks will not be accepted.
 - f. Fee: A total "Not to Exceed" cost of the services, including a Fee Schedule describing all charges and hourly rates of service and any expenses to be reimbursed shall be included with the percentage of PROJECT costs.

Cost estimates must be submitted in a sealed, separate envelope. The City will only open the envelopes containing the Fee Schedule for the top two firms.

SELECTION CRITERIA

The City of Eureka is using a competitive proposal process, wherein the experience and approach of each submitted proposal is evaluated as it relates to the Scope of Services and other elements outlined in this RFP. All proposals will be reviewed and rated by a selection panel according to the following criteria:

1.	Cover letter outlining consultant’s interest in PROJECT	5 points
2.	Overall experience of firm in conducting activities similar to those in the Scope of Services	25 points
3.	Consultant’s overall understanding of the PROJECT and quality of the approach presented in the Scope of Services	50 points
4.	Schedule and management plan	20 points
5.	Other requirements	0 points
Total		100 Points

SUBMISSION REQUIREMENTS

Required Contents of Proposal:

Proposal must contain the requirements identified above under “Required Contents of Proposal”.

Optional Pre-submittal Meeting:

On the date and time identified on the first page of the RFP, the City will host a pre-Submittal meeting for all interested parties. This will be an opportunity to meet with City officials and ask questions. The meeting is not mandatory. Consultants that cannot attend the meeting in person may attend via conference call. Contact the City’s project manager for a copy of the conference call information.

Submittal of Questions and Release of Addendum #1:

Questions regarding the RFP shall be submitted to the project manager via email by the date specified on the front page of this RFP. The City will also record any questions that are asked in person or over the phone. The City will then post Addendum #1 on the City’s website to answer all questions posed via email, in-person, and by phone. CITY shall not be responsible for any explanations or interpretations of the Request for Proposal other than by Addendum #1. No oral interpretation(s) of any provision in the Request for Proposals shall be binding upon CITY.

Required Number of Copies and Required Format of Proposal:

Elaborately packaged or lengthy proposals are neither required nor desired. Proposals should be concise and contain relevant information by which the City can judge the qualifications of the Consultant and the quality of the proposal. All submittals shall be typewritten or printed in ink clearly and legibly, in conformance with this RFP. Proposals

shall be double-sided. Ten (10) bound copies and one (1) unbound copy of the proposal shall be submitted in a sealed envelope or box and the title of the project shall be plainly marked on the outside of the envelope or box (see cover page of RFP for the title of the project). An electronic version of the proposal must also be submitted to the City's Project Manager (see cover page of RFP for email address).

Delivery of Proposal:

It is the Developer's responsibility to ensure that the hard copies and electronic copy of the submitted RFP are received by CITY prior to the hour and date for submittal of the proposal specified on the cover page of the RFP. Proposals shall be submitted in a sealed envelope or box and the title of the project shall be plainly marked on the outside of the envelope or box (see cover page of RFP for the title of the project). Any proposals received by CITY after the hour and date shall be rejected and returned unopened. Proposals shall be mailed or hand-delivered to the City's Project Manager (see cover page of RFP for physical address). Postmarks will not be accepted. **An electronic version of the proposal must also be submitted to the City's Project Manager** (see cover page of RFP for email address). All proposals received by deadline shall become the property of CITY. CITY is not responsible for proposals delivered to a person/location other than specified above.

CITY RESERVATION OF RIGHTS

The City of Eureka reserves the right to negotiate final scope of services, accessibility and maximum administration funds to be available under this proposal with the successful firm. An evaluation committee will be assembled to review all proposals and will report its recommendation to the City Manager and City Council.

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

Prior to contract awarding the selected firm shall obtain a business license and submit certificates of insurance naming the City of Eureka, its officers, officials, employees, and volunteers as additional insured. Insurance coverage and amounts are specified in the Contract (attached).

The City reserves the right, at its sole discretion, to use without limitation, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all proposals, to supplement, add to, delete from, or otherwise alter this RFP if the conditions so dictate. The City may seek clarification from a potential Developer at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those firms that the City finds, in its determination, the most advantageous project and to negotiate with to establish contract terms acceptable to the City.

ATTACHMENTS TO THIS RFP:

- A. Copy of Standard City Contract
- B. Outline of Staff Draft Code
- C. Staff Draft Zoning Map
- D. Template Comparison Matrix
- E. Summary of Relevant Consultant Experience

ATTACHMENT A

CITY OF EUREKA PROFESSIONAL SERVICES AGREEMENT WITH [Insert name of individual or company]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of _____, 20__ ("Effective Date"), by and between the City of Eureka, a municipal corporation ("City") and [Insert name of individual or company] ("Consultant") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Services. Consultant shall provide the professional services as described in and in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein ("Services").

2. Compensation.

A. For the full performance of the Services described in Exhibit A hereto City shall compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant's Services Rate Schedule included in Exhibit A; provided, however, that total compensation for the full performance by Consultant of all Services under all Task Orders shall not exceed _____ (\$_____), said amount being referred to herein as the "not-to-exceed" amount.

B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by City, as applicable.

C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed the "not-to-exceed" amount specified in Paragraph A, above, without prior written authorization of the City Manager or City Council, depending on whose authority is required to approve the costs for the additional services.

D. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Notwithstanding any other

provision herein, Consultant shall not be paid any compensation until Consultant has complied with City's Business License Ordinance.

3. Term. The term of this Agreement commences on the Effective Date, and terminates on _____, 20__ unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. Termination. City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.

5. Consultant's Representation; Independent Contractor. Consultant represents that Consultant possesses distinct skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.

7. Licenses, Permits, Etc. Consultant shall, at Consultant's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

8. Time. Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

9. **Inspection.** Consultant shall provide City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.

11. **Confidentiality.** In the course of providing services for City, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.

12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement.

13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession or, if no such professional standard, in a manner consistent with the standards applicable to said Consultant or type of work. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared to comply and conform to the standards of Consultant's type of work. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.

15. **Assignment/Transfer.** Consultant shall make no assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.

16. **Subcontractors.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City.

Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Consultant shall furnish a separate schedule of names and addresses of subcontractors, if any, and shall notify City in advance if changes in subcontractors occur.

17. Statement of Economic Interests. The City may determine that the Consultant must file a Form 700, Statement of Economic Interests, as required by the City's Conflict of Interest Code. If such is the case, the City Clerk's office will provide the Consultant with the form and Consultant shall file form with the City Clerk's office. Said filing shall include an Assuming Office Statement within thirty (30) days of execution of this contract, annual statements on or before April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.

18. Internal Revenue Service Form W-9. The City may determine that the Consultant must file an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by City to comply with regulations of the United States Department of the Treasury. If such is the case, the Finance Department shall provide the Consultant with the required form. Consultant shall complete and file the form with City before any payment for Services under this Agreement is rendered.

19. Business License. Consultant shall file and require all its subcontractors to file, a Business License Application as required by the City. The Finance Department shall provide the Consultant with the required form. Consultant shall and require all its subcontractors to complete and file the form with the City and shall pay or cause to be paid the business license fee before any payment for Services under this Agreement is rendered.

20. Compliance With All Laws. Consultant and any subcontractors shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance. Consultant's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder shall, at the discretion of the City, be deemed to constitute a breach of contract.

Such laws include, but are not limited to, the California Prevailing Wage Law; California Labor Code section 1720 et seq. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of section 1720(a)(1) of the California Labor Code.

Therefore, the services described in Exhibit A shall be performed in accordance with all applicable requirements of the California Prevailing Wage Law including, but not limited to, all

applicable requirements contained in Exhibit B, which is attached to and made a part of this Agreement. To the extent that any other government agency or entity provides compensation for any services, consultant shall comply with all rules and regulations applicable to such fiscal assistance.

21. Discrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

22. Notice. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

- A. Personal delivery, in which case notice is effective upon delivery;
- B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- D. Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City:

City Manager
City of Eureka
531 K Street
Eureka, CA 95501
FAX: (707) 441-4138

Consultant:

[Address and Fax number]

23. Ownership of Documents. All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively "Project Documents"), shall be the property of the City and may not be used by Consultant without the written consent of City. Consultant shall provide documents in electronic form in a format required by the City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. City agrees to indemnify and hold Consultant harmless for claims resulting from City's alteration for another City project, of said Project Documents.

24. Internet-Ready Deliverables. If applicable to this Agreement, each contract deliverable shall be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:

- A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized ".pdf" files, if possible.
- B. Freestanding, individual graphics such as logos, small maps and photos are to be formatted as ".tif" files, with the largest side no larger than four inches.
- C. Large maps are to be formatted as ".jpg" files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.
- D. Short text documents with no graphics are to be in MS Word.
- E. Freestanding charts, graphs and listings are to be in MS Excel.

25. Indemnification. To the fullest extent allowed by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, suits, actions, arbitrations proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within thirty (30) days to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first. Furthermore,

Consultant and Subcontractors' obligations to indemnify and defend the City are binding on their successors and assigns and shall survive the termination or completion of this Agreement for the fullest extent and duration allowed by law.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Notwithstanding the foregoing, to the extent that this Agreement includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to indemnify shall only be to the full extent permitted by Civil Code Section 2782.8.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. If any term or portion of this section is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, said section shall be interpreted to allow the broadest indemnity permitted by law.

26. Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Consultant's agents, representatives and employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1(any auto), or code 8, 9 if no owned auto.
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.
4. Professional liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less

than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers ' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional liability: \$1,000,000 per occurrence or claim as approved by the City's City Manager.

C. Umbrella or Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's insurance or self-insurance shall be called upon to protect it as a named insured.

D. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the City and shall not reduce the limits of liability. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses. The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to so exercise later.

E. Other Insurance Provisions.

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

a. The City, its officers, officials, employees and volunteers (the "Additional Insureds") are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the

Consultant.

b. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it. The Additional Insured coverage under the Consultant's policy shall be at least as broad as ISO Form CG 20 01 04 13.

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

2. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the City. The Consultant shall provide to the City an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against the City for injuries to employees of the Insured resulting from work for the City or use of the City's premises or facilities.

3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits included above shall be available to the City. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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

H. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. Consultant agrees to include with all subcontractors in their subcontract the same requirements stated herein including the indemnity and insurance requirements. Subcontractors hired by Consultant agree to be bound

to Consultant and the City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance provisions shall be furnished by Consultant to any subcontractor. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant shall provide proof of compliance to the City. If City is not furnished separate endorsements for each subcontractor prior to the commencement of subcontractor's work, then Consultant shall include all subcontractors as insureds under its policies.

27. Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

28. Litigation. If litigation ensues between City and a third-party which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.

29. Construction. This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

30. Governing Law; Venue. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Eureka. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Humboldt, State of California.

31. Non-Waiver. The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

32. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

33. No Third Party Beneficiaries. The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.

34. Mediation. The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

35. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum

period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager or City Attorney, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Eureka City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by the City. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

36. Headings. The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

37. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination or completion of this Agreement for the fullest period of time allowed by law.

38. Entire Agreement. This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

[Signature page to follow]

EUREKA ZONING CODE AND LCP - IMPLEMENTATION PLAN RFP

ATTACHMENT B: Outline of Staff Draft

For a full version of the Staff Draft, contact City Project Manager.

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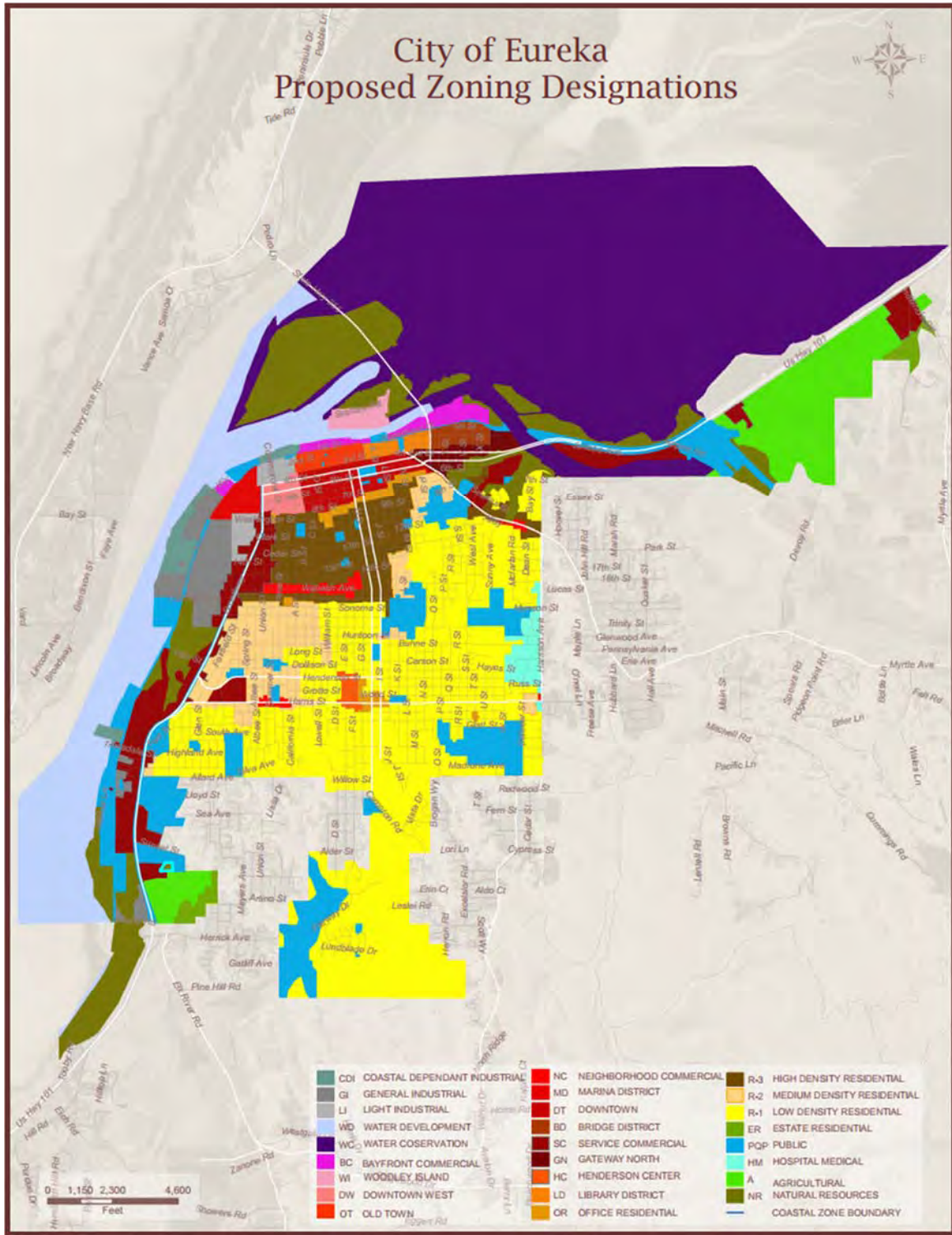
155.6.07.010	Purpose
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Article 7 – Glossary

Definitions
Purpose
Definitions of Specialized Terms and Phrases

For a full version of the Staff Draft, contact City Project Manager.

ATTACHMENT C
Staff Draft Zoning Map



Link to On-line version of Staff Draft Zoning Map:

http://www.ci.eureka.ca.gov/depts/development_services/gis_mapping.asp (look for link to “Proposed Zoning Code (October 2017)”).

ZONING CODE UPDATE: COMPARISON MATRIX OF ADOPTED ZONING CODE TO PROPOSED ZONING CODE

Adopted Code Reference	Title	Proposed Zoning Code Reference	Retained Identically	DEGREE OF CHANGE		Not in New Code
				Changed Slightly	Changed Substantially	
General Provisions						
155.001	Title	155.1.01		X		
155.002	Objectives	155.1.01			X	
155.002 (A)	(Broad Objectives)	155.1.01.010; 155.1.01.020			X	
155.002 (B)	(List of Objectives)	155.1.01.010			X	
155.003	Nature of the zoning regulations	155.1.01		X		
155.004	Interpretation	155.1.01			X	
155.004 (A)	(Minimum Requirements)	155.1.01.040		X		
155.004 (B)	(Greater Restriction)	155.1.01.040		X		
155.005	Application	155.1.01		X		
155.006	Definitions	155.7		X		
155.007	Districts established	155.1.02			X	
155.008	District boundaries	155.1.02			X	
155.008 (A)	(Boundary Line)	155.1.02.020.B	X			
155.008 (B)	(Watercourse)	NA				X
155.008 (C)	(Lot Line)	155.1.02.020.B	X			
155.008 (D)	(Scale)	NA				X
155.008 (E)	(Uncertainty)	155.1.02.020.B	X			
155.009	Conformity required	155.1.01		X		
155.009 (A)	(Regulations)	155.1.01.040		X		
155.009 (B)	(Altered)	155.1.01.040		X		
155.009 (C)	(Yards)	NA				X
155.009 (D)	(Encroachment)	NA				X
155.009 (E)	(Grandfathering)	155.1.01.040; 155.6.05		X		
155.010	Establishment of districts by map	155.1.02		X		
155.011	Division of zoning map	155.1.02	X			
155.012	Drainage requirements	NA				X
Requirements and Regulations						
155.025	Basic requirements for all districts	155.2.01, -02, -03, -04, -05, -06, -07; 155.3.09; 155.5.07			X	
155.025 (A)	(Basic Standards)	155.2.01, -02, -03, -04, -05, -06, -07; 155.3.09; 155.5.07			X	
155.025 (B)	State Density Bonus Requirements	155.4.11	X			
155.025 (C)	Infill Incentives and Concessions	155.5.07	X			
155.026	Extensions over property lines and easements	NA				X
155.027	Site area and dimensions; requirements and exceptions	NA				
155.027 (A)	Measurement	NA				X

**ATTACHMENT D
Template Comparison Matrix**

**ATTACHMENT E
Summary of Relevant Consultant Experience**

CITY OF EUREKA ZONING CODE UPDATE RFP: SUMMARY OF RELEVANT CONSULTANT EXPERIENCE

FIRM:

Category	Summary of Direct Experience	Summary of Indirect or Related Experience
Zoning Code Updates		
CA Coastal IP Updates		
CEQA for Zoning Code Updates		
CEQA for Coastal IP Updates		

Instruction: Create a table identical to the table above. Insert the name of your firm and complete the table. Do not allow the table to exceed 1 page. Font size may be as small as 8 pt.